

No. 7180

SYRIAN ARAB REPUBLIC
and
UNION OF SOVIET SOCIALIST
REPUBLICS

Agreement concerning scheduled civil air services (with annexes and exchange of letters). Signed at Damascus, on 27 December 1962

Official texts of Agreement: Arabic, Russian and French.

Official texts of letters: Arabic and French.

Registered by the Syrian Arab Republic on 24 March 1964.

RÉPUBLIQUE ARABE SYRIENNE
et
UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES

Accord relatif aux transports aériens civils réguliers (avec annexes et échange de lettres). Signé à Damas, le 27 décembre 1962

Textes officiels de l'Accord: arabe, russe et français.

Textes officiels des lettres: arabe et français.

Enregistré par la République arabe syrienne le 24 mars 1964.

[TRANSLATION — TRADUCTION]

No. 7180. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING SCHEDULED CIVIL AIR SERVICES. SIGNED AT DAMASCUS, ON 27 DECEMBER 1962

The Government of the Syrian Arab Republic and the Government of the Union of Soviet Socialist Republics, desiring to conclude an Agreement with a view to establishing air communications between their countries, have agreed as follows :

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in annex I² to this Agreement for the purpose of establishing the air services specified therein (hereinafter referred to as the “agreed services”).

Article 2

1. The operation of the agreed services may commence as soon as one of the Contracting Parties has designated an airline to operate the said services.
2. The routes to be followed by aircraft operating the agreed services and the corridors for flight across the frontiers of the two States shall be determined by each Contracting Party for its own territory.
3. All commercial questions relating to the carriage of passengers, baggage, cargo and mail on the agreed services and all questions relating to commercial co-operation, in particular the establishment of flight schedules, flight frequencies, types of aircraft, tariffs, the technical servicing of aircraft on the ground, financial settlements and accounting procedures, shall be resolved directly between the airlines designated by the Contracting Parties. Such arrangements shall be subject to approval by the aeronautical authorities of the Contracting Parties.

Article 3

1. Each Contracting Party reserves the right to suspend or revoke the rights specified in annex I to this Agreement in any case where it is not satisfied that substantial ownership and effective control of the airline designated by the other Contracting Party are vested in State organizations or nationals of such Contracting Parties.

¹ Came into force on 2 April 1963, the date of an exchange of diplomatic notes at Damascus, signifying the completion of the procedures provided for by the domestic legislation of the Contracting Parties, in accordance with article 15.

² See p. 291 of this volume.

ting Party, where the designated airline fails to comply with the laws and regulations specified in article 7, or where it fails to fulfil the conditions under which the rights specified in the present Agreement were granted.

2. This right shall be exercised only after consultation between the aeronautical authorities of the two Contracting Parties, unless immediate suspension of operations or the immediate imposition of restrictive conditions is necessary to prevent further infringements of the laws or regulations.

Article 4

1. Each Contracting Party shall place at the disposal of the aircraft of the other Contracting Party such facilities as are available for ensuring the safety and regularity of the agreed services, particularly telecommunications and lighting facilities and meteorological services. It shall also furnish to the other Contracting Party particulars of such services and information concerning alternate and terminal aerodromes at which aircraft may land, and concerning the routes which they must follow over its territory.

2. Questions relating to the safety of flights forming part of the agreed services shall be regulated in annex II¹ to this Agreement and shall fall within the jurisdiction of the aeronautical authorities of the Contracting Parties. Modifications of the said annex may be effected by agreement in writing between the said aeronautical authorities.

3. During the validity of this Agreement, the aeronautical authorities of the Contracting Parties may agree on modifications of annex I and of the routes specified in schedules 1 and 2 of the said annex.

Article 5

Each Contracting Party may charge the designated airline of the other Contracting Party reasonable fees for the use of airports and other facilities in its territory.

Article 6

1. Fuel, lubricants, spare parts, aircraft stores and regular equipment for the maintenance and repair of aircraft, introduced into, or taken on board in the territory of one Contracting Party [by] or on behalf of the designated airline of the other Contracting Party and intended solely for use by the aircraft of that airline, shall be exempt from customs duties, inspection fees, statistical taxes and local taxes imposed by the first Contracting Party.

2. Aircraft used for operation of the agreed services by the designated airlines of one Contracting Party, and fuel, lubricants, spare parts, regular equipment and

¹ See p. 292 of this volume.

aircraft stores remaining on board such aircraft, shall, on entry into or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees and other duties or charges, even though such equipment and supplies be used or consumed on flights over the said territory, subject to normal customs supervision.

3. Regular aircraft equipment and stores on board aircraft used by the airline designated by one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the competent customs authorities. In that event, they may be placed under the supervision of the said authorities until such time as they are re-exported or have been otherwise disposed of with the authorization of the said authorities.

Article 7

1. The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or to operations and flights by such aircraft within the limits of the said territory shall apply to the aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of passengers, crews, mail and cargo, such as those relating to entry and departure, passports, customs, exchange and health controls, shall apply to the passengers, crews, mail and cargo carried on aircraft of the airline designated by the other Contracting Party, while within the said territory.

Article 8

1. When operating the agreed services, the designated airlines of the Contracting Parties shall be required to provide their aircraft with the following documents :

- (a) Certificate of registration;
- (b) Certificate of airworthiness;
- (c) Aircraft radio station operating licences;
- (d) Appropriate personnel licences for each member of the crew;
- (e) Aircraft journey log or other equivalent document;
- (f) Passenger list;
- (g) Cargo and mail manifest;
- (h) Special permit prescribed for certain cargo.

2. Certificates of airworthiness of aircraft, personnel licences of crew members and all other similar documents established or rendered valid by either Contracting Party shall also be recognized as valid by the other Contracting Party.

3. Each Contracting Party nevertheless reserves the right to refuse to recognize, for the purpose of flight above its territory, personnel licences and other documents issued to its own nationals by the other Contracting Party.
4. Members of the crews of aircraft of the airlines designated by the Contracting Parties shall be nationals of the Contracting Parties.

Article 9

1. In case of a forced landing by or accident involving an aircraft of one Contracting Party in the territory of the other Contracting Party, the Party in whose territory the accident occurred shall immediately notify the other Party thereof; it shall take the necessary action to investigate the causes of the accident, shall immediately render all necessary assistance to the crew members and passengers injured in the accident, and shall protect the aircraft, mail, baggage and cargo, found at the scene.
2. The Contracting Party conducting the inquiry shall notify the other Party of the findings of the inquiry and shall deliver to it one copy of the report. The Party to which the aircraft belongs shall have the right to appoint observers to attend the inquiry.

Article 10

The amount of all income derived from the operation of the agreed services, payable to the airline designated by either Contracting Party, shall be transferred to the head office of that airline in accordance with the provisions of the Syro-Soviet Payments Agreement, and such amount shall be exempt from all taxes.

Article 11

All accounts between the airlines designated by the Contracting Parties for air transport and related services shall be settled in accordance with the Syro-Soviet Payments Agreement.

Article 12

Each Contracting Party shall grant to the airline designated by the other Contracting Party the right to maintain at the stopping places of the agreed services in the territory of the first Contracting Party such representatives, who are nationals of its country, as may be necessary for the designated airline to ensure the operation of the agreed services. The number of representatives shall be fixed by agreement between the designated airlines and shall be subject to the approval of the aeronautical authorities of the two Contracting Parties.

Article 13

Each Contracting Party may at any time request a consultation between the competent aeronautical authorities of the two Contracting Parties to discuss the

interpretation, application or modification of this Agreement. Such consultation shall commence at the latest within sixty days from the date on which such request is received. If the two Parties agree on the modifications to be made to the Agreement, such modifications shall take effect after they have been confirmed by an exchange of notes through the diplomatic channel.

Article 14

If a dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, they shall in the first place endeavour to settle it by direct negotiation between the aeronautical authorities of the Contracting Parties.

If such negotiations do not result in an agreement, the dispute shall be settled through the diplomatic channel.

Article 15

This Agreement shall come into force on the date on which diplomatic notes are exchanged, at Damascus, stating that the formalities required by the national legislation of the Contracting Parties have been accomplished.

It shall remain in force until either Contracting Party gives notice to the other Contracting Party of its desire to denounce it. In such event, the Agreement shall terminate twelve months after the date on which the notice of denunciation is delivered to the other Contracting Party.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement and have affixed thereto their seals.

DONE at Damascus on 27 December 1962 in two original copies, in the Arabic, Russian and French languages, all three texts being equally authentic.

For the Government
of the Syrian Arab Republic :

Youmni DEMLOGE

For the Government
of the Union of Soviet Socialist
Republics :

V. DANILYTCHEV

ANNEX I

1. The Government of the Union of Soviet Socialist Republics designates for the operation of the agreed services specified in the schedule of routes for Soviet aircraft, contained in this annex : the Central Civil Aviation Board of the Council of Ministers of the USSR (Aeroflot).
2. The Government of the Syrian Arab Republic designates for the operation of the agreed services specified in the schedule of routes for Syrian aircraft, contained in this annex : the company Syrian Arab Airlines (SAAL).
3. The airline designated by the Government of the Syrian Arab Republic shall enjoy in the territory of the Soviet Union the right to pick up and set down international traffic in passengers, mail and cargo in accordance with paragraph 5 of this annex.
4. The airline designated by the Government of the Soviet Union shall enjoy in the territory of the Syrian Arab Republic the right to pick up and set down international traffic in passengers, mail and cargo in accordance with paragraph 6 of this annex.
5. A preferential right to provide transport between the Soviet Union and points in third States which lie on the routes of the agreed services shall vest in the airline designated by the Government of the Soviet Union. The foregoing shall not apply, however, in the case of points to which that airline does not make scheduled flights.
6. A preferential right to provide transport between the Syrian Arab Republic and points in third States which lie on the routes of the agreed services shall vest in the airline designated by the Government of the Syrian Arab Republic. The foregoing shall not apply, however, in the case of points to which that airline does not make scheduled flights.

AGREED SERVICES

Schedule of routes

1. Routes for Soviet aircraft :

Moscow – Sofia – Belgrade – Nicosia – Damascus – Baghdad – points beyond Iraq, in both directions.

2. Routes for Syrian aircraft :

Damascus – Athens or Istanbul – Rome or Vienna – Geneva or Zurich – Warsaw – Moscow – points beyond the USSR (via the frontier point at Ventspils), in both directions.

NOTES :

1. The designated airlines of the Contracting Parties may omit one or all of the intermediate stops or the stops beyond the other Contracting Party, on their flights forming part of the agreed services.

2. The points “ beyond ” shall be fixed later by agreement between the aeronautical authorities of the two Contracting Parties.

ANNEX II

GENERAL PROVISIONS

1. The Contracting Parties undertake to adopt all necessary measures to ensure the safe and efficient operation of the agreed services. For this purpose each Contracting Party shall make available to aircraft of the airline designated by the other Contracting Party all technical facilities at its disposal in the field of telecommunications, aids to air navigation and such other services as are necessary for the operation of the agreed services.
2. The information and assistance provided in accordance with the terms of this Annex by each Contracting Party shall be sufficient to meet the reasonable flight safety requirements of the airline designated by the other Contracting Party.

PROVISION OF INFORMATION

3. The information to be furnished by each Contracting Party shall include all necessary particulars of the regular and alternate aerodromes to be used for the operation of the agreed services, on the routes to be flown in the territory of that Contracting Party, of the radio and other aids to air navigation available, and of other air traffic control methods and procedures.
4. The information shall also include all relevant meteorological information, which shall be furnished both before take-off and during flights on the agreed services. The Aeronautical Authorities of the Contracting Parties shall use the international code for the transmission of meteorological information and shall agree on appropriate periods for the transmission of meteorological forecasts, taking into account the flight schedules established for the agreed services.
5. The aeronautical authorities of the Contracting Parties shall arrange for the continuous dissemination of all amendments to the information to be furnished under paragraphs 3 and 4 of this annex and for the immediate transmission of any notice relating thereto to the operating airline and to the services concerned. This shall be done by means of "NOTAMS" transmitted either by existing international telecommunications circuits, with subsequent confirmation in writing, or by mail only, provided that the addressee can receive the message in good time. "NOTAMS" shall be transmitted in Russian and English or in Arabic and English.
6. The exchange of information by means of NOTAMS shall begin as soon as possible and, in any event, before the inauguration of the agreed services.

PREPARATION OF FLIGHT PLANS AND AIR TRAFFIC CONTROL PROCEDURES

7. The crews of aircraft used on the agreed services by the airline designated by one Contracting Party shall be fully conversant with the air traffic control procedures applied by the aeronautical authorities in the territory of the other Contracting Party.
8. The aeronautical authorities of each Contracting Party shall, before each flight and, whenever necessary, during flights within its flight information region, communicate to the crews of aircraft of the airline designated by the other Contracting Party: (a) information on the condition of aerodromes and air navigation facilities necessary for

carrying out the flight, (b) written information, charts and diagrams and additional verbal information concerning current weather conditions over the entire route and at the point of destination and the forecasts of the weather at the point of destination.

9. Before each flight, the commander of the aircraft shall submit a flight plan for approval by the air traffic control authorities of the country of departure. The flight must be carried out in accordance with the approved plan. No change may be made in the flight plan without the permission of the competent air traffic control authority, except in an emergency situation necessitating immediate action by the commander of the aircraft, acting on his own responsibility.

In such event, the competent air traffic control authority shall be informed as soon as possible of the changes in the flight plan.

10. The commander of the aircraft shall maintain a continuous listening watch on the transmitting frequencies of the competent air traffic control authority and shall be ready at all times to transmit on the said frequencies, in particular, all information on the position of the aircraft and meteorological observations in accordance with national regulations.

11. Unless otherwise agreed between the aeronautical authorities of the Contracting Parties, communication between aircraft and the appropriate air traffic control authority shall be established by radiotelephony in the Russian or English languages, when working with stations in the Soviet Union, and in the Arabic or English languages, when working with stations in the Syrian Arab Republic, on frequencies fixed for this purpose by the Contracting Parties.

Where long-range transmission of information is required, radiotelegraphy, using the international "Q" code, may be employed, if available.

EQUIPMENT OF AIRCRAFT

12. Aircraft used on the agreed services by the airline designated by either Contracting Party shall, if possible, be equipped to use the aids to air navigation enabling them to fly along the authorized route and one or more of the landing aids in use in the territory of the other Contracting Party.

13. Aircraft used on the agreed services shall be equipped with radio transmitters with the appropriate frequencies for communication with the ground radio stations in the territory of the other Contracting Party.

FLIGHT AND AIR TRAFFIC CONTROL PROCEDURES

14. For the purposes specified in this Annex, the flight, air traffic control and other procedures in force in the territory of each Contracting Party shall be applied.

TELECOMMUNICATIONS

15. For the exchange of information necessary for the operation of the agreed services, including the transmission of "NOTAMS", and for air traffic control purposes, the aeronautical authorities of the Contracting Parties shall :

(a) Use the existing communication links between Moscow and Damascus.

- (b) Establish, if it should prove necessary, direct two-way radio communication between Moscow and Damascus; such communication may also be used for the exchange of information between the airlines of the Contracting Parties in order to ensure the regular and satisfactory operation of the agreed services.

EXCHANGE OF LETTERS

I

Sir,

With reference to the Agreement between the Government of the Union of Soviet Socialist Republics and the Government of the Syrian Arab Republic concerning scheduled civil air services, signed this day,¹ I have the honour to confirm the following arrangement agreed between us.

Members of the crews of aircraft of the airlines designated by the Contracting Parties shall be nationals of the Contracting Parties.

The Syrian designated airline shall temporarily have the right to employ as crew members of its aircraft carrying out flights on the agreed services, in addition to nationals of the Contracting Parties, nationals of States whose aircraft carry out flights in the USSR under air transport agreements.

If the Government of the Syrian Arab Republic is in agreement with the foregoing, I have the honour to propose that this letter and your reply shall be regarded as constituting an agreement between our two Governments on this question.

Accept, Sir, etc.

Damascus, 27 December 1962

V. DANILYCHEV
Chairman of the Delegation
of the Union of Soviet Socialist Republics

Mr. Youmni Demloge
Chairman of the Delegation
of the Syrian Arab Republic

¹ See p. 286 of this volume.

II

Sir,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows :

[*See letter I*]

I have the honour to confirm that the Government of the Syrian Arab Republic is in agreement with the contents of this letter and regards your letter and this reply as constituting an agreement between our two Governments on this question.

Accept, Sir, etc.

Damascus, 27 December 1962

Youmni DEMLOGE
Chairman of the Delegation
of the Syrian Arab Republic

Chairman of the Delegation
of the Union of Soviet Socialist Republics
