

No. 7179

**SYRIAN ARAB REPUBLIC
and
POLAND**

Agreement concerning scheduled civil air services (with annex and exchange of letters). Signed at Damascus, on 10 November 1962

Official text: French.

Registered by the Syrian Arab Republic on 24 March 1964.

**RÉPUBLIQUE ARABE SYRIENNE
et
POLOGNE**

Accord relatif aux transports aériens civils réguliers (avec annexe et échange de lettres). Signé à Damas, le 10 novembre 1962

Texte officiel français.

Enregistré par la République arabe syrienne le 24 mars 1964.

[TRANSLATION — TRADUCTION]

No. 7179. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC AND THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC CONCERNING SCHEDULED CIVIL AIR SERVICES. SIGNED AT DAMASCUS, ON 10 NOVEMBER 1962

The Government of the Polish People's Republic and the Government of the Syrian Arab Republic, hereinafter referred to as "the Contracting Parties", desiring to promote scheduled civil air transport between the two countries, have agreed on the following provisions :

Article 1

For the purposes of this Agreement :

- (a) The expression "aeronautical authorities" shall mean, in the case of the Polish People's Republic, the Ministry of Communications, and, in the case of the Syrian Arab Republic, the Ministry of Defence, Directorate General of Civil Aviation or, in both cases, any individual or agency authorized to perform the functions for which those authorities are responsible;
- (b) The expression "designated airline" shall mean any airline designated to operate the agreed air services on the routes specified in the annex² to this Agreement, which has obtained the operating permit in accordance with article 3 of the said Agreement.

Article 2

Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the annex to this Agreement. These services and routes are hereinafter referred to, respectively, as "agreed services" and "specified routes". The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights :

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To make stops in the said territory for non-traffic purposes;

¹ Came into force on 10 June 1963 by an exchange of diplomatic notes signifying the approval of the Agreement by both Contracting Parties pursuant to their legislation, in accordance with article 19.

² See p. 241 of this volume.

- (c) To set down and pick up, at the points defined on the specified routes, international traffic in passengers, mail and cargo, in accordance with the provisions of this Agreement.

Article 3

The provisions of this Agreement shall not be regarded or interpreted as conferring exclusive rights on the other Contracting Party or its designated airline or as discriminating against the airlines of any third country.

Article 4

1. Each Contracting Party shall have the right to designate an airline to operate the agreed services on the specified routes. Such designation shall be notified in writing to the aeronautical authorities of one Contracting Party by the aeronautical authorities of the other Contracting Party.

2. The Contracting Party which has received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this article, without delay, grant the appropriate operating permit to the airline designated by the other Contracting Party.

3. The aeronautical authorities of either Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by the said authorities for the operation of international air services, in accordance with the provisions of the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944.¹

4. Each Contracting Party shall have the right to refuse to grant the operating permit referred to in paragraph 2 of this article or to impose such conditions as it may deem necessary on the exercise, by the designated airline, of the rights specified in article 2 of this Agreement, whenever the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline or in individuals or bodies corporate having the nationality of that Party.

5. Upon receipt of the operating permit referred to in paragraph 2 of this article, the designated airline may at any time commence operation of any agreed service, provided that a tariff established in accordance with the provisions of article 11 of this Agreement is in force in respect of that service.

¹ United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346; Vol. 51, p. 336; Vol. 139, p. 469; Vol. 178, p. 420; Vol. 199, p. 362; Vol. 252, p. 410; Vol. 324, p. 340; Vol. 355, p. 418; Vol. 409, p. 370, and Vol. 472.

Article 5

1. Each Contracting Party shall have the right to revoke an operating permit or to suspend the exercise by the airline designated by the other Contracting Party of the rights specified in article 2 of this Agreement, or to impose such conditions as it may deem necessary on the exercise of those rights whenever :

- (a) It is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline or in individuals or bodies corporate having the nationality of that Party, or
- (b) That airline has failed to comply with the laws and regulations of the Contracting Party which granted those rights, or
- (c) That airline fails to operate the agreed services in accordance with the conditions prescribed under this Agreement.

2. Unless the revocation, suspension or imposition of conditions referred to in paragraph 1 of this article are required immediately in order to prevent further infringement of the laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article 6

The capacity provided by each of the airlines designated to operate the agreed services shall be related to the traffic demand; it shall be determined by direct agreement between the designated airlines in the case of common routes and shall be subject to approval by the aeronautical authorities of the two Contracting Parties.

Article 7

1. Each Contracting Party may impose or permit to be imposed fair and reasonable charges for the use of airports and other facilities. These charges shall not exceed those which would be paid by its national aircraft or by the aircraft of the most favoured nation engaged in similar international services.

2. Fuel, lubricating oils, spare parts, aircraft stores and regular equipment for the maintenance and repair of aircraft, introduced or taken on board in the territory of one Contracting Party by or on behalf of the other Contracting Party or its designated airline and intended solely for use by the aircraft of that airline shall, with respect to customs duties, inspection fees and other duties and charges imposed by the first Contracting Party, be accorded treatment as favourable as that applied to airlines of the most favoured nation.

3. The aircraft used on the agreed services by the designated airlines of one Contracting Party and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained 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 and charges, even though such equipment and supplies be used or consumed on flights over the said territory, subject to normal customs supervision.

Article 8

Regular aircraft equipment and stores on board aircraft used by the designated airline of 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 case, they may be placed under the supervision of those authorities until such time as they are re-exported or otherwise disposed of with the authorization of the same authorities.

Article 9

Passengers in direct transit across the territory of either Contracting Party shall be subject to simplified controls only. Baggage and cargo in direct transit shall be exempt from customs duties and other similar charges.

Article 10

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 flights by such aircraft over 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, immigration and clearance formalities, passports, customs and health controls, shall apply to passengers, crews, mail and cargo carried in aircraft of the airline designated by the other Contracting Party, while such aircraft are within the said territory.

Article 11

1. The tariffs to be applied by the designated airline of either Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation and reasonable profit.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be agreed upon by the designated airlines of both Contracting Parties. The designated airlines shall, where possible, reach such agreement through the rate-fixing machinery established by an international air transport association of which the designated airlines are members.

3. The tariffs so agreed shall be submitted for approval by the aeronautical authorities of the Contracting Parties at least forty-five days before the proposed date of their introduction. In special cases, this time-limit may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines cannot agree on one of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph 2 of this article, or if, during the first thirty days of the period of forty-five days referred to in paragraph 3 of this article, the aeronautical authorities of one Contracting Party notify the aeronautical authorities of the other Contracting Party of their disapproval of any tariff determined in accordance with the provisions of paragraph 2 of this article, the aeronautical authorities of the Contracting Parties shall endeavour to fix such tariff by mutual agreement.

5. No tariff shall come into force unless it has been approved by the aeronautical authorities of the Contracting Parties. If the aeronautical authorities cannot agree, the dispute shall be settled in accordance with the procedure provided for in article 15. Pending settlement of the dispute, the tariffs previously in force or, if no tariffs have yet been fixed, reasonable tariffs shall be applied by the airlines concerned.

6. The tariffs established in accordance with the provisions of this article shall remain in force until new tariffs have been established in accordance with the provisions of this article.

Article 12

The settlement of accounts and payments between the designated airlines shall be effected in the manner prescribed and in accordance with the system in force for the settlement of accounts between the two Contracting Parties.

Article 13

Each Contracting Party undertakes not to impose any tax on the receipts or profits accruing from the operation of aircraft in international traffic by the designated airline of the other Contracting Party.

Article 14

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall, at the request of one of these authorities, consult each

other in order to ensure that the principles laid down in this Agreement are respected and its provisions implemented. To this end they shall exchange the requisite information.

Article 15

Any dispute relating to the interpretation or application of this Agreement shall be settled first by direct negotiations between the aeronautical authorities. If these negotiations do not result in an agreement within ninety days from the date on which one Contracting Party first notifies the other Contracting Party of the case, the dispute shall be settled through the diplomatic channel.

Article 16

1. The annex to this Agreement shall be considered an integral part of the Agreement and any reference to the Agreement shall include reference to the annex, unless otherwise provided in the text of the Agreement.

2. Should either Contracting Party consider it desirable to modify any clause of this Agreement or its annex, the aeronautical authorities of the Contracting Parties shall consult together for that purpose. Such consultation shall take place within sixty days from the date of the request therefor.

3. If the said authorities agree on the modifications to be made to the Agreement, such modifications shall take effect after they have been confirmed by an exchange of diplomatic notes.

4. Modifications of the annex shall not require an exchange of diplomatic notes.

Article 17

1. Each Contracting Party shall require its designated airline to communicate to the aeronautical authorities of the other Contracting Party, as far in advance as possible, its proposed time-table and tariffs and any other information concerning the operation of the agreed services.

2. Each Party shall require its designated airline to communicate regularly to the aeronautical authorities of the other Contracting Party traffic statistics relating to the agreed services.

Article 18

This Agreement shall remain in force for an indefinite period. Either of the Contracting Parties may denounce it at any time by giving notice in writing to the other Contracting Party. In such event this Agreement shall terminate twelve months after the date on which notice is received by the other Contracting Party.

Article 19

This Agreement shall enter into force on the date when its approval according to the legislation of each of the Contracting Parties is mutually signified by an exchange of diplomatic notes.

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

DONE at Damascus on 10 November 1962 in duplicate, in the French language.

For the Government
of the Polish People's Republic :
Jan ZWIERZYNSKI

For the Government
of the Syrian Arab Republic :
Younni DEMLOGE

A N N E X

1. The specified routes for the designated airline of the Syrian Arab Republic :

Damascus or Aleppo – a point in Turkey – Rome or Athens – a point in Switzerland – Vienna – Warsaw – Moscow – a point in Scandinavia – London.

2. The specified routes for the designated airline of the Polish People's Republic :

Warsaw – Vienna – Belgrade or Athens or Sofia – a point in Turkey – Damascus or Aleppo – Basra – a point in Iran – Kabul – a point in India.

EXCHANGE OF LETTERS

I

Sir :

With reference to article 2, paragraph (a) of the Agreement between the Syrian Arab Republic and the Polish People's Republic on scheduled civil air transport, signed on 10 November 1962, granting the right of overflight to the airlines designated by the Contracting Parties, I have the honour to point out to you that it has been agreed that each of these airlines shall make in the territory of the other Contracting Party a number of stops which shall be in reasonable proportion to the total number of flights which it makes over that territory.

That proportion shall be determined in the course of subsequent negotiations between the aeronautical authorities of the two Contracting Parties.

Accept, Sir, the assurances of my highest consideration.

Damascus, 10 November 1962

Younni DEMLOGE
Chairman of the Syrian Delegation

Mr. Jan Zwierzynski
Chairman of the Delegation
of the Polish People's Republic
Damascus

II

Sir :

I have the honour to acknowledge receipt of the letter which you addressed to me this day, the text of which is reproduced hereunder :

[See letter I]

I have the honour to confirm that the Government of the Polish People's Republic agrees to the terms of that letter.

Accept, Sir, the assurances of my highest consideration.

Damascus, 10 November 1962

Jan ZWIERYNSKI
Chairman of the Polish Delegation

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