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BULGARIE
and
SYRIA

Agreement concerning scheduled civil air services (with annex). Signed at Damascus on 13 December 1964

Authentic text: French.

Registered by Bulgaria on 20 October 1969.

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et
SYRIE

Accord relatif aux transports aériens civils réguliers (avec annexe). Signé à Damas le 13 décembre 1964

Texte authentique: français.

Enregistré par la Bulgarie le 20 octobre 1969.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BULGARIA AND THE GOVERN-
MENT OF THE SYRIAN ARAB REPUBLIC CONCERNING
SCHEDULED CIVIL AIR SERVICES

The Government of the People's Republic of Bulgaria and the Government of the Syrian Arab Republic, hereinafter referred to as the "Contracting Parties",

Desiring to establish scheduled civil air services between their two countries, have agreed as follows :

Article I

For the purposes of this Agreement and annexes thereto :

(a) The expression "aeronautical authorities" shall mean :

- (1) In the case of the People's Republic of Bulgaria, the Ministry of Transport and Communications;
- (2) In the case of the Syrian Arab Republic, the Directorate General of Civil Aviation;

or, in both cases, any individual or agency authorized to perform the functions exercised at present by the above-mentioned authorities.

(b) The expression "territory" shall mean the land areas, territorial waters adjacent thereto and the air space above under the sovereignty of either Contracting Party.

(c) The expression "designated airline" shall mean any airline designated by one of the Contracting Parties to operate the agreed services.

(d) The expression "agreed services" shall mean air services operated on the routes specified in the annex to this Agreement.

The annex to this Agreement is an integral part thereof, and any reference to the Agreement shall, unless otherwise provided, be considered as a reference to its annex.

Article II

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international

¹ Came into force on 13 December 1964 by signature, in accordance with article XVII (1).

air services on the routes specified in the annex to this Agreement. The airlines 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; and
- (c) To make stops in the said territory at the points specified in the annex to this Agreement for the purpose of setting down and taking up international traffic in passengers, mail and cargo.

2. On common routes the designated airlines shall take their mutual interests into account in order not to affect unduly their respective services.

Article III

1. Each Contracting Party shall have the right to designate, by written notification to the other Contracting Party, one or more airlines to operate the agreed services on the specified routes.

2. On receipt of such notification, each Contracting Party shall without delay issue the necessary operating permit to the airlines designated by the other Contracting Party, subject to the provisions of paragraphs 3 and 4 of this article.

3. Before issuing the permit referred to in paragraph 2 of this article, the aeronautical authorities of each 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 and reasonably applied by the said authorities for the operation of international air services.

4. Each Contracting Party shall have the right to withhold from the airline designated by the other Contracting Party the operating permits referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in article II 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. Operation of the agreed services under the terms of this Agreement may commence at any time after the airline has been designated and has received the necessary operating permit in accordance with the provisions of this Agreement.

6. Each Contracting Party shall have the right to revoke by written notification to the other Contracting Party its designation of an airline, and to designate another airline in its place.

Article IV

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

- (a) Whenever the conditions specified in article III, paragraph 4, have not been fulfilled;
- (b) If the designated airline has failed to comply with the laws or regulations of the Contracting Party which granted the rights;
- (c) Whenever the designated airline, in operating the agreed services has failed to meet the conditions prescribed in this Agreement and in the annex thereto.

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 infringements of laws or regulations, the above-mentioned right shall be exercised only after consultation with the other Contracting Party.

Article V

1. The tariffs to be applied by the airline of one 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, reasonable profit and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this article shall be agreed by the designated airlines of both Contracting Parties. If the airlines cannot agree on certain tariffs, the aeronautical authorities of the Contracting Parties shall endeavour to settle the matter between themselves.

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

4. The aeronautical authorities of each Contracting Party shall directly notify the aeronautical authorities of the other Contracting Party of their accept-

ance or rejection of the proposed tariffs as soon as practicable and, where possible, at least fifteen days before the proposed date of introduction of the tariffs. Any dispute which may arise in this regard shall be settled in accordance with the provisions of article XIV, paragraph 2, of this Agreement.

Article VI

Each Contracting Party undertakes to accord to the other Contracting Party free transfer, at the official rate of exchange, of any excess of receipts over expenditures obtained in its territory in connexion with the carriage of passengers, baggage, mail and cargo by the designated airline of the other Contracting Party. Wherever the payments system between the Contracting Parties is governed by a special agreement, such agreement shall apply.

Article VII

Fees and other charges for the use of airports and of airport installations and technical facilities in the territory of each Contracting Party shall be levied in accordance with the tariffs officially established under the laws and regulations of the said Contracting Party and applicable to other airlines.

Article VIII

1. Aircraft operating the agreed services, as well as the fuel, lubricating oils, spare parts, regular equipment and stores on board the aircraft, shall, on entry into or departure from the territory of the other Contracting Party, be exempt from import and export duties and from all other duties and charges, except where such material is transferred to a third party in the territory of the other Contracting Party.

2. Fuel and lubricating oils for use by aircraft of the airlines designated by each Contracting Party on the agreed services, taken on board in the territory of the other Contracting Party, shall be exempt from customs duties and other national and local duties and charges.

3. Fuel, lubricating oils, spare parts, regular equipment and aircraft stores which are imported into and/or stored in the territory of one Contracting Party for use or consumption by aircraft of the airlines of the other Contracting Party, and which are necessary for flight performance and safety on the agreed services, shall, on entry into and departure from the territory of the other Contracting Party, be exempt from import and export duties and from other duties and charges; provided that, except by agreement of the Parties, such material shall not be transferred to a third party in that territory. The spare parts, regular equipment

and stores referred to above shall be used in the restricted area of the airport where aircraft are serviced and where passenger and cargo traffic is handled. However, in the case of a forced landing or a landing at a reserve airport, the above-mentioned material shall be transported to the site of the aircraft.

4. The above-mentioned objects and material shall be subject to customs control while they are in the territory of the other Contracting Party.

Article IX

1. Aircraft employed by the designated airlines for the operation of the agreed services shall bear the nationality and registration marks of their country and shall carry the following documents :

- Certificate of registration;
- Certificate of airworthiness;
- Aircraft radio operating licence;
- Licence for each member of the crew;
- Journey log book or any other document in lieu thereof;
- Passenger list;
- If the aircraft transports cargo, a cargo manifest including a detailed declaration of the cargo and an indication of the final destination;

- Licence to carry certain types of cargo by air, where required.

2. The aeronautical authorities of either Contracting Party may, after notifying the aeronautical authorities of the other Contracting Party, require that the aircraft operating the agreed services carry other documents additional to those referred to above.

Article X

Certificates of airworthiness and crew members' service licences issued or rendered valid by either Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services.

Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight over its territory, service and other licences granted to its nationals by the other Contracting Party.

Article XI

1. The laws and regulations of each Contracting Party relating to the admission to, stay in and departure from its territory of aircraft engaged in international air navigation, or to the operation, navigation and movement of such aircraft while within its territory, shall apply to aircraft of the airlines designated by the other Contracting Party. The regulations and procedures relating to the performance and safety of flights applied by one Contracting Party to the aircraft of the other Contracting Party shall be the same as those applied to its own aircraft and to international air services in general.

2. Passengers and crews of aircraft and consignors of cargo shall be required to comply, either personally or through a third party acting in their name and on their behalf, with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crews or cargo. The foregoing refers in particular to provisions of regulations dealing with importation, exportation and emigration and with customs, currency and health formalities.

Article XII

Each Contracting Party shall provide facilities for and give every assistance to aircraft of the other Contracting Party which are in distress or involved in an accident in its territory, and shall do so in the same measure as it would for its own aircraft.

Where an aircraft of one Contracting Party is in distress, involved in an accident or a forced landing, sustains damage or suffers a disaster in the territory of the other Contracting Party, the latter shall :

- (a) Give all possible assistance to the aircraft;
- (b) Immediately notify the other Contracting Party of the accident which has occurred;
- (c) Take immediate action to assist the crew and passengers injured in the accident;
- (d) Ensure the protection of mail, baggage and cargo on board the aircraft;
- (e) Ensure the preservation of the wreckage and other traces of the accident, as well as the documentation on board and other documentation relating to the flight.

The Contracting Party in whose territory the accident has occurred shall arrange for an inquiry into the causes and circumstances of the accident. At the request of the other Contracting Party, it shall grant representatives of that Party free access to its territory for the purpose of attending as observers the inquiry into the accident.

The Contracting Party conducting the inquiry shall transmit the findings and a copy of all documentation relating to the accident to the other Contracting Party. The copy shall include all documents and data which are required, in accordance with the laws and regulations, for international flights over the territory of the Contracting Party conducting the inquiry.

Article XIII

The designated airlines shall be entitled to maintain in the territory of the other Contracting Party such representations, with technical and commercial personnel, as are necessary for the operation of the air services provided for in the annex to this Agreement.

The number of persons to be employed for this purpose shall be agreed between the Contracting Parties.

The representatives must be nationals of one of the Contracting Parties.

The local aeronautical authorities shall render assistance to the representations in the performance of their functions.

Article XIV

1. In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall consult together from time to time in order to satisfy themselves that the provisions of this Agreement and its annex are being applied and observed in a satisfactory manner.

2. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement or its annex, the Contracting Parties shall in the first place endeavour to settle it by direct negotiations between their respective aeronautical authorities. If the negotiations do not result in an agreement, the dispute shall be settled through the diplomatic channel.

Article XV

1. If either Contracting Party considers it desirable to modify any provision of this Agreement, it may request consultation with the other Contracting Party for that purpose; such consultation, which may be conducted between the aeronautical authorities either orally or by correspondence, shall begin within sixty days from the date of the request therefor. If the Contracting Parties agree on the modifications to be made in the provisions of this Agreement, such modifications shall take effect after they have been confirmed by an exchange of diplomatic notes.

2. Modifications in the routes specified in the annex to this Agreement may be agreed directly between the aeronautical authorities of the two Contracting Parties.

Article XVI

This Agreement shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the Charter.

Article XVII

1. This Agreement shall enter into force on the date of its signature.
2. This Agreement shall cancel and supersede any previous agreement concerning air services between the two Contracting Parties.
3. This Agreement may be denounced by either Contracting Party and shall terminate twelve months after the date on which notice of such denunciation is received by the other Contracting Party.

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

DONE at Damascus on 13 December 1964, in duplicate, in the French language.

For the Government
of the Syrian Arab Republic :

Youmni DEMLOGE

[SEAL]

For the Government
of the People's Republic
of Bulgaria :

Lazare BELOUKHOV

[SEAL]

A N N E X

I

The airline designated by the Syrian Arab Republic shall be entitled to operate scheduled air services on the routes specified hereunder, and in doing so shall enjoy the rights provided for in article II of the Agreement :

- (1) Points in Syria—Ankara—Istanbul—Athens—Sofia, in both directions.
- (2) Points in Syria—Ankara—Istanbul—Athens—Sofia and beyond in both directions.

II

The airline designated by the People's Republic of Bulgaria shall be entitled to operate scheduled air services on the routes specified hereunder, and in doing so shall enjoy the rights provided for in article II of the Agreement :

- (1) Points in Bulgaria—Athens—Istanbul—Ankara—Damascus, in both directions.
- (2) Points in Bulgaria—Athens—Istanbul—Ankara—Damascus and beyond in both directions.

The points "beyond" shall be fixed at a later date by common agreement between the aeronautical authorities of the two Contracting Parties.

III

Before operating special flights, the airlines designated by each Contracting Party must obtain special permits. The airline concerned, designated by one of the Contracting Parties, shall address its request for such a permit directly to the aeronautical authorities of the other Contracting Party at least twenty-four hours before the flight is to commence. In exceptional circumstances involving the travel of very important persons or the transport of spare parts or technical equipment for the repair of aircraft of designated airlines which have suffered damage abroad, the above time period shall be reduced to five working hours.
