

No. 10165

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**YUGOSLAVIA  
and  
SYRIA**

**Agreement concerning air services (with annex). Signed  
at Damascus on 17 July 1966**

*Authentic text: English.*

*Registered by the International Civil Aviation Organization on 5 January 1970.*

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**YOUGOSLAVIE  
et  
SYRIE**

**Accord relatif aux services aériens (avec annexe). Signé  
à Damas le 17 juillet 1966**

*Texte authentique: anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 5 janvier 1970.*

AGREEMENT<sup>1</sup> BETWEEN THE FEDERAL SOCIALIST  
REPUBLIC OF YUGOSLAVIA AND THE SYRIAN ARAB  
REPUBLIC CONCERNING AIR SERVICES

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The Government of the Federal Socialist Republic of Yugoslavia and the Government of the Syrian Arab Republic, hereinafter referred to as “the Contracting Parties”,

Desiring to conclude an Agreement for the purpose of promoting the development of Air Services and so contribute to international co-operation,  
Have agreed as follows:

*Article I*

Each Contracting Party grants to the other Contracting Party, on a basis of reciprocity, the right of establishing scheduled air services on the routes specified in the Annex to this Agreement and in accordance with its provisions.

In conformity with the provisions of the present Agreement, the agreed services may be operated in whole or in part, immediately or at a later date, at the option of the Contracting Party to whom the right is granted.

*Article II*

1. The Aeronautical authorities of each Contracting Party shall communicate in writing to the aeronautical authority of the other Contracting Party that they have designated one or more airlines for the purpose of operating the agreed services.

2. On receipt of such designation the aeronautical authority of the other Contracting Party shall, subject to the provisions of paragraph 3 of this Article and Article III of this Agreement, grant, without delay, to the designated airline or airlines the appropriate authorization.

3. Before granting the above-mentioned authorization the aeronautical authority concerned may require the airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services.

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<sup>1</sup> Provisionally applied from 17 July 1966, date of the signature, in accordance with article XVIII.

*Article III*

1. The aeronautical authority of each Contracting Party shall have the right to refuse to grant or to revoke the operating authorization referred to in Article II, in any case where it is not satisfied that majority ownership and effective control are vested in the Contracting Party designating the airline or in its nationals.

2. The aeronautical authorities of both Contracting Parties reserve the right to revoke temporarily or definitively the operating authorization granted to an airline:

- a) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granted these rights, or
- b) in case the airline otherwise fails to conform with the stipulations of this Agreement.

3. Unless immediate revocation is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the aeronautical authority of the other Contracting Party.

*Article IV*

1. Each Contracting Party shall grant fair treatment and equal opportunity to the airline or airlines designated by the other Contracting Party to operate the agreed services and no difference will be made between the designated airlines and other foreign airlines operating similar services.

2. The agreed services shall have as primary objective the provision of capacity adequate to the normal and reasonably anticipated international air traffic requirement originating or terminating in the territory of the Contracting Party designating the airlines operating the services.

3. The designated airline or airlines of each Contracting Party may satisfy, within the limit of the capacity indicated in the first paragraph of the present Article, the needs of traffic between the territories of third countries situated on the specified routes and the territory of the other Contracting Party, taking into account the requirements of air transport and regional services.

*Article V*

The Contracting Parties consider it would be desirable that their designated airlines co-operate as closely as possible in the operation of the agreed services between their territories, in order to obtain appreciable economical results.

*Article VI*

1. The tariffs to be charged by the airline of one Contracting Party for the 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 costs of operation, reasonable profit, characteristics of services and principles regulating international air services in this domain.

2. The tariffs referred to in paragraph 1 of this Article shall be agreed upon by the designated airlines of both Contracting Parties. If the designated airlines cannot agree on any of these tariffs, the aeronautical authorities of the Contracting Parties shall determine the tariffs by agreement between themselves.

3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities at least thirty days before the proposed date of their introduction, in special cases this time limit may be reduced to no less than 48 hours before their coming into effect.

*Article VII*

The Contracting Parties agree that the charges imposed by one Contracting Party on the designated airline or airlines of the other Contracting Party for the use of airports, air navigation facilities and other technical installations, shall not exceed those imposed on foreign airlines engaged in similar international services.

*Article VIII*

1. Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores including food, beverages and tobacco on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

- a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;

- b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party;
- c) fuel and lubricants destined to supply aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

3. Equipment and spare parts introduced into and stored in the territory of one Contracting Party, by the designated airlines of the other Contracting Party, may be given to airlines of third parties after customs approval for the purpose of ensuring safety and regularity of international air services.

#### *Article IX*

Certificates of airworthiness and licences issued or rendered valid by one Contracting Party shall be recognized by the other Contracting Party, for the purpose of operating the agreed services.

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

#### *Article X*

1. The laws and regulations of each Contracting Party relating to the entry into and departure from its territory of aircraft engaged in international air navigation or to the flight and manoeuvre of such aircraft within its territory, shall be applied to the aircraft of the designated airline or airlines of the other Contracting Party.

2. The laws and regulations of each Contracting Party as to the admission to, stay in and departure from its territory of passengers, crews, cargo and mail of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, currency and quarantine, shall be applicable to such passengers, crews, cargo and mail carried on board aircraft of the designated airline or airlines of the other Contracting Party, while within the territory of that Contracting Party.

3. The designated airline or airlines of each Contracting Party shall comply, in their commercial and financial activities on the territory of the other Contracting Party, with the laws and regulations of that other Contracting Party.

*Article XI*

In a spirit of close co-operation, the Contracting Parties consider it desirable that their aeronautical authorities consult each other from time to time with a view to ensuring the satisfactory implementation of the provisions of the present Agreement and the Annex thereto.

*Article XII*

1. If either Contracting Party considers it desirable to modify any provision in the present Agreement such Contracting Party can at any time request through diplomatic channels consultations on the matter between the aeronautical authorities. Such consultations shall begin not later than 60 days, or such longer period as may be agreed between the Contracting Parties, from the date of the request. If the said authorities reach agreement on the modifications to be made, such modifications shall become effective when each Contracting Party notifies to the other that it has ratified or approved them, in accordance with its constitutional regulations.

2. If the aeronautical authorities of either Contracting Party consider it desirable to modify or to make any additions to the provisions of the Annex to this Agreement, they can at any time request consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall begin not later than 60 days, or such longer period as may be agreed between the aeronautical authorities, from the date of the request. If the said authorities agree on the proposed modifications or additions, such modifications or additions shall be brought into effect by a written arrangement between them, which will specify the date of their application, as well. Such arrangement cannot be contrary to the principles established in this Agreement.

*Article XIII*

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, they shall endeavour first to settle it by direct negotiations between their respective aeronautical authorities.

If a settlement is not reached through such negotiations the dispute shall be submitted for settlement through diplomatic channels.

2. If the Contracting Parties fail to reach a settlement through the procedure indicated in paragraph 1 of this Article, the Contracting Parties shall submit the dispute to an Arbitral Tribunal. For this purpose each Contracting Party shall nominate an arbitrator. The arbitrators so nominated shall appoint a third arbitrator who must be a national of a third country and shall act as president of the Tribunal.

3. If either of the Contracting Parties fails to nominate an arbitrator within the period of 60 days after one of the Contracting Parties has notified its intention to refer the dispute for decision to an Arbitral Tribunal, or if the arbitrators fail to reach an agreement to appoint the third arbitrator within a period of 30 days, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators, as the case requires.

4. Each Contracting Party shall pay the costs of the arbitrator it has appointed. The remaining costs of the arbitration tribunal shall be borne by the Contracting Parties equally.

5. The Contracting Parties undertake to comply with any decision given by the Arbitral Tribunal.

#### *Article XIV*

For the application of the present Agreement and its Annex the following terms shall have the following meaning:

- “territory”: the land areas and territorial waters adjacent thereto, including the air space above them, under the sovereignty of the respective state;
- “agreed services”: any scheduled air services performed by aircraft for public transport of passengers, cargo and mail, on the routes specified in the Annex to the present Agreement;
- “international air service”: any air service which passes through the air space over the territory of more than one State;
- “airline”: any air transport enterprise operating international air service;
- “designated airline”: any airline designated in accordance with Article II of the present Agreement;
- “aeronautical authorities”: For the Federal Socialist Republic of Yugoslavia, the Directorate General of Civil Aeronautics; for the Syrian Arab Republic, the Directorate General of Civil Aviation. (Or in both cases any other agency or person authorized to perform the functions presently exercised by the said authority.)

#### *Article XV*

The present Agreement and its Annex shall be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

*Article XVI*

The present Agreement, any amendment to it and any exchange of notes under this Agreement shall be communicated to the International Civil Aviation Organization for registration.

*Article XVII*

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement. In such case the Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

*Article XVIII*

The present Agreement shall come into force on a date to be laid down in an exchange of diplomatic notes, which shall state that the formalities required by the national legislation of each Contracting Party have been completed.

However, it shall be provisionally applied from the date of signature.

IN WITNESS WHEREOF the Plenipotentiaries, duly authorized thereto, have signed this Agreement.

DONE in two original texts in the English language at Damascus on the 17th day of July 1966.

For the Government  
of the Federal Socialist  
Republic of Yugoslavia:  
Mustafa VILOVIĆ

For the Government  
of the Syrian Arab  
Republic:  
Nahed AL-KHANI

## ANNEX

1. 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;
- c) to make stops in the said territory at the points specified for that route in the Annex to the present Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

2. Nothing in paragraph (1) of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

3. *a)* The airline or airlines designated by the Federal Socialist Republic of Yugoslavia shall be entitled to operate air services in both directions on each of the routes specified hereinafter :

- 1) Points in Yugoslavia – Athens – Nicosia or Beirut – Damascus and points beyond ;
- 2) Points in Yugoslavia – Istanbul – Nicosia or Beirut – Damascus and points beyond.

*b)* The airline or airlines designated by the Syrian Arab Republic shall be entitled to operate air services in both directions on each of the routes specified hereinafter :

- 1) Points in Syria – Nicosia – Athens – Belgrade and points beyond ;
- 2) Points in Syria – Istanbul – Sofia – Belgrade and points beyond.

4. *a)* The Yugoslav airline or airlines shall not enjoy traffic rights on the sectors : Athens - Damascus – Athens and Nicosia – Damascus – Nicosia.

*b)* The Syrian Arab Airline or airlines shall not enjoy traffic rights on the sectors : Athens – Belgrade – Athens and Nicosia – Belgrade – Nicosia.

*c)* The frequency of services and seat allotment for local traffic on the sectors Istanbul – Belgrade and Istanbul – Damascus will be determined by the aeronautical authorities of the two Contracting Parties and reasonable limitations may be imposed.

5. *a)* Intermediate points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights.

*b)* The “ points beyond ” shall be specified at a later date by agreement between the Aeronautical Authorities of the two Contracting Parties.