

**No. 11330**

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**CZECHOSLOVAKIA  
and  
SYRIAN ARAB REPUBLIC**

**Air Transport Agreement (with annex). Signed at Damascus  
on 18 July 1966**

*Authentic text: French.*

*Registered by the International Civil Aviation Organization on 17 September 1971.*

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**TCHÉCOSLOVAQUIE  
et  
RÉPUBLIQUE ARABE SYRIENNE**

**Accord relatif au transport aérien (avec annexe). Signé à  
Damas le 18 juillet 1966**

*Texte authentique: français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 17 septembre 1971.*

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE CZECHOSLOVAK SOCIALIST REPUBLIC AND THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC

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The Government of the Czechoslovak Socialist Republic and the Government of the Syrian Arab Republic, desiring to take steps to establish commercial scheduled air services between and beyond their respective territories, have agreed on the following provisions:

*Article 1*

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement and the annex thereto for the purpose of establishing and operating agreed scheduled international air services on the specified routes. These services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

*Article 2*

1. Each Contracting Party shall have the right to notify the other Contracting Party in writing of the designation of one or more airlines for the operation of the agreed services on the specified routes.

2. As soon as one Contracting Party has been notified of the designation of an airline by the other Contracting Party it shall, subject to the provisions of paragraph 3 of this article, grant the appropriate operating authorization as soon as possible.

3. The aeronautical authorities of one Contracting Party may require the designated airline of the other Contracting Party to satisfy them that it is capable of fulfilling the conditions prescribed under the laws and regulations normally applied to the operation of international air services.

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<sup>1</sup> Came into force provisionally from 18 July 1966, the date of signature, and definitively on 12 January 1969, the date of the last of the notifications by which each Contracting Party notified the other in writing that its constitutional formalities had been completed, in accordance with article 15.

*Article 3*

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 designated airline of 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 shall apply to passengers, crews, mail and cargo carried in aircraft of the designated airline of the other Contracting Party, while such aircraft are within the said territory.

*Article 4*

1. The aircraft used by the designated airline of one Contracting Party for the operation of the agreed services and the regular equipment of such aircraft, supplies of fuel and lubricating oils, spare parts and aircraft stores (including foodstuffs, beverages and tobacco) and other articles normally sold on board aircraft shall, on arrival in the territory of the other Contracting Party, be exempt from customs duties and other taxes and charges, provided that such equipment and supplies remain on board until re-exported or used on board the aircraft in flight, even if such a flight is made over the territory of that Contracting Party.

2. The following shall also be exempt from such duties and taxes with the exception of charges for services rendered :

- (a) Fuel and lubricating oils taken on board aircraft in the territory of one Contracting Party and intended for use by aircraft of the designated airline of the other Contracting Party operating on the specified routes, even though such supplies are intended for use on a part of the route over the territory of the Contracting Party in which they were taken on board ;
- (b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft used by the designated airline of the other Contracting Party operating on the specified routes ;
- (c) Aircraft stores obtained in the territory of one Contracting Party in quantities not exceeding the limits set by the authorities of the said Contracting Party, and intended for use on board aircraft of the other Contracting Party operating on the specified routes ;

3. Regular equipment, supplies of fuel and lubricating oils, aircraft stores and spare parts 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 authorization of the customs authorities of the latter. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or used in accordance with the customs regulations.

4. Literature advertising air travel and the necessary office equipment, including the office furniture of the representative of the airline of one Contracting Party, shall be exempt from customs duties and other charges on entry into the territory of the other Contracting Party.

5. The provisions and material specified above, with the exception of the literature advertising air travel mentioned in this article, which are accorded privileged treatment on entry into the territory of one Contracting Party in accordance with the foregoing paragraphs may not change ownership without the authorization of the customs authorities of that Contracting Party.

#### *Article 5*

1. Each Contracting Party shall, on the basis of reciprocity, accord the designated airline of the other Contracting Party exemption in its territory from all taxes on profits or receipts accruing from the operation of the agreed air services.

2. Taxes shall be charged for the use of airports in accordance with the tariffs established by the authorities of the Contracting Party in question.

#### *Article 6*

1. Receipts obtained by the designated airline of one Contracting Party in the territory of the other Contracting Party shall be transferred in accordance with the currency regulations in force in that Contracting Party. In the event that a payments agreement is concluded between the two Contracting Parties, it shall apply.

2. The Contracting Parties shall, as far as possible, facilitate the transfer of such receipts.

*Article 7*

1. The tariffs to be charged by the airlines 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, if possible, be agreed between the designated airlines of the two Contracting Parties.

3. The tariffs so established shall be subject to the approval of the aeronautical authorities of the Contracting Parties before they may be charged.

4. If no agreement can be reached on the tariffs to be charged by the designated airlines, any dispute shall be settled in accordance with article 11 of this Agreement.

*Article 8*

The designated airline of each Contracting Party shall be entitled to have at its disposal in the territory of the other Contracting Party an adequate number of technical and commercial staff for the services offered.

*Article 9*

1. For each of the routes specified in the annex, the agreed services shall be designed to provide, while conserving a suitable load factor, a transport capacity in line with the normal and foreseeable requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline operating such services.

2. Within the limits of the capacity stipulated in paragraph 1 of this article, the designated airline of one Contracting Party may satisfy the requirements of traffic between the territory of a third State lying on the routes specified in the annex and the territory of the other Contracting Party.

3. If the aeronautical authorities of one Contracting Party do not wish to provide part or all of the transport capacity on one or more of the lines for which that Contracting Party is responsible, it may transfer to the designated airline of the other Contracting Party, for a specified period, all or part of the transport capacity not provided.

This measure shall be subject to the approval of the aeronautical authorities of the Contracting Parties.

#### *Article 10*

The aeronautical authorities of the Contracting Parties shall, as necessary, maintain direct contact with each other and consult each other with a view to ensuring the application of this Agreement and the annex thereto.

#### *Article 11*

If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement or the annex thereto, the aeronautical authorities of the Contracting Parties shall settle it by direct negotiations. If such negotiations do not lead to an agreement, the dispute shall be settled through the diplomatic channel.

#### *Article 12*

1. If one of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultation on the matter with the other Contracting Party. Such consultation shall take place within 60 days from the date on which the request was sent and the consultation may be conducted either in writing or orally between the aeronautical authorities of the Contracting Parties.

2. The aeronautical authorities of the Contracting Parties may, by direct agreement between them, modify the annex to this Agreement. Such modification shall take place immediately.

3. Any modification of this Agreement or the annex thereto in accordance with the provisions of paragraphs 1 and 2 of this article shall enter into force definitively as soon as it has been approved by an exchange of notes between the Contracting Parties.

#### *Article 13*

For the purposes of this Agreement and the annex thereto, the following terms have the meanings set out below:

(a) The term “aeronautical authorities” means, in the case of the Czechoslovak Socialist Republic, the Správa civilního letectví ministerstva dopravy (Civil Aviation Department of the Ministry of Transport), and, in the case of the Syrian Arab Republic, the Directorate General of Civil Aviation, or, in both cases, any organ authorized to perform the functions currently exercised by the aforesaid authorities.

(b) The terms “agreed services” and “specified routes” mean the international air services and the routes specified in the annex to this Agreement.

(c) The term “designated airline” means an airline which one Contracting Party has notified to the other Contracting Party for the operation of the agreed services.

#### *Article 14*

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. If such notice is given, this Agreement shall cease to have effect one year after the notification has been transmitted to the other Contracting Party unless the notification has been withdrawn by common agreement before the expiry of that period.

#### *Article 15*

Each Contracting Party shall notify the other Contracting Party in writing when its constitutional formalities have been completed. The Agreement shall enter into force on the date of the second such written notification.

The provisions of this Agreement shall be applied provisionally from the date of its signature.

#### *Article 16*

Only the provisions of this Agreement and the annex thereto shall define the contractual relations with respect to air transport between the two Contracting Parties and shall terminate any contractual relationship with respect to air transport existing between these Contracting Parties prior to the signature of this Agreement and the annex thereto.

#### *Article 17*

This Agreement shall be registered with the secretariat of the International Civil Aviation Organization.

DONE at Damascus on 18 July 1966, in duplicate, in French.

IN WITNESS WHEREOF, the plenipotentiaries of the two Contracting Parties have signed this Agreement and have thereto affixed their seals.

For the Government  
of the Czechoslovak Socialist  
Republic:

M. MURÍN

For the Government  
of the Syrian Arab Republic:

NAHED AL KHANI

## ANNEX

TO THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE CZECHOSLOVAK SOCIALIST REPUBLIC AND THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC

1. The Government of the Syrian Arab Republic shall grant the designated airlines of the Government of the Czechoslovak Socialist Republic the authorization required for the operation of air services on the routes specified in Section I in accordance with the provisions of this annex. The Czechoslovak Socialist Republic designates “Československé aerolinie” as the airline authorized to operate the agreed air services.

2. The Government of the Czechoslovak Socialist Republic shall grant the designated airlines of the Government of the Syrian Arab Republic the authorization required for the operation of air services on the routes specified in Section II in accordance with the provisions of this annex. The Syrian Arab Republic designates “Syrian Arab Airlines” as the airline authorized to operate the agreed air services.

3. Under this Agreement, the designated airline of each Contracting Party shall have the right, in respect of the territory of the other Contracting Party:

- (a) To fly across that territory without landing;
- (b) To make technical stops;
- (c) To land for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

## SECTION I

*For the airline designated by the Government of the Syrian Arab Republic*

Damascus and/or Aleppo	Intermediate points	Prague and/or Bratislava	And beyond
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## SECTION II

*For the airline designated by the Government of the Czechoslovak Socialist Republic*

Prague and/or Bratislava	Intermediate points	Damascus and/or Aleppo	And beyond
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## NOTES

1. Each of the airlines designated to operate the agreed air services shall be authorized to make flights in both directions and may at its option omit one or more intermediate points and points beyond.

2. The points on the specified routes which are not identified shall be agreed between the aeronautical authorities of the two Contracting Parties and the relevant agreements shall enter into force by an exchange of letters between the aforesaid authorities.

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