

No. 18116

**SPAIN
and
SYRIAN ARAB REPUBLIC**

**Air Transport Agreement (with annex). Signed at Damascus
on 1 February 1979**

*Authentic texts: Spanish, Arabic and English.
Registered by Spain on 27 November 1979.*

**ESPAGNE
et
RÉPUBLIQUE ARABE SYRIENNE**

**Accord relatif aux transports aériens (avec annexe). Signé à
Damas le 1^{er} février 1979**

*Textes authentiques : espagnol, arabe et anglais.
Enregistré par l'Espagne le 27 novembre 1979.*

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF SPAIN AND THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC

The Government of the Kingdom of Spain and the Government of Syrian Arab Republic,

Desiring to promote the development of air transport between Spain and Syria and to continue to the fullest extent the international cooperation in this field,

Desiring to apply to the air transport the principles and provisions of the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944²,

Have agreed as follows:

Article I. DEFINITIONS

For the purpose of the interpretation and application of the present Agreement and its annex, except as otherwise provided herein,

(a) "The Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and includes any annex and amendment adopted under articles 90 and 94 of that Convention, approved by both Contracting Parties;

(b) The term "aeronautical authorities" means, in the case of the Syrian Arab Republic, the Directorate General of Civil Aviation of the Ministry of Transport and, in the case of Spain, the Ministry of Transport and Communication (Subsecretaria de Aviación Civil) or in both cases any person or body authorized to perform any functions exercised by the said Authorities;

(c) The term "designated airline" means the airline that each Contracting Party had designated to operate the agreed services in accordance with article III of this Agreement;

(d) The term "territory", "international service" and "stop for non-traffic purposes" have the meaning specified in articles 2 and 96 of the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

(e) The term "specified routes" means the routes established or to be established in the annex to the present Agreement;

(f) The term "agreed services" means the international air services which can be operated according to the provisions of the present Agreement in the specified routes.

¹ Applied provisionally from 1 February 1979, the date of signature, and came into force definitively on 11 October 1979, the date of the last of the diplomatic notes (exchanged on 27 August and 11 October 1979) by which both Governments informed each other of the completion of their respective constitutional requirements, in accordance with article XVIII.

² United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217, and vol. 1008, p. 213.

Article II. RIGHTS AND PRIVILEGES OF DESIGNATED AIRLINES

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing scheduled international air services on the routes in the annex hereto.

Such services and routes are hereafter called the "agreed services" and the "specified routes" respectively. 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 points specified for the route in the annex to the present Agreement for purpose of putting down and taking on international traffic, passengers, cargo and mail in accordance with the provisions of the annex to this Agreement, to or from the territory of the other Contracting Party or to or from the territory of any other State;
- (d) Nothing in this Agreement shall be deemed to confer on the designated airline of one Contracting Party the privilege of taking up in the territory of the other Contracting Party passengers, cargo or mail, with or without remuneration or hire and destined for another point in the territory of the other Contracting Party.

Article III. DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this article, without delay grant to the airline designated the appropriate permissions.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention of International Civil Aviation (Chicago, 1944).

4. Each Contracting Party shall have the right to refuse to grant the operating permissions 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 in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with provisions of article VI of the present Agreement is in force in respect of those services.

Article IV. REVOCATION OF AUTHORIZATIONS

1. Each Contracting Party shall have the right to withhold or to revoke an operating authorization or to suspend the exercise of the rights specified in article II of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) Where it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals;
- (b) Where that airline fails to comply with the laws and regulations of the Contracting Party granting these rights; or
- (c) Where that airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate withholding, revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this article is essential to prevent further infringements of laws or regulations, such rights shall be exercised only after consultation with the other Contracting Party.

Article V. EXEMPTION FROM CUSTOMS DUTIES, PASSENGERS IN TRANSIT

1. Aircraft operated on international air services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies or fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft, shall be exempted 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 said Contracting Party, and for use on board aircraft engaged in an international air services of the other Contracting Party;
- (b) Spare parts entered into the territory of either Contracting Party for the maintenance of repair of aircraft used on international air services by the designated airline of the other Contracting Party;
- (c) Fuel and lubricants destined to supply aircraft operated on international air services by the designated airlines 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. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article VI. TARIFFS

1. In the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those

prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

2. The tariffs to be charged by the airlines of one Party for carriage to or from the territory of the other 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 the other airlines.

3. The tariffs referred to paragraph 2 of this article shall, if possible, be agreed by the airlines concerned of both Parties, after consultation with the other airlines operating over the whole or part of the route, and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.

4. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Parties at least ninety (90) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

5. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty days from the date of submission, in accordance with paragraph 4 of this article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided in paragraph 4, the aeronautical authorities may agree that the period within any disapproval must be notified shall be less than thirty (30) days.

6. If a tariff cannot be agreed in accordance with paragraph 3 of this article, or if, during the period applicable in accordance with paragraph 5 of this article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph 3, the aeronautical authorities of the two Parties shall, after consultation with the aeronautical authorities of any other State whose advice they consider useful, endeavour to determine the tariff by mutual agreement.

7. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 4 of this article, or on the determination of any tariff under paragraph 6 of this article, the dispute shall be settled in accordance with the provisions of the present Agreement for the settlement of disputes.

8. A tariff established in accordance with the provisions of this article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve months after the date on which it otherwise would have expired.

Article VII. PROVISIONS, RULES AND REGULATIONS, PROHIBITED AREAS

1. The laws and regulations of each Contracting Party, relating to the admission to or departure from its own territory of aircraft engaged in international air navigation, or relating to the operation of such aircraft while within its territory, will be enforced to the aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations controlling the entry, stay and departure of passengers, crew, baggage, mail and cargo, over the territory of each Contracting Party, and also the regulations relating to the entry and departure from the country, such as immigration, customs and sanitary rules, will be enforced in such territory to the operations of the airline designated by the other Contracting Party.

3. For military reasons or public security, each Contracting Party shall have the right to restrain or forbid the flights of the aircraft belonging to the airline designated by the other Contracting Party above certain zones of its territory provided that such restrictions or prohibitions are applied equally to the aircraft of the airline designated by the first Contracting Party or the airlines of the other State which operated on international scheduled air services.

Article VIII. CERTIFICATES AND LICENSES

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided in the annex to the present Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standard which may be established pursuant to the conventions on International Civil Aviation.

Each Contracting Party reserves the right, however, of refusing to recognize the validity of the certificates of competency and the licenses granted to its own nationals by the other Contracting Party, for the purpose of overflying its own territory.

Article IX. TRANSFER OF EXCESS OF RECEIPTS

Each Contracting Party shall grant to the other Contracting Party the free right to transfer, at the official rate of exchange, the excess of receipts over expenditure, achieved on its territory in connection with the carriage of passengers, baggage, mail and freight by the designated airline of the other Contracting Party. Where a special payment agreement exists between the Contracting Parties, payments shall be effected in accordance with the provisions of that agreement.

Article X. CAPACITY

1. The agreed services on any of the routes specified in the annex to the present Agreement shall have as their primary objective the provision of capacity adequate for transportation of traffic originated in or destined for the territory of the Contracting Party which has designated the airline.

2. The designated airlines of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect the services which the latter provides on the whole or part of the same routes.

3. The right to embark or disembark international air traffic in their respective territories originated in or destined to third countries, according to the provisions of article II (c) of the present Agreement and its annex shall be exercised in accordance with the general principles accepted by both Contracting Parties, that capacity shall be related to:

- (a) The traffic requirements between the country of origin and the countries of destination of such traffic;
- (b) The requirements of an economic operation of the route;
- (c) The requirements of through airline operations.

Article XI. STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such statistics

information as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Contracting Party.

Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services.

Article XII. CONSULTATIONS BETWEEN AERONAUTICAL AUTHORITIES

In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the annex thereto.

Article XIII. MODIFICATION OF AGREEMENT

1. If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement, it may request consultation with the other Contracting Party, such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2. Modifications of the annex to this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties and confirmed by exchange of diplomatic notes.

*Article XIV. MODIFICATION OF AGREEMENT TO CONFORM WITH
MULTILATERAL AGREEMENT*

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

Article XV. TERMINATION

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case, the Agreement shall terminate (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice of the termination is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article XVI. SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further

period of sixty days. If either of the Contracting Party fails to nominate an arbitrator within the period specified and the third arbitrator is not appointed within the period specified, 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. In such case, the third arbitrator shall be a national of a third State and shall act as the president of the arbitration body.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this article.

4. The expenses of the arbitration will be equally shared by the Contracting Parties.

Article XVII. REGISTRATION

The present Agreement and all amendments thereto shall be registered with the international Civil Aviation Organization (ICAO).

Article XVIII. FINAL PROVISION

The present Agreement shall be applied provisionally on the date of signature and definitively after the date on which both Governments give written notification to each other by exchange of diplomatic notes that their respective constitutional requirements for definitive entry into force have been fulfilled.

IN WITNESS THEREOF, the undersigned, being duly authorized by their respective Governments have signed the present Agreement.

DONE at Damascus this first day of February 1979, in triplicate, in Spanish, Arabic and English languages, all the texts being equally valid.

For the Government
of the Syrian Arab Republic:

Director General of Civil Aviation,

Major General AHMAD ANTAR
[Signed]

For the Government
of the Kingdom of Spain:

Ambassador,
[Signed]

FÉLIX FERNÁNDEZ-SHAW

ANNEX TO THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC AND THE GOVERNMENT OF THE KINGDOM OF SPAIN, FOR THE SCHEDULED AIR TRANSPORT BETWEEN THEIR RESPECTIVE TERRITORIES

1. SPECIFIED ROUTES

The agreed services on the specified routes referred to in the present Agreement will be determined as follows:

(A) *The Syrian route:*

For points in the Syrian Arab Republic—via intermediate points—Madrid and vice versa.

(B) *Spanish route:*

For points in Spain—via intermediate points—Damascus and vice versa.

NOTE: The intermediate points of routes (A) and (B) above shall be operated by both designated airlines without exercising fifth freedom traffic rights.

2. The airline designated by a Contracting Party may only stop on the same service in one single point located in the territory of the Contracting Party.

3. The designated airline may omit one or more points of the route indicated in part 1 of this annex, in whole or in part of its services, provided that the departure point of the route is located in the territory of the Contracting Party which designated such airline.

4. The frequencies and time-tables of the operations of the agreed air services shall be established by mutual agreement between the airlines designated by both Contracting Parties and shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least 30 days prior to its entry into force.
