

No. 20653

**GREECE
and
SYRIAN ARAB REPUBLIC**

Agreement for air services between and beyond their respective territories (with annex). Signed at Damascus on 25 February 1974

Authentic text: English.

Registered by Greece on 15 December 1981.

**GRÈCE
et
RÉPUBLIQUE ARABE SYRIENNE**

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Signé à Damas le 25 février 1974

Texte authentique : anglais.

Enregistré par la Grèce le 15 décembre 1981.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE HELLENIC REPUBLIC AND THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Hellenic Republic and the Government of the Syrian Arab Republic hereinafter called in the present Agreement the Contracting Parties,

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,²

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

Article 1. 1. For the purpose of the present Agreement, unless the context otherwise requires:

(a) The term “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 adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties.

(b) The term “aeronautical authorities” means, in the case of Greece, the Civil Aviation Authority and in the case of Syria, the Directorate General of Civil Aviation.

(c) The term “designated airline” means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement.

(d) The terms “territory”, “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

2. The Annex to the present Agreement forms an integral part of the Agreement, and all references to the “Agreement” shall be deemed to include reference to the Annex except where otherwise provided.

Article 2. Each Contracting Party grants to the other Contracting Party the following rights with a view to the operation of international air services by its designated airline:

(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, while operating scheduled international air services on a route specified in the Annex thereto, at the point named on that route for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

Article 3. 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 scheduled international air services on the routes specified in the Annex thereto, hereinafter called “the agreed services” and “the specified routes” respectively.

¹ Came into force on 16 December 1976 by an exchange of diplomatic notes confirming the completion of the required formalities, in accordance with article 16.

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; vol. 1008, p. 213, and vol. 1175, p. 297.

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 designated airline the appropriate operating authorisation.

3. 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 to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorisation 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 other of the rights specified in Article 2 of the present Agreement 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 authorised it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 9 of the present Agreement is in force in respect of that service.

Article 4. 1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

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

2. Unless immediate 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 right shall be exercised only after consultation with the other Contracting Party.

Article 5. 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 or are used on the part of the journey performed over that territory.

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

- (a) Aircraft stores taken on board in the territory of a 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 introduced 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.

Article 6. 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 the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

Article 7. 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 8. 1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

3. The agreed services provided by the designated airline of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined to the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- (a) Traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) Traffic requirements of the area through which the agreed service passes, after taking account of local and regional services; and
- (c) The requirements of economic through airline operation.

Article 9. 1. For the purpose of the following paragraphs, the term “tariff” means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.

2. The tariffs to be charged 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.

3. The tariffs referred to in paragraph (2) of this Article shall, of possible, be agreed by the designated airlines concerned of both Contracting 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 Contracting Parties at least forty-five (45) 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 twenty (20) 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 for in paragraph (4), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than twenty (20) 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 a tariff agreed in accordance with the provisions of paragraph (3), the aeronautical authorities of the two Contracting 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 Article 13 of the present Agreement.

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 (12) months after the date on which it otherwise would have expired.

Article 10. 1. The designated airline of each Contracting Party shall file with the aeronautical authorities of the other Contracting Party for approval their proposed schedules (including type of equipment used) at least thirty days before the commencement of each specific period of operation except that the aeronautical authorities may accept such a shorter period as may be consistent with their national laws and regulations. This shall likewise apply to later changes.

2. The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services to and from the territory of the other Contracting Party and the origins and destinations of such traffic.

Article 11. The charges imposed by either Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party will be just and reasonable and shall be levied in accordance with the official tariffs uniformly established by the laws and regulations of this Contracting Party and which are uniformly applied to all foreign operators.

Article 12. 1. In order to ensure close collaboration in the performance of this Agreement the aeronautical authorities of the Contracting Parties shall consult on request of either of those authorities.

2. If either of the Contracting Parties considers it desirable to modify any provision 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 days from the date of receipt of the request. Any modifications so negotiated shall come into force when they have been incorporated in an exchange of notes through diplomatic channels.

Modifications to the Annex to this Agreement may be made by direct agreement between the aeronautical authorities of the Contracting Parties.

3. If a general multilateral convention concerning air transport comes into force in respect of both Contracting Parties, action shall be taken to amend this Agreement so as to conform with the provisions of that convention.

Article 13. 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, 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 note through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a period of sixty days from the appointment of the arbitrator last appointed. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or if 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.

3. The Contracting Parties undertake to comply with any decision of the tribunal given under paragraph (2) of this Article.

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

Article 14. The present Agreement and any amendment to it shall be registered with the International Civil Aviation Organization.

Article 15. 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 six (6) 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. In the absence of acknowledgment of receipt by the other Contracting Party, this notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 16. The present Agreement shall enter 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.

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

DONE in duplicate at Damascus, this 25th day of February 1974, in the English language.

For the Government
of the Hellenic Republic:

[Signed]

EDMONDOS J. LAITMER
Governor
Civil Aviation Authority

For the Government
of the Syrian Arab Republic:

[Signed]

NAHED AL-KHANI
Director General of Civil Aviation

ANNEX

1. The airline designated by the Government of the Syrian Arab Republic shall be entitled to operate air services in both directions on the routes:

- (a) Points in Syria, Athens, Sofia or Belgrade, Budapest or Prague, East Berlin, Copenhagen or Paris;
- (b) Points in Syria, Athens, Rome or Geneva, Munich or Frankfurt, Paris or Madrid or London;
- (c) Points in Syria, Athens, Tunis, Algiers, Casablanca.

2. The airline designated by the Government of the Hellenic Republic shall be entitled to operate air service in both directions on routes between : Greece, via intermediate points to Damascus and points beyond, to be specified at a later date on reciprocity basis.

3. Points on any of the above routes may at the option of the designated airline concerned be omitted on any of its flights, provided that an agreed service shall have its starting or terminal point in the territory of the Contracting Party designating the airline.

4. The manner in which the rights granted under the Agreement and the present Annex shall be separately agreed upon between the Aeronautical Authorities of the two Contracting Parties.

[Signed — Signé]¹

¹ Signed by Edmondos J. Laitmer — Signé par Edmondos J. Laitmer.