

No. 29907

**OMAN
and
SYRIAN ARAB REPUBLIC**

Agreement on air services between and beyond their respective territories (with annex). Signed at Muscat on 4 May 1992

Authentic text: Arabic.

Registered by Oman on 16 April 1993.

**OMAN
et
RÉPUBLIQUE ARABE SYRIENNE**

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Signé à Mascate le 4 mai 1992

Texte authentique : arabe.

Enregistré par l'Oman le 16 avril 1993.

[TRANSLATION — TRADUCTION]

IN THE NAME OF GOD, THE MERCIFUL, THE COMPASSIONATE

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE SULTANATE OF OMAN AND THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC ON AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Sultanate of Oman and the Government of the Syrian Arab Republic,

Being parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 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 I***DEFINITIONS**

For the purpose of this Agreement, unless the text otherwise requires:

(a) The term “the Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any annex adopted under article 90 of that Convention and any amendment to the annexes or the 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 the Government of the Sultanate of Oman, the Minister of Communications or any person or body authorized to perform the functions exercised at present by the said Minister; and in the case of the Government of the Syrian Arab Republic, the Minister of Transport or any person or body authorized to perform the functions exercised at present by the said Minister;

(c) The term “designated airline” means an airline which has been designated and authorized in accordance with article 3 of this Agreement;

(d) The term “territory” in relation to a State has the meaning assigned to it in article 2 of the Convention;

¹ Came into force provisionally on 4 May 1992, the date of signature, and definitively on 10 January 1993, the date on which the Contracting Parties exchanged notes confirming the completion of their respective constitutional procedures, in accordance with article 21.

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.

(e) The terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in article 96 of the Convention;

(f) The term "capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route;

(g) The term "capacity" in relation to an agreed service means the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route;

(h) The term "route schedule" means the schedule annexed to this Agreement and any amendments to the schedule approved in accordance with the provisions of article 16 of this Agreement. The route schedule forms an integral part of this Agreement.

Article 2

GRANTING OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled international air services on the routes specified in the annex to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route, the airline designated by each Contracting Party shall enjoy the following rights:

(a) To fly across the territory of the other Contracting Party without landing;

(b) To make stops in the said territory for non-traffic purposes;

(c) To discharge or take on passengers, cargo and mail at any point along the specified route in accordance with the provisions laid down in the route schedules annexed to this Agreement.

2. Nothing in paragraph 1 of this article shall be deemed to confer on the designated airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, cargo or mail carried for hire or remuneration and destined for another point in the territory of that other Contracting Party.

Article 3

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 operating authorizations.

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 fulfil the conditions prescribed under the laws and regulations normally and reason-

ably 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 authorizations 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 2 of this Agreement, in a 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 the provisions of article 9 of this Agreement is in force in respect of those services.

Article 4

REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATIONS

1. Each Contracting Party shall retain the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 of 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) In a 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 its nationals; or

(b) In the event of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights; or

(c) In the event that the airline otherwise fails to operate in accordance with the conditions prescribed in this 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.

3. In the event of action by one Contracting Party under this article, the rights of the other Contracting Party as specified in article 13 of this Agreement shall not be prejudiced.

Article 5

EXEMPTION FROM CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operated on international air services by the designated airline of one Contracting Party, as well as supplies of fuel and lubricants, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) shall, upon arrival in the territory of the other Contracting Party, or when such supplies and equipment are placed on board an aircraft in that territory for use only by or on board aircraft of that airline, be exempt from customs duties, inspection fees and any other similar charges in the territory of that other Contracting Party, even if such

supplies and equipment are to be used on flights performed by such aircraft over that territory.

2. Supplies of fuels and lubricants, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) kept on board an aircraft of the designated airline of one Contracting Party shall be exempt from customs duties, inspection fees and other similar charges imposed in the territory of the other Contracting Party, even if those supplies are to be used on flights performed by such aircraft over that territory. Articles exempted from tax in accordance with these provisions may be unloaded only with the approval of the customs authorities of the other Contracting Party, and articles for re-export shall be placed under customs supervision until such time as they are re-exported under the supervision of the customs authorities.

3. The charges imposed or stipulated by either Contracting Party for the use of its airports or the other facilities which it administers by the designated airline of the other Contracting Party may not exceed those paid by the national airline of that Contracting Party for the use of the same airports and other facilities in the provision of similar international services.

Article 6

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations in force in the territory of one Contracting Party shall be applicable to the navigation and operation of an aircraft belonging to the designated airline of the other Contracting Party during its entry into or departure from that territory, or while within or flying over that territory.

2. The laws and regulations in force in the territory of one Contracting Party governing the entry of passengers, crew and cargo of aircraft into or their departure from that territory, particularly passport, customs and currency regulations and health and quarantine requirements, shall be applicable to passengers, crew and cargo arriving in or departing from that territory on board the aircraft of the designated airline of the other Contracting Party.

Article 7

PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

1. There shall be fair and equal opportunity for the designated 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 designated airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the two 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 for the current and reasonably anticipated requirements for the carriage of passengers and cargo

including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged 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 other transport services established by airlines of the States comprising the area; and
- (c) The requirements of through airline operation.

Article 8

AGREEMENT ON ROUTE SCHEDULES

The airline designated by each Contracting Party shall submit route schedules which include the specifications of the aircraft to be used to the aeronautical authorities of the other Contracting Party for approval at least 30 days before the commencement of operations on the specified routes. This procedure shall also apply to any subsequent changes. In special cases, this period may be reduced, subject to the agreement of the said authorities.

Article 9

TARIFFS

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 these 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 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 operating costs, reasonable profit, and the tariffs of other airlines.

3. The tariffs referred to in paragraph 2 of this article shall, if 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 procedures of the International Air Transport Association, or any similar internationally recognized organization, 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 45 days before the date set for 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 30 days from the date of submission, in accordance with paragraph 4 of this article, these tariffs shall be considered as

approved. In the event that the period for submission is 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 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 a tariff agreed in accordance with the provisions of paragraph 3 of this article, 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 this 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 12 months after the date on which it would otherwise have expired.

Article 10

EXCHANGE OF INFORMATION

1. The aeronautical authorities of each Contracting Party shall, with all due dispatch, exchange information relating to authorizations in force which were granted to the designated airline of each Party in order to provide a service to and across the territory of the other Contracting Party. That shall include copies of the certificates and operating authorizations in force for services on the designated routes, in addition to modifications, exemption orders and forms for the licensed service.

2. Each Contracting Party shall request its designated airline to provide the aeronautical authorities of the other Contracting Party, as far in advance as possible, with copies of the tariffs and schedules, including any modifications thereto, and all other information pertinent to the operation of the agreed services. That shall include the lists giving the declared capacity on each of the specified routes and any other information which may be requested in order to satisfy the aeronautical authorities of the other Contracting Party that the conditions of this Agreement are being fully complied with.

3. Each Contracting Party shall request its designated airline to provide the aeronautical authorities of the other Contracting Party with statistics relating to the traffic carried on the agreed services, together with an illustration showing the points of origin and destination of such traffic.

Article 11

TRANSFER OF EARNINGS

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by the airline in the territory of the first Contracting Party for the carriage of

passengers, mail and cargo at the prevailing rates of exchange applicable to current transactions.

2. Should one Contracting Party impose any restrictions on the transfer of the excess of receipts over expenditure to which the designated airline of the other Contracting Party is entitled, the latter shall have the right to impose corresponding restrictions on the designated airline of the first Contracting Party.

Article 12

CONSULTATIONS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the annexed schedule, and shall consult when necessary to provide for modifications thereof.

2. Either Contracting Party may make a written request for consultations, which shall begin within 60 days following the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

Article 13

SETTLEMENTS 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; if they do not so agree, the dispute shall 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 Contracting Party shall nominate an arbitrator within 60 days following the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of 60 days. If either Contracting Party 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 at the request of either Contracting Party 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 president of the arbitral tribunal.

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

Article 14

AVIATION SECURITY

1. In accordance with their rights and obligations under international law, the Contracting Parties affirm that the obligation each has towards the other to protect

civil aviation against unlawful acts of intervention are an integral part of this Agreement. No restrictions shall be placed on any of their rights and obligations under international law, and both Contracting Parties shall operate specifically in accordance with the provisions of the Convention on offences and certain other acts committed on board aircraft, signed at Tokyo on 14 September 1963,¹ the Convention for the suppression of unlawful seizure of aircraft, signed at The Hague on 16 December 1970,² and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.³

2. Each Contracting Party shall, upon request, cooperate fully with the other in order to prevent unlawful seizure of civilian aircraft and other unlawful acts against such aircraft, their passengers and crew, airports and air navigation facilities and any other threat to civilian aircraft.

3. Within the framework of their relationship, the Parties shall act in accordance with aviation security provisions established by the International Civil Aviation Organization and issued in the form of annexes to the International Convention on Civil Aviation, to the extent required by these security provisions in relation to both Parties. They shall request the registered operator of the aircraft or the operator of the aircraft having headquarters or a permanent office in their territories, in addition to airport operators in their territories, to operate in accordance with the aforementioned aviation security provisions.

4. Each Contracting Party agrees that the operators of the aforementioned aircraft shall be asked to observe the aviation security provisions referred to in paragraph 3 of this article, as requested by the other Contracting Party during the entry of the aircraft into, its departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall confirm its effective compliance with the appropriate procedures within its territory to protect aircraft, and to carry out inspections of passengers, crew, hand baggage, goods, cargo and aircraft storage space prior to and during takeoff and flight. Each Contracting Party also has the responsibility to give all due consideration to any request from the other Contracting Party that it should adopt reasonable special security procedures to combat a specific threat.

5. Each Contracting Party shall cooperate fully with the other in the event of any real or threatened unlawful seizure of civilian aircraft or any other unlawful acts directed against the security of such aircraft, their passengers, crew, airports or air navigation facilities, in order to facilitate communications and other appropriate procedures to combat such events or threats rapidly and safely.

Article 15

CONFORMITY WITH MULTILATERAL CONVENTIONS

In the event of a multilateral air transport agreement or convention accepted by the Contracting Parties entering into force, this Agreement shall be amended in order to conform to the provisions of such an agreement or convention.

¹ United Nations, *Treaty Series*, vol. 704, p. 219.

² *Ibid.*, vol. 860, p. 105.

³ *Ibid.*, vol. 974, p. 177, and vol. 1217, p. 404, corrigendum to vol. 974).

*Article 16***AMENDMENTS**

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, including the schedule, which is considered an integral part thereof, it may request consultations in accordance with the provisions of article 12 of this Agreement. Such consultations may be carried out by an exchange of notes.
2. If the amendment concerns the provisions of this Agreement but not the schedule, both Contracting Parties shall obtain approval in accordance with their respective constitutional procedures, and such amendment shall enter into force upon confirmation of approval by means of an exchange of notes through the diplomatic channel.
3. If the amendment is limited to the provisions of the schedule, agreement thereto shall be reached by the aeronautical authorities of both Contracting Parties.

*Article 17***REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION**

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

*Article 18***TERMINATION OF THE AGREEMENT**

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate after the expiry of 12 months following the date of receipt of the notice by the other Contracting Party. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received 14 days after receipt of the notice by the International Civil Aviation Organization.

*Article 19***ANNEXES**

The annexes to this Agreement shall be considered part of the Agreement and any reference to the Agreement also means a reference to the annexes, unless clearly stated otherwise.

*Article 20***AGRICULTURAL AND VETERINARY RESTRICTIONS**

The airline designated by each Contracting Party shall comply with the laws of the other State relating to the entry into and exit from its territory of livestock and

plants between the time of entry of an aircraft of that airline into, and its departure from, that territory.

Article 21

ENTRY INTO FORCE

This Agreement shall be ratified by each of the Contracting Parties in accordance with their respective constitutional formalities. The Agreement shall enter into force provisionally on the date of signature and definitively on the date of completion of an exchange of diplomatic notes confirming the completion of those formalities.

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

DONE at Muscat this second day of Dhu'lqa'dah A.H. 1412 (4 May 1992) in two originals in the Arabic language.

For the Government
of the Sultanate of Oman:

[Signed]

SALIM BIN ABDULLAH AL-GHAZALI
Minister of Communications

For the Government
of the Syrian Arab Republic:

[Signed]

YOUSEF AHMED
Minister of Transportation

ANNEX 1

SCHEDULE 1

1. Route to be operated by the designated airline of the Syrian Arab Republic:

<i>From</i>	<i>To</i>	<i>Intermediate points</i>	<i>Points beyond</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
Damascus	Muscat	Any points	Any points

2. The designated airline of the Syrian Arab Republic may on any or all flights omit any of the points mentioned in columns 3 and 4 above, provided that the agreed services on these routes begin from a point mentioned in column 1.

3. Exercise of the fifth-freedom rights corresponding to the intermediate points and points beyond shall be subject to the agreement of the aeronautical authorities of both Parties.

SCHEDULE 2

1. Routes to be operated by the designated airline of the Sultanate of Oman:

<i>From</i>	<i>To</i>	<i>Intermediate points</i>	<i>Points beyond</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
Muscat	Damascus	Any points	Any points

2. The designated airline of the Sultanate of Oman may on any or all flights omit any of the points mentioned in columns 3 and 4 above, provided that the agreed services on these routes begin from a point mentioned in column 1.

3. The exercise of the fifth-freedom rights corresponding to the intermediate points and points beyond shall be subject to the agreement of the aeronautical authorities of both Parties.

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(b) The term “aeronautical authorities” means, in the case of the Government of the Sultanate of Oman, the Minister of Communications or any person or body authorized to perform the functions exercised at present by the said Minister; and in the case of the Government of the Syrian Arab Republic, the Minister of Transport or any person or body authorized to perform the functions exercised at present by the said Minister;

(c) The term “designated airline” means an airline which has been designated and authorized in accordance with article 3 of this Agreement;

(d) The term “territory” in relation to a State has the meaning assigned to it in article 2 of the Convention;

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(e) The terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in article 96 of the Convention;

(f) The term "capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route;

(g) The term "capacity" in relation to an agreed service means the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route;

(h) The term "route schedule" means the schedule annexed to this Agreement and any amendments to the schedule approved in accordance with the provisions of article 16 of this Agreement. The route schedule forms an integral part of this Agreement.

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(a) To fly across the territory of the other Contracting Party without landing;

(b) To make stops in the said territory for non-traffic purposes;

(c) To discharge or take on passengers, cargo and mail at any point along the specified route in accordance with the provisions laid down in the route schedules annexed to this Agreement.

2. Nothing in paragraph 1 of this article shall be deemed to confer on the designated airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, cargo or mail carried for hire or remuneration and destined for another point in the territory of that other Contracting Party.

Article 3

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 operating authorizations.

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 fulfil the conditions prescribed under the laws and regulations normally and reason-

ably 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 authorizations 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 2 of this Agreement, in a 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 the provisions of article 9 of this Agreement is in force in respect of those services.

Article 4

REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATIONS

1. Each Contracting Party shall retain the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 of 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) In a 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 its nationals; or
- (b) In the event of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights; or
- (c) In the event that the airline otherwise fails to operate in accordance with the conditions prescribed in this 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.

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1. Aircraft operated on international air services by the designated airline of one Contracting Party, as well as supplies of fuel and lubricants, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) shall, upon arrival in the territory of the other Contracting Party, or when such supplies and equipment are placed on board an aircraft in that territory for use only by or on board aircraft of that airline, be exempt from customs duties, inspection fees and any other similar charges in the territory of that other Contracting Party, even if such

supplies and equipment are to be used on flights performed by such aircraft over that territory.

2. Supplies of fuels and lubricants, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) kept on board an aircraft of the designated airline of one Contracting Party shall be exempt from customs duties, inspection fees and other similar charges imposed in the territory of the other Contracting Party, even if those supplies are to be used on flights performed by such aircraft over that territory. Articles exempted from tax in accordance with these provisions may be unloaded only with the approval of the customs authorities of the other Contracting Party, and articles for re-export shall be placed under customs supervision until such time as they are re-exported under the supervision of the customs authorities.

3. The charges imposed or stipulated by either Contracting Party for the use of its airports or the other facilities which it administers by the designated airline of the other Contracting Party may not exceed those paid by the national airline of that Contracting Party for the use of the same airports and other facilities in the provision of similar international services.

Article 6

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations in force in the territory of one Contracting Party shall be applicable to the navigation and operation of an aircraft belonging to the designated airline of the other Contracting Party during its entry into or departure from that territory, or while within or flying over that territory.

2. The laws and regulations in force in the territory of one Contracting Party governing the entry of passengers, crew and cargo of aircraft into or their departure from that territory, particularly passport, customs and currency regulations and health and quarantine requirements, shall be applicable to passengers, crew and cargo arriving in or departing from that territory on board the aircraft of the designated airline of the other Contracting Party.

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PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

1. There shall be fair and equal opportunity for the designated 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 designated airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the two 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 for the current and reasonably anticipated requirements for the carriage of passengers and cargo

including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged 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 other transport services established by airlines of the States comprising the area; and
- (c) The requirements of through airline operation.

Article 8

AGREEMENT ON ROUTE SCHEDULES

The airline designated by each Contracting Party shall submit route schedules which include the specifications of the aircraft to be used to the aeronautical authorities of the other Contracting Party for approval at least 30 days before the commencement of operations on the specified routes. This procedure shall also apply to any subsequent changes. In special cases, this period may be reduced, subject to the agreement of the said authorities.

Article 9

TARIFFS

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 these 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 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 operating costs, reasonable profit, and the tariffs of other airlines.

3. The tariffs referred to in paragraph 2 of this article shall, if 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 procedures of the International Air Transport Association, or any similar internationally recognized organization, 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 45 days before the date set for 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 30 days from the date of submission, in accordance with paragraph 4 of this article, these tariffs shall be considered as

approved. In the event that the period for submission is 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 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 a tariff agreed in accordance with the provisions of paragraph 3 of this article, 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 this 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 12 months after the date on which it would otherwise have expired.

Article 10

EXCHANGE OF INFORMATION

1. The aeronautical authorities of each Contracting Party shall, with all due dispatch, exchange information relating to authorizations in force which were granted to the designated airline of each Party in order to provide a service to and across the territory of the other Contracting Party. That shall include copies of the certificates and operating authorizations in force for services on the designated routes, in addition to modifications, exemption orders and forms for the licensed service.

2. Each Contracting Party shall request its designated airline to provide the aeronautical authorities of the other Contracting Party, as far in advance as possible, with copies of the tariffs and schedules, including any modifications thereto, and all other information pertinent to the operation of the agreed services. That shall include the lists giving the declared capacity on each of the specified routes and any other information which may be requested in order to satisfy the aeronautical authorities of the other Contracting Party that the conditions of this Agreement are being fully complied with.

3. Each Contracting Party shall request its designated airline to provide the aeronautical authorities of the other Contracting Party with statistics relating to the traffic carried on the agreed services, together with an illustration showing the points of origin and destination of such traffic.

Article 11

TRANSFER OF EARNINGS

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by the airline in the territory of the first Contracting Party for the carriage of

passengers, mail and cargo at the prevailing rates of exchange applicable to current transactions.

2. Should one Contracting Party impose any restrictions on the transfer of the excess of receipts over expenditure to which the designated airline of the other Contracting Party is entitled, the latter shall have the right to impose corresponding restrictions on the designated airline of the first Contracting Party.

Article 12

CONSULTATIONS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the annexed schedule, and shall consult when necessary to provide for modifications thereof.

2. Either Contracting Party may make a written request for consultations, which shall begin within 60 days following the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

Article 13

SETTLEMENTS 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; if they do not so agree, the dispute shall 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 Contracting Party shall nominate an arbitrator within 60 days following the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of 60 days. If either Contracting Party 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 at the request of either Contracting Party 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 president of the arbitral tribunal.

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

Article 14

AVIATION SECURITY

1. In accordance with their rights and obligations under international law, the Contracting Parties affirm that the obligation each has towards the other to protect

civil aviation against unlawful acts of intervention are an integral part of this Agreement. No restrictions shall be placed on any of their rights and obligations under international law, and both Contracting Parties shall operate specifically in accordance with the provisions of the Convention on offences and certain other acts committed on board aircraft, signed at Tokyo on 14 September 1963,¹ the Convention for the suppression of unlawful seizure of aircraft, signed at The Hague on 16 December 1970,² and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.³

2. Each Contracting Party shall, upon request, cooperate fully with the other in order to prevent unlawful seizure of civilian aircraft and other unlawful acts against such aircraft, their passengers and crew, airports and air navigation facilities and any other threat to civilian aircraft.

3. Within the framework of their relationship, the Parties shall act in accordance with aviation security provisions established by the International Civil Aviation Organization and issued in the form of annexes to the International Convention on Civil Aviation, to the extent required by these security provisions in relation to both Parties. They shall request the registered operator of the aircraft or the operator of the aircraft having headquarters or a permanent office in their territories, in addition to airport operators in their territories, to operate in accordance with the aforementioned aviation security provisions.

4. Each Contracting Party agrees that the operators of the aforementioned aircraft shall be asked to observe the aviation security provisions referred to in paragraph 3 of this article, as requested by the other Contracting Party during the entry of the aircraft into, its departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall confirm its effective compliance with the appropriate procedures within its territory to protect aircraft, and to carry out inspections of passengers, crew, hand baggage, goods, cargo and aircraft storage space prior to and during takeoff and flight. Each Contracting Party also has the responsibility to give all due consideration to any request from the other Contracting Party that it should adopt reasonable special security procedures to combat a specific threat.

5. Each Contracting Party shall cooperate fully with the other in the event of any real or threatened unlawful seizure of civilian aircraft or any other unlawful acts directed against the security of such aircraft, their passengers, crew, airports or air navigation facilities, in order to facilitate communications and other appropriate procedures to combat such events or threats rapidly and safely.

Article 15

CONFORMITY WITH MULTILATERAL CONVENTIONS

In the event of a multilateral air transport agreement or convention accepted by the Contracting Parties entering into force, this Agreement shall be amended in order to conform to the provisions of such an agreement or convention.

¹ United Nations, *Treaty Series*, vol. 704, p. 219.

² *Ibid.*, vol. 860, p. 105.

³ *Ibid.*, vol. 974, p. 177, and vol. 1217, p. 404, corrigendum to vol. 974).

*Article 16***AMENDMENTS**

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, including the schedule, which is considered an integral part thereof, it may request consultations in accordance with the provisions of article 12 of this Agreement. Such consultations may be carried out by an exchange of notes.
2. If the amendment concerns the provisions of this Agreement but not the schedule, both Contracting Parties shall obtain approval in accordance with their respective constitutional procedures, and such amendment shall enter into force upon confirmation of approval by means of an exchange of notes through the diplomatic channel.
3. If the amendment is limited to the provisions of the schedule, agreement thereto shall be reached by the aeronautical authorities of both Contracting Parties.

*Article 17***REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION**

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

*Article 18***TERMINATION OF THE AGREEMENT**

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate after the expiry of 12 months following the date of receipt of the notice by the other Contracting Party. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received 14 days after receipt of the notice by the International Civil Aviation Organization.

*Article 19***ANNEXES**

The annexes to this Agreement shall be considered part of the Agreement and any reference to the Agreement also means a reference to the annexes, unless clearly stated otherwise.

*Article 20***AGRICULTURAL AND VETERINARY RESTRICTIONS**

The airline designated by each Contracting Party shall comply with the laws of the other State relating to the entry into and exit from its territory of livestock and

plants between the time of entry of an aircraft of that airline into, and its departure from, that territory.

Article 21

ENTRY INTO FORCE

This Agreement shall be ratified by each of the Contracting Parties in accordance with their respective constitutional formalities. The Agreement shall enter into force provisionally on the date of signature and definitively on the date of completion of an exchange of diplomatic notes confirming the completion of those formalities.

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

DONE at Muscat this second day of Dhu'lqa'dah A.H. 1412 (4 May 1992) in two originals in the Arabic language.

For the Government
of the Sultanate of Oman:

[Signed]

SALIM BIN ABDULLAH AL-GHAZALI
Minister of Communications

For the Government
of the Syrian Arab Republic:

[Signed]

YOUSEF AHMED
Minister of Transportation

ANNEX 1

SCHEDULE 1

1. Route to be operated by the designated airline of the Syrian Arab Republic:

<i>From</i>	<i>To</i>	<i>Intermediate points</i>	<i>Points beyond</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
Damascus	Muscat	Any points	Any points

2. The designated airline of the Syrian Arab Republic may on any or all flights omit any of the points mentioned in columns 3 and 4 above, provided that the agreed services on these routes begin from a point mentioned in column 1.

3. Exercise of the fifth-freedom rights corresponding to the intermediate points and points beyond shall be subject to the agreement of the aeronautical authorities of both Parties.

SCHEDULE 2

1. Routes to be operated by the designated airline of the Sultanate of Oman:

<i>From</i>	<i>To</i>	<i>Intermediate points</i>	<i>Points beyond</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
Muscat	Damascus	Any points	Any points

2. The designated airline of the Sultanate of Oman may on any or all flights omit any of the points mentioned in columns 3 and 4 above, provided that the agreed services on these routes begin from a point mentioned in column 1.

3. The exercise of the fifth-freedom rights corresponding to the intermediate points and points beyond shall be subject to the agreement of the aeronautical authorities of both Parties.