

No. 7180

**SYRIAN ARAB REPUBLIC
and
UNION OF SOVIET SOCIALIST
REPUBLICS**

**Agreement concerning scheduled civil air services (with
annexes and exchange of letters). Signed at Damascus,
on 27 December 1962**

Official texts of Agreement: Arabic, Russian and French.

Official texts of letters: Arabic and French.

Registered by the Syrian Arab Republic on 24 March 1964.

**RÉPUBLIQUE ARABE SYRIENNE
et
UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES**

**Accord relatif aux transports aériens civils réguliers (avec
annexes et échange de lettres). Signé à Damas, le 27 dé-
cembre 1962**

Textes officiels de l'Accord: arabe, russe et français.

Textes officiels des lettres: arabe et français.

Enregistré par la République arabe syrienne le 24 mars 1964.

[TRANSLATION — TRADUCTION]

No. 7180. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING SCHEDULED CIVIL AIR SERVICES. SIGNED AT DAMASCUS, ON 27 DECEMBER 1962

The Government of the Syrian Arab Republic and the Government of the Union of Soviet Socialist Republics, desiring to conclude an Agreement with a view to establishing air communications between their countries, have agreed as follows :

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in annex I² to this Agreement for the purpose of establishing the air services specified therein (hereinafter referred to as the "agreed services").

Article 2

1. The operation of the agreed services may commence as soon as one of the Contracting Parties has designated an airline to operate the said services.
2. The routes to be followed by aircraft operating the agreed services and the corridors for flight across the frontiers of the two States shall be determined by each Contracting Party for its own territory.
3. All commercial questions relating to the carriage of passengers, baggage, cargo and mail on the agreed services and all questions relating to commercial co-operation, in particular the establishment of flight schedules, flight frequencies, types of aircraft, tariffs, the technical servicing of aircraft on the ground, financial settlements and accounting procedures, shall be resolved directly between the airlines designated by the Contracting Parties. Such arrangements shall be subject to approval by the aeronautical authorities of the Contracting Parties.

Article 3

1. Each Contracting Party reserves the right to suspend or revoke the rights specified in annex I to this Agreement in any case where it is not satisfied that substantial ownership and effective control of the airline designated by the other Contracting Party are vested in State organizations or nationals of such Contrac-

¹ Came into force on 2 April 1963, the date of an exchange of diplomatic notes at Damascus, signifying the completion of the procedures provided for by the domestic legislation of the Contracting Parties, in accordance with article 15.

² See p. 291 of this volume.

ting Party, where the designated airline fails to comply with the laws and regulations specified in article 7, or where it fails to fulfil the conditions under which the rights specified in the present Agreement were granted.

2. This right shall be exercised only after consultation between the aeronautical authorities of the two Contracting Parties, unless immediate suspension of operations or the immediate imposition of restrictive conditions is necessary to prevent further infringements of the laws or regulations.

Article 4

1. Each Contracting Party shall place at the disposal of the aircraft of the other Contracting Party such facilities as are available for ensuring the safety and regularity of the agreed services, particularly telecommunications and lighting facilities and meteorological services. It shall also furnish to the other Contracting Party particulars of such services and information concerning alternate and terminal aerodromes at which aircraft may land, and concerning the routes which they must follow over its territory.

2. Questions relating to the safety of flights forming part of the agreed services shall be regulated in annex II¹ to this Agreement and shall fall within the jurisdiction of the aeronautical authorities of the Contracting Parties. Modifications of the said annex may be effected by agreement in writing between the said aeronautical authorities.

3. During the validity of this Agreement, the aeronautical authorities of the Contracting Parties may agree on modifications of annex I and of the routes specified in schedules 1 and 2 of the said annex.

Article 5

Each Contracting Party may charge the designated airline of the other Contracting Party reasonable fees for the use of airports and other facilities in its territory.

Article 6

1. Fuel, lubricants, spare parts, aircraft stores and regular equipment for the maintenance and repair of aircraft, introduced into, or taken on board in the territory of one Contracting Party [by] or on behalf of the designated airline of the other Contracting Party and intended solely for use by the aircraft of that airline, shall be exempt from customs duties, inspection fees, statistical taxes and local taxes imposed by the first Contracting Party.

2. Aircraft used for operation of the agreed services by the designated airlines of one Contracting Party, and fuel, lubricants, spare parts, regular equipment and

¹ See p. 292 of this volume.

aircraft stores remaining on board such aircraft, shall, on entry into or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees and other duties or charges, even though such equipment and supplies be used or consumed on flights over the said territory, subject to normal customs supervision.

3. Regular aircraft equipment and stores on board aircraft used by the airline designated by one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the competent customs authorities. In that event, they may be placed under the supervision of the said authorities until such time as they are re-exported or have been otherwise disposed of with the authorization of the said authorities.

Article 7

1. The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or to operations and flights by such aircraft within the limits of the said territory shall apply to the aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of passengers, crews, mail and cargo, such as those relating to entry and departure, passports, customs, exchange and health controls, shall apply to the passengers, crews, mail and cargo carried on aircraft of the airline designated by the other Contracting Party, while within the said territory.

Article 8

1. When operating the agreed services, the designated airlines of the Contracting Parties shall be required to provide their aircraft with the following documents :

- (a) Certificate of registration;
- (b) Certificate of airworthiness;
- (c) Aircraft radio station operating licences;
- (d) Appropriate personnel licences for each member of the crew;
- (e) Aircraft journey log or other equivalent document;
- (f) Passenger list;
- (g) Cargo and mail manifest;
- (h) Special permit prescribed for certain cargo.

2. Certificates of airworthiness of aircraft, personnel licences of crew members and all other similar documents established or rendered valid by either Contracting Party shall also be recognized as valid by the other Contracting Party.

3. Each Contracting Party nevertheless reserves the right to refuse to recognize, for the purpose of flight above its territory, personnel licences and other documents issued to its own nationals by the other Contracting Party.

4. Members of the crews of aircraft of the airlines designated by the Contracting Parties shall be nationals of the Contracting Parties.

Article 9

1. In case of a forced landing by or accident involving an aircraft of one Contracting Party in the territory of the other Contracting Party, the Party in whose territory the accident occurred shall immediately notify the other Party thereof; it shall take the necessary action to investigate the causes of the accident, shall immediately render all necessary assistance to the crew members and passengers injured in the accident, and shall protect the aircraft, mail, baggage and cargo, found at the scene.

2. The Contracting Party conducting the inquiry shall notify the other Party of the findings of the inquiry and shall deliver to it one copy of the report. The Party to which the aircraft belongs shall have the right to appoint observers to attend the inquiry.

Article 10

The amount of all income derived from the operation of the agreed services, payable to the airline designated by either Contracting Party, shall be transferred to the head office of that airline in accordance with the provisions of the Syro-Soviet Payments Agreement, and such amount shall be exempt from all taxes.

Article 11

All accounts between the airlines designated by the Contracting Parties for air transport and related services shall be settled in accordance with the Syro-Soviet Payments Agreement.

Article 12

Each Contracting Party shall grant to the airline designated by the other Contracting Party the right to maintain at the stopping places of the agreed services in the territory of the first Contracting Party such representatives, who are nationals of its country, as may be necessary for the designated airline to ensure the operation of the agreed services. The number of representatives shall be fixed by agreement between the designated airlines and shall be subject to the approval of the aeronautical authorities of the two Contracting Parties.

Article 13

Each Contracting Party may at any time request a consultation between the competent aeronautical authorities of the two Contracting Parties to discuss the