

No. 9956

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BULGARIE
and
SYRIA

Agreement concerning scheduled civil air services (with annex). Signed at Damascus on 13 December 1964

Authentic text: French.

Registered by Bulgaria on 20 October 1969.

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et
SYRIE

Accord relatif aux transports aériens civils réguliers (avec annexe). Signé à Damas le 13 décembre 1964

Texte authentique: français.

Enregistré par la Bulgarie le 20 octobre 1969.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BULGARIA AND THE GOVERN-
MENT OF THE SYRIAN ARAB REPUBLIC CONCERNING
SCHEDULED CIVIL AIR SERVICES

The Government of the People's Republic of Bulgaria and the Government of the Syrian Arab Republic, hereinafter referred to as the "Contracting Parties",

Desiring to establish scheduled civil air services between their two countries, have agreed as follows :

Article I

For the purposes of this Agreement and annexes thereto :

(a) The expression "aeronautical authorities" shall mean :

- (1) In the case of the People's Republic of Bulgaria, the Ministry of Transport and Communications;
- (2) In the case of the Syrian Arab Republic, the Directorate General of Civil Aviation;

or, in both cases, any individual or agency authorized to perform the functions exercised at present by the above-mentioned authorities.

(b) The expression "territory" shall mean the land areas, territorial waters adjacent thereto and the air space above under the sovereignty of either Contracting Party.

(c) The expression "designated airline" shall mean any airline designated by one of the Contracting Parties to operate the agreed services.

(d) The expression "agreed services" shall mean air services operated on the routes specified in the annex to this Agreement.

The annex to this Agreement is an integral part thereof, and any reference to the Agreement shall, unless otherwise provided, be considered as a reference to its annex.

Article II

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international

¹ Came into force on 13 December 1964 by signature, in accordance with article XVII (1).

air services on the routes specified in the annex to this Agreement. The airlines 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; and
- (c) To make stops in the said territory at the points specified in the annex to this Agreement for the purpose of setting down and taking up international traffic in passengers, mail and cargo.

2. On common routes the designated airlines shall take their mutual interests into account in order not to affect unduly their respective services.

Article III

1. Each Contracting Party shall have the right to designate, by written notification to the other Contracting Party, one or more airlines to operate the agreed services on the specified routes.

2. On receipt of such notification, each Contracting Party shall without delay issue the necessary operating permit to the airlines designated by the other Contracting Party, subject to the provisions of paragraphs 3 and 4 of this article.

3. Before issuing the permit referred to in paragraph 2 of this article, 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 by the said authorities for the operation of international air services.

4. Each Contracting Party shall have the right to withhold from the airline designated by the other Contracting Party the operating permits 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 of this Agreement, whenever the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline or in individuals or bodies corporate having the nationality of that Party.

5. Operation of the agreed services under the terms of this Agreement may commence at any time after the airline has been designated and has received the necessary operating permit in accordance with the provisions of this Agreement.

6. Each Contracting Party shall have the right to revoke by written notification to the other Contracting Party its designation of an airline, and to designate another airline in its place.

Article IV

1. Each Contracting Party shall have the right to revoke the operating permit or to suspend the exercise of the rights specified in article II and in the annex to 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) Whenever the conditions specified in article III, paragraph 4, have not been fulfilled;

(b) If the designated airline has failed to comply with the laws or regulations of the Contracting Party which granted the rights;

(c) Whenever the designated airline, in operating the agreed services has failed to meet the conditions prescribed in this Agreement and in the annex thereto.

2. Unless the revocation, suspension or imposition of conditions referred to in paragraph 1 of this article are required immediately in order to prevent further infringements of laws or regulations, the above-mentioned right shall be exercised only after consultation with the other Contracting Party.

Article V

1. The tariffs to be applied 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.

2. The tariffs referred to in paragraph 1 of this article shall be agreed by the designated airlines of both Contracting Parties. If the airlines cannot agree on certain tariffs, the aeronautical authorities of the Contracting Parties shall endeavour to settle the matter between themselves.

3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least thirty days before the proposed date of their introduction; in special cases, this time-limit may be reduced by agreement between the said authorities.

4. The aeronautical authorities of each Contracting Party shall directly notify the aeronautical authorities of the other Contracting Party of their accept-

ance or rejection of the proposed tariffs as soon as practicable and, where possible, at least fifteen days before the proposed date of introduction of the tariffs. Any dispute which may arise in this regard shall be settled in accordance with the provisions of article XIV, paragraph 2, of this Agreement.

Article VI

Each Contracting Party undertakes to accord to the other Contracting Party free transfer, at the official rate of exchange, of any excess of receipts over expenditures obtained in its territory in connexion with the carriage of passengers, baggage, mail and cargo by the designated airline of the other Contracting Party. Wherever the payments system between the Contracting Parties is governed by a special agreement, such agreement shall apply.

Article VII

Fees and other charges for the use of airports and of airport installations and technical facilities in the territory of each Contracting Party shall be levied in accordance with the tariffs officially established under the laws and regulations of the said Contracting Party and applicable to other airlines.

Article VIII

1. Aircraft operating the agreed services, as well as the fuel, lubricating oils, spare parts, regular equipment and stores on board the aircraft, shall, on entry into or departure from the territory of the other Contracting Party, be exempt from import and export duties and from all other duties and charges, except where such material is transferred to a third party in the territory of the other Contracting Party.

2. Fuel and lubricating oils for use by aircraft of the airlines designated by each Contracting Party on the agreed services, taken on board in the territory of the other Contracting Party, shall be exempt from customs duties and other national and local duties and charges.

3. Fuel, lubricating oils, spare parts, regular equipment and aircraft stores which are imported into and/or stored in the territory of one Contracting Party for use or consumption by aircraft of the airlines of the other Contracting Party, and which are necessary for flight performance and safety on the agreed services, shall, on entry into and departure from the territory of the other Contracting Party, be exempt from import and export duties and from other duties and charges; provided that, except by agreement of the Parties, such material shall not be transferred to a third party in that territory. The spare parts, regular equipment