

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2001 Nr. 183

A. TITEL

Verdrag tussen het Koninkrijk der Nederlanden en de Syrische Arabische Republiek voor geregelde luchtdiensten, met Bijlage; Damascus, 13 oktober 2001

B. TEKST

Agreement between the Kingdom of the Netherlands and the Syrian Arab Republic for scheduled air services

Preamble

The Kingdom of the Netherlands
and
the Syrian Arab Republic,
hereinafter referred to as the Contracting Parties,
being parties to the Convention on International Civil Aviation opened
for signature at Chicago on 7 December 1944;
desiring to contribute to the progress of international civil aviation;
desiring to replace their Agreement of February 13, 1950, for the purpose
of improving the established Air services;

have agreed as follows:

CHAPTER I

INTRODUCTION

Article 1

Definitions

For the purpose of this Agreement:

a) the term “Aeronautical authorities” means: for the Kingdom of the Netherlands, the Minister of Transport, Public Works and Water Management; for the Syrian Arab Republic: the Minister of Transport or the Directorate General of Civil Aviation; or in either case any person or body authorized to perform any functions at present exercised by the said authorities;

b) the terms “Agreed service” and “Specified route” mean: International air service pursuant to this Agreement and the route specified in the Annex to this Agreement respectively;

c) the term “Agreement” means: this Agreement, its Annex(es) drawn up in application thereof and any amendments thereto;

d) the terms “Air service”, “International air service”, and “Stop for non-traffic purposes” shall have the meaning respectively assigned to them in Article 96 of the Convention;

e) the term “Change of aircraft” means: the operation of one of the Agreed services by a Designated airline in such a way that one or more sectors of the Specified route are flown by different aircraft;

f) the term “Computer Reservation System (CRS)” means: a computerized system (1) containing information about airline schedules, fares and related services and (2) through which reservations can be made and/or transportation documents can be issued;

g) 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 of the Annexes or the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for, or been ratified by both Contracting Parties;

h) the term “Designated airline” means: an airline which has been designated and authorized in accordance with Article 3 of this Agreement (Designation and Authorization);

i) the term “Stores” means: articles, of a readily consumable nature, for use or sale on board an aircraft during flight including commissary supplies;

j) the term “Price” means: any amount charged or to be charged by the airline, directly or through their agents, to any person or entity for the carriage of passengers (and their baggage) and cargo (excluding mail) in air transportation, including:

(i) the conditions governing the availability and applicability of a Price; and

(ii) the charges and conditions for any services ancillary to such carriage which are offered by the airline;

k) “Territory” in relation to either Contracting Party shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of the Contracting Party;

l) “User charge” means: a charge imposed on airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities.

CHAPTER II

OBJECTIVES

Article 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party, except as otherwise specified in the Annex, the following rights for the conduct of scheduled international air transportation by the Designated airline of the other Contracting Party:

- a) the right to fly across its Territory without landing;
- b) the right to make stops in its Territory for non-traffic purposes; and
- c) while operating an Agreed service on a Specified route, the right to make stops in its Territory for the purpose of taking up and discharging international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to grant the right for one Contracting Party's airline to participate in air transportation between points in the Territory of the other Contracting Party.

3. Any intermediate points and/or points beyond may be served by the Designated airline of one Contracting Party without exercising fifth freedom traffic rights between those points and the Territory of the other Contracting Party. Such fifth freedom traffic rights may, however, be exercised by the Designated airline of one Contracting Party after having obtained prior approval of the Aeronautical authorities of the other Contracting Party.

Article 3

Designation and Authorization

1. Each Contracting Party shall have the right, by written notification through diplomatic channels to the other Contracting Party, to designate as many airlines as they wish to operate Air services on the routes specified in the Annex and to substitute another airline for an airline previously designated.

2. On receipt of such notification, each Contracting Party shall, with minimum procedural delay, grant to the airline so designated by the other Contracting Party the appropriate operating authorizations, unless it is not satisfied that:

- (i) substantial ownership and effective control of the Designated airline(s) of the Netherlands are vested in the hands of the Governments of the States, members to the European Union and/or their nationals, and provided the Designated airline(s) of the Nether-

lands is/are licensed under and in accordance with the laws applicable in the Kingdom of the Netherlands; and that substantial ownership and effective control of the Designated airline(s) of the Syrian Arab Republic are vested in the Government designating the airline(s), nationals of Syrian Arab Republic, or both; and provided that:

- (ii) the airline holds a current Air Operator's Certificate issued by the Aeronautical authorities of the other Contracting Party;
- (iii) the Government designating the airline is maintaining and administering the standards set forth in Article 16 (Safety) and Article 17 (Aviation Security);
- (iv) the Designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party considering the application or applications.

3. Upon receipt of the operating authorization of paragraph 2 of this Article the Designated airline may at any time begin to operate the Agreed services, in part or in whole, provided that it complies with the provisions of this Agreement.

Article 4

Revocation and Suspension of Authorization

1. Either Contracting Party may withhold, revoke, suspend or limit the operating authorizations of an airline designated by the other Contracting Party where:

a) it is not satisfied that substantial ownership and effective control of the Designated airline(s) of the Netherlands are not vested in the hands of the Governments of the States, members to the European Union nor their nationals, and in case the Designated airline(s) of the Netherlands is/are not licensed under and in accordance with the laws applicable in the Kingdom of the Netherlands; and

it is not satisfied that substantial ownership and effective control of the Designated airline(s) of the Syrian Arab Republic are not vested in the Government designating the airline(s), nationals of Syrian Arab Republic, or both;

b) that airline has failed to comply with the laws and regulations referred to in Article 14 (Application of Laws, Regulations and Procedures) of this Agreement; or

c) the other Contracting Party is not maintaining and administering the standards set forth in Article 16 (Safety);

d) such airline fails to qualify before the Aeronautical authorities of the Contracting Party, assessing the authorization, under the laws and regulations normally and reasonably applied to the operation of International air services by these authorities in conformity with the Convention;

e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent further non-compliance with paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the other Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of sixty (60) days from the date of receipt of the request.

3. This Article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorization of an airline or airlines of the other Contracting Party in accordance with the provisions of Article 17 (Aviation Security).

CHAPTER III

COMMERCIAL PROVISIONS

Article 5

Prices

1. Each Contracting Party shall allow Prices for air transportation to be established by each Designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:

- a) prevention of unreasonably discriminatory Prices or practices;
- b) protection of consumers from Prices that are unreasonably high or restrictive due to the abuse of a dominant position;
- c) protection of airlines from Prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Each Contracting Party may require notification to its Aeronautical authorities of Prices to be charged to or from its Territory by airlines of the other Contracting Party. Notification of those Prices shall be given within seven (7) calendar days.

3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a Price charged or proposed to be charged by (a) an airline of either Contracting Party for international air transportation between the territories of the Contracting Parties, or (b) an airline of one Contracting Party for international air transportation between the Territory of the other Contracting Party and any other country.

If either Contracting Party believes that any such Price is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall

be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall co-operate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a Price for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the Price shall go into effect or continue to be in effect.

Article 6

Commercial Activities

1. The airline(s) of each Contracting Party shall be allowed:
 - a) to establish in the Territory of the other Contracting Party offices for the promotion and sale of air transportation and ancillary or supplemental services (including the right to sell and to issue any ticket and/or airwaybill, both its own tickets and/or airwaybills of any other carrier) as well as other facilities required for the provision of air transportation;
 - b) in the Territory of the other Contracting Party to engage directly and, at its discretion, through its agents in the sale of air transportation and ancillary or supplemental services;
 - c) to sell such transportation and ancillary or supplemental services and any person shall be free to purchase such transportation or services in any currency.
2. The airline(s) of each Contracting Party shall be allowed to bring in and maintain in the Territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation and ancillary or supplemental services.
3. These staff requirements may, at the option of the airline, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the Territory of the other Contracting Party, authorized to perform such services in the Territory of that Contracting Party.
4. Each Designated airline shall have the right to perform its own groundhandling in the Territory of the other Contracting Party (“selfhandling”), or, at its option, select among competing agents for such services in whole or in part. The rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude selfhandling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if selfhandling were possible.
5. The above activities shall be carried out in accordance with the laws and regulations of the other Contracting Party.

6. In operating or holding out the Air services on the Specified routes, any Designated airline of one Contracting Party may enter into commercial and/or cooperative marketing arrangements including but not limited to blocked-space, code-sharing and leasing arrangements, with any other airline including an airline of a third country, provided (a) that the operating carrier in such arrangements holds the appropriate operating authorization and (b) that tickets make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

The code-sharing services of the marketing carrier will not be counted as a frequency.

7. Notwithstanding any other provision of this Agreement, Designated airlines and indirect providers of transportation of both Contracting Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for passengers, cargo and mail to or from any points in the Territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo and mail in bond under applicable laws and regulations.

Such passengers, cargo and mail, whether moving by surface or by air, shall have access to airport customs processing and facilities. Designated airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air transportation.

Such intermodal services may be offered at a single, through Price for the air and surface transportation combined, provided that passengers and shippers are not misled as to the facts concerning such transportation.

8. On the routes to and from their respective countries the operations by the airlines concerned shall be with aircraft which conform to the standards specified in Part II, Chapter 3, Volume 1 of Annex 16 to the Convention on International Civil Aviation, second edition (1988) and that the difference between the sum of the certified noise levels and the sum of the Chapter 3 limit values is more than 5 EPN dB.

Article 7

Change of Aircraft

1. On any segment or segments of the Specified routes, a Designated airline may perform international air transportation without any limitation as to change at any point on the Specified route, in type or number of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from

the Territory of the Contracting Party that has designated the airline and, in the inbound direction, the transportation to the Territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

2. For the purpose of Change of aircraft operations, a Designated airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial and/or cooperative marketing arrangements with (an) other airline(s).

3. A Designated airline may use different or identical flight numbers for the sectors of its Change of aircraft operations.

Article 8

Fair Competition

1. Each Contracting Party shall allow a fair and equal opportunity for the Designated airlines of both Contracting Parties to compete in providing the international air transportation governed by this Agreement.

2. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the Designated airline of the other Contracting Party.

3. Neither Contracting Party shall impose on the other Contracting Party's Designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

Article 9

Computer Reservation System

1. The Contracting Parties agree that:

A) the interest of consumers of air transport products shall be protected from any misuse of such information including misleading presentation thereof;

B) a Designated airline of a Contracting Party and the airline's agents shall have unrestricted and non-discriminatory access to and use of CRS in the Territory of the other Contracting Party;

C) in this respect the CRS Code of Conduct adopted by the European Union shall prevail in the Territory of the Kingdom of the Netherlands, whereas in the Territory of the Syrian Arab Republic the ICAO CRS Code of Conduct shall be applicable.

2. Each Contracting Party guarantees to the other Contracting Party free and unimpaired access in its Territory to the CRS's chosen as its primary system by the Designated airline of either Contracting Party.

Neither Contracting Party shall, in its Territory, impose or permit to be imposed on the CRS of the Designated airline(s) of the other Contracting Party more stringent requirements than those imposed on the CRS of its own Designated airline(s), with respect to:

A) the operation and sale of the CRS services including CRS display and editing rules; and

B) the access to and use of communications facilities, selection and use of technical hardware and software or the installation of hardware.

CHAPTER IV

FINANCIAL PROVISIONS

Article 10

Customs Duties and Charges and other similar Duties

1. Aircraft operating on International air services by the Designated airline of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, aircraft Stores on board as well as advertising and promotional material kept on board such aircraft shall, on the basis of reciprocity, be exempt from all customs duties, inspection fees and similar national or local duties and charges, on arrival in the Territory of the Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. With regard to regular equipment, spare parts, supplies of fuels and lubricants and aircraft Stores introduced into the Territory of one Contracting Party by or on behalf of a Designated airline of the other Contracting Party or taken on board the aircraft operated by such Designated airline and intended solely for use on board that aircraft while operating International air services, no duties and charges, including customs duties and inspection fees imposed in the Territory of the first Contracting Party, shall be applied, even when these supplies are to be used on the parts of the journey performed over the Territory of the Contracting Party in which they are taken on board.

The articles referred to above may be required to be kept under customs supervision and control. The provisions of this paragraph cannot be interpreted in such a way that a Contracting Party can be made subject to the obligation to refund customs duties which already have been levied on the items referred to above.

3. Regular airborne equipment, spare parts, supplies of fuels and lubricants and aircraft Stores 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 that Contracting Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. Baggage and cargo in transit shall be exempt from customs duties and other similar charges.

5. The exemptions provided by this Article shall also be available where a / the Designated airline(s) of one Contracting Party has / have contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the Territory of the other Contracting Party of the items specified in paragraphs 1, 2 and 3 of this Article.

Article 11

User Charges

1. User charges that may be imposed by the competent charging authorities or bodies of each Contracting Party on the airlines of the other Contracting Party shall be just, reasonable, not unjustly discriminatory, and equitably appointed among categories of users. In any event, any such users charges shall be assessed on the airlines of the other Contracting Party on terms not less favorable than the most favorable terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the airlines of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs (1) and (2) of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for charges to enable users to express their views before changes are made.

4. Neither Contracting Party shall be held to be in breach of a provision of this Article, unless (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or (ii) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 12

Double Taxation

1. Income and profits from the operation of aircraft in international traffic shall be taxable only in the State in which the place of effective management of the enterprise is situated.
2. Gains from the alienation of aircraft operated in international traffic shall be taxable only in the State in which the place of effective management of the enterprise is situated.
3. Capital represented by aircraft operated in international traffic and by moveable property pertaining to the operation of such aircraft shall be taxable only in the State in which the place of effective management of the enterprise is situated.
4. The provisions of paragraph 1 of this Article shall also apply to income and profits from the participation in a pool, a joint business, a cooperative marketing arrangement or an international operating agency.
5. If an agreement between the Contracting Parties on avoidance of double taxation and the prevention of fiscal evasion on income and on capital envisages procedures different from those referred to in paragraph 1–4 of this Article, the provisions of that agreement shall be applicable.

Article 13

Transfer of Funds

1. The airline(s) of each Contracting Party shall be entitled to transfer, taking into account the laws and regulations of either Contracting Party, from the Territory of sale to their home Territory the excess, in the Territory of sale, of receipts over expenditure. Included in such net transfer shall be revenues from sales, made directly or through agents, of air transport services, and ancillary or supplemental services, and normal commercial interest earned on such revenues while on deposit awaiting transfer.
2. The airline(s) of each Contracting Party shall receive approval for such transfer within at most thirty (30) days of application, into any currency, at the official rate of exchange for conversion of local currency, as at the date of sale.
3. The airline(s) of each Contracting Party shall be entitled to effect the actual transfer on receipt of approval.

CHAPTER V
REGULATORY PROVISIONS

Article 14

Application of Laws, Regulations and Procedures

1. The laws, regulations and procedures of either Contracting Party relating to the entrance into or departure from its Territory of aircraft engaged in International air services, or to the operation and navigation of such aircraft, shall be complied with by the Designated airline of the other Contracting Party upon its entrance into, and until and including its departure from, the said Territory.

2. The laws, regulations and procedures of either Contracting Party relating to immigration, passports, or other approved travel documents, entry, clearance, customs and quarantine shall be complied with, by or on behalf of crews, passengers, cargo and mail carried by aircraft of the Designated airline of the other Contracting Party upon their entrance into, and until and including their departure from, the Territory of the said Contracting Party.

3. Passengers, baggage and cargo in transit across the Territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy, be subject to no more than a simplified control.

4. Neither of the Contracting Parties shall give preference to any other airline over the Designated airline of the other Contracting Party in the application of its customs, immigration, quarantine, and similar regulations; or in the use of airports, airways and air traffic services and associated facilities under its control.

5. Each Contracting Party shall, upon request of the other Contracting Party supply copies of the relevant laws, regulations and procedures referred to in this Agreement.

Article 15

Recognition of Certificates and Licenses

Certificates of airworthiness, certificates of competency and licenses issued, or rendered in reciprocity, by one Contracting Party and still valid, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed services on the route schedule, provided that the requirements under which such certificates and licenses were issued, or rendered in reciprocity, are equal to or higher than the minimum requirements which are, or may be in the future, established under the Convention.

Each Contracting Party, however, reserves the right to refuse to recognize, for flights above its own Territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

Article 16

Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement (Revocation and Suspension of Authorization).

3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by the airline or airlines of one Contracting Party on services to or from the Territory of the other Contracting Party may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent conditions of the aircraft and its equipment (in this Article called ramp inspections), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections give rise to:

a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention, the Contracting Party carrying out the inspection shall, for the purpose of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or license in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph 3 above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and to draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultations or otherwise, that immediate action is essential to the safety of the airline's operation.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

8. Each Contracting Party shall provide or ensure the provision of communicative, aviation and meteorological facilities and any other services necessary for the safe operations of the Agreed services by the Designated airlines of either Contracting Party.

Article 17

Aviation Security

1. The Contracting Parties agree to provide assistance to each other as necessary with a view to preventing unlawful seizure of aircraft and other unlawful acts against the safety of aircraft, its passengers and crew, airports and air navigation facilities and any other threat to security of civil aviation.

2. Each Contracting Party agrees to observe non-discriminatory and generally applicable security provisions required by the other Contracting Party for entry into the Territory of the other Contracting Party and to take adequate measures to inspect passengers and their carry-on items. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

3. The Contracting Parties shall act in accordance with applicable aviation security provisions established by the International Civil Aviation Organization (ICAO).

4. The Contracting Parties shall act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, and the Convention for the Suppression

of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, insofar as the Contracting Parties are both party to these Conventions.

5. When an incident, or threat of an incident, of unlawful seizure of aircraft or other unlawful acts against the safety of aircraft, its passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications intended to terminate rapidly and safely such incident or threat thereof.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the Aeronautical authorities of the first Contracting Party may request immediate consultations with the Aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit or impose conditions on the operating authorization of an airlines or airlines of that other Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of these fifteen (15) days.

CHAPTER VI

PROCEDURAL PROVISIONS

Article 18

Timetable

Neither Contracting Party shall require the filing of schedules, programs for flights or operational plans by airlines of the other Contracting Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of Article 8 (Fair Competition).

If a Contracting Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on Designated airlines of the other Contracting Party.

Article 19

Consultation and Modification

1. In a spirit of close cooperation the Aeronautical authorities of the Contracting Parties may consult each other from time to time with a

view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement.

2. Either Contracting Party may request consultations with a view to modify the present Agreement or its Annex. These consultations shall begin within sixty (60) days from the date of the receipt of the request by the other Contracting Party, unless otherwise agreed. Such consultations may be conducted through discussion or by correspondence.

3. Any modification to the present Agreement agreed upon by the Contracting Parties, shall come into force on the date on which the Contracting Parties have informed each other in writing, through an exchange of diplomatic notes, of the completion of their respective constitutional requirements.

4. Notwithstanding the provisions of paragraph 3 above any modification of the Annex to the present Agreement shall be agreed upon in writing between the Aeronautical authorities and shall take effect on a date to be determined by the said authorities.

Article 20

Settlement of Disputes

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

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 named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the ICAO may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

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

4. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties. Any expenses incurred by ICAO in connection with the appoint-

ment of the umpire and/or the arbitrator of the failing Contracting Party as referred to in paragraph 3 of this Article shall be considered to be part of the expenses of the arbitral tribunal.

CHAPTER VII

LEGAL PROVISIONS

Article 21

Duration and Termination

1. This Agreement is concluded for an unlimited period of time.
2. Either Contracting Party may, at any time, give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement.
3. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement between the Contracting Parties before the expiry of this period. In the absence of acknowledgement of receipt of the notice of termination by the other Contracting Party, such notice shall be deemed to have been received fourteen (14) working days after the receipt of that notice by the International Civil Aviation Organization.

Article 22

Registration with ICAO

This Agreement shall be registered with the International Civil Aviation Organization.

Article 23

Applicability of Multilateral Agreements and Conventions

1. The provisions of the Convention shall be applicable to this Agreement.
2. If a multilateral agreement or convention, accepted by both Contracting Parties, concerning any matter covered by this Agreement, enters into force, the relevant provisions of that agreement or convention shall supersede the relevant provisions of this Agreement.
3. The Contracting Parties may consult each other to determine the consequences for the Agreement of the supersession, as mentioned under paragraph 2 of this Article and to agree upon required amendments to this Agreement.

Article 24

Applicability of the Agreement

As regards the Kingdom of the Netherlands, this Agreement shall apply to the Territory in Europe only.

Article 25

Entry into Force

This Agreement shall come into force on the first day of the second month following the date on which the Contracting Parties have informed each other in writing that the formalities, constitutionally required therefore in their respective countries, have been complied with.

Upon entry into force, this Agreement shall replace the Agreement between the Government of the Kingdom of the Netherlands and the Government of the Syrian Arab Republic relating to civil air services between their respective territories, done at Damascus, 13 February 1950.

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

DONE at Damascus on 13 October 2001, corresponding to 26 Rajab 1422, in two original copies, in the English language, each version being equally authentic.

For the Kingdom of the Netherlands

(sd.) J. M. DE VRIES

Mrs. J. M. de Vries
State Secretary of Transport, Public Works and Water Management

For the Syrian Arab Republic

(sd.) MAKRAM OBEID

Eng. Makram Obeid
Minister of Transport

Annex

Route Schedule

to the Air services Agreement between the Kingdom of the Netherlands and the Syrian Arab Republic.

1. The Designated airline(s) of the Kingdom of the Netherlands shall be entitled to operate Air services on the route specified hereunder:
points in the Netherlands – intermediate points – points in Syria – points beyond and vice versa.
2. The Designated airline(s) of the Syrian Arab Republic shall be entitled to operate Air services on the routes specified hereunder:
points in Syria – intermediate points – points in the Netherlands – points beyond and vice versa.
3. Any or all of the intermediate points and/or points beyond on the Specified routes may, at the discretion of each Designated airline, be omitted on any or all of the flights, provided that those flights originate, respectively terminate in the Territory of the Contracting Party which has designated the airline.
4. The Designated airlines shall have the right to exercise own stop-over rights at all intermediate and all beyond points.

D. PARLEMENT

Het Verdrag behoeft ingevolge artikel 91 van de Grondwet de goedkeuring van de Staten-Generaal, alvorens het Koninkrijk aan het Verdrag kan worden gebonden.

G. INWERKINGTREDING

De bepalingen van het Verdrag zullen ingevolge artikel 25, eerste zin, in werking treden op de eerste dag van de tweede maand volgend op de datum van de laatste kennisgeving door Partijen dat aan hun onderscheiden constitutionele vereisten voor inwerkingtreding is voldaan.

J. GEGEVENS

Van de op 7 december 1944 te Chicago tot stand gekomen Overeenkomst inzake het internationale luchtvervoer, naar welke Overeenkomst onder meer in de preambule tot het onderhavige Verdrag wordt verwezen, zijn de Engelse tekst en de vertaling geplaatst in *Stb.* G 252. Zie ook, laatstelijk, *Trb.* 1959, 47.

Van de op 13 februari 1950 te Damascus tot stand gekomen Overeenkomst, naar welke Overeenkomst in de preambule tot het onderhavige

Verdrag wordt verwezen en tot vervanging waarvan het onderhavige Verdrag ingevolge artikel 25, tweede zin, van het Verdrag strekt, zijn de tekst en de vertaling geplaatst in *Trb.* 1951, 78. Zie ook, laatstelijk, *Trb.* 1989, 130.

Van het op 14 september 1963 te Tokio tot stand gekomen Verdrag inzake strafbare feiten en bepaalde andere handelingen begaan aan boord van luchtvaartuigen, naar welk Verdrag in artikel 17, vierde lid, van het onderhavige Verdrag wordt verwezen, zijn de Engelse en Franse tekst geplaatst in *Trb.* 1964, 115 en de vertaling in *Trb.* 1964, 186. Zie ook, laatstelijk, *Trb.* 1995, 203.

Van het op 16 december 1970 te 's-Gravenhage tot stand gekomen Verdrag tot bestrijding van het wederrechtelijk in zijn macht brengen van luchtvaartuigen, naar welk Verdrag in artikel 17, vierde lid, van het onderhavige Verdrag wordt verwezen, zijn de Engelse en Franse tekst en de vertaling geplaatst in *Trb.* 1971, 50. Zie ook, laatstelijk, *Trb.* 1995, 204.

Van het op 23 september 1971 te Montreal tot stand gekomen Verdrag tot bestrijding van wederrechtelijke gedragingen gericht tegen de veiligheid van de burgerluchtvaart, naar welk Verdrag in artikel 17, vierde lid, van het onderhavige Verdrag wordt verwezen, zijn de Engelse en Franse tekst en de vertaling geplaatst in *Trb.* 1971, 218. Zie ook, laatstelijk, *Trb.* 1995, 205.

Van het op 24 februari 1988 te Montreal tot stand gekomen Protocol tot bestrijding van wederrechtelijke daden van geweld op luchthavens voor de internationale burgerluchtvaart bij het op 23 september 1971 te Montreal tot stand gekomen Verdrag tot bestrijding van wederrechtelijke gedragingen gericht tegen de veiligheid van de burgerluchtvaart, naar welk Protocol in artikel 17, vierde lid, van het onderhavige Verdrag wordt verwezen, zijn de Engelse en Franse tekst en de vertaling geplaatst in *Trb.* 1988, 88. Zie ook, laatstelijk, *Trb.* 1996, 98.

Van het op 1 maart 1991 te Montreal tot stand gekomen Verdrag inzake het merken van kneedspringstoffen ten behoeve van de opsporing ervan, naar welk Verdrag in artikel 17, vierde lid, van het onderhavige Verdrag wordt verwezen, zijn de Engelse en Franse tekst geplaatst in *Trb.* 1991, 217 en de vertaling in *Trb.* 1992, 80. Zie ook *Trb.* 1998, 139.

Uitgegeven de *negentiende* november 2001.

De Minister van Buitenlandse Zaken,

J. J. VAN AARTSEN