

IN THE NAME OF ALLAH
THE COMPASSIONATE, THE MERCIFUL
BILATERAL
AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE ISLAMIC REPUBLIC OF
IRAN
AND
THE GOVERNMENT OF
THE REPUBLIC
OF IRAQ



*Delegation of Iran
(Islamic Republic)
in ICAO*

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PREAMBLE

The Government of the Islamic Republic of Iran and
the Government of the Republic of Iraq;

Being parties to the Convention on International
Civil Aviation opened for signature at Chicago on the
seventh day of December, 1944 (16/09/1323),
hereinafter referred to as "the Contracting Parties";

In order to establish and operate scheduled air
services between and beyond their respective
territories;

Have agreed as follows:


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ARTICLE I
DEFINITIONS

For the purpose of this Agreement the following terms have the following meanings:

A-"Convention" means the Convention on International Civil Aviation, opened for signature at Chicago, on the seventh day of December 1944 (16/09/1323) and includes its amendments adopted under Article 94 of that Convention and have become effective for both Contracting Parties and the Annexes of Convention and their amendments adopted under Article 90 thereof and have become effective for both Contracting Parties.

B-"Aeronautical authorities" means in the case of the Islamic Republic of Iran, the Civil Aviation Organization and in case of the Republic of Iraq General Establishment of Civil Aviation represented by Iraqi Ministry of Transport and any person or body authorized to perform any functions at present exercised by the said Authority.

C-"designated airline" means an airline which has been designated and authorized in accordance with the provisions of Article 3 of the present Agreement.

D-"agreed services" means scheduled air services for the transport of passengers, cargo, and mail on the specified routes in the Annex of this Agreement.



E- "capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route and 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 section of a route.

F- "territory" in relation to either Contracting Party means land and water areas under the sovereignty of that party and includes air space above them.

G- "air service", "international air service", "airline", "stop for non-traffic purpose" shall have the meaning respectively assigned to them in Article 96 of the Convention.

H- "tariff" means the prices or charges to be paid for the carriage of passengers, baggage, cargo and the conditions under which those prices or charges apply, including prices or charges and conditions for agency and other auxiliary services excluding remuneration and conditions for the carriage of mail.

I- "Annex" means the route lists attached to the present agreement and any clauses or notes appearing in such Annex . The Annex to the present agreement forms an integral part of the agreement and all reference to the agreement shall include reference to the Annex except as otherwise provided herein .



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**ARTICLE 2
GRANT OF RIGHTS**

- 1- Each Contracting Party grants to the other Contracting Party the following rights for the conduct of scheduled international air services by the designated airline of the other Contracting Party:
 - 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 points specified in the route schedule annexed to this Agreement for the purpose of putting down and taking on in international traffic passengers, cargo and mail.

- 2 The exercise of traffic rights in intermediate and beyond points specified in the routes schedule annexed to this agreement is subject to the negotiation and agreement of the designated airlines of the Contracting Parties and approval of their aeronautical authorities.

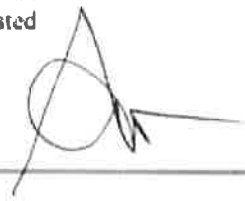
- 3- Nothing in the provisions of this Agreement shall be deemed to confer on the airline of one Contracting Party the right to take on, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

- 4- In areas of hostilities and/or of military occupation, or areas affected thereby, the operation of services referred to this Article shall be subject to the approval of the respective competent authorities.


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**ARTICLE 3
DESIGNATION AND AUTHORIZATIONS**

- 1- Each Contracting Party shall have the right to designate by a written notification to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter, any designated airline(s).
- 2- On receipt of such notification referred to in paragraph (1), the competent authorities of the other Contracting Party, shall, subject to the provisions of paragraphs (3) and (4) of this Article, grant without delay to the airline designated, the appropriate authorization.
- 3- The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations, normally 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 authorization referred to in paragraph (2) of this Article, and or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article (2) of this Agreement, in any case, where the said Contracting Party is not satisfied that substantial ownership of that airline belongs and its effective control is vested in the other Contracting Party or its nationals.



5. At any time after the receipt of authorization referred to in paragraph (2) above, the designated airline may begin to operate the agreed services provided that a tariff established in accordance with the provisions of Article 10 of this Agreement is in force in respect of those services.

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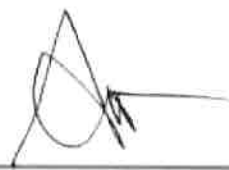


**ARTICLE 4
SUSPENSION AND REVOCATION**

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

- a- where it is not satisfied that substantial ownership of that airline belongs and its effective control is vested in the other Contracting Party or its nationals; or
- b- in the case of failure by that airline to comply with the laws and/or regulations of the Contracting Party granting these rights; or
- c- in case the airline otherwise fails to operate in accordance with the provisions of this Agreement.

2- Unless immediate revocation or suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws and/ or regulations and/or provisions of this agreement it shall be exercised only after consultation with the other Contracting Party. Such consultation between the aeronautical authorities shall begin as soon as possible after the request is received.



**ARTICLE 5
APPLICABILITY OF LAWS AND
REGULATIONS**

- 1- The laws and regulations of each Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation as well as operation and navigation of such aircraft above or within its territory shall apply to aircraft of the designated airline of the other Contracting Party.
- 2- The laws and regulations of each Contracting Party governing entry into, sojourn in, and departure of passengers, crew, cargo or mail from its territory, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.
- 3- Each Contracting Party shall, upon request, supply to the other Contracting Party copies of the relevant laws and regulations referred to in this Article.
- 4- The designated airline of each Contracting Party shall have the right to maintain its own agency in the territory of the other Contracting Party and/or appoint its general or general sales agent. Appointment of a general or general sales agent shall be in accordance with the laws and regulations of the other Contracting Party.



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5- Transfer of revenues earned by the designated airline of each Contracting Party shall be made in accordance with the foreign exchange regulations of the other Contracting Party after the deduction of expenditures. The Contracting Parties shall do everything in their power to facilitate the transfer of such revenues earned by the designated airline of the service provided for in this agreement.

6-Each Contracting Party grant the designated airline of either Contracting Party the right to maintain its representation with the necessary administrative , commercial and technical staff in its territory as required by services in accordance with the latter party's applicable laws of entry and residence .

**ARTICLE 6
EXEMPTION FROM CUSTOMS AND OTHER
DUTIES**

- 1- Aircraft of the designated airline of one Contracting Party operating international services, and supplies of fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores retained on board such aircraft of the airline of one Contracting Party authorized to operate the routes and services provided for in this agreement shall, upon arriving in or leaving the territory of the other Contracting Party, be exempted, on the basis of reciprocity, from custom duties, inspection fees and other similar national or local charges and duties, even though such supplies be used or consumed by such aircraft on flights above that territory.

- 2- Fuel, lubricating oils, consumable technical supplies, spare parts, regular equipment, and stores entered into the territory of the other Contracting Party by one Contracting Party or its nationals, and intended solely for use by aircraft of designated airline of such Contracting Party shall be exempted, on the basis of reciprocity, from customs duties, inspection fees and other national or local charges and duties.

- 3- Fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores taken on board aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and used in international services shall be exempted, on the basis of reciprocity, from customs duties, taxes, inspection fees and other fees and other national or local charges and duties.



4- The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of the designated airline of each 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. In such a case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

5- Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose, shall only be subject to a simplified control. Baggage and cargo shall, up to such time that they are on direct transit, be exempted from customs duties and any taxes.

6- There shall also be an exemption from all customs duties and/or taxes on a reciprocal basis for official documents bearing the badge of the airline such as luggage tags, air tickets, airway bills, boarding cards, and timetables imported into the territory of either Contracting Party for the exclusive use by the designated airline of the other Contracting Party.



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ARTICLE 7
AIRPORT FACILITIES AND CHARGES

1- Each Contracting Party shall designate an airport or airports in its territory for the use of the designated airline of the other Contracting Party on specified routes and provide designated airline of the other Contracting Party with communicative, aviation and metrological facilities and other services necessary for the operation of agreed services.

2- Each of the Contracting Parties may receive just and reasonable charges for the use of airports and other facilities by aircraft of the designated airline of the other Contracting Party provided that such charges shall not be higher than would be paid for the use of such airports and facilities by its air transport carriers engaged in the similar international service.

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**ARTICLE 8
CAPACITY REGULATIONS AND
APPROVAL OF TIMETABLES**

- 1- The designated airline(s) of the Contracting Parties shall be afforded fair and equal treatment in order that they may enjoy equal opportunities in the operation of the agreed services on the specified routes.
- 2- In operating the agreed services, the designated airline(s) of each Contracting Party shall take into account the interests of the airline(s) of the other Contracting Party so as not to affect unduly the services, which the latter provides on the whole, or part of the same routes.
- 3- The agreed services provided by the designated airlines of the Contracting Parties shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the territory of the other Contracting Party.
- 4- The capacity to be provided including the frequency of services and the type of aircraft to be used by the designated airlines of the Contracting Parties on the agreed services may be suggested by the designated airlines. The designated airlines shall make such suggestion after due negotiations and exchange of views between themselves taking into account the principles laid down in paragraphs (1), (2) and (3) of this Article.



The said capacity shall be designated and enforced upon approval of aeronautical authorities of the Contracting Parties.

5- In case of disagreement between the designated airlines of the Contracting Parties, the issues referred to in paragraph (4) shall be resolved by agreement between the aeronautical authorities of the two Contracting Parties. Until such agreement has been reached, the capacity provided by the designated airlines shall remain unchanged.

6- The designated airline (s) of each Contracting Party shall submit for approval to the aeronautical authorities of the other Contracting Party not later than thirty (30) days prior to the introduction of services on the specified routes, flight timetables. This shall, likewise, apply to later changes. In special cases, this time limit may be changed subject to the approval of the said authorities.



**ARTICLE 9
RECOGNITION OF CERTIFICATES AND
LICENCES**

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and are still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.



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ARTICLE 10
AIR TRANSPORT TARIFFS

1- The tariffs to be charged by the airlines of the Contracting Parties for the agreed services shall be established at reasonable level, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service and the tariffs of other airlines operating scheduled services over the whole or part of the same routes.

2- The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties after discussion with their respective Aeronautical Authorities.

3- The tariffs so agreed upon in accordance with paragraph (2) above shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction. This time limit may be changed, subject to the consent of the said authorities.

4- In case the designated airlines of the Contracting Parties fail to agree on the tariffs to be charged, or where a Contracting Party has not designated its airline for the operation of the agreed services, or where during the first (15) days of the (30) days period referred to in paragraph (3) of this Article, the aeronautical authorities of a Contracting Party give the aeronautical authorities of the other Contracting Party notice of their dissatisfaction with any tariff agreed between the designated airlines of the Contracting Parties in accordance with



paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to reach an agreement on the appropriate tariffs to be charged. As a general rule no tariff shall be charged before the approval of the aeronautical authorities of the Contracting Parties. However, the tariffs shall be deemed approved if the aeronautical authorities of either Contracting Party have not given notice of their dissatisfaction with any tariff agreed between the designated airlines during the above mentioned (15) days period.

- 5- The tariffs established in accordance with this Article shall remain in force until new tariffs have been established.

However, in case of disagreement between the two designated airlines on new tariff, the aeronautical authorities of the Contracting parties shall try to agree on mutual agreed new tariff within a period of (12) months.



ARTICLE 11
AVIATION SECURITY

- 1- The Contracting Parties reaffirm their rights and obligations under international law to each other to protect the security of civil aviation against acts of unlawful interference. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on offences and certain other acts committed on board of an aircraft, signed at Tokyo on 14 September 1963 (23/06/1342), the Convention for the suppression of unlawful seizure of aircraft, signed at the Hague on 16 December 1970 (25/09/1349) and the Convention for the suppression of unlawful acts against the safety of civil aviation, signed at Montreal on 23 September 1971 (01/07/1350).
- 2- The Contracting Parties shall provide upon request all necessary assistance to each other to prevent unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
- 3- The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties. Either Contracting Party shall require those operators of aircraft of their registry or operators of aircraft who have their principal



place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4- Each Contracting Party may require such operators of aircraft to observe the aviation security provisions referred to in paragraph (3) above required by the other Contracting Party for entry into, departure from, or while within its territory. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

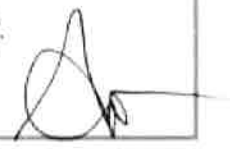
5- When a civil aircraft is unlawfully seized and/or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities and/or a threat in this respect occurs, the Contracting Parties shall assist each other by facilitating communications and adopting other appropriate measures intended to terminate rapidly and safely such incident or foil the said threat.



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ARTICLE 12
AVIATION SAFETY

- 1- Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty 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 in the areas referred to in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.
- 3- Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by or on behalf of a designated airline of one Contracting Party, on service to or from the territory of another Contracting Party may, while within the territory of the other Party be the subject of a search by the authorized representative of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of



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the aircraft conform to the standards established at that time pursuant to the Convention.

- 4- When urgent action is essential to ensure the safety of a designated airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of the designated airline or airlines of the other Contracting Party.
- 5- Any action by one Contracting Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.
- 6- With reference to paragraph 2 above if it is determined that one Contracting Party remains in non-compliance with ICAO standards when the agreed time period has lapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.



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ARTICLE 13
SUPPLY OF STATISTICS

The aeronautical authorities of either Contracting Parties shall supply to the aeronautical authorities of the other Contracting Party, at their request, such information and statistics relating to the traffic carried on the agreed services by their designated airline to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airlines to their national aeronautical authorities. Submission of any additional statistical traffic data requested by the aeronautical authorities of a Contracting Party from the aeronautical authorities of the other Contracting Party shall be subject to negotiation and agreement between the two Contracting Parties.



**ARTICLE 14
CONSULTATION, MODIFICATION AND
AMMENDMENT**

- 1- In order to proper implementation of this agreement, the Contracting Parties shall cooperate with each other through their aeronautical authorities and to this end the aeronautical authorities of a Contracting Party may at any time request a consultation with the aeronautical authorities of the other Contracting Party.
- 2- A consultation requested by the aeronautical authorities of either Contracting Party shall begin within a period of sixty (60) days from the date of receipt of the request.
- 3- Each Contracting Party may, at any time which deems necessary, request the modification or amendment of the provisions of this agreement, and in this case the Contracting Parties shall negotiate in this respect within a period of sixty (60) days from the date of receipt of the negotiation request by the other Contracting Party.
- 4- Any modification or amendment of this Agreement shall enter into force subject to the provisions of the article (19) of this Agreement.
- 5- Notwithstanding the provisions of paragraph (4), amendment of the routes schedule annexed to this Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall enter into force by an exchange of notification by the appropriate aeronautical authorities.



ARTICLE 15
SETTLEMENT OF DISPUTES

- 1- If any dispute arises between the Contracting Parties relating to the interpretation or application of this agreement and its Annex (es) the Contracting Parties shall in the first place endeavor 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 an advisory opinion to some person or body.
- 3- If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Contracting Party may in accordance with its relevant laws and regulations, while sending a notice to the other Contracting Party, refer the dispute to an arbitral tribunal of three arbitrators, two of whom to be nominated by the Contracting Parties and one umpire.

In case the dispute is referred to arbitration, each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt a notice in respect of reference of the dispute to arbitration and the umpire shall be appointed within a further period of sixty (60) days from the last appointment by the two so nominated. If either Contracting Party fails to nominate its arbitrator within the specified period, or nominated arbitrators fail to agree on the umpire within the said period, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party



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to appoint the arbitrator of failing party or the umpire as the case may require.

However the umpire shall be a national of a state having diplomatic relation with both Contracting Parties at the time of the appointment.

- 4- In the case of the appointment of the umpire by the President of the Council of International Civil Aviation Organization, if the President of the Council of International Civil Aviation Organization is prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by the Vice-president and if the Vice-president is also prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by senior member of the Council who is not a national of either Contracting Party.
- 5- Subject to other provisions agreed by the Contracting Parties, the arbitral tribunal shall determine its procedure and the place of arbitration.
- 6- The decisions of the arbitral tribunal shall be binding for the Contracting Parties.
7. 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 the Council in connection with the appointment of the umpire and/or the arbitrator of the failing party as referred to in paragraph (3) of this Article shall be considered to be part of the expenses of the arbitral tribunal.



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**ARTICLE 16
TERMINATION OF AGREEMENT**

Either Contracting Party may, at any time, give written notice to the other Contracting Party of its intention to terminate this Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization and in such case the agreement shall be deemed to be terminated twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by an agreement between the Contracting Parties before the expire of this period. In the absence of acknowledgment of receipt of termination notice by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

**ARTICLE 17
CONFORMITY WITH MULTILATERAL
AGREEMENTS OR CONVENTIONS**

If a multilateral air transport agreement or convention comes into force in respect of both Contracting Parties, this agreement and its Annex(es) shall be amended by negotiation referred to in Article (14) so as to its provision conform with the provisions of such agreement or convention.

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**ARTICLE 18
REGISTRATION**

This Agreement and its Annex (es) and all amendments thereto shall be registered with the council of the International Civil Aviation Organization.

**ARTICLE 19
ENTRY INTO FORCE**

This Agreement shall enter into force on the date of the last notification by either Contracting Party to the other Contracting Party that it has fulfilled necessary measures in accordance with its laws and regulations for the entry into force of this Agreement.

In witness whereof, the undersigned plenipotentiaries being duly authorized by their respective governments, have signed this agreement.

Done in Tehran in one Preamble, nineteen (19) Articles and one Annex on January 13th, 2018 corresponding to 1396 /10/23 in two original copies, in the Persian, Arabic and English languages, all texts being equally authentic. In the case of any divergence of the texts the English

**For the Government of
the Islamic
Republic of Iran**

**For the Government of
the Republic of Iraq**



ANNEX

ROUTE SCHEDULE

1-Routes on which air services may be operated by the designated airline (airlines) of the Government of the Islamic Republic of Iran.

Points of Departure	Intermediate Points	Points of Destination	Points Beyond
Any point	-----	Any point	-----

2-Routes on which air services may be operated by the designated airline (airlines) of the Government of the Republic of Iraq.

Points of Departure	Intermediate Points	Points of Destination	Points Beyond
Any point	-----	Any point	-----

NOTES

1- Each designated airline(s) may serve intermediate points and points beyond specified in the Annex of the present Agreement on condition that no fifth freedom traffic rights shall be exercised between these points and the territory of the other Contracting Party, unless an agreement to that effect is made between the two Contracting Parties, based on the recommendations of the designated airlines.

2- Intermediate points and points beyond on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights.

3- Frequencies and types of aircraft of the designated airline(s) shall be agreed upon between the designated airline(s), subject to the approval of aeronautical authorities of the contracting Parties.



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