

No. 2515

GREECE
and
PHILIPPINES

**Air Transport Agreement (with annex). Signed at Athens,
on 8 October 1949**

Official text: English.

Registered by Greece on 23 March 1954.

GRÈCE
et
PHILIPPINES

**Accord (avec annexe) relatif aux transports aériens. Signé
à Athènes, le 8 octobre 1949**

Texte officiel anglais.

Enregistré par la Grèce le 23 mars 1954.

No. 2515. AIR TRANSPORT AGREEMENT¹ BETWEEN THE ROYAL HELLENIC GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES. SIGNED AT ATHENS, ON 8 OCTOBER 1949

Having in mind the resolution signed under date of December 7, 1944,² at the International Civil Aviation Conference in Chicago, Illinois, for the adoption of a Standard Form of Agreement for provisional air routes and services, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between Greece and the Philippines, the two Governments parties to this Agreement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions :

Article 1 .

The Contracting Parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

Article 2

(a) Each of the air services so described shall be placed in operation as soon as the Contracting Party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the Contracting Party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned ; provided that the airline so designated may be required to qualify before the competent aeronautical authorities of the Contracting Party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement ; and provided that in areas of hostilities or of military occupation,

¹ Came into force on 8 October 1949, as from the date of signature, in accordance with article 14.

² International Civil Aviation Conference, Chicago, Illinois, 1 November to 7 December 1944. *Final Act and Related Documents*, United States of America, Department of State publication 2282, Conference Series 64.

or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(b) It is understood that either Contracting Party granted commercial rights under this Agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

Article 3

In order to prevent discriminatory practices and to assure equality of treatment, both Contracting Parties agree that :

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of the Contracting Party by the other Contracting Party or its nationals and intended solely for use by aircraft of such other Contracting Party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another State.

Article 5

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Party.

(b) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, or cargo of the other Contracting Party upon entrance into or departure from, or while within the territory of, the first party.

Article 6

Each Contracting Party reserves the right to withhold or revoke a certificate or permit to an airline of the other Party in any case where it is not satisfied that substantial ownership and effective control are invested in nationals of either party to this Agreement, or in case of failure of an airline to comply with the laws of the State over which it operates as described in Article 5 hereof, or to perform its obligations under this Agreement.

Article 7

(a) The tariffs to be charged on any of the agreed services shall be fixed at reasonable levels, due regard being paid to all relevant factors, including cost of economical operation, reasonable profit, difference of characteristics of service (including standards of speed and accommodation) and the tariffs charged by other airlines on any part of the route. These tariffs shall be determined in accordance with the following provisions of this Article.

(b) The tariffs shall, if possible, be agreed in respect of each route between the designated airlines concerned, in consultation with other airlines operating on the same route or any section thereof. Such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the Contracting Parties.

(c) In the event of disagreement between the designated airlines concerning the tariffs, the Contracting Parties shall endeavour to determine them by agreement between themselves.

(d) If the Contracting Parties should fail to agree, the matter shall be referred to arbitration or settled as provided in Article 10 of the present Agreement.

Article 8

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

Article 9

In the event either of the Contracting Parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Article 10

(a) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement and its Annex, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

(b) If the Contracting Parties fail to reach a settlement by negotiation :

(1) They may agree to refer the dispute for a decision to an arbitral tribunal appointed by agreement between them or to some other person or body ; or

(2) If they do not agree, or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute for decision to any tribunal competent to decide it which may hereinafter be established within the International Civil Aviation Organization, or if there is no such tribunal, to the Council of the said Organization.

(c) The Contracting Parties undertake to comply with any decision given under paragraph (b) of this Article.

(d) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph (b) of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline or airlines of the Contracting Party or to the designated airline in default.

Article 11

If a general multilateral air convention enters in force in relation to both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article 12

The present Agreement shall terminate 12 months after the date of receipt by one Contracting Party from the other Contracting Party of notice to terminate, unless the notice is withdrawn by agreement before the expiry of this period. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization. In the absence of acknowledgement of receipt, notice shall be deemed to have been received 14 days after receipt of the notice by the Council of the International Civil Aviation Organization.

Article 13

For the purpose of this Agreement and its Annex, unless the context otherwise required :

(a) The term "competent authorities" shall mean in the case of the Royal Hellenic Government, the Direction General of the State Service of Civil Aviation, and in the case of the Republic of the Philippines, the Civil Aeronautic Board, or their respective legal successors.

(b) The terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" shall have the meanings respectively assigned to them in Articles 2 and 96 of the Convention ;

(c) The term "the Convention" means the Convention on International Civil Aviation, signed under date of December 7, 1944¹ at Chicago, Illinois, and includes any annex adopted under Article 90 of that convention and any amendment of the annexes or convention under Article 90 and 94 thereof ;

(d) The term "designated airline" means an airline which the competent authorities of either Contracting Party shall have notified in writing to the competent authorities of the other Contracting Party as the airline designated by it in accordance with Article 2 of the present Agreement for the route specified in such notification.

Article 14

The provisions of this Agreement shall become operative from the date of its signature. The instrument of ratification shall be exchanged in Manila as soon as possible and the Agreement shall be considered definitive as from the date of this exchange.

¹ United Nations, *Treaty Series*, Vol. 15, p. 295 ; Vol. 26, p. 420 ; Vol. 32, p. 402 ; Vol. 33, p. 352 ; Vol. 44, p. 346 ; Vol. 51, p. 336 ; Vol. 139, p. 469, and Vol. 178, p. 420.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed the present Agreement and affixed thereto their seals.

DONE in duplicate at Athens in the English language, this 8th day of October 1949.

For the Royal Hellenic
Government :
A. DIOMIDIS

For the Republic
of the Philippines :
Lucas V. MADAM

A N N E X

A. Airlines of the Republic of the Philippines, authorized under the present Agreement, are accorded rights of transit and non-stop traffic in Greek territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Athens—limited to a frequency of not more than once a week each way—on the following in both directions :

MANILA—BANGKOK—CALCUTTA—KARACHI—DHARAN—AND/OR LYDDA—AND/OR CAIRO—ATHENS—ROME—MADRID—LONDON.

B. Airlines of the Royal Hellenic Government, authorized under the present Agreement are accorded rights of transit and non-stop traffic in Philippine territory, as well as the right to pick up and discharge international traffic—limited to a frequency of not more than once a week each way—on the following route in both directions :

ATHENS—AND/OR LYDDA—AND/OR CAIRO—DHARAN—KARACHI—CALCUTTA—BANGKOK—MANILA.

C. In the establishment and operation of the air services covered by this Agreement and its Annex, the following principles shall apply :

1. It is desirable to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles ; and to stimulate international air travel as a means of promoting friendly understanding and goodwill among peoples and insuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries.

2. The air transport facilities available to the travelling public should bear a close relationship to the requirements of the public for such transport.

3. There shall be a fair and equal opportunity for the airlines of the two nations to operate on any route or routes between their respective territories covered by this Agreement.

4. In the operation by the airlines of either Contracting Party of the trunk lines described in the Annex to this Agreement, the interest of the airlines of the other Contract-

ing Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

5. It is the understanding of both Contracting Parties that services provided by a designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes covered by this Agreement and its Annex shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principles that capacity should be related :

a) To traffic requirements between the country of origin and the countries of destination ;

b) To the requirements of through airline operation, and,

c) To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

6. In so far as the airline or airlines of one Contracting Party may be temporarily prevented through the war from taking immediate advantage of the opportunity referred to in sub-paragraph (3) above, the situation shall be reviewed between the Contracting Parties with the object of facilitating the necessary development, as soon as the airline or airlines of the first Contracting Party is or are in a position increasingly to make their proper contribution to the service.
