

No. 2516

GREECE
and
YUGOSLAVIA

Agreement concerning air services (with annex). Signed at Belgrade, on 15 March 1951

Agreement concerning the modification of the annex to the above-mentioned Agreement. Signed at Athens, on 26 March 1952, and at Belgrade, on 31 March 1952

Official texts: French.

Registered by Greece on 23 March 1954.

GRÈCE
et
YOUGOSLAVIE

Accord relatif aux services aériens (avec annexe). Signé à Belgrade, le 15 mars 1951

Accord relatif à la modification de l'annexe de l'Accord susmentionné. Signé à Athènes, le 26 mars 1952, et à Belgrade, le 31 mars 1952

Textes officiels français.

Enregistrés par la Grèce le 23 mars 1954.

[TRANSLATION — TRADUCTION]

No. 2516. AGREEMENT CONCERNING AIR SERVICES
BETWEEN THE KINGDOM OF GREECE AND THE
FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA.
SIGNED AT BELGRADE, ON 15 MARCH 1951

The Royal Greek Government and the Government of the Federal People's Republic of Yugoslavia, desiring to establish regular air services between the two countries,

Have agreed as follows :

Article 1

The Contracting Parties shall grant each other on a basis of reciprocity the rights specified in the Annex hereto, for the purpose of establishing the regular air services enumerated therein. The said services may be inaugurated immediately or at a later date, at the option of the Contracting Party to whom the rights are granted.

Article 2

1. Each of these services may be put into operation as soon as the Contracting Party to whom the rights described in the Annex have been granted has designated an airline for this purpose. The aeronautical authorities of the Contracting Party granting the rights shall, subject to paragraph 2 of this article and to article 8, issue the operating permit forthwith to the designated airline.

2. Nevertheless, the designated airline may, before being authorized to operate the agreed services, be called upon to satisfy the aeronautical authorities competent to issue the operating permit that it fulfils the conditions prescribed under the laws and regulations normally applied by them.

Article 3

In operating the agreed services the designated airlines shall pay due regard to their reciprocal interests so as to ensure that such operation shall proceed in an economical, sound and fair manner.

Article 4

The rates shall be fixed at reasonable levels, due regard being paid to economical operation, normal profit and the characteristics of the agreed services. In

¹ Came into force on 15 March 1951, upon signature, in accordance with article 16.

fixing these rates account shall also be taken of the principles governing international air transport in the matter.

The rates and time-tables agreed upon between the designated airlines shall be submitted to the aeronautical authorities of the Contracting Parties. If the airlines are unable to reach agreement, they shall refer the matter to their aeronautical authorities, which shall endeavour to find a solution within thirty days. In the interim, the existing rates and time-tables shall remain in effect.

Article 5

1. Each of the Contracting Parties agrees that the duties and charges imposed on the designated airline of the other Contracting Party for the use of airports and other technical installations shall not be higher than the duties and charges paid by its national airlines engaged in similar international services.

2. Fuel, lubricating oils, spare parts and regular equipment introduced into or taken on board aircraft in the territory on one Contracting Party solely for use by the aircraft of the designated airline of the other Contracting Party engaged in the agreed services shall be accorded in that territory with respect to customs duties, inspection fees, and other national duties and charges, the same treatment as that accorded to its own airlines engaged in similar international services.

3. If the designated airline of one Contracting Party is exempted in the territory of that Party from certain of the duties referred to in paragraphs 1 and 2 above, the duties which the designated airline of the other Contracting Party shall be required to pay may not be higher than the minimum duties payable by the most favoured foreign airline.

4. Aircraft operated on the agreed services by the designated airline of one Contracting Party, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft, shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees, or other national duties or charges, even though such supplies be used or consumed on flights over that territory.

5. Articles exempted under paragraph 4 above may be unloaded in the territory of one Contracting Party only with the consent of the customs authorities of that Contracting Party. Between flights they shall be subject to supervision by the said authorities, but this shall not preclude their use for technical purposes.

Article 6

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party shall be recognized as valid by the

other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flights over its own territory certificates of competency or licences issued to its own nationals by another State.

Article 7

1. The laws and regulations of either Contracting Party concerning the admission to or departure from its territory of aircraft engaged in international air navigation or flights by such aircraft over that territory shall apply to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of crews, passengers, mail and cargo, such as those relating to control formalities, immigration, passports, customs and quarantine, shall apply to the crews, passengers, mail and cargo carried on board the aircraft of the designated airline of the other Contracting Party while within that territory.

Article 8

Each Contracting Party reserves the right to withhold an operating permit from the designated airline of the other Contracting Party or to revoke such permit whenever it has no proof that substantial ownership and effective control of that airline are vested in nationals of either Contracting Party or whenever that airline fails to comply with the laws and regulations referred to in article 7 or to discharge its obligations under this Agreement.

Article 9

1. Each Contracting Party undertakes to render the same measure of assistance in its territory to aircraft of the other Contracting Party in distress as it would to its national aircraft.

2. In the event of an aircraft of either Contracting Party being involved in an accident in the territory of the other Contracting Party resulting in death or serious injury, or serious damage to the aircraft, the Contracting Party in whose territory the accident occurred shall institute an inquiry into the circumstances of the accident. The Contracting Party to which the aircraft belongs shall be permitted to send observers to attend such an inquiry. The Contracting Party conducting the inquiry shall report the result and conclusions thereof to the other Contracting Party.

Article 10

Every aircraft belonging to the designated airlines of the Contracting Parties and employed on the agreed services shall carry the following documents :

- (a) certificate of registration ;
- (b) certificate of airworthiness ;
- (c) appropriate licences for each member of the crew ;
- (d) journey log book ;
- (e) aircraft radio station licence ;
- (f) passenger list ;
- (g) manifest and detailed declaration of cargo ;
- (h) if required, a special permit to carry certain types of cargo by air.

Article 11

1. Each Contracting Party may at any time request consultations with the other Contracting Party with a view to amending this Agreement in any way which may seem desirable in the light of experience.

2. Should either of the Contracting Parties consider it necessary to modify or add to any clauses of the Annex, the competent aeronautical authorities of the two Contracting Parties may make such modification or addition by agreement between themselves.

Article 12

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled directly between the two Contracting Parties within the three months following the date of the application shall be submitted to arbitration, the procedure for which shall be determined through the diplomatic channel.

The Contracting Parties undertake to comply with the decision given.

The costs of the arbitration shall be fixed by the arbitral award and shall be borne equally by the Contracting Parties.

Article 13

For the purposes of this Agreement and its Annex, unless the context otherwise requires, the term "aeronautical authorities" shall mean :

In the case of Greece, the Ministry of National Defence, Under-Secretariat of Air, Directorate-General of the State Service of Civil Aviation ;

In the case of Yugoslavia, the Ministry of Communications of the Federal People's Republic of Yugoslavia, Inspectorate of Aviation (*inspekcija vazdusne plovidbe*).

Article 14

The Contracting Parties shall notify the International Civil Aviation Organization of this Agreement and its Annex, in so far as they are bound to do so under their international commitments.

Article 15

This Agreement supersedes all previous arrangements relating to civil aviation concluded between the two Contracting Parties.

Article 16

This Agreement shall come into force on the date of its signature.

The Royal Greek Government shall notify the Government of the Federal People's Republic of Yugoslavia of the ratification of the Agreement by the Greek Parliament and the Government of the Federal People's Republic of Yugoslavia shall consider this Agreement definitive as from the date of the notification by the Royal Greek Government.

Either Contracting Party may terminate this Agreement by giving six months notice.

IN FAITH WHEREOF the Plenipotentiaries, duly authorized thereto by their respective Governments, have signed the present Agreement at Belgrade this fifteenth day of March 1951.

This Agreement was done in duplicate, in French.

For the Government of the
Federal Republic of
Yugoslavia :
Jov. BOZOVIC

For the Royal
Greek Government :
Sp. KAPETANIDES

A N N E X

Section I

The designated Greek airline may operate the following regular air service :

Athens-Belgrade, with the right to land for traffic purposes at Thessaloniki and Skoplje, if desired, in both directions.

During the operation of this service it shall have the right :

(a) to pick up in Yugoslav territory passengers, mail and cargo destined for Greek territory or for the territory of any other country ;

(b) to set down in Yugoslav territory passengers, mail and cargo picked up in Greek territory or in the territory of any other country.

Section II

The designated Yugoslav airline may operate the following regular air service :

Belgrade–Athens, with the right to land for traffic purposes at Skoplje and Thessaloniki, if desired, in both directions.

During the operation of this service, it shall have the right :

(a) to pick up in Greek territory passengers, mail and cargo destined for Yugoslav territory or for the territory of any other country ;

(b) to set down in Greek territory passengers, mail and cargo picked up in Yugoslav territory or in the territory of any other country.

AGREEMENT¹ CONCERNING THE MODIFICATION OF THE ANNEX TO THE AGREEMENT OF 15 MARCH 1951² CONCERNING AIR SERVICES BETWEEN THE KINGDOM OF GREECE AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA. SIGNED AT ATHENS, ON 26 MARCH 1952, AND AT BELGRADE, ON 31 MARCH 1952

The Directorate-General of the State Service of Civil Aviation in the Ministry of Communications of the Kingdom of Greece and the Directorate-General of Civil Aviation of the Federal People's Republic of Yugoslavia have agreed to modify as follows, with immediate effect, the annex to the "AGREEMENT CONCERNING AIR SERVICES BETWEEN THE KINGDOM OF GREECE AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA" signed at Belgrade on 15 March 1951.

A N N E X

Section I

(A) The designated Greek airline may operate the following regular air service :

(1) ATHENS-BELGRADE, with the right to land for traffic purposes at THESSALONIKI and SKOPLJE, if desired, in both directions. During the operation of this service it shall have the right :

(a) to pick up in Yugoslav territory passengers, mail and cargo destined for Greek territory or for the territory of any other country ;

(b) to set down in Yugoslav territory passengers, mail and cargo picked up in Greek territory or in the territory of any other country.

(2) ATHENS-FRANKFURT a/M, in both directions, with the right to land :

(a) for traffic purposes at THESSALONIKI and MUNICH, and

(b) for non-traffic purposes at BELGRADE and also (in emergency) at ZAGREB.

(B) It is agreed that the service between ATHENS and BELGRADE referred to under (A) § (1) above may be operated by the aircraft employed on the service between ATHENS and FRANKFURT a/M referred to under (A) § (2) above.

Section II

(A) The designated Yugoslav airline may operate the following regular air services :

¹ Came into force on 31 March 1952 by signature.

² See p. 239 of this volume.

(1) BELGRADE-ATHENS, with the right to land for traffic purposes at SKOPLJE and THESSALONIKI, if desired, in both directions. During the operation of this service, it shall have the right :

(a) to pick up in Greek territory passengers, mail and cargo destined for Yugoslav territory or for the territory of any other country ;

(b) to set down in Greek territory passengers, mail and cargo picked up in Yugoslav territory or in the territory of any other country.

(2) One of the following two services :

1. either BELGRADE-ISTANBUL, in both both directions, with the right to land :

(a) for traffic purposes at SKOPLJE, and

(b) for non-traffic purposes at THESSALONIKI and also (in emergency) at another Greek civil airport which shall be designated by the Yugoslav aeronautical authorities and shall be reasonably close to the line of route ;

2. or BELGRADE-ALEXANDRIA (Egypt), in both directions, with the right to land :

(a) for traffic purposes at SKOPLJE, and

(b) for non-traffic purposes at ATHENS and also (in emergency) at another Greek civil airport which shall be designated by the Yugoslav aeronautical authorities and shall be reasonably close to the line of route ;

(B) The Yugoslav aeronautical authorities shall notify the Greek aeronautical authorities, within the two months preceding the date set for the inauguration of the route, of its choice with respect to the two services referred to above and shall at the same time inform them which additional airport in Greek territory they desire for non-traffic stops in case of emergency.

(C) It is agreed that the service between BELGRADE and ATHENS referred to under (A) § (1) above may be operated by the aircraft employed on that one of the two services referred to under (A) § (2) above the Yugoslav aeronautical authorities choose.

This Agreement has been concluded in conformity with article 11, paragraph 2, of the "AGREEMENT CONCERNING AIR SERVICES BETWEEN THE KINGDOM OF GREECE AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA" of 15 March 1951.

DONE in duplicate, in French, and duly signed :

(a) At Athens on 26 March 1952 by Mr. C. PHILIPIDES, Director-General of the State Service of Civil Aviation in the Ministry of Communications of the Kingdom of Greece ; and

(b) At Belgrade on 31 March 1952 by Mr. J. BOZOVIC, Director-General of Civil Aviation of the Federal People's Republic of Yugoslavia.

For the Yugoslav Civil
Aeronautical Authorities :

(Signed) J. BOZOVIC

For the Greek Civil
Aeronautical Authorities :

(Signed) C. PHILIPIDES