

No. 3035

GREECE
and
ETHIOPIA

**Agreement (with annex) for scheduled air services between
and beyond their respective territories. Signed at
Athens, on 20 January 1954**

Official text: English.

Registered by Greece on 2 December 1955.

GRÈCE
et
ÉTHIOPIE

**Accord (avec annexe) relatif aux services aériens réguliers
entre leurs territoires respectifs et au-delà. Signé à
Athènes, le 20 janvier 1954**

Texte officiel anglais.

Enregistré par la Grèce le 2 décembre 1955.

No. 3035. AGREEMENT¹ BETWEEN THE ROYAL HELLENIC GOVERNMENT AND THE IMPERIAL ETHIOPIAN GOVERNMENT FOR SCHEDULED AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT ATHENS, ON 20 JANUARY 1954

The Royal Hellenic Government and the Imperial Ethiopian Government, hereinafter described as the Contracting Parties,

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944² (hereinafter referred to as the Convention).

Considering that it is desirable to organise international air services in a safe, orderly manner and to further as much as possible the development of international co-operation in this field;

Considering also that it is desirable to stimulate international air travel, at the lowest possible rates consistent with sound economic principles, as a means of promoting friendly understanding and goodwill among peoples and securing the many indirect benefits of this form of transportation to the common welfare of both countries;

And desiring to conclude an agreement for the purpose of promoting commercial scheduled air transport services between and beyond their respective territories;

Have accordingly appointed the undersigned plenipotentiaries for this purpose, who being duly authorised to that effect by their respective Governments, have agreed as follows:

Article I

1. Each Contracting Party grants to the other Contracting Party the right to operate the air services specified in the Annex³ to this Agreement (hereinafter referred to as the "specified air services") on the routes specified in the said Annex (hereinafter referred to as the "specified air routes").

2. Subject to the provisions of this Agreement, any of the specified air services may be inaugurated in whole or in part immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

¹ Came into force provisionally on 20 January 1954, the date of signature, and definitively on 25 June 1955, upon the exchange of the instruments of ratification at Addis Ababa, in accordance with article XVIII.

² 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; Vol. 178, p. 418, and Vol. 199, p. 362.

³ See p. 296 of this volume.

Article II

1. Each Contracting Party shall designate in writing to the other Contracting Party one airline for the purpose of operating by virtue of the present Agreement the specified air services.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph (3) of this Article and of Article III of the present Agreement, without undue delay grant to the airline designated the appropriate operating permission.

3. The aeronautical authorities of one Contracting Party, before granting operating permission to the airline designated by the other Contracting Party, may require the airline to satisfy them that it is qualified to fulfill the conditions prescribed under the laws, rules and regulations which they normally apply to the operation of scheduled air services provided that such laws, rules and regulations do not conflict with the provisions of the Convention or of the present Agreement.

4. At any time after the provisions of paragraph (1) and (2) of this Article have been complied with, the airline so designated and authorized may begin to operate the specified air services.

Article III

1. Each Contracting Party, shall have the right to refuse to accept the designation of an airline and to withhold or to revoke the grant to an airline of the rights specified in Article V of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

2. Each Contracting Party shall have the right to suspend the exercise by an airline of the rights specified in Article V of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws, rules and regulations of the Contracting Party granting those rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement.

Such unilateral action, however shall not take place before the intention to do so is notified to the other Contracting Party and consultation between the aeronautical authorities of both Contracting Parties has not led to agreement within a period of thirty days from the date of the notification.

Article IV

1. The laws, rules and regulations of one Contracting Party, especially those relating to entry into 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 apply to aircraft of the designated airline of the other Contracting Party.

2. The laws, rules and regulations of one Contracting Party, especially those relating to entry into or departure from its territory of passengers, crew, or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs, quarantine and exchange regulations) shall be applicable to the passengers, crew and cargo of the aircraft of the designated airline of the other Contracting Party, while in the territory of the former Contracting Party.

Article V

1. In the operation of the specified air services, each Contracting Party grants the designated airline of the other Contracting Party, subject to the provisions of Article VI and VII, the right of putting down and taking on in the territory of one Contracting Party, international traffic originating in or destined for the territory of the other Contracting Party or of a third country.

2. Paragraph (1) of this Article shall not be deemed to confer on the airline of one Contracting Party the right to take up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party, whatever the origin or the ultimate destination of such traffic.

Article VI

1. There shall be a fair and equal opportunity for the designated airline of each Contracting Party to operate on the specified air routes between their respective territories.

2. In the operation of the specified air services, the designated airline of either Contracting Party shall retain as its primary objective the provision, at a reasonable load factor, of capacity adequate to the current and reasonably anticipated traffic demand between the territory of the Contracting Party designating the airline and the countries of ultimate destination of the traffic.

3. In the operation of the specified air services of either Contracting Party, the combined capacity provided by the designated airlines of both Contracting Parties for each sector of the specified air routes, one end of which is in the territory of either Contracting Party, together with the capacity provided by other air services on the same sectors, shall be maintained in reasonable relationship to the requirements of the public for air transportation.

Article VII

In the operation of the specified air services the rights granted to the airline designated by either Contracting Party shall not be exercised abusively to the detriment or disadvantage of the airline of the other Contracting Party, operating on all or part of the same route.

Article VIII

Fuel and lubricating oils taken on board aircraft of the designated airline of one Contracting Party, in the territory of the other Contracting Party shall, subject to compliance in other respects with the customs regulations of the first Contracting Party, be exempt from customs duties, inspection fees and similar charges imposed in the territory of that latter Contracting Party.

This treatment shall be in addition to that accorded under Article 24 of the Convention.

Article IX

1. Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of time tables, rates schedules and all other similar relevant information concerning the operation of the specified air services and copies of all modifications of such time-tables, rates schedules and information.

2. Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on their air services to, from or through the territory of the other Contracting Party showing the origin and destination of the traffic.

Article X

1. Rates shall be fixed at a reasonable level, due regard being paid to all relevant factors, including cost of economical operations, reasonable profit, characteristics of service, such as standards of speed and accommodation, and

the rates charged by the other scheduled air service operators on the route concerned or part thereof.

2. The rates to be charged by the airlines designated under this Agreement in respect of traffic on any of the specified air routes between the territories of the two Contracting Parties or between the territory of a third country and the territory of one of the Contracting Parties shall be fixed either:

(a) In accordance with such rate resolutions as may be adopted by an airlines organization to which the designated airlines concerned are members, and accepted for that purpose by the two Contracting Parties: or

(b) by agreement between the designated airlines concerned where these airlines are not members of the same airlines organization, or where no resolution as referred to in 2 (a) above has been adopted.

3. Rates so fixed shall be submitted for approval by the aeronautical authorities of the two Contracting Parties and shall become effective thirty days after their receipt by the said aeronautical authorities unless the aeronautical authorities of either Contracting Party have given notice of disapproval.

4. In the event that rates are not fixed in accordance with para. 2 above or that the aeronautical authorities of either Contracting Party disapprove of the rates so fixed, the Contracting Parties, themselves shall endeavour to reach agreement and shall take all necessary steps to give effect to such agreement. Should the Contracting Parties fail to agree, the dispute shall be dealt with in accordance with Article XV: Pending the settlement of the dispute by agreement or until it is decided under Article XV, the rates already established shall be charged by the airlines concerned.

Article XI

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

Article XII

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult each other at the request of either authority for the purpose of ensuring the observance of the principles and the fulfilment of the provisions set out in this Agreement and will exchange such information as is necessary for that purpose.

Article XIII

If a general multilateral convention on traffic rights for scheduled international air services comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article XIV

If either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, and in that event such consultation shall begin within a period of sixty days from the date of the request. Modifications agreed between these authorities will come into effect when they have been confirmed by an exchange of notes through the diplomatic channel.

Article XV

1. Without prejudice to Art. XVI of this Agreement 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, endeavour to settle it by negotiation between themselves.

2. If the Contracting Parties fail to reach a settlement by negotiation within ninety days:

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

b) 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 within thirty days, either Contracting Party may submit the dispute for decision to the Council of the International Civil Aviation Organization.

3. Either Contracting Party may request the arbitral tribunal or the Council of the International Civil Aviation Organization, as the case may be, to indicate within thirty days of such request, provisional measures which ought to be taken to preserve the respective rights of both Contracting Parties.

4. The Contracting Parties undertake to comply with the provisional measures and final decision given under paragraphs 2 and 3 of this Article.

5. If and so long as either Contracting Party or a designated airline of either Contracting Party, fails to comply with a provisional measure or a final decision given under paragraphs 2 or 3 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 of that Contracting Party or to the designated airline in default.

Article XVI

Either Contracting Party may at any time give notice to the other, if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate six months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the Council of the International Civil Aviation Organization.

Article XVII

1. For the purpose of this Agreement the term "aeronautical authorities" shall mean, in the case of the Royal Hellenic Government, the Chief of Civil Aviation for the time being, and any person or body authorized to perform any functions presently exercised by the said Chief, and, in the case of the Imperial Ethiopian Government, the Director General of Civil Aviation for the time being, and any person or body authorized to perform any functions presently exercised by the said Director General.

2. The term "designated airline" shall mean the air transport enterprise which the aeronautical authorities of one of the Contracting Parties have notified in writing to the aeronautical authorities of the other Contracting Party as being the airline designated by it for the operation of the specified air service.

3. The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include references to the Annex, except where otherwise expressly provided.

Article XVIII

1. The present Agreement shall be subject to ratification and instruments of ratification shall be exchanged in Addis Abeba as soon as possible.

2. The present Agreement shall enter into force provisionally on the date of signature and definitively on the exchange of instruments of ratification.

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

DONE in duplicate at Athens, in the English language, this 20th day of January nineteen fifty-four.

For the Royal Hellenic Government:
Tryfon TRIANTAFYLLAKOS

For the Imperial Ethiopian Government:
WAG SEYOUM-WOSEN HAILOU MIKAEL IMRU

ANNEX

A

The airline designated by the Royal Hellenic Government shall be entitled to operate air services in both directions on the routes specified, and to land for traffic purposes in Ethiopia at the points specified in this paragraph:

Route or routes to be fixed at a later date.

B

The airline designated by the Imperial Ethiopian Government shall be entitled to operate air services in both directions on the routes specified, and to land for traffic purposes in Greece at the points specified in this paragraph:

1. Points in Ethiopia - Khartoum - Wadi Halfa or Luxor - Cairo - Athens.

2. Points in Ethiopia - Port Sudan - Luxor or Cairo - Beirut - Cyprus - Athens (this route is granted for six months from date subject to renewal on application).
Athens, the 20th January 1954

Tryfon TRIANTAFYLLAKOS
WAG SEYOUM-WOSEN HAILOU MIKAEL IMRU
