

No. 7043

**GREECE
and
ROMANIA**

**Agreement (with annex) concerning scheduled commercial
air services. Signed at Athens, on 2 May 1960**

Official text: French.

Registered by Greece on 7 January 1964.

**GRÈCE
et
ROUMANIE**

**Accord (avec annexe) relatif aux transports aériens com-
merciaux réguliers. Signé à Athènes, le 2 mai 1960**

Texte officiel français.

Enregistré par la Grèce le 7 janvier 1964.

[TRANSLATION — TRADUCTION]

No. 7043. AGREEMENT¹ BETWEEN THE ROYAL GOVERNMENT OF GREECE AND THE GOVERNMENT OF THE ROMANIAN PEOPLE'S REPUBLIC CONCERNING SCHEDULED COMMERCIAL AIR SERVICES. SIGNED AT ATHENS, ON 2 MAY 1960

The Royal Government of Greece and the Government of the Romanian People's Republic (hereinafter referred to as the Contracting Parties), desiring to regulate mutual relations in the field of civil aviation and to promote the development of scheduled commercial air services between the two countries, have agreed as follows :

Article 1

1. For the purposes of this Agreement and its annex :

(a) The expression "aeronautical authorities" means :

—In the case of the Kingdom of Greece, "the Ministry of Communications and Public Works" or any agency authorized to perform the functions for which the said Ministry is at present responsible ;

—In the case of the Romanian People's Republic, "the Ministry of Transport and Telecommunications" or any agency authorized to perform the functions for which the said Ministry is at present responsible ;

(b) The expression "designated airline" means any airline designated in accordance with the provisions of this Agreement by the aeronautical authorities of one Contracting Party for the operation of the agreed services.

2. The annex to this Agreement shall be considered an integral part of the Agreement and, unless otherwise provided, all references to the Agreement shall be considered to refer also to the annex.

Article 2

1. The Contracting Parties grant each other the rights specified in the annex to this Agreement for the purpose of establishing the scheduled international air services defined in that annex, which cross or serve their respective territories.

2. The designated airlines shall take account of their mutual interests on common routes so as not to affect unduly their respective services.

¹ Came into force provisionally on 2 May 1960, the date of signature, in accordance with the provisions of article 15. The exchange of the instruments of ratification took place at Bucharest on 24 September 1963.

3. The agreed services shall have as their primary purpose the provision of capacity adequate to the traffic demand between the country to which the designated airline belongs and the country of destination.

4. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services between the territories of the Contracting Parties.

5. The right to pick up and set down in the territory of a Contracting Party international traffic destined for or originating in third countries shall be exercised according to the general principles of orderly development of international air communications in such a way that the capacity shall be adapted :

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

(b) To traffic requirements in the areas traversed, account being taken of local and regional services ;

(c) To the requirements of economic operation of the agreed services.

Article 3

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline for the operation of the agreed services on the specified routes.

2. Upon receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, grant the appropriate operating permit.

3. The aeronautical authorities of one Contracting Party, before granting the permit provided for in paragraph 2 above, may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by those authorities to the operation of international air services.

4. Each Contracting Party shall have the right to withhold the operating permit referred to in paragraph 2 of this article, or to impose such conditions as may appear to it to be necessary for the exercise by an airline of the rights specified in the annex to this Agreement whenever the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline, or in nationals or bodies corporate of that Contracting Party.

At any time after an airline has been designated and authorized in accordance with the preceding provisions, it may commence operation of the agreed services in accordance with the provisions of this Agreement.

Article 4

1. Each Contracting Party reserves the right to revoke an operating permit or suspend the exercise, by an airline designated by the other Contracting Party, of the rights specified in the annex to this Agreement, or to impose such conditions as it may deem on the exercise of these rights :

(a) In any case where it is no longer satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline, or in nationals or bodies corporate of that Contracting Party ;

(b) In the case of failure by the said airline to comply with the laws and regulations of the Contracting Party which granted the privileges ;

(c) In case the said airline fails in any way to operate in accordance with the conditions prescribed in the present Agreement and its annex.

2. Unless revocation, suspension or immediate imposition of conditions are necessary in order to prevent further infringements of the laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article 5

1. Each Contracting Party shall ensure that its designated airline communicates to the aeronautical authorities of the other Contracting Party, for their approval, one month in advance, complete flight schedules, specifying frequency, types of aircraft to be used and any other such information concerning the operation of the agreed air services.

The said airlines shall communicate any alteration in the above information with, in principle, the same amount of notice.

2. The airline designated by each Contracting Party shall provide the aeronautical authorities of the other Contracting Party, at their request, with all information needed to determine the traffic pertaining to the agreed services.

Article 6

1. The tariffs to be applied by the airline of each Contracting Party for carriage to or from the territory of the other Contracting Party, shall be fixed at reasonable rates, due account being taken of all relevant factors, including operating costs, normal profit, and the tariffs of other airlines.

2. The tariffs mentioned in paragraph 1 of this article shall be fixed by agreement between the airlines designated by the Contracting Parties and shall be determined, as far as possible, in accordance with the rate-fixing procedure established by the International Air Transport Association (IATA).

If the designated airlines are unable to reach agreement on any of these tariffs, the aeronautical authorities of the Contracting Parties shall endeavour to agree on a tariff.

3. The tariffs agreed upon by the designated airlines shall be submitted by them to their respective aeronautical authorities for approval, at least thirty days before the date on which they are to enter into force ; in special cases, this time limit may be reduced, subject to the approval of the said authorities.

4. The aeronautical authorities shall communicate directly to each other their approval or rejection, as the case may be, of the proposed tariffs, as soon as possible and, if possible, at least fifteen (15) days before the date on which the tariffs are to enter into force. In the event of disagreement, the matter shall be settled in accordance with article 13, paragraph 2.

Article 7

Fees and other charges for the use of airports and of airport installations and technical facilities in the territory of either Contracting Party shall be levied in accordance with the official rates and tariffs uniformly established under the laws and regulations of that Contracting Party.

Article 8

1. Aircraft making flights in accordance with the annex to this Agreement, and fuel, lubricating oils, spare parts, regular equipment and stores present on board such aircraft shall, upon arrival in or departure from the territory of the other Contracting Party, be exempt from import and export duties and other duties and charges, even though the above-mentioned supplies are used or consumed in flight over that territory. The foregoing shall not apply however, if the supplies are transferred in the territory of the other Contracting Party, to third parties.

2. Fuel and lubricating oils required to supply aircraft of the airlines designated by either Contracting Party shall, on delivery in the territory of the other Contracting Party, be exempt from customs duties and other national and local duties and charges.

3. Fuel, lubricating oils, spare parts, tools, regular equipment and aircraft stores on board introduced into and/or stored in the territory of either Contracting Party and intended for consumption and use by aircraft of the airline of the other Contracting Party for the purpose of the flights provided for in the annex to this Agreement shall, on import into or export from the territory of the first Contracting Party, be exempt from import and export duties and other duties and charges but may not be transferred, in that territory, to third parties.

The above-mentioned spare parts, tools, regular equipment and aircraft stores shall be used only within the limited area of the airport concerned for servicing of or supply to aircraft, passengers and cargo. However, in case of forced landing or landing at an alternate aerodrome, the above-mentioned supplies may be transported to wherever the aircraft is situated.

4. The materials and supplies mentioned in this article shall, while in the territory of the other Contracting Party, be kept under customs supervision.

Article 9

Aircraft of the designated airlines shall, on flights over the territory of the other Contracting Party, bear the nationality and registration marks of their country prescribed for international air navigation and carry certificates of registration, certificates of airworthiness and a licence for the aircraft radio station. Moreover, the competent agencies of each Contracting Party shall prescribe such additional aircraft documents as the aircraft of the other Contracting Party operated in international traffic shall be required to carry, and shall notify the competent authorities of that Party thereof. Pilots in command of aircraft and other members of the crew shall be in possession of the prescribed certificates of competency and licences.

Article 10

For the purpose of operating the air services specified in the annex to this Agreement, each Contracting Party shall recognize as valid certificates of competency, licences and certificates of airworthiness issued or rendered valid by the other Contracting Party.

However, each Contracting Party reserves the right to refuse to recognize as valid, for flight over its own territory, certificates of competency and licences issued to one of its nationals by another State.

Article 11

1. The laws and regulations of each Contracting Party relating to the admission to, stay in, and departure from its territory of aircraft engaged in international air navigation or to the operation, navigation and piloting of such aircraft within its territory shall also apply to aircraft of the airline designated by the other Contracting Party.

The regulations and procedures relating to the safety and conduct of flights which are applied by one of the Contracting Parties to aircraft of the other Party, shall be the same as those it applies uniformly to its own aircraft and in general to international air services and shall not depart substantially from the principles of international conventions in force.

2. Passengers, crews and consignors of cargo, and third parties acting in the name of and on behalf of the consignors, shall be required to comply with the laws and regulations in force in the territory of each Contracting Party relating to the admission, stay and departure of passengers, crews and cargo. The foregoing shall apply in particular to regulations relating to import, export, immigration, customs and exchange formalities and health measures.

Article 12

In the event of a forced landing by, damage to or a disaster involving an aircraft of one Contracting Party in the territory of the other Contracting Party, the Party in whose territory the above-mentioned accident occurred shall immediately notify the other Contracting Party thereof, take the necessary action to investigate the causes of the accident and, at the request of the other Contracting Party, grant representatives of that Party free access to its territory for the purpose of attending as observers the inquiry into the accident. It shall also take immediate action to assist the crew and passengers injured in the accident and to ensure protection of the mail, baggage and cargo on board the aircraft. The Party conducting the inquiry shall report the findings thereof to the other Contracting Party and, if the other Contracting Party so desires, hand over to it copies of all material relating to the inquiry.

Article 13

1. In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time in order to satisfy themselves that the principles laid down in this Agreement and its annex are being applied and observed in a satisfactory manner.

2. Any dispute relating to the interpretation or application of this Agreement or its annex shall be settled by direct negotiation between the aeronautical authorities of the two Contracting Parties. If the said authorities fail to reach agreement, the dispute shall be settled through the diplomatic channel.

Article 14

1. If either of the Contracting Parties considers it desirable to modify any of the provisions of this Agreement, it may request consultation with the other Contracting Party; such consultation, which may take place orally or by correspondence, shall begin within a period of sixty (60) days from the date of the request.

2. The provisions of the annex to this Agreement may be modified by direct agreement between the competent aeronautical authorities of the Contracting Parties.

3. Any modifications thus agreed upon shall take effect after they have been confirmed by an exchange of diplomatic notes.

Article 15

This Agreement shall be applied provisionally from the date of signature.

It shall be ratified according to the constitutional rules of each Contracting Party and the instruments of ratification shall be exchanged at Bucharest.

This Agreement may be denounced by either Contracting Party and shall terminate six months after the date on which notice of such denunciation is received by the other Contracting Party.

Article 16

This Agreement shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the Charter.

IN WITNESS WHEREOF the undersigned plenipotentiaries, having been duly authorized for the purpose, have signed this Agreement.

DONE at Athens, on 2 May 1960, in duplicate in the French language.

For the Royal Government
of Greece :

Georges DOUCAS

For the Government
of the Romanian People's Republic :

ION DRÎNCEANU

A N N E X

Article 1

1. The airline designated by each Contracting Party shall enjoy :

(i) The right to set down, in the territory of the other Contracting Party, passengers, cargo and mail originating in the territory of the Contracting Party of which the airline possesses the nationality ;

(ii) The right to pick up, in the territory of the other Contracting Party, the passengers, cargo and mail destined for the territory of the Contracting Party of which the airline possesses the nationality ; and

(iii) The right to set down and pick up in the territory of the other Contracting Party passengers, cargo and mail originating in or destined for points on the agreed services which are situated between the territories of the Contracting Parties.

2. In no case shall the airline designated by either Contracting Party have the right to operate, for remuneration, flights between points situated in the territory of the other Contracting Party (cabotage).

3. The carriage of mail on the agreed services by the designated airlines shall be performed in accordance with the provisions of the Universal Postal Convention¹ which are in force.

Article 2

1. The airline designated by the Government of the Kingdom of Greece is granted the right to operate the following air services, in accordance with the provisions of this Agreement and its annex :

Athens–intermediate points–Bucharest, in both directions.

2. The airline designated by the Romanian People's Republic is granted the right to operate the following air services, in accordance with the provision of this Agreement and its annex :

Bucharest–intermediate points–Athens, in both directions.

3. The designated airlines may omit a landing at an intermediate point or points on the agreed services, provided that the point of departure is in the territory of the Contracting Party which designated the airline.

Article 3

Special authorization shall be required for the operation by the designated airlines of non-scheduled flights.

Article 4

1. The handling and servicing of aircraft and passengers of the airline designated by one Contracting Party, in the territory of the other Contracting Party, shall be entrusted to and carried out by the airline designated by the second Contracting Party.

2. General representation and agency functions for each of the designated airlines in the territory of the other Contracting Party shall be entrusted to specialized undertakings having the nationality of the second Contracting Party.

¹ United Nations, *Treaty Series*, Vol. 364, p. 3 ; Vol. 391, p. 322, and Vol. 404, p. 380.