

No. 7275

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**GREECE  
and  
AUSTRIA**

**Agreement (with annex) on commercial scheduled air  
transport. Signed at Vienna, on 15 January 1962**

*Official text: English.*

*Registered by the International Civil Aviation Organization on 8 June 1964.*

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**GRÈCE  
et  
AUTRICHE**

**Accord (avec annexe) relatif aux services aériens commer-  
ciaux réguliers. Signé à Vienne, le 15 janvier 1962**

*Texte officiel anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.*

No. 7275. AGREEMENT<sup>1</sup> BETWEEN THE ROYAL HELLENIC GOVERNMENT AND THE AUSTRIAN FEDERAL GOVERNMENT ON COMMERCIAL SCHEDULED AIR TRANSPORT. SIGNED AT VIENNA, ON 15 JANUARY 1962

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The Royal Hellenic Government and the Austrian Federal Government, hereinafter called in the present Agreement the Contracting Parties, both having ratified the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December 1944,<sup>2</sup> hereinafter referred to in the present Agreement as the "Convention" and desiring to make arrangements for commercial scheduled air transport between their respective territories and beyond, have agreed on the following :

*Article 1*

DEFINITIONS

1. For the purpose of the present Agreement and the Annex thereto the following terms have the following meaning, unless otherwise stated in the text :

- (a) "Aeronautical Authorities" means in the case of the Royal Hellenic Government the Civil Aviation Administration of the Ministry of Communications and Public Works and in the case of the Austrian Federal Government the Federal Ministry of Communications and of Electric Power Development or in both cases any other authority empowered to perform the functions presently exercised by the said Authorities.
- (b) "Designated airline" means the airline that one of the Contracting Parties shall have designated in writing to the other Contracting Party in accordance with Article 3 of this Agreement as the airline which is to operate the international air services on the routes specified in the Annex to the present Agreement.

2. "Territory", "air services", "international air services" and "stop for non-traffic purposes" shall have, in the application of the present Agreement, the meaning specified in Articles 2 and 96 of the Convention.

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<sup>1</sup> Came into force on 15 January 1962, upon signature, in accordance with article 18 (1).

<sup>2</sup> 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. 420 ; Vol. 199, p. 362 ; Vol. 252, p. 410 ; Vol. 324, p. 340 ; Vol. 355, p. 418 ; Vol. 409, p. 370, and Vol. 472, p. 404.

*Article 2*

## TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in the Annex to this Agreement.

Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

The airline designated by each Contracting Party shall enjoy while operating an agreed service on a specified route, the following rights :

- (a) to fly, without landing, over the territory of the other Contracting Party ;
- (b) to make stops in the said territory for non-traffic purposes ;
- (c) to make stops in the said territory at the points specified for that route in the Annex to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

2. Nothing in paragraph (1) of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking 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 the other Contracting Party.

*Article 3*

## NECESSARY AUTHORIZATIONS

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

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (4) and (5) of this Article, without delay, grant to the designated airline the appropriate operating authorization.

3. Each Contracting Party shall have the right, by written notification to the other Contracting Party, to withdraw the designation of an airline and to designate another airline.

4. 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 fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

5. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

6. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article (9) of the present Agreement is in force in respect of that service.

#### *Article 4*

##### CAPACITY REGULATIONS

1. There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate on any route specified in the Annex to the present Agreement.

2. In the operation of international air services on the routes specified in the Annex to the present Agreement, the designated airline of one Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the air services which the latter airline provides on the same routes or parts of them.

3. The capacity offered by the designated airlines shall be adapted to the traffic requirements on the routes specified.

The designated airline of each Contracting Party shall have as its primary objective to provide adequate capacity permitting, to cover at a reasonable load factor the current or reasonably expected traffic requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the country of ultimate destination of the traffic.

The right of carrying passengers, cargo and mail taken up or set down in third countries shall be exercised in accordance with the general principle that capacity shall be related to :

- (a) the traffic requirements to and from the territory of the Contracting Party designating the airline ;
- (b) the traffic requirements existing in the areas through which the airline passes, taking into account local and regional services ;
- (c) the requirements of an economical operation of through services.

*Article 5*

## APPROVAL OF SCHEDULES AND TYPES OF AIRCRAFT

The designated airline of each Contracting Party shall communicate for approval to the Aeronautical Authorities of the other Contracting Party not later than thirty days prior to the inauguration of services on the routes specified in the Annex to the present Agreement, the flight schedules and the types of aircraft to be used. This shall likewise apply to later changes.

*Article 6*

## REVOCATION AND SUSPENSION

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 the present 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) 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 such Contracting Party, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

*Article 7*

## EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants and the aircraft stores including food, beverages and tobacco on board such aircraft, shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies shall remain on board the aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties and taxes with the exception of charges corresponding to the service performed :

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the Authorities of said Contracting Party, and for use on board aircraft engaged on a specified route of the other Contracting Party ;
- (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on a specified route by the designated airline of the other Contracting Party ;
- (c) fuel and lubricants destined to supply aircraft operated on a specified route by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

#### *Article 8*

##### DIRECT TRANSIT TRAFFIC

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

#### *Article 9*

##### TRANSPORT TARIFFS

1. The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit, and the tariffs of other airlines on 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, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

3. The tariffs so agreed shall be submitted for approval to the Aeronautical Authorities of the Contracting Parties at least thirty days before the proposed date of their introduction ; in special cases, this time limit may be reduced, subject to the agreement of the said authorities.
4. Subject to the provisions of paragraph (3) of this Article, no tariff shall come into force if the Aeronautical Authorities of either Contracting Party have not approved it.
5. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.
6. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this Article, or if during the first fifteen days of the thirty days' period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the Aeronautical Authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.
7. If the Aeronautical Authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article and on the determination of any tariff under paragraph (6), the dispute shall be settled in accordance with the provisions of Article 15 of the present Agreement.

#### *Article 10*

##### AIRPORT AND SIMILAR CHARGES

The charges imposed by either Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party shall not be higher than those paid by its national aircraft operating international services.

#### *Article 11*

##### STATISTICS

The Aeronautical Authorities of one Contracting Party shall furnish the Aeronautical Authorities of the other Contracting Party, at their request, with all periodic statistical data of the designated airline, as may be reasonably required for the purpose of reviewing the capacity provided by the designated airline of the first Contracting Party on the routes specified in the Annex to the present Agreement. Such data shall include all information required to determine the amount of traffic and the origin and destination of such traffic.

*Article 12*

## CONSULTATIONS

In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto.

*Article 13*

## MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the other Contracting Party. Such consultation, which may be between Aeronautical Authorities and which may be through discussion or by correspondence, shall begin within a period of sixty days from the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.
2. Modifications to the Annex of this Agreement may be made by direct agreement between the competent Aeronautical Authorities of the Contracting Parties and shall come into force upon exchange of notes through diplomatic channels.

*Article 14*

## ADAPTATION TO MULTILATERAL CONVENTIONS

The present Agreement and the Annex to this Agreement will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

*Article 15*

## SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour 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 decision to some person or body or the dispute may at the request of either Contracting Party be submitted for decision to a Tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated arbitrators. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be

appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral body.

3. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

4. The expenses of the arbitration will be equally shared between the Contracting Parties.

#### *Article 16*

##### TERMINATION

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement ; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the 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, this notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

#### *Article 17*

##### REGISTRATION

The present Agreement, any amendment to it and any exchange of notes under this Agreement shall be communicated to the Civil Aviation Organization for registration.

#### *Article 18*

##### COMING INTO FORCE

1. The present Agreement shall come into force on the date of its signature.
2. The Royal Hellenic Government shall in due course advise the Austrian Federal Government of the ratification of the present Agreement by the Hellenic Parliament and the Austrian Federal Government shall consider the Agreement as definitive as of the date of receipt of such advice.

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

DONE in duplicate in the English language, at Vienna this 15th day of January nineteen sixty two.

For the Royal Hellenic  
Government :

G. A. CHRISTODOULOU

For the Austrian Federal  
Government :

B. KREISKY

A N N E X

A) The airline designated by the Royal Hellenic Government shall be entitled to operate air services in both directions on routes as specified hereafter :

- 1) Points in Greece – via one or two optional intermediate points to Vienna and/or Salzburg.
- 2) Points in Greece – via one or two optional intermediate points to Vienna and beyond.

B) The airline designated by the Austrian Federal Government shall be entitled to operate air services in both directions on routes as specified hereafter :

- 1) Points in Austria – via one or two optional intermediate points to Athens and/or Thessaloniki.
- 2) Points in Austria – via one or two optional intermediate points to Athens and beyond.

The intermediate points and points beyond shall be determined at a later date by common agreement of the Aeronautical Authorities of the Contracting Parties.