

**No. 7258**

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**GREECE  
and  
ITALY**

**Agreement (with annex) relating to air services. Signed  
at Rome, on 26 May 1956**

*Official text: French.*

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

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**GRÈCE  
et  
ITALIE**

**Accord (avec annexe) relatif aux services aériens. Signé à  
Rome, le 26 mai 1956**

*Texte officiel français.*

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

[TRANSLATION — TRADUCTION]

No. 7258. AGREEMENT<sup>1</sup> BETWEEN GREECE AND ITALY  
RELATING TO AIR SERVICES. SIGNED AT ROME,  
ON 26 MAY 1956

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The Greek Government and the Italian Government, considering :

That the possibilities of commercial aviation as a means of transport have increased considerably ;

That it is desirable to organize regular air communications in a safe and orderly manner and to develop as much as possible international co-operation in this field ;

That it is therefore necessary to conclude an agreement between Greece and Italy regulating scheduled air services;

Have appointed their plenipotentiaries who, being duly authorized for that purpose, have agreed as follows.

*Article 1*

For the purposes of this Agreement and its annex,<sup>2</sup> unless the text otherwise provides :

(a) The expression "aeronautical authority" means, in the case of Greece, "the Ministry of Communications and Public Works, Civil Aviation Service" or any person or body authorized to perform the functions at present exercised by that authority ; and in the case of Italy, "the Ministry of Defence-Aviation, General Directorate of Civil Aviation and Air Traffic" or any person or body authorized to perform the functions at present exercised by that authority.

(b) The expression "designated airline" means any airline which the aeronautical authority of one Contracting Party has notified, in writing, to the aeronautical authority of the other Contracting Party as being the airline designated by it under articles 2 and 3 of this Agreement for the operation of the air services mentioned in such notification.

(c) The term "territory" shall have the meaning given to it in article 2 of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944.<sup>3</sup>

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<sup>1</sup> Came into force on 1 April 1961, the date on which notice of ratification was given by an exchange of notes, in accordance with the provisions of article 14 (a).

<sup>2</sup> See p. 315 of this volume.

<sup>3</sup> See footnote 1, p. 226 of this volume.

(d) Account shall be taken of the definitions given in article 96 of the said Convention.

#### Article 2

(a) The Contracting Parties grant each other in time of peace the rights specified in the annex for the purpose of establishing the scheduled international air services described therein to or through their respective territories.

(b) Each Contracting Party shall designate one or more airlines to operate the agreed services and shall decide on the date of inauguration of those services, subject to issuance of the permit referred to in article 3 below.

#### Article 3

(a) Subject to the provisions of articles 5 and 9 hereunder, the necessary operating permit shall be issued to the designated airline of each Contracting Party.

(b) The aeronautical authorities of one of the Contracting Parties, before granting the operating permit to the airlines designated by the other Contracting Party, may require the said airlines to satisfy them that they are able to fulfil the conditions prescribed by the laws, decrees and regulations normally applied to the operation of scheduled air services, provided that those laws, decrees and regulations do not conflict with the provisions of the Chicago Convention or of this Agreement.

#### Article 4

(a) The transport capacity provided by the designated airlines shall be adapted to the traffic demand.

(b) In the operation of common routes, the designated airlines shall take into account their mutual interests so as not to affect unduly their respective services.

(c) The agreed services shall have as their primary object the provision of capacity adequate to meet the traffic demand between the country of the airline and the countries of destination.

(d) The designated airlines shall enjoy fair and equal opportunity to operate the agreed services between the territories of the Contracting Parties.

(e) The right to pick up or set down in the territory of either Contracting Party, at the points specified in the schedules in the annex, international traffic destined for or coming from third countries shall be exercised in accordance with the general principles of orderly development to which the Greek and Italian Governments subscribe and in such a manner that the capacity shall be related to :

1. The traffic demand between the country of origin and the countries of destination ;
2. The traffic demand of the areas traversed, local and regional services being taken into account ;
3. The requirements of economic operation of the agreed services.

#### *Article 5*

The aeronautical authorities of each Contracting Party shall, one month in advance, communicate to the aeronautical authorities of the other Contracting Party, for their approval, complete timetables of the services, indicating the frequency of operation.

The said authorities shall communicate to each other any alteration of the above particulars, in principle with the same notice.

#### *Article 6*

(a) The tariffs to be fixed for the carriage of passengers and cargo on all the specified services shall be the tariffs of IATA provided that the airlines designated by the Contracting Parties are members of the said Association.

(b) If the airlines of one Contracting Party are not members of IATA, the said tariffs shall be fixed by agreement between the airlines concerned and shall be subject to approval by the aeronautical authorities of the Contracting Parties.

(c) If a dispute arises between the designated airlines concerned, or if the aeronautical authorities do not approve the tariffs fixed in accordance with the provisions of the preceding paragraph, the Contracting Parties shall endeavour to reach an agreement and, if they fail to do so, the dispute shall be settled in accordance with article 11 of this Agreement.

In the interim, the tariffs in force shall be applied.

#### *Article 7*

(a) For the use of airports and other services provided by one Contracting Party the designated airline of the other Contracting Party shall not be required to pay charges exceeding those payable by national aircraft engaged in scheduled international services.

(b) Aircraft used by the designated airline of one Contracting Party in the operation of the agreed scheduled services 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 all duties and charges, including customs duties and inspection fees, even though such supplies be used or consumed on flights over that territory. Supplies exempted under this provision may not be unloaded without the consent of the customs authority of the other Contracting Party and, if

they are unloaded, they shall be kept under supervision until they are required either for use by the said aircraft of the designated airline or for re-export.

(c) Fuel, lubricating oils, spare parts and regular aircraft equipment introduced into the territory of one Contracting Party or taken on board aircraft of the designated airline of the other Contracting Party while within the said territory, solely for use by aircraft of the said airline in operating the agreed scheduled services, shall be exempt from customs duties, inspection fees or other similar charges, subject to compliance with the customs regulations of the respective Contracting Parties.

#### *Article 8*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be recognized 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 above its territory, certificates of competency and licences issued to or rendered valid for its own nationals by the other Contracting Party or by a third State.

#### *Article 9*

(a) The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft above its territory shall apply to the designated airlines of the other Contracting Party.

(b) The laws and regulations of one Contracting Party governing admission to, stay in and departure from its territory of passengers, crews, mail or cargo, such as those relating to immigration, passports, customs, quarantine and currency, shall apply to passengers, crew, mail or cargo carried by aircraft of the designated airline of the other Contracting Party.

#### *Article 10*

(a) Each Contracting Party reserves the right to withhold from an airline designated by the other Contracting Party the permit to exercise the rights specified in this Agreement and its annex, or to suspend or revoke such permit, in any case where it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party or in case of failure by the airline to comply with the laws and regulations mentioned in article 9 of this Agreement.

(b) Each Contracting Party reserves the right to suspend the exercise by a designated airline of the rights specified in article 1 of the annex hereto or to impose such conditions as it may deem necessary on the exercise of those rights by the said airline, in the following cases :

1. Whenever the airline fails to comply with the laws, decrees and regulations of the Contracting Party granting those rights.
2. Whenever the airline fails to operate in accordance with the conditions prescribed in this Agreement and its annex.

(c) However, the Contracting Party which intends to exercise the rights specified in the preceding paragraphs shall not take this action before having notified the other Contracting Party, and unless negotiations between the competent authorities of the Contracting Parties fail to produce an agreement on the matter within a period of thirty days from the date of such notification.

#### Article 11

(a) In so far as it is not otherwise provided for in this Agreement or its annex, any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its annex which cannot be settled through consultations shall be submitted to an arbitral tribunal composed of three members ; each Contracting Party shall appoint one member and the third shall be appointed by agreement between the first two members on condition that this third arbitrator shall not be a national of either of the Contracting Parties.

(b) Each Contracting Party shall appoint its arbitrator within a period of two months from the date on which a diplomatic note requesting arbitration of a dispute is delivered by one of the Contracting Parties to the other ; the third arbitrator shall be appointed by agreement within a period of one month after expiry of the said period of two months. If it is impossible to reach an agreement regarding the appointment of the third arbitrator, the arbitrator whose name appears first in alphabetical order on the list of arbitrators maintained at the International Civil Aviation Organization shall be appointed as the third arbitrator, provided he is not a national of one of the Contracting Parties.

(c) The Contracting Parties undertake to comply with any decision (including any interim proposal) given under paragraphs (a) and (b) of this article.

(d) If one of the Contracting Parties or the airline designated by one of the Contracting Parties fails to comply with a decision given under paragraphs (a) and (b) of this Agreement, the other Contracting Party may limit, suspend or revoke all the rights granted by it under this Agreement.

*Article 12*

This Agreement, its annex and any amendments thereto shall be registered with the International Civil Aviation Organization set up by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

*Article 13*

(a) In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time with a view to ensuring that the principles laid down in this Agreement and its annex are being applied and that the purposes of the Agreement and its annex are being achieved satisfactorily.

(b) To that end, the Contracting Parties agree to set up a Joint Commission responsible for maintaining effective and continuous co-operation between the aeronautical authorities of the two Contracting Parties.

(c) The aeronautical authorities of the Contracting Parties shall regularly exchange traffic statistics relating to the agreed services.

*Article 14*

(a) This Agreement shall enter into force on the date when the Parties notify each other of its ratification by an exchange of notes.

(b) This Agreement and its annex shall be brought into harmony with any multilateral convention to which both Contracting Parties have acceded.

(c) Modification of the annex may be agreed between the aeronautical authorities of the Contracting Parties.

(d) Each Contracting Party may at any time give notice to the other Party of its intention to terminate this Agreement. Such notice shall be communicated at the same time to the International Civil Aviation Organization. In that case the expiry of this Agreement shall take effect twelve months after the end of the month during which the notice is given, unless that notice is cancelled, by mutual agreement, before the expiry of such period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the date of receipt of the notice by ICAO.

DONE at Rome on 26 May 1956 in duplicate, in the French language.

For the Greek Government :  
Stavros VASSILIADES

For the Italian Government :  
Giovanni DE ASTIS

## A N N E X

*Article 1*

1. In the territory of each Contracting Party, the designated airlines of the other Contracting Party shall enjoy the right of transit and the right to make stops for non-traffic purposes and shall be entitled to use the airports and other facilities provided for international traffic ; they shall also enjoy, at the points specified in the schedules hereunder, the right to pick up and the right to set down international traffic passengers, mail and cargo on the conditions set out in the Agreement.

2. In any case the airlines designated by each Contracting Party shall not have the right to operate flights for remuneration between points in the territory of the other Contracting Party (cabotage).

*Article 2*

The airlines designated by the Greek Government are granted the right to operate the following air services, in accordance with the provisions of this Agreement and annex :

Athens – Milan  
Athens – Rome  
Corfu – Brindisi

2. The airlines designated by the Italian Government are granted the right to operate the following air services in accordance with the provisions of this Agreement and annex :

Milan – Athens  
Rome – Athens  
Naples – Athens