

No. 7750

**GREECE
and
HUNGARY**

Agreement on civil aviation (with annex and Understanding). Signed at Athens, on 27 April 1963

Official text: English.

Registered by Greece on 10 May 1965.

**GRÈCE
et
HONGRIE**

Accord relatif à l'aviation civile (avec annexe et Procès-verbal d'accord). Signé à Athènes, le 27 avril 1963

Texte officiel anglais.

Enregistré par la Grèce le 10 mai 1965.

No. 7750. AGREEMENT¹ BETWEEN THE ROYAL HELLENIC GOVERNMENT AND THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC ON CIVIL AVIATION. SIGNED AT ATHENS, ON 27 APRIL 1963

The Royal Hellenic Government and the Government of the Hungarian People's Republic described below at the Contracting Parties, desirous of establishing regulations concerning their mutual relations in the field of civil aviation and of encouraging the development of regular commercial air transport between their two countries, have agreed as follows :

Article I

1. For the purpose of this Agreement, the following terms shall mean :

(a) " Aeronautical Authorities " :

i) In the case of the Royal Hellenic Government :

The Chief of Civil Aviation of the Ministry of Communications for the time being, or any person or body authorized by the Royal Hellenic Government to perform any functions presently exercised by the said Chief or similar functions.

ii) In the case of the Hungarian Government :

The Director General of the Board of Civil Aviation of the Ministry of Communications and Posts for the time being, or any person or body authorized by the Government of the Hungarian People's Republic to perform any functions presently exercised by the said Director General or similar functions.

(b) " Territory " : The land areas, territorial waters adjacent thereto, and the airspace above, under the sovereignty of either Contracting Party.

(c) " International Air Service " : Any air service performed by aircraft for the public transport of passengers, mail or cargo and passing through the airspace over the territory of more than one state.

(d) " Designated Airline " : The Air Transport enterprise which either Contracting Party has notified in writing to the other Contracting Party as the airline to operate the agreed air services, and perform the rights granted by the other Contracting Party, in accordance with this Agreement.

¹ Came into force provisionally on 27 April 1963, the date of signature, in accordance with article XV (1).

(e) "Specified Routes": Air routes specified in the Annex to this Agreement.

2. The Annex¹ to this Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include reference to the Annex, except otherwise expressly provided.

Article II

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

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

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

4. There shall be fair and equal opportunity for the designated airlines to operate on the agreed services between the territories of the Contracting Parties.

5. The right to take on and put down in the territory of one Contracting Party, international traffic destined for or coming from third countries, shall be exercised in accordance with general principles of orderly development of the international air transport and in such a way that capacity be related to :

(a) the traffic demand between the country of origin and the countries of destination,

(b) the traffic demand of the area through which the air services pass, taking into consideration the local and regional services,

(c) the requirements of an economical operation of the agreed services.

Article III

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 (3) and (4) of this article, grant without delay to the designated airline the appropriate operating authorizations.

¹See p. 18 of this volume.

3. The aeronautical authorities of one Contracting Party before granting the authorization referred to in paragraph (2) of this article may require the airline designated by the other Contracting Party to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

4. 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 the Annex hereto, in any case where the said Contracting Party has not the proof that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in physical or legal persons of this Contracting Party.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in accordance with the provisions of the present Agreement.

Article IV

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in the Annex to 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 has not the proof that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in physical or legal persons 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 and the Annex thereto.

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

Article V

1. Each Contracting Party shall cause its designated airline to submit to the aeronautical authorities of the other Party, for approval, one month in advance, the complete timetable of the services specifying the frequencies and aircraft type to be used as well as any other relevant information concerning the operation

of the agreed air services. The airlines in question shall communicate any modification of the above mentioned data, in principle with a same prior notification.

2. The designated airline of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, on request, any necessary data for the determination of the traffic related to the agreed services.

Article VI

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.

2. The tariffs referred to in paragraph (1) of this article shall be agreed by the designated airlines concerned of both Contracting Parties. If the designated airlines cannot agree on any of these tariffs, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

3. The tariffs agreed between the designated airlines shall be submitted by them for approval to their National aeronautical authorities at least thirty (30) 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. The aeronautical authorities of either Contracting Party shall communicate directly to the aeronautical authorities of the other Contracting Party their approval or any eventual disapproval of the proposed tariffs as much in advance as practicable and, if possible, at least fifteen (15) days before the proposed date of introduction of such tariffs. Any eventual disagreement thereon shall be settled in accordance with the provisions of article XII para. 2.

Article VII

Taxes and other charges for the use of airports, their installations and technical equipment on the territory of one Contracting Party, shall be levied in accordance with the official level of tariffs established by the laws and regulations of this Contracting Party.

Article VIII

1. Aircraft operated on services prescribed in the Annex to this Agreement as well as fuel and lubricants, spare parts, regular equipment and stores on board such aircraft shall be exempt from import and export duties and other duties and taxes on arriving in and departing from the territory of the other Contracting Party, even when the above mentioned supplies are used or consumed during the

above flight over the said territory excepting however the cases in which such supplies would be transferred to third persons on the territory of the other Contracting Party.

2. Fuel and lubricants necessary to supply the aircraft of the designated airline of either Contracting Party, taken on board in the territory of the other Contracting Party, shall be exempt from customs duties and other national and local taxes.

3. Fuel and lubricants, spare parts, tools, regular equipment and aircraft provisions introduced into and/or deposited on the territory of one Contracting Party for consumption and use by the aircraft of the airline of the other Contracting Party with a view to ensuring the performance of flights prescribed in the Annex to the present Agreement shall be exempt from import and export duties and other duties and taxes on arriving in or departing from the territory of the other Contracting Party, their transfer, however, to third parties, on this territory not being permitted. The above mentioned spare parts, tools, regular equipment and provisions shall be used within the limited area of the airport concerned, for the handling of aircraft, passengers and cargo. However, in the case of a forced landing or landing on an alternate aerodrome the above-mentioned supplies shall be transferred to the point in which the aircraft is.

4. The supplies and objects mentioned in the present article while being on the territory of the other Contracting Party shall be kept under customs supervision.

Article IX

1. Every aircraft used by the designated airlines and engaged on the agreed services shall bear its appropriate nationality and registration marks, and shall carry the following documents :

- (a) its certificate or registration ;
- (b) its certificate of airworthiness ;
- (c) the appropriate licences or certificates for each member of the crew ;
- (d) its journey log book or any other document which replaces it ;
- (e) the aircraft radio station licence ;
- (f) the passenger list ;
- (g) if it carries cargo, a manifest and detailed declaration of the cargo ;

- (h) if it carries special categories of cargo, the necessary permits for this purpose.

2. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party, each Contracting Party reserves the right to

refuse to recognize, for the purpose of flights above its own territory, licences granted by the other Contracting Party to any persons regarded as its nationals under its own national legislation.

Article X

1. The laws and regulations of either Contracting Party relating to the entry into, stay in and departure from its territory of aircraft engaged in international air navigation or in the operation, navigation and conduct of aircraft while in its territory shall equally apply to the aircraft of the designated airline of the other Contracting Party. The regulations and procedures relating to the security and conduct of flights, applicable by the one Contracting Party to the aircraft of the other Party, shall conform with those uniformly applied to its own aircraft and to the international air transport in general, and shall not substantially differ from the principles of international Conventions in force.

2. Passengers, crew and consignors as well as any third person acting in the name and on behalf of consignors, shall have to conform with the laws and regulations governing on the territory of either Contracting Party entry, stay and departure of passengers, crew and cargo. The above shall apply particularly to the prescriptions relating to the import, export, immigration, customs, sanitary and exchange regulations.

Article XI

In the case of a forced landing, damage or crash occurred to an aircraft of one Contracting Party, on the territory of the other Contracting Party, the Party on the territory of which the above mentioned accident took place shall inform immediately the other Contracting Party in this respect and shall take proper actions for an inquiry on the cause of the accident and at the request of the other Contracting Party shall allow the representatives of this Contracting Party free entrance in its territory in order to be present as observers in the inquiry on the accident. It shall equally take immediate measures in order to assist the crew and passengers victims of this accident and it will secure the mail, luggage and the cargo on board this aircraft. The Contracting Party conducting the inquiry shall communicate the results thereof to the other Contracting Party and if this Contracting Party so desires it shall transmit to the latter copy of the whole documentation on the inquiry.

Article XII

1. In a spirit of close cooperation, the aeronautical authorities of both Contracting Parties shall consult each other from time to time in a view to ensuring the implementation and satisfactory fulfillment of the principles set forth in the present Agreement and the Annex thereto.

2. Any dispute relating to the interpretation or application of the present Agreement or its Annex shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties; if said authorities fail to reach an agreement the dispute shall be settled through the diplomatic channels.

Article XIII

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification, if agreed between the Contracting Parties, shall come into effect when confirmed by an exchange of Notes.

2. The Annex to the present Agreement may be modified by agreement between the aeronautical authorities of the Contracting Parties. Modifications thus agreed upon shall come into force at a date mutually established by the aeronautical authorities and shall be confirmed by an exchange of Notes.

Article XIV

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

Article XV

1. The present Agreement shall enter into force provisionally on the date of its signature.

2. It will be ratified according to the constitutional requirements of each Contracting Party and shall come into final effect on the date of the exchange of the instruments of ratification which shall take place in Budapest.

3. The present Agreement can be denounced by either Contracting Party and shall terminate six months after the date of receipt by the other Contracting Party of the notification of this denunciation.

IN WITNESS THEREOF the undersigned Plenipotentiaries, duly authorized to this effect, have signed the present Agreement.

DONE in Athens on the 27th April 1963, in duplicate, in the English language, each copy having the same authenticity.

For the Royal
Hellenic Government :

Georges DOUKAS

For the Government
of the Hungarian People's Republic :

Ferenc MAJOROS

ANNEX

Article I

The airline designated by the Kingdom of Greece shall be entitled to embark and disembark, in international traffic, passengers, cargo and mail on the following routes :

Athens–Budapest and beyond on two routes to be specified later, under an understanding to be reached between the respective aeronautical authorities, on the reciprocity basis, with the frequency specified in article III of this Annex.

Article II

The airline designated by the Hungarian People's Republic shall be entitled to embark and disembark, in international traffic, passengers, cargo and mail on the following routes :

(a) Budapest–Athens–Cairo and/or Khartoum and/or Addis Ababa in both directions, up to two times a week.

(b) Budapest–Athens–Beirut and/or Damascus and/or Baghdad in both directions up to two times a week.

Article III

The designated airline of either Contracting Party, in addition to the rights under article I and II of the present Annex, shall have the right to overfly, without landing, and to land for non-commercial purposes in the territory of the other Contracting Party, with a frequency of services up to two times a week for the overflight without landing, in both directions, and two times a week for the landing without commercial purposes, in both directions. The points of the routes followed by the flights in conformity with the present article will be agreed between the aeronautical authorities.

Article IV

In any case the airline designated by either Contracting Party shall not have the right to perform flights for remuneration between points situated on the territory of the other Contracting Party (Cabotage).

Article V

The transportation of mail by the designated airlines on the agreed services shall be effected according to the provisions of the Universal Postal Convention as it is at each time in force.

Article VI

Non-scheduled services performed by the designated airlines shall be subject to a previous special authorization. Requests for such authorizations shall be submitted

by the interested airline directly to the aeronautical authority of the other Contracting Party at least two (2) full work days ahead of time.

Article VII

Handling and servicing of aircraft and passengers of the airlines designated by either Contracting Party on the territory of the other Contracting Party shall be entrusted to and exercised by the designated airline of the second Contracting Party.

UNDERSTANDING

BETWEEN THE AERONAUTICAL AUTHORITIES OF THE KINGDOM OF GREECE AND THE AERONAUTICAL AUTHORITIES OF THE HUNGARIAN PEOPLE'S REPUBLIC IN PURSUANCE OF ARTICLE III OF THE ANNEX TO THE AGREEMENT ON CIVIL AVIATION SIGNED IN ATHENS ON THE 27TH OF APRIL 1963, REGARDING THE SPECIFICATION OF THE HUNGARIAN ROUTES FOR OVERFLIGHTS AND LANDINGS FOR NON-COMMERCIAL PURPOSES IN THE TERRITORY OF GREECE

1. The airline to be designated by the Hungarian People's Republic will be entitled to operate, under article III of the Annex to the Agreement on Civil Aviation, on the following agreed routes :

(a) *Routes on which the airline designated by the Hungarian People's Republic will enjoy first freedom rights only :*

i. Budapest–Istanbul or Ankara and further to Djakarta, in both directions, via intermediate points of landing to be specified later as provided in article III of the said Annex.

ii. Budapest–Tel Aviv, in both directions.

(b) *Routes on which the airline designated by the Hungarian People's Republic will enjoy second freedom rights only :*

i. Budapest–Athens–Tunis, in both directions as provided in article III of the said Annex.

ii. Budapest–Athens–Libya, in both directions, as provided in article III of the said Annex.

2. The airline to be designated by the Kingdom of Greece will be entitled to operate, under article III of the Annex to the Agreement on Civil Aviation, on respective routes to be specified later as provided by the above mentioned article III.

Athens, the 27th April 1963.

For the Hellenic
Aeronautical Authorities :

Georges DOUKAS

For the Hungarian
Aeronautical Authorities :

Ferenc MAJOROS