

No. 7813

**GREECE
and
POLAND**

Agreement on commercial scheduled air transport (with annex). Signed at Athens, on 21 December 1963

Official text: English.

Registered by Greece on 14 June 1965.

**GRÈCE
et
POLOGNE**

Accord relatif aux transports aériens commerciaux réguliers (avec annexe). Signé à Athènes, le 21 décembre 1963

Texte officiel anglais.

Enregistré par la Grèce le 14 juin 1965.

No. 7813. AGREEMENT¹ BETWEEN THE ROYAL HELLENIC GOVERNMENT AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF POLAND ON COMMERCIAL SCHEDULED AIR TRANSPORT. SIGNED AT ATHENS, ON 21 DECEMBER 1963

The Royal Hellenic Government and the Government of the People's Republic of Poland, hereinafter called in the present Agreement the "Contracting Parties", both being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944² hereinafter referred to in the present Agreement as the "Convention", and desiring to make arrangements for the purpose of establishing commercial scheduled air services between their countries and beyond, have agreed on the following :

Article 1

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 Minister of Communications, and in the case of the Government of the People's Republic of Poland, the Minister of Communications or in both cases, any person or 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.

3. The Annex to the present Agreement will be regarded as an integral part of the Agreement, and any reference to the Agreement will include also reference to the Annex, except otherwise expressly provided.

¹ Provisionally applied as from 21 December 1963, the date of signature, and came into force on 21 December 1964, the date on which the Contracting Parties notified each other that their constitutional requirements for the entry into force of the Agreement had been fulfilled, in accordance with the provisions of article 19.

² United Nations, *Treaty Series*, Vol. 15, p. 295; for subsequent actions relating to this Convention, see references in Cumulative Indexes 1 to 4, as well as Annex B in volumes 409 and 472.

Article 2

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 on the routes specified in the said Annex.

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

Article 3

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

2. On receipt of such notification, 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 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 fulfill 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 the Annex, 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 (10) of the present Agreement is in force in respect of that service.

Article 4

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 of 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

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 including frequencies, the types of aircraft to be used and other relevant information. This shall likewise apply to later changes.

Article 6

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 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

1. The laws and regulations of each Contracting Party relating to the entry into, stay in and departure from its territory of aircraft engaged in international air navigation and relating to the operation, navigation and generally to the conduct of these aircraft while in its territory shall equally apply to the aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations applicable in the territory of each Contracting Party to the entry, stay and departure of passengers, crews, mail and cargo, and in particular regulations regarding passports, customs, currency and sanitary formalities, shall be applicable to passengers, crews, mail and cargo transported by the aircraft of the designated airline of the other Contracting Party.

Article 8

Passengers in direct 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

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 operated on international services of the other Contracting Party;

(b) spare parts and regular equipment entered into the territory of either Contracting Party for the maintenance or repair of aircraft operated on international services by the designated airline of the other Contracting Party;

(c) fuel and lubricants destined to supply aircraft operated on international services 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 paragraphs (1) and (2) 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 operated by the designated airline 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 10

1. The tariffs to be charged by the designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regards 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. 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 the Aeronautical Authorities of one Contracting Party give the Aeronautical Authorities of the other Contracting Party notice of their 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 16 of the present Agreement.

Article 11

Duties 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 rates and tariffs uniformly established by the laws and regulations of this Contracting Party and which are equally applied to all operators on international services.

Article 12

The designated airline of each Contracting Party shall submit, at the demand of the Aeronautical Authorities of the other Contracting Party, all periodic statistical data, as may be reasonably required for the purpose of reviewing the capacity provided 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 13

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 14

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 through discussion or by

correspondence, shall begin within a period of sixty days from the date of the request.

2. Modifications to the Annex of this Agreement may be made by direct agreement between the Aeronautical Authorities of the Contracting Parties.

3. Any modification to the present Agreement or to its Annex pursuant to paragraphs (1) or (2) of this Article shall come into effect when confirmed by an Exchange of Notes between the Contracting Parties.

Article 15

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, to the extent required by such a multilateral convention.

Article 16

If any dispute arises relating to the interpretation or application of the present Agreement and of the Annex thereto, the Aeronautical Authorities of the Contracting Parties shall in the first place endeavour to settle it by negotiation. If their Aeronautical Authorities fail to settle the dispute by such negotiation, it shall be referred to the Contracting Parties.

Article 17

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 before the expiry of this period.

Article 18

The present Agreement shall be registered with the International Civil Aviation Organization.

Article 19

1. The present Agreement shall enter into force as soon as both Contracting Parties have notified each other that their constitutional requirements have been fulfilled.

2. The present Agreement shall be provisionally applied from the date of its signature.

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

DONE in Athens, on the 21st December, 1963, in duplicate, in the English language.

For the Government
of the Kingdom of Greece :

(Signed) Georges DOUKAS

For the Government
of the People's Republic of Poland :

(Signed) Jerzy FALBER

A N N E X

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 :

The routes will be specified later at the request of the Aeronautical Authorities of Greece by agreement with the Polish Aeronautical Authorities and on the basis of reciprocity.

Article II

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

1. Warsaw – Vienna – Belgrade – Athens up to two times a week in both directions.
2. Warsaw – Budapest – Belgrade – Athens up to two times a week in both directions.

The above mentioned services can be extended by the Polish designated airline with fifth freedom rights also to the following points beyond Athens :

- (a) Cairo up to two times a week in both directions.
- (b) Damascus – Baghdad or Basra – Kabul up to two times a week in both directions.

Article III

The designated airline of either Contracting Party may, if it so desires, omit one or more of the points on the specified routes, provided that the point of origin of such a service on specified route lies in the territory of the Contracting Party which has designated the airline.

Article IV

Nothing in the Agreement and in the present Annex 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 that other Contracting Party.

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. Mail shall enjoy absolute priority for transportation over passengers and other cargo.

Article VI

In the case the International Air Services Transit Agreement would cease to be binding as between the two Contracting Parties, the following provisions would apply :

1. 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.

2. The points of the routes followed by the flights in conformity with the present article will be agreed between the Aeronautical Authorities.

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.

Article VIII

Non-scheduled flights performed by the designated airlines shall be subject to a prior authorization. Request for such authorization shall be submitted by the interested airline directly to the Aeronautical Authority of the other Contracting Party at least two full working days before the day they are performed.
