

No. 7919

**GREECE
and
FEDERAL REPUBLIC OF GERMANY**

**Agreement on commercial scheduled air transport (with
exchange of notes). Signed at Bonn, on 7 June 1963**

Official texts: Greek, German and English.

Registered by Greece on 13 September 1965.

**GRÈCE
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord relatif aux transports aériens commerciaux réguliers
(avec échange de notes). Signé à Bonn, le 7 juin 1963**

Textes officiels grec, allemand et anglais.

Enregistré par la Grèce le 13 septembre 1965.

No. 7919. AGREEMENT¹ BETWEEN THE KINGDOM OF GREECE AND THE FEDERAL REPUBLIC OF GERMANY ON COMMERCIAL SCHEDULED AIR TRANSPORT. SIGNED AT BONN, ON 7 JUNE 1963

The Kingdom of Greece and the Federal Republic of Germany
Desiring to make arrangements for the regulation of commercial scheduled air transport between and beyond their respective territories,
Have agreed as follows :

Article 1

For the purposes of the present Agreement, unless otherwise stated in the text :

a) the term "aeronautical authorities" shall mean in the case of the Kingdom of Greece, the Civil Aviation Administration of the Ministry of Communications and in the case of the Federal Republic of Germany, the Federal Minister of Transport or in both cases any other person or agency authorized to perform the functions exercised by the said authorities;

b) the term "designated airline" shall mean the airline that one of the Contracting Parties has designated in writing to the other Contracting Party in accordance with Article 3 of the present Agreement as being the airline which is to operate the international air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement,

c) the terms "territory", "air service", "international air service" and "stop for non-traffic purposes" shall, for the purposes of the present Agreement, have the meaning laid down in Articles 2 and 96 of the Convention of December 7, 1944,² on International Civil Aviation as amended at present or in future.

Article 2

1. Each Contracting Party shall grant to the other Contracting Party for the purpose of operating international air services by the designated airline of

¹ Came into force on 13 August 1965, thirty days after the exchange of the instruments of ratification which took place at Athens on 13 July 1965, in accordance with article 18. During the negotiations preceding the conclusion of the Agreement the parties agreed (as recorded in an exchange of letters dated at Bonn on 14 December 1961) that "the civil aviation authorities on both sides, after signing this Agreement, will proceed according to the actual legislation in such a way as if the Agreement had already come into force".

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.

either Contracting Party over the routes specified in accordance with paragraph (2) of this Article :

- (a) the right to fly across its territory without landing,
- (b) the right to land in its territory for non-traffic purposes, and
- (c) the right to land in its territory at the points on the routes specified in accordance with paragraph (2) of this Article, in order to take on or discharge on a commercial basis international traffic in passengers, mail and/or cargo.

2. The routes over which the designated airlines of the two Contracting Parties will be authorized to operate international air services shall be specified in a Route Schedule to be agreed upon in an exchange of notes.

Article 3

1. The international air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement may be started at any time, provided that :

- (a) the Contracting Party to whom the rights specified in paragraph (1) of Article 2 are granted, has designated in writing one airline, and
- (b) the Contracting Party granting these rights has authorized the designated airline of the other Contracting Party to inaugurate the air services.

2. The Contracting Party granting these rights shall, subject to the provisions of paragraph (3) and (4) of this Article and subject to the provisions of Article 10 of the present Agreement, grant without delay the said authorization to operate the international air services.

3. Each Contracting Party may require the airline designated by the other Contracting Party to satisfy it that the airline designated is qualified to meet the requirements prescribed under the laws and regulations of the first Contracting Party governing the operation of international air services.

4. Each Contracting Party may refuse to grant the rights or may withhold the exercise of such rights provided for in Article 2 of the present Agreement from the airline designated by the other Contracting Party if such airline is not able to prove upon request that substantial ownership and effective control of such airline are vested in nationals or corporations of the other Contracting Party or in that State itself.

Article 4

1. Each Contracting Party may revoke, suspend or limit by the imposition of conditions, the authorization granted in accordance with paragraph (2) of Article 3 of the present Agreement in the event of failure by the designated airline to comply with the laws and regulations of the Contracting Party granting

the rights or to comply with the provisions of the present Agreement or to fulfil the obligations arising therefrom. This shall also apply if the proof referred to in paragraph (4) of Article 3 is not furnished. Each Contracting Party shall exercise this right only after consultation with the other Contracting Party as provided in Article 13 of the present Agreement, unless an immediate suspension of operations, revocation or imposition of conditions is necessary to avoid further infringements of laws or regulations.

2. Each Contracting Party shall have the right by written Communication to the other Contracting Party to replace subject to the provisions of Article 3 the airline it has designated by another airline. The newly designated airline shall have the same rights and shall be subject to the same obligations as the airline which it replaces.

Article 5

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 aircraft of its national airline engaged in similar international air services.

Article 6

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 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 levied on the occasion of importation, exportation or transit of such goods 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 an agreed service of the other Contracting Party;

(b) spare parts and regular equipment entered into the territory of either Contracting Party for the maintenance or repair or for the equipment of aircraft used on an agreed service by the designated airline of the other Contracting Party;

(c) fuel and lubricants destined to supply aircraft operated on an agreed service 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. This exemption shall also cover any special consumption charges.

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 7

As far as possible 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 8

1. There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate international air services on any route specified in accordance with paragraph (2) of Article 2 of the present Agreement.

2. In the operation of international air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement, the designated airline of either Contracting Party shall take account of the interests of the designated airline of the other Contracting Party so as not to affect unduly the air services which the latter airline operates over the same routes or parts thereof.

3. The international air services of the designated airline of either Contracting Party on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement shall have as their primary objective the provision of capacity adequate to the foreseeable traffic demands to and from the territory of the Contracting Party designating the airline. The right of such airline to carry traffic between points in the territory of the other Contracting Party and points in third countries on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement shall be exercised in the interests of an orderly development of international air transport, and in such a way that capacity is related to :

(a) the traffic demand to and from the territory of the Contracting Party designating the airline,

- (b) the traffic demand existing in the areas through which the air services pass, taking account of local and regional air services.
- (c) the requirements of an economical operation of through services.

Article 9

1. The designated airline of each Contracting Party shall communicate to the aeronautical authorities of the other Contracting Party not later than thirty days prior to the inauguration of air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement the flight schedules, the type of service and the types of aircraft to be used. This shall likewise apply to later changes.

2. The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistical data of their designated airline as be reasonably required for the purpose of reviewing the capacity provided by the designated airline of either Contracting Party on the routes specified in accordance with paragraph (2) of Article 2 of the Present Agreement. Such data shall include all information required to determine the amount of traffic carried and the origins and destinations of such traffic.

Article 10

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. 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 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.

5. 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 (4), the dispute shall be settled in accordance with the provisions of Article 14 of the present Agreement.

6. 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.

7. 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 the Article.

Article 11

Any discussions with a view to determining the extent to which the present Agreement is terminated, superseded, amended or supplemented by the provisions of a multilateral air transport convention binding on both Contracting Parties, shall take place in accordance with Article 13 of the present Agreement.

Article 12

In a spirit of close cooperation and in order to achieve understanding the aeronautical authorities of the Contracting Parties shall exchange views from time to time on all matters pertaining to the application, the satisfactory compliance with and the interpretation of the present Agreement.

Article 13

1. If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement and/or the route schedule, it may request consultation with the other Contracting Party. The same applies to discussions concerning the interpretation and application of the present Agreement if either Contracting Party considers that an exchange of views within the meaning of Article 12 has been without success. Such consultation shall begin within sixty days from the date of receipt of any such request.

Article 14

1. To the extent that any disagreement arising out of the interpretation or application of the present Agreement cannot be settled in accordance with Article 13 of this Agreement, it shall be submitted to an arbitral tribunal at the request of either Contracting Party.

2. Such arbitral tribunal shall be established in each individual case in such a way as to comprise three members, one to be appointed by each Contracting Party and these two members shall then agree upon the choice of a national of a third State as their chairman who shall be appointed by the Governments of the two Contracting Parties. The members shall be appointed within sixty days and the chairman within ninety days after either Contracting Party has duly informed the other Contracting Party of its intention of referring the disagreement to arbitration.

3. If the time-limits provided for in paragraph (2) are not observed, either of the Contracting Parties may, in the absence of any other relevant agreement, invite the President of the Council of the International Civil Aviation Organization (ICAO) to make the necessary appointments in accordance with paragraph (2) of this Article. Where the President possesses the nationality of one of the two Contracting Parties or is otherwise prevented from carrying out this function, his deputy in office should make the necessary appointments.

4. The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding for both Contracting Parties. Each of the Contracting Parties shall bear the expenses of its own member as well as of its representation in the proceedings at the arbitral tribunal; the expenses of the chairman and any other expenses shall be borne in equal parts by both Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

Article 15

The present Agreement, any amendments to it and any exchange of notes under paragraph (2) of Article 2 of the present Agreement shall be communicated to the ICAO for registration.

Article 16

The present Agreement shall supersede and cancel any previous agreements on international air services between 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 twelve 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, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 18

1. The present Agreement shall be ratified. The instruments of ratification shall be exchanged as soon as possible at Athens.

2. The present Agreement shall enter into force thirty days after the exchange of the instruments of ratification.

DONE at Bonn on June the 7th, 1963, in 6 originals, two each in the Greek, German and English languages. In case of difference as to the interpretation the English text shall be authentic.

For the Kingdom
of Greece :
Th. TSATSOS

For the Federal Republic
of Germany :
Karl CARSTENS

EXCHANGE OF NOTES

I

THE STATE SECRETARY OF THE FEDERAL FOREIGN OFFICE

Bonn, 7th June 1963

Excellency,

I have the honour to refer to paragraph (2) of Article 2 of the Air Transport Agreement between the Kingdom of Greece and the Federal Republic of Germany signed at Bonn on the 7th day of June 1963. In the negotiations which have been conducted in connection with the above-mentioned Agreement it has been agreed that air services may be operated on the routes specified in the following Route Schedule :

ROUTE SCHEDULE

I. Routes to be operated by the airline designated by the Kingdom of Greece :

<i>1</i> Points of Origin	<i>2</i> Intermediate Points	<i>3</i> Points in the Territory of the Federal Republic of Germany	<i>4</i> Points beyond
1. Points in the Territory of the Kingdom of Greece	Intermediate Points	Frankfurt and Hamburg	Scandinavia v. v.
2. Points in the Territory of the Kingdom of Greece	Intermediate Points	Frankfurt	a) Netherlands v. v. b) Via France to the United Kingdom v. v.
3. Points in the Territory of the Kingdom of Greece	Intermediate Points	Frankfurt	Via France or the United Kingdom to one point in the United States of America and one point in Canada v. v.

II. Routes to be operated by the airline designated by the Federal Republic of Germany :

1	2	3	4
<i>Points of Origin</i>	<i>Intermediate Points</i>	<i>Points in the Territory of the Kingdom of Greece</i>	<i>Points beyond</i>
1. Points in the Territory of the Federal Republic of Germany	Intermediate Points	Athens or Saloniki	Turkey and Lebanon v.v.
2. Points in the Territory of the Federal Republic of Germany	Intermediate Points	Athens	U.A.R., Sudan, Ethiopia, Kenya, East Africa, Rhodesia and Union of South Africa v.v.
3. Points in the Territory of the Federal Republic of Germany	Intermediate Points	Athens	U.A.R. or Iran, Pakistan, India, Burma, Thailand, Hong Kong or Philippines, Japan v.v.

III. A designated airline 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 route lies in the territory of the Contracting Party that has designated the airline.

I have the honour to inform you that the Government of the Federal Republic of Germany agrees to the above Route Schedule. I should be grateful if you would inform me whether the Government of the Kingdom of Greece also agrees to this Route Schedule. If this should be the case, the present Note and your Note in reply shall be regarded as constituting an Arrangement between our Governments.

Accept, Excellency, the renewed assurance of my highest consideration.

Karl CARSTENS

His Excellency Professor Dr. Themistokles Tsatsos
Ambassador of the Kingdom of Greece

II

THE AMBASSADOR OF THE KINGDOM OF GREECE

Bonn, 7th June 1963

Excellency,

I have the honour to acknowledge receipt of your Note of June 7th, 1963, which reads as follows :

[See note I]

I have the honour to inform you that my Government also agrees to the above Route Schedule. Your note and my note in reply shall be regarded as constituting an Arrangement between our Governments.

Accept, Excellency, the renewed assurance of my highest consideration.

Th. TSATSOS

His Excellency Professor Dr. Karl Carstens
State Secretary of the Federal Office
of the Federal Republic of Germany