No. 15859

FINLAND
and
GREECE

Agreement for air services between and beyond their respective territories (with annex). Signed at Athens on 17 May 1974

Authentic text: English.

Registered by Finland on 23 August 1977.

FINLANDE
et
GRÈCE

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Signé à Athènes le 17 mai 1974

Texte authentique : anglais.

Enregistré par la Finlande le 23 août 1977.

AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE HELLENIC REPUBLIC FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Republic of Finland and the Government of the Hellenic Republic;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;[2]

Desiring to conclude an agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:

Article 1. 1. For the purpose of the present Agreement, unless the context otherwise requires:

a) The term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under article 90 of that Convention and any amendment of the Annexes or Convention under articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

b) The term "aeronautical authorities" means, in the case of Greece, the Civil Aviation Authority, and, in the case of Finland, the National Board of Aviation, and, in both cases, any person or body authorised to perform any functions at present exercised by the said authorities or similar functions;

c) The term "designated airline" means an airline which has been designated and authorised in accordance with article 3 of the present Agreement;

d) The term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty of that State; and

e) The terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in article 96 of the Convention.

2. The Annex to the present Agreement forms an integral part of the Agreement, and all references to the "Agreement" shall be deemed to include reference to the Annex except where otherwise provided.

Article 2. 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 appropriate part of the Annex to the present Agreement. Such services and routes are hereafter 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 across the territory of the other Contracting Party;

b) to make stops in the said territory for non-traffic purposes; and

[1] Came into force on 11 March 1977, i.e., 30 days after the exchange of notes (effected on 9 February 1977) confirming that the constitutional requirements of the Contracting Parties had been complied with, in accordance with article 15.

[2] United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117, and vol. 958, p. 217.

c) to make stops in the said territory at the points specified for the route and routes in the Annex to the present Agreement for the purpose of putting down and taking up 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 that other Contracting Party.

Article 3. 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, without delay grant to the airline designated the appropriate operating authorisation.

3. 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.

4. Each Contracting Party shall have the right to refuse to grant operating authorisation referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in article 2 of the present Agreement, 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 designated the airline or in its nationals.

5. When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of article 8 of the present Agreement is in force in respect of that service.

6. The designated airline of each Contracting Party shall file with the aeronautical authorities of the other Contracting Party for approval their proposed schedules (including type of equipment used), at least thirty (30) days before the commencement of each specific period of operation except that the aeronautical authorities may accept a shorter time limit. This shall likewise apply to later changes.

Article 4. 1. Each Contracting Party shall have the right to revoke the operating authorisation 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. In such a case the consultation shall begin within a period of twenty (20) days of the date of request made by either Contracting Party for the consultation.

Article 5. 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 similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

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

a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;

b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used 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 sub-paragraphs *a*), *b*) and *c*) above may be required to be kept under Customs supervision or control.

Article 6. 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 that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

Article 7. 1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

3. The agreed services provided by the designated airline of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;

b) traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and

c) the requirements of through airline operation.

Article 8. 1. In the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

2. The tariffs to be charged by the airline of one Party for carriage to or from the territory of the other 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.

3. The tariffs referred to in paragraph 2 of this article shall, if possible, be agreed by the designated airlines of both Parties, after consultation with the other airlines operating over the whole or part of the route, and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.

4. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Parties at least ninety (90) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

5. This approval may be given expressly. If the aeronautical authorities of either Contracting Party have not expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 4 of this article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 4 the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

6. If a tariff cannot be agreed in accordance with paragraph 3 of this article, or if, during the period applicable in accordance with paragraph 5 of this article, the aeronautical authorities of either Contracting Party give the aeronautical authorities of the other Contracting Party notice of their disapproval of any tariff agreed in accordance with the provisions of paragraph 3, the aeronautical authorities of the two Parties shall, after consultation with the aeronautical authorities of any other State whose advice they consider useful, endeavour to determine the tariff by mutual agreement.

7. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 4 of this article, or on the determination of any tariff under paragraph 6 of this article, the dispute shall be settled in accordance with the provisions of article 12 of the present Agreement.

8. A tariff established in accordance with the provisions of this article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it otherwise would have expired.

Article 9. 1. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, mail and cargo.

2. Whenever the payments system between Contracting Parties is governed by a special agreement, that agreement shall apply.

Article 10. In a spirit of close co-operation, 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 11. 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 (60) days from the date of the request. Modifications so agreed upon 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 notification through diplomatic channels.

Article 12. 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; if they do not so agree, the dispute shall 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. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) 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 International 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 tribunal.

3. The Contracting Parties shall comply with any decision given under paragraph 2 of this article.

Article 13. The present Agreement and its Annex shall be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

Article 14. 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 (12) 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 (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 15. The present Agreement shall enter into force after thirty (30) days from the exchange of notes confirming that the constitutional requirements of the Contracting Parties for the entering into force of this Agreement have been complied with.

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

DONE in duplicate at Athens this 17th day of May 1974 in the English language.

For the Government
of the Republic of Finland:
RISTO HYVÄRINEN

For the Government
of the Hellenic Republic:
SPIRO TETENES

ANNEX

TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE HELLENIC REPUBLIC FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

Part I

The airline designated by the Government of Finland may operate scheduled air services on the following route in both directions:

Finland–Berlin/Schönefeld–Athens–Heraklion.

While operating these services, it will have the right to omit one or more points on the specified route on any or all flights.

Part II

The airline designated by the Government of the Hellenic Republic may operate on the basis of reciprocity scheduled air services in both directions on a route between Greece and Helsinki via one intermediate point to be specified and mutually agreed between the aeronautical authorities of the two Contracting Parties at a later date.