No. 25476

GREECE
and
CANADA

Agreement on air transport (with annex). Signed at Toronto on 20 August 1984

Authentic texts: Greek, English and French.
Registered by Greece on 16 November 1987.

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et
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Accord relatif au transport aérien (avec annexe). Signé à Toronto le 20 août 1984

Texte authentique : grec, anglais et français.
Enregistré par la Grèce le 16 novembre 1987.

AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE HELLENIC REPUBLIC AND THE GOVERNMENT OF CANADA ON AIR TRANSPORT

The Government of the Hellenic Republic and the Government of Canada hereinafter referred to as the Contracting Parties,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December, 1944,[2]

Desiring to conclude an Agreement on air transport between and beyond their respective territories,

Have agreed as follows:

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

(*a*) "Aeronautical Authorities" means, in the case of Canada, the Minister of Transport and the Canadian Transport Commission and, in the case of the Hellenic Republic, the Governor of the Civil Aviation Authority, or in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;

(*b*) "Agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;

(*c*) "Agreement" means this Agreement, the Annex attached thereto, and any amendments to the Agreement or to the Annex;

(*d*) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December, 1944 and includes:

(i) Any amendment thereto which has entered into force under Article 94 (*a*) thereof and has been ratified by both Contracting Parties; and

(ii) Any annex or any amendments thereto adopted under Article 90 of that Convention, insofar as such amendment or annex is at any given time effective for those Contracting Parties;

(*e*) "Designated airline" means an airline which has been designated and authorized in accordance with Article III of this Agreement;

(*f*) "Tariff" means the price to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for other services performed by the carrier in connection with the air transportation but excluding remuneration and conditions for the carriage of mail;

(*g*) "Territory", "Air Service", "International Air Service", "Airline" and "Stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention;

[1] Came into force provisionally on 20 August 1984, the date of signature, and definitively on 24 June 1987, the date of the last of the notifications by which the Contracting Parties informed each other that they had obtained all required authorizations for its entry into force, in accordance with article XXII (1).

[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; vol. 958, p. 217; vol. 1008, p. 213 and vol. 1175, p. 297.

(*h*) "Stop-over" means a deliberate interruption of a journey by a passenger, agreed to in advance by the designated airline, at a point between the place of departure and the place of destination.

Article II. 1. Each Contracting Party grants to the other Contracting Party the following rights in respect of international air services by the airline of that other Contracting Party:

(*a*) The right to fly across its territory without landing;

(*b*) The right to make stops in its territory for non-traffic purposes.

2. While operating the agreed services on the routes specified in the Annex (hereafter called "the agreed services" and "the specified routes" respectively), the airline designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 1 of this Article, and to the extent established in the Annex, the right to make stops in the territory of the other Contracting Party for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege to take on board, in the territory of the other Contracting Party, passengers, cargo and mail carried for reward or hire and destined for another point in the territory of that other Contracting Party.

Article III. 1. Each Contracting Party shall have the right to designate by a diplomatic note to the other Contracting Party an airline for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designation.

2. On receipt of such a designation by the other Contracting Party, the Aeronautical Authorities of this other Contracting Party shall, subject to the provisions of paragraph 3 of this Article, grant without delay to the airline so designated the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may refuse to grant the operating authorization referred to in paragraph 2 of this Article, or may impose such conditions as they may deem necessary on the exercise by the designated airline of the rights granted pursuant to Article II, paragraph 2, of this Agreement, in any case where

(*a*) The airline designated by the other Contracting Party is unable 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 Convention;

(*b*) These authorities are not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

4. Upon receipt of such authorizations the airline may begin at any time to operate the agreed services, partly or in whole, provided that the airline complies with the applicable provisions of the Agreement and the tariffs established in accordance with the provisions of Article X of this Agreement are in force in respect of such services.

Article IV. 1. The aeronautical authorities of each Contracting Party shall have the right to revoke or suspend the authorization referred to in Article III of this

Agreement with respect to the airline designated by the other Contracting Party, or impose on it conditions, temporarily or permanently in any case where

(*a*) Such airline is unable 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 these authorities in conformity with the Convention;

(*b*) Such airline fails to comply with the laws and regulations of that Contracting Party;

(*c*) These authorities are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals;

(*d*) Such airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article XVI of this Agreement.

Article V. 1. The laws, regulations and procedures of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws and regulations of one Contracting Party respecting entry, clearance, transmit, immigration, passports, customs and quarantine shall be complied with by the designated airline of the other Contracting Party and by or on behalf of its crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such Contracting Party.

3. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article VI. 1. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided that such certificates or licences were issued or rendered valid pursuant to and in conformity with the standards established under the Convention.

Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes, should permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may request consultations in accordance with Article XVI of this

Agreement with the aeronautical authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article IV of this Agreement.

Article VII. 1. Each Contracting Party shall on a basis of reciprocity exempt the designated airline of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services, as well as ticket stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:

(*a*) Introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

(*b*) Retained on board aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;

(*c*) Taken on board aircraft of the designated airline of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally 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 Contracting Party. In such case, they may be placed under supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

Article VIII. 1. The charges imposed by either Contracting Party for the use of airports and other aviation facilities by the aircraft of a designated airline of the other Contracting Party will be just and reasonable and shall be levied in accordance with the official tarifs uniformly established by the laws and regulations of that Contracting Party and which are uniformly applied to all foreign airlines.

2. Neither of the Contracting Parties shall give a preference to its own or any other airline over the airline of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways, air traffic services and associated facilities under its control.

3. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airline using the services and facilities, and where practicable, through the airline's representative organization. Reasonable notice should be given to users of any proposal for changes in user charges to enable them to express their views before changes are made.

Article IX. 1. There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate the agreed services on the routes specified in the Annex to this Agreement.

2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interest of the designated 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 route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear reasonable 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, or capacity adequate to meet the current and reasonable anticipated requirements for the carriage of passengers, cargo and mail between the territories of the Contracting Parties which have designated the airlines.

4. Provision for the carriage of passengers, cargo and mail both taken up and discharged 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 principle 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.

5. The capacity to be provided on the specified routes, i.e., frequency of services, and type and configuration of aircraft, shall be agreed between the designated airlines in accordance with the principles laid down in this Article and subject to the approval of the aeronautical authorities of the Contracting Parties. In the absence of an agreement between the designated airlines, the matter shall be referred to the aeronautical authorities of the Contracting Parties which will endeavour to resolve the problem pursuant to Article XVI of this Agreement.

Article X. 1. The tariffs for carriage on agreed services to and 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, characteristics of service (such as standards of speed and accommodation) and, where it is deemed suitable, the tariffs of other airlines for any part of the specified route.

2. The tariffs referred to in paragraph 1 of this Article shall be agreed upon between the designated airlines of the Contracting Parties; such agreement shall be reached, whenever possible, through the international tariff coordination mechanism of the International Air Transport Association. Unless otherwise determined in the application of paragraph 4 of this Article, each designated airline shall be responsible only to its aeronautical authorities for the justification and reasonableness of the tariffs so agreed.

3. The tariffs so agreed shall be submitted to the aeronautical authorities of the Contracting Parties at least forty-five (45) days before the proposed date of their introduction; in special cases, a shorter period may be accepted by the aeronautical authorities. If within thirty (30) days from the date of submission the aeronautical au-

thorities of one Contracting Party have not notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariff submitted to them, such tariff shall be considered to be acceptable and shall come into effect on the expiration of the forty-five (45) day period mentioned above. In the event that a shorter period for the submission of a tariff is accepted by the aeronautical authorities, they may also agree that the period for giving notice of dissatisfaction be less than thirty (30) days.

4. If a tariff cannot be established in accordance with the provisions of paragraph 2 above, or, if during the period applicable in accordance with paragraph 3 above a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 3 of this Article or the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of Article XVIII of the present Agreement.

6. (*a*) No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph 3 of Article XVIII of the present Agreement.

(*b*) When tariffs have been established in accordance with the provisions of this Article, those tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

7. If the aeronautical authorities of one of the Contracting Parties become dissatisfied with an established tariff, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airlines shall attempt, where required, to reach an agreement. If within the period of ninety (90) days from the day of receipt of such notification a new tariff cannot be established in accordance with the provisions of paragraphs 2 and 3 of this Article, the procedures as set out in paragraphs 4 and 5 of this Article shall apply.

8. The competent authorities of both Contracting Parties shall endeavour to ensure that

(*a*) The tariffs charged and collected conform to the tariffs accepted by both aeronautical authorities and

(*b*) No airline rebates any portion of such tariffs by any means.

Article XI. 1. The aeronautical authorities of both Contracting Parties shall provide each other with monthly statements of statistics on a quarterly calendar basis, including all information required to determine the amount of traffic carried over the routes specified in the Annex to this Agreement and the initial origins and final destinations of such traffic.

2. The details of the statistical data to be provided and the methods by which such data shall be provided by one Contracting Party to the other Contracting Party shall be agreed upon between the aeronautical authorities and implemented not later than three (3) months after the designated airline of one or both of the Contracting Parties commences operation, in whole or in part, of the agreed services.

3. Failure to reach a satisfactory agreement regarding the supply of statistics may, at the discretion of either Contracting Party, constitute grounds for the application of Article XVI of this Agreement.

Article XII. 1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents. Such airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries.

2. Each designated airline shall have the right to convert and remit to its country on demand at the official rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of passengers, cargo and mail. Conversion and remittance shall be permitted without restrictions at the foreign exchange (market) rates for current payments prevailing at the time of remittance and shall not be subject to any charges except normal service charges collected by banks for such transactions.

Article XIII. The designated airline of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party and generally on the basis of reciprocity, to bring in and maintain in the territory of the other Contracting Party their own managerial, technical, operational and other specialist staff who are required for the provision of air services.

Article XIV. The provisions set out in Articles V, VI, VII, VIII, XII, XIII and XV of this Agreement shall be applicable also to charter flights operated by an airline of one Contracting Party into or from the territory of the other Contracting Party and to the airline operating such flights.

Article XV. 1. The Contracting Parties agree to provide aid to each other with a view to preventing unlawful seizure of aircraft and other unlawful acts against the safety of aircraft, airports and air navigation facilities and any other threat to aviation security.

2. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of that other Contracting Party and to take adequate measures to inspect passengers and their carry-on items. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

3. The Contracting Parties shall act consistently with applicable aviation security provisions established by the International Civil Aviation Organization identified as the International Standards and Recommended Practices on Security and designated as Annex 17 to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties. Should a Contracting Party depart from such provisions, the aeronautical authorities of the other Contracting Party may request consultations with the aeronautical authorities of that Contracting Party. Failure to reach a satisfactory agreement will constitute grounds for the application of Article IV of this Agreement.

4. The Contracting Parties shall act in conformity with the provisions of the Convention on offences and certain other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the Convention

[1] United Nations, *Treaty Series*, vol. 704, p. 219.
[2] *Ibid.*, vol. 860, p. 105.

for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on September 23, 1971.[1]

5. When an incident, or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of aircraft, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications intended to terminate rapidly and safely such incident or threat thereof.

Article XVI. 1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time on the implementation, interpretation or application of this Agreement or compliance with this Agreement.

2. Such consultations shall begin within a period of sixty (60) days of the date of receipt in writing of such a request, unless otherwise agreed.

Article XVII. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, 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 written request. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.

Article XVIII. 1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this 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, or either Contracting Party may submit the dispute 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 arbitrators. 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, 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 all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

4. The expenses of the Tribunal shall be shared equally between the Contracting Parties.

5. If and so long as either Contracting Party fails to comply with a decision given under paragraph 2 of this Article, the other Contracting Party may limit, with-

[1] United Nations, *Treaty Series*, vol. 974, p. 177, and vol. 1217, p. 404 (corrigendum to vol. 974).

hold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default.

Article XIX. Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation Organization. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article XX. This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article XXI. If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article XVI of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

Article XXII. 1. This Agreement shall be applied provisionally from the date of its signature, and shall enter into force on the latter of the dates on which the Contracting Parties shall each have notified the other by diplomatic note that they have obtained whatever internal approval may be required to give effect to this Agreement.

2. The Agreement between the Government of Canada and the Government of the Hellenic Republic on Commercial Scheduled Air Services signed at Athens on the eighteenth day of January in the year nineteen hundred and seventy-four (1974),[1] shall provisionally cease to be applied from the date of the signature of the present Agreement, and shall terminate on the date of the entry into force of the present Agreement.

[*For the testimonium and signatures, see p. 163 of this volume.*]

[1] United Nations, *Treaty Series*, vol. 1048, p. 163.

ANNEX

SCHEDULE OF ROUTES

Section 1

The following route may be operated by the airline designated by the Government of the Hellenic Republic:[1]

Points of Departure	*Intermediate Points*	*Destination*	*Points Beyond*
Points in Greece	—	Montreal[8], [7] Toronto[2], [3], [8]	One point in the USA[4], [5], [6]

[1] All traffic rights shall be exercised only by the designated airline and shall not be leased or subcontracted.

[2] A commercial agreement subject to the approval of the respective aeronautical authorities shall be required between the designated airlines while service to Toronto is provided by the Greek designated airline.

[3] Service to Toronto shall be subject to the special conditions related to exemption fom the moratorium on access of new foreign carriers to the Lester B. Pearson International Airport as set out in the Aide Memoire "Access to Toronto International Airport by Foreign Carriers" dated October 31, 1983 and issued by the Department of External Affairs of Canada.

[4] The airline designated by the Government of the Hellenic Republic shall be granted fifth freedom traffic rights between Montreal and any single point in the U.S.A. to be named by the Government of the Hellenic Republic. Such rights shall not be exercised until the airline designated by the Government of Canada implements any of the fifth freedom rights granted under the Agreement.

[5] The U.S.A. point beyond shall not be served on any flight that includes service at Toronto.

[6] The U.S.A. point beyond may be changed every six months on sixty days notice to the aeronautical authorities of Canada.

[7] The designated airline of the Hellenic Republic may exercise stop-over privileges which shall not exceed fifteen (15) days.

[8] For the purpose of Article IX (5) of the Agreement the designated airline shall be entitled to operate a minimum of two flights weekly.

Section 2

The following route may be operated by the airline designated by the Government of Canada:[1]

Points of Departure	*Intermediate Points*	*Destination*	*Points Beyond*
Points in Canada	Points to be named by Canada[2], [3], [4], [5]	Athens[5], [6]	Points to be named by Canada[2], [3], [4]

[1] All traffic rights shall be exercised only by the designated airline and shall not be leased or subcontracted.

[2] Points to be named shall not include Cyprus, Turkey or Israel.

[3] Points named may be changed every six (6) months on sixty (60) days notice to the aeronautical authorities of the Hellenic Republic.

[4] The total number of intermediate and beyond points named at any one time shall not exceed five (5) of which no more than four (4) may be intermediates.

[5] The designated airline of Canada may exercise stop-over privileges which shall not exceed fifteen (15) days.

[6] For the purposes of Article IX (5) of the Agreement the designated airline shall be entitled to operate a minimum of two (2) flights weekly.