

October 08, 1949

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE ROYAL HELLENIC GOVERNMENT

Note: The Agreement was concurred in by the Senate, Sit No. 22, May 1, 1950. The Philippine instrument of ratification was signed by the President, July 9, 1954. The Agreement entered into force, October 8, 1949 upon the exchange of ratification between the Parties.

Reference: This Agreement is also published hi II DFA TS No. 2, p. 26 and 187 UNTS, p. 221.

Having in mind the Resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago, Illinois, for the adoption of a Standard Form of Agreement for provisional air routes and services, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the Philippines and Greece, the two Governments parties to this Agreement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:—

ARTICLE 1

The Contracting Parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

ARTICLE 2

(a) Each of the air services so described shall be placed in operation as soon as the Contracting Party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the Contracting Party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airline so designated may be required to qualify before the competent aeronautical authorities of the Contracting Party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(b) It is understood that either Contracting Party granted commercial rights under this Agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

ARTICLE 3

In order to prevent discriminatory practices and to assure equality of treatment, both Contracting Parties agree that:

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by the other Contracting Party or its nationals and intended solely for use by aircraft of such other Contracting Party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

ARTICLE 5

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Party.

(b) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, or cargo of the other Contracting Party upon entrance into or departure from, or while within the territory of the first party.

ARTICLE 6

Each Contracting Party reserves the right to withhold or revoke a certificate or permit to an airline of the other party in any case where it is not satisfied that substantial ownership and effective control are invested in nationals of either party to this Agreement, or in case of failure of an airline to comply with the laws of the

State over which it operates as described in Article 5 hereof, or to perform its obligations under this Agreement.

ARTICLE 7

(a) The tariffs to be charged on any of the agreed services shall be fixed at reasonable levels, due regard being paid to all relevant factors, including cost of economical operation, reasonable profit, difference of characteristics of service (including standards of speed and accommodation) and the tariffs charged by other airlines on any part of the route. These tariffs shall be determined in accordance with the following provisions of this Article.

(b) The tariffs shall, if possible, be agreed in respect of each route between the designated airlines concerned, in consultation with other airlines operating on the same route or any section thereof. Such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the Contracting Parties.

(c) In the event of disagreement between the designated airlines concerning the tariffs, the Contracting Parties shall endeavour to determine them by agreement between themselves.

(d) If the Contracting Parties should fail to agree, the matter shall be referred to arbitration or settled as provided in Article 10 of the present Agreement.

ARTICLE 8

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

ARTICLE 9

In the event either of the Contracting Parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

ARTICLE 10

(a) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement and its Annex the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

(b) If the Contracting Parties fail to reach a settlement by negotiation,

(1) they may agree to refer the dispute for a decision to an arbitral tribunal appointed by agreement between them or to some other person or body; or

(2) if they do not agree or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition,