

No. 7275

**GREECE
and
AUSTRIA**

**Agreement (with annex) on commercial scheduled air
transport. Signed at Vienna, on 15 January 1962**

Official text: English.

Registered by the International Civil Aviation Organization on 8 June 1964.

**GRÈCE
et
AUTRICHE**

**Accord (avec annexe) relatif aux services aériens commer-
ciaux réguliers. Signé à Vienne, le 15 janvier 1962**

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.

No. 7275. AGREEMENT¹ BETWEEN THE ROYAL HELLENIC GOVERNMENT AND THE AUSTRIAN FEDERAL GOVERNMENT ON COMMERCIAL SCHEDULED AIR TRANSPORT. SIGNED AT VIENNA, ON 15 JANUARY 1962

The Royal Hellenic Government and the Austrian Federal Government, hereinafter called in the present Agreement the Contracting Parties, both having ratified the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December 1944,² hereinafter referred to in the present Agreement as the "Convention" and desiring to make arrangements for commercial scheduled air transport between their respective territories and beyond, have agreed on the following :

Article 1

DEFINITIONS

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 Civil Aviation Administration of the Ministry of Communications and Public Works and in the case of the Austrian Federal Government the Federal Ministry of Communications and of Electric Power Development or in both cases any other 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.

¹ Came into force on 15 January 1962, upon signature, in accordance with article 18 (1).

² United Nations, *Treaty Series*, Vol. 15, p. 295 ; Vol. 26, p. 420 ; Vol. 32, p. 402 ; Vol. 33, p. 352 ; Vol. 44, p. 346 ; Vol. 51, p. 336 ; Vol. 139, p. 469 ; Vol. 178, p. 420 ; Vol. 199, p. 362 ; Vol. 252, p. 410 ; Vol. 324, p. 340 ; Vol. 355, p. 418 ; Vol. 409, p. 370, and Vol. 472, p. 404.

Article 2

TRAFFIC RIGHTS

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 Annex to this Agreement.

Such services and routes are hereinafter 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, over the territory of the other Contracting Party ;
- (b) to make stops in the said territory for non-traffic purposes ;
- (c) to make stops in the said territory at the points specified for that route in the Annex to the present Agreement for the purpose of putting down and taking on 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 the other Contracting Party.

Article 3

NECESSARY AUTHORIZATIONS

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 (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 written 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 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.

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 Article 2, 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 (9) of the present Agreement is in force in respect of that service.

Article 4

CAPACITY REGULATIONS

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 or 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

APPROVAL OF SCHEDULES AND TYPES OF AIRCRAFT

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 and the types of aircraft to be used. This shall likewise apply to later changes.

Article 6

REVOCATION AND SUSPENSION

1. Each Contracting Party shall have the right to revoke an operating authorization 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.

Article 7

EXEMPTION FROM CUSTOMS AND OTHER DUTIES

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 :