

I. GRANT OF RIGHTS

Each Contracting Party grants to the other Contracting Party the following rights for the conduct of International Air Service by the Airline of the other Contracting Party:

1. The right to fly across its territory without landing;
2. The right to make stops in its territory for non-traffic purposes;
3. The rights otherwise specified in this interim agreement.

II. AUTHORIZATION OF AIRLINES

1. The following Airlines may operate the scheduled Air Services authorized under this interim agreement:

A. For the United States : TRANS WORLD AIR-LINES.

B. For Greece : OLYMPIC AIRWAYS.

2. Each Contracting Party reserves the right to withdraw, alter, substitute another Airline for or replace its designation at any time during the term of this interim agreement. Such changes shall be transmitted to the other Contracting Party in writing through diplomatic channels.

3. Each Contracting Party shall grant Airlines appropriate operating authorizations and technical permissions with a minimum of procedural delay.

III. ROUTES AND TRAFFIC RIGHTS

1. The Airlines of the Contracting Parties are accorded the right to pick up and discharge International Traffic in passengers, baggage, cargo and mail on all sectors over the following routes :

A) For Greece : Greece to New York, in both directions.

B) For the United States : New York/Boston-Athens via Rome, and beyond to Cairo, Egypt and Tel Aviv, Israel in both directions.

2. A) Any point on the above routes may be omitted on any or all of the flights by the Airlines at their option.

B) The agreed services may be operated by the airlines with aircraft of their choice.

3. There shall be a fair and equal opportunity for the Airlines of the Contracting Parties to operate the agreed services.

IV. SCHEDULES

The attached schedules proposed by the airlines of the Contracting Parties are approved.

V. COMMERCIAL OPPORTUNITIES

1. Each 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, to establish offices in the territory of the other Contracting Party for the promotion and sale of air services and to bring in and maintain in the territory of the other Contracting Party its own managerial, sales, technical, operational and other specialist staff as required for the provision of air services.

2. Each 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. Each 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.

3. Each airline shall have the right to convert and remit to its Country on demand the excess of receipts over expenditures achieved in connection with the carriage of passengers, baggage, cargo and mail. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof on the date of demand at the rate of exchange applicable to current transactions and remittance.

VI. USER CHARGES, CUSTOMS DUTIES AND TAXES

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

1. 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.

2. Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by the other Contracting Party of 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.

3. 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 agreed routes shall, upon arriving in or leaving the territory of the other Contracting Party, be exempted 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.

VII. SAFETY

1. For the purpose of operating the air services provided for in this interim agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates of licenses at least equal the minimum standards which may be established pursuant to the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, as amended (herein after referred to as «The Convention») shall be considered valid. Each Contracting Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party.

2. Each Contracting Party may request consultations concerning the safety and security standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft, and operations of the designated airlines. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant

to the convention, the other Contracting Party shall be notified of such finding and the steps considered necessary to conform with these minimum standards; and the other Contracting Party shall take appropriate corrective action. Each Contracting Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of the airline designated by the other Contracting Party in the event the other Contracting Party does not take such appropriate action within a reasonable time.

VIII. SECURITY

Each Contracting Party :

1. Reaffirms its commitment to act consistently with the provision of the convention of offenses and certain other acts committed on board aircraft, signed at Tokyo on September 14, 1963; the Convention for the suppression of unlawful acts against the safety of civil aviation, signed at Montreal on September 23, 1971;

2. Shall require its designated airline to act consistently with applicable aviation security provisions established by the International Civil Aviation Organization; and

3. Shall provide maximum aid to the other Contracting Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to Aviation security; give sympathetic consideration to any request from the other Contracting Party for special security measures for its aircraft of passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Contracting Party by facilitating communications intended to terminate such incidents rapidly and safely.

IX. APPLICATION OF LAW

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 Contracting Party.

2. 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, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Contracting Party.

X. REVOCATION OF AUTHORIZATION

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 vested in nationals of either Contracting Party, or in case of failure of an airline to comply with the laws of the state over which it operates as described in paragraph IX hereof, or the other Contracting Party is not maintaining and administering its safety standards as set forth in Article VII, or to perform its obligations under this interim Agreement.

XI. CONSULTATIONS AND AMENDMENTS

1. Either Contracting Party may, at any time, request consultations relating to this interim Agreement. Such consultations shall begin at the earliest possible date, but no later than 30 days from the date other Contracting Party receives the request unless otherwise agreed.

2. Any revisions of supplements to this interim Agreement shall be confirmed by appropriate diplomatic channels.

XII. TERM OF AGREEMENT AND ENTRY INTO FORCE

The provisions of this interim Agreement will apply provisionally upon signature. This interim Agreement shall enter into force on the date the government of Greece notifies the government of the United States through diplomatic channels that the government of Greece has completed the necessary internal procedures for the entry into force of this interim Agreement. This interim Agreement shall expire one year after the date of signature or upon signature of a new air transport services Agreement, whichever occurs first, or as may be otherwise agreed in writing by the contracting Parties.

In witness whereof, the undersigned being duly authorized by their respective Governments, have signed the Present interim Agreement.

Done in duplicate at Athens on April, 9th, 1985, in the Greek and English languages, each version being equally authentic.

For the Government of
the Hellenic Republic,

YIANNIS KAPSIS
Deputy Minister of
Foreign Affairs

For the Government of
the United States of
America,
MONTEAGLE STEARNS
Ambassador of the United
States of America in Greece

MEMORANDUM OF UNDERSTANDING

1. The Governments of Greece and the United States of America agree that they will continue speedily and expeditiously the negotiations of a new accord on civil air transportation within the framework of the proposals submitted by the two sides during their previous discussions.

2. Based on reciprocity and a balance of interests, the two governments agree that, in, addition to the rights provided in the interim agreement on air services of 9th April 1985, and in accordance with that agreement's provisions :

A) The Greek airline may operate scheduled air services with traffic rights to and from Greece :

1) Via an intermediate point in Europe to and from a point in the U.S. of its selection or,
2) To and from the coterminous Boston and Chicago or,
3) To and from the coterminous New York and Chicago.

B) A second U.S. airline may operate scheduled air service from a gateway of the U.S. choice (other than New York) via an intermediate point in Europe to Athens, and from Athens via an intermediate point in Europe to a gateway of the U.S. choice (other than New York) in the following way :

1) Via an intermediate point in Europe (other than Frankfurt) up to three times per week with equipment of the airline's choice. No local traffic rights may be

exercised between the European intermediate point and Athens.

2) Via Frankfurt daily with narrow bodied aircraft operated between Athens and Frankfurt. No local traffic rights may be exercised between Frankfurt and Athens but the airline may transport its own online transit, connecting and stopover traffic on the Frankfurt-Athens sector in both directions.

3. The two governments agree that this memorandum shall be effective for one year from signature unless mutually agreed.

Done in duplicate at Athens on April, 9th, 1985,

in the Greek and English languages, each version being equally authentic.

For the Government of
the Hellenic Republic,

YIANNIS KAPSIS
Deputy Minister of
Foreign Affairs

For the Government of
the United States of
America

MONTEAGLE STEARNS
Ambassador of the United
States of America in Greece

Αρθρο δεύτερο

Η ισχύς του νόμου αυτού αρχίζει από τη δημοσίευσή του στην Εφημερίδα της Κυβερνήσεως.

Παραγγέλει τη δημοσίευση, του παρόντος στην Εφημερίδα της Κυβερνήσεως και την εκτέλεσή του ως νόμου του Κράτους:

Κέρκυρα, 17 Ιουλίου 1986

Ο ΠΡΟΕΔΡΟΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ
ΧΡΗΣΤΟΣ ΑΝΤ. ΣΑΡΤΖΕΤΑΚΗΣ

ΟΙ ΥΠΟΥΡΓΟΙ

ΕΞΩΤΕΡΙΚΩΝ ΚΑΡΟΛΟΣ ΠΑΠΟΥΔΙΑΣ	ΕΘΝΙΚΗΣ ΟΙΚΟΝΟΜΙΑΣ ΚΩΣΤΑΣ ΣΗΜΙΤΗΣ
ΟΙΚΟΝΟΜΙΚΩΝ ΔΗΜΗΤΡΗΣ ΤΣΟΒΟΛΑΣ	ΜΕΤΑΦΟΡΩΝ ΚΑΙ ΕΠΙΚΟΙΝΩΝΙΩΝ ΓΙΩΡΓΟΣ Δ. ΠΑΠΑΔΗΜΗΤΡΙΟΥ

Θεωρήθηκε και τέθηκε η Μεγάλη Σφραγίδα των Κράτους.

Αθήνα, 18 Ιουλίου 1986

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ
ΑΠΟΣΤΟΛΟΣ ΚΑΚΛΑΜΑΝΗΣ

