

AGREEMENT

BETWEEN THE GOVERNMENT OF THE PEOPLE'S

REPUBLIC OF CHINA AND THE GOVERNMENT OF

THE KINGDOM OF GREECE RELATING TO CIVIL

AIR TRANSPORT

The Government of the People's Republic of China and the Government of the Kingdom of Greece, with a view to facilitating the friendly contacts between the peoples of China and Greece, developing the mutual relations between the two countries in respect of air transportation, in accordance with the principles of mutual respect for dependence and sovereignty, non-interference in each other's internal affairs, equality and mutual benefit as well as friendly cooperation, and with regard to the establishment and operation of scheduled air services between and beyond their respective territories,

Have agreed as follows:

Article 1

For the purpose of the present Agreement

1. The term "Aeronautical Authorities" means, in the case of the People's Republic of China, the General Administration of Civil Aviation of China and, in the case of the Kingdom of Greece, the Civil Aviation Authority;
2. The term "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of the present Agreement, for the operation of the agreed services on the route specified in the Annex to the present Agreement;
3. The term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, cargo or mail;
4. The term "international air service" means an air service which passes through the air space over the territory of more than one State;
5. The term "airline" means any air transport enterprise operating an international air service;
6. The term "stop for non-traffic purposes" means the technical landing for any purpose other than taking on or discharging passengers, cargo or mail.

Article 2

1. Each Contracting Party grants to the other Contracting Party the right to operate scheduled air services (hereinafter called "the agreed services") on the routes specified in Annex I to the present Agreement (hereinafter referred to as "the specified routes") for carriage of international passengers, baggage, cargo and mail.
2. Subject to the provisions of the present Agreement, the designated airline of each Contracting Party, while operating the agreed service on the specified routes, shall enjoy the following rights:

- (a) to overfly the territory of the other Contracting Party without landing along the routes prescribed by the Aeronautical Authorities of the other Contracting Party subject to the approval of the said Authorities;
 - (b) subject to the approval of the Aeronautical Authorities of the other Contracting Party, to make technical landing at the point on the specified routes in the territory of the other Contracting Party;
 - (c) to make stops at the point on the specified routes in the territory of the other Contracting Party for the purpose of putting down and taking on international traffic in passengers, baggage, cargo and mail coming from or destined for the territory of the other Contracting Party or of a third country.
3. The designated airline of each Contracting Party shall not enjoy the right to take up at one point in the territory of the other Contracting Party traffic in passengers, baggage, cargo and mail destined for another point in the same territory.
 4. Each territory party shall notify the other Contracting Party sixty (60) days in advance of the date of the commencement of operation of the agreed services by its designated airline.

Article 3

1. Each Contracting Party shall have the right to designate, by diplomatic note to the other Contracting Party, one airline to operate scheduled international air services on the routes specified in Annex I to the present Agreement.
2. The substantial ownership and effective control of the airline designated by each Contracting Party shall remain vested in such Contracting Party or its citizens.
3. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraph 2 of this Article, grant without delay to the designated airline of the first Contracting Party the appropriate operating authorization.

Article 4

1. Each Contracting Party shall have the right to revoke the operating authorization already granted to the designated airline of the other Contracting Party or to suspend the exercise of the rights specified in Article 3 of the present Agreement by the said airline, or to impose such conditions as it may deem necessary on the exercise of these rights, in case:
 - (a) where it is not satisfied that the substantial ownership and the effective control of that airline are vested in the Contracting Party designating the airline or its citizens; or
 - (b) where that airline fails to comply with the laws and regulations of the Contracting Party granting these rights; or
 - (c) where that 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 and regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

1. Aircraft operated on the specified routes by the designated airline of either Contracting Party, as well as the regular equipment, spare parts, fuel, oil, lubricants and aircraft stores retained on board the aircraft shall be exempted on a basis of reciprocity from any customs duties,

inspection fees and other charges by the other Contracting Party on arrival in and departure from the territory of the other Contracting Party. The above mentioned regular equipment, spare parts and aircraft stores may be unloaded in the territory of the other Contracting Party only after approval has been obtained from the customs authorities of the other Contracting Party.

2. The fuel, oil, lubricants and aircraft stores for consumption replenished to or taken on board the aircraft in the territory of the other Contracting Party by the designated airline of the first Contracting Party for the operation of the specified routes shall be exempted on a basis of reciprocity from customs duties, inspection fees and other charges by the other Contracting Party.
3. Spare parts and regular airborne equipment introduced into the territory of the other Contracting Party for the maintenance and repair of the aircraft operated on the agreed services by the designated airline of the first Contracting Party shall also be exempted on a basis of reciprocity from customs duties, inspection fees and other charges by the other Contracting Party.
4. The articles unloaded in the territory of the other Contracting Party as mentioned in paragraph 1 of this Article as well as the articles introduced into the said territory as mentioned in paragraph 3 of this Article shall be kept under customs supervision and control subject to storage charges, as per the regulations of the other Contracting Party, and shall not be sold or used for other purposes in the said territory until such time as they are re-exported or disposed of in accordance with the regulations of the above mentioned customs authorities.

Article 6

The laws and regulations of either Contracting Party relating to the admission to, stay in, departure from and navigation in its territory of aircraft engaged in the operation of international air services as well as the laws and regulations relating to the admission to, stay in and departure from its territory of passengers, crew, baggage, cargo and mail shall be applicable to the aircraft of the airline designated by the other Contracting Party, its passengers, crew, baggage, cargo and mail carried by such aircraft, while in the territory of the first Contracting Party. Each Contracting Party shall supply the other Contracting Party information relevant to the above mentioned laws and regulations in time.

Article 7

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, baggage, mail and cargo.
2. Whenever the payments system between Contracting Parties is governed by a specified agreement, this agreement shall apply.

Article 8

Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall normally be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from custom duties and

other similar taxes.

Article 9

1. Each Contracting Party shall designate in its territory airport and alternate airports to be used by the designated airline of the other Contracting Party for the operation of the specified routes, and provide the latter with communications, navigational, meteorological and other auxiliary services in its territory as are required for the operation of the agreed services in accordance with provisions laid down in Annex II to the present Agreement.
2. The designated airline of one Contracting Party shall be charged for the use of airport(s), equipment and technical services of the other Contracting Party at the just and reasonable rates prescribed by the other Contracting Party.

Article 10

1. The designated airlines of both Contracting Parties shall have fair and equal opportunities in operating the agreed services on the specified routes.
2. Matters relating to frequency, type of aircraft, schedule, conditions of carriage, sales representation and ground handling in the operation of the specified routes shall be agreed upon through consultation between the designated airlines of both Contracting Parties and shall be subject to the approval of their respective Aeronautical Authorities.
3. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests 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 routes.
4. The agreed services provided by the designated airlines of both 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 satisfy the current and reasonably anticipated requirements for the carriage of passengers, baggage, 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, baggage, cargo and mail both taken up and put down at points on the specified routes in the territory of third countries 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 agreed services passes, after taking account of the other air services established by airlines of the other States comprising the area; and
 - (c) The requirements of through airline operation.

Article 11

1. The tariffs to be charged by the designated airline of one Contracting Party for carriage to or 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, and the tariffs of other airlines.
2. The tariffs referred to in paragraph 1 of this Article shall be agreed upon through consultation

between the designated airlines of both Contracting Parties; where possible, consultation may be made with other airlines operating over the whole and part of the same routes.

3. The tariff so agreed shall be submitted to the Aeronautical Authorities of both Contracting Parties for approval at least sixty (60) days before the proposed date of their introduction.

In special cases, this period may be reduced subject to the agreement of said Authorities.

4. If a tariff cannot be agreed between the designated airlines of both Contracting Parties in accordance with the provisions of paragraph 2 of this Article, or if the Aeronautical Authorities of one Contracting Party give the Aeronautical Authorities of the other Contracting Party notice of its disapproval of a tariff agreed in accordance with the provisions of paragraph 2 of this Article, the Aeronautical Authorities of the two Contracting Parties shall endeavour to determine the tariff by mutual agreement.
5. If the Aeronautical Authorities of the two Contracting Parties cannot agree on any tariff submitted to them under paragraph 3 of this Article, or on the determination of any tariff under paragraph 4 of this Article, the difference of opinion shall be settled in accordance with the provisions of Article 16 of the present Agreement.
6. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established.
7. In case where the Aeronautical Authorities of one Contracting Party notify the Aeronautical Authorities of the other Contracting Party of their intention to terminate the application of a tariff, this tariff shall not remain in force for more than twelve (12) months after the date of receipt of this notification by the Aeronautical Authorities of the other Contracting Party, unless an agreement would be reached during this period.

Article 12

The Aeronautical Authorities of each Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, information and statistics relevant to the traffic to or from the territory of the other Contracting Party carried on the agreed services of the designated airlines of the first Contracting Party.

Article 13

1. For the operation of the specified routes, the designated airline of each Contracting Party shall have the right to set up its representative office at the point of call on the specified routes in the territory of the other Contracting Party. The staff of such representative office shall be citizens of the People's Republic of China and of the Kingdom of Greece, and number of staff shall be agreed upon through consultation between the competent authorities of both Contracting Parties. The staff of such representative office must observe the laws and regulations in force of the country where such office is located.
2. Each Contracting Party shall extend assistance and convenience to the representative office and its staff members of the designated airline of the other Contracting Party and ensure their safety.
3. Each Contracting Party shall ensure the safety of the aircraft, stores and other properties in its territory used on the agreed services by the designated airline of the other Contracting Party.

Article 14

1. Aircraft of the airline designated by one Contracting Party during flights over the territory of the other Contracting Party shall bear its own nationality and registration marks and shall carry certificates of registration, certificates of airworthiness and other aircraft documents established by the Aeronautical Authorities of Contracting Parties and also permission for radio equipment. Pilots and other crew members shall have effective personal certificates of competency.

Each Contracting Party shall recognize the above mentioned valid documents issued by the other Contracting Party. However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flight over its own territory, the certificates of competency and licenses granted to its own citizens by the other Contracting Party or by any third country.

2. The crew members of the designated airline of either Contracting Party flying on the specified routes shall be citizens of their respective countries.

However, citizens of third countries may be employed as crew members for the operation of the agreed services subject to the approval of a list of names to be submitted to the other Contracting Party.

Article 15

In case the aircraft of the designated airline of one Contracting Party is in distress or meets an accident in the territory of the other Contracting Party, the other Contracting Party shall instruct the Authorities concerned to:

- (a) Immediately provide search and rescue operation;
- (b) Inform without delay the first Contracting Party of the accident;
- (c) Provide all security measures for the aircraft and its contents;
- (d) Carry out investigation into the accident;
- (e) Permit the representatives of the first Contracting Party access to the aircraft and participate as observers in the investigation;
- (f) Give clearance to the aircraft and its contents as soon as they are no longer necessary for the investigation;
- (g) Communicate in writing to the first Contracting Party the results of the investigation.

The expenses incurred in connection with the above mentioned investigation shall be borne by the party in whose territory the accident has occurred.

Article 16

Both Contracting Parties shall ensure the correct implementation of the present Agreement in a spirit of close cooperation and mutual support. If any difference of opinion arises in the respect of the interpretation or implementation of the present Agreement, the Aeronautical Authorities of both Contracting Parties shall settle it through consultation in a spirit of friendly cooperation and mutual understanding. Failing to reach agreement, the Contracting Parties shall settle it through diplomatic channels.

Article 17

If either of the Contracting Parties considers it desirable to modify or amend any provision of the present Agreement or its Annexes it may at any time request consultation with the other Contracting Party and such consultation shall begin within a period of sixty (60) days from the

date of receipt of the suggestion by the other Contracting Party.

Any modification or amendment to the present Agreement or its Annexes shall come into force when they have been agreed upon through diplomatic notes between the two Contracting Parties.

Article 18

Annexes I and II to the present Agreement and the notes exchanged in connection hereto shall be an integral part of the present Agreement.

Article 19

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate the present Agreement. The present Agreement shall then terminate twelve months after the date of receipt of the notice by the other Contracting Party. If the above notice is withdrawn before expiry of this period, the present Agreement shall continue to be in force with the concurrence of the other Contracting Party.

Article 20

The present Agreement shall be applied provisionally as from the date of signature and shall enter into force officially after both Contracting Parties have respectively fulfilled their necessary formalities and notified each other to this effect through exchange of diplomatic notes.

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

Done at Peking on this 23rd day of May, 1973, in duplicate in Chinese, Greek and English languages, all three texts being equally authentic.

For the Government of
the People's Republic of China

For the Government
of the Kingdom of Greece

ANNEX I

1. The airline designated by the Government of the People's Republic of China, shall be entitled to operate the agreed services on the following routes in both directions.

Points in China, via Karachi or Rawalpindi, Kabul or Kandahar, Teheran, Bagdad, Kuwait, Damascus, Beirut, Ankara or Istanbul, Cairo to Athens or Thessaloniki, Tirana, Rome, Algiers, Paris, London and/or points of extension in other countries to be agreed upon by the two Contracting Parties.

However, the said airline shall enjoy traffic rights between Athens and one point to be selected at its own option among Rome, Paris and London.

2. The airline designated by the Government of the Kingdom of Greece, shall be entitled to operate the agreed services on the following routes in both directions:

Points in Greece, via intermediate points to be agreed upon by the two Contracting Parties, to Peking or Shanghai or Canton to Tokyo and/or points of extension in other countries to be agreed upon by the two Contracting Parties.

3. The designated airline of either Contracting Party shall not use more than four intermediate points listed above for each service.
4. The aircraft of the designated airlines of both Contracting Parties flying the specified routes may omit any intermediate point and beyond point on their respective routes. In such case, soonest possible submission of notification to this effect is required.
5. In case the designated airline of one Contracting Party desires to operate special or charter flights to or from the territory of the other Contracting Party, the Aeronautical Authorities of the first Contracting Party shall submit request at least three working days before the day of operation to the Aeronautical Authorities of the other Contracting Party which shall be responsible for attending to the clearance formalities as well as for giving reply to the former.

In case the designated airline of one Contracting Party desires to operate additional flights on the specified routes, it shall, under normal circumstances, give notice to the Aeronautical Authorities of the other Contracting Party at least two working days before the day of operation and the flight shall be operated only after approval has been obtained therefrom.

6. Transportation of mail by the designated airlines of both Contracting Parties on the agreed services shall be performed in accordance with the accepted international procedures.

ANNEX II

I. Aeronautical Information Service

1. The competent Authorities of either Contracting Party shall provide the airline designated by the other Contracting Party the following aeronautical information necessary for the operation of the aircraft on the agreed services in the territory of the first Contracting Party:
 - (a) information on the air routes;
 - (b) information on the airport of destination and its alternates;
 - (c) information on radio communications and navigational facilities;
 - (d) rules of the air;
 - (e) air traffic rules and services;
 - (f) meteorological facilities and services;
 - (g) search and rescue system and facilities;
 - (h) aeronautical charts published.
2. Alterations or additions to the above-mentioned information, if any, shall be sent in time to the airline designated by the other Contracting Party in the form of NOTAM. Urgent NOTAM shall be transmitted in a proper way, and where necessary, directly by radio to the aircraft concerned of the airline designated by the other Contracting Party and later on confirmed in writing.
3. Aeronautical information and NOTAMs shall be made available in English. NOTAM code and abbreviations of the international usage shall be used in the transmission of NOTAMs.

II. Meteorological Service

Meteorological service shall be provided in accordance with internationally adopted meteorological technical regulations.

III. Air Traffic Control

1. Crew members of the aircraft of the airline designated by one Contracting Party flying the specified routes shall be fully conversant and strictly compliant with the air traffic control procedures of the other Contracting Party.
2. Prior to departure the pilot-in-command or his representative shall file a flight plan to be approved by the air traffic control services of the aerodrome of departure, and the flight should proceed according to the approved flight plan.

Deviation from the flight plan will be allowed only after clearance has been obtained from the air traffic control services concerned; in emergency where immediate deviation from the flight plan is required and there is no enough time for obtaining clearance from the air traffic control services concerned, the pilot-in-command shall have the right to deviate from the flight plan and concurrently notify the air traffic control services concerned of such deviation. The air traffic control services concerned shall do their best to cooperate with the pilot-in-command who, however, shall be responsible for any consequence arising therefrom.

3. Prior to each flight, the appropriate air traffic services of each Contracting Party shall, with the information available, brief the crew members of the aircraft on the aerodrome of departure, aerodrome of first destination and alternate along the specified routes, including

radio communications and navigation facilities etc, as may be requires for the safe conduct of the flight.

4. The air traffic control services of one Contracting Party shall issue to the aircraft of the airline designated by the other Contracting Party instructions necessary for the safety and regularity of such flight when the aircraft is within its Flight Information Region (F.I.R).

IV. Radio Communications and Navigational Services

1. The procedure of the transmission of messages between the two countries for the purpose of operating the specified routes shall be observed in accordance with the provisions set forth in Addendum to this Annex.
2. Aircraft used in the operation of the specified routes by the airline designated by one Contracting Party shall be provided to the greatest possible extent with equipment fit for operation on the radio communications and navigation facilities provided by the competent Authorities of the other Contracting Party.
3. Aircraft used in the operation of the specified routes shall be equipped with necessary radio frequencies to operate on the ground radio communications and navigation facilities.
4. The pilot-in-command shall maintain a continuous two-way communication on the specified frequency with the designated air traffic control services.
5. English language and aeronautical Q code of the international usage shall be used in the air-ground and point-to-point radio telegraph and radio telephony communications.

V. Consultation

In case of necessity for consultation on matters pertaining to this Annex, such consultation shall be carried out between the competent Authorities of both Contracting Parties.

ADDENDUM TO ANNEX II
Procedures for transmission of
Aeronautical Messages between the two Countries

1. In view of the non-availability of direct point-to-point radio communication link between the competent authorities of the two Contracting Parties, the aeronautical messages between the said authorities shall be relayed via Karachi.
2. Format of international usage shall be applied in the transmission of messages.
3. Greenwich Mean Time shall be used in the transmission of messages.