

AIR TRANSPORT AGREEMENT

between

The Government of the Republic of Uzbekistan

and

The Government of the Hellenic Republic

PREAMBLE

The Government of the Republic of Uzbekistan

and

The Government of the Hellenic Republic

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

Being equally desirous to conclude an Agreement for the purpose of establishing and operating scheduled air services between and beyond their respective territories;

Have agreed as follows:

Article 1

Definitions

For the purpose of the present Agreement, unless the context otherwise requires:

- a. The term "Aeronautical Authorities" means, in the case of the Hellenic Republic, the Governor of the Civil Aviation Authority and any person or body authorized to perform any functions at present exercised by the said Authority or similar functions and, in the case of the Republic of Uzbekistan the General Director of UZBEKISTAN AIRWAYS and any person or body authorized to perform any functions at present exercised by the said Organization or similar functions.
- b. The term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago, on the seventh day of 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.
- c. The term "Agreement" means this Agreement, the Annex attached thereto, and any Protocols or similar documents amending the present Agreement or the Annex.
 - d. The term "designated airline" means, an airline which has been designated and authorized in accordance with the provisions of Article 3 of the present Agreement.
 - e. The term "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.
 - f. The term "capacity" in relation to an aircraft means, the payload of that aircraft available on a route or section of a route and the term "capacity" in relation to "an agreed service" means, the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and a route or section of a route.
 - g. The term "territory" in relation to a State has the meaning of the Article 2 of the Convention.
 - h. The terms "air service", "international air service", "airline" and "stop for non-traffic purposes" shall have the meanings respectively assigned to them in Article 96 of the Convention.
 - i. The term "tariff" means the price to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services performed by the carrier in connection with the air transportation but excluding remuneration and conditions for the carriage of mail.
 - j. The term "user charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property, or facilities.

It is understood that the titles given to the Articles of the present Agreement do in no way restrict or extend the meanings of any of the provisions of the present Agreement.

Article 2

Grant of Rights

- 1.- Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the conduct of scheduled international air services by the designated airline of the other Contracting Party as follows:
 - a. To fly, without landing, across the territory of the other Contracting party;
 - b. To make stops in the said territory for non traffic purposes and
 - c. To make stops in the said territory at points specified for that route in the route schedule annexed to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.
- 2.- Nothing in the provisions of paragraph (1) shall be deemed to confer on the airline of one Contracting Party the right to take on board, 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

Designation and Authorizations

- 1.- Each Contracting Party shall have the right to designate, and inform, through diplomatic channels the other Contracting Party, an airline for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations.

- 2.- On receipt of such designation, the competent authorities of the other Contracting party shall, subject to the provisions of paragraphs 3 and 4 of the present Article, grant without delay to the airline so designated, the appropriate operating authorization.
- 3.- The Aeronautical Authorities of one Contracting Party may require that the airline designated by the other Contracting Party proves to be qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.
- 4.- 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 the designated airline of the rights specified in Article 2 of the present Agreement, 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 the nationals of such Contracting Party, or both.
- 5.- At any time, after the provisions of paragraph (1) and (2) of this Article have been complied with, the airline so designated and authorized may start to operate the agreed services provided that such services shall not be operated unless a tariff established in accordance with the provisions of Article 12 of this Agreement is in force in respect of those services.

Article 4

Suspension and Revocation

- 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 this 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, in any case, where:

- (a) such airline is unable to prove 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 ; or,
 - (b) 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,
 - (c) failure by that airline to comply with the laws and/or regulations of the Contracting Party granting these rights ; or,
 - (d) the airline otherwise fails to operate in accordance with the conditions perescribed under the present Agreement.
- 2.- Unless immediate revocation or suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and/or regulations, such right shall be exercised only after consultation with the other Contracting party, in conformity with Article 14 of this Agreement.

Article 5

Applicability of laws and Regulations

- 1.- The laws, regulations and procedures of the Contracting Party relating to entering into, remaining in or departing 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, while within and departure from the said territory.
- 2.- The laws and regulations of one Contracting Party respecting entry, clearance, staying or transit, emigration or 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, while within and departure from the territory of such Contracting Party.

- 3.- Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 6

Recognition of Certificates and Licenses

- 1.- Certificates of airworthiness, certificates of competency and licenses 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 services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to 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 licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State,
- 2.- If the privileges or conditions of the licenses 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 would 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 14 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 4 of this Agreement.

Article 7
Aviation Security

- 1.- Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention of Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970 and the Convention for the suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts Against the Safety of International Airports, signed at Montreal on 24 February 1988 and all other international instruments in the same field which may be ratified in the future by the Contracting Parties.
- 2.- The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
- 3.- The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties ; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.
- 4.- Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) above required by the other Contracting party for entry into, while within, or departure from the territory of that other Contracting Party.

Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to screen passengers and their carry-on items and to carry out appropriate checks on crew, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

Article 8

Commercial Opportunities

- 1.- The designated airline of one Contracting party shall have the right to maintain its own representation in the territory of the other Contracting Party.
- 2.- The designated airline of one Contracting Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the provision of air services.
- 3.- In case of nomination of a general agent or a general sales agent, this agent shall be appointed in accordance with the relevant applicable laws and regulations of each Contracting party.
- 4.- Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly or through its agents and any person shall be able to purchase such transportation in accordance with the national laws and regulations.

- 5.- Each Contracting Party shall grant, to the designated airline of the other Contracting Party, the right to transfer to its Country on demand, in accordance with the foreign exchange regulations in force, the excess of receipts over expenditure achieved in connection with the carriage of passengers, cargo and mail on the agreed services in the territory of the other Contracting Party.
- 6.- If one Party imposes restrictions on the transfer of the excess of receipts achieved by the designated airline of the other Contracting Party the other Party will also have the right to impose the same restrictions to the other party's airline.

Article 9

Exemption from customs and other duties

- 1.- Each Contracting Party shall on a basis of reciprocity, exempt the designated airline of the other Contracting Party under its national law from import restrictions, customs duties, other 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 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 in 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 10

User Charges

Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities under its control.

Each of the Contracting Parties agree, however, that such charges shall not be higher than those paid for the use of such airports and facilities by any designated airline engaged in similar international services.

Article 11

Capacity Regulations and Approval of Timetables

- 1.- The disignated airlines of the Contracting Parties shall be afforded fair and equal treatment in order that they may enjoy equal opportunities in the operation of the agreed services on the specified routes.
- 2.- In operating the agreed services the designated airline of each Contracting Party shall take into account the interests of the 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.

- 3.- The agreed services provided by the designated airlines of the Contracting Parties shall have as their primary objective the provision, at a reasonable load factor or capacity adequate to carry the current and reasonable anticipated requirements for carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the territory of the other Contracting Party.
- 4.- Provision for the carriage of passengers, cargo and mail both taken on board and discharged at points on routes to be specified in the territories of states other than that designating the airline shall be agreed upon between the two Contracting Parties.
- 5.- The capacity to be provided including the frequency of services and the type of aircraft to be used by the designated airlines of the Contracting Parties on the agreed services shall be agreed upon by the Aeronautical Authorities upon recommendation made by designated airlines. The designated airlines shall make such recommendation after due consultations between them taking into account the principles laid down in paragraphs 1, 2 and 3 of this Article.
- 6.- In case of disagreement between the designated airlines of the Contracting Parties the issues referred to in paragraph 5 above shall be resolved by agreement between the Aeronautical Authorities of the two Contracting Parties. Until such agreement has been reached, the capacity provided by the designated airlines shall remain unchanged.
- 7.- The designated airline of each Contracting Party shall submit for approval to the Aeronautical Authorities of the other Contracting Party not later than thirty days prior to the introduction of services on the specified routes the flight timetables.

This shall, likewise, apply to later changes. In special cases, this time limit may be reduced subject to the approval of the said authorities.

Article 12

Air Transport Tariffs

- 1.- The tariffs to be charged by the airlines of the Contracting Parties for the agreed services shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service and, where it is deemed suitable, the tariffs of other airlines operating scheduled services over the whole or part of the same routes.
- 2.- The Tariffs referred to in paragraph 1 of this Article shall be established according to the following rules :
 - (a) When the designated airlines of both Contracting Parties are members of an international airline association, e.g. International Air Transport Association, with a rate-fixing mechanism and a tariff resolution already exists in respect of the agreed services, the tariffs shall be agreed upon by the designated airlines of the Contracting Parties in accordance with such tariff resolution. Unless otherwise determined in the application of this Article, each designated airline shall be responsible only to its Aeronautical Authorities for the justification and reasonableness of the tariffs so agreed.
 - (b) When there is no tariff resolution in respect of the agreed services or where either or both of the designated airlines of the Contracting Parties are not members of the same airline association referred to in paragraph (a) above, the designated airlines of the Contracting Parties shall agree between themselves on the tariffs to be charged in respect of the agreed services.
 - (c) The tariffs so agreed upon shall be submitted for approval by the Aeronautical Authorities of the Contracting Parties at least sixty (60) days before the proposed date of their introduction. This time limit may be reduced, subject to the consent of the said Authorities.

(d) In case the designated airlines of the Contracting Parties fail to agree on the tariffs to be charged, or where a Contracting Party has not designated its airline for the operating of the agreed services, or where during the first thirty (30) days of the sixty (60) days period referred to in subparagraph (c) above, the Aeronautical Authorities of a Contracting Party give the Aeronautical Authorities of the other Contracting Party notice of their dissatisfaction with any tariff agreed between the designated airlines of the Contracting Parties in accordance with subparagraph (a) and (b) above, the Aeronautical Authorities of the Contracting Parties shall try to reach an agreement on the appropriate tariffs to be charged.

3.- (a) No tariff shall come into force if the Aeronautical Authorities of either Contracting Party have not approved it.

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

4.- If the Aeronautical Authorities cannot agree on any tariff submitted to them under the provisions of this Article or the determination of any tariff the dispute shall be settled in accordance with the provisions of Article 15 of the present Agreement.

5.- 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 paragraph (4) of this Article shall apply.

Article 13

Supply of Statistics

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such information and statistics relating to the traffic carried on the agreed services by the designated airline of the first Contracting Party to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airline to their National Aeronautical Authorities. Any additional statistical traffic data which the Aeronautical Authorities of one Contracting Party may desire from the Aeronautical Authorities of the other Contracting Party shall, upon request, be a subject of mutual discussion and agreement between the two Contracting Parties.

Article 14

Consultations and Modifications

- 1.- Each Contracting Party or its Aeronautical Authorities may at any time request consultations with the other Contracting party or with its Aeronautical Authorities.
- 2.- A consultation requested by one of the Contracting Parties or their Aeronautical Authorities shall begin within a period of sixty (60) days of the date of receipt of the request.
- 3.- Any modification to this Agreement shall enter into force when the two Contracting Parties will have notified each other of the fulfilment of their constitutional procedures relating to the conclusion and the entering into force of international agreements.
- 4.- Notwithstanding the provisions of paragraph (3), modifications to the route schedule annexed to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. They shall enter into force after having been confirmed by an exchange of diplomatic notes.

Article 15

Settlement of Disputes

- 1.- If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement and its Annex, the Contracting Parties shall in the first place endeavour to settle it by negotiations.
- 2.- If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for an advisory opinion to some person or body.
- 3.- If the Contracting Parties fail to reach a settlement pursuant to paragraphs 1 and 2 above, the dispute shall be referred to a Tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be agreed upon by the two so nominated. 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 by such a Tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate its arbitrator 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 may require ; provided that if the President of the Council of the International Civil Aviation Organization is a national of either Contracting Party, the senior Vice-President of the Council or if he is such a national, the Senior Member of the Council who is not such a national may be requested to make the appointments as the case may be. The third arbitrator, however, shall be a national of a third state and shall act as the President of the Tribunal and shall determine the place where arbitration will be held.
- 4.- The Tribunal shall determine its own procedures.
- 5.- The expenses of the Tribunal shall be shared equally between the Contracting Parties.
- 6.- The Contracting Parties undertake to comply with any decision delivered in application of the present Article.

7.- If and so long as either Contracting Party or its designated airline fail to comply with a decision given under paragraph (3) of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement.

Article 16

Termination

Either Contracting Party may at any time give written notice to the other Contracting Party of its intention to terminate this Agreement, through diplomatic channels ; such notice shall simultaneously be communicated to the International Civil Aviation Organization.

In such case the Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 17

Conformity with Multilateral Conventions

If a general multilateral air transport convention or agreement, comes into force in respect of both Contracting Parties, this Agreement and its Annex could be amended accordingly.

Article 18

Registration

This Agreement, its Annex and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 19

Entry into Force

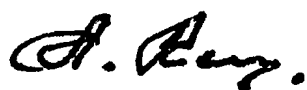
This Agreement shall enter into force on the date of the last notification through diplomatic channels by either Contracting Party to the other that it has been complied with its constitutional requirements for the entry into force of this Agreement.

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

Done at *Tashkent* in duplicate, this DAY *26 November 1996*
in the Greek, Uzbek and English
languages, all three texts being equally authentic.

In case of difference of interpretation the English text shall prevail.

For the Government of
the Republic of Uzbekistan



For the Government of
the Hellenic Republic



A N N E X
ROUTE SCHEDULE

1. SCHEDULE I

Routes to be operated by the designated airline of the Republic of Uzbekistan

Points in Uzbekistan - Athens, Greece

2. SCHEDULE II

Routes to be operated by the designated airline of the Hellenic Republic.

Points in Greece - Tashkent, Uzbekistan

3. Intermediate points and points beyond may be served by the designated airlines. Fifth freedom traffic rights shall be exercised between such points and the territory of the other Contracting Party after an agreement to that effect is reached between the designated airlines and approved by the respective Aviation Authorities of the two Contracting Parties.