

Air Services Agreement

between

The Government of the Republic of India

and

The Government of the Hellenic Republic

PREAMBLE

The Government of the Republic of India and the Government of the Hellenic Republic (hereinafter referred to as the "Contracting Parties");

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December, 1944;

Desiring to promote international air services between their respective territories;

Desiring to promote an international aviation system based on competition among airlines; and

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services and undermine public confidence in the safety of civil aviation;

Have agreed as follows:

Article 1

Definitions

For the purposes of this Agreement, unless the context otherwise states, the term:

- (1) "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 India, the Director General of Civil Aviation, and any person or body authorized to perform any functions at present exercised by the said Organization or similar functions;
- (2) "agreement" means this Agreement, the Annexes attached thereto, and any Protocols or similar documents amending the present Agreement or the Annexes;
- (3) "air service", "international air service", "airline" and "stop for non-traffic purposes", shall have the same meaning as assigned to them in Article 96 of the Convention;
- (4) "agreed services" means scheduled air services on the routes specified in the Annex I to this Agreement for the transport of passengers, cargo and mail, separately or in combination;
- (5) "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;
- (6) "convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December, 1944, and includes any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annexes or amendments are at any given time effective for both Parties;
- (7) "designated airline" means an airline designated and authorised in accordance with Article 3 (Designation and Authorisation of Airlines) of this Agreement;
- (8) "full cost" means the cost of providing service plus a reasonable charge for administrative overhead;
- (9) "intermodal air transportation" means the public carriage by aircraft and by one or more modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

- (10) "tariff" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air service charged by airline(s), including their agents, and the conditions governing the availability of such fare, rate or charge;
- (11) "territory" shall have the same meaning as assigned to it in Article 2 of the Convention;
- (12) "user charges" means a charge imposed on airline(s) for the provision of airport, air navigation or aviation security facilities or services, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;
- (13) [*"EU Treaties" means the Treaty on European Union and the Treaty on the Functioning of the European Union.*]

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.

* Shall enter into force after the EU/India Horizontal Agreement comes into force.

Article 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section or part of the Annex I to this Agreement. Such services and routes shall hereinafter be called "the agreed services" and "the specified routes", respectively.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy the following rights:
 - (a) to fly without landing across the territory of the other Contracting Party;
 - (b) to make stops in the territory of the other Contracting Party for non-traffic purposes; and
 - (c) while operating an agreed service at the points specified for that route in the Annex I to this Agreement, the airline(s) designated by each Contracting Party shall also enjoy the right to embark and disembark, in the territory of the other Contracting Party, international traffic in passengers and cargo including mail, separately or in combination.
3. The airline(s) of each Contracting Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in clauses (a) and (b) of paragraph (2) of this Article.
4. Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo including mail destined for another point in the territory of that other Contracting Party.
5. If because of special and unusual circumstances, a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.
6. The designated airlines of one Contracting Party shall have the right to use airways, airports and other facilities provided by the other Contracting Party on a non-discriminatory basis.

Article 3

Designation and Authorisation of Airlines

1. Each Contracting Party shall have the right to designate, and inform, through diplomatic channels the other Contracting Party, one or more airlines for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations.
2. On receipt of such a designation, the other Contracting Party shall grant the appropriate authorizations and permissions with the minimum procedural delay, provided:
 - a) *[in the case of an airline designated by the Hellenic Republic:*
 - i) *it is established in the territory of the Hellenic Republic under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and*
 - ii) *effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and*
 - iii) *it is owned and shall continue to be owned directly or through majority ownership by European Union Member States and/or nationals of Member States, and/or by other states listed in Annex II and/or nationals of such other states, and shall at all times be effectively controlled by such states and/or such nationals.]*
 - b) *in the case of an airline designated by the Republic of India:*
 - i) *it is established in the territory of the Republic of India and is licensed in accordance with the applicable law of the Republic of India; and*
 - ii) *It has its substantial ownership and effective control vested in the Government of Republic of India or its nationals.*
 - c) *the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied - in conformity with the provisions of the Convention - to the operation of international air services by the Contracting Party receiving the designation.*
 - d) *the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 9 (Safety) and Article 10 (Aviation Security).*

* Shall enter into force after the EU/India Horizontal Agreement comes into force.

3. On receipt of the operating authorization under paragraph (2), a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

Article 4

Revocation or Suspension of Operating Authorisation

1. Either Contracting Party may refuse, revoke, suspend or limit the operating authorization or technical permissions of an airline designated by the other Contracting Party, where:

a) *[in the case of an airline designated by the Hellenic Republic:*

- i) *it is not established in the territory of the Hellenic Republic under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or*
- ii) *effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator's Certificate or the relevant aeronautical authority is not clearly identified in the designation;*
- iii) *the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States and/or nationals of Member States, and/or by other states listed in Annex II and/or nationals of such other states,*
- iv) *the airline is already authorised to operate under a bilateral agreement between the Republic of India and another EU Member State and by exercising traffic rights under this Agreement on a route that includes a point in that other EU Member State, it would be circumventing restrictions on the traffic rights imposed by that other agreement; or*
- v) *the airline designated holds an Air Operators Certificate issued by a EU Member State with which the Republic of India does not have a bilateral air services agreement and that EU Member State has denied traffic rights to the Republic of India.]*

b) *in the case of an airline designated by the Republic of India:*

* Shall enter into force after the EU/India Horizontal Agreement comes into force.

- i) it is not established in the territory of the Republic of India or it is not licensed in accordance with the applicable law of the Republic of India; and
 - ii) Its substantial ownership and effective control are not vested in the Government of the Republic of India or its nationals.
- c) such airline is unable to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied in conformity with the Convention to the operation of international air services by the Contracting Party receiving the designation; or
 - d) the airline fails to comply with the laws and/or regulations of the Contracting Party granting these rights; or
 - e) the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.
2. Unless immediate action is essential to prevent further non-compliance with clauses (c), (d) and (e) of paragraph (1) of this Article, the rights established by this Article shall be exercised only after consultation with the other Contracting Party.
3. This Article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorisation of an airline of the other Contracting Party in accordance with the provisions of Article 9 (Safety) and Article 10 (Aviation Security).

Article 5

Principles governing operation of Agreed Services

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.
2. The capacity to be provided and the frequency of services to be operated by the designated airline(s) of each Contracting Party shall be agreed between both Contracting Parties.
3. Any increase in the capacity to be provided and the frequency of services to be operated by the designated airlines of each Contracting Party shall be subject to agreement between both Contracting Parties. Pending such an agreement or settlement, the capacity and frequency entitlements already in force shall prevail.

Article 6

Application of Laws

1. While entering, within, or leaving the territory of one Contracting Party, its laws, regulations and procedures relating to the operation and navigation of aircraft shall be complied with by the designated airlines of the other Contracting Party.
2. While entering, within, or leaving the territory of one Contracting Party, its laws, regulations and procedures relating to the admission into or departure from its territory of passengers, baggage, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs, currency, health, sanitary and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or shippers of cargo of the designated airlines of the other Contracting Party.
3. Neither Contracting Party shall give preference to its own or to any other airline over a designated airline of the other Contracting Party engaged in similar international air services in the application of the laws and regulations and procedures provided for in this Article.
4. Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving areas of the airport reserved for such purpose shall be subject to no more than a simplified control, except in respect of security measures against violence, air piracy, narcotics control etc.

Article 7

User Charges

1. User charges that may be imposed by the competent charging authorities of each Contracting Party on the designated airline(s) of the other Contracting Party shall be just, reasonable, non-discriminatory, and equitably apportioned among all categories of users. Such user charges shall be assessed on the designated airline(s) of the other Contracting Party on terms not less favourable than the terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the designated airline(s) of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities of providing the appropriate airport, environmental, air navigation and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Contracting Party shall encourage consultations between the competent charging authorities in its territory and the designated airline(s) using the services and facilities. Each Contracting Party shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate and transparent review of the reasonableness of the charges in accordance with the principles stated in paragraphs (1) and (2) of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in the user charges to enable the users to express their views before changes are implemented.

4. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 20 (Settlement of Disputes), to be in breach of a provision of this Article, if:

- (i) it has undertaken a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable time; and
- (ii) following such a review, it has taken all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 8

Exemption of Customs Duties and Taxation

1. Each Contracting Party shall, on the principle of reciprocity, exempt the designated airline(s) of the other Contracting Party under its relevant applicable legislation from import restrictions, customs duties, other taxes, excise duties, 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(s) of such other Contracting Party operating the agreed services, as well as ground equipment introduced in the territory of either Contracting Party in order to be used in the offices of the designated airline within the limits of the international airports to which the designated airline(s) operate, ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by the designated airline(s) under its relevant applicable law.

2. The exemptions under this Article shall be granted only if the items referred to in paragraph (1) are :

- (a) introduced into the territory of one Contracting Party by or on behalf of the designated airline(s) of the other Contracting Party; and/or
- (b) retained on board aircraft of the designated airline(s) of one Contracting Party upon arrival in or leaving the territory of the other Contracting Party; and/or
- (c) taken on board aircraft of the designated airline(s) of one Contracting Party in the territory 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 the ownership and/or use of such items is not transferred in the territory of the said Contracting Party without the payment of the relevant customs duties and taxes.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airline(s) 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 a 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 the customs provisions in force.

Article 9

Safety

1. Either Contracting Party may request consultations concerning the safety standards maintained in respect of an airline designated by the other Contracting Party relating to aeronautical facilities, aircrews, aircraft and their operation. Such consultations shall take place within 30 days of the request or any longer period as may be agreed between the Contracting Parties.

2. If, following such consultations, one Contracting Party finds that safety standards in the areas referred to in paragraph (1) that meet the minimum standards established at that time in accordance with the Convention are not effectively maintained and administered in respect of airline(s) designated by the other Contracting Party, the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Contracting Party shall take appropriate corrective action.

3. Each Contracting Party reserves the right to suspend or limit the operating authorization of an airline(s) designated by the other Contracting Party in the event the other Contracting Party does not take appropriate corrective action within 30 days from the date of such notification as specified in paragraph (2) of this Article.

4. Notwithstanding the provisions of Article 33 of the Convention, it is agreed that any aircraft operated by or on behalf of the designated airline(s) of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

5. If any such ramp inspection or series of ramp inspections gives rise to:

- serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
- serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements, under which the certificates or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

6. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with

paragraph (4) of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (5) of this Article arise and draw the conclusions referred to in that paragraph.

7. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

8. Any action by one Contracting Party in accordance with paragraphs (3) or (7) of this Article shall be discontinued once the basis for taking that action ceases to exist.

9. *[Where the Hellenic Republic has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorisation of that airline.]*

* Shall enter into force after the EU/India Horizontal Agreement comes into force.

Article 10

Aviation Security

1. In accordance with their rights and obligations under international law, both 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 on Offences and Certain other Acts Committed on Board Aircraft, done at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on September 23, 1971, the Protocol for the Suppression of Unlawful Acts Against the Safety of International Airports done at Montreal on February 24, 1988, the Convention on Marking of Plastic Explosives, done at Montreal on March 1, 1991, and any other international instruments on aviation security which may be ratified in the future by the Contracting Parties.

2. Upon request, both Contracting Parties shall provide each other with all necessary assistance to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, of their passengers and crew, of airports and air navigation facilities, and address any other threat to the security of civil air navigation.

3. Both Contracting Parties shall, in their mutual relations, act in conformity with all aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in the territory of the Contracting Parties *[or, in the case of the Hellenic Republic, operators of aircraft which have valid Operating Licences in accordance with European Union law]*^{*}, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for entry into, departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, *[including, in the case of the Hellenic Republic, European Union law]*^{*}. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to screen passengers, crew and their baggage and carry-on items as well as 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 special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of such aircraft, passengers, crew, aircraft,

^{*} Shall enter into force after the EU/India Horizontal Agreement comes into force.

airports or air navigation facilities occurs, both Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within 15 days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation of the designated airline(s) of that Contracting Party. When required by an emergency, either Contracting Party may take interim action prior to the expiry of 15 days.

7. Any action taken in accordance with paragraph (6) shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

Article 11

Commercial Opportunities

1. The airline(s) of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for promotion and sale of air services and other ancillary products and facilities required for the provision of air services.
2. The airline(s) of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to 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 and other ancillary products and facilities. Such staff requirements may, at the option of the airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organisation or company operating in the territory of the other Contracting Party and authorised to perform such services in the territory of such other Contracting Party.
3. Any airline of each Contracting Party may engage in the sale of air services and its ancillary products, services and facilities in the territory of the other Contracting Party directly and, at the airline's discretion, through its agents. For this purpose, the airline shall have the right to use its own transportation documents and any person shall be free to purchase such transportation and its ancillary products, services and facilities in the currency of that territory or in freely convertible currencies, in accordance with the relevant applicable laws and regulations.
4. The airlines of each Contracting Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies in accordance with the foreign exchange regulations in force.
5. Each Contracting Party shall grant, to the airline(s) of the other Contracting Party, the right to convert and transfer on demand, in any freely convertible currency, the excess of receipts over expenditure achieved in connection with operation and/or sale of air services and its ancillary products, services and facilities in the territory of other Contracting Party, as well as the interest earned on such revenues (including interest earned on deposits awaiting transfer).
6. If one Contracting Party imposes restrictions on the transfer of the excess of receipts achieved by the airline of the other Contracting Party, the other Contracting Party will also have the right to impose the same restrictions to the other Contracting Party's airline.
7. Notwithstanding anything contained in this Article, the exercise of rights under this Article shall be in accordance with the applicable domestic rules and regulations as well as domestic tax laws and applicable Double Taxation Avoidance Agreement.

Article 12

Co-operative Marketing Arrangements

1. While operating or holding out the agreed services on the specified routes, the designated airline(s) of each Contracting Party may enter into co-operative marketing arrangements, such as code-share, block space or any other joint venture arrangement, with –
 - (a) the designated airline(s) of the same Contracting Party; or
 - (b) the designated airline(s) of the other Contracting Party; or
 - (c) the designated airline(s) of a third country.
2. The designated airlines of one Contracting Party may also enter into co-operative marketing arrangements with the designated airlines of the other Contracting Party to market services, beyond the point(s) of entry, to other points within the territory of the other Contracting Party (domestic code share), as specified in their respective Route Schedules, without exercising cabotage rights between these points.
3. The operating airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights and the capacity entitlements and meet the requirements normally applied to such arrangements.
4. All marketing airline(s) involved in the co-operating arrangements shall hold the underlying route rights and meet the requirements normally applied to such arrangements.
5. The total capacity operated by the air services performed under such arrangements shall be counted only against the capacity entitlement of the Contracting Party designating the operating airline(s). The capacity offered by the marketing airline(s) on such services shall not be counted against the capacity entitlement of the Contracting Party designating that airline.
6. The designated airline(s) of either side shall be allowed to transfer traffic between aircraft involved in the code share operations without restriction as to number, size and type of aircraft.
7. In addition to the operating airline(s), the aeronautical authorities of each side may require the marketing airline(s) to file schedules for approval and also provide any other documents before commencement of air services under the co-operative marketing arrangements.
8. When holding out services for sale under such arrangements, the concerned airline or its agent shall make it clear to the purchaser at the point of sale as to which airline shall be the operating airline on each sector of the service and with which airline(s) the purchaser is entering into a contractual relationship.
9. Before providing code sharing services, the code sharing partners shall agree as to which Contracting party shall be responsible for security, safety, facilitation, liability and other consumer related matters. Such an agreement shall be filed with the aeronautical authorities of both Contracting Parties before implementation of the code-share arrangements.

Article 13

Intermodal Services

The designated airline(s) of each Contracting Party shall be permitted to employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Contracting Party and third countries. Such airline(s) may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other carriers. The intermodal services may be offered as a through service and at a single price for the air and intermodal transport combined, provided that passengers and shippers are informed as to the providers of such transportation.

Article 14

Approval of Schedules

1. The aeronautical authorities of each Contracting Party shall require the designated airline(s) of the other Contracting Party to file for their consideration and approval, at least 30 days prior to the inauguration of the agreed services, flight schedules containing the information pertaining to the type of service and its frequency, the type of aircraft to be used and the flight timings at each point. Similar information shall also be provided at least 30 days in advance for each IATA traffic season and also as and when any changes are to be introduced regarding operation of the agreed services.

2. The designated airline(s) of each Contracting Party shall also furnish any other information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

Article 15

Provision of Statistics

1. The aeronautical authorities of each Contracting Party shall provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried during each month on the agreed services to and from the territory of that other Contracting Party, showing the points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as soon as possible after the end of each month, but not later than 30 days following the month to which they relate.

2. The aeronautical authorities of each Contracting Party shall, on request, provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Contracting Party statistics relating to true origin and destination of traffic carried to and from the territory of that other Contracting Party.

Article 16

Tariff

1. The tariffs in respect of the agreed services operated by the designated airline(s) of each Contracting Party shall be established by each designated airline based upon its commercial considerations in the market place at reasonable levels, due regard being paid to all relevant factors, including the cost of operation and reasonable profit.
2. The tariffs established under paragraph (1) shall not be required to be filed by the designated airline(s) of one Contracting Party with the aeronautical authorities of the other Contracting Party.
3. Notwithstanding the foregoing, each Contracting Party shall have the right to intervene so as to:
 - (a) prevent tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) protect consumers from tariffs that are excessive or restrictive due to the abuse of a dominant position; and
 - (c) protect airlines from tariffs that are predatory or artificially low.
4. For the purposes set out in paragraph (3) of this Article, the aeronautical authorities of one Contracting Party may require the designated airlines of the other Contracting Party to provide information relating to the establishment of the tariffs.
5. If one Contracting Party believes that the tariff charged by designated airline(s) of the other Contracting Party is inconsistent with the considerations set forth in paragraph (3) of this Article, it shall notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible and request consultations which shall be held not later than 30 days after receipt of the request. If the Parties reach an agreement with respect to the tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. In the absence of such an agreement, the previously existing tariff shall continue to be in effect.

Article 17

Multilateral Agreements

1. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention in-so-far as those provisions are applicable to international air services.
2. If, after entry into force of this Agreement, both Contracting Parties become party to a multilateral agreement that addresses matters covered by this Agreement, either Contracting Party may request consultations to determine whether this Agreement should be revised to take into account the multilateral agreement.

Article 18

Consultations

1. Either Contracting Party may, at any time, make a request in writing for consultation on the interpretation, application, implementation or amendment of this Agreement or compliance with this Agreement.
2. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of 60 days from the date on which the other Contracting Party receives the request.

Article 19

Amendment

1. This Agreement may be amended by written agreement of the Contracting Parties.
2. Any amendment so agreed shall enter into force in accordance with the provisions of Article 23 of this Agreement.
3. Notwithstanding paragraph (2), the Contracting Parties may agree to give immediate effect to an amendment to the Annex I (Route Schedule) to this Agreement.

Article 20

Settlement of Disputes

1. Any dispute arising under this Agreement that is not resolved by formal consultations may be referred, by agreement of the Contracting Parties, to some person or body for decision. If the Contracting Parties do not so agree, the dispute shall, at the request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth below.
2. Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:-
 - (a) Within 30 days after the receipt of a request for arbitration, each Contracting Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;
 - (b) If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with clause (a) of this paragraph, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is of the same nationality as one of the Contracting Parties, the senior-most Vice President who is not disqualified on that ground shall make the appointment. In the event that either the President or the senior-most qualified Vice President appoints the third arbitrator under this paragraph, that third arbitrator shall not be a national of either of the Contracting Parties.
3. Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own rules of procedure. The tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the tribunal or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 15 days after the tribunal is fully constituted.
4. Except as otherwise agreed or as directed by the tribunal, each Contracting Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Contracting Party or on its own initiative within 15 days after replies are due.
5. The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the tribunal shall prevail.

6. Either Contracting Party may make a request for clarification on the decision within 15 days after it has been rendered and the clarification shall be issued within 15 days of such request.

7. Each Contracting Party shall, to the extent consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

8. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedure set out in clause (b) of paragraph (2) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 21

Termination

Either Contracting Party may, at any time, give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement of the Contracting Parties before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

Article 22

Registration with ICAO

This Agreement and all amendments thereto shall, upon signature, be registered with the International Civil Aviation Organization by both Contracting Parties.

Article 23

Entry into Force

This Agreement shall enter into force on the date of the later note in an exchange of diplomatic notes between the Contracting Parties confirming that each Contracting Party has completed the necessary internal procedures for entry into force of this Agreement and its Annexes.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done at New Delhi in two authentic copies, this 27 day of November 2017
in the English language.



For the Government of
the Republic of India



For the Government of
the Hellenic Republic

Annex I

Route Schedule

Section I

Routes for the airlines designated by the Government of the Republic of India:

Points of Origin	Intermediate Points	Points in the Hellenic Republic	Beyond Points
Points in India	Any Points	Athens, Thessaloniki, Heraklion and any 3 additional points to be specified by India	Any Points

Section II

Routes for the airlines designated by the Government of the Hellenic Republic :

Points of Origin	Intermediate Points	Points in India	Beyond Points
Points in the Hellenic Republic	Any Points	New Delhi, Mumbai, Bengaluru, Kolkata, Hyderabad, Chennai	Any Points

Section III

1. Points mentioned in Section I and Section II need not necessarily be served in the order named.
2. Intermediate and beyond points on the specified routes may at the option of the designated airline(s), be omitted on any or all flights.
3. Any intermediate points and any points beyond shall be served by the designated airlines of Contracting Parties without exercise of 5th freedom traffic rights between points in the territory of third countries and points in the territory of the other Contracting Party.

4. The right of the designated airlines of each Contracting Party to operate flights for the carriage of passengers, baggage, cargo and mail between the points in the territory of the other Contracting Party and points in the territory of third countries (5th freedom traffic rights) shall be subject to a separate agreement between the Contracting Parties.
5. Two or more points in the territory of one Contracting Party shall not be served on the same flight by the designated airline(s) of the other Contracting Party.

[ANNEX II]

List of other States referred to in Article 3 and 4 of this Agreement

- (a) **The Republic of Iceland** (under the Agreement on the European Economic Area);
- (b) **The Principality of Liechtenstein** (under the Agreement on the European Economic Area);
- (c) **The Kingdom of Norway** (under the Agreement on the European Economic Area);
- (d) **The Swiss Confederation** (under the Agreement between the European Community and the Swiss Confederation on Air Transport) ^{*}

^{*} Shall enter into force after the EU/India Horizontal Agreement comes into force.