

No. 9606

**UNITED STATES OF AMERICA
and
UNION OF SOVIET SOCIALIST REPUBLICS**

Civil Air Transport Agreement (with annex, supplementary agreement and exchange of notes). Signed at Washington on 4 November 1966

Authentic texts : English and Russian.

Registered by the United States of America on 6 June 1969.

**ÉTATS-UNIS D'AMÉRIQUE
et
UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES**

Accord relatif aux transports aériens civils (avec annexe, accord supplémentaire et échange de notes). Signé à Washington le 4 novembre 1966

Textes authentiques : anglais et russe.

Enregistré par les États-Unis d'Amérique le 6 juin 1969.

CIVIL AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics, desiring to conclude an Agreement for the purpose of establishing air transport services, have appointed their plenipotentiaries, who have agreed as follows :

Article 1

Each Contracting Party grants the other Contracting Party the rights enumerated in this Agreement and the Annex hereto for the purpose of establishing and operating the air services (hereinafter called "agreed services") envisaged herein. The Annex to this Agreement shall be deemed an integral part of this Agreement, and all references to the Agreement shall refer also to the Annex.

Article 2

1. The flight routes of aircraft on the agreed services and the points for crossing national boundaries shall be established by each Contracting Party within its territory.
2. All technical and commercial questions not covered by this Agreement concerning the flights of aircraft and the transportation of passengers, baggage, cargo, and mail on the agreed services, as well as all such questions concerning commercial cooperation, in particular the establishment of schedules, frequency of flights, capacity (as set forth in Article 3 of this Agreement), fares and rates, servicing of aircraft on the ground, and methods of financial accounting, shall be resolved by agreement between the designated airlines.
3. The agreement between the designated airlines and amendments thereto shall be subject to approval by the appropriate authorities of the Contracting Parties. After the airline agreement has thus been approved and all other requirements with respect to the operation of the agreed services have been complied with, the Contracting Parties shall by an exchange of notes specify a date on which the agreed services may commence.

¹ Came into force on 4 November 1966 by signature, in accordance with article 17 of the Agreement and article V of the Supplementary Agreement.

Article 3

1. The capacity to be provided by each designated airline on the agreed services shall be related primarily to the requirements of the traffic having its initial origin or ultimate destination in the territory of the Contracting Party whose nationality the airline possesses. Such origin and destination is determined by the ticket or air waybill. Traffic which transits the territory of a Contracting Party, with or without stopover, shall not be considered to have its origin or destination in that territory.

2. The designated airline of each Contracting Party shall submit periodically to the other Contracting Party traffic statistics as shall be specified in the airline agreement.

3. There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate and promote the agreed services, and the airline agreement shall contain appropriate provisions to implement this principle.

Article 4

All fares and rates to be charged pursuant to the airline agreement for traffic which moves over the agreed services for all or part of its transportation by air shall be established at reasonable levels, due regard being paid to all relevant factors, such as costs of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service. Such fares and rates shall be filed with the appropriate authorities of the Contracting Parties.

Article 5

Each Contracting Party reserves the right to withhold, suspend, or revoke permission to operate the agreed services from the designated airline of the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals or agencies of the other Contracting Party. Such action may also be taken by either Contracting Party in case of the failure of the airline of the other Contracting Party to comply with the laws and regulations of the first Contracting Party referred to in Article 9 of this Agreement, or in case of failure of the airline or the other Contracting Party to perform its obligations under this Agreement or under the Supplementary Agreement referred to in Article 6 of this Agreement or to fulfill the conditions under which the rights are granted in accordance with this Agreement on the basis of reciprocity. Such action shall normally be taken only after

prompt consultation between the appropriate authorities of the Contracting Parties, except in case of a failure to comply with laws and regulations referred to in Article 9, Paragraphs 1 and 2.

Article 6

The Contracting Parties shall take all necessary measures to ensure safe and effective operation of the agreed services. To this end, they shall conclude a Supplementary Agreement relating to such measures.

Article 7

1. Fees and other charges for the use by the Soviet airline of each airport, including its structure, technical and other facilities and services, as well as any charges for the use of airways and communications facilities and services, and charges for fuels and lubricants, in the territory of the United States of America shall be made at established levels.

2. Fees and other charges for the use by the United States airline of each airport, including its structure, technical and other facilities and services, as well as any charges for the use of airways and communications facilities and services, and charges for fuels and lubricants, in the territory of the Union of Soviet Socialist Republics shall not be higher than the fees and other charges which are levied upon the Soviet airline for similar facilities and services within the territory of the United States of America.

Article 8

1. Aviation fuel, lubricants, spare parts (assembled or unassembled) and other materials and equipment, delivered to or taken on board in the territory of one Contracting Party exclusively for the operational needs of the designated airline of the other Contracting Party, shall be exempt on a basis of reciprocity from customs duties, taxes, inspection fees and other national duties and charges.

2. Aircraft being operated on the agreed services, as well as spare parts (assembled or unassembled), provisions and other materials and equipment which are retained on board the aircraft of the designated airline of one Contracting Party, shall be exempt on the basis of reciprocity within the territory of the other Contracting Party from customs duties, taxes, inspection fees, and other national

duties and charges, even in the event that these materials are used by such aircraft during flight over such territory, except in those cases where they are disposed of in the territory of the other Contracting Party.

3. Each Contracting Party shall ensure the provision at a reasonable price or facilitate the importation into its territory of an adequate quantity of aviation fuel of required grade, quality, and specifications for the airline of the other Contracting Party in accordance with the request of such airline.

Article 9

1. The laws and regulations of one Contracting Party governing the entry into and exit from its territory of civil aircraft in international flight in accordance with the present Agreement or the operation and navigation of such aircraft while within the limits of its territory shall apply to the aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing the arrival and sojourn in and departure from its territory of aircraft crews, passengers, baggage, cargo and mail carried on board aircraft, in particular regulations governing landing permits, passports, customs and immigration, currency, and quarantine formalities, shall apply to the crews, passengers, baggage, cargo and mail of the aircraft of the designated airline of the other Contracting Party during their arrival and sojourn in and departure from the territory of the first Contracting Party.

3. Visas for air crews and cabin crews of aircraft operating the agreed services shall be granted in advance, with a validity of at least six months, to a number of up to forty complete aircraft crews for each airline. These visas shall be valid for any number of flights into and out of the territory of the other Contracting Party during the period of their validity.

4. Crews employed on the agreed services may stay temporarily in New York or Moscow provided that they leave on the aircraft on which they arrived or on the next regularly scheduled flight of their airline, unless prevented by illness or crew rest requirements.

5. Each Contracting Party shall supply to the other copies of the relevant laws and regulations referred to in this Article.