

No. 3691

**UNION OF SOVIET SOCIALIST REPUBLICS
and
SWEDEN**

Air Transport Agreement (with annexes and exchange of letters). Signed at Moscow, on 31 March 1956

Official texts: Russian and Swedish.

Registered by the Union of Soviet Socialist Republics on 1 February 1957.

**UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES
et
SUÈDE**

Accord (avec annexes et échange de lettres) relatif aux services aériens. Signé à Moscou, le 31 mars 1956

Textes officiels russe et suédois.

Enregistré par l'Union des Républiques socialistes soviétiques le 1^{er} février 1957.

[TRANSLATION — TRADUCTION]

No. 3691. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS AND THE GOVERNMENT OF SWEDEN. SIGNED AT MOSCOW, ON 31 MARCH 1956

The Government of the Union of Soviet Socialist Republics and the Government of Sweden, desiring to conclude an Agreement to establish air communications, have for this purpose appointed their duly authorized representatives, who have agreed as follows :

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in annex 1² to this Agreement for the purpose of operating on the air routes listed therein (hereinafter referred to as the "agreed routes").

Article 2

1. Services on the air routes set forth in annex 1 to this Agreement may be inaugurated as soon as the Contracting Party to whom the rights referred to in article 1 have been granted has designated an airline for those routes, and as soon as the Contracting Party granting the rights has issued the appropriate operating permission, which it shall grant without undue delay.

2. All technical and commercial questions relating to flights, in particular the fixing of flight schedules and rates, financial settlements and the technical servicing of aircraft on the ground, shall be dealt with in a separate agreement to be concluded between the designated airlines, such agreement to be submitted, where appropriate, to the competent authorities of the Contracting Parties for approval.

3. Each Contracting Party shall prescribe for its own territory the flight routes to be followed by aircraft and the points at which aircraft are to cross its State frontier.

Article 3

Each Contracting Party reserves the right temporarily to withhold or revoke the rights specified in annex 1 to this Agreement in any case where it

¹ Came into force on 31 March 1956, as from the date of signature, in accordance with article 11.

² See p. 268 of this volume.

is not satisfied that substantial ownership or effective control of the airline designated by the other Contracting Party is vested in nationals or agencies of that Contracting Party, or in case of failure by the designated airline to comply with the laws and regulations referred to in article 6 or to fulfil the conditions under which the rights are granted in accordance with this Agreement.

Article 4

1. In order to ensure the safety of flights over the agreed routes, each Contracting Party shall place at the disposal of the aircraft of the other Contracting Party such radio facilities, lighting, meteorological and other services as are necessary for carrying out the flights and shall furnish the other Contracting Party with information regarding such facilities and with particulars regarding the main airports and auxiliary landing grounds and the flight routes in its territory.

2. Questions relating to the safety of flights and to the responsibility of the Contracting Parties for the operation of flights shall be regulated in annex 2¹ to this Agreement and shall fall within the jurisdiction of the civil aviation authorities of the Contracting Parties. Changes in and amendments to the said annex may henceforward be effected in writing by agreement between the said civil aviation authorities.

3. Annex 1 and the air routes specified in schedules I¹ and II¹ thereto may be amended by agreement between the Contracting Parties at any time during the period of validity of this Agreement.

Article 5

1. Fuel, lubricating oils, spare parts and other materials which have been or are introduced into the territory of one Contracting Party by the designated airline of the other Contracting Party exclusively for its own operating needs shall be exempt from customs duties, taxes and other charges for so long as they remain in the territory of that Contracting Party.

2. Aircraft operated over the agreed routes, and supplies of fuel and lubricating oils, spare parts, equipment and stores present on board an aircraft of the airline designated by one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees and other duties and charges, even though such materials are used by such aircraft on a

¹ See p. 268 of this volume.

flight in that territory, except in cases where they are disposed of in the territory of the other Contracting Party.

Article 6

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory shall apply to the aircraft of the airlines designated by the other Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to and departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to passports, customs, currency and quarantine, shall apply to the passengers, crew or cargo of aircraft of the airlines designated by the other Contracting Party upon entrance into or departure from the territory of that Contracting Party.

Article 7

1. Aircraft of the airlines designated by one Contracting Party shall, on flights in the territory of the other Contracting Party, carry the identification marks of their State prescribed for international air traffic, certificates of registration, certificates of airworthiness and other aircraft documents prescribed by the civil aviation authorities of the Contracting Parties, and also their radio station licences. The pilots and other members of the crew shall be in possession of the prescribed documents.

2. All such documents issued or recognized as valid by one Contracting Party shall be recognized as valid in the territory of the other Contracting Party.

Article 8

1. In the event of a forced landing by or an accident to an aircraft of one Contracting Party in the territory of the other Contracting Party, the Party in whose territory the accident occurs shall immediately notify the other Party thereof, take the necessary action to inquire into the causes of the accident, render urgent assistance to the crew and passengers if injured in the accident, and provide for the safety of the mail, baggage and cargo on board the aircraft.

2. The Party conducting the inquiry into the accident shall report the findings thereof to the other Party and the Party to which the aircraft belongs shall be entitled to appoint observers to be present at the inquiry.

Article 9

1. In order to deal with matters relating to air services and the servicing of aircraft, the Contracting Parties shall grant to the airlines actually operating on the agreed routes, on the basis of reciprocity, the right to maintain representatives, and assistants to those representatives, at the airports designated in schedules I and II of annex 1 to this Agreement. The Contracting Parties shall endeavour, on the basis of reciprocity, to afford such representatives and their assistants the necessary facilities for the efficient performance of their duties.

The number of representatives and assistants shall be agreed between the Contracting Parties by means of an exchange of letters.

2. The representatives referred to in this article and their assistants, and members of the crews of aircraft belonging to the airline designated by a Contracting Party shall be nationals of that Contracting Party.

Article 10

Upon the entry into force of this Agreement, any agreements for the establishment of air communications between the Union of Soviet Socialist Republics and Sweden previously concluded between the Contracting Parties shall be deemed to be without effect.

Article 11

This Agreement shall come into force on the date of its signature and shall remain in force until one of the Contracting Parties gives notice to the other Contracting Party of its desire to denounce it. In such case, the Agreement shall cease to have effect twelve months after the date on which the notice of denunciation has been delivered to the other Contracting Party.

DONE at Moscow on 31 March 1956 in duplicate, in the Russian and Swedish languages, both texts being equally authentic.

By authorization
of the Government
of the Union of Soviet
Socialist Republics :

S. ZHAVORONKOV

By authorization
of the Government
of Sweden :

Rolf SOHLMAN