

No. 3689

**UNION OF SOVIET SOCIALIST REPUBLICS
and
DENMARK**

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

Official texts: Russian and Danish.

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

**UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES
et
DANEMARK**

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

Textes officiels russe et danois.

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

[TRANSLATION — TRADUCTION]

No. 3689. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS AND THE GOVERNMENT OF DENMARK. SIGNED AT MOSCOW, ON 31 MARCH 1956

The Government of the Union of Soviet Socialist Republics and the Government of Denmark, desiring to conclude an agreement with a view to establishing 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 air line 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 is not

¹ Came into force on 31 March 1956, as from the date of signature, in accordance with article 10.

² See p. 194 of this volume.

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

¹ See p. 196 of this volume.

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

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 Danish 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 Denmark :

Alex MÖRCH

ANNEX 1

The Government of the Union of Soviet Socialist Republics designates, for the operation of the air routes specified in schedule I to this annex, the Central Civil Aviation Board of the Council of Ministers of the USSR (Aeroflot).

2. The Government of Denmark designates, for the operation of the air routes specified in schedule II to this annex, Det Danske Luftfartsselskab A/S (DDL).

3. The airline designated by the Government of Denmark shall enjoy in the territory of the USSR, subject to compliance with the conditions laid down in the Agreement, the right to pick up and set down international traffic in passengers, mail and cargo on the routes specified in schedule II, and the right to make use of auxiliary landing grounds and flight safety facilities on the said routes.

4. The airlines designated by the Government of the Union of Soviet Socialist Republics shall enjoy in the territory of Denmark, subject to compliance with the con-

ditions laid down in the Agreement, the right to pick up and set down international traffic in passengers, mail and cargo on the routes specified in schedule I, and the right to make use of auxiliary landing grounds and flight safety facilities on the said routes.

AGREED ROUTES

SCHEDULE I

For Soviet aircraft

1. Riga-Copenhagen, in both directions;
2. Moscow-Copenhagen, in both directions.

SCHEDULE II

For Danish aircraft

1. Copenhagen-Riga, in both directions;
2. Copenhagen-Riga-Moscow, in both directions.

A N N E X 2

In pursuance of article 4 of the Air Transport Agreement between the Government of the Union of Soviet Socialist Republics and the Government of Denmark of 31 March 1956, the Central Civil Aviation Board of the Council of Ministers of the USSR and the Directorate of Civil Aviation of Denmark undertake to observe the following provisions :

1. The information necessary for the control of aircraft flights shall be communicated to the appropriate flight control authorities.
2. Aircrews shall be provided with written reports and oral briefings regarding weather conditions over all routes and information on the condition of airfields and navigational aids necessary for making flights.
3. Before taking off, a pilot shall be required to submit a flight plan for approval by the appropriate flight control authorities.
4. Flights shall be carried out in accordance with a flight plan approved as aforesaid. No changes may be made in the flight plan except with the approval of the appropriate flight control authority, unless extraordinary circumstances arise requiring immediate action. In such case, the appropriate flight control authority shall be notified of any deviation from the flight plan as quickly as possible.
5. The crews of aircraft shall maintain an uninterrupted listening watch on the transmitting frequency of the appropriate flight control authority and shall be prepared to transmit on that authority's receiving frequency. Communication shall, where possible, be maintained by radiotelephony, in the Russian or English language when working to authorities in the Soviet Union and in the Danish or English language when working to authorities in Denmark. If communication cannot be maintained by radiotelephony, wireless telegraphy in the international Q-code shall be used.

6. The airlines designated by each of the Contracting Parties shall advise the appropriate flight control authorities of the minimum weather conditions in which landings of their aircraft are permitted at their respective airfields.

7. Special flights by aircraft of the airlines designated by each of the Contracting Parties may be carried out after advance notice has been given by the airline concerned; such notice shall be given not less than twenty-four hours before the aircraft takes off.

8. In order to facilitate the exchange of information necessary for making flights and for the control of air traffic, direct two-way radio communications shall be established between the air terminals of the agreed routes and between intermediate landing grounds situated on the agreed routes in the territory of each of the Contracting Parties.

Pending the establishment of suitable teleprinter communications between the air terminals of the agreed routes and between intermediate landing grounds, the radio communications referred to above may also be used for the exchange between the airlines of correspondence necessary to ensure the regularity and efficiency of the air services established by the Agreement between the Contracting Parties.

9. Fees and other forms of payment for the use in the territory of one Contracting Party of airports and airport installations and technical facilities shall be payable by the airlines designated by the other Contracting Party in accordance with the fees and rates officially established for and applied in that territory.

10. Fees and other forms of payment for the use by the airline designated by Denmark of each airfield, its installations and technical facilities, in the territory of the USSR shall not be higher than the fees and rates payable by the airline designated by the USSR for similar services in the territory of Denmark.

11. Any amendments to this annex may be made by written agreement between the Central Civil Aviation Board of the Council of Ministers of the USSR and the Directorate of Civil Aviation of Denmark.

EXCHANGE OF LETTERS

I

Moscow, 31 March 1956

Mr. Chairman,

In connexion with the signature this day of an Air Transport Agreement between the Government of Denmark and the Government of the USSR,¹ I have the honour to inform you as follows.

Det Danske Luftfartsselskab A/S (DDL), which is designated by the Government of Denmark to operate the routes specified in annex 1² to the Agreement, cooperates with Det Norske Luftfartsselskab A/S (DNL) and Aktiebogalet Aero-

¹ See p. 188 of this volume.

² See p. 194 of this volume.

transport (ABA) under the designation of the Scandinavian Airlines System (SAS). The Scandinavian Airlines System is the consortium which is authorized, under the Consortial Agreement concluded among the above-mentioned Companies on 8 February 1951 and approved by the Government of Denmark, to enter into agreements with and contract obligations towards other air transport companies on behalf of Det Danske Luftfartsselskab A/S (DDL).

By virtue of the Norwegian-Soviet¹ and Swedish-Soviet Air Transport² Agreements signed this day, Norwegian and Swedish civil aircraft have the same right to carry out flights in Soviet territory as Danish civil aircraft.

On the basis of the foregoing, I have the honour to propose that :

1. In carrying out flights over the agreed routes, Det Danske Luftfartsselskab A/S (DDL) shall have the right to employ also aircraft and crews belonging to the other two Companies incorporated in the Scandinavian Airlines System (SAS).

2. In so far as Det Danske Luftfartsselskab A/S employs aircraft and crews belonging to these Companies, the provisions of the above-mentioned Danish-Soviet Air Transport Agreement shall apply to such aircraft and crews as if they belonged to Det Danske Luftfartsselskab, and Det Danske Luftfartsselskab A/S and the competent Danish authorities shall assume full responsibility therefor in accordance with the provisions of the said Agreement.

3. The representatives and assistants referred to in article 9 of the above-mentioned Agreements, to a total number of four for Det Danske Luftfartsselskab A/S (DDL), Det Norske Luftfartsselskab A/S (DNL) and Aktiebolaget Aerotransport (ABA) combined, and four for Aeroflot, may be interchanged in the same manner as the aircrews referred to in paragraph 1 hereof. Subject to the above-mentioned numerical limitation, the airlines shall have the right by mutual agreement to distribute the representatives among the airports specified in annex 1 to the Air Transport Agreements.

If you have no objection to these proposals, I suggest that this letter and your reply thereto shall together constitute an agreement between our two Governments on this subject.

I have the honour to be, etc.

Alex MÖRCH
Chairman of the Danish Delegation

Marshal S. F. Zhavoronkov
Chairman of the USSR Delegation

¹ Voir p. 205 de ce volume.

² Voir p. 239 de ce volume.

II

Moscow, 31 March 1956

Mr. Chairman,

I have the honour to acknowledge the receipt of your letter of today's date reading as follows :

[See letter I]

In reply, I have the honour to inform you that there is no objection on my part to your proposals and that I agree to regard your letter and my reply thereto as together constituting an agreement on the subject between the two Parties.

I have the honour to be, etc.

S. ZHAVORONKOV
Chairman of the Soviet Government Delegation

Mr. A. Mörch
Chairman of the Danish Government Delegation