

No. 4779

**NETHERLANDS
and
UNION OF SOVIET SOCIALIST REPUBLICS**

Agreement concerning air services (with annexes and exchange of notes). Signed at The Hague, on 17 June 1958

Official texts of the Agreement and annexes: Dutch, English and Russian.

Official texts of the exchange of notes: Dutch and Russian.

Registered by the International Civil Aviation Organization on 17 June 1959.

**PAYS-BAS
et
UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES**

Accord relatif aux services aériens (avec annexes et échange de notes). Signé à La Haye, le 17 juin 1958

Textes officiels de l'Accord et des annexes: néerlandais, anglais et russe.

Textes officiels de l'échange de notes: néerlandais et russe.

Enregistré par l'Organisation de l'aviation civile internationale le 17 juin 1959.

No. 4779. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING AIR SERVICES. SIGNED AT THE HAGUE, ON 17 JUNE 1958

The Government of the Kingdom of the Netherlands and the Government of the Union of Soviet Socialist Republics,

Desiring to conclude an Agreement for the purpose of establishing air services,

Have agreed as follows :

Article 1

(1) Each Contracting Party grants to the other Contracting Party the right to operate the air services specified in the Annex I² to this Agreement (hereinafter referred to as the "agreed services").

(2) The Government of the Union of Soviet Socialist Republics designates the General Department of the Civil Air Fleet under the Council of Ministers of the USSR (hereinafter referred to as "Aeroflot"), and the Government of the Kingdom of the Netherlands designates KLM Royal Dutch Airlines (hereinafter referred to as "KLM"), to operate the agreed services.

(3) In operating the agreed services the designated airlines are authorised in the territory of the other Contracting Party to exercise the right of transit (and stops for non-traffic purposes) in accordance with the routing of the agreed services in Annex I, as well as the right of commercial entry and departure for international traffic in passengers, cargo and mail on those agreed services.

(4) The routing to be followed by aircraft operating the agreed services within the territory of each Contracting Party shall be established by the aeronautical authorities of that Contracting Party. If either Contracting Party is dissatisfied with the routing so established by the aeronautical authorities of the other Contracting Party, it shall have the right to suspend the operation of the agreed services.

¹ Came into force provisionally on 17 June 1958, the date of signature, in accordance with article 14.

² See p. 110 of this volume.

Article 2

Arrangements for the safe operation of the agreed services shall be made in accordance with the terms of the present Agreement and Annex II¹ thereof. The terms of Annex II may be amended from time to time by agreement in writing between the aeronautical authorities of the Contracting Parties.

Article 3

(1) The commercial, technical and operational aspects of the agreed services shall be the subject of an agreement between KLM and Aeroflot.

(2) Such an agreement shall cover *inter alia* matters relating to commercial co-operation, including the fixing of schedules and frequencies, the technical maintenance of aircraft on the ground, financial and accounting arrangements, tariffs, traffic handling and arrangements for the sale of space on aircraft.

Article 4

(1) Exemption from customs duty, inspection fees, and similar national or local duties and charges shall be granted to the following :

- (a) fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by the airline designated by the other Contracting Party, and intended solely for use by or in the aircraft of that airline in the operation of the agreed services;
- (b) aircraft used on the agreed services;
- (c) fuel, lubricating oils, spare parts, regular aircraft equipment, and aircraft stores which are on board any such aircraft of the airline designated by one Contracting Party on arrival in the territory of the other Contracting Party and are retained on board on leaving the territory of that Party or consumed during flights over that territory on the agreed services.

(2) Goods so exempted, may only be unloaded with the approval of the customs authorities of the other Contracting Party. These goods, which are to be re-exported, shall be kept until re-exportation under customs supervision.

Article 5

(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 be applied to the aircraft used by the designated airline of the

¹ See p. 110 of this volume.

other Contracting Party and shall be complied with by such aircraft upon entering into or departing from or while within the territory of the first Party.

(2) The aeronautical authorities of each Contracting Party shall have the right to suspend the operation of the agreed services by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on that airline's operations, in any case where that airline fails to comply with the laws or regulations of the first Contracting Party or where that airline or the Contracting Party designating it fails to comply with the conditions prescribed in this Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringement of laws or regulations, this right shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party.

(3) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, immigration, passports, customs, currency and quarantine shall be complied with by or on behalf of the passengers, crew and cargo of aircraft used by the designated airline of the other Contracting Party while within the territory of the former Party.

Article 6

- (1) Every aircraft used on the agreed services shall :
- (a) bear its appropriate nationality and registration marks, and
 - (b) carry the following documents :
 - (i) its certificate of registration;
 - (ii) its certificate of airworthiness;
 - (iii) the appropriate licences or certificates for each member of the crew;
 - (iv) the aircraft radio station licence;
 - (v) if it carries cargo, a manifest and detailed declarations of the cargo.

(2) Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party.

Article 7

(1) In the event of a forced landing or other accident affecting an aircraft of the airline designated by one Contracting Party on the territory of the other Contracting Party, the aeronautical authorities of the Contracting Party on whose territory the event has occurred shall without delay inform the aeronautical authorities of the other Contracting Party of the particulars and circumstances of the occurrence and give any assistance that may be necessary to the crew and passengers.

(2) If a forced landing or other accident results in the death of, or serious injury to, any person or substantial damage to an aircraft, the aeronautical authorities of the Contracting Party on whose territory the event has occurred shall in addition :

- (a) ensure the protection of evidence and the safe custody of the aircraft and its contents, including mail, luggage and cargo;
- (b) grant immediate access to the aircraft to accredited representatives of the aeronautical authorities of the other Contracting Party and to the accredited representatives of the airline whose aircraft is involved;
- (c) conduct an inquiry into the circumstances of the occurrence;
- (d) grant the aeronautical authorities of the other Contracting Party full facilities to be represented at the inquiry;
- (e) if so requested by the aeronautical authorities of the other Contracting Party, leave the aircraft and its contents undisturbed (so far as is reasonably practicable) pending their inspection by a representative of these authorities;
- (f) release the aircraft and its contents as soon as these are no longer necessary for the inquiry;
- (g) send to the aeronautical authorities of the other Contracting Party the report of the inquiry as soon as it is available.

Article 8

Each Contracting Party grants to the airline designated by the other Contracting Party the right to maintain in the territory of the first Contracting Party the number of technical, operational and commercial staff required by the airline in connection with the operation of the agreed services, and shall allow all measures and facilities, required for the efficient execution of their work (such as offices, housing, cars and buses, drivers licences, telephones, water, electricity and gas).

Article 9

Each Contracting Party shall ensure the provision at a reasonable price, or facilitate the import into its territory, of aviation fuel of the grade, quality and specification required by the airline of the other Contracting Party.

Article 10

The aeronautical authorities of the Contracting Parties shall cooperate in all matters necessary to ensure the safe and efficient operation of the agreed services and shall consult together in the event of any difficulty arising in their operation.

Article 11

If either of the Contracting Parties considers it desirable to modify any provision or provisions of the Annex I to this Agreement, such modification may

be made by direct agreement between the competent aeronautical authorities of the Contracting Parties and shall be confirmed by an exchange of diplomatic notes.

Article 12

In case one of the designated carriers finds itself in the impossibility to operate any one of the agreed services to the territory of the other Contracting Party as a result of the refusal or withdrawal of the necessary rights by a third State, the other designated carrier may be required to suspend or not to inaugurate its services to the territory of the first Contracting Party for the time of such refusal or withdrawal.

Article 13

Complementary and non-scheduled flights with aircraft belonging to the designated carriers of either of the Contracting Parties can be performed upon request by the airlines directly to the aeronautical authorities of the other Contracting Party. Such requests shall be made at least 24 hours before the time of departure of the aircraft.

Article 14

The present Agreement shall enter into force provisionally on the date it is signed; it shall come into force definitely on a date to be laid down in an exchange of notes stating that the formalities required by the national legislation of the Contracting Parties have been complied with. It shall remain in force until six months after the receipt by one Contracting Party of a notice of intention to terminate it, given by the other Contracting Party.

As regards the Kingdom of the Netherlands, the Agreement shall be applicable to the territory in Europe only.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed the present Agreement.

DONE in duplicate at The Hague this 17th day of June, 1958, in the Netherlands, Russian and English languages, the three texts being equally authoritative.

For the Government
of the Kingdom of the Netherlands :

(Signed) W. DREES

For the Government
of the Union of Soviet
Socialist Republics :

(Signed) ZJIGAREW

ANNEX I

SCHEDULE I

Routes to be flown by Aeroflot

1. Moscow–Amsterdam v.v.
 - a. on a direct flight;
 - b. via one or more intermediate points on Polish, Danish or German territories, with the consent of the countries concerned.
2. Moscow–Brussels, Paris v.v. in transit or via Amsterdam for technical landings.

SCHEDULE II

Routes to be flown by KLM

1. Amsterdam–Moscow v.v.
 - a. on a direct flight;
 - b. via one or more of the following intermediate points :
 - Warsaw
 - Hamburg or Bremen or Hanover
 - Berlin
 - Copenhagenwith the consent of the countries concerned.
2. KLM aircraft may overfly Soviet territory between the points Staryava and Hust on a route from Amsterdam via intermediate points to Warsaw and from there to Bucarest and points beyond.

NOTE :

One or more of the above-mentioned points may, at the option of KLM, be omitted on any or all flights. KLM may make technical landings in Riga or Wilna.

ANNEX II

General

1. The Contracting Parties undertake to take all necessary measures to ensure the safe and efficient operation of the agreed services. For this purpose each Contracting Party shall provide for the aircraft of the airline designated by the other Contracting Party all radio, lighting, technical, meteorological and other services necessary to operate the agreed services.
2. The information and assistance provided in accordance with the terms of this Annex by each Contracting Party shall be sufficient to meet the reasonable requirements of the airline designated by the other Contracting Party.

Provision of information

3. The information to be provided by each Contracting Party shall include particulars of the main and alternate aerodromes to be used for the agreed services, the routes to be followed within the territory of that Contracting Party, the radio and other navigational aids available, and other air traffic control facilities and procedures.

4. The information shall also include all relevant meteorological information to be provided both before and during flights on the agreed services. The aeronautical authorities of the Contracting Parties shall notify each other of the codes to be used for the transmission of meteorological information, and shall agree appropriate meteorological forecast periods, taking into account the schedules established for the agreed services.

5. The aeronautical authorities of the Contracting Parties shall supply a continuous service for keeping up to date the information provided in accordance with paragraphs 3 and 4 of this Annex, and for providing immediate warning of any changes. This shall be done by means of a service of NOTAMS¹ transmitted either by radio, by teleprinter or by mail, provided that in the latter case, sufficient advance notice can be given to the addressee. NOTAMS sent by radio or by teleprinter will be transmitted in the international NOTAM code; printed NOTAMS, sent by mail, will be supplied in the Russian or English language.

Flight planning and Air Traffic Control procedure

6. The crews of aircraft used on the agreed services by the airline designated by one Contracting Party shall be fully conversant with the air traffic control procedures used by the aeronautical authorities of the other Contracting Party.

7. The aeronautical authorities of each Contracting Party shall supply before each flight to the crews of aircraft of the airline designated by the other Contracting Party both a written statement and, if necessary, supplementary verbal information about conditions on the route. This pre-flight information shall include information about the state of aerodromes and aids to navigation necessary for the execution of the flight, together with statements of the actual weather on the whole route and at the destination and forecasts of weather at the destination.

8. Before each flight, the commander of the aircraft shall submit a flight plan to be approved by the air traffic control authorities in the country from which the flight is starting. The flight shall be carried out in accordance with the approved plan. No change shall be made in the flight plan except with the permission of the appropriate air traffic control authorities, except in cases of emergency requiring immediate action, in such cases the appropriate air traffic control authorities shall be informed as soon as possible of the change in the flight plan.

9. The commander of the aircraft shall ensure the maintenance of a continuous watch on the radio frequencies of the appropriate air traffic control authorities and a readiness to transmit immediately on the frequencies of those authorities.

¹ NOTAM means Notice to Airmen.

10. Unless otherwise agreed between the aeronautical authorities of the Contracting Parties, communication between aircraft and air traffic control authorities shall be carried out by radio telephone in Russian or English when working with stations in the Soviet Union and in English or Russian when working with stations in the Netherlands. If communication by radio telephone is impossible, radio telegraphy shall be employed using the international Q-code.

Equipment of aircraft

11. The aircraft used on the agreed services by the airline designated by each Contracting Party shall as far as possible be equipped to use instrumental landing system and one or more appropriate navigational aids which are available in the territory of the other Contracting Party.

12. The aircraft used on the agreed services shall be equipped with radiostations for communications with the appropriate air traffic control authorities and with aids for control of aerodrome approach.

Flight and air traffic control procedures

13. For the purposes of the present Annex, flight and air traffic control and other procedures in force in the territory of each of the Contracting Parties shall be applied.

International standards

14. In principle, for the purposes specified in this Annex, the standards, procedures and codes established or recommended by the International Civil Aviation Organisation (and where appropriate the World Meteorological Organisation) shall be adopted.

Telecommunication facilities

15. For the purpose of exchanging the information which is essential for the operation of the agreed services, including the transmission of NOTAMS, and for air traffic control purposes, the aeronautical authorities of the Contracting Parties shall establish a direct two-way radio or cable communication between the terminals of the agreed services located on the territories of the Contracting Parties.

Fees and charges

16. The fees and all other charges to be paid for the use in the territory of each of the Contracting Parties of airports, installations and technical aids shall be levied from the airline designated by the other Contracting Party in conformity with the tariffs and charges officially established and in force in that territory.

[TRANSLATION¹ — TRADUCTION²]

EXCHANGE OF NOTES

I

The Hague, June 17th, 1958

Excellency,

With reference to the signing of the air Agreement between the Government of the U.S.S.R. and the Government of the Kingdom of the Netherlands, which took place to-day³ I have the honour to confirm the following arrangements agreed upon by us.

1a. All settlements between the airlines designated by the Contracting Parties in regard to the operation of the agreed services shall be effected in accordance with the payment agreement in force between the U.S.S.R. and the Netherlands.

1b. Aeroflot and KLM shall be entitled to transfer to their head offices the amounts due to them in consequence of the mutually agreed payments, the said amounts being transferred in guilders at the official rate of exchange. These amounts shall be freely transferable and shall not be subject to any taxes whatsoever, nor shall they be liable to any other restrictions.

1c. On purchasing tickets, the passengers shall be free to choose flights of either Aeroflot or KLM, and irrespective of their nationality or citizenship, they shall be free to buy tickets in roubles in the Soviet Union or in guilders in the Netherlands. The above arrangements shall also apply to cargo.

2. The representatives as well as the crews of the aircraft of the airlines designated by the Contracting Parties must be citizens of the Contracting Parties. It shall be permissible for KLM to employ as crew members on its flights on the agreed services not only citizens of the Contracting Parties, but also citizens of those states whose aircraft also perform flights to the U.S.S.R. under the terms of air agreements.

3. At the request of the aeronautical authorities of the Netherlands temporarily an English translation shall be attached to the NOTAMS supplied to them.

4. It is understood that KLM is allowed to carry passengers, cargo and mail embarked in Hamburg (or Bremen or Hanover) and destined for Moscow and v.v.

If the Netherlands Government agree with the above arrangements, I have the honour to propose that the present Note and Your Excellency's reply to that

¹ Translation transmitted by the Government of the Netherlands.

² Traduction transmise par le Gouvernement des Pays-Bas.

³ See p. 100 of this volume.

effect shall be regarded as constituting an agreement between our two Governments on this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

ZJIGAREW

Head of the Soviet Governmental Delegation

To His Excellency Dr. W. Drees
Acting Minister of Foreign Affairs
The Hague

II

MINISTRY OF FOREIGN AFFAIRS

The Hague, June 17th, 1958

Sir,

I have the honour to acknowledge receipt of Your Excellency's Note of to-day's date, to the following effect :

[*See note I*]

I have the honour to inform Your Excellency that the Netherlands Government agree with the contents of the above Note and regard Your Excellency's Note and the present reply as constituting an agreement between our two Governments on this matter.

Accept, Sir, the renewed assurances of my highest consideration.

(Signed) W. DREES

Acting Minister of Foreign Affairs
of the Kingdom of the Netherlands

His Excellency P. F. Zjigarew
Head of the Soviet Governmental Delegation
Chief Marshall of Aviation
The Hague