

No. 4965

BELGIUM
and
UNION OF SOVIET SOCIALIST REPUBLICS

Air Transport Agreement (with annexes). Signed at Moscow, on 5 June 1958

Official texts: French and Russian.

Registered by Belgium on 27 November 1959.

BELGIQUE
et
UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES

Accord (avec annexes) relatif aux transports aériens.
Signé à Moscou, le 5 juin 1958

Textes officiels français et russe.

Enregistré par la Belgique le 27 novembre 1959.

[TRANSLATION — TRADUCTION]

No. 4965. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS. SIGNED AT MOSCOW, ON 5 JUNE 1958

The Government of the Kingdom of Belgium and the Government of the Union of Soviet Socialist Republics, desiring to conclude an agreement with a view to establishing air communications, have for this purpose appointed their plenipotentiaries, who have agreed as follows :

Article 1

1. Each Contracting Party grants to the other Contracting Party the rights specified in annex I² to this Agreement for the purpose of establishing the air services provided for therein (hereinafter referred to as the "agreed services").

2. The flight routes to be followed by aircraft on the agreed services and the corresponding corridors for flight across the State frontiers shall be prescribed by each Contracting Party for its own territory.

Article 2

1. The agreed services may be inaugurated as soon as each Contracting Party has designated an airline to operate the said services.

2. All technical and commercial questions relating to the flight of aircraft and the carriage of passengers, baggage, cargo and mail on the agreed services and all questions relating to commercial co-operation, in particular the establishment of flight schedules, flight frequencies, tariffs, the technical servicing of aircraft on the ground, financial settlements and accounting procedure, shall be resolved directly between the airlines designated by the Contracting Parties.

3. The transport capacity provided by the designated airlines on the agreed services shall be directly related to traffic requirements on those services between the terminal points in the territory of the Contracting Parties, and shall be determined by the designated airlines on the basis of the principles of full equality of rights and respect for each other's interests.

¹ Came into force on 5 June 1958, the date of signature, in accordance with article 11. This Agreement is not applicable to the Territories of the Belgian Congo and Ruanda-Urundi.

² See p. 166 of this volume.

Article 3

Each Contracting Party reserves the right to withhold temporarily or to revoke the rights specified in annex I to this Agreement whenever it 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 Party, or in case of failure by the designated airline to comply with the terms of this Agreement.

Article 4

1. In order to ensure the safety of flights on the agreed services, each Contracting Party shall place at the disposal of the aircraft of the other Contracting Party such radio and visual aids and meteorological and other services as are necessary for carrying out the said flights, and shall furnish the other Contracting Party with information regarding such aids and services and with particulars regarding the regular and alternate aerodromes at which landings may be made and the flight routes within its territory.

2. Questions relating to flight safety shall be regulated in annex II¹ to this Agreement and shall fall within the jurisdiction of the aeronautical authorities of the Contracting Parties. Modifications of and amendments to the said annex may henceforth be effected by agreement in writing between the said aeronautical authorities.

3. The aeronautical authorities of the Contracting Parties may agree on modifications of annex I to this Agreement or of the routes specified in schedules 1² and 2² of annex I. Such modifications shall be confirmed by a subsequent exchange of diplomatic notes.

Article 5

1. Fuel, lubricating oils, spare parts, other materials and auxiliary equipment intended for aircraft of the designated airline of one Contracting Party exclusively for its own operating needs shall be exempt in the territory of the other Contracting Party from customs duties, taxes and other charges for so long as they remain in that territory.

2. Aircraft employed on the agreed services, as well as stocks of fuel and lubricating oils, spare parts, equipment and stores present on board 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 in flight over that territory, unless they are disposed of in that territory.

¹ See p. 167 of this volume.

² See p. 166 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 flights or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the airline designated by the other Contracting Party.

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

Article 7

1. Aircraft of the airline 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 flights, certificates of registration, certificates of airworthiness and other aircraft documents prescribed by the aeronautical 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 other accident to an aircraft of the airline designated by one Contracting Party in the territory of the other Contracting Party, the Party in whose territory the accident has occurred 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 aircraft and of the baggage, mail and cargo on board.

2. The Contracting Party conducting the inquiry into the accident shall report the findings thereof to the other Contracting Party.

The Contracting Party to which the aircraft belongs shall be entitled to appoint observers to attend the inquiry.

Article 9

1. In order to deal with matters relating to air transport and the servicing of aircraft, the Contracting Parties shall grant to the designated airlines operating the agreed services the right to maintain representatives, and assistants to those

representatives, at the points specified in schedules 1 and 2 of annex I 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 designated airlines of the Contracting Parties.

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

Article 10

If either Contracting Party finds itself unable to operate the agreed services owing to the prohibition by a third State of flight over its territory, both Contracting Parties shall suspend flights by their aircraft on the agreed services for so long as the said prohibition is in effect.

Article 11

This Agreement shall enter into force on the date of its signature and shall remain in force until either Contracting Party gives notice to the other Contracting Party of its desire to denounce it. In such event, the Agreement shall terminate six months after the date on which the notice of denunciation has been delivered to the other Contracting Party.

DONE at Moscow on 5 June 1958 in duplicate, in the French and Russian languages, both texts being equally authentic.

For the Government
of the Kingdom of Belgium :

W. LORIDAN

For the Government
of the Union of Soviet
Socialist Republics :

P. JIGAREV

ANNEX I

1. The Government of the Union of Soviet Socialist Republics designates for the operation of the air services specified in schedule 1¹ of this annex the Central Civil Aviation Board of the Council of Ministers of the USSR (Aeroflot).

2. The Government of the Kingdom of Belgium designates for the operation of the air services specified in schedule 2¹ of this annex the Société Anonyme Belge d'Exploitation de la Navigation Aérienne (Sabena).

3. The airline designated by the Government of the Kingdom of Belgium shall enjoy in the territory of the USSR the right to pick up and set down international traffic in passengers, mail and cargo at the points specified in schedule 2 and the right to make use of alternate aerodromes and flight facilities on the agreed services.

4. The airline designated by the Government of the Union of Soviet Socialist Republics shall enjoy in the territory of Belgium the right to pick up and set down international traffic in passengers, mail and cargo at the points specified in schedule 1 and the right to make use of alternate aerodromes and flight facilities on the agreed services.

5. A preferential right to provide transport between points in the territory of one Contracting Party and points in the territory of a third State which lies on the air route of the agreed services shall vest in the airline designated by that Contracting Party.

AGREED SERVICES

SCHEDULE 1

For Soviet aircraft:

Moscow—Brussels and beyond to France (Paris) and return.

SCHEDULE 2

For Belgian aircraft:

Brussels—intermediate points—Moscow and return.

W. LORIDAN

P. JIGAREV

¹See below.

ANNEX II

General provisions

1. The Contracting Parties undertake to adopt all necessary measures to ensure the safe and efficient operation of the agreed services.

For this purpose each Contracting Party shall place at the disposal of the aircraft of the airline designated by the other Contracting Party such radio and visual aids and meteorological and other services as are 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 furnished by each Contracting Party shall include the essential particulars of:

- The regular and alternate aerodromes to be used for the operation of the agreed services;
- The flight routes to be followed within the territory of that Contracting Party;
- Radio and other navigational, approach and landing aids;
- The air traffic regulations and traffic control methods and procedures.

4. The information shall also include all relevant meteorological information, which shall be furnished 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 on appropriate periods for the transmission of meteorological forecasts, taking into account the flight schedules established for the agreed services.

5. The aeronautical authorities of the Contracting Parties shall arrange for the continuous dissemination of all amendments to the information provided under paragraphs 3 and 4 of this annex and for the immediate transmission of notice of any amendments. This shall be done by means of NOTAMS transmitted either by teleprinter, with subsequent confirmation in writing, or by mail only, provided that the addressee can receive it in good time. NOTAMS sent by teleprinter or other means shall be transmitted in the international NOTAM code. Printed NOTAMS shall be supplied in the Russian or English language.

6. The exchange of information by means of NOTAMS shall begin immediately upon the entry into force of the Air Transport Agreement concluded between the Contracting Parties.

Flight planning and air traffic control procedures

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

8. The aeronautical authorities of each Contracting Party shall, before each flight, supply to the crews of aircraft of the airline designated by the other Contracting Party both written reports and supplementary oral briefings concerning :

- Airfields;
- Navigational and landing aids;
- The actual and forecast weather over the whole route, at the airports of destination and at alternate airports.

9. Before each flight the commander of the aircraft shall submit a flight plan for approval by the air traffic control authorities of the country from which the flight is to start. The flight must be carried out in accordance with the approved plan.

No change may be made in the flight plan except by permission of the competent air traffic control authority, except in an emergency requiring immediate action.

In such event, the competent air traffic control authority shall be informed as soon as possible of the change in the flight plan.

10. The commander of the aircraft shall comply with the instructions transmitted to him by the air traffic control authorities.

11. The commander of the aircraft shall arrange for a continuous listening watch on the transmitting frequency of the competent air traffic control authority; he shall ensure the transmission of messages on that authority's frequencies and shall immediately acknowledge receipt of all instructions issued to him.

12. Unless otherwise agreed between the aeronautical authorities of the Contracting Parties, communication between aircraft and the appropriate air traffic control authority shall be maintained by radiotelephony in the Russian language when working with stations in the Soviet Union and in the English language when working with stations in Belgium. If communication by radiotelephony is impossible, radiotelegraphy in the international Q code shall be used.

Equipment of aircraft

13. Aircraft employed on the agreed services by the airline designated by either Contracting Party must so far as possible be equipped to use the navigation and landing systems in use in the territory of the other Contracting Party.

14. Aircraft employed on the agreed services must be equipped with radio stations with the appropriate frequencies for communication with the ground radio stations situated in the territory of the other Contracting Party.

Flight and air traffic control procedures

15. For the purposes specified in this annex, the flight, air traffic control and other procedures in force in the territory of each of the Contracting Parties shall be applied.

In this connexion the aeronautical authorities of the Contracting Parties shall, in the interests of safety, endeavour to eliminate so far as possible any differences in the existing procedures.

Means of communication

16. For the purpose of exchanging the information 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 if necessary establish direct two-way cable or radio communication between the terminal and intermediate points of the agreed services; such communication may also be used for the exchange of information between the airlines designated by the Contracting Parties in order to ensure the regular and satisfactory operation of the agreed services.

Supplementary and special flights

17. Supplementary and special flights by aircraft of the airline designated by either Contracting Party may be carried out after advance notice has been given by the airline concerned. Such notice must be delivered to the competent aeronautical authority not later than twenty-four hours before the departure of the aircraft.

Fees

18. Fees and other forms of payment for the use of airports, airport installations and technical facilities in the territory of either Contracting Party shall be levied in accordance with the fees and rates officially established and applied in that territory.

W. LORIDAN

P. JIGAREV