

No. 5026

---

**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement (with annex) concerning air services. Signed at  
London, on 19 December 1957**

*Official texts: English and Russian.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on  
4 March 1960.*

---

**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
UNION DES RÉPUBLIQUES SOCIALISTES  
SOVIÉTIQUES**

**Accord (avec annexe) relatif aux services aériens. Signé à  
Londres, le 19 décembre 1957**

*Textes officiels anglais et russe.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le  
4 mars 1960.*

No. 5026. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING AIR SERVICES. SIGNED AT LONDON, ON 19 DECEMBER 1957

---

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Union of Soviet Socialist Republics,

Desiring to conclude an Agreement for the purpose of establishing air services between London and Moscow,

Have agreed as follows :

*Article 1*

(1) Each Contracting Party grants to the other Contracting Party the right to operate air services between London and Moscow with a stop at Copenhagen in both directions (hereinafter referred to as the "agreed services").

(2) The Government of the United Kingdom of Great Britain and Northern Ireland designate British European Airways Corporation (hereinafter referred to as "BEA"), and the Government of the Union of Soviet Socialist Republics designate the General Department of the Civil Air Fleet under the Council of Ministers of the USSR (hereinafter referred to as "Aeroflot"), to operate the agreed services.

(3) In operating the agreed services :

- (a) BEA is authorised to carry passengers, cargo and mail between London and Copenhagen and between London and Moscow in both directions;
- (b) Aeroflot is authorised to carry passengers, cargo and mail between Moscow and Copenhagen and between Moscow and London in both directions.

(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.

---

<sup>1</sup> Came into force on 24 March 1959 by an exchange of notes, in accordance with article 14.

### Article 2

(1) The commercial aspects of the agreed services shall be the subject of an agreement between BEA and Aeroflot, which shall where necessary be submitted for approval to the aeronautical authorities of the Contracting Parties.

(2) Such commercial agreement shall cover *inter alia* the matters dealt with in Articles 3 and 4 of the present Agreement, as well as other matters relating to commercial co-operation, including the technical maintenance of aircraft on the ground, financial and accounting arrangements, traffic handling and arrangements for the sale of space on aircraft.

(3) The commercial agreement shall also provide for the exchange of traffic statistics concerning the agreed services.

### Article 3

(1) The capacity to be provided by BEA and Aeroflot on the agreed services shall be closely related to the estimated requirements of air traffic between London and Moscow. The frequency and scheduling of services to be operated by each airline and the types of aircraft to be used shall be agreed between the airlines on the basis of the principle of fair and equal opportunity.

(2) Any dispute arising out of paragraph (1) of this Article shall be referred to the aeronautical authorities of the Contracting Parties.

### Article 4

The tariffs on the agreed services shall be agreed in the first place between BEA and Aeroflot and shall be subject to the approval of the aeronautical authorities of the Contracting Parties.

### Article 5

Arrangements for the safe operation of the agreed services shall be made in accordance with the Annex<sup>1</sup> to the present Agreement. The terms of this Annex may be amended from time to time by agreement in writing between the aeronautical authorities of the Contracting Parties.

### Article 6

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

---

<sup>1</sup> See p. 248 of this volume.

- (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 flight over that territory on the agreed services.

#### *Article 7*

(1) The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the airline designated by the other Contracting Party during entry into, departure from, and flight over the territory of the first Contracting 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 the 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 each Contracting Party relating to the arrival in or departure from its territory of passengers, crews or cargo of aircraft, and in particular regulations regarding passports, customs, currency, and medical and quarantine formalities, shall be applicable to passengers, crews and cargo arriving in or departing from the territory of that Contracting Party in aircraft of the airline designated by the other Contracting Party.

(4) Notwithstanding the provisions of paragraph (3) of this Article, visas for air crew and cabin crew 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 40 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.

(5) Crews employed on the agreed services may stay overnight in London or Moscow provided that they leave on the aircraft on which they arrived or on their next regularly scheduled flight. In this event the crews of BEA or Aeroflot aircraft may spend their free time in the cities of Moscow or London respectively.

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

#### *Article 8*

(1) BEA shall be free to remit to its head office in sterling at the official rate of exchange at the day of payment the sums due to it in accordance with the accounting arrangements agreed between the airlines.

(2) Aeroflot shall be free to remit to its head office in sterling the sums due to it in accordance with the accounting arrangements agreed between the airlines.

(3) Such sums shall be freely remittable and not subject to any kind of taxation or any other restriction.

(4) Intending passengers shall be free, when buying tickets in either London or Moscow for the journey between London and Moscow, to fly by either BEA or Aeroflot.

(5) Intending passengers, whatever their nationality, shall be free to buy tickets for the agreed services in sterling in London or in roubles in Moscow.

(6) The principles set out in paragraphs (4) and (5) of this Article shall apply also to cargo.

#### *Article 9*

(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 passengers, a list of their names and places of embarkation and destination;
  - (vi) 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 recognised as valid by the other Contracting Party.

#### *Article 10*

(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 those 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 11*

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 and commercial staff required by the airline in connexion with the operation of the agreed services.

*Article 12*

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 13*

The aeronautical authorities of the Contracting Parties shall co-operate 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 14*

The present Agreement shall enter into force at a date to be specified in an Exchange of Notes between the Contracting Parties, which shall take place when the requirements of the aeronautical authorities of both Contracting Parties in respect of the commencement and operation of the agreed services have been satisfied. 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.

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

DONE in duplicate at London this 19th day of December, 1957, in the English and Russian languages both texts being equally authoritative.

For the Government  
of the United Kingdom of Great  
Britain and Northern Ireland :

David ORMSBY-GORE

For the Government  
of the Union of Soviet  
Socialist Republics :

ZHIGAREV

## ANNEX

*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 NOTAMS transmitted either by teleprinter, with later printed confirmation where applicable, or in print only, provided that sufficient advance notice can be given to the addressee. NOTAMS sent by teleprinter will be transmitted in the international NOTAM code; printed NOTAMS will be supplied in the English language.

6. The exchange of information by NOTAMS shall commence as soon as possible, and in any case at least two months before the starting date of regular flights on the agreed services.

*Flight Planning and Air Traffic Control Procedure*

7. 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.



8. 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 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.

9. 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.

10. 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.

11. 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 when working with stations in the Soviet Union and in English when working with stations in the United Kingdom. If communication by radio telephone is impossible, radio telegraphy shall be employed using the international Q code, provided that this is acceptable to the aeronautical authorities of the Contracting Party concerned.

#### *Equipment of Aircraft*

12. The aircraft used on the agreed services by the airline designated by each Contracting Party shall be equipped to use ILS and one or more appropriate navigational aids which are available in the territory of the other Contracting Party.

13. The aircraft used on the agreed services shall be equipped with the appropriate radio frequencies both for communication and for navigational and approach aids.

#### *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 :

- (a) establish a teleprinter connection between London and Moscow;
- (b) if this is agreed to be necessary, establish a direct 2-way radio circuit between London and Moscow; this circuit may also be used for the exchange of information between the airlines of the Contracting Parties with a view to ensuring the regular and satisfactory operation of the agreed services.

*Preliminary Flights*

16. The airlines designated by the Contracting Parties shall each be entitled to operate five proving flights, or as many more as may be agreed between the aeronautical authorities of the Contracting Parties, in advance of the opening of a regular scheduled service. Fare-paying passengers shall not be carried on these flights.

*Airport Charges*

17. Charges for aerodrome facilities in the territory of each Contracting Party shall be paid by the airline designated by the other Contracting Party in accordance with the scale of charges officially established by the first Contracting Party.

*Aircraft Noise*

18. The airline designated by either Contracting Party shall, if as a result of noise measurements carried out by the aeronautical authorities of the other Contracting Party these measures are required in order to reduce aircraft noise to an acceptable level :

- (a) carry out any modification that may be necessary for this purpose to the aircraft to be used on the agreed services;
- (b) provide any mufflers or other devices required for this purpose for use during ground running at airports in the territory of the other Contracting Party to which the aircraft are to operate regularly;
- (c) employ such operating techniques or procedures as may be reasonably required by the other Contracting Party.