

No. 7277

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**GHANA**  
**and**  
**UNION OF SOVIET SOCIALIST REPUBLICS**

**Air Transport Agreement (with table of routes and annexes).**  
**Signed at Accra, on 6 April 1962**

*Official texts: English and Russian.*

*Registered by the International Civil Aviation Organization on 8 June 1964.*

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**GHANA**  
**et**  
**UNION DES RÉPUBLIQUES SOCIALISTES**  
**SOVIÉTIQUES**

**Accord relatif aux transports aériens (avec tableau des**  
**routes et annexes). Signé à Accra, le 6 avril 1962**

*Textes officiels anglais et russe.*

*Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.*

No. 7277. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GHANA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS. SIGNED AT ACCRA, ON 6 APRIL 1962

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The Government of the Union of Soviet Socialist Republics and the Government of Republic of Ghana, desiring to conclude an Agreement with the aim of establishing air transport services, have appointed for this purpose their plenipotentiaries, who have agreed as follows :

*Article 1*

Each Contracting Party grants the other Contracting Party the rights enumerated in Annex 1<sup>2</sup> to this Agreement for the purpose of establishing and operating air services (hereinafter called "agreed services") envisaged herein.

*Article 2*

1. The operation of each of the agreed services may commence immediately following the appointment by the respective Contracting Party of its airline for the operation of the agreed services and the conclusion of an Agreement between the respective airlines concerning conditions of the operation of the agreed services.
2. All technical and commercial questions pertaining to the flights of aircraft and the transportation of passengers, baggage, cargo, and mail on the agreed services as well as all questions concerning commercial co-operation, in particular the establishment of schedules, frequency of flights, rates, servicing of aircraft on the ground and methods of financial accounting shall be resolved by the airlines designated by the Contracting Parties.
3. The points for crossing national boundaries within its territory shall be established by each Contracting Party provided that the established points shall not cause unreasonable deviation from the direct route.

*Article 3*

Each Contracting Party reserves the right to temporarily suspend or revoke the rights specified in Annex 1 to this Agreement in any case where it does not have

<sup>1</sup> Came into force on 6 April 1962, upon signature, in accordance with article 17.

<sup>2</sup> See p. 52 of this volume.

satisfactory evidence that substantial ownership of or actual control over the airline designated by the other Contracting Party is vested in nationals or agencies of that Contracting Party or in case of non-observance by designated airline of laws and rules specified in Article 6 or nonfulfilment of the conditions under which rights are granted in accordance with this Agreement.

#### *Article 4*

1. To ensure safety of flights on the agreed services each Contracting Party will grant the aircraft of the other Contracting Party the use of the necessary primary and alternate airdromes, radio, illumination, meteorological and other services required for the operation of such flights and will also communicate to the other Contracting Party data on such services and information on primary and alternate airdromes where landings may be made and on flights routes within the limits of its territory.
2. Matters pertaining to safety of flights and to the responsibility of the Contracting Parties in relation to the operation of the flights are stipulated in Annex 2<sup>1</sup> to this Agreement and shall be within the competence of the civil aviation agencies of the Contracting Parties. All changes in and amendments to this Annex may be made in the future in written form by agreement between the above-mentioned civil aviation agencies.
3. Annex 1 and the routes specified in Tables 1 and 2 may be changed by agreement between the appropriate authorities of the Contracting Parties within the limits of the entire period of the validity of this agreement.

#### *Article 5*

1. Aviation fuel, lubricants, spare parts and other material and equipment introduced by the airline designated by one of the Contracting Parties to the territory of the other Contracting Party exclusively for its operational needs shall be exempt from customs duties, taxes and other charges during their use and storage within the territory of the latter Contracting Party.
2. Aircraft being operated on the agreed services, as well as stores of aviation fuel and lubricants, spare parts, equipment and provisions on board the aircraft of the airline designated by one Contracting Party shall be exempt within the territory of the other Contracting Party from the imposition of customs, inspection, and other

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<sup>1</sup> See p. 54 of this volume.

fees and charges even in the event that these materials will be used by such aircraft during flight over such territory, except in those cases where they are disposed of in the territory of the other Contracting Party.

*Article 6*

1. The laws and the rules of the Contracting Party governing the entry into and exit from its territory by aircraft in international flight or the operation and navigation of such aircraft while within the limits of its territory shall apply to the aircraft of the airline designated by the other Contracting Party.
2. The laws and rules of either Contracting Party governing the arrival or departure from its territory of passengers, crew, or cargo of aircraft, in particular rules governing passport, customs, currency, and quarantine formalities shall apply to the passengers, crews, or cargo of the aircraft of the airline designated by the other Contracting Party during the arrival in or departure from the territory of the said Contracting Party.

*Article 7*

1. Aircraft of the airline designated by one Contracting Party during flights over the territory of the other Contracting Party should have identification marks of their states, established for international flights, certificates of registration, certificates of air worthiness and other aircraft documents established by the civil aviation agencies of the Contracting Parties, and also permission for radio equipment. Pilots and other crew members shall have appropriate certificates.
2. All of the aforementioned documents issued or recognised as valid by one Contracting Party shall be recognised as valid within the territory of the other Contracting Party.

*Article 8*

1. In case of a forced landing or accident to an aircraft of one Contracting Party within the territory of the other Contracting Party, in which territory the accident took place shall immediately notify the other Party thereof, take necessary measures for the investigation of the causes of this accident, and also undertake immediate steps to assist the crew members and passengers if they are injured in the accident and shall provide for the safety of the mail, baggage and cargo on board the aircraft.

2. The Party conducting the investigation of the accident is required to inform the other Party of its results, the Party to which the aircraft belongs shall have the right to appoint its observers, who shall be present at the investigation of the accident.

*Article 9*

1. For the solution of administrative, commercial and technical matters concerning air transportation and servicing of aircraft each Contracting Party shall grant the airline of the other Contracting Party actually operating the agreed services the right to establish representatives and their assistants in the territory of the said Contracting Party.

2. The representatives specified in this article and also their assistants and members of the crews of aircraft of the airlines designated by the Contracting Parties must be citizens of the said Contracting Parties.

*Article 10*

Financial accounting for air transportation carried out by the designated airlines, appointed by the Contracting Parties in accordance with the present Agreement, shall be effected in conformity with the terms of the Long Term Payment Agreement between the U.S.S.R. and the Republic of Ghana signed on the 4th November, 1961.

*Article 11*

1. The authorization for special flights and charter flights may be granted as a result of a request by the concerned airline to the appropriate civil aviation authority of the other Contracting Party.

2. This request is to be submitted not less than 48 hours before the departure of the aircraft.

3. However, this authorization shall be granted only if these authorities are satisfied that such flights will not adversely affect the scheduled air transport of either Contracting Party.

*Article 12*

There shall be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

*Article 13*

Tariffs for transportation on the agreed services are to be agreed first of all between Aeroflot and Ghana Airways and shall be subject to approval by the appropriate civil aviation authorities of the Contracting Parties.

*Article 14*

If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by direct negotiations between their appropriate authorities. Failing to reach a settlement the dispute is to be settled through diplomatic channels.

*Article 15*

1. Fees and other payments for the use by the airline of the U.S.S.R. of each airfield, its structure and servicing facilities on the territory of the Republic of Ghana shall be charged in accordance with the officially approved rates and tariffs.

2. Fees and payments for the use by the Ghanaian airline of each airfield, its structure and servicing facilities on the territory of the U.S.S.R. shall not be higher than the rates and tariffs which are charged against the airline of the U.S.S.R. for similar services within the territory of the Republic of Ghana.

*Article 16*

The civil aviation authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Parties.

*Article 17*

This Agreement shall come into force on the date on which it is signed and shall be valid until one of the Contracting Parties informs the other Contracting Party of its desire to denounce this Agreement. In that event, the Agreement shall cease to be valid six months after the date of delivery to the Contracting Party of the notice of denunciation.

DONE, and signed in Accra on the 6th April, 1962, in two original copies, each in the Russian and English languages, both texts are equally authentic.

On behalf of the Government  
of the Republic of Ghana :

(Signed) E. K. BENSAH

On behalf of the Government  
of the Union of Soviet  
Socialist Republics :

(Signed) F. LOGINOV

#### A N N E X 1

1. The Government of the Union of Soviet Socialist Republics designates for the purpose of operating the agreed services specified in the Table of Routes for Soviet aircraft of this Annex the General Department of civil air fleet under the Council of Ministers of the USSR/AEROFLOT/.

2. The Government of the Republic of Ghana designates for the purpose of operating the agreed services specified in the Table of Routes for Ghanaian aircraft of this Annex Ghana Airways being the national airline owned by the Government of Ghana.

3. While operating the agreed services each Contracting Party grants the airline designated by the other Contracting Party the following commercial rights :

- a) The right to discharge and pick up on the territory of each Contracting Party the international traffic of passengers, baggage, cargo and mail originating at or destined for the point within the territories of the other Contracting Party.
- b) The right to discharge and pick up the international traffic of passengers, baggage, cargo and mail between these two points of the territories of the Contracting Parties and the points on the routes specified in the Table of Routes of this Annex provided that such rights will be agreed between the appropriate authorities of each of the Contracting Parties and shall not be detrimental to the designated airlines while operating the whole or part of the same routes.

#### AGREED SERVICES

##### TABLE OF ROUTES

##### *The Routes of Soviet Aircraft*

1. Moscow – Budapest – Belgrade – Cairo – Tripoli – Rabat – Casablanca – Dakar – Bamako – Conakri – Accra – Lagos – Kano – Khartum – Cairo – Moscow in both directions.

2. Moscow – Budapest – Belgrade – Cairo – Tripoli – Khartum – Kano – Lagos – Accra – and to points beyond in both directions.

*The Routes of Ghanaian Aircraft*

1. Accra – Bamako – Tunis – Zurich – Prague – Warsaw – through point Alitus – Moscow – through point Maleja Dobrin – Budapest – Bucharest – Belgrade – Sofia – Cairo – Kano – Accra in both directions.

NOTES :

(1) The designated airlines may omit on the agreed services one or several intermediate points on the territories of third countries.

(2) Commercial Traffic Rights shall not be exercised by the designated airlines as follows :

By the designated Airline of the U.S.S.R. :	By the designated Airline of Ghana :
<hr/>	<hr/>
Between Accra and Lagos, Bamako, Conakry	Between Moscow and Prague, Warsaw, Budapest

A N N E X 2

GENERAL PROVISIONS

1. The Contracting Parties shall take all necessary measures to ensure safe and effective operation of the agreed services. For this purpose each Contracting Party shall make available for the use of the designated airline of the other Contracting Party all such standard radio communication, radio navigation aids, lighting facilities, meteorological and other services as provided for the use of all other foreign airlines.

2. The information and assistance provided in accordance with the terms of this Agreement by each Contracting Party shall be sufficient to meet the reasonable safety requirements of the designated airline of the other Contracting Party.

SUPPLYING INFORMATION

3. The information to be provided by each Contracting Party shall include necessary data of the primary and alternate aerodromes assigned for operating the agreed services, the flight routes within the territory of that Contracting Party, radio and other navigation aids, and other facilities and procedures of the air traffic control service.

4. The information shall include all appropriate meteorological information which shall be available before the flight as well as during the flight on the agreed services. The civil aviation authorities of the Contracting Parties shall use the international code for the transmission of the meteorological forecasts.

5. The civil aviation authorities of the Contracting Parties shall provide an up to date supply of information to the operating airline and services concerned referring to all changes provisioned for in paragraphs 3 and 4 of this Annex and ensure immediate transmission of all notices concerning all the changes. That shall be done by means of "NOTAMS" transmitted either by existent international communication means with subsequent written confirmation wherever applicable, or in writing only, provided that the addressee receives sufficient advance notice. "NOTAMS" shall be supplied in Russian or English.

6. The exchange of information by "NOTAMS" must commence as soon as possible and in any event prior to the commencement of regular flights on the agreed services.

#### PREPARATION OF FLIGHT PLANS AND AIR TRAFFIC CONTROL PROCEDURES

7. The crew of aircraft operated on the agreed services by the designated airline or one of the Contracting Parties must be fully acquainted with the procedures of the flight control service used in the territory of the other Contracting Party.

8. The civil aviation authorities of each Contracting Party shall make available to the crews of the aircraft of the designated airline of the other Contracting Party the following information before the flight and if it is necessary during the flight :

- a) Information of the condition of the aerodromes and navigation means necessary for the execution of the flight ;
- b) Written information, charts and plans as well as additional oral information regarding the weather conditions on the route and at the point of destination (actual weather conditions as well as weather forecasts).

9. Before each flight the aircraft commander shall submit a flight plan for approval to the dispatch branch of the air traffic control service in the country where the flight originates. The flight must be executed in accordance with the approved plan.

Changes in the flight plan are admissible only with permission of the appropriate branch of the air traffic service, unless extraordinary circumstances arise requiring immediate measures.

In such cases the appropriate branch of the air traffic control service shall be notified of the changes in the flight plan as soon as possible.

10. The aircraft commander shall insure the maintenance of a continuous watch on the radio frequency of the air traffic control service and shall ensure immediate transmis-

sion of messages on the above-said frequencies of all information regarding specifically aircraft location and meteorological data according to the national rules as applied U.S.S.R. and Ghana.

11. Provided there is no other arrangement between the civil aviation authorities of the Contracting Parties, communications between the aircraft and the appropriate branches of the air traffic control service shall be carried out by radio telephone in Russian or English languages while working with the stations in the Soviet Union and in English or Russian with the stations in the Republic of Ghana on frequencies determined for this purpose by the Contracting Parties. For the purpose of information at great distances the radio telegraphy may be used in international Q/code.

#### AIRCRAFT EQUIPMENT

12. Aircraft which will be operated in the agreed services by the designated airline of each Contracting Party must be equipped, if possible, for the usage of the navigation aids and facilities which permit them to use the authorised routes and also one or several landing systems used on the territory of the other Contracting Country.

13. The aircraft to be used on the agreed services are to be equipped with radio transmitters and receivers with quick tuning and with appropriate radio frequencies for the purpose of the communications with ground stations situated within the territory of the other Contracting Party.

#### FLIGHT AND DISPATCH PROCEDURES

14. For the purpose pointed out in this Annex a Flight Dispatch System shall be applied and other procedures used on the territory of each Contracting Party shall be adhered to.

#### COMMUNICATION FACILITIES

15. For the purpose of exchanging the information essential for the operation of the agreed services, including the transmission of "NOTAMS" as well as for air traffic control purposes, the aeronautical authorities of the Contracting Parties shall :

- a) use existent communications channels between Accra and Moscow ;
- b) establish if it deems necessary a direct two-way radio communication between Accra 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 service.