

No. 8706

**UNION OF SOVIET SOCIALIST REPUBLICS
and
CYPRUS**

**Air Transport Agreement (with annexes). Signed at Nicosia,
on 29 February 1964**

Official texts: English and Russian.

Registered by the International Civil Aviation Organization on 31 July 1967.

**UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES
et
CHYPRE**

**Accord relatif aux transports aériens (avec annexes). Signé à
Nicosie, le 29 février 1964**

Textes officiels anglais et russe.

Enregistré par l'Organisation de l'aviation civile internationale le 31 juillet 1967.

No. 8706. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS AND THE GOVERNMENT OF THE REPUBLIC OF CYPRUS. SIGNED AT NICOSIA, ON 29 FEBRUARY 1964

The Government of the Union of Soviet Socialist Republics and the Government of the Republic of Cyprus, 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 to this Agreement for the purpose of establishing air services (hereinafter called "agreed services") envisaged herein.

Article 2

1. The operation of the agreed services may commence immediately following the appointment by the respective Contracting Party its airline for the operation of these services.

2. The flight routes of aircraft on the agreed services and the points for crossing national boundaries shall be established by each of the Contracting Parties within its territory.

3. The designated airline of each Contracting Party shall communicate for approval to the Aeronautical Authorities of the other Contracting Party the schedules, frequency of flights and types of aircraft prior to the inauguration of the agreed services. This shall likewise apply to later changes.

4. The tariffs on the agreed services shall be agreed in the first place between the designated airlines and shall be subject to the approval of the Aeronautical Authorities of the Contracting Parties.

5. The Aeronautical Authorities of the Contracting Parties shall exchange traffic statistics on the agreed services.

¹ Applied provisionally as from 29 February 1964, the date of signature and came into force on 29 April 1965, the date laid down in an exchange of diplomatic notes stating that the formalities required by the national legislation of each Contracting Party had been completed, in accordance with article 11 (1).

Article 3

1. Each Contracting Party reserves the right to temporarily suspend or revoke the rights specified in Annex 1 to this Agreement in any case when it does not have satisfactory evidence to the effect that substantial ownership of or actual control over the airline designated by the Contracting Party is vested in nationals of that Contracting Party, or in case of non-observance by the designated airline of laws and regulations specified in Article 6 or nonfulfilment of the conditions under which rights are granted in accordance with this Agreement.

2. This right will be put into practice only after consultation between the Civil Aviation Authorities of the Contracting Parties, unless immediate suspension of exploitation or the immediate introduction of restrictive conditions become necessary for the prevention of further violations of the laws and regulations.

Article 4

1. To ensure safety of flights on the agreed services each Contracting Party shall grant to the aircraft of the other Contracting Party necessary radio, lighting, meteorological and other facilities required for the operation of flights and shall convey to the other Contracting Party data on such facilities and information on primary and alternate aerodromes where landing may be made and on flight routes within the limits of its territory.

2. Matters pertaining to ensuring safety of flights and to the responsibility of the Contracting Parties in relation to the operation of the flights shall be within the competence of Civil Aviation Authorities of the Contracting Parties and shall be mentioned in Annex 2 to this Agreement.

3. Annex 1 and the routes specified in Tables I and II of Annex 1 may be changed by an agreement between the Civil Aviation Authorities of the Contracting Parties within the limits of the entire period of validity of this Agreement.

Article 5

1. Aviation fuel, lubricants, spare parts and other materials and equipment delivered or being delivered by the airline designated by one of the Contracting Parties into the territory of the other Contracting Party exclusively for its operational needs shall be exempt from customs duties, taxes and other charges during their presence 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 provision 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 duties and charges even in the event that these materials will be used by such aircraft during flight over such territory, except in such cases when the above-mentioned items are disposed of in the territory of the other Contracting Party.

3. Each Contracting Party shall grant the airline of the other Contracting Party the acquisition on reasonable prices or importation on its territory of sufficient quantities of aviation fuel of necessary kind, quality and specification in accordance with the requirements of such airline.

Article 6

1. The laws and regulations of one Contracting Party governing the entry into and the exit from its territory by aircraft on international flights 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 regulations of either Contracting Party governing the arrival in or departure from its territory of passengers, crew or cargo of aircraft, in particular, rules and regulations governing passports, 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 shall have identification marks of their state, established for international flights, certificates of registration, certificates of airworthiness and other aircraft documents required by the Civil Aviation Authorities 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 of an aircraft of one Contracting Party within the territory of the other Contracting Party, the Party in whose territory the accident took place shall immediately notify the other Party thereof, take necessary measures for the investigation of the causes of the 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 aircraft and of mail, baggage and cargo on board.

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

Article 9

1. Fees and other charges for the use of each airport, including its installations, technical and other facilities and services, as well as any charges for the use of aeronautical and communication facilities and services shall be made in accordance with the rates and tariffs established by the respective Contracting Party.

2. The settlement of accounts for any commercial operations or other services connected with air services between the two countries shall be made in accordance with the trade and payments agreement between the Union of Soviet Socialist Republics and the Republic of Cyprus of the 22nd December, 1961.

Article 10

1. For the co-ordination of 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 have representatives and their assistants at airports on the territory of the said Contracting Party.

2. The representatives specified in this article and also members of the crew of aircraft of the airlines designated by the Contracting Parties must be citizens of the said Contracting Parties or be of such other citizenship as may be agreed between the Contracting Parties.

Article 11

1. The present Agreement shall be provisionally applicable from the date of its signature and shall come into force on a date to be laid down in an exchange of diplomatic notes, which shall state that the formalities required by the national legislation of each Contracting Party have been completed.

2. This Agreement shall be valid until one of the Contracting Parties informs the other Contracting Party of its desire to terminate it. In that event, the Agreement shall cease to be valid six months after the date of delivery to the other Contracting Party of the notice of termination.

CONCLUDED in the city of Nicosia on the 29th February of 1964, in duplicate, each in the Russian and English languages, and both texts shall be equally authentic.

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

V. VASILIEV

On behalf of the Government
of the Republic of Cyprus :

A. Sp. ARAOUZOS

ANNEX 1

1. The Government of the Union of Soviet Socialist Republics designates the General Department of Civil Air Fleet under the Council of Ministers of the USSR (AEROFLOT) to operate the agreed services specified in the Table of Routes for Soviet aircraft of this Annex.

2. The Government of the Republic of Cyprus designates Cyprus Airways Ltd. to operate the agreed services specified in the Table of Routes for Cyprus aircraft of this Annex.

3. The airline designated by the Government of the Republic of Cyprus shall have within the territory of the Union of Soviet Socialist Republics the right to pick up and set down passengers, mail and cargo of international destination in accordance with paragraph 5 of this Annex.

4. The airline designated by the Government of the Union of Soviet Socialist Republics shall have within the territory of the Republic of Cyprus the right to pick up and set down passengers, mail and cargo of international destination in accordance with paragraph 6 of this Annex.

5. Preferential right to transportation between the Union of Soviet Socialist Republics and points in the third countries situated on the agreed Routes shall be granted to the airline designated by the Government of the Union of Soviet Socialist Republics except points where the Soviet airline does not operate.

6. Preferential right to the transportation between the Republic of Cyprus and points in the third countries situated on the agreed Routes shall be granted to the airline desig-

nated by the Government of the Republic of Cyprus except for points where the Cyprus Airline does not operate.

7. The airlines designated by the Contracting Parties shall take all necessary measures in order that all passengers, mail and cargo between their appropriate territories shall be transported by agreed services as far as this is possible.

AGREED SERVICES

TABLE OF ROUTES

I. *For Soviet aircraft*

Moscow–Nicosia and beyond to third countries and back.

II. *For Cyprus aircraft*

Nicosia–Moscow and beyond to third countries in the West through the International corridors over the territory of Union of Soviet Socialist Republics and back.

NOTE :

1. Flights of the aircraft of the designated airlines of the Contracting Parties over the territory of a third country and the landings in the points situated on its territory shall be made with the permission of that country.

2. The designated airlines of the Contracting Parties while operating the agreed services may omit any or all points of intermediate landings.

A N N E X 2

GENERAL PROVISIONS

1. The Contracting Parties shall take all necessary measures to insure safe and efficient operation of the agreed services. For this purpose each Contracting Party shall provide for the use of the aircraft of the airline designated by the other Contracting Party all technical means of communication, radio navigation aids, and other services necessary to operate the agreed services.

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

PROVISION OF INFORMATION

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

4. The information shall also include all appropriate meteorological information which shall be provided 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 information and agree on necessary periods of transmitting meteorological forecasts taking into consideration the approved time-tables on the agreed services.

5. The Civil Aviation Authorities of the Contracting Parties shall provide a constant supply to the operating airline and services concerned of all changes in information in accordance with 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 where applicable, or in a written form only, provided that the addressee can receive it sufficiently in advance. "NOTAMS" shall be supplied in Russian and English or in 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 PROCEDURE

7. The crew of aircraft operated on the agreed services by the airline designated by one of the Contracting Parties must be fully conversant 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 provide the crews of the aircraft of the airline designated by the other Contracting Party the following information before the flight and if it is necessary during the flight :

- a) Information about the condition of the aerodromes and navigation aids necessary for the execution of the flight;
- b) Written information, charts and schemes 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 by the agency 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 agency of the air traffic service, unless emergency circumstances demand taking immediate measures.

In such cases the appropriate agency 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 ensure the maintenance of a continuous watch on the radio frequency of the air traffic control and ensure the readiness of immediate transmission of replies on the above-said frequencies of all information in particular about aircraft location and meteorological information according to the national rules.

11. Provided there is no other arrangement between the Civil Aviation Authorities of the Contracting Parties, communications between the aircraft and the appropriate agencies 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 with the stations in Cyprus, on frequencies determined for this purpose by the Contracting Parties.

For the purpose of information at great distances the radio telegraphic may be used in international Q code if available.

AIRCRAFT EQUIPMENT

12. Aircraft which will be operated in the agreed services by the airline designated by each Contracting Party must be equipped and adapted, if possible, for the usage of 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 Party.

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

FLIGHT AND DISPATCHER PROCEDURES

14. For the purposes pointed out in the present Annex there shall be applied flight air traffic control and other procedures used in the territory of each Contracting Party.

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 liaison purposes, the Civil Aviation Authorities of the Contracting Parties shall:

- a. use existing communication channels between Moscow and Nicosia.
- b. establish, if necessary and possible, a direct two-way radio communication between Moscow and Nicosia, this circuit may also be used for the exchange of information between the airlines of the Contracting Parties with a view to ensure the regular and satisfactory operation of the agreed services.