

No. 9606

---

**UNITED STATES OF AMERICA  
and  
UNION OF SOVIET SOCIALIST REPUBLICS**

**Civil Air Transport Agreement (with annex, supplementary agreement and exchange of notes). Signed at Washington on 4 November 1966**

*Authentic texts : English and Russian.*

*Registered by the United States of America on 6 June 1969.*

---

**ÉTATS-UNIS D'AMÉRIQUE  
et  
UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES**

**Accord relatif aux transports aériens civils (avec annexe, accord supplémentaire et échange de notes). Signé à Washington le 4 novembre 1966**

*Textes authentiques : anglais et russe.*

*Enregistré par les États-Unis d'Amérique le 6 juin 1969.*

## CIVIL AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS

---

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics, desiring to conclude an Agreement for the purpose of establishing air transport services, have appointed their plenipotentiaries, who have agreed as follows :

### *Article 1*

Each Contracting Party grants the other Contracting Party the rights enumerated in this Agreement and the Annex hereto for the purpose of establishing and operating the air services (hereinafter called "agreed services") envisaged herein. The Annex to this Agreement shall be deemed an integral part of this Agreement, and all references to the Agreement shall refer also to the Annex.

### *Article 2*

1. The flight routes of aircraft on the agreed services and the points for crossing national boundaries shall be established by each Contracting Party within its territory.
2. All technical and commercial questions not covered by this Agreement concerning the flights of aircraft and the transportation of passengers, baggage, cargo, and mail on the agreed services, as well as all such questions concerning commercial cooperation, in particular the establishment of schedules, frequency of flights, capacity (as set forth in Article 3 of this Agreement), fares and rates, servicing of aircraft on the ground, and methods of financial accounting, shall be resolved by agreement between the designated airlines.
3. The agreement between the designated airlines and amendments thereto shall be subject to approval by the appropriate authorities of the Contracting Parties. After the airline agreement has thus been approved and all other requirements with respect to the operation of the agreed services have been complied with, the Contracting Parties shall by an exchange of notes specify a date on which the agreed services may commence.

---

<sup>1</sup> Came into force on 4 November 1966 by signature, in accordance with article 17 of the Agreement and article V of the Supplementary Agreement.

*Article 3*

1. The capacity to be provided by each designated airline on the agreed services shall be related primarily to the requirements of the traffic having its initial origin or ultimate destination in the territory of the Contracting Party whose nationality the airline possesses. Such origin and destination is determined by the ticket or air waybill. Traffic which transits the territory of a Contracting Party, with or without stopover, shall not be considered to have its origin or destination in that territory.

2. The designated airline of each Contracting Party shall submit periodically to the other Contracting Party traffic statistics as shall be specified in the airline agreement.

3. There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate and promote the agreed services, and the airline agreement shall contain appropriate provisions to implement this principle.

*Article 4*

All fares and rates to be charged pursuant to the airline agreement for traffic which moves over the agreed services for all or part of its transportation by air shall be established at reasonable levels, due regard being paid to all relevant factors, such as costs of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service. Such fares and rates shall be filed with the appropriate authorities of the Contracting Parties.

*Article 5*

Each Contracting Party reserves the right to withhold, suspend, or revoke permission to operate the agreed services from the designated airline of the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals or agencies of the other Contracting Party. Such action may also be taken by either Contracting Party in case of the failure of the airline of the other Contracting Party to comply with the laws and regulations of the first Contracting Party referred to in Article 9 of this Agreement, or in case of failure of the airline or the other Contracting Party to perform its obligations under this Agreement or under the Supplementary Agreement referred to in Article 6 of this Agreement or to fulfill the conditions under which the rights are granted in accordance with this Agreement on the basis of reciprocity. Such action shall normally be taken only after

prompt consultation between the appropriate authorities of the Contracting Parties, except in case of a failure to comply with laws and regulations referred to in Article 9, Paragraphs 1 and 2.

#### *Article 6*

The Contracting Parties shall take all necessary measures to ensure safe and effective operation of the agreed services. To this end, they shall conclude a Supplementary Agreement relating to such measures.

#### *Article 7*

1. Fees and other charges for the use by the Soviet airline of each airport, including its structure, technical and other facilities and services, as well as any charges for the use of airways and communications facilities and services, and charges for fuels and lubricants, in the territory of the United States of America shall be made at established levels.

2. Fees and other charges for the use by the United States airline of each airport, including its structure, technical and other facilities and services, as well as any charges for the use of airways and communications facilities and services, and charges for fuels and lubricants, in the territory of the Union of Soviet Socialist Republics shall not be higher than the fees and other charges which are levied upon the Soviet airline for similar facilities and services within the territory of the United States of America.

#### *Article 8*

1. Aviation fuel, lubricants, spare parts (assembled or unassembled) and other materials and equipment, delivered to or taken on board in the territory of one Contracting Party exclusively for the operational needs of the designated airline of the other Contracting Party, shall be exempt on a basis of reciprocity from customs duties, taxes, inspection fees and other national duties and charges.

2. Aircraft being operated on the agreed services, as well as spare parts (assembled or unassembled), provisions and other materials and equipment which are retained on board the aircraft of the designated airline of one Contracting Party, shall be exempt on the basis of reciprocity within the territory of the other Contracting Party from customs duties, taxes, inspection fees, and other national

duties and charges, even in the event that these materials are 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.

3. Each Contracting Party shall ensure the provision at a reasonable price or facilitate the importation into its territory of an adequate quantity of aviation fuel of required grade, quality, and specifications for the airline of the other Contracting Party in accordance with the request of such airline.

#### *Article 9*

1. The laws and regulations of one Contracting Party governing the entry into and exit from its territory of civil aircraft in international flight in accordance with the present Agreement or the operation and navigation of such aircraft while within the limits of its territory shall apply to the aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing the arrival and sojourn in and departure from its territory of aircraft crews, passengers, baggage, cargo and mail carried on board aircraft, in particular regulations governing landing permits, passports, customs and immigration, currency, and quarantine formalities, shall apply to the crews, passengers, baggage, cargo and mail of the aircraft of the designated airline of the other Contracting Party during their arrival and sojourn in and departure from the territory of the first Contracting Party.

3. Visas for air crews and cabin crews 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 forty 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.

4. Crews employed on the agreed services may stay temporarily in New York or Moscow provided that they leave on the aircraft on which they arrived or on the next regularly scheduled flight of their airline, unless prevented by illness or crew rest requirements.

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

*Article 10*

1. All aircraft of the designated airline of one Contracting Party during flights over the territory of the other Contracting Party must have the identification marks of their state established for international flights, and also the following documents :

Certificate of registration;

Certificate of airworthiness;

License for radio equipment;

Appropriate certificates for each member of the crews;

When carrying passengers, a list of passengers indicating the points of their embarkation and debarkation, unless transmitted by other means; and

When carrying cargo, documents describing the cargo.

2. All of the aforementioned documents issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party, provided that the requirements under which the certificates or licenses were issued or rendered valid are not less stringent than mutually agreed standards generally accepted in international civil air transportation of passengers, cargo and mail.

*Article 11*

1. In case of a forced landing, accident or other incident involving an aircraft of the designated airline of one Contracting Party within the territory of the other Contracting Party, the Contracting Party in whose territory the incident took place shall without delay and by the quickest means notify the other Contracting Party thereof, and of the available particulars and circumstances of the occurrence, take necessary measures for the investigation of the causes of the incident, and also undertake immediate steps to give such assistance as may be necessary to the crew and passengers, provide for the safety of the aircraft and the mail, baggage, and cargo of such aircraft in the condition in which they are after the incident, and provide for their rapid onward transportation.

2. (1) The Contracting Party whose registry the aircraft possesses shall have the right to appoint its observers, who shall be present and participate in the investigation of the incident.

(2) The preparation of the report, findings, and the determination of probable cause of such incident will be accomplished by the appropriate authorities of the Contracting Party in whose territory the incident occurred.

3. The Contracting Party conducting the investigation of the incident is required to :

(1) upon the request of the other Contracting Party, leave the aircraft and its contents undisturbed (so far as is reasonably practicable) pending their inspection by representatives of the appropriate authorities of such Contracting Party and of the airline whose aircraft is involved;

(2) grant immediate access to the aircraft to accredited representatives of the other Contracting Party and to representatives of the airline whose aircraft is involved;

(3) ensure the protection of evidence;

(4) conduct an inquiry into the incident and furnish the other Contracting Party with a report of the facts, conditions, and circumstances thereof;

(5) on request of the other Contracting Party, release to any person or persons designated by it the aircraft, its contents or any part thereof, as soon as these are no longer necessary for the inquiry, and facilitate removal thereof to the territory of the other Contracting Party.

4. The crew of the aircraft involved in the incident and the representatives of the airline whose aircraft is involved shall comply with all accident investigation laws and regulations applicable within the territory where the incident took place.

5. Prior to commencement of the agreed services each Contracting Party shall establish air search and rescue procedures, activities and centers within its territory so as to promote efficient organization of search and rescue operations in connection with flights conducted under this Agreement, including arrangements for mutual participation in such operations with the consent of the Contracting Party in whose territory the search and rescue activities are to be conducted. Information on search and rescue procedures will be exchanged on a current basis.

#### *Article 12*

To facilitate the conduct of the operation of the agreed services including the servicing of aircraft, each Contracting Party shall grant the airline of the other Contracting Party operating such services the right to have a representation with up to a total of eight employees stationed at the terminal point of the agreed routes within the territory of the first Contracting Party. Additionally, each Contracting Party grants the right of entry into its territory for short periods

not exceeding thirty days to those personnel required by the airline of the other Contracting Party for the normal conduct of its activities.

### *Article 13*

1. Flights of the airlines of both Contracting Parties on the agreed routes shall be suspended upon thirty days' notice given by one Contracting Party to the other if it finds that its designated airline is prevented from operating flights on the agreed services because of circumstances beyond the control of the first Contracting Party. Such flights may be suspended immediately by either Contracting Party if extraordinary circumstances arise which are beyond the control of the appropriate authorities of that Contracting Party.

2. Services so suspended can thereafter be reinstated through an exchange of notes between the Contracting Parties and shall be carried on in accordance with the terms of this Agreement, the Supplementary Agreement, and the airline agreement.

### *Article 14*

1. All financial accounting and payments between the designated airlines of the Contracting Parties pursuant to the airline agreement shall be carried out, as agreed upon by the designated airlines, in United States dollars, or in rubles if such payments in rubles become legal under the currency regulations of the Union of Soviet Socialist Republics, through the transfer of sums due to the designated airline of the Union of Soviet Socialist Republics to its account in the Bank for Foreign Trade in Moscow and of sums due to the designated United States airline to its account in a bank of its choice in the United States of America. Particular payments may be made in third country currencies by agreement between the designated airlines.

2. The above-mentioned sums shall be transferred freely and such transfers shall be exempt from any taxation or any other restrictions.

3. Passengers intending to undertake a trip, regardless of their citizenship, shall be free to choose the airline or airlines. They shall be free, when paying for the air service, to pay for it in the currency of that country where the payment takes place if the tariffs of the carrier provide for payment in such currency.



4. The rate of conversion between the rubles and the United States dollars for all purposes pursuant to this Agreement including pricing of and payment for commodities and services and settlement of outstanding balances between the two designated airlines shall be the rate of exchange on the date of settlement of outstanding balances which is applied on that date for sales of transportation over both carriers and which is legal in the Union of Soviet Socialist Republics and not unlawful in the United States of America. If there should be a change in the rate of exchange applied for such sales of transportation, the designated airlines will make a special settlement at the old rate as of the date of such change.
5. The rates of exchange which shall be applicable to sales made in currencies of third countries of transportation performed by the designated airlines pursuant to this Agreement shall be provided for in the airline agreement.
6. The provisions of this Article shall be applicable to cargo as well as passenger transportation.

#### *Article 15*

1. Except as otherwise agreed upon by the designated airlines in the airline agreement with respect to their liability to each other, in the event the designated airline of one Contracting Party or its employees acting within the scope of their employment shall cause damage to persons or property, that airline shall accept financial responsibility for such damage in accordance with, and within the limits set by, the applicable national laws of the Contracting Party in whose territory the damage was caused or its international obligations under a multi-lateral convention.
2. The designated airline of each Contracting Party will authorize its representatives within the territory of the other Contracting Party to accept documents related to the activity of such airline including service of notice and other legal process.

#### *Article 16*

Either Contracting Party may at any time request consultations between the appropriate authorities of both Contracting Parties for the discussion, interpretation, application or amendment of this Agreement. Such consultation shall begin within sixty days after the receipt of the request by the Department of State of the United States of America or by the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics, respectively. In the event that

agreement is reached concerning the amendment of this Agreement, these amendments shall come into force upon confirmation by an exchange of diplomatic notes.

#### *Article 17*

This Agreement shall come into force on the date on which it is signed and shall remain in force until six months after the receipt by one Contracting Party from the other Contracting Party of a notice of its intention to denounce this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

DONE in duplicate, each in the English and Russian languages, both equally authentic, at Washington, this fourth day of November, one thousand nine hundred and sixty-six.

For the Government of the United States of America :

Llewellyn E THOMPSON

For the Government of the Union of Soviet Socialist Republics :

E F LOGINOV

#### ANNEX

1. The Government of the Union of Soviet Socialist Republics entrusts the Ministry of Civil Aviation of the U.S.S.R. with responsibility for the operation of the agreed services on the routes specified in Table I of this Annex, which in turn designates for this purpose the Transport Authority of the International Airlines of Civil Aviation (Aeroflot).
2. The Government of the United States of America designates Pan American World Airways, Inc., to operate the agreed services on the routes specified in Table II of this Annex.
3. The designated airline of the Union of Soviet Socialist Republics shall have in the territory of the United States of America at the terminal point of the agreed route the right to land for technical and commercial purposes as well as to use alternate airports and flight facilities for these purposes. Such airline shall have within the territory of the United States of America the right :

(1) To discharge passengers, baggage, cargo and mail coming from the Union of Soviet Socialist Republics or points beyond the Union of Soviet Socialist Republics in third countries and destined for the United States of America or points beyond the United States of America in third countries; and

(2) To pick up passengers, baggage, cargo and mail coming from the United States of America or points beyond the United States of America in third countries and destined for the Union of Soviet Socialist Republics or points beyond the Union of Soviet Socialist Republics in third countries.

4. The designated airline of the United States of America shall have in the territory of the Union of Soviet Socialist Republics at the terminal point of the agreed route the right to land for technical and commercial purposes as well as to use alternate airports and flight facilities for these purposes. Such airline shall have within the territory of the Union of Soviet Socialist Republics the right :

(1) To discharge passengers, baggage, cargo and mail coming from the United States of America or points beyond the United States of America in third countries and destined for the Union of Soviet Socialist Republics or points beyond the Union of Soviet Socialist Republics in third countries; and

(2) To pick up passengers, baggage, cargo and mail coming from the Union of Soviet Socialist Republics or points beyond the Union of Soviet Socialist Republics in third countries and destined for the United States of America or points beyond the United States of America in third countries.

#### AGREED SERVICES

TABLE I

*For the Union of Soviet Socialist Republics*

Moscow–New York and return, nonstop in both directions, except for agreed technical stops.

TABLE II

*For the United States of America*

New York–Moscow and return, nonstop in both directions, except for agreed technical stops.

AGREEMENT SUPPLEMENTARY TO THE CIVIL AIR TRANSPORT  
AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA AND THE GOVERNMENT OF THE UNION  
OF SOVIET SOCIALIST REPUBLICS

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics, having on this date signed a Civil Air Transport Agreement and desiring to conclude, in accordance with Article 6 thereof, a Supplementary Agreement providing for measures to ensure safe and effective operation of the agreed services, have agreed as follows :

*Article I*

The following provisions shall be applied by the appropriate authorities of the Contracting Parties in the operation of the agreed services :

1. The appropriate authorities of the Contracting Parties shall take all necessary measures to ensure safe and effective operation of the agreed services. For this purpose, each of them shall provide within its territory for the use of the designated airline of the other Contracting Party appropriate airports (regular and alternate), routes, radio communications and radio navigational aids, airport lighting aids, instrument landing aids, airport safety facilities, including fire and crash equipment, search and rescue facilities, meteorological and air traffic control services, Notices to Airmen (NOTAMS), and other services necessary to operate the agreed services.

2. Air routes and assigned airports :

(A) (1) Aircraft of the designated airline of the United States shall conduct flight operations into Moscow and return along any of the following air routes, considering one to be regular and the other alternate :

(a) Ventpils–Moscow (regular route);

(b) Alitus–Moscow (alternate route).

(2) Flights in the Union of Soviet Socialist Republics will be on designated airways/routes and within control areas, as directed by air traffic control.

(3) Regular and alternate airports are assigned as follows :

(a) Regular—Sheremetyevo International Airport

(b) Alternates :

(i) Vnukovo\*

---

\* May be used as the regular airport during the time Sheremetyevo is closed.

- (ii) Ryazan—Dyagilevo
- (iii) In the Riga area, or in another suitable location mutually agreed by the appropriate authorities of the Contracting Parties.

(B) (1) Aircraft of the designated airline of the Union of Soviet Socialist Republics shall conduct flights into New York and return along any of the following air routes, considering one to be regular and the other alternate :

- (a) Nantucket, Massachusetts—New York (regular route);
- (b) Boston, Massachusetts—New York (alternate route).
- (2) Flights in the United States will be on designated airways/routes and within control areas, as directed by air traffic control.

(3) Regular and alternate airports are assigned as follows :

- (a) Regular—John F. Kennedy International Airport;
- (b) Alternates :
  - (i) Philadelphia International Airport\*
  - (ii) Boston—Logan International Airport
  - (iii) In the New York area, or in another suitable location mutually agreed by the appropriate authorities of the Contracting Parties.

(C) Any changes in the selection of the regular or alternate air routes referred to in subparagraphs (A) and (B) above shall be agreed between the designated airlines. Flights, as a general rule, shall be carried out on the regular route. Use of the alternate air route, however, shall be permitted on any particular flight, subject to clearances by air traffic control authorities for air traffic purposes.

(D) The alternate airports mentioned in subparagraphs (A) (3) (b) (iii) and (B) (3) (b) (iii) above will be mutually agreed by the appropriate authorities of the Contracting Parties prior to the commencement of service.

3. The information and assistance provided in accordance with the terms of the Civil Air Transport Agreement and of this Supplementary Agreement shall be sufficient to meet the reasonable requirements of the designated airline of the other Contracting Party.

4. The information to be provided by the appropriate authorities of each Contracting Party shall include detailed particulars of the regular and alternate airports assigned for operating the agreed services, the flight routes within its

---

\* May be used as the regular airport during the time John F. Kennedy International is closed.

territory, radio and other available navigational aids, and other facilities and procedures of the air traffic control services. Such information shall conform to mutually agreed standards generally accepted in international civil air transportation.

5. (A) The appropriate authorities of the Contracting Parties shall provide a continuous service of information in accordance with paragraph 4 of this Article, so that such information will be operational for the day in question and that any changes will be transmitted immediately.

(B) Notice of changes shall be given by means of NOTAM service transmitted either by teleprinter or by other established rapid aeronautical communication facilities, with subsequent written confirmation when necessary, or in writing only, provided that the addressee receives sufficient advance notice. NOTAMS transmitted by teleprinter shall be transmitted in a NOTAM code which is in accordance with mutually agreed standards generally accepted in international civil air transportation. Written NOTAMS shall be supplied in English or in English and Russian.

(C) 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.

6. (A) The crews of aircraft operated on the agreed services by the designated airlines shall be fully acquainted with the flight rules and procedures of the air traffic control services which are used by the appropriate authorities of the other Contracting Party, and shall comply with these rules and procedures.

(B) All flight operations conducted on the agreed services, while over the high seas, shall comply with the applicable rules, regulations, instructions, and procedures of the country or countries providing air traffic control services in the airspace over the high seas in which the aircraft is operating.

7. The appropriate authorities of each Contracting Party shall provide the designated airline of the other Party with current information on the conditions prevailing along the air route. Such information shall include data on the conditions at airports and aids to navigation necessary for the execution of the flight.

8. (A) All flight operations shall be conducted on an instrument flight rule flight plan. Before each flight, the commander of the aircraft shall submit a flight plan to the air traffic control authorities in the country from which the flight is starting. Prior to departure, an air traffic control clearance shall be issued for each flight. Additionally, air traffic clearance is specifically required for : (1) takeoff, (2) approach, and (3) landing.

(B) Compliance with air traffic control instructions and clearances shall be mandatory as originally received and as may be subsequently amended, whether or not amendments are at the request of the commander of the aircraft. However, the commander of the aircraft shall have the authority to deviate therefrom in case of an emergency requiring immediate action to safeguard the aircraft and the passengers, but only to the extent necessary therefor, and provided that he shall advise the appropriate air traffic control authorities as soon as possible of the action taken.

(C) Routings to alternate airports shall be in accordance with air traffic control clearances and instructions.

9. The commander of the aircraft shall ensure the maintenance of a continuous watch on the air traffic control radio frequencies, as designated by the appropriate air traffic control authority, and shall ensure immediate transmission of replies on those frequencies.

10. Communications between the aircraft and the air traffic control authorities shall be carried out by radio telephone in English, preferably by using two-way radio circuits directly connecting the aircraft to the air traffic control authorities.

11. (A) The appropriate authorities of each Contracting Party shall ensure that the aircraft used on the agreed services by the designated airlines are equipped with appropriate radio transmitters, receivers, and beacon transponders, as well as with navigation and approach aid equipment, which meet mutually agreed standards generally accepted in international civil air transportation.

(B) Navigation and approach aid equipment of the aircraft shall be adapted to at least one of the navigation and approach aid systems employed within the territory of the other Contracting Party.

(C) All such communication, navigation, and approach aid equipment shall be in normal operating order at the beginning of each flight. Such equipment shall be so arranged, in accordance with provisions mutually agreed upon between the appropriate authorities of the Contracting Parties, that the failure of a component will not preclude receiving the communications and navigation aid signals necessary for safety of flight.

(D) The navigation aid system referred to in subparagraph (A) above shall mean, in the case of the Union of Soviet Socialist Republics, NDB and, in the case of the United States, VOR/DME. The approach aid systems referred to in that subparagraph shall be, in the case of the Union of Soviet Socialist Republics, NDB, SP, and, at airports Sheremetyevo and Vnukovo, the additional system ILS, and, in the case of the United States, ILS. Both the navigation

aid systems and the approach aid systems shall comply with mutually agreed standards generally accepted in international civil air transportation.

12. (A) All aircraft operations conducted in the agreed service shall comply :

- (1) While within the Union of Soviet Socialist Republics, with the applicable rules, regulations, and procedures of the Union of Soviet Socialist Republics; and
- (2) While within the United States, with the applicable rules, regulations, and procedures of the United States.

(B) In addition, the appropriate authorities of each Contracting Party may require aircraft of its airline to comply with its regulations while operating within the territory of the other Contracting Party to the extent that these regulations are not in conflict with the regulations of the appropriate authorities of that other Contracting Party.

13. (A) The aircraft to be used on the agreed services by the designated airline of the Union of Soviet Socialist Republics shall meet the airworthiness and performance requirements specified by the United States. For purposes of this paragraph, these requirements shall be the applicable airworthiness and performance standards, recommended practices, and technical annexes established by the International Civil Aviation Organization.

(B) The aircraft to be used on the agreed services by the designated airline of the United States shall meet the airworthiness and performance requirements specified by the Union of Soviet Socialist Republics. These requirements shall not be more stringent than those specified by the United States.

(C) The provisions of subparagraphs (A) and (B) of this paragraph shall not be considered as precluding such particular deviations from the specified requirements as may be agreed between the appropriate authorities of the Contracting Parties.

14. The standards, recommended practices, technical annexes, and codes established by the International Civil Aviation Organization (and where appropriate by the World Meteorological Organization) shall be applied in principle to the matters covered in paragraph 2 of Article 10 of the Civil Air Transport Agreement and in the Supplementary Agreement.

15. For the purpose of exchanging information essential for executing the flights on the agreed services, including the transmission of NOTAMS, as well as for air traffic control liaison purposes, the appropriate authorities of each Contracting Party shall establish two-way communication between New York and Moscow. This circuit may also be used for operational, commercial,



meteorological, and administrative telegrams within and between the designated airlines with a view of ensuring the regular and normal operation of the agreed services. Transmission on the said two-way circuit shall be effected either in full or using a code mutually agreed between the appropriate authorities of the Contracting Parties.

16. (A) The appropriate authorities of each Contracting Party shall supply or make available meteorological information required for servicing flights over the agreed routes, in accordance with the provisions of Chapter 12 of the Technical Regulations of the World Meteorological Organization and in accordance with such additional arrangements as have been or may be mutually agreed between the Main Administration of Hydrometeorological Service of the Union of Soviet Socialist Republics and the Environmental Science Services Administration (formerly Weather Bureau) of the United States.

(B) In order to facilitate exchange of experience and to familiarize meteorological personnel with the typical weather conditions along the route, the appropriate authorities of each Contracting Party may arrange transportation for its meteorological personnel on aircraft of its designated airline. In connection with these arrangements, the appropriate authorities of each Contracting Party shall provide for consultation in its own meteorological centers between its meteorological personnel and those of the other Contracting Party who have arrived for the exchange of experience and familiarization.

17. (A) The designated airlines shall have the right to make such technical flights as may be agreed upon between the appropriate authorities of the Contracting Parties. Such flights shall be made prior to the beginning of regular flights.

(B) Later, the designated airlines shall have the right to make additional technical flights over the agreed routes when instituting an additional route or a new type of aircraft.

(C) Furthermore, the designated airlines shall have the right to make test flights in areas established by the appropriate authorities of each Contracting Party whenever necessary after technical servicing, repair, and refitting of aircraft.

(D) The carrying of paying passengers on such flights shall be forbidden.

18. A designated airline of one Contracting Party shall, at the request of the appropriate authorities of the other Contracting Party, adopt all measures necessary to reduce noise of aircraft to an acceptable level. In this connection, the necessary requirements shall not be more rigid than those required of civil aircraft of other countries making similar international flights within the boundaries of the territory of the Contracting Party making such requests.

19. (A) For the purpose of assuring compliance with safety requirements inspectors of the appropriate authorities of each Contracting Party shall be granted access to :

- (1) Its aircraft while on the ground or in flight within the territory of the other Party;
- (2) Airports and airport, telecommunication, navigation, meteorological, and aircraft maintenance facilities used by its designated airline within the territory of the other Party; and

- (3) Aircraft of the other Party on the ground or in flight while such aircraft are within its territory.

(B) The frequency of such inspections in (2) and (3) of subparagraph (A) above shall be mutually agreed between the appropriate authorities of the Contracting Parties.

20. The appropriate authorities of each Contracting Party undertake to adopt measures to ensure that appropriate disciplinary or administrative action is taken against any member of the crew of its aircraft for violation of any of its obligations which relate to the flight of aircraft and, upon request, shall forward complete information on any such disciplinary or administrative action to the appropriate authorities of the other Contracting Party.

21. No arms, explosives or munitions, except for signal pistols or pyrotechnic flares normally used for emergency purposes, shall be carried on board aircraft used in the agreed services.

### *Article II*

The technical stops provided for in Tables I and II of the Annex to the Civil Air Transport Agreement shall be Stockholm, Oslo, Shannon, and Gander. Technical stops may be made at other locations with the mutual consent of the Contracting Parties.

### *Article III*

1. The appropriate authorities of the Contracting Parties shall make such arrangements as are necessary to implement Article I of this Supplementary Agreement.

2. The appropriate authorities of either Contracting Party may at any time request consultations for the discussion, interpretation or amendment of Article I of this Supplementary Agreement. Such consultations shall begin within sixty days after the receipt of the request therefor by the appropriate authorities of the other Contracting Party.

3. Amendments of Article I of this Supplementary Agreement which are consistent with the Civil Air Transport Agreement shall be brought into force by agreement between the appropriate authorities of the Contracting Parties.

#### *Article IV*

The “appropriate authorities”, as used in this Supplementary Agreement, shall mean, in the case of the Union of Soviet Socialist Republics, the Ministry of Civil Aviation of the U.S.S.R. or such authority as shall be specified by the Government of the Union of Soviet Socialist Republics, and, in the case of the United States, the Federal Aviation Agency or such agency or Department as shall be specified by the Government of the United States.

#### *Article V*

The present Supplementary Agreement shall come into force simultaneously with the Civil Air Transport Agreement and shall remain in force for the same period of time as that Agreement remains in force.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed the present Supplementary Agreement.

DONE in duplicate, each in the English and Russian languages, both equally authentic, at Washington this fourth day of November, one thousand nine hundred and sixty-six.

For the Government of the United States of America :

Llewellyn E THOMPSON

For the Government of the Union of Soviet Socialist Republics :

E F LOGINOV

## EXCHANGE OF NOTES

## I

*The Acting Deputy Under-Secretary of State for Political Affairs  
to the Soviet Minister of Civil Aviation*

DEPARTMENT OF STATE

WASHINGTON

November 4, 1966

Excellency :

I have the honor to refer to the Civil Air Transport Agreement and a Supplementary Agreement thereto concluded today between our two Governments and to set forth the following understandings of my Government with regard to certain terms and concepts used therein :

1. The term " civil " as used in these Agreements means that the provisions thereof refer solely to aircraft used on the agreed services and the Agreements do not apply to state aircraft used for non-commercial flights such as for military, customs, police or diplomatic purposes.

2. The words " damage to persons " appearing in Article 15 of the Civil Air Transport Agreement include injury or death.

3. Nothing contained in the Agreements requires either Government to make available to the other, by sale or otherwise, any equipment of any kind.

4. Paragraph 1 of Article 8 of the Civil Air Transport Agreement should not be understood to prevent in the territory of one Contracting Party the customs free transfer of aircraft equipment and spare parts between a designated airline of the other Contracting Party and any airline of a third country when such equipment or spare parts are necessary in the maintenance of the aircraft of the airline to which the equipment or parts are to be transferred for the purpose of permitting the safe continuation of its flight, provided that the transfer between the airlines involved is permitted by the appropriate authorities of the Contracting Party in whose territory the transfer is to take place.

I would appreciate receiving your confirmation that the Government of the Union of Soviet Socialist Republics shares the foregoing understandings.

Accept, Excellency, the assurances of my highest consideration.

Llewellyn E. THOMPSON

His Excellency E. F. Loginov  
Minister of Civil Aviation  
of the Union of Soviet Socialist Republics

Имею честь настоящим подтвердить, что Правительство Союза Советских Социалистических Республик разделяет понимание отдельных терминов и положений, изложенное в Вашей ноте.

Примите Ваше Превосходительство уверения в моем высоком к Вам уважении.

Е. Ф. ЛОГИНОВ

Его Превосходительству Ллуэлену Е. Томпсону  
Исполняющему обязанности Заместителя Секретаря по политическим вопросам  
Государственного Департамента

4 ноября 1966 года

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

EMBASSY OF THE  
UNION OF SOVIET SOCIALIST REPUBLICS

November 4, 1966

Excellency :

I have the honor to refer to Your Excellency's note of today's date pertaining to the Civil Air Transport Agreement and a Supplementary Agreement thereto :

[*See note I*]

I have the honor to acknowledge hereby that the Government of the Union of Soviet Socialist Republics shares the foregoing understanding of the specific terms and provisions set forth in Your Excellency's note.

Accept, Excellency, the assurances of my highest consideration.

E F LOGINOV

His Excellency Llewellyn E. Thompson  
Acting Deputy Under-Secretary of State  
for Political Affairs

---

<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.