

**No. 10123**

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**CUBA  
and  
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement relating to air services (with annexes). Signed at  
Havana on 17 July 1962**

*Authentic texts: Spanish and Russian.*

*Registered by the International Civil Aviation Organization on 5 January 1970.*

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**CUBA  
et  
UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES**

**Accord relatif à l'établissement de services aériens (avec  
annexes). Signé à La Havane le 17 juillet 1962**

*Textes authentiques: espagnol et russe.*

*Enregistré par l'Organisation de l'aviation civile internationale le 5 janvier 1970.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE  
REPUBLIC OF CUBA AND THE GOVERNMENT OF  
THE UNION OF SOVIET SOCIALIST REPUBLICS RE-  
LATING TO AIR SERVICES

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

*Article 1*

Each Contracting Party grants the other Contracting Party the rights specified in annex I of this Agreement for the establishment of the air services envisaged therein (hereinafter called “the agreed services”).

*Article 2*

1. Operation of any of the agreed services may commence as soon as each Contracting Party has designated an airline to operate the said services.

2. Any technical and commercial questions relating to aircraft flights and the carriage of passengers, baggage, cargo and mail on the agreed services, and any questions concerning commercial co-operation, particularly with regard to time-tables, traffic frequency, tariffs, servicing and maintenance of aircraft on the ground and financial arrangements, shall be settled between the airlines designated by the Contracting Parties and shall be subject to approval by the competent civil aviation authorities of the Contracting Parties.

3. Points for crossing national boundaries shall be established by each Contracting Party within its territory but may not necessitate unreasonable deviations from the direct route.

*Article 3*

Each Contracting Party reserves the right to suspend temporarily or to revoke the rights specified in annex I of this Agreement in any case where it is not satisfied that substantial ownership and effective control of the airline desig-

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<sup>1</sup> Came into force on 17 July 1962 by signature, in accordance with article 16.

nated by the other Contracting Party are vested in nationals or organs of that Contracting Party, or where the designated airline fails to comply with the laws and regulations specified in article 6 or to fulfil the conditions under which the rights are granted in accordance with this Agreement.

#### *Article 4*

1. To ensure the safety of flights on the agreed services, each Contracting Party shall grant the aircraft of the other Contracting Party the use of the radio, lighting, meteorological and other facilities required for the operation of such flights and shall provide the other Contracting Party with data on such facilities and information on the main and alternate aerodromes where landings may be made and on the route to be followed within its territory.

2.. Matters pertaining to flight safety and to the responsibility of the Contracting Parties for the operation of the flights are dealt with in annex II of this Agreement and shall be within the competence of the civil aviation authorities of the Contracting Parties. Modifications of, and amendments to this annex may subsequently be made in writing by agreement between the above-mentioned civil aviation authorities.

3. Annex I and the routes specified in the route schedule may be changed by agreement between the competent authorities of the Contracting Parties during the period of validity of this Agreement.

#### *Article 5*

1. Aviation fuel, lubricants, spare parts and other materials introduced by the airline designated by one Contracting Party into the territory of the other Contracting Party exclusively for its operational needs shall be exempt from customs duties, taxes and other charges.

2. Aircraft 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 customs duties, inspection fees and other duties and charges, even when these materials will be used by such aircraft during flights over the territory of that Party, except in such cases where the above-mentioned items are disposed of in that territory.

*Article 6*

1. The laws and regulations of one Contracting Party relating to the admission to and departure from its territory of aircraft on international flights or to the operation and navigation of such aircraft while within its territory shall apply to the aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations of one Contracting Party relating to the arrival in and departure from its territory of passengers, crews or cargo of aircraft, and in particular regulations relating to passport, customs, currency and quarantine formalities, shall apply to passengers, crews or cargo arriving in or departing from the territory of that Contracting Party in aircraft of the airline designated by the other Contracting Party.

*Article 7*

1. The aircraft of the airline designated by one Contracting Party shall, during flights over the territory of the other Contracting Party, bear nationality marks as prescribed for international navigation and carry certificates of registration, certificates of airworthiness and other flight documents required by the civil aviation authorities of the Contracting Parties, as well as a licence for the radio equipment.

The pilots and other crew members shall have the necessary certificates.

2. All the above-mentioned documents issued or recognized as valid by one Contracting Party shall be recognized as valid within the territory of the other Contracting Party.

*Article 8*

1. In the event of a forced landing by or accident to 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 and shall take necessary measures to investigate the causes of the accident, provide immediate assistance to any crew members and passengers injured in the accident and ensure the safety of mail, baggage and cargo on board the aircraft.

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

*Article 9*

1. For the settlement of administrative, technical and commercial matters concerning air transportation and the servicing and maintenance of aircraft, the Contracting Parties shall grant the airlines actually operating agreed services the right to keep representatives and their assistants on the territory of the other Contracting Party.

2. The representatives and their assistants mentioned in paragraph 1 above and crew members of aircraft of the airlines designated by the Contracting Parties shall be nationals of the Contracting Parties. Alternatively, such persons shall possess official documents authorizing them to perform the above-mentioned functions with the agreement of the Contracting Parties.

*Article 10*

1. Accounts for carriage effected by the airlines designated by the Contracting Parties under this Agreement shall be settled in accordance with the procedure provided for in the Trade and Payments Agreement between the Republic of Cuba and the Union of Soviet Socialist Republics of 13 February 1960<sup>1</sup>.

2. The amounts accruing to the airlines shall be exempt from all taxes and shall not be subject to any other restrictions.

*Article 11*

Permission for special and non-scheduled flights may be granted upon application by the airline concerned to the competent civil aviation authority of the other Contracting Party. Such applications must be made not less than forty-eight hours before take-off.

Permission shall, however, be granted only if the said authorities are satisfied that such flights will not adversely affect the scheduled flights of either Contracting Party.

*Article 12*

The civil aviation authorities of the Contracting Parties shall hold regular consultations in order to ensure close co-operation in all matters affecting the application of this Agreement by the Contracting Parties.

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<sup>1</sup> United Nations, *Treaty Series*, vol. 369, p. 17.

*Article 13*

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement shall either be settled by direct negotiations between their competent aeronautical authorities or, if no agreement is reached, shall be submitted for settlement through the diplomatic channel.

*Article 14*

1. All payments for the use of aerodromes and of their installations and servicing facilities in the territory of either Contracting Party shall be made in accordance with officially approved charges.

2. The charges for the use of aerodromes and of their installations and servicing facilities in the territory of either Contracting Party shall not be higher than those which would be paid by national aircraft for similar facilities in the territory of either country.

*Article 15*

The civil aviation authorities of the Contracting Parties shall, upon request, supply to each other such periodic or other statistics as may be reasonably required for the purpose of determining the traffic on the agreed services operated by the airlines designated by the Contracting Parties.

*Article 16*

This Agreement shall enter into force on the date of signature and shall remain in force until one of the Contracting Parties informs the other Contracting Party of its desire to terminate the Agreement. In that event, the Agreement shall cease to be valid six months after the date on which the notice of termination is communicated to the other Contracting Party.

DONE at Havana on 17 July 1962, in duplicate in the Spanish and Russian languages, both texts being equally authentic.

For the Government  
of the Republic of Cuba :

Omar FERNÁNDEZ CAÑIZARES

For the Government  
of the Union of Soviet  
Socialist Republics :

Evgeny Fedorovich LOGINOV

## ANNEX I

## TO THE AGREEMENT OF 17 JULY 1962 BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CUBA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS RELATING TO AIR SERVICES

1. The Government of the Republic of Cuba designates the Empresa Consolidada Cubana de Aviación to operate the agreed services on the routes allocated to Cuban aircraft in the route schedule.

2. The Government of the Union of Soviet Socialist Republics designates the General Department of the Civil Air Fleet under the Council of Ministers of the USSR (Aeroflot) to operate the agreed services on the routes allocated to Soviet aircraft in the route schedule.

3. In operating the agreed services, each Contracting Party shall grant the airline designated by the other Contracting Party the following commercial rights :

- (a) The right to pick up and set down in the territory of each Contracting Party passengers, cargo and mail originating at or destined for a point in the territory of the other Contracting Party;
- (b) The right to pick up and set down passengers, cargo and mail between points in the territory of the Contracting Parties and points on the routes specified in the route schedule, provided that such rights are agreed between the competent authorities of the Contracting Parties and do not adversely affect airlines operating all or part of the same routes.

4. The Annexes and route schedule shall form an integral part of this Agreement.

## ANNEX II

## TO THE AGREEMENT OF 17 JULY 1962 BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CUBA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS RELATING TO AIR SERVICES

## GENERAL

1. The Contracting Parties shall 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 airline designated by the other Contracting Party all standard radio, radio navigation, lighting and meteorological facilities and other services afforded to all other foreign airlines, concluding the necessary contracts with the enterprises or agencies which are to provide these 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 safety 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 all necessary 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 air navigation aids available and other facilities necessary to enable aircraft to comply with air traffic control procedures.

4. The information shall also include all relevant meteorological information to be provided both before and during flights on the agreed services. The civil aviation authorities of the Contracting Parties shall use international code for the transmission of meteorological information and shall agree on meteorological forecast periods.

5. The civil aviation 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 to the airline and other services concerned. This shall be done by means of NOTAMS issued either through the available international means of communication with subsequent written confirmation, where practicable, or in written form only, provided that this will reach the addressee in sufficient time. NOTAMS shall be issued in Spanish, Russian or English.

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

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

7. The civil aviation authorities of the Contracting Parties shall be responsible for ensuring that the crews of aircraft operated on the agreed services by the airline designated by one Contracting Party are fully conversant with the flight regulations and air traffic control procedures in effect in the territory of the other Contracting Party.

8. Before each flight and, if necessary, during the flight, the civil aviation authorities of each Contracting Party shall supply to the crews of the aircraft of the airline designated by the other Contracting Party :

- (a) Information about the state of aerodromes and of the navigation aids necessary for the operation of the flight;
- (b) Written information, maps and charts and oral information on current and forecast weather conditions en route and at the point of destination.



9. Before each flight, the commander of the aircraft shall submit a flight plan for approval 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, save 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 changes in the flight plan.

10. The commander of the aircraft shall ensure the maintenance of a continuous watch on the radio frequency of the appropriate air traffic control authorities and on readiness to transmit immediately on the said frequency, particularly all information on the location of the aircraft and meteorological observations in accordance with the domestic regulations in force in the Republic of Cuba and the Union of Soviet Socialist Republics.

11. Unless otherwise agreed between the civil aviation authorities of the Contracting Parties, communication between aircraft and the appropriate air traffic control authorities shall be carried out by radio telephone in Spanish, Russian or English on frequencies assigned for this purpose by the Contracting Parties. Information may be transmitted over long distances by radio telegraphy using international Q-code.

#### EQUIPMENT OF AIRCRAFT

12. The aircraft used on the agreed services by the airline designated by each Contracting Party shall as far as possible, be equipped to use air navigation aids enabling them to use the authorized route and one or more of the landing systems used in the territory of the other Contracting Party.

13. The aircraft used on the agreed services shall be equipped with rapid-tuning radio stations using appropriate radio frequencies for the purpose of communicating with ground stations in the territory of the other Contracting Party.

#### FLIGHT AND AIR TRAFFIC CONTROL PROCEDURES

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

#### COMMUNICATION FACILITIES

15. For the purpose of exchanging the information which is essential for the operation of agreed services, including the transmission of NOTAMS, and for air traffic control purposes, the civil aviation authorities of the Contracting Parties shall :

- (a) Use existing channels of communication between Havana and Moscow;
- (b) Establish a direct two-way radio circuit between Havana and Moscow and between Havana and Conakry.

This circuit may also be used for the exchange of information between the airlines designated by the Contracting Parties with a view to ensuring the regular and satisfactory operation of the agreed services.

16. The designated airline of one Contracting Party shall have the right to maintain in the territory of the other Contracting Party the necessary technical and commercial staff, taking into account the volume of air services provided.

AGREED SERVICES—ROUTE SCHEDULE

I. *Soviet aircraft*<sup>1</sup>

1. Moscow–Rabat (Casablanca)–Conakry–Havana, in both directions.
2. Moscow–Oslo (Stavanger)–Keflavik–Gander–Havana, in both directions.
3. Moscow–Havana (by the first or second route) and beyond to third countries in both directions, the flight points to be determined later by the competent aviation authorities of the Contracting Parties.

II. *Cuban aircraft*<sup>2</sup>

1. Havana–Gander–Halifax–Goose Bay–Montreal–Dublin–London–Prague–Moscow.
2. Havana–Bermuda–Azores–Madrid–Vienna–Prague–Moscow.
3. Havana–Port of Spain (Trinidad)–Belém–Recife–Conakry–Rabat–Algiers–Prague–Moscow.
4. Havana–Moscow (by one of the routes specified above) and beyond to third countries in both directions, the flight points to be determined later by the competent aviation authorities of the Contracting Parties. The airlines designated by the Contracting Parties may omit from the specified routes any of the intermediate points situated in the territory of third countries.<sup>3</sup>

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<sup>1</sup> In the Russian text, this paragraph appears after the paragraph concerning Cuban aircraft.

<sup>2</sup> In the Russian text, this paragraph appears before the paragraph concerning Soviet aircraft.

<sup>3</sup> In the Russian text, this sentence constitutes a separate paragraph which appears after the paragraph concerning Soviet aircraft.