

**No. 11691**

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**BURMA  
and  
UNION OF SOVIET SOCIALIST REPUBLICS**

**Air Transport Agreement (with annexes). Signed at Rangoon  
on 7 December 1970**

*Authentic texts: English and Russian.*

*Registered by the International Civil Aviation Organization on 3 April 1972.*

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**BIRMANIE  
et  
UNION DES RÉPUBLIQUES SOCIALISTES  
SOVIÉTIQUES**

**Accord relatif aux transports aériens (avec annexes). Signé à  
Rangoon le 7 décembre 1970**

*Textes authentiques: anglais et russe.*

*Enregistré par l'Organisation de l'aviation civile internationale le 3 avril 1972.*

AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNION OF BURMA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS

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The Government of the Union of Burma and the Government of the Union of Soviet Socialist Republics,

Desiring to conclude an agreement, in lieu of the existing Air Transport Agreement signed at Rangoon on the 2nd April 1964, for the purpose of further development of air services between and beyond their respective territories,

Have agreed as follows:

*Article I*

For the purpose of the present Agreement, and of the Annexes hereto which shall form part of this Agreement, unless the context otherwise requires:

(a) the term "aeronautical authorities" means in the case of the Union of Burma, the Department of Civil Aviation under the Ministry of Transport and Communications or any person or body authorized to perform the functions exercised at present by the said Ministry and in the case of the Union of Soviet Socialist Republics, the Ministry of Civil Aviation of the USSR or any person or body authorized to perform the functions exercised at present by the said Ministry;

(b) the term "designated airline" means, an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article III of the present Agreement, for the operation of air services on the routes specified in such notification;

(c) the term "territory" in relation to a State means the land and water areas, territorial waters adjacent thereto and the air space above such land and water areas and the territorial waters under the sovereignty of that State;

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<sup>1</sup> Came into force on 7 December 1970 by signature, in accordance with article XXII.

(d) the term “air service” means any scheduled air service performed by aircraft for the public transport of passengers, mail and cargo;

(e) the term “aircraft” means Civil Aircraft which is not used in military, customs or police services;

(f) the term “international air service” means an air service which passes through the air space over the territory of more than one State;

(g) the term “airline” means any air transport enterprise offering or operating an international air service;

(h) the term “stop for non-traffic purposes” means a landing for any purposes other than taking on or discharging passengers, mail and cargo;

(i) the term “capacity” in relation to an aircraft means the available pay load of that aircraft available on the route or section of a route; and

(j) the term “capacity” in relation to “agreed service” means the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period and route or section of a route.

## Article II

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in Annex I hereto. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively.

2. Subject to the provisions of the present Agreement and the Annex I hereto, the airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges:

(a) to make stops in the territory of the other Contracting Party for non-traffic purposes at the points set out in the appropriate schedule of routes in Annex I attached to the present Agreement;

(b) to make stops in the said territory at the points specified for that route in the Annex I hereto, for the purpose of putting down and taking on international traffic in passengers, mail and cargo.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, mail and cargo carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

### *Article III*

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the airline designated the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to the airline of the privileges specified in paragraph 2 of Article II of the present Agreement or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

5. At any time after the provisions of paragraphs 1 and 2 of this Article have been complied with, the airline so designated and authorized may begin to operate the agreed services provided that a service shall not be operated unless a tariff established in accordance with the provisions of Article VII of the present Agreement is in force in respect of that service.

### *Article IV*

1. 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.

2. All technical and commercial questions pertaining to the flights of aircraft and the transportation of passengers, baggage, mail and cargo on the agreed services as well as all questions concerning commercial co-operation, in particular the establishment of schedules, frequency of flights, types of aircraft, ground handling of aircraft, and methods of financial accounting agreed between the designated airlines shall be subject to approval of the aeronautical authorities of the Contracting Parties.

#### *Article V*

1. In order to ensure the safety of flight on the specified routes each Contracting Party shall make available to the designated airline of the other Contracting Party telecommunication, navigation, lighting, meteorological and other facilities. The aeronautical authority of one Contracting Party shall provide the aeronautical authority of the other Contracting Party necessary information on such facilities including information on the main and alternate aerodromes within the limits of its territory.

2. Matters pertaining to the safety and operation of flights are set out in Annex II hereto.

#### *Article VI*

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, mail and cargo originating from or destined for the territory of the Contracting Party which had designated the airline. Provision for the carriage of passengers, mail and cargo both taken on and put down at points on the specified routes in the territories of States

other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- (a) traffic requirements between the country of origin and the country of destination;
- (b) traffic requirements of the areas through which the airline passes, after taking account of other transport services established by the airlines of the States comprising the area; and
- (c) the requirements and the economy of through airline operation.

#### *Article VII*

1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airline for any part or whole of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

2. The tariffs referred to in paragraph 1 of this Article, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned.

3. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph 2 of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

4. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 2 of this Article or on the determination of any tariff under paragraph 3, the dispute shall be settled in accordance with the provisions of Article XVIII of the present Agreement.

5. No tariff shall come into force without the approval of the aeronautical authorities of either Contracting Party.

6. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

#### *Article VIII*

Each Contracting Party undertakes to ensure the transfer of the revenues realized in its territory by means of the transport of passengers,

baggage, cargo and mail by the designated airline of the other Contracting Party into its country of origin, after deduction of local expenses, subject to whatever foreign exchange regulations that may be in force from time to time in its territory.

#### *Article IX*

Each Contracting Party agrees that charges for use of airports, including its installations, technical and other facilities and services, as well as the use of aeronavigation and communication facilities and services shall be made in accordance with the rates and tariffs established by the Contracting Party concerned.

#### *Article X*

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other charges or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft and are re-exported.

2. Supplies of fuels, lubricants, spare parts, regular equipment, aircraft stores and advertising materials introduced into the territory of the Contracting Party by or on behalf of a designated airline of the other Contracting Party, or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international services, shall be subject to national duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party in which they are taken on board.

3. The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party. In such case these materials shall be exempt from all customs duties, inspection fees and other charges or taxes, but shall be placed under the supervision of the customs authorities of that Contracting Party up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

*Article XI*

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 established by the aeronautical authorities of that Contracting Party, and also permission for radio equipment. Pilots and other crew members shall have appropriate certificates of competency.

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

3. Each Contracting Party reserves its rights, however, not to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to its own citizens or rendered valid for them by the other Contracting Party or by any other State.

*Article XII*

1. The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the airline designated by the other Contracting Party during entry into, departure from, and flight over the territory of the first Contracting Party.

2. The laws and regulations of each Contracting Party relating to the arrival in or departure from its territory of passengers, crew, cargo and mail of aircraft, and in particular regulations regarding passport, customs, currency, and medical and quarantine formalities, shall be applicable to passengers, crew, cargo and mail arriving in or departing from the territory of that Contracting Party in aircraft of the airline designated by the other Contracting Party.

3. The aeronautical authorities of each Contracting Party shall have the right to suspend the operation of the agreed services by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on that airline's operations, in any case where the airline fails to comply with the laws or regulations of the first Contracting Party or where that airline or the Contracting Party designating it fails to comply with the conditions prescribed in this Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringement of laws or regulations, this



right shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party.

4. Passengers in transit across the territory of one Contracting Party shall be subject to a simplified control. Baggage and cargo shall be exempt from customs duties, inspection fees and similar charges when the transit is direct.

#### *Article XIII*

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

#### *Article XIV*

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 XV*

Either Contracting Party may at any time request consultation with the other Contracting Party for the purpose of amending the present Agreement. Such consultation shall begin within a period of sixty days from the date of receipt of such request. If the amendment relates only to the Annexes, the consultation shall be between the aeronautical authorities of both Contracting Parties. When these authorities agree on a new or revised Annex, the agreed amendments on the matter will come into effect after they have been confirmed by exchange of diplomatic notes.

*Article XVI*

1. For the co-ordination of matters concerning air transportation and servicing of aircraft each Contracting Party grants the airline of the other Contracting Party the right to have representatives and their assistants in the territory of the said Contracting Party. These representatives and their assistants shall be nationals of the Contracting Party concerned.

2. Members of the crew of aircraft of the airline designated by the Contracting Parties shall be nationals of the Contracting Party concerned or nationals of any other State to be agreed by both the Contracting Parties.

*Article XVII*

1. In the event of a forced landing or other accident affecting an aircraft of the airline designated by the Contracting Party on the territory of the other Contracting Party, the aeronautical authorities of the Contracting Party on whose territory the event has occurred shall without delay inform the aeronautical authorities of the other Contracting Party of the particulars and circumstances of the occurrence and give any assistance that may be necessary to the crew and passengers.

2. If a forced landing or other accident results in the death of, or serious injury to, any person, or substantial damage to an aircraft, the aeronautical authorities of the Contracting Party on whose territory the event has occurred shall in addition:

- (a) ensure the protection of evidence and the safe custody of the aircraft and its contents, including mail, luggage and cargo;
- (b) grant immediate access to the aircraft to accredited representatives of the aeronautical authorities of the other Contracting Party and to the accredited representatives of the airline whose aircraft is involved;
- (c) conduct an inquiry into the circumstances of the occurrence;
- (d) grant the aeronautical authorities of the other Contracting Party full facilities to be represented at the inquiry;
- (e) if so requested by the aeronautical authorities of the other Contracting Party, leave the aircraft and its contents undisturbed (so far as is reasonably practicable) pending their inspection by a representative of those authorities;
- (f) release the aircraft and its contents as soon as these are no longer necessary for the inquiry; and

- (g) send to the aeronautical authorities of the other Contracting Party the report of the inquiry as soon as it is available.

*Article XVIII*

Any dispute relating to the interpretation or application of this Agreement, including the determination of tariffs or the Annexes hereto, shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties. If the said aeronautical authorities fail to reach an agreement the dispute shall be settled through diplomatic channels.

*Article XIX*

The present Agreement may be registered with the International Civil Aviation Organization.

*Article XX*

Either Contracting Party may at any time give notice to the other Contracting Party if it desires to terminate the present Agreement. The present Agreement shall terminate six months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

*Article XXI*

This Agreement replaces all previous agreements and arrangements relating to the establishment of air services between the territories of the Contracting Parties.

*Article XXII*

The present Agreement shall come into force on the day it is signed.

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

DONE in duplicate at Rangoon this day of 7th December, 1970, in English and Russian, both texts being equally authentic.

For the Government of the  
Union of Burma:

THA KYAW  
Secretary to the Government  
of the Union of Burma,  
Ministry of Transport  
and Communications

For the Government  
of the Union of Soviet Socialist  
Republics:

Dr. NICKOLAI I. SMIRNOV  
Ambassador Extraordinary  
and Plenipotentiary  
of the Union of Soviet Socialist  
Republics

#### ANNEX I

Conditions to be observed and the routes to be operated by the designated airline of the Union of Burma and by the designated airline of the USSR.

#### SCHEDULE I

The Government of the Union of Burma designates the Union of Burma Airways to operate the agreed services on the following specified routes:

<i>Points in the Union of Burma</i>	<i>Intermediate Points</i>	<i>Points in the Soviet Union</i>	<i>Points beyond</i>
1. Rangoon	Calcutta, New Delhi, Bombay, Karachi, Teheran, Kabul.	Tashkent, Moscow, Leningrad.	Warsaw, Prague, Copenhagen, Frankfurt, London.
2. Rangoon	Colombo, Bombay, Karachi, Teheran, Ankara.	Tashkent, Moscow, Leningrad.	Stockholm, Oslo, Frankfurt, Paris, London.
3. Rangoon	Madras, Bombay, New Delhi, Karachi, Teheran, Ankara.	Tashkent, Moscow, Leningrad.	Warsaw, Prague, Copenhagen, Frankfurt, Amsterdam, Paris, London.

*Note 1.* The designated airline of the Union of Burma shall enjoy the privilege of carrying commercial traffic from Rangoon to Moscow, Tashkent and Leningrad and from Moscow, Tashkent and Leningrad to Rangoon.

*Note 2.* The designated airline of the Union of Burma shall not enjoy the privilege of carrying commercial traffic from points in the territories of third countries to Moscow, Tashkent and Leningrad and from Moscow, Tashkent and Leningrad to such points.

However, the designated airline of the Union of Burma may be permitted on a temporary basis, the privilege of carrying commercial traffic from certain points in the territories of the third countries to Moscow and from Moscow to such points by the aeronautical authorities of the USSR.

The validity of such permission shall cease automatically from the date the designated airline of the USSR commences operating to and from such points.

*Note 3.* The designated airline of the Union of Burma may omit stops in one or more points in the third countries and shall have the right to terminate its services in the territory of the USSR. It may omit point or points in the USSR subject to the prior permission of the aeronautical authorities of the USSR.

#### SCHEDULE II

The Government of the Union of Soviet Socialist Republics designates the Ministry of Civil Aviation of the USSR who appoints the Transport Department of the International Air Services of Civil Aviation (AEROFLOT) to operate the agreed services on the following specified routes:

<i>Points in the USSR</i>	<i>Intermediate Points</i>	<i>Points in the Union of Burma</i>	<i>Points beyond</i>
1. Moscow, Tashkent, Alma-Ata, Leningrad.	Kabul, Teheran, Karachi, Calcutta, New Delhi, Bombay, Colombo.	Rangoon	Phnom-Penh, Djakarta.
2. Moscow, Tashkent, Alma-Ata, Leningrad.	Kabul, Teheran, Karachi, Calcutta, New Delhi, Bombay, Colombo.	Rangoon	Vientiane, Hanoi.

<i>Points in the USSR</i>	<i>Intermediate Points</i>	<i>Points in the Union of Burma</i>	<i>Points beyond</i>
3. Moscow, Tashkent, Alma-Ata, Leningrad.	Kabul, Teheran, Karachi, Calcutta, New Delhi, Bombay, Colombo.	Rangoon	Bangkok, Phnom-Penh, Kuala-Lumpur, Singapore, Djakarta, Manila, Hong Kong, Tokyo, Sydney, Melbourne, Wellington.

*Note 1.* The designated airline of the USSR shall enjoy the privilege of carrying commercial traffic from Moscow, Tashkent, Alma-Ata and Leningrad to Rangoon and from Rangoon to Moscow, Tashkent, Alma-Ata and Leningrad.

*Note 2.* The designated airline of the USSR shall not enjoy the privilege of carrying commercial traffic from points in the territories of third countries to Rangoon and from Rangoon to such points.

However, the designated airline of the USSR may be permitted on a temporary basis, the privilege of carrying commercial traffic from certain points in the territories of the third countries to Rangoon and from Rangoon to such points by the aeronautical authorities of the Union of Burma. The validity of such permission shall cease automatically from the date the designated airline of the Union of Burma commences operating to and from such points.

*Note 3.* The designated airline of the USSR may omit stops in one or more points in the third countries and shall have the right to terminate its services in the territory of the Union of Burma. It may omit point or points in the Union of Burma subject to the prior permission of the aeronautical authorities of the Union of Burma.

## ANNEX II

### GENERAL PROVISIONS

1. The Contracting Parties shall take necessary measures for the safe and effective 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 telecommunication facilities, 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 Annex by each Contracting Party must be sufficient to meet the reasonable operational 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 necessary data concerning the main 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 necessary for aircraft to fulfil procedures of the air traffic control services.

4. The information shall also include all appropriate meteorological data which shall be provided before the flight as well as during the flight on the agreed services. The aeronautical authorities of the Contracting Parties shall use the international code for the transmission of the meteorological data.

5. The aeronautical authorities of either Contracting Party shall ensure immediate transmission to the aeronautical authorities of the other Contracting Party of notices concerning changes in the services and facilities mentioned in paragraphs 3 and 4 above. This shall be done in Russian and English languages or in English language, in the form of NOTAMS.

#### FLIGHT PLANNING AND AIR TRAFFIC CONTROL PROCEDURES

6. The crew of aircraft operating on the agreed services by the airline designated by one of the Contracting Parties shall be fully acquainted with the procedures of the air traffic control service of the other Contracting Party.

7. Before each flight the aircraft commander shall submit a flight plan for approval by the air traffic control authority at the aerodrome of departure. The flight must be executed in accordance with the approved flight plan.

8. Changes in the flight plan will be admissible only with the permission of the appropriate air traffic control service, unless emergency circumstances demand taking immediate measures. In such cases the appropriate air traffic control service shall be notified of the changes in the flight plan within the shortest possible time.

9. The aircraft commander shall ensure the maintenance of a continuous watch on the radio frequency of the air traffic control and shall ensure prompt transmission on the said frequency of all information, in particular, data concerning location of aircraft and meteorological information in accordance with the national rules.

10. Provided there is no other arrangement between the aeronautical authorities of the Contracting Parties, communications between the aircraft and the air traffic control service shall be carried out by radio telephone in

Russian and English languages while working with the stations in the Soviet Union and in Burmese and English languages while working with the stations in the Union of Burma on frequencies determined for this purpose by the Contracting Parties.

For long-distance transmission radio telegraph may be used in international Q-code.

#### AIRCRAFT EQUIPMENT

11. Aircraft operating on the agreed services shall carry radio and similar equipment for use in navigation and airground telecommunication in order to comply with the operational and safety requirements of the other Contracting Party.

12. Aircraft operating on the agreed service shall have identification marks of their States and shall carry certificate of registration, certificate of airworthiness, appropriate licences for each member of the crew, aircraft radio station licence, journey log books, passenger list giving the names of the passengers and places of embarkation and destination, cargo manifest showing detailed declaration of the cargo and other documents prescribed by the other Contracting Party.

#### SPECIAL CONDITIONS

13. No munitions, weapons or military implements may be carried in or above the territory of a Contracting Party in aircraft engaged in the agreed service, except by permission of the other Contracting Party.

14. The aeronautical authorities of the Contracting Parties may carry out noise measurements of the aircraft of the airline designated by the other Contracting Party. If, as a result of such measurements it is found that the actual aircraft noise is higher than that which is acceptable, the airline of the other Contracting Party, in order to reduce the noise level of its aircraft, shall employ appropriate operating techniques and procedures or undertake other necessary steps as may be reasonably required by the first Contracting Party.

#### TELECOMMUNICATION 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 aeronautical authorities of the Contracting Parties undertake:

- (a) to use the existing telecommunication channels between Moscow and Rangoon;
- (b) to establish, if necessary, a direct two-way radio communication between Moscow and Rangoon which may also be used for the exchange of information between the airlines of the Contracting Parties with a view to ensuring regular and satisfactory operation of the agreed services.