

No. 12329

**FINLAND
and
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement concerning air services (with annexes). Signed at
Helsinki on 5 May 1972**

Authentic texts: Finnish and Russian.

Registered by Finland on 14 March 1973.

**FINLANDE
et
UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES**

**Accord relatif aux services aériens (avec annexes). Signé à
Helsinki le 5 mai 1972**

Textes authentiques : finnois et russe.

Enregistré par la Finlande le 14 mars 1973.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING AIR SERVICES

The Government of the Republic of Finland and the Government of the Union of Soviet Socialist Republics, desiring to develop relations in the field of civil aviation, and with a view to concluding an agreement concerning air services, have appointed their plenipotentiaries, who have agreed as follows:

Article 1. Unless otherwise stated, in this Agreement:

(a) The expression “aeronautical authorities” shall mean, in the case of the Republic of Finland, the Ministry of Transport or any person or body authorized to perform any of the functions presently exercised by the said Ministry, and, in the case of the Union of Soviet Socialist Republics, the Ministry of Civil Aviation of the Union of Soviet Socialist Republics or any person or body authorized to perform any of the functions exercised by the Ministry;

(b) The expression “designated airline” shall mean an airline designated, in accordance with article 3 of this Agreement, to operate the services provided for in this Agreement;

(c) The term “territory” shall mean the land areas, territorial waters adjacent thereto, inland waters and the air space above, under the sovereignty of the Contracting Party concerned.

Article 2. 1. Each Contracting Party shall grant to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in annex 1 to this Agreement (hereinafter called “agreed services” and “specified routes”).

2. The flight routes of aircraft and the points for crossing national boundaries shall be determined by each Contracting Party within its territory.

3. Nothing in the provisions of this Agreement shall be interpreted as granting the airline of one Contracting Party the right to carry passengers, cargo or mail between points within the territory of the other Contracting Party for remuneration or hire.

Article 3. 1. The Government of the Union of Soviet Socialist Republics entrusts to the Ministry of Civil Aviation of the USSR responsibility for the operation of the agreed services, and the Ministry designates the Central International Air Services Board (Aeroflot—“Soviet Airlines”) for that purpose.

2. The Government of the Republic of Finland designates the joint-stock company “Finnair” for the operation of the agreed services.

3. 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 flight schedules, traffic frequency, types of aircraft, technical servicing of aircraft on the ground and financial arrangements, which are settled between the designated airlines shall be submitted for

¹ Came into force on 1 November 1972, i.e., the date of the exchange of diplomatic notes confirming that each Contracting Party had completed all constitutional procedures required for its approval, in accordance with article 16.

approval by the competent aeronautical authorities of the Contracting Parties, if this is required under the rules or regulations of the Contracting Party concerned.

4. The capacity provided by the designated airlines on the agreed services shall, within reason, correspond to the requirements for such traffic on those services.

Article 4. 1. The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being had to the relevant factors, including cost of operation, reasonable profit, characteristics of the service (for example, speed and comfort) and tariffs charged by other airlines for the same services.

2. The tariffs agreed between the designated airlines shall, in accordance with article 3, paragraph 3, of this Agreement be submitted for approval to the aeronautical authorities of the Contracting Parties not less than 60 days before the proposed date of their introduction. In special cases this time-limit may be reduced if the above-mentioned authorities so agree. If neither aeronautical authority has signified its non-agreement within 30 days from the date on which they are submitted, these tariffs shall be considered approved by the aeronautical authorities.

Article 5. 1. In order to ensure the safety of flights on the agreed services, each Contracting Party shall place at the disposal of the aircraft of the other Contracting Party such control, radio and visual aids and meteorological and other services as are necessary for the performance of such flights, and shall also communicate to the other Contracting Party particulars of these aids and services and information concerning regular and emergency aerodromes at which landings may be made, and the flight routes to be followed by aircraft in its territory.

2. Matters pertaining to ensuring flight safety and to the responsibility of the Contracting Parties in relation to the operation of flights shall be set forth in annex II to this Agreement.

Article 6. 1. All accounts between the designated airlines shall be settled in accordance with the provisions of the Payments Agreement between the Government of Finland and the Government of the Union of Soviet Socialist Republics.

2. Each Contracting Party shall grant the airline of the other Contracting Party the right to transfer to its central office the balance of the receipts accruing from the operation of the air services.

3. The above-mentioned amounts shall be transferred freely and such transfers shall not be subject to tax or restriction of any kind.

Article 7. 1. Fees and other charges for the use of airports, technical equipment of the air services and other facilities in the territories of Finland and the Union of Soviet Socialist Republics shall be levied on each designated airline on the basis of the tariffs and rates established by the competent authorities of each Contracting Party for international services.

2. Fees and other charges levied by the Contracting Parties on the designated airlines shall not be higher than the corresponding fees and charges levied on the airlines of third countries.

Article 8. 1. Fuel, lubricants, spare parts, equipment and promotional material which have been or are introduced by the designated airline of one Contracting Party into the territory of the other Contracting Party exclusively for its own operating needs shall be exempt from customs duties, taxes and any other charges within the territory of the latter Party.

2. The following shall also be exempt from such duties, taxes and charges (with the exception of charges for services rendered):

- (a) Aircraft stores (including food, alcoholic beverages and tobacco) taken on board in the territory of one Contracting Party for use on an international flight over the territory of the other Contracting Party;
- (b) Spare parts introduced into the territory of one Contracting Party for the maintenance or repair of aircraft used by the designated airline of the other Contracting Party for international air services;
- (c) Supplies of fuel and lubricants for use on an international flight by the aircraft of the designated airline of either Contracting Party, even if such supplies are to be used on the part of the flight which takes place over the territory of the Contracting Party in which they are taken on board.

The materials referred to in subparagraphs (a), (b) and (c) may be required to be kept under customs supervision or control.

3. Aircraft operated on the agreed services, and supplies of fuel and lubricants, spare parts, aircraft stores, including food, alcoholic beverages and tobacco on board the aircraft of the designated airline of one Contracting Party, shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees and any other duties and charges even when such materials are to be used for the aircraft or by the aircraft within the said territory, except where they are to be disposed of in the territory of the other Contracting Party.

4. Each Contracting Party shall provide for the purchase at reasonable prices, or facilitate the import into its territory for the airline of the other Contracting Party, of adequate supplies of fuel and lubricants of the type, quality and specifications required by the said airline.

Article 9. 1. Aircraft of the designated airline of one Contracting Party shall, during flights over the territory of the other Contracting Party, have the identification marks of their State established for international flights, certificates of registration, certificates of airworthiness and other aircraft documents required by the aeronautical authorities as well as aircraft radio station operating licenses. The pilots and other members of the crew shall carry the required documents.

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

3. Nevertheless, each Contracting Party reserves the right to refuse to recognize as valid for flight over its territory certificates or other documents issued by the other Contracting Party to its nationals.

Article 10. 1. The laws and regulations of one Contracting Party relating to the entry into and exit from its territory of its own civilian aircraft engaged in international flights under this Agreement, or to the operation or navigation of such aircraft while within the limits of its territory, shall apply to the aircraft referred to in this Agreement while within the territory of the said Contracting Party.

2. The laws and regulations of one Contracting Party relating to the arrival in and departure from its territory of passengers, crews, cargo and mail carried on board aircraft, in particular regulations relating to passports, customs, currency, health and quarantine formalities, shall apply to the passengers, crews, cargo and mail of the aircraft of

the designated airlines at the time of their arrival in and departure from, and during their stay in, the territory of the said Contracting Party.

Article 11. 1. The aeronautical authorities of one Contracting Party may require from the designated airline of the other Contracting Party proof that it is able to fulfil the conditions prescribed in the laws and regulations which they normally and reasonably apply in accordance with international practice in the operation of international air services.

2. Each Contracting Party shall have the right to refuse to recognize the airline in question and to suspend or revoke the authorization granted to the airline to exercise the rights specified in article 2, paragraph 1, of this Agreement, or to require it to fulfil such conditions as it may deem necessary in the exercise of these rights, in any case where it is not satisfied that substantial ownership and effective control of the airline is vested in the Contracting Party designating the airline or in its nationals.

3. Each Contracting Party shall have the right to suspend the exercise by the airline of the rights specified in article 2, paragraph 1, of this Agreement or to require it to fulfil such conditions as it may deem necessary in the exercise of these rights, in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting these rights or in operating flights, fails to observe the conditions prescribed in this Agreement. This right shall be exercised only after consultations with the other Contracting Party unless immediate suspension of the rights or imposition of the conditions is essential to prevent further infringements of the laws or regulations in question. Such consultations shall begin within 20 days after one of the Contracting Parties has requested them.

Article 12. 1. The Contracting Parties shall grant to the designated airlines, on the basis of reciprocity, the right to maintain a representation in the cities and airports to which the aircraft of the said airlines make scheduled flights.

2. The representatives and the members of the crews referred to in this article shall be nationals of the Contracting Parties.

3. The number of employees of the representations, appointed by each airline from among nationals of its own state, shall be established having regard to the volume of work to be performed by the airline.

Article 13. 1. In the event of a forced landing by or a damage or disaster to an aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party, the aeronautical authorities of the Party in whose territory the accident has occurred shall immediately notify the aeronautical authorities of the other Party and take all necessary measures to investigate the causes of the accident. In addition, immediate action to provide assistance to any members of the crew and passengers injured in the accident and all possible measures to save and protect the mail, baggage and cargo and the aircraft itself shall be taken.

2. The Contracting Party conducting the investigation of the accident shall allow observers appointed by the other Contracting Party to be present at the investigation and shall make available information concerning, and a final account of the investigation. The aeronautical authorities of the Contracting Parties shall provide each other with documentation and information relating to the accident, as permitted under their own laws and regulations.

Article 14. Any dispute arising in connexion with the interpretation or application of this Agreement, including the establishment of tariffs, or the annexes to this Agreement, shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties. If the said aeronautical authorities do not reach agreement, the dispute shall be settled through the diplomatic channel.

Article 15. 1. The aeronautical authorities of the two Contracting Parties shall, in a spirit of close co-operation, consult each other from time to time with a view to ensuring the implementation of, and due compliance with, the provisions of this Agreement and its annexes.

2. Practical measures for the application and implementation of this Agreement and its annexes shall be determined by agreement between the aeronautical authorities.

3. If one Contracting Party wishes to amend any part of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be conducted between the aeronautical authorities by meetings or exchange of letters, shall begin within 60 days from the date of the request. Amendments so agreed upon shall take effect after they have been confirmed by an exchange of diplomatic notes.

4. Amendments to the annexes to this Agreement may be made by agreement between the aeronautical authorities of the Contracting Parties. They shall take effect after they have been confirmed by an exchange of diplomatic notes.

Article 16. This Agreement shall enter into force on the date of the exchange of diplomatic notes confirming that each Contracting Party has completed all constitutional procedures required for its approval. The Agreement shall remain in force until either Contracting Party gives notice to the other Contracting Party through the diplomatic channel of its desire to terminate it. In that event, the Agreement shall cease to have effect 12 months after the date on which the notice of termination is communicated by one Contracting Party to the other.

Upon the entry into force of this Agreement, the earlier Agreement between the Government of the Republic of Finland and the Government of the Union of Soviet Socialist Republics concerning air services dated 19 October 1955,¹ and any subsequent amendments² to that Agreement, shall cease to have effect.

DONE at Helsinki, on 5 May 1972, in two original copies, each in the Finnish and Russian languages, both texts being equally authentic.

For the Government of the Republic of Finland:
VALDE NEVALAINEN

For the Government of the Union of Soviet
Socialist Republics:
B. P. BUGAJEV

¹ United Nations, *Treaty Series*, vol. 353, p. 185.

² *Ibid.*, vol. 602, p. 345, and vol. 646, p. 383.

ANNEX I

TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING AIR SERVICES

SECTION I

Flight route schedule for Soviet aircraft

The airline designated by the Government of the Union of Soviet Socialist Republics shall have the right to operate services on the following flight routes:

- (a) Moscow – Helsinki, in both directions;
- (b) Leningrad – Helsinki, in both directions;
- (c) Points in the USSR – Helsinki and/or another point in the territory of Finland, by agreement between the aeronautical authorities of the Contracting Parties, in both directions;
- (d) Points in the USSR – Helsinki and/or another point in the territory of Finland, by agreement between the aeronautical authorities of the Contracting Parties, and beyond to one or several points in Europe, Central America and North America (United States of America, Canada, Mexico) the Middle East and southern Asia (Afghanistan, Pakistan, India, Iran) and beyond to third countries, by agreement between the aeronautical authorities of the Contracting Parties, in both directions.

Flight route schedule for Finnish aircraft

The airline designated by the Government of the Republic of Finland shall have the right to operate air services on the following flight routes:

- (a) Helsinki – Moscow, in both directions;
- (b) Helsinki – Leningrad, in both directions;
- (c) Points in Finland – Moscow and/or another point in the territory of the USSR, by agreement between the aeronautical authorities of the Contracting Parties, in both directions;
- (d) Points in Finland – Moscow and/or another point in the territory of the USSR, by agreement between the aeronautical authorities of the Contracting Parties, and beyond to one or several points in Europe, the Middle East and southern Asia (Afghanistan, Pakistan, India, Iran) and beyond to third countries, by agreement between the aeronautical authorities of the Contracting Parties, in both directions.

SECTION II

When operating flights of the agreed services, the airlines designated by the Contracting Parties shall have the right:

- (a) To make flights across the territory of the other Contracting Party, subject to the condition that the airline designated by one of the Contracting Parties must make at least one landing in the territory of the other Contracting Party, unless make at least one landing in the territory of the other Contracting Party, unless otherwise agreed between the aeronautical authorities of the Contracting Parties;
- (b) To make technical landings for non-commercial purposes in the territory of the other Contracting Party at points which shall be specially fixed by the aeronautical authorities of the Contracting Parties;
- (c) To transport in international flights passengers, cargo and mail between the territories of the Contracting Parties;
- (d) To transport in international flights and by agreement between the aeronautical authorities of the Contracting Parties passengers, cargo and mail between points in the territory of the other Contracting Party and points in the territory of third countries;
- (e) To transport in international flights passengers, cargo and mail across the territory of the other Contracting Party between points in the territory of the Contracting Party that designated the

airline and points in the territory of third countries, including, by agreement between the aeronautical authorities of the Contracting Parties, the right of stopover at points in the territory of the other Contracting Party.

ANNEX II

TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING AIR SERVICES

General

1. The Contracting Parties shall take all necessary measures to ensure the safety and efficient operation of the agreed services. For that purpose, each Contracting Party shall provide to the aircraft of the airline designated by the other Contracting Party all technical means of communication, navigation aids and other services necessary for the operation of the agreed 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 flight 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 aeronautical authorities of the Contracting Parties shall use international code for the transmission of meteorological information and shall agree on meteorological forecast periods, taking into account the schedule approved for the agreed services.

5. The aeronautical 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 transmitted either through the available international means of communication with subsequent written confirmation or in written form only, provided that this will reach the addressee in sufficient time. NOTAMS shall be issued in Russian and English and in Finnish and English.

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

Preparation of flight plans and air traffic control procedures

7. The crews of aircraft operated on the agreed services by the airline designated by one Contracting Party must be fully conversant with the flight regulations and air traffic control procedures in effect for the agreed services in the territory of the other Contracting Party.

8. Before each flight in its flight information zone and, if necessary, during the flight, the aeronautical 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 supplementary 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 transmitted by radio-telephone, save in cases of emergency requiring the commander of the aircraft to take immediate action on his own responsibility. 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 ensure readiness to transmit immediately on the said frequency, in particular, all information on the location of the aircraft, its altitude and meteorological observations in accordance with national regulations.

11. Unless otherwise agreed between the aeronautical authorities of the Contracting Parties, communication between aircraft and the appropriate air traffic control authorities shall be carried out by radio telephone in Russian or English with stations in the Soviet Union and in Finnish or English with stations in the Republic of Finland, on frequencies assigned for that purpose by the Contracting Parties. Information may be transmitted over long distances by radio telegraphy, if such facilities are available, using international Q-code.

Equipment of aircraft

12. The aircraft used on the agreed services by the airline designated by each Contracting Party shall, in so far as possible, be equipped to use air navigation aids enabling them to follow 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 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, the aeronautical authorities shall apply flight, air traffic control and other procedures in force in the territory of each of the Contracting Parties.

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 aeronautical authorities of the Contracting Parties shall use existing channels of communication between Helsinki and Moscow and between Helsinki and Leningrad.

Search and rescue measures

16. Where necessary, the aeronautical authorities of the Contracting Parties shall, to the best of their ability, actively co-operate in taking steps to search for and rescue aircraft.