

No. 14477

**UNION OF SOVIET SOCIALIST REPUBLICS
and
RWANDA**

**Air Transport Agreement (with annexes). Signed at Kigali
on 30 November 1973**

Authentic texts: Russian and French.

*Registered by the Union of Soviet Socialist Republics on 23 December
1975.*

**UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES
et
RWANDA**

**Accord relatif aux transports aériens (avec annexes). Signé à
Kigali le 30 novembre 1973**

Textes authentiques: russe et français.

*Enregistré par l'Union des Républiques socialistes soviétiques le
23 décembre 1975.*

[TRANSLATION—TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS AND THE GOVERNMENT OF THE RWANDESE REPUBLIC

The Government of the Union of Soviet Socialist Republics and the Government of the Rwandese Republic, hereinafter referred to as the Contracting Parties, desiring to conclude an agreement for the purpose of establishing air transport services between and beyond the two countries with a view to facilitating the development of air transport between the Union of Soviet Socialist Republics and the Rwandese Republic and strengthening international co-operation in this area, have agreed as follows:

Article 1. 1. For the purposes of this Agreement:

(a) "Territory" in relation to a State means the land areas and the territorial waters adjacent thereto and the air space above them, under the sovereignty of that State.

(b) "Aeronautical authorities" means, in the case of the Government of the Union of Soviet Socialist Republics, the Ministry of Civil Aviation or any person or legal entity authorized to perform the functions exercised by that Ministry and, in the case of the Government of the Rwandese Republic, the Ministry responsible for civil aviation or any person or legal entity authorized to perform the functions exercised by that Ministry.

(c) "Designated airline" means an airline designated and authorized in accordance with the provisions of article 4 of this Agreement.

2. The annexes to this Agreement shall be deemed to be an integral part of it.

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

Article 3. 1. The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route the following rights:

(a) the right to make stops for non-traffic purposes in the territory of the other Contracting Party, at the points indicated in the schedule in annex 1 to this Agreement;

(b) the right to make stops in the territory of the other Contracting Party at the points indicated on the routes in the schedule in annex 1 to this Agreement for the purpose of taking on and/or putting down international traffic in passengers, cargo and mail.

2. The provisions of this article shall not be deemed to confer on the designated airline of one Contracting Party the right to take on passengers, cargo or mail in order to transport them between points situated in the territory of the other Contracting Party for remuneration or under conditions of charter.

¹ Came into force provisionally from 30 November 1973 by signature, and definitively on 3 June 1975 by the exchange of the instruments of ratification, which took place at Moscow, in accordance with article 21.

3. The flight routes of aircraft operating the agreed services and the points for crossing State boundaries shall be established by each Contracting Party with respect to its territory.

4. All technical and commercial questions pertaining to the flights of aircraft and the transportation of passengers, cargo and mail on the agreed services, and all questions relating to commercial co-operation, and in particular to the establishment of schedules, frequency of flights, types of aircraft, technical servicing of aircraft on the ground, and methods of financial accounting shall be resolved by agreement between the designated airlines of the Contracting Parties and, if necessary, shall be submitted for the approval of the aeronautical authorities of the Contracting Parties.

Article 4. 1. Each Contracting Party shall have the right to designate one airline to operate the agreed services on the specified routes, and shall inform the other Contracting Party of its decision in writing.

2. The other Contracting Party, on receipt of such notification, shall, subject to the provisions of paragraphs 3 and 4 of this article, immediately grant to the designated airline the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to provide evidence to the effect that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied, in accordance with international practice, to the operation of international air services.

4. Each Contracting Party shall have the right to refuse to recognize an airline and to withhold or revoke the authorization of the rights accorded to that airline specified in article 3 of this Agreement, or to require the fulfilment of such conditions as it may consider necessary in the exercise by the designated airline of those rights in any case where it does not have evidence to the effect that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of that Contracting Party.

5. The designated airline may begin to operate the agreed services at any time, provided that the tariffs laid down for this air service in accordance with the provisions of article 14 of this Agreement have entered into force.

6. Each Contracting Party shall have the right to suspend the exercise by the airline of the rights specified in article 3 of this Agreement or to require the fulfilment of such conditions as it may deem necessary in the exercise of those rights by the airline in any case where the airline fails to comply with the laws and regulations of the Contracting Party granting those rights or in the event of the failure of the airline to operate flights in accordance with the conditions prescribed in this Agreement. This right shall be exercised only after consultation with the other Contracting Party, unless the immediate suspension of rights or imposition of conditions is essential to prevent further infringements of the laws and regulations.

Article 5. 1. Fuel and lubricating oils, spare parts, regular equipment, motor vehicles, aircraft stores (including food, alcoholic and non-alcoholic beverages and tobacco products) and publicity materials delivered or being delivered by the designated airline of one of the Contracting Parties to the territory of the other Contracting Party for operational needs shall be exempt

from all customs duties, inspection fees and other duties and charges on entry, on exit and while in the territory of the other Contracting Party.

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

- (a) aircraft stores (including food, alcoholic and non-alcoholic beverages and tobacco products) taken on board in the territory of either of the Contracting Parties or in the territory of third countries for use on international flights;
- (b) spare parts introduced into the territory of one Contracting Party for the technical servicing or repair of the aircraft used by the designated airline of the other Contracting Party in international services;
- (c) fuel and lubricating oils for use on aircraft during the operation of the agreed services by the airline designated by one Contracting Party, even when such reserves are to be used by the aircraft during flight over the territory of the Contracting Party in which they are taken on board.

The supplies mentioned in subparagraphs (a), (b) and (c) may be placed under the supervision or control of the customs authorities, if the latter so require.

3. Aircraft used on the agreed services, as well as their regular equipment, supplies of fuels and lubricating oils, spare parts, publicity materials and aircraft stores (including food, alcoholic and non-alcoholic beverages and tobacco products) on board an aircraft of the airline designated by one Contracting Party shall be exempt in the territory of the other Contracting Party from all customs duties, inspection fees and other duties and charges, even if such supplies are to be used for or by the aircraft when in that territory, except in cases where they are alienated in the territory of the second Contracting Party.

Article 6. 1. In order to ensure the safety of flights in the agreed services, each Contracting Party, in accordance with international practice, shall place at the disposal of the aircraft of the other Contracting Party such radio facilities, signal lighting, meteorological information and other services as may be necessary for carrying out such flights, and shall furnish the other Contracting Party with information regarding such facilities and with particulars regarding the main airports and auxiliary landing grounds and the flight routes in its territory.

2. Questions relating to the safety of flights and to the responsibility of the Contracting Parties for the operation of flights which fall within the jurisdiction of the aeronautical authorities of the Contracting Parties are set out in annex II to this Agreement.

Article 7. Passengers, baggage and cargo which are in direct transit through the territory of one Contracting Party and do not leave the area of the airport set aside for this purpose shall be subject only to a simplified form of inspection. Baggage and cargo in direct transit shall be exempt from customs duties and other similar charges.

Article 8. 1. The laws and regulations of one Contracting Party governing the admission to or departure from its territory of aircraft engaged in international flights or 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 governing the entry into, stay within, or departure from its territory of passengers, crew, cargo or mail, particularly the formalities relating to passports, customs, currency and

health requirements, shall apply to the passengers, crew, cargo and mail transported by the airline designated by the other Contracting Party while within the territory of the first Contracting Party.

Article 9. 1. Aircraft of the airline designated by one Contracting Party during flights over the territory of the other Contracting Party must carry the identification and registration marks of their State, certificates of registration, certificates of airworthiness and other aircraft documents prescribed by the aeronautical authorities of the Contracting Parties, as well as licences for radio equipment. The pilots and other members of the crew must carry valid personal papers.

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

Article 10. 1. The airlines designated by each Contracting Party shall be accorded equal and fair opportunities to transport cargo taken on in the territory of one Contracting Party and put down in the territory of the other Contracting Party, or vice versa, on the agreed services; the cargo taken on or put down in the territory of the other Contracting Party and transported to or from points on the route shall be regarded as additional cargo.

2. The volume of traffic of the airline designated by each of the Contracting Parties on the agreed services shall be closely related to public demand for transport on the specified routes. The primary objective of each airline shall be to provide sufficient capacity to meet the demand for the carriage of passengers, cargo and mail, taken on or put down in the territory of the Contracting Party which designated the airline.

3. The conditions for the carriage of passengers, cargo and mail taken on in the territory of the other Contracting Party and put down at points in third countries on the specified routes, or vice versa, shall correspond to the general principle that capacity shall depend on:

- (a) the requirements of traffic originating in or destined for the territory of the Contracting Party which has designated the airline;
- (b) the traffic requirements of the area through which the airline passes, taking into account the air services offered by the airlines of the countries situated in that area;
- (c) the economic requirements of transit traffic.

Article 11. 1. In the event of a forced landing by or an accident involving an aircraft of one Contracting Party in the territory of the other Contracting Party, the other Contracting Party shall immediately take all necessary measures to give assistance to the aircraft, crew and passengers and shall provide for the safety of the aircraft, as well as of the baggage, cargo and mail on board the aircraft.

2. The Contracting Party in whose territory the incident has occurred shall immediately notify the other Contracting Party thereof and shall take all necessary measures to investigate the circumstances and causes of the incident and, if so requested, shall provide the necessary authorization for representatives of the other Contracting Party to participate in the investigation as observers.

3. The Contracting Party conducting the investigation into the incident shall provide the other Contracting Party with all necessary information, including

documents relating to the incident, within the limits permitted by its laws and regulations, and shall transmit to it the final report on the investigation.

Article 12. Fees and other charges for the use of each airport, including its installations, technical and other facilities and services, as well as any charges for the use of airways and communications facilities and services shall be levied in accordance with the tariffs and rates established by each Contracting Party.

Article 13. 1. In order to regulate the commercial and technical questions relating to the operation of the agreed services, each Contracting Party shall grant to the airline of the other Contracting Party actually operating the agreed services the right to maintain representatives and assistants to those representatives at the points in its territory to which the designated airline of the other Contracting Party makes regular flights.

2. The representatives and their assistants mentioned in this article must be nationals of the Contracting Parties.

3. The number of persons employed in the offices of the airline representatives appointed by each airline from among nationals of the Contracting Parties shall be established by agreement between the aeronautical authorities of the Contracting Parties.

Article 14. 1. The tariffs on any of the agreed services shall be established at a reasonable level, due regard being paid to all relevant factors including operating costs, reasonable profit, the characteristics of the air service (for example, speed and comfort) and the tariffs of other airlines for any part of the specified routes. Such tariffs shall be fixed in accordance with the provisions set out below in this article.

2. The tariffs referred to in paragraph 1 of this article shall, whenever possible, be agreed upon for each of the specified routes by the designated airlines concerned, after consultations with other airlines operating on all or part of the route. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties.

3. If, for any reason, the designated airlines cannot reach agreement on any of these tariffs or if for any other reason, a tariff cannot be established in accordance with the provisions of paragraph 2 of this article, the aeronautical authorities of the Contracting Parties shall endeavour to fix the tariff by agreement between themselves.

4. If the aeronautical authorities cannot reach agreement on the approval of any tariff submitted to them in accordance with paragraph 2 of this article, or on the establishment of any tariff in accordance with paragraph 3, the dispute shall be settled in accordance with the provisions of article 18 of this Agreement.

5. No tariff may come into force unless the aeronautical authorities of either Contracting Party have approved it.

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 15. 1. All accounting between the designated airlines shall be effected in freely convertible currency.

2. Each Contracting Party shall accord to the airline designated by the other Contracting Party the right to remit to its Head Office the net income derived

from the operation of the agreed services. These amounts shall be freely transferred at the official rate of exchange and shall not be subject to any taxes or other restrictions.

Article 16. 1. Each Contracting Party shall exempt the designated airline of the other Contracting Party in its territory from all taxes and duties on income and profits derived by the airline from the sale of air tickets and the operation of the agreed services.

2. Persons employed in the offices of the representatives of one Contracting Party working in the territory of the other Contracting Party shall be exempted by the other Contracting Party from all taxes and duties on their salaries.

Article 17. In order to ensure close co-operation on all questions relating to the implementation of this Agreement, the aeronautical authorities of the Contracting Parties shall hold consultations from time to time.

Article 18. Any dispute which may arise with regard to the interpretation or application of this Agreement or its annexes shall be settled by direct negotiations between the aeronautical authorities of the Contracting Parties. Should the said aeronautical authorities fail to reach agreement, the dispute shall be settled through the diplomatic channel.

Article 19. If either of the Contracting Parties considers it desirable to modify the provisions of this Agreement or of its annexes, it may request consultations between the aeronautical authorities of both Contracting Parties regarding the proposed modification. Such consultations shall begin within 60 days of the date of receipt of the request. Modifications to the Agreement shall take effect following their approval by an exchange of notes through the diplomatic channel. Modifications to the annexes may be made by agreement between the aeronautical authorities of the Contracting Parties.

Article 20. Either Contracting Party may at any time notify the other Contracting Party of its desire to terminate the application of this Agreement. This Agreement shall cease to be in force one year after the date of receipt of such notification from the other Contracting Party, unless such notification is withdrawn by agreement before the expiration of that time.

Article 21. This Agreement shall enter into force provisionally on the date of its signature. It shall enter into force permanently on the date of the exchange of the instruments of ratification.

DONE at Kigali on 30 November 1973, in duplicate, in the Russian and French languages, both texts being equally authentic.

For the Government
of the Union of Soviet
Socialist Republics:

[Signed]

G. ZHILYAKOV
Ambassador Extraordinary
and Plenipotentiary of the USSR
to the Rwandese Republic

30 November 1973

For the Government
of the Rwandese Republic:

[Signed]

Major A. NSEKALIJE
Minister for Foreign Affairs
and Co-operation
of the Rwandese Republic

ANNEX I

1. The Government of the Union of Soviet Socialist Republics designates the Central Authority of the International Airlines (Aeroflot) ("Soviet Airlines") to operate the agreed services specified in the schedule of routes for Soviet aircraft.

2. The Government of the Rwandese Republic, in accordance with article 4, paragraph 1, of this Agreement, shall notify the Government of the USSR at a later stage of the designation of an airline to operate the agreed services specified in the schedule of routes for Rwandese aircraft.

SCHEDULE OF ROUTES

*1. Routes to be operated in both directions by the designated airline
of the Union of Soviet Socialist Republics*

Moscow – intermediate points in third countries – Kigali and points beyond in third countries of Africa, in both directions.

*2. Routes to be operated in both directions by the designated airline
of the Rwandese Republic*

Kigali – intermediate points in third countries – Moscow and points beyond in third countries of Europe, in both directions.

NOTES. (a) When operating any or all flights, the designated airlines may omit any points on the route except the point situated in the territory of each of the Contracting Parties, unless there is a special agreement between the aeronautical authorities of the Contracting Parties.

(b) Charter, supplementary and special flights may be carried out by the designated airlines after advance notice has been given. Such notice must be given to the aeronautical authorities of the Contracting Parties not later than 48 hours before the departure of the aircraft.

(c) In the operation of the agreed services, the airline designated by either Contracting Party shall have the right to transport passengers, mail, baggage and cargo on all parts of the specified route in both directions. The designated airlines shall agree between themselves on the volume of traffic in passengers, cargo and mail on all parts of the specified route in accordance with article 3, paragraph 4, of this Agreement.

(d) The designated airlines shall be accorded the right to sell freely their own travel documents in the territories of the Contracting Parties in accordance with the laws and regulations in force in the two countries.

It is understood that, in accordance with the provisions of this paragraph, the designated Soviet airline shall enjoy the said right as soon as it begins to operate the agreed services provided for under this Agreement.

ANNEX II

General provisions

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, as far as possible, provide for the use of the aircraft of the airline designated by the other Contracting Party all the technical means of communication, radio navigation aids and other services necessary to operate the agreed services.

2. The information and assistance provided by each Contracting Party in accordance with the terms of this annex must, as far as possible, be sufficient to meet the reasonable

requirements for ensuring the safety of flights of the airline designated by the other Contracting Party.

Provision of information

3. The information to be provided by each Contracting Party shall, as far as possible, include all necessary particulars regarding the main airports and auxiliary landing grounds to be used for the operation of the agreed services, the flight routes within the territory of the said Contracting Party, radio and other navigational aids and other facilities necessary for aircraft to fulfil the procedures established by the air traffic control services.

4. The information shall also include all appropriate meteorological data, which must be provided both before and during the flight on the agreed services. The aeronautical authorities of the Contracting Parties shall use the international code for the transmission of meteorological information and shall agree on the necessary periods for the transmission of meteorological forecasts, taking into account the schedules established for the agreed services.

5. The aeronautical authorities of the Contracting Parties shall arrange for a continuous supply of information to the operating airline and the relevant authorities, in accordance with paragraphs 3 and 4 of this annex, and for the immediate transmission of notices concerning any changes made. This shall be done by means of NOTAMs transmitted either by existing international communications facilities, with subsequent confirmation in writing, or in written form only, provided that the addressee can receive the notice in good time. NOTAMs shall be supplied in the Russian, English and French languages or in the English language only.

6. The exchange of information by NOTAMs shall begin as soon as possible and in any event prior to the commencement of regular flights on the agreed services.

Preparation of flight plans and air traffic control procedures

7. The crews of aircraft used on the agreed services by the airline designated by one Contracting Party must be fully conversant with the flight rules and the procedures laid down by the air traffic control services and used in the territory of the other Contracting Party.

8. The aeronautical authorities of each Contracting Party shall supply to the crews of aircraft of the airline designated by the other Contracting Party, before each flight and if necessary during flight in their area, the following information:

- (a) information about the condition of the airports and navigational and landing aids;
- (b) written information, maps and charts, as well as additional oral information regarding the weather conditions on the route and at the point of destination (actual weather conditions, as well as weather forecasts).

9. Before each flight the commander of the aircraft shall submit a flight plan for approval by the air traffic control authorities in the country in which the flight is to originate. The flight must be carried out in accordance with the approved plan. No change may be made in the flight plan except by permission of the competent air traffic control authorities unless an emergency makes it necessary for the commander of the aircraft to take immediate action on his own responsibility. In such cases, the competent air traffic control authorities shall be notified as soon as possible of the changes in the flight plan.

10. The commander of the aircraft shall arrange for a continuous listening watch on the transmitting frequency of the air traffic control authorities and shall ensure the immediate transmission of replies on those frequencies and, in particular, of all information relating to the location of the aircraft and meteorological observations in accordance with the national regulations.

11. Unless otherwise agreed between the aeronautical authorities of the Contracting Parties, communications between aircraft and the air traffic control authorities shall be

maintained by radio-telephone in the Russian or English language with stations in the Soviet Union and in the English language with stations in the Rwandese Republic on frequencies determined for this purpose by the Contracting Parties. For the long-distance transmission of information, radio telegraphy in the international "Q" code may be used.

Equipment of aircraft

12. Aircraft which will be operated on the agreed services by the airline designated by each Contracting Party must be equipped, if possible, in such a way as to be able to use the navigational aids and systems which would enable them to follow the agreed routes and also one or more of the landing systems used in the territory of the other Contracting Party.

13. Aircraft used on the agreed services must be equipped with radio transmitters and receivers with appropriate radio frequencies for communication with ground radio stations situated in the territory of the other Contracting Party.

Flight and air traffic control procedures

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

Means of communication

15. For the purpose of exchanging the information essential for the flight of aircraft, including the transmission of Class I NOTAMS, the aeronautical authorities of the Contracting Parties shall use the existing AFTN communications links or such communication channels as may be brought into operation in the future
