

No. 21065

---

**IRELAND  
and  
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement relating to transit flights by Aeroflot between the Union of Soviet Socialist Republics and countries in the Western hemisphere with technical landings at Shannon Airport (with annex). Signed at Dublin on 23 January 1980**

*Authentic texts: English and Russian.*

*Registered by Ireland on 21 May 1982.*

---

**IRLANDE  
et  
UNION DES RÉPUBLIQUES SOCIALISTES  
SOVIÉTIQUES**

**Accord concernant les vols en transit effectués par l'Aérofлот entre l'Union des Républiques socialistes soviétiques et les pays de l'hémisphère occidental avec escales techniques à l'aéroport de Shannon (avec annexe). Signé à Dublin le 23 janvier 1980**

*Textes authentiques : anglais et russe.*

*Enregistré par l'Irlande le 21 mai 1982.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF IRELAND  
AND THE GOVERNMENT OF THE UNION OF SOVIET  
SOCIALIST REPUBLICS RELATING TO TRANSIT FLIGHTS  
BY AEROFLOT BETWEEN THE USSR AND COUNTRIES IN  
THE WESTERN HEMISPHERE WITH TECHNICAL LANDINGS  
AT SHANNON AIRPORT

The Government of Ireland and the Government of the Union of Soviet Socialist Republics, hereinafter called the contracting parties, desiring to conclude an agreement relating to transit flights by Aeroflot between the USSR and countries in the Western hemisphere with technical landings at Shannon Airport, have agreed as follows:

*Article 1.* 1. For the purpose of use of the present agreement the following terms mean:

(a) The term "territory" in relation to a State means land areas, territorial and internal waters and air space above them under the sovereignty of that State.

(b) The term "aeronautical authorities" means, in the case of the Union of Soviet Socialist Republics, the Ministry of Civil Aviation or any physical or juridical person authorised to perform any functions exercised by the said Ministry, and in the case of the Government of Ireland, the Minister for Tourism and Transport or any physical or juridical person authorised to perform any functions exercised by the said Minister.

(c) The term "designated Airline" means an airline designated and authorised in accordance with the provisions of article 4 of the present agreement.

2. The "annex" to the present agreement shall be considered as its integral part.

*Article 2.* The Irish contracting party grants to the Soviet contracting party the rights specified in the present agreement.

*Article 3.* 1. The airline designated by the Soviet contracting party has the right to make stops in the territory of the Irish contracting party for non-traffic purposes at Shannon Airport.

2. All the technical matters concerning the operation of the transit flights by the Soviet designated airline at Shannon Airport shall be settled by agreement between the aeronautical authorities.

*Article 4.* 1. The Soviet contracting party has the right to designate one airline for the purposes of carrying out the transit flights with technical landings at Shannon Airport.

2. The Irish contracting party hereby grants to the Soviet designated airline the appropriate authorisation for the purpose of carrying out transit flights with technical landings at Shannon Airport.

*Article 5.* 1. Fuel (including fuel imported by sea for storage in tanks at Shannon Airport), lubricants, spare parts, equipment, aircraft stores (including food, strong and soft drinks and tobacco), delivered or which are to be delivered by the designated airline of the Soviet contracting party or on its instruction to

<sup>1</sup> Came into force on 23 January 1980 by signature, in accordance with article 21.

the territory of Ireland for its operational needs shall be exempt from all the customs duties, inspection fees and other charges and taxes on their arriving, departure and while within the territory of the Irish contracting party. This provision also extends to fuel which may be disposed of by the airline designated by the Soviet contracting party to other airlines.

2. There also shall be exempted from such charges, fees and taxes (with the exception of fees for service):

- A) Aircraft stores (including food, strong and soft drinks and tobacco) taken aboard aircraft in the territory of either contracting party for use in international flight,
- B) Spare parts introduced into the territory of Ireland for maintenance or repair of aircraft engaged in operation on international services by the designated airline of the Soviet contracting party,
- C) Supplies of fuel and lubricants intended for use in the operation of the agreed services by aircraft of the airline designated by the Soviet contracting party, even when these supplies are to be used on the part of the route performed within the territory of Ireland in which they are taken on board.

Materials referred to in paragraphs A), B), and C) above may be required to be kept under customs supervision or control.

3. Aircraft operating the agreed services as well as supplies of fuel, lubricants, spare parts, equipment, and aircraft stores (including food, strong and soft drinks and tobacco) aboard the aircraft of the airline designated by the Soviet contracting party shall be exempt in the territory of Ireland from all the customs duties, inspection fees and other charges and taxes even in case when the said supplies shall be used for this aircraft or by this aircraft while within this territory provided such supplies are not alienated in the territory of Ireland.

*Article 6.* The regular airborne equipment as well as the materials and supplies retained on board the aircraft may be unloaded in Irish territory only with the approval of the customs authorities. In such case they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of with the consent of the said authorities.

*Article 7.* For the purpose of ensuring safety of flights on agreed services the Irish contracting party shall, according to international practices, make available to the Soviet aircraft all necessary radio, lighting, meteorological and other facilities required for the operation of flights, and the Irish contracting party shall also convey to the Soviet contracting party data of such services and information in regard to primary and alternate aerodromes where landing may be effected and in regard to flight routes within the limits of its territory.

*Article 8.* Passengers, baggage and cargo in direct transit across the territory of Ireland and not leaving the area of the airport reserved for such purpose, shall only be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

*Article 9.* 1. The laws, regulations and procedures of the Irish contracting party governing entry into and departure from its territory of aircraft engaged in international air navigation, or operation and navigation of such aircraft while within its territory, shall apply to aircraft of the airline designated by the Soviet contracting party.

2. The laws, regulations and procedures of the Irish contracting party governing entry into, stay in and departure from its territory of passengers, crew, cargo and mail such as formalities regarding passports, customs, currency and sanitary measures shall apply to passengers, crew, cargo and mail carried by the aircraft of the Soviet contracting party while they are within the said territory.

*Article 10.* The Irish contracting party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in article 3 of this Agreement by the airline designated by the Soviet contracting party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) In the case of failure by that airline to comply with the laws and regulations of the Irish contracting party or
- (b) In case the airline otherwise fails to operate in accordance with the conditions prescribed in this Agreement.

Such right shall be exercised only after consultation with the Soviet contracting party unless such immediate revocation, suspension or imposition is essential to prevent further infringement of laws or regulations.

*Article 11.* 1. Aircraft of the airline designated by the Soviet contracting party during flights over the territory of Ireland shall have its national wing and registration marks, certificates of registration, certificates of airworthiness and other aircraft documents established by the aeronautical authorities of the Soviet contracting party and also permission for radio equipment. Pilots and other crew members shall have effective personal certificates of competency.

2. All the aforementioned documents issued or recognised as valid by the Soviet contracting party shall be recognised as valid within the territory of Ireland.

*Article 12.* 1. In case of a forced landing or accident of an aircraft of the Soviet contracting party within the territory of Ireland, the Irish contracting party shall immediately notify the Soviet party thereof, take necessary measures for the investigation of the causes of the accident, take immediate steps to assist the crew and the passengers and provide for the safety of the aircraft and mail, baggage and cargo on board.

2. The Irish contracting party conducting the investigation of the accident shall inform the Soviet contracting party of the results of the investigation and the Soviet contracting party to whom the aircraft belongs shall have the right to appoint its observers who shall have the right to be present at the investigation of the accident.

3. The Irish contracting party conducting the investigation of the accident shall submit the information of its result and the final report concerning the investigation of the accident to the Soviet contracting party.

*Article 13.* Fees and other charges for the use of Shannon Airport including the installation, technical and other facilities and services as well as any charges for the use of communication facilities and services shall be made in accordance with the established rates and tariffs.

*Article 14.* 1. For the co-ordination of matters concerning the operation of the agreement, the Irish contracting party grants to the designated airline of the Soviet contracting party the right to station representative personnel at Shannon Airport.

2. The representative personnel mentioned in this article as well as crew members of aircraft of the Soviet designated airline shall be the citizens of the Soviet contracting party.

3. The number of representative personnel of the Soviet designated airline shall be agreed between the aeronautical authorities of the contracting parties.

*Article 15.* 1. All the accounts shall be done in convertible currency.

2. Subject to completion by the airline designated by the Soviet contracting party of the standard administrative procedures, the Irish contracting party undertakes to grant exchange control permission for all payments to its residents from the Head Office of the said airline and transfers to the Head Office of the said airline representing the excess of receipts over expenditure in respect of its operations in the territory of the Irish contracting party.

*Article 16.* From time to time there shall be consultations between the aeronautical authorities of the contracting parties to ensure close collaboration in all matters affecting the fulfilment of the present agreement.

*Article 17.* Any dispute relating to the interpretation or application of this agreement shall be settled by direct negotiations between the aeronautical authorities of the contracting parties. Such negotiations shall commence as soon as practicable but in any event not later than sixty (60) days from the date of receipt of a request for such negotiations unless otherwise agreed by the aeronautical authorities. If the said aeronautical authorities fail to reach an agreement the dispute shall be settled through diplomatic channels.

*Article 18.* If either of the contracting parties considers it desirable to modify the terms of this agreement it may request a consultation between the aeronautical authorities of both contracting parties in relation to the proposed modification. Consultation shall begin within a period of sixty days from the date of the request. The modifications of the agreement shall come into effect when they have been confirmed by an exchange of notes through diplomatic channels.

*Article 19.* Either contracting party may at any time give notice to the other party if it desires to terminate the present agreement. The present agreement shall terminate 12 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 20.* If both contracting parties become parties to any multilateral convention connected with this agreement, they may by mutual consent amend the present agreement accordingly, in order to bring it into conformity with the provisions of the said convention.

*Article 21.* The present agreement shall come into force from the day of its signing.

DONE at Dublin this 23rd day of January 1980, in duplicate, in the English and Russian languages, both texts being equally authentic.

[Signed — Signé]<sup>1</sup>  
For the Government  
of Ireland

[Signed — Signé]<sup>2</sup>  
For the Government  
of the Union of Soviet  
Socialist Republics

#### ANNEX

The Government of the Union of Soviet Socialist Republics designates the central department of international services Aeroflot “Soviet Airlines” for the operation of the technical landings at Shannon Airport of transit flights on the routes: points in the USSR—Shannon—points in the countries in the Western hemisphere and vice versa.

---

<sup>1</sup> Signed by N. McMahon — Signé par N. McMahon.

<sup>2</sup> Signed by S. Pavlov — Signé par S. Pavlov.