

No. 31341

**LITHUANIA
and
RUSSIAN FEDERATION**

**Air Transport Agreement (with annex). Signed at Vilnius on
18 November 1993**

Authentic texts: Lithuanian and Russian.

Registered by Lithuania on 28 October 1994.

**LITUANIE
et
FÉDÉRATION DE RUSSIE**

**Accord relatif aux services aériens (avec annexe). Signé à
Vilnius le 18 novembre 1993**

Textes authentiques : lituanien et russe.

Enregistré par la Lituanie le 28 octobre 1994.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION

The Government of the Republic of Lithuania and the Government of the Russian Federation, hereinafter referred to as “the Contracting Parties”,

Being parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944,²

On the basis of the provisions of the Treaty between the Republic of Lithuania and the Russian Soviet Federative Socialist Republic on the basis for relations between States of 29 July 1991,³ and taking into account the Agreement between the Government of the Republic of Lithuania and the Government of the Russian Federation on the principles of cooperation and the terms for reciprocal relations in the field of transport of 12 February 1992,⁴

Desiring to conclude an Agreement with a view to establishing air transport between their respective territories and beyond,

Have agreed as follows:

Article 1

DEFINITIONS

1. For the purposes of this Agreement:

(a) The term “the Convention” shall mean the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and shall include any Annex to that Convention and any amendment to that Annex adopted in accordance with article 90 of the Convention, to the extent that the Annex and the amendment thereto are applicable to the Contracting Parties to this Agreement; it shall also include any amendment to the Convention adopted in accordance with article 94 of the Convention and ratified accordingly by the Republic of Lithuania and the Russian Federation;

(b) The term “aeronautical authorities” shall mean, in the case of the Republic of Lithuania, the Department of Civil Aviation of the Ministry of Transport or any other person or organization authorized to carry out the functions currently exercised by that Department, and, in the case of the Russian Federation, the Department of Air Transport of the Ministry of Transport or any person or organization authorized to carry out the functions currently exercised by that Department;

¹ Came into force on 19 January 1994, the date on which the Contracting Parties notified each other of the completion of the constitutional requirements, in accordance with article 23.

² United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

³ *Ibid.*, vol. 1787, No. I-31051.

⁴ See p. 53 of this volume.

(c) The term “designated airline” shall mean the airline designated and authorized under article 4 of this Agreement;

(d) The term “territory” in relation to a State shall mean the land areas, the territorial and internal waters, and the air space above them which are under the sovereignty of that State;

(e) The terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” shall have the same meanings as in article 96 of the Convention;

(f) The term “capacity” in relation to an aircraft shall mean the commercial payload of that aircraft over the entire route or part thereof;

(g) The term “capacity” in relation to an agreed service shall mean the capacity of an aircraft used on that particular service multiplied by the number of flights made by that aircraft during a specified period over the entire route or part thereof.

2. The annex to this Agreement shall form an integral part thereof.

Article 2

GRANTING OF RIGHTS

Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing international air services on the routes specified in the annex to this Agreement (which shall hereinafter be referred to as “the agreed services” and “the specified routes” respectively).

Article 3

FLIGHT AND CONVEYANCE RIGHTS

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

(a) The right to overfly the territory of the other Contracting Party without stopping;

(b) The right to make stops in the territory of the other Contracting Party for non-traffic purposes at points specified in the annex to this Agreement;

(c) The right to make stops in the territory of the other Contracting Party at points specified in the annex to this Agreement for the purpose of picking up and/or setting down international air traffic in passengers, mail and cargo in order to convey them to or from points in the territory of the other Contracting Party.

2. Nothing in this Agreement shall be interpreted as conferring on the designated airline of either Contracting Party the right to take on passengers, mail and cargo carried for remuneration or hire between the points in the territory of the other Contracting Party.

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

Article 4

DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party the airline or airlines which is/are to operate the agreed services on the specified routes.

2. On receiving notice of such designation, the other Contracting Party shall without delay, subject to the provisions of paragraphs 3 and 4 of this article, grant the appropriate operating permit to the designated airline(s).

3. Each Contracting Party shall have the right to change the airline previously designated and designate another, and it shall notify the other Contracting Party of its decision in writing.

4. The aeronautical authorities of either Contracting Party may, prior to issuing an operating permit, require the designated airline of the other Contracting Party to show proof that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities to the operation of international air services.

5. Each Contracting Party shall have the right to withhold the operating permit referred to in paragraph 2 of this article or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in article 3 of this Agreement, if it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals.

6. An airline which has been thus designated and authorized may commence operation of the agreed services provided that the flight schedule agreed by the designated airlines has been approved by the aeronautical authorities of the Contracting Parties and the tariffs laid down in accordance with the provisions of article 11 of this Agreement have entered into force.

Article 5

CANCELLATION OR SUSPENSION OF OPERATING PERMITS

1. Each Contracting Party reserves the right to cancel the operating permit granted to an airline designated by the other Contracting Party, to suspend the exercise by such airline of the rights specified in article 3 of this Agreement, or to impose such conditions as it may deem necessary on the exercise of those rights, if:

(a) It is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; or

(b) The airline does not comply with the laws or regulations of the Contracting Party granting those rights; or

(c) The airline fails in some other way to comply with the conditions prescribed in this Agreement.

2. Unless immediate cancellation, suspension or the imposition of the conditions referred to in paragraph 1 of this article are necessary to prevent further

infringements of the laws or regulations, the right referred to in that paragraph shall be exercised only after consultation between the aeronautical authorities of the Contracting Parties. Consultations between the aeronautical authorities shall be held as soon as possible after they have been requested.

Article 6

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations applicable in the territory of each Contracting Party to the entry and departure of aircraft engaged in international air services or to the operation and navigation of such aircraft while they are within its territory shall apply to aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations applicable in the territory of each Contracting Party to the entry, stay and departure of passengers, crew, cargo and mail, and, in particular, the formalities relating to immigration, customs, foreign exchange and sanitary measures shall be applied to passengers, crew, cargo and mail carried by the aircraft of the airline designated by the other Contracting Party while in the said territory.

Article 7

FEEES

Fees and other payments for the use of each airport, including its facilities and any technical and other equipment and services, as well as any payments for the use of aeronautical navigation equipment, communications and other services, shall be levied at the rates and tariffs established by each Contracting Party.

Article 8

CERTIFICATES AND LICENCES

1. Certificates of airworthiness and competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party provided that the requirements governing the issuance or confirmation of such certificates and licences conform to the standards prescribed by the International Civil Aviation Organization.

2. However, each Contracting Party reserves the right to refuse to recognize as valid, for the purpose of flight above its own territory, certificates and licenses issued to its own nationals by the other Contracting Party.

Article 9

DIRECT TRANSIT

Passengers, baggage and cargo in direct transit across the territory of either Contracting Party which remain in the section of the airport designated for that purpose shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar charges.

Article 10

FLIGHT CAPACITIES AND SCHEDULES

1. The designated airlines of the Contracting Parties shall be accorded fair and equal terms in the operation of agreed services on specified routes between their respective territories.

2. The agreed services operated by the designated airlines of the Contracting Parties shall be commensurate with public transport requirements on the specified routes, and each airline shall, as a matter of priority, provide capacity which, assuming reasonable load coefficients, meets existing and reasonably projected requirements for conveying passengers, cargo and mail between their respective territories.

3. Prior to operating flights on the agreed services, the designated airlines shall reach mutual agreement on a schedule of flights with information about frequency of flights, the type of aircraft to be used, their configuration and their arrival and departure times.

4. The schedule of flights agreed by the designated airlines shall be submitted to the aeronautical authorities of the Contracting Parties for approval at least 30 (thirty) days prior to its planned entry into force. Subject to agreement between the aeronautical authorities of the Contracting Parties, this 30-day time limit may be reduced.

5. If the designated airlines are unable to reach agreement on coordinating a schedule of flights, the matter shall be settled directly between the aeronautical authorities of the Contracting Parties.

6. The schedule of flights may not be initiated without approval from the aeronautical authorities of the Contracting Parties. Any subsequent changes to the approved schedule shall be submitted to the aeronautical authorities of the Contracting Parties for approval.

7. The agreed and approved schedule of flights shall remain valid for the period specified therein.

Article 11

TARIFFS

1. The tariffs charged for any agreed service shall be fixed at a reasonable level, due regard being paid to all relevant factors, in particular, operational costs, reasonable profit, the characteristics of the airline (for example, speed and comfort) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the provisions of this article as indicated below, and at least 30 (thirty) days prior to their entry into force.

2. The tariffs referred to in paragraph 1 of this article, and the amount of the agents' commission derived from these tariffs, shall, if possible, be agreed by the designated airlines for each of the specified routes. The tariffs so agreed shall be subject to approval by the aeronautical authorities of the Contracting Parties.

3. If the designated airlines are unable to agree on any tariffs or if, for any reason, agreement cannot be reached on a tariff 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 mutual agreement.

4. If the aeronautical authorities cannot reach agreement 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 of this article, the dispute shall be settled in accordance with the provisions of article 19 of this Agreement.

5. No tariff shall enter into force unless it has been approved by the aeronautical authorities of one of the Contracting Parties.

6. 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 12

EXEMPTION FROM DUTIES

1. Aircraft used on agreed services by the designated airline of one Contracting Party, together with their regular equipment, including supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board the aircraft, shall be exempt from all customs duties, charges and other fees on arrival in the territory of the other Contracting Party, provided that the items, equipment and supplies remain on board the aircraft until re-exported.

2. The following shall likewise be exempt from fees and duties, excluding fees levied in respect of services rendered:

(a) Aircraft stores taken aboard in the territory of one Contracting Party which are within the limits established by the authorities of that Contracting Party and intended for consumption aboard aircraft operated on agreed services by the designated airline of the other Contracting Party;

(b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft operated on agreed services by the designated airline of the other Contracting Party;

(c) Fuel and lubricants intended for use by aircraft operated on agreed services by the designated airline of one Contracting Party, even when such supplies are consumed during that part of the flight which takes place over the territory of the other Contracting Party in which they were taken aboard;

(d) Items and equipment for the installation and proper functioning of representative offices used by the designated airline of a Contracting Party (building materials, furniture, electronic reservations and communications equipment, automated office equipment, buses and spare parts for them), as well as documents (airline tickets, airline waybills) and promotional materials.

3. The items, equipment, stores, spare parts and documents referred to in paragraph 2 of this article may be required to be kept under customs supervision or control.

4. The regular equipment, items, stores and spare parts aboard an aircraft operated on agreed services by the designated airline of one Contracting Party may

not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that Contracting Party. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported and/or otherwise disposed of in accordance with customs regulations.

Article 13

TRANSFER OF REVENUE

Each Contracting Party shall grant the designated airline of the other Contracting Party the right to transfer freely any revenue in excess of expenditure accruing to that designated airline from the operation of agreed services.

Such transfers shall be made in freely convertible currency at the official international exchange rate applicable on the date of the transfer and in accordance with the currency exchange regulations applied by the Contracting Parties. If the Contracting Parties conclude a financial agreement covering settlements and payments, such transfers shall be governed by that agreement.

Article 14

EXEMPTION FROM TAXATION

Revenue from the operation of agreed services which accrues to the designated airline of one Contracting Party in the territory of the other Contracting Party shall be exempted by the other Contracting Party from taxes which should or could be levied under the regulations of that Contracting Party.

Article 15

REPRESENTATIVE OFFICES

1. In order to ensure the operation of agreed services, the designated airline of one of the Contracting Parties shall be granted the right to open its own representative offices in the territory of the other Contracting Party with the necessary administrative, commercial and technical personnel.

2. The designated airline of each Contracting Party may sell its services in the territory of the other Contracting Party either directly or through agents designated by it in accordance with the laws and regulations of the other Contracting Party.

3. If matters relating to commercial activity by enterprises of one Contracting Party in the territory of the other Contracting Party, including the sale of air services, are governed by a special agreement between the Contracting Parties, that agreement shall be applied.

Article 16

AVIATION SAFETY

1. In accordance with their rights and obligations arising from international law, the Contracting Parties affirm that the obligation they have undertaken with respect to one another to ensure the security of civil aviation against acts of illegal

interference shall form an integral part of this Agreement. Without limiting the general applicability of their rights and obligations under international law, the Contracting Parties shall act in accordance with the provisions of the Convention on offences and certain other acts committed on board aircraft, signed at Tokyo on 14 September 1963;¹ the Convention for the suppression of unlawful seizure of aircraft, signed at The Hague on 16 December 1970;² the Convention for the suppression of unlawful acts against the safety of civil aviation, signed at Montreal on 23 September 1971;³ the Protocol for the suppression of unlawful acts of violence at airports serving international civil aviation, signed at Montreal on 24 February 1988;⁴ and the provisions of bilateral agreements between the Contracting Parties that are currently in force and of all such agreements that may subsequently be concluded by them.

2. The Contracting Parties shall, upon request, provide each other with all necessary assistance to prevent the unlawful seizure of aircraft and other unlawful acts against the safety of aircraft, their passengers and crew, airports and aeronautical navigation equipment, and any other threat to the safety of civil aviation.

3. The Contracting Parties shall act in accordance with the provisions on aviation safety and the technical requirements established by the International Civil Aviation Organization and stipulated in the Annexes to the Convention on International Civil Aviation, to the extent that these provisions and requirements are applicable to the Contracting Parties; they shall require operators of aircraft carrying their registration marks, operators of aircraft whose main field of operation or permanent base is located in their territory, and operators of international airports in their territory to act in accordance with such provisions and requirements of aviation safety.

4. Each Contracting Party shall agree that the other Contracting Party may require aircraft operators to comply with the provisions and requirements on aviation safety referred to in paragraph 3 of this article which are stipulated by the other Contracting Party for arrival, departure and stay in its territory. Each Contracting Party shall ensure that the appropriate measures are applied in its territory to protect aircraft and check passengers, crew, hand luggage, baggage and on-board supplies prior to and during boarding or loading. Each Contracting Party shall also look favourably on any request by the other Contracting Party that special security measures should be adopted in connection with a specific threat.

5. In the event of an incident or the threat of an incident connected with the unlawful seizure of civil aircraft or other unlawful acts against the safety of aircraft, their passengers and crew, airports or aeronautical navigation equipment, the Contracting Parties shall assist each other by facilitating communications and adopting appropriate measures with a view to bringing the incident or threat of an incident to a close quickly and safely.

¹ United Nations, *Treaty Series*, vol. 704, p. 219.

² *Ibid.*, vol. 860, p. 105.

³ *Ibid.*, vol. 974, p. 177 and vol. 1217, p. 404 (corrigendum to volume 974).

⁴ *Ibid.*, vol. 1589, No. A-14118.

Article 17

STATISTICAL INFORMATION

The aeronautical authorities of one Contracting Party shall periodically supply to the aeronautical authorities of the other Contracting Party, at their request, such statistical information as may reasonably be required for the purpose of determining the volume of traffic operated by the designated airline of the first Contracting Party on the agreed services.

Article 18

CONSULTATIONS

In order to ensure close cooperation in all matters relating to the implementation of this Agreement, the aeronautical authorities of the Contracting Parties shall consult together from time to time.

Article 19

SETTLEMENT OF DISPUTES

1. Any dispute relating to the interpretation or application of this Agreement or its annex shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties. If the aeronautical authorities fail to reach an agreement, the dispute shall be settled through the diplomatic channel.

2. If the Contracting Parties cannot reach agreement through negotiations, the dispute may be submitted to a Board of Arbitration for consideration. To that end, each of the Contracting Parties shall appoint one arbitrator. The appointed arbitrators shall designate a third arbitrator who shall assume the duties of Chairman of the Board of Arbitration. The Parties shall appoint their respective arbitrators within 60 (sixty) days from the date on which they receive notification through the diplomatic channel of the intention to settle disputes through the Board of Arbitration. The Chairman of the Board of Arbitration shall be appointed during the following 60 (sixty) days. If either Contracting Party fails to appoint its arbitrator or if the third member of the Board of Arbitration is not appointed within the prescribed period, the Contracting Parties may request the President of the Council of the International Civil Aviation Organization to appoint the arbitrator and/or the Chairman of the Board of Arbitration.

3. The Contracting Parties shall undertake to implement the decisions of the Board of Arbitration adopted in accordance with paragraph 2 of this Article.

4. If one Contracting Party fails to implement the decision of the Board of Arbitration, the other Contracting Party shall be entitled to revoke the rights and privileges granted to the other Contracting Party under this Agreement.

5. Each Contracting Party shall assume responsibility for the expenses associated with the work of its arbitrator. The honorarium and expenses of the Chairman of the Board of Arbitration and any expenses associated with the Board of Arbitration shall be defrayed equally by both Contracting Parties.

Article 20

MODIFICATIONS TO THE AGREEMENT

If either Contracting Party proposes a modification of any provision of this Agreement or its annex, the aeronautical authorities of the Contracting Parties shall hold consultations relating to the proposed modification. The consultations shall begin within a period of 60 (sixty) days from the date of the request therefor, unless the aeronautical authorities of the Contracting Parties agree to extend this period. Modifications to the Agreement shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel. Modifications to the annex may be made by agreement between the aeronautical authorities of the Contracting Parties.

Article 21

REGISTRATION OF THE AGREEMENT

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

Article 22

DENUNCIATION OF THE AGREEMENT

1. This Agreement has been concluded for an indefinite period.
2. Either Contracting Party may at any time give notice through the diplomatic channel to the other Contracting Party of its intention to denounce this Agreement. In that event, the Agreement shall terminate 12 (twelve) months after the date on which the other Contracting Party receives the notice, unless it is withdrawn by mutual agreement before the expiry of that period.

Article 23

ENTRY INTO FORCE

This Agreement shall enter into force from the date on which the Contracting Parties notify each other of the completion of the constitutional formalities relating to the conclusion and entry into force of international agreements.

DONE at Vilnius, on 18 November 1993, in duplicate, in the Lithuanian and Russian languages, both texts being equally authentic.

For the Government
of the Republic of Lithuania:

JONAS BIRŽIŠKIS

For the Government
of the Russian Federation:

VITALIJ YEFIMOV

ANNEX TO THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION

1. The airline designated by the Government of the Republic of Lithuania shall be entitled to operate agreed services over the following routes on a regular basis:

<i>Point of departure</i>	<i>Intermediate points</i>	<i>Destination</i>	<i>Destinations outside the Russian Federation</i>
Points in the Republic of Lithuania	Points in third countries	Moscow, St. Petersburg; other destinations in the Russian Federation open to international flights will be agreed in addition	Destinations in Africa, Europe and Asia*

* Flights on the Trans-Siberian route may be operated under the provisions of a special agreement.

2. The airline designated by the Government of the Russian Federation shall be entitled to operate agreed services over the following routes on a regular basis:

<i>Point of departure</i>	<i>Intermediate points</i>	<i>Destination</i>	<i>Destinations outside the Republic of Lithuania</i>
Points in the Russian Federation	Points in third countries	Vilnius, Kaunas; other destinations in the Republic of Lithuania open to international flights will be agreed in addition	Destinations in Europe, Africa and America

3. The right of the designated airline of one Contracting Party to convey passengers, goods and mail between points in the territory of the other Contracting Party and points in third countries shall be the subject of a separate agreement between the aeronautical authorities of the Contracting Parties.

4. Charter, special and supplementary flights may be carried out upon prior submission of an application by the designated airline; the application shall be submitted at least 48 hours before the departure of the aircraft, excluding weekends and holidays.

5. The frequency of flights and types of aircraft operated by the designated airlines shall be determined by mutual agreement between the aeronautical authorities of the Contracting Parties.