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AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SIERRA LEONE AND THE GOVERNMENT OF
THE UNION OF SOVIET SOCIALIST REPUBLICS

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The Government of the Republic of SIERRA LEONE
and the Government of the UNION OF SOVIET SOCIALIST REPUBLICS
(hereinafter referred to as the "Contracting Parties"),

being parties to the Convention on International Civil
Aviation opened for signature at Chicago on the
seventh day of December, 1944, and

Desiring to conclude an Agreement, for the purpose of
establishing air services between and beyond their respective
territories,

Have agreed as follows:

*Соглашение о воздушном сообщении
написано 14 августа 5/7.*

A R T I C L E 1

DEFINITIONS

For the purpose of the present Agreement and any Annex attached hereto, unless the context otherwise requires:

- (a) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof which have been adopted by both Contracting Parties;
- (b) the term "aeronautical authorities" means, in the case of the Republic of Sierra Leone the Minister responsible for the Ministry of Transport and Communications, and any person or body authorised to perform any functions at present exercised by the said Minister of similar functions, and in the case of the Union of Soviet Socialist Republics, Ministry of Civil Aviation and any person or body exercised by the said Ministry or similar functions;
- (c) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement;
- (d) the term "territory" means the land areas and the territorial waters adjacent thereto, and the airspace above them, under the sovereignty of the Contracting Parties;
- (e) the term "Air Service" means any scheduled service performed by aircraft for the public transport of passengers, mail or cargo;
- (f) the term "international Air Service" means an air service which passes through the airspace over the territory of more than one State;
- (g) the term "stop for non traffic purpose" means a landing for any purpose other than taking on or discharging passengers, cargo or mail.

- (i) the term "stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight, including commissary supplies;
- (j) the term "spare parts" means ~~menas~~ Article of a repair or replacement nature for incorporation in an aircraft, including engines and propellers.

A R T I C L E 2

RIGHTS OF DESIGNATED AIRLINES

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in Annex I to the present Agreement (hereinafter respectively referred to as the "agreed services" and "specified routes").

2. The airline designated by Each Contracting Party shall enjoy while operating an agreed service on a specified route the following rights:
 - (a) to make stops in the territory of the other Contracting Party for non-traffic purposes at the points set out in Annex I to the present Agreement; this does not exclude the use of alternate aerodromes;

 - (b) while operating an agreed service on a specified route to make stops in the territory of the other Contracting Party, on the points specified for that route in Annex I to the present Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for the territory of the other Contracting Party or of a third Country.

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

A R T I C L E 3

DESIGNATION AND AUTHORIZATION OF AIRLINES
AND REVOCATION OF RIGHTS

1. Each Contracting Party shall have the right to designate in writing, through the Aeronautical Authorities, to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.
2. On receipt of the designation the other Contracting Party, through its Aeronautical Authorities, and subject to the provisions of paragraph 3 and 4 of this Article, shall grant without delay to the airline designated the appropriate operating authorization.
3. The Aeronautical Authorities of one Contracting Party may request the designated airline of the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations which they normally apply to the activity of air carriers and to the operation of international commercial air services.
4. Each Contracting Party shall have the right to refuse to accept the designation of an airline or to withhold or revoke the granting to an airline of the rights specified in paragraph 2 of Article 2 of the present Agreement, or to impose such appropriate conditions as it may deem necessary on the exercise by an airline of those rights, in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party, or in nationals of the Contracting Party designating the airline.
5. When an airline has been so designated and granted operating authorisation, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 6 of the present Agreement is in force in respect of that service.
6. Each Contracting Party shall have the right to suspend the exercise by an airline of the rights specified in paragraph 2 of Article 2 of the present Agreement, or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise fails to operate in accordance with the conditions prescribed by or under the present Agreement provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

A R T I C L E 4

EQUAL OPPORTUNITIES FOR ~~FAIR~~ ^{cooperation} COMPETITION

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

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

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

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) traffic requirements of the area through which the airlines pass, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

A R T I C L E 5

EXEMPTION FROM CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall, subject to the laws and regulations of the Contracting Parties, be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. There shall also, subject to the said laws and regulations be exempt from the same duties, fees and charges -
 - (a) aircraft stores taken on board in the territory of a Contracting Party, within reasonable limits and for use on board outbound aircraft engaged in an international airservice of the other Contracting Party;
 - (b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;
 - (c) fuel and lubricants destined to supply outbound aircraft operated on international air services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Materials exempted under paragraph 2 of this Article may be required to be kept under Customs supervision or control.

4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. Where they are so unloaded they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

ARTICLE 6

TARIFFS

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 paid to all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines.
2. The tariffs referred to in paragraph 1 of this Article, together with the rates of agency commission applicable, shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route.
3. The tariffs so agreed shall be submitted for the approval of the Aeronautical Authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction. In special cases, this time limit may be reduced, subject to the agreement of the said Authorities.
4. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph 2 of this Article, or if during the first fifteen (15) days of the thirty (30) days' period referred to in paragraph 3 of this Article one Aeronautical Authority gives the other Aeronautical Authority notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph 2 of this Article, the Aeronautical Authorities shall try to determine the tariff by agreement between themselves.
5. If the Aeronautical Authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of Article 20 of the present Agreement.
6. Subject to the provisions of paragraph 5 of this Article, no tariff shall come into force if the Aeronautical Authorities of either Contracting Party have not approved it.
7. 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 7

APPLICATION OF LAWS & REGULATIONS

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline designated by the other Contracting Party and shall be complied with by such aircraft upon entry into, or departure from, and while within the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to, or departure from, its territory of passengers, crew or cargo of aircraft including regulations relating to entry, clearance, passports, customs and quarantine, shall be complied with upon entry into, departure from and while within the territory of that Contracting Party.

3. A simplified procedure of entry, re-entry and transit shall be applied in relation to aircraft crew members of the designated airlines. Such procedure of entry, re-entry and transit shall be agreed upon through diplomatic channels.

A R T I C L E 8

exchange
~~STATEMENT~~ OF STATISTICS

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

ARTICLE 9

свободы (уполном) перевоза валюты

EXCHANGE CONTROL PROVISIONS

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer at the official rate of exchange in any of the freely convertible currencies, of the excess of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, mail and cargo. Such transfer shall be effected in accordance with the exchange control regulations in force at the time when transfer is requested.

2. In the case of conflict between the provisions of paragraph 1 of this Article and the provisions of any special agreement governing the foreign currency system between the Contracting Parties, the latter shall prevail.

A R T I C L E 10

SAFETY OF FLIGHTS

1. For the purpose of ensuring safety of flights on ~~agreed services~~ each Contracting Party shall according to international practices make available to the aircraft of the other ~~Contracting Party~~ **all necessary** radio, lighting, meteorological and other facilities required for the operation of flights and shall convey to the other 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.

2. Matters pertaining to the safety of flights and to the responsibility of the Contracting Parties in relation to the operation of the flights which shall be ~~within~~ the competence of the ~~Aeronautical~~ ~~Authorities~~ of the Contracting Parties are set out in Annex 2 to this Agreement.

3. The flight routes of aircraft on the ~~agreed services~~ and the points for crossing national boundaries shall be established by each of the Contracting Parties within its territory.

ARTICLE 11

TRANSIT CONTROL

Passengers, baggage and cargo in direct transit across the territory of one Contracting Party 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 custom duties and other similar taxes.

ARTICLE 12

REGISTRATION AND CARRIAGE OF DOCUMENTS

1. Aircraft of the airline designated by one Contracting Party during flights over the territory of the other Contracting Party shall have its national wing and registration marks, certificates of registration, certificates of airworthiness and other aircraft documents established by the Aeronautical Authorities of Contracting Parties 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 recognized as valid by one Contracting Party shall be recognized as valid within the territory of the other Contracting Party.

A R T I C L E 13

ACCIDENT INVESTIGATION PROCEDURE

1. In case of a forced landing or accident of an aircraft of one Contracting Party within the territory of the other Contracting Party, the Contracting Party in whose territory the accident takes place shall immediately notify the other Contracting Party thereof; take necessary measures for the investigation of the causes of the accident, take immediate steps to assist the crew and the passengers if they are injured in the accident and provide for the safety of the aircraft and mail, baggage and cargo on board.

2. The Contracting Party conducting the investigation of the accident shall inform the other Contracting Party of the results of the investigation and the 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 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 other Contracting Party.

A R T I C L E 14

REPRESENTATION

Subject to the appropriate regulations in force in the Contracting States. The designated airline shall:

1. For the coordination of commercial and technical matters concerning the operation of the agreed services, the designated airline of each Contracting Party^{shall} be entitled to establish and maintain any agency with their representation in the territory of the other Contracting Party and to maintain there the personnel necessary for operating the agreed services on the specified routes;
2. The representatives mentioned in ^{Paragraph} ~~Section~~ 1 of this Article and their assistants shall be citizens of ~~the~~ **THE** Contracting Parties;
3. The above mentioned personnel shall be subject to the laws and regulations in force in the territory of each Contracting Party.

ARTICLE 15

CONSULTATIONS

1. In the spirit of close co-operation, the Aeronautical Authorities of both Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annexes, and shall also consult when necessary to provide for their modification thereof.

2. Either Contracting Party may request consultation, which may be through discussion or by correspondence, and shall begin such consultation within a period of sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period.

A R T I C L E 16

AMENDMENT TO AGREEMENT

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, including the Annexes thereto, such modification, if agreed between the Contracting Parties, and if necessary after consultation in accordance with Article 15 of the present Agreement, shall come into effect when confirmed by an Exchange of Notes through diplomatic channels.

A R T I C L E 17

EFFECT OF OTHER MULTILATERAL AGREEMENT ON PRESENT AGREEMENT

In the event of the conclusion of any general multi-lateral Convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such Conventions.

A R T I C L E 18

TERMINATION OF AGREEMENT

1. The present Agreement shall be concluded for an indefinite period of time.
2. Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. If such notice is given, the present Agreement shall terminate twelve 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. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.

A R T I C L E 19

REGISTRATION OF AGREEMENT WITH
INTERNATIONAL CIVIL AVIATION ORGANISATION

The present Agreement and any amendments to **it**, including any Exchange of Notes, shall be registered by either Contracting Party with the International Civil Aviation Organisation (ICAO).

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A R T I C L E 20

SETTLEMENT OF DISPUTES

1. Any Dispute relating to the interpretation or application of the present Agreement including the Annex shall be referred to the Aviation Authorities of the Contracting Parties for settlement.
2. If the Aviation Authorities of the Contracting Parties fail to settle the dispute, then the Contracting Parties shall endeavour to settle it between themselves.
3. If the Contracting Parties also fail to settle the dispute, the dispute shall be submitted for the consideration of experts to be appointed with the mutual consent of the Contracting Parties.
4. If the Contracting Parties fail to reach an agreement on the appointment of experts within three months from the date of the official notification about the dispute by one of the Contracting Parties, or if the experts fail to settle the dispute, or if the Contracting Parties fail to implement the recommendations of the experts within the stipulated time, then anyone of the Contracting Parties can limit, suspend, or abrogate the rights affected by the dispute.

A R T I C L E 21

ENTRY INTO FORCE

1. This Agreement and its Annexes shall be provisionally applicable from the date of signature.
2. This Agreement shall enter into force definitively on the day of the Exchange of Notes through diplomatic channels confirming that it had been approved in accordance with the constitutional procedures of the Contracting Parties.
3. If Notes are not exchanged within twelve (12) months from the date of signature, either Contracting Party may terminate the provisional application of this Agreement by giving twelve (12) months' notice in writing to the other Contracting Party.

In WITNESS ^{whereof} ~~thereof~~ the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE at ^{Moscow} ~~Freetown~~ the _____ day of _____
in duplicate in the ^{Russian} ~~English~~ and the ^{English} ~~Russian~~ languages, both texts being equally authentic.

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FOR THE GOVERNMENT OF THE
REPUBLIC OF SIERRA LEONE

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS

