

AIR SERVICES AGREEMENT BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF LIBERIA
AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS

The Government of the Republic of Liberia and the Government of the Union of Soviet Socialist Republics, hereinafter referred to as the Contracting Parties, being parties of the Convention on International Civil Aviation and, desiring to enter into an Agreement for the operation of Air Services between their respective territories, have agreed as follows:-

ARTICLE I

For the purpose of the present Agreement, unless the context otherwise requires:-

- (1) The term "aeronautical authorities" means, in the case of the Republic of Liberia, the Minister of Commerce, Industry & Transportation, and in the case of the Union of Soviet Socialist Republics, the Ministry of Civil Aviation, or in both cases any person or agency authorized to perform the functions presently exercised by the said authorities.
- (2) The term "the Convention" means the Convention of 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 so far as those Annexes and amendments have become effective for or have been ratified by both Contracting Parties.
- (3) The term "Air Service" means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.
- (4) The term "international air service" means an air service which passes through the airspace over the territory of more than one State.
- (5) The term "Airline" means any air transport enterprise offering or operating an international air service.
- (6) The term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, cargo or mail.
- (7) The term "capacity" in relation to an aircraft means the load of that aircraft available on a route or section of a route; and the term "capacity" in relation to a specified air service means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period a route or section of a route.

(8) The term "designated airline" means an airline which one Contracting Party shall have designated in writing to the other Contracting Party, in accordance with Article III of this Agreement.

(9) The term "territory" means in relation to a Contracting Party the land areas, territorial waters adjacent thereto, internal waters, and airspace above them under the sovereignty of that Contracting Party.

ARTICLE II

All references to the "Agreement" shall include the Route Schedule.

ARTICLE III

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating by virtue of the present Agreement air services on the route specified in the appropriate section of the Route Schedule to the present Agreement (hereinafter referred to as "the agreed services" and "the specified routes"). On receipt of the designation of an airline, that other Contracting Party shall, subject to the provision of paragraph 2 of this Article and of Article X of the present Agreement, without delay, grant to that airline the appropriate operating authorization.

(2) Before granting the authorization referred to in paragraph (1) of this Article, the aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the present Agreement and the conditions prescribed under the laws and regulations which they normally apply in respect to the operation of international airline services.

(3) At any time after the provisions of paragraph (1) of this Article have been complied with, an airline as designated and authorized may begin to operate the agreed services.

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

(5) Aircraft of the airline designated by one Contracting Party during flights over the territory of the other Contracting Party shall have its national wings and registration marks, certificate of registration; certificates of airworthiness, certificates of competency, crew qualification and licenses issued or rendered valid by one Contracting Party and still in force in accordance with the Convention, shall be recognized as valid by the other

Contracting Party for the purpose of operating the route and services specified in the Route Schedule. Each Contracting Party reserves the right, however, to refuse to recognize, for the flight over its own territory, certificates of competency and licenses granted to its own national(s) by the other Contracting Party.

(6) The laws, rules, regulations and instructions of one Contracting Party, especially those relating to the entry or departure from its territory of passengers, crew, cargo or aircraft engaged in international air navigation (such as regulations relating to entry, exit, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew, cargo and aircraft of the designated airline of the other Contracting Party, while within the territory of the former Contracting Party.

ARTICLE IV

(1) There shall be fair and equal opportunity for the designated 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 designated 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 provides on the whole or part of the same routes.

(3) The agreed services provided by the designated airline of both 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 provisions, at a reasonable load factor, of capacity adequate to the current and reasonably expected requirements for the carriage of passengers, cargo and mail coming from or destined for the territory of the other Contracting Party designating the airline. The right of the designated airline of each Contracting Party, while operating the said services, to take up or set down, at the points described in the Route Schedule and situated in the territory of the other Contracting Party, international traffic destined for or coming from third countries shall be exercised in conformity with the general principles of orderly development to which the Contracting Parties subscribe and subject to the condition that capacity should be related:-

- a) to the requirements of traffic destined for or coming from the territory of the Contracting Party which has designated the airline;
- b) to the traffic requirements of the area through which the airline passes, local and regional services being taken into account; and

- c) to the requirements of through airline operation.

ARTICLE V

(1) For the purpose of operating international air services by the designated airline, each Contracting Party grants to the other Contracting Party the following rights:-

- a) to make stops in the said territory for non-traffic purposes; and
- b) to embark and disembark at the point in the said territory named in the Route Schedule international traffic in passengers, mail and cargo.

(2) The routes over which the designated airline of the Contracting Parties will be authorized to operate international air services shall be specified in a Route Schedule.

ARTICLE VI

(1) The designated airline of one Contracting Party shall communicate to the aeronautical authorities of the other Contracting Party not later than thirty days prior to the inauguration of air services on the routes specified in accordance with paragraph (2) of Article V of the present Agreement the type of service, the type of aircraft to be used, and the flight schedule. This shall likewise apply to later changes.

(2) The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistical data of the designated airline as may be reasonably required for the purpose of reviewing the capacity provided by the designated airline of the first Contracting Party on the route specified in accordance with paragraph (2) of Article V of the present Agreement. Such data shall include all information required to determine the amount of traffic carried and the origins and destinations of such traffic.

ARTICLE VII

(1) In fixing fares and rates to be charged for passenger and freight on the routes specified in accordance with paragraph (2) of Article V of the present Agreement, account shall be taken of all factors, such as cost of operation, reasonable profit, the characteristics of the various routes and the rates charged by any other airline which operates over the same routes or part thereof. In fixing such fares and rates, the provisions of the following paragraphs should be observed.

(2) The fares and rates shall be agreed in respect of each of the specified route between the designated airlines concerned in consultation with the other airlines operating over the whole or part of that route.

(3) Any fare and rate so agreed upon shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least thirty days prior to the proposed date of their introduction. This period may be reduced in special cases if the aeronautical authorities so agree.

(4) If no agreement has been reached between the designated airlines in accordance with paragraph (2) above, or if one of the Contracting Parties does not consent to the fares and rates submitted for its approval in accordance with paragraph (3) above, the aeronautical authorities of the two Contracting Parties should by common accord fix those fares and rates for routes or parts thereof on which there is disagreement or lack of consent.

(5) Each airline designated by either Contracting Party may establish and maintain its Agency and employ its personnel for its business transaction at the airport and city of the territory of the other Contracting Party.

ARTICLE VIII

All payments between the two designated airlines shall be effected in freely convertible currency in accordance with the foreign exchange control in force in their country.

ARTICLE IX

(1) Aircraft operated by the designated airline of either Contracting Party and entering, departing from, or flying across the territory of the other Contracting Party, as well as fuel, lubricants, spare parts, regular equipment and aircraft stores on board such aircraft, shall be exempt from customs duties and other charges levied on the occasion of importation, exportation or transit of goods. This shall also apply to goods on board the aircraft consumed during the flight across the territory of the latter Contracting Party.

(2) Fuel, lubricants, aircraft stores, spare parts and regular equipment, temporarily brought into the territory of either Contracting Party, there to be immediately or after storage installed in or otherwise taken on board the aircraft of the designated airline of the other Contracting Party, or to be otherwise exported again from the territory of the former Contracting Party, shall be exempt from the customs duties and other charges mentioned in paragraph (1) of this Article.

(3) Fuel and lubricants taken on board the aircraft of the designated airline of either Contracting Party in the territory of the other Contracting Party and used in international air services, shall be exempt from the customs duties and other charges mentioned in paragraph (1) of this Article, as well as from any other special consumption charges.

(4) No duties or other charges shall be imposed on goods mentioned in paragraph (1) to (3) of this Article and there shall be no economic prohibitions or restrictions on these goods.

(5) The goods so exempted shall not be unloaded except with the approval of the customs authorities of the other Contracting Party, and if unloaded, shall be kept under customs supervision until required for use of the aircraft of the designated airline or re-exportation.

ARTICLE X

Each Contracting Party shall have the right after consultation with the other Contracting Party to refuse to accept the designation of an airline, to withhold, revoke, or impose appropriate conditions as it may deem necessary with respect to an operating permission, in case it is not satisfied that substantial ownership and effective control of the airline is vested in the other Contracting Party, or its nationals or in the case of failure by the designated airline of the other Contracting Party to comply with the laws and regulations of former Contracting Party.

ARTICLE XI

(1) Each Contracting Party undertakes to offer assistance in its territory to a distressed aircraft of the other Contracting Party, used for the exploitation of agreed services; said assistance shall be in the same manner as though it were concerning its own aircraft operating similar international service.

(2) In case an accident occurs to such an aircraft causing death or injury to person(s) or serious damage to aircraft or property the Contracting Party in whose territory the accident occurs shall investigate into the circumstances of the accident. The Contracting Party to whom the aircraft is related shall be authorized to send observers who shall assist in the investigation. A report of the findings is to be communicated to the other Contracting Party by the Party conducting the investigation.

ARTICLE XII

(1) There shall be discussions and exchange of views whenever necessary, between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfillment of the

(2) Either Contracting Party may, at any time, request consultation with the other Party if the former Party considers it desirable to modify or amend any provision of the present Agreement or its Route Schedule. Such consultations shall begin within sixty days from the date of the request. Modifications agreed upon between the Contracting Parties as a result of such consultations shall come into effect:

- a) in respect of provisions of the Agreement when the Contracting Parties confirm by an Exchange of Notes through the diplomatic channel that the respective constitutional procedures required to give effect to such modifications have been carried out; and
- b) in respect of the provisions of the Route Schedule when confirmed by letters between aeronautical authorities of the Contracting Parties.

ARTICLE XIII

Any dispute relating to the interpretation of application of this Agreement or Route Schedule thereto shall be settled by direct negotiations between the aeronautical authorities of the Contracting Parties. If the said aeronautical authorities fail to reach an agreement the dispute shall be settled through diplomatic channels.

ARTICLE XIV

The present Agreement, any amendments to it shall be communicated to the International Civil Aviation Organization for registration.

ARTICLE XV


Either Contracting Party may, at any time, give notice in writing to the other Party of its desire to terminate this Agreement. Such notices shall be simultaneously communicated to the other Contracting Party and the International Civil Aviation Organization. This Agreement shall then terminate one year after the date of receipt of the notice by the other Party, unless the notice is withdrawn by Agreement before the expiration of this period.

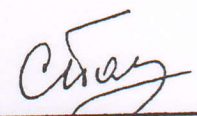
ARTICLE XVI

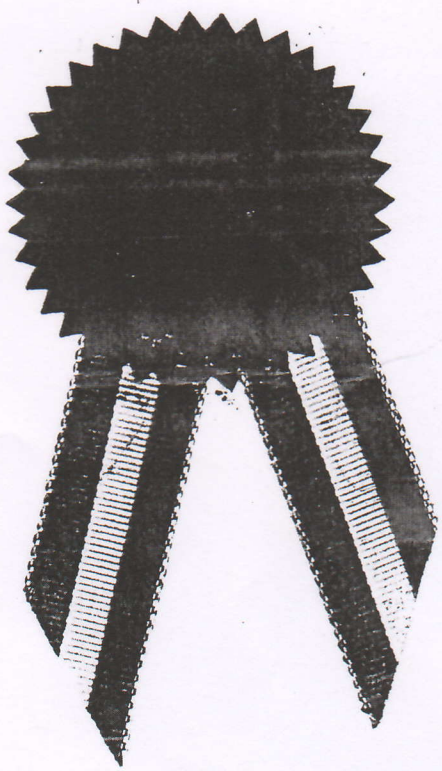
The present Agreement shall enter into force provisionally from the date of its signing and finally on the date of the Exchange of Notes confirming that the Contracting Parties have complied with their respective Constitutional Procedures.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, being duly authorized by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE THIS 24th DAY OF October,
A.D. 1980 IN ENGLISH AND RUSSIAN
LANGUAGES BOTH TEXTS BEING EQUALLY
AUTHENTIC.


FOR THE GOVERNMENT OF THE
REPUBLIC OF LIBERIA


FOR THE GOVERNMENT OF THE
UNION OF SOVIET SOLIALIST
REPUBLICS



R O U T E S C H E D U L E

Part I

ROUTE TO BE OPERATED BY THE DESIGNATED AIRLINE OF THE
REPUBLIC OF LIBERIA:

MONROVIA -- ONE POINT IN AFRICA (DAKAR OR TRIPOLI);
ONE POINT IN EUROPE (ROME OR ATHENS) - - MOSCOW;
ONE POINT BEYOND IN EUROPE (STOCKHOLM OR HELSINKI).

Part II

ROUTE TO BE OPERATED BY THE DESIGNATED AIRLINE OF THE UNION
OF THE SOVIET SOCIALIST REPUBLICS:

MOSCOW -- ONE POINT IN EUROPE -- (UNSPECIFIED);
ONE POINT IN AFRICA (TRIPOLI OR BAMAKO) -- MONROVIA;
ONE POINT BEYOND IN AFRICA (ACCRA OR LAGOS).