

RECORD OF DISCUSSIONS BETWEEN THE CIVIL AVIATION AUTHORITIES OF THE REPUBLIC OF SEYCHELLES AND THE RUSSIAN FEDERATION

1. Delegations representing the Civil Aviation Authorities of the Republic of Seychelles ("Seychelles") and the Russian Federation, met in Riyadh, Saudi Arabia on the 4th of December 2023 to discuss air transport relations. The list of the Delegations is attached as **Annex 1**.
2. Discussions were held in a cordial and friendly atmosphere. The following understandings were reached:

a. AIR SERVICES ARRANGEMENT

- The Russian delegation informed that they would like to move forward with the conclusion of the Air Services Agreement.
- The Russian delegation indicated that there have been significant changes in their legislation and the importance to update the 2015 Agreement accordingly.
- The Seychelles delegation agreed to continue discussions using the 2015 Agreement (**Annex 2**) as the basis.

b. IMPLEMENTATION OF THE AIR SERVICE AGREEMENT

- The Russian delegation proposed an amendment to the traffic rights requirement currently limited to seven (7) flights per week.
- The Russian delegation proposed to cancel the limitations on points of origin and destination allowing airlines of both countries to access all points in Russia and Seychelles.
- The Russian delegation informed of the request for 5th Freedom traffic rights to Mauritius.
- The Seychelles delegation informed of the ongoing constraints faced by the national carrier and the economic reform programme following the pandemic, to ensure sustainable growth of the aviation sector.
- Both delegations agreed to that the 5th freedom arrangement to be considered as part of a commercial cooperation arrangement between the airlines.
- It was noted that such an arrangement will aim at increasing operation and boost passenger traffic into Seychelles.

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c. COOPERATION BETWEEN THE TOURISM AUTHORITIES

- In an endeavour to increase Russian visitors and promote Seychelles as a destination, both delegations agreed to address the tourism authorities to discuss possible cooperation opportunities.
3. Both delegations agreed to continue with robust interaction to ensure that the two countries continue to build on the excellent bilateral relations.

Done in Riyadh, Saudi Arabia on 4th December 2023



Mr. Alan Renaud
For the Civil Aviation Authorities
of the Republic of Seychelles



Mr. Dmitry Shiyan
For the Civil Aviation Authorities
of the Russian Federation

Annex 1

DELEGATION OF THE REPUBLIC OF SEYCHELLES

Head of Delegation

Mr. Alan Renaud **Principal Secretary – Civil Aviation, Ports and Marine**
Ministry of Transport

Delegates

Mr. Garry Albert **Chief Executive Officer**
Seychelles Civil Aviation Authority

Ms. Florence Marengo **General Manager- Commercial**
Seychelles Civil Aviation Authority

Mr. Bertrand Lozé **Director Policy and Strategy**
Ministry of Transport

Ms. Nathanielle Soomery **Policy Analyst**
Ministry of Transport

Mr. Kurtis Lespoir **Air Transport Manager**
Seychelles Civil Aviation Authority



DELEGATION OF THE RUSSIAN FEDERATION

HEAD OF DELEGATION

Mr. Dmitry Shiyan

Deputy Director
International Cooperation Department
Ministry of Transport of the Russian
Federation

DELEGATES

Mr. Vladimir Poteskin

Deputy Head
Federal Air Transport Agency

Mr. Dmitriy Golubnichiy

Deputy Chief – Traffic Control Division,
Department of State Policy in Civil
Aviation
Ministry of Transport of the Russian
Federation

Ms. Galina Kirichenko

Advisor to the Representative of
The Russian Federation to ICAO



**ANNEX 2- PROTOCOL BETWEEN THE AERONAUTICAL AUTHORITIES OF THE RUSSIAN
FEDERATION AND THE REPUBLIC OF SEYCHELLES**



**PROTOCOL BETWEEN
THE AERONAUTICAL AUTHORITIES OF
THE RUSSIAN FEDERATION
AND
THE REPUBLIC OF SEYCHELLES**

Delegations representing the Aeronautical Authorities of the Russian Federation and the Republic of Seychelles met in Antalya on 19th October 2015 to agree on a new air services agreement between their countries.

Discussions were held in a friendly and constructive atmosphere. Lists of the two delegations are attached as Annex 1.

The following understandings were reached:

1. AIR SERVICES AGREEMENT

The two delegations concluded the text of a new Air Services Agreement ("the Agreement") which is attached as Annex 2 and initialled it ad referendum. Pending the signature and entry into force of the Agreement, the two delegations agreed that the provisions of the Agreement under the Aeronautical Authorities shall be temporarily applied for the operations of the national carriers with effect from the date of the signature of this Protocol.

2. AUTHORISATION OF AIRLINES

The delegation of Seychelles authorise Air Seychelles. Additional Seychelles airline(s) may be designated in due course by the Aeronautical Authority of the Seychelles.

The delegation of Russian Federation informed that the Aeronautical Authority of the Russian Federation will inform about Russian airline companies in due course.

3. FREQUENCY

The authorised companies of each side will be permitted to operate services on the route Moscow and Victoria vice versa with frequency up to seven (7) flights per week in both directions with utilisation of any type of subsonic aircraft.

4. CHARTER SERVICES

Charter services shall be operated in accordance with national legislations of both sides.



5. ENTRY INTO FORCE

This Protocol comes into effect on the day of its signature.

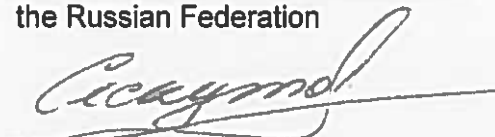
Signed on 19th October 2015 in Antalya, Republic of Turkey

For the Aeronautical Authorities of
the Republic of Seychelles



Mr. Gilbert Faure

For the Aeronautical Authorities of
the Russian Federation



Mr. Sergey A. Seskutov

List of Delegations

1. Delegation of the Russian Federation

Mr Sergey A. Seskutov
Deputy Director
Department of the State Policy in Civil Aviation
Ministry of Transport of the Russian Federation
Head of Delegation

Ms Victoria A. Kuzovleva
Legal Expert
Department of the State Policy in Civil Aviation
Ministry of Transport of the Russian Federation

2. Delegation of the Republic of Seychelles

Mr Gilbert Faure
Chief Executive Officer (CEO)
Seychelles Civil Aviation Authority (SCAA)
Head of Delegation

Mr Alan Renaud
General Manager Aeropolitical & Public Affairs
Air Seychelles

Ms Florence Marengo
Head of Air Transport
Seychelles Civil Aviation Authority

Ms Thelma Dubignon
Air Transport Assistant
Seychelles Civil Aviation Authority



**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE RUSSIAN FEDERATION AND
THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES**

The Government of the Russian Federation and the Government of the Republic of Seychelles (hereinafter referred as the Parties);

Taking into consideration the fact that the Russian Federation and the Republic of Seychelles are the Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Desiring to contribute to the progress of international civil aviation;

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

Have agreed as follows:

**ARTICLE 1
DEFINITIONS**

Terms to be used in the present Agreement have the following meanings:

a) "Aeronautical Authorities" means,

in the case of the Russian Federation – the Ministry of Transport of the Russian Federation;

in the case of the Republic of Seychelles – the Ministry of Foreign Affairs and Transport; or

in both cases any other authority or person authorized to perform the functions exercised by the said authorities;

b) "Agreement" means this Agreement, any annex to it, and any amendments thereto;

c) "capacity" in relation to:

"an aircraft" means the payload of the aircraft available on the route or section of a route that an airline operate in a period;

"a specified air service" means the number of frequencies of the flights, operated by such an aircraft over a given period and route or section of route;

d) "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, insofar as such Annexes and amendments have become effective for both Parties;

e) "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;

f) "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary service, but excluding remuneration and conditions for the carriage of mail.

g) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

h) "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and

i) "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention.

ARTICLE 2 GRANTING OF RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international agreed services on the routes specified in the Schedule of the routes annexed to the present Agreement (hereinafter referred to as "the agreed services" and "the specified routes" respectively).

2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:

a) to fly without landing across the territory of the other Party;

b) to make stops in the territory of the other Party for non-traffic purposes;

c) to make stops in the point(s) on the route(s) specified in the Route Schedule agreed upon by the Aeronautical Authorities of both Parties for the purpose of taking on board and/or discharging international traffic of passengers, baggage, cargo or mail separately or in combination.

3. The airlines of each Party, other than those designated under Article 3 of this Agreement shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.

4. Nothing in paragraphs 1 and 2 of this Article shall be deemed to confer on the designated airline(s) of one Party the right of taking on board, in the territory of the other Party, passengers, baggage, cargo and mail for remuneration or hire and destined for another point in the territory of the other Party.

ARTICLE 3 DESIGNATION AND AUTHORIZATION

1. Each Party shall have the right to designate in writing to the other Party an airline or airlines for the purpose of operating the agreed services, and to withdraw or alter such designation through diplomatic channels.

2. On receipt of such a designation each Party shall grant the appropriate operating authorization (hereinafter referred to as "authorization") with minimum procedural delay, provided that:

a) the designated airline is established in the territory of the designating Party and the substantial ownership is vested in the Party designating the airline or in its State nationals;

b) effective regulatory control of the designated airline is exercised and maintained by the Party designating the airline.

3. The Aeronautical Authorities of one Party, before granting the appropriate operating authorization, may require evidence that the designated airline of the other



Party is able to fulfill conditions prescribed under the laws and regulations normally applied to the operation of the agreed services by the Aeronautical Authorities of first Party in accordance with the Convention.

4. On receipt of the operating authorization of paragraph 2 of this Article, the designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4 WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. Each Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently in the event:

a) they are not satisfied that the designated airline is established in the territory of the Party designating the airline or the substantial ownership is correspond to the designated Party or its State nationals; or

b) that effective regulatory control of the designated airline is not exercised and maintained by the Party designating the airline; or

c) of failure by that airline to comply with the legislation of the State of the Party granting the authorization; or

d) the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of the present Article is essential to prevent further infringements of laws and regulations, or of the provisions of this Agreement, such rights shall be exercised only after consultation with the other Party. Such consultations shall take place prior to the expiry of thirty (30) days following the request by one Party, unless both Parties otherwise agree.

ARTICLE 5 APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations in force of the State of a Party relating to the admission, to sojourn in, or departure from its territory of an aircraft engaged in international air services, or to the operation and flight across that territory shall also be applied to the aircraft of the designated airline of the other Party.

2. The laws and regulations of the State of one Party relating to the admission, sojourn in, or departure from its territory of passengers, crew, baggage, cargo and mail, such as regulations relating to entry, clearance, immigration, emigration, customs, police, currency and sanitary measures, will be applied to passengers, crew, baggage, cargo and mail transported on board the aircraft of the designated airline of the other Party upon entry into and departure from and while within the said territory.

3. Neither Party shall give preference to its own or any other airline over an airline of the State of the other Party engaged in similar international air

transportation in the application of its immigration, customs, quarantine and similar regulations.

4. Passengers, baggage and cargo in direct transit across the territory of the State of one Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against acts of violence and air piracy, as well as transportation of narcotics and psychotropic substance, be subject to no more than a simplified control.

ARTICLE 6 RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are at least equal to the minimum standards which may be established pursuant to the Convention.

2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, the other Party may request consultations between the aeronautical authorities in accordance with the Article 17 of this Agreement with a view to clarifying the practice in question.

3. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party or by a third State.

ARTICLE 7 SAFETY

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities and services, flight crew, aircraft and the operational of activity. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the minimum standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the minimum standards. The other Party shall then take appropriate corrective action within an agreed time period.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may, while within the territory of the other Party, may be made the subject of an examination by the authorized representatives of the other



Party (hereinafter referred to as "ramp inspection"), provided this does not cause unreasonable delay in the operation of the aircraft.

Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this inspection is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

If any such ramp inspection or series of ramp inspections gives rise to serious concerns that an aircraft or the operation of activity does not comply with the minimum standards established at that time pursuant to the Convention, or serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention, the Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to the minimum standards established pursuant to the Convention.

In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of a Party in accordance with this paragraph is denied by the representative of that airline, the other Party shall be free to apply the arrangements in accordance with paragraph 4 of this Article.

4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.

5. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2, if it is determined that one Party remains in non-compliance with International Civil Aviation Organization standards when the agreed time period has elapsed, the Secretary General of International Civil Aviation Organization should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 8 AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of




Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

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

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by International Civil Aviation Organization and designated as Annexes to the Convention. The Parties shall require that operators of aircraft of their registry or operators of aircraft who are established in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes to the Convention. Either Party may request immediate consultations with the other Party at any time to discuss any such differences. Such consultations shall take place within thirty (30) days of that request.

4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Party for entry into, departure from, or while within, the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat in such case, those measures will have to be agreed by the Parties in each case.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Party shall have the right, within sixty (60) days following notice, for its Aeronautical Authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities of both Parties and implemented without delay so as to ensure that assessments will be conducted expeditiously. All assessments shall be covered by a specific agreement.

7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall take place within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may, before



the expiration of the said period of fifteen (15) days, take the measures referred to in this paragraph.

ARTICLE 9 USER CHARGES

1. Fees and other charges for the use of airport including its installations, technical and other facilities and services as well as any charges for the use of air navigation facilities, communication facilities and services shall be collected in accordance with the rates and tariffs established by each Party on the territory of its State.

2. In accordance with Article 15 of the Convention, any charges that may be imposed or permitted to be imposed by a Party for the use of such airports and air navigation facilities by the aircraft of any other Party shall not be higher:

a) as to aircraft not engaged in scheduled international air services, than those that would be paid by national aircraft of the same class engaged in similar operations, and

b) as to aircraft engaged in scheduled international air services, than those that would be paid by its national aircraft engaged in similar international air services.

ARTICLE 10 EXEMPTION FROM CUSTOMS DUTIES

1. Each Party shall, on the basis of reciprocity and in accordance with its own legislation, exempts a designated airline of the other Party from customs duties, inspection fees and other duties and charges, with the exception of the charges specified in paragraph 5 of this Article, for regular equipment, supplies of fuel and lubricants and the aircraft stores (including food, beverages and tobacco) intended for or used solely in connection with the operation and maintenance of aircraft of the designated airline operating the agreed services of such other Party.

2. The exemptions provided in accordance with paragraph 1 of this Article shall also apply to:

a) aircraft stores taken on board in the territory of the State of either Party, within limits fixed by the authorities of the said Party, and for use on board the aircraft engaged on a specified route of the other Party;

b) spare parts including engines, entered into the territory of either Party for the maintenance or repair of aircraft used on a specified route by the designated airline of the other Party;

c) fuel and lubricants destined to supply aircraft operated on a specified route by the designated airline of the other Party, even when these supplies are to be used on the part of the route performed over the territory of the State of the Party in which they are taken on board.

3. The regular aircraft equipment, the materials, supplies and spare parts, including engines, retained on board the aircraft operated by the designated airlines of one Party on the agreed services, may be unloaded in the territory of the State of the other Party only with the approval of the customs authorities of that Party. In such

case they shall be placed under the customs control of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations of the state of that Party.

4. Baggage and cargo shall, up to such time that they are on direct transit, be exempted from customs duties and taxes.

5. Charges corresponding to the services performed for storage and customs clearance will be charged in accordance with the national legislation of the States of the Parties.

ARTICLE 11 CAPACITY

1. Each Party shall allow each designated airline of its Party to determine the frequency and capacity to be operated on the international air services.

2. Neither Party shall unilaterally limit the frequency, or regularity of services, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, environmental reasons.

ARTICLE 12 TARIFFS

1. Tariffs charged for air services operated under this Agreement may be freely established by the airlines.

2. The Aeronautical Authorities of one Party may require tariffs of the designated airlines of the other Party for an agreed services to be submitted for the approval.

3. The Aeronautical Authorities of the Parties may request consultations to discuss matters such as, but not limited to, tariffs which may be unjust, unreasonable, discriminatory, artificially high or artificially low.

ARTICLE 13 PRINCIPLES GOVERNING OPERATION

1. The Parties shall inform each other about their competition laws and practices or changes thereto, and any particular objectives thereof, which could affect the operation of air transport services under this agreement.

2. The Parties shall notify each other whenever they consider that there may be incompatibility between the application of their competition laws and practices and the matters related to the operation of this Agreement.

4. The designated airlines of the States of both Parties shall be afforded fair and equal opportunity in the operation of the agreed services on the specified routes.

ARTICLE 14
TRANSFER OF EARNINGS

1. Each Party shall on base of reciprocity, grant to the designated airlines of the other Party the right to transfer freely the excess of receipts over expenditure earned by the said airlines in connection with the operation of the international air services.

2. Said transfer shall be made in freely convertible currency according to the official exchange rate valid for the date of transfer and in accordance with the financial legislation of the State of the Party, from which territory the transfer is made.

3. The provisions of the present Article do not affect the issues of taxation that are the subject of another related agreement between the Parties.

ARTICLE 15
AIRLINE COMMERCIAL REPRESENTATION

1. The designated airlines of one Party shall be granted the right of its own sale of transportation using their own transportation documents in the territory of the State of the other Party, in accordance with laws and regulations of that State. Such sale may be executed directly in the representations of the designated airlines or through authorized agents which have an appropriate license to provide such attendance.

2. The designated airline or airlines of one Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Party their offices and representation, with administrative, operational and technical staff as required in connection with the operation of the agreed services in accordance with the laws and regulations of the State of the other Party.

3. These staff requirements may, at the option of the designated airline or airlines of one Party, be satisfied by its own personnel or by using the services of any other organization operating in the territory of the other Party and authorized to perform such services for other airlines.

4. The representation of the designated airlines of one Party shall be operated in accordance with the laws and regulations in force of the other Party, and consistent with such laws and regulations:

a) each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 3 of this Article; and

b) both Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.



**ARTICLE 16
STATISTICS**

The Aeronautical Authority of the State of one Party shall supply to the the Aeronautical Authority of the State of the other Party, at their request, such information relating to the traffic carried on the agreed services operating by their designated airlines to and from territory of the State of the other Party.

**ARTICLE 17
CONSULTATIONS**

1. The Aeronautical Authorities of the Parties shall, at any time, consult each other for purpose of constructive cooperation in all issues concerning the correct implementation, interpretation and modification of this Agreement.

2. Such consultations, which may be through discussion or by correspondence, shall begin within a period of 60 (sixty) days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

**ARTICLE 18
SETTLEMENT OF DISPUTES**

1. Any dispute arising between the Parties relating to the interpretation or application of this Agreement both Parties shall in the first place endeavor to settle it by negotiation between Aeronautical Authorities of both Parties.

2. If the Aeronautical Authorities fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.

3. If the Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Party may in accordance with its relevant legislation refer the dispute to an arbitral tribunal of three arbitrators, two of whom to be nominated by the Parties and one umpire nominated by the two so nominated.

4. In case the dispute is referred to arbitration, each of the Parties shall nominate an arbitrator within a period of 60 days from the date of receipt a notice in respect of reference of the dispute to arbitration and the umpire shall be appointed within a further period of sixty (60) days from the last appointment by the two so nominated.

In case either Party fails to nominate its arbitrator within the specified period, or nominated arbitrators fail to agree on the umpire within the said period, the President of the Council of the International Civil Aviation Organization may be requested by either Party to appoint the arbitrator of failing party or the umpire as the case may require. However, the umpire shall be a national of a State having diplomatic relations with the State of both Parties at the time of the appointment.

5. In the case the President of the Council of International Civil Aviation Organization is a citizen of either Party, the President is prevented from the appointment of the umpire and the appointment shall be made by the Vice-President.

If the Vice-President is also a citizen of either Party, the appointment shall be made by senior member of the Council of International Civil Aviation Organization who is not a citizen of the State of either Party.



6. The arbitral tribunal shall determine its procedure and the place of arbitration.

7. The decisions of the arbitral tribunal shall be binding for the Parties.

8. Each Party shall bear the cost of its own member of the tribunal and its representation in the arbitral proceeding. The cost of the umpire and the remaining cost shall be born in equal part by the Parties. Any expenses incurred by the Council of International Civil Aviation Organization in connection with the appointment of the umpire and/or the arbitrator of the failing party as referred to in paragraph (3) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 19 MODIFICATION OF THE AGREEMENT

1. If either of the Parties considers it desirable to modify the terms of the present Agreement and the Annex thereto, it may request a consultation between the Aeronautical Authorities of both Parties in relation to the proposed modification. Consultations shall begin within a period of sixty (60) days from the date of the request unless the Aeronautical Authorities of the Parties agree upon the prolongation of that period.

2. The modifications of the Agreement shall be reached in the form of protocol which shall come into effect when confirmed by an exchange of notes through diplomatic channels that it has fulfilled the necessary measures in accordance with laws and regulations of the State of each Party.

ARTICLE 20 CONFORMITY TO MULTILATERAL AGREEMENTS

If both Parties become parties to a multilateral agreement that addresses matters covered by this agreement, they, in accordance with the Article 19 of this Agreement, shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

ARTICLE 21 TERMINATION

1. Each Party may, at any time, give notice in writing, through diplomatic channels, to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to International Civil Aviation Organization.

2. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party unless the notice to terminate is withdrawn by mutual agreement before the expiry of this period.

3. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by International Civil Aviation Organization.

ARTICLE 22 REGISTRATION WITH ICAO

This Agreement and any amendments thereto shall be registered upon its signature with International Civil Aviation Organization by the Party in which territory this Agreement was signed, or as agreed by the Parties.

**ARTICLE 23
ENTRY INTO FORCE**

The present Agreement will enter into force on the date of the receipt of the second diplomatic note indicating that all necessary internal procedures have been completed by both Parties.

Upon entry into force of this Agreement, the Air Services Agreement between the Government of the Russian Federation and the Government of the Republic of Seychelles signed on January 22nd 1993, shall cease to be in force.

Done in _____ on _____ of _____, in two originals each in Russian and English languages, all texts being equally authentic. In case of any divergence of interpretation the English text shall prevail.

For the Government of
Russian Federation

For the Government of
the Republic of Seychelles



**ANNEX
TO THE AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE RUSSIAN FEDERATION AND THE
GOVERNMENT OF THE REPUBLIC OF SEYCHELLES**

1. Route schedule

1) The designated airlines of the Russian Federation shall be entitled to operate international scheduled air services in both directions on the routes specified hereunder:

Points of departure	Intermediate points	Points of destination	Points Beyond
Points in the Russian Federation	Any point(s) (*)	Victoria, the other points in Seychelles*	Any point(s) (*)

2) The designated airlines of the Republic of Seychelles shall be entitled to operate international scheduled air services in both directions on the routes specified hereunder:

Points of departure	Intermediate points	Points of destination	Points Beyond
Points in the Republic of Seychelles	Any point(s) (*)	Moscow, the other points in Russian Federation*	Any point(s) (*)

* Other points shall be subject to an agreement between the aeronautical authorities of the Parties.

Notes:

1) Intermediate points and points beyond may be omitted by the designated airlines of the Parties at their discretion.

2) The right of the designated airlines of one Party to transport passengers, cargo and mail between points in the territory of the other Party and points in the territory of third countries (exercise of fifth freedom traffic right) shall be subject to agreement between the Aeronautical Authorities of the Parties.

3) Charter and additional flights may be carried out based on preliminary request of the airlines, submitted to the Aeronautical Authorities at least ten working days before the departure.

4) Any designated airline may enter into commercial and/or co-operative marketing arrangements including, but not limited to, blocked-space or code sharing arrangements, with any other airline, including an airline of a third country, provided that:

a) the operating airline in such arrangements holds the appropriate operating authorization and traffic rights:

b) both, the operating and marketing airlines hold the appropriate route rights;

c) the sale of services for carriage of passengers between a point in the territory of the other country and a point in a third country, or between points in the territory of the other country, be exercised only by an airline which holds such traffic rights;

d) in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each flight forming part of the service;

e) the activities mentioned are carried out in accordance with the laws and regulations applicable in each country, including those governing competition;

f) code sharing agreement will be subject to approval by the Aeronautical Authorities of both sides.

5) Any operation along Transsiberian, Transpolar and Transasian Air Route networks in the airspace of the Russian Federation shall be subject to the separate agreement between the Aeronautical Authorities of the Contracting Parties.

