

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE AERONAUTICAL AUTHORITIES
OF THE RUSSIAN FEDERATION
AND
THE REPUBLIC OF INDIA**

Delegations representing the Aeronautical Authorities of the Russian Federation and the Republic of India (hereinafter referred to as the Russian delegation and the Indian delegation respectively) met in New Delhi on 18th January 2019 to discuss matters related to further development and strengthening of the bilateral air transport relations between the two countries.

The name lists of the delegations are attached hereto as **APPENDIX I**.

The discussions were held in a friendly and constructive atmosphere and both delegations expressed their interest in expanding their bilateral relations in the field of air transport.

The following understanding has been reached:

I. Capacity Entitlements

1.1 The designated airlines of Russia shall be entitled to operate fifty-two (52) frequencies per week in each direction with any aircraft of capacity equal to or less than the capacity of a B747 aircraft, to/through the points of call in India available to the Russian side, as follows:

Between		
Points in Russia	Points in India	Frequencies per week
Moscow	Delhi	14
Moscow	Mumbai	15
St. Petersburg	Delhi	3
St. Petersburg	Mumbai	3
Any points in Russia	Amritsar	5
Any points in Russia	Goa	11
Any points in Russia	Ahmedabad	1
Any points in Russia	Kolkata	0
Total		52

1.2 The designated airlines of India shall be entitled to operate fifty-two (52) frequencies per week in each direction to/from any points in India with any aircraft of capacity equal to or less than the capacity of a B747 aircraft, to/through the points of call in Russia available to the Indian side.

1.3 The agreement detailed in Para 1.1 and 1.2 above shall supersede the capacity entitlements as contained in Para 2.1.4 of the MoU dated February 21, 2006 and Para 2.3 of the MoU dated June 14, 2007.

1.4 The designated airlines of the Russian Federation shall have the right to co-terminalise any points in the territory of Russian Federation while operating services to/through the territory of the Republic of India. The designated airlines of the Republic of India shall have the right to co-terminalise any points in the territory of the Republic of India while operating services to/through the territory of the Russian Federation.

1.5 The Russian delegation referred to the Memorandum of Understanding on the Regional Aviation Partnership between the Ministry of Transportation, Ports and Civil Aviation of the Federative Republic of Brazil, the Ministry of Transport of the Russian Federation, the Ministry of Civil Aviation of the Republic of India, the Civil Aviation Administration of the People's Republic of China and the Department of Transport of the Republic of South Africa ("BRICS") signed on 26 July 2018 and requested for capacity entitlements of 2 frequencies per week each on Novosibirsk-Delhi vv, Yekaterinburg-Mumbai vv and Sochi-Delhi vv routes by shifting the existing capacity entitlements of Russia from routes "Any point in Russia-Amritsar" and "Any point in Russia-Ahmedabad". The Indian delegation replied that this proposal would be evaluated by the Indian authorities and a reply would be sent through diplomatic channels.

2. Fifth Freedom Traffic Rights

2.1 Para 2.5 of the MoU dated June 14, 2007 shall be replaced as follows:

"So long as the designated airlines of India do not operate air services to/through the 6th point of choice in Russia, the designated airlines of India shall be entitled to exercise additional full 5th freedom traffic rights between Moscow on the one hand and any 4 (four) points of choice of the Indian side on the other: 2 (two) points in the CIS countries and 2 (two) points in the Gulf countries, excluding points in the Gulf to which Aeroflot operates scheduled services as on the date of this MoU (i.e. Dubai)."

2.2 Both delegations agreed that the designated airlines of Russia shall continue to be entitled to exercise fifth freedom traffic rights between Delhi and Singapore on any 3 (three) frequencies per week as detailed in Para 2.4 of the MoU dated June 14, 2007.

2.3 The Russian side requested changing the 5th freedom traffic rights mentioned in Para 2.2 above for the designated airlines of Russia, to the new route Mumbai-Sharjah. The Indian side responded that it was not possible to agree with this request in accordance with the current policy of the Government of India.

3. Cargo aircraft flight operations in Indian air space.

The Russian delegation drew attention of the Indian Aeronautical Authorities on requirement of mandatory landing of Ilyushin 76TD-90VD freighter aircraft during transit flights over Indian air space.

The Indian delegation assured that the mandatory landing of Ilyushin 76TD-90VD freighter aircraft during transit flights over Indian air space would be discontinued after necessary documentation is provided by the Russian side to prove that such aircraft does not have para-dropping capability and the Indian Aeronautical Authorities are satisfied with such documentation.

4. Co-operative Marketing Arrangements

The two delegations agreed to allow their airlines to enter into co-operative marketing arrangements in accordance with the provisions contained in Appendix II of this MoU.

5. Crew visas

The Russian delegation drew the attention of the Indian side on the necessity to comply with the provisions of the Agreement between the Government of the Russian Federation and the Government of the Republic of India on abolition of visa requirements for crew members of designated airlines, which entered into force on October 1, 2017.

6. Entry into Force

This Memorandum of Understanding shall enter into force with immediate effect and shall supersede the existing bilateral arrangements, to the extent applicable.

Signed in New Delhi on 18th January 2019, in two original copies in the English language.

**For the Delegation of the Aeronautical
Authorities of the Russian Federation**



**Alexander Yurchik
Deputy Minister
of Transport
of the Russian Federation**

**For the Delegation of the Aeronautical
Authorities of the Republic of India**



**Dr. Shefali Juneja
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MR. ANDREY CHUPROV
CEO, Erofey LLC



Co-operative Marketing Arrangements

1. The designated airline(s) of each Contracting Party may enter into co-operative marketing arrangements, such as code-share, block space or any other joint venture arrangement, with –

- (a) the designated airline(s) of the same Contracting Party; or
- (b) the designated airline(s) of the other Contracting Party; or
- (c) the designated airline(s) of a third country.

2. The designated airlines of either Contracting Party may also enter into domestic code share arrangements with the airline(s) of the other Contracting Party, between the points of call as well as between a point of call and any other point(s) additionally agreed for this purpose for the designated airlines of the first Contracting Party within the territory of the other Contracting Party, for the carriage of through international traffic, without exercising cabotage rights.

3. The operating airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights and the capacity entitlements and meet the requirements normally applied to such arrangements.

4. All marketing airline(s) involved in the co-operating arrangements shall hold the underlying route rights and meet the requirements normally applied to such arrangements.

5. The total capacity operated by the air services performed under such arrangements shall be counted only against the capacity entitlement of the Contracting Party designating the operating airline(s). The capacity offered by the marketing airline(s) on such services shall not be counted against the capacity entitlement of the Contracting Party designating that airline.

6. The designated airline(s) of either side shall be allowed to transfer traffic i.e. starburst) between aircraft involved in the code-share operations without restriction as to number, size and type of aircraft.

7. In addition to the operating airline(s), the aeronautical authorities of each side may require the marketing airline(s) to file schedules for approval and also provide any other documents before commencement of air services under the co-operative marketing arrangements.

8. When holding out services for sale under such arrangements, the concerned airline or its agent shall make it clear to the purchaser at the point of sale as to which airline shall

be the operating airline on each sector of the service and with which airline(s) the purchaser is entering into a contractual relationship.

9. Before providing code sharing services, the code sharing partners shall agree as to which partner shall be responsible for security, safety, facilitation, liability and other consumer related matters. Such an agreement shall be filed with the aeronautical authorities of both Contracting Parties before implementation of the code-share arrangements

