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INTERNATIONAL INSTITUTE FOR THE UNIFICATION OF PRIVATE LAW

STUDY GROUP FOR THE PREPARATION OF UNIFORM RULES ON INTERNATIONAL INTERESTS IN MOBILE EQUIPMENT

SECOND MEMORANDUM

prepared jointly by

Airbus Industrie and The Boeing Company

on behalf of an aviation working group:

PRELIMINARY COMMENTS

by the Russian Federation Aviation Working Group

Rome, January 1997
INTRODUCTION

(by Mr V.A. Kouvshinov, member of the Study Group)

A Russian Federation Aviation Working Group (RF AWG) has been created under the aegis of the Chamber of Industry and Commerce of the Russian Federation as a counterpart of the Aviation Working Group of the Western States (WS AWG). The RF AWG, encompassing both producers and carriers, has prepared its preliminary remarks on the Second Memorandum of the WS AWG (Study LXXII - Doc. 23) which may be distributed as a working document among the members of the Study Group and to Mr J. Wool, representative of the WS AWG.

In principle, the RF AWG supports the proposals of the WS AWG subject to the reservation that it feels they require more in-depth study during January and February.

SECOND MEMORANDUM

(prepared jointly by Airbus Industrie and The Boeing Company on behalf of an aviation working group):

PRELIMINARY COMMENTS

(by the Russian Federation Aviation Working Group)

1. – The WS AWG proposal to include in the scope of the future Convention not only agreements (transactions) on charge, leasing and conditional sale, but also outright sales, as a first reaction, will not lead to any objection. However, the RF AWG is seriously worried by recent comments from the European Federation of Equipment Leasing Company Associations, i.e. "... if Unidroit fails to make the status of leasing clearer and fails to make clearer that title as such is the prerogative of the lessor, the Federation would prefer that this transaction be excluded from the sphere of application of the Convention". Leasing transactions play a more and more significant commercial role for the Russian Federation aviation industry and its business circles are against the exclusion of leasing transactions from the sphere of application of the Convention. Meanwhile, the RF AWG considers it important to analyse the above comments. In this connection the RF AWG would prefer definitions that are clearer (from the point of view of Civil law countries) such as, for example, "international rights in property" or "international real rights" instead of "international interests".

2. – The RF AWG proposes the inclusion in Article 2(1) after sub-paragraph (c) of a separate item "helicopter engines" for the same reason as it was judged necessary to introduce a separate reference to "aircraft engines" (in technical parlance, "inter-repair resources" are different for helicopter airframes and helicopter engines).
3. - The proposal by the WS AWG for the inclusion of provisions concerning bankruptcy proceedings requires, in the opinion of the RF AWG, further discussion between the WS AWG and RF AWG in order to prepare a joint proposal.