

International Comparative Legal Guides

# Aviation Law 2026

A practical cross-border resource to inform legal minds

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Contributing Editors:

**Alan D. Meneghetti** Ipeco, Inc.

**Philip Perrotta** K&L Gates LLP



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# Ukraine

Jurvneservice



Dr. Anna Tsirat

## 1 General

**1.1 Please list and briefly describe the principal legislation and regulatory bodies which apply to and/or regulate aviation in your jurisdiction.**

Ukraine is a party to the key international aviation conventions, including the Chicago, the Tokyo, Hague and Montreal Conventions, and the Cape Town Convention and Aircraft Protocol.

Domestic aviation regulation is based primarily on the Air Code, the State Civil Aviation Security Programme, and aviation rules issued by the State Aviation Administration of Ukraine (SAAU). These rules govern aircraft registration and airworthiness, certification of air carriers, personnel and airports, and the carriage of passengers and cargo, and are adopted in line with ICAO, EASA and EU aviation standards.

The SAAU is the central executive authority, responsible for implementing state policy in civil aviation and the use of Ukrainian airspace.

**1.2 What are the steps which air carriers need to take in order to obtain an operating licence?**

An air carrier must be at least 50% owned by Ukrainian legal or natural persons and hold a valid Air Operator Certificate ("AOC"). Once certified as an operator, the carrier may apply to the Ministry of Infrastructure Development for an operating licence that is issued within 10 days, provided that all statutory requirements are met and no grounds for refusal exist.

**1.3 What are the principal pieces of legislation in your jurisdiction which govern air safety, and who administers air safety? Does this legislation adequately cover all the issues which tend to arise in your jurisdiction, or do you feel that certain amendments or additional laws would be desirable?**

Air safety in Ukraine is governed by the international aviation conventions referred to in question 1.1, the State Civil Aviation Security Programme, and core domestic legislation, primarily the Air Code and related provisions of the Customs, Criminal and Administrative Offences Codes. Additional laws regulate the activities of public authorities involved in aviation security, border control and enforcement.

Air safety is administered mainly by the SAAU, with support from other competent authorities within their statutory

mandates. The regulatory framework is broadly aligned with ICAO and EASA standards. It covers key safety areas, while further development is expected through deeper EU harmonisation, post-war infrastructure modernisation and expanded regulation of UAV operations and environmental measures.

**1.4 Is air safety regulated separately for commercial, cargo and private carriers?**

Air safety in Ukraine is governed within a unified regulatory framework.

Commercial air carriers are subject to the most stringent and comprehensive standards, including operator certification, crew licensing, maintenance, and continuing airworthiness requirements, which are closely aligned with ICAO and EASA practices. Cargo carriers must additionally comply with specialised ICAO safety protocols for the transport of goods.

Private and general aviation operators are regulated under separate, less prescriptive rules focused on airworthiness and pilot licensing, while still meeting core safety requirements.

**1.5 Are air charters regulated separately for commercial, cargo and private carriers?**

No. Charter operations are governed by unified rules applicable to all operators, primarily the Rules of Charter Flights Performance of 2001 and the Order on Accounting and Reporting on the Regularity of Flights of Civil Aviation Aircraft of Ukraine of 2005. These regulations apply equally to commercial, cargo, and private charter flights.

**1.6 As regards international air carriers operating in your jurisdiction, are there any particular limitations to be aware of, in particular when compared with 'domestic' or local operators? By way of example only, restrictions and taxes which apply to international but not domestic carriers. Does the *status quo* tend to create an aviation market which is sufficiently competitive and open?**

International air carriers face no special restrictions or taxes beyond those applicable to domestic operators. The primary limitation is that a foreign carrier cannot obtain a domestic air transportation licence unless Ukrainian legal or natural persons hold at least 50% of its ownership.

Otherwise, the regulatory framework is non-discriminatory, and the market structure is generally open and competitive.

**1.7 Are airports state or privately owned? Are there any plans to alter this position?**

The state or local communities own all airports in Ukraine. Before February 2022, the government was considering concessions or Public-Private Partnerships (“PPPs”) for several regional airports, including Lviv, Kherson, Zaporizhzhya, Chernivtsi, Vinnytsia, and the Bila Tserkva Multimodal Cargo Hub.

Although no concession tenders were launched, the concept remains under consideration, especially for Boryspil, Lviv and Odesa airports as part of post-war recovery planning. While no concessions are expected during wartime, concession or PPP projects may be revived following hostilities to support reconstruction and modernisation.

**1.8 Do the airports impose requirements on carriers flying to and from the airports in your jurisdiction?**

Ukrainian airports impose standard operational and service requirements on carriers, primarily through regulated airport charges. These include landing and take-off fees, passenger service charges, aircraft parking, and aviation security charges. All such fees are applied uniformly in accordance with the Rules and Tariffs approved by the Ministry of Infrastructure Development (Order No. 433). Airports may also require compliance with safety, security, and ground-handling procedures established under national aviation regulations.

**1.9 What legislative and/or regulatory regime applies to air accidents? For example, are there any particular rules, regulations, systems and procedures in place which need to be adhered to? Do you believe that there are any changes which would be of benefit to the existing regime?**

The regulation No. 610 of 20 May 2022 made in full compliance with Annex 13 to the Chicago Convention establishes the procedures for technical investigation in civil aviation. As it entered into force after Ukraine’s airspace was closed, it has not yet been tested in practice. Accordingly, it is premature to assess whether amendments would be beneficial. A clearer understanding of potential gaps will likely emerge only once civil aviation operations resume and the investigation mechanism is applied in real cases.

**1.10 Have there been any recent cases of note or other notable developments in your jurisdiction involving air operators and/or airports?**

The airspace over Ukraine has been closed since 24 February 2022, and there have been no accidents involving air operators or airports.

**1.11 Are there any specifically environment-related obligations or risks for aircraft owners, airlines, financiers, or airports in your jurisdiction, and to what extent is your jurisdiction a participant in (a) the EU Emissions Trading System (EU ETS) or a national equivalent, and (b) ICAO’s Carbon Offsetting and Reduction Scheme for International Aviation (CORSIA)?**

Ukraine has introduced a regulatory framework addressing environmental obligations in the aviation sector, primarily

through the Law on the Principles of Monitoring, Reporting, and Verification (“MRV”) of Greenhouse Gas Emissions, in force since 2021 supported by the Strategy for the Formation and Implementation of State Climate Policy until 2035.

Ukraine is not part of the EU Emissions Trading System (“EU ETS”) but is progressively harmonising its climate policy with EU standards under the EU–Ukraine Association Agreement.

Ukraine participates in ICAO’s CORSIA scheme at the voluntary stage. From 2027 onward, participation in CORSIA will be mandatory for all eligible operators.

## 2 Aircraft Trading, Finance and Leasing

**2.1 Does registration of ownership in the aircraft register constitute proof of ownership?**

No. Registration of an aircraft in the Ukrainian Aircraft Register does not constitute proof of ownership. The Certificate of Registration reflects the details of the recorded owner, but ownership itself must be evidenced by underlying title documents. In practice, SAAU accepts an FAA Form 8050-2 Aircraft Bill of Sale or an equivalent bill of sale as sufficient proof of ownership for registration purposes.

**2.2 Is there a register of aircraft mortgages and charges? Broadly speaking, what are the rules around the operation of this register?**

There is no dedicated national register of aircraft mortgages or charges. All international interests in aircraft are registered with the International Registry (“IR”).

To register an interest, the lessor or financier must obtain an Authorising Entry Point code from the SAAU by submitting an application identifying the relevant interests and supporting agreements, after which registration is completed directly in the IR.

**2.3 Are there any particular regulatory requirements which a lessor or a financier needs to be aware of as regards aircraft operation?**

At present, there are no specific Ukrainian regulatory requirements directed at lessors or financiers.

**2.4 As a matter of local law, is there any concept of title annexation, whereby ownership or security interests in a single engine are at risk of automatic transfer or other prejudice when installed ‘on-wing’ on an aircraft owned by another party? If so, what are the conditions to such title annexation and can owners and financiers of engines take pre-emptive steps to mitigate the risks?**

Ukrainian law follows the civil law principle that a component may follow the legal fate of the principal asset, meaning that an engine installed “on-wing” on another party’s aircraft may theoretically be exposed to title annexation risks.

In practice, this risk is effectively mitigated through contractual protections, physical marking, separate maintenance records, and (where applicable) registration of international interests in the International Registry under the Cape Town Convention, which are widely accepted and sufficient to preserve separate engine ownership and security interests.

**2.5** What (if any) are the tax implications in your jurisdiction for aircraft trading as regards a) value-added tax (VAT) and/or goods and services tax (GST), and b) documentary taxes such as stamp duty; and (to the extent applicable) do exemptions exist as regards non-domestic purchasers and sellers of aircraft and/or particular aircraft types or operations?

Aircraft imported into Ukraine under the temporary admission regime are exempt from 20% VAT for up to three years (extendable), provided they are re-exported within that period. In leasing structures, the lessee bears sole responsibility for any import VAT, and unpaid VAT does not create a lien over the aircraft, as tax liens may attach only to assets owned by the taxpayer.

Aircraft trading within Ukraine may be subject to 18% corporate income tax. No stamp, registration or documentary taxes apply to aircraft sale, leasing or finance documents, or to payments made under them.

**2.6** Is your jurisdiction a signatory to the main international Conventions (Montreal, Geneva and Cape Town)?

Ukraine is a party to the CTC and Montreal Convention 1999.

**2.7** How are the Conventions applied in your jurisdiction?

Ukraine has adopted Alternative A under CTC. The IDERA is the key enforcement tool for aircraft de-registration and export upon default. However, it is not recognised by customs authorities, which may complicate export procedures. Additional uncertainty arises because the Civil Aircraft Register records ownership rather than operatorship, meaning only the registered owner may formally issue an IDERA. At the same time, the SAAU has inconsistently accepted IDERAs issued by lessees.

The Montreal Convention is fully implemented and generally applied in line with international practice, providing a clear framework for carrier liability and passenger rights, with remaining challenges relating mainly to awareness and dispute-resolution efficiency.

**2.8** Does your jurisdiction make use of any taxation benefits which enhance aircraft trading and leasing (either in-bound or out-bound leasing), for example access to an extensive network of Double Tax Treaties or similar, or favourable tax treatment on the disposal of aircraft?

Ukraine benefits from an extensive network of DTTs, many of which eliminate withholding tax on lease rentals paid by Ukrainian lessees to foreign lessors and provide relief where aircraft are used on international routes. In practice, treaty relief has also been applied where aircraft operate on both international and domestic routes, despite the absence of explicit guidance or court practice.

To apply DTT benefits, the lessee must hold a valid certificate of tax residency of the lessor, typically issued annually by the foreign tax authority. Ukraine offers no separate domestic tax incentives for aircraft leasing or trading beyond those available under DTTs.

**2.9** To what extent is there a risk from the perspective of an owner or financier EITHER that (A) a lessee of aircraft or other aviation assets in your jurisdiction may acquire an economic interest in the aircraft merely by payment of rent and thereby potentially frustrate any rights to possession or legal ownership or security, AND/OR (B) an operating lease of an aircraft constitutes an encumbrance or third party *in rem* interest of a lessee in the aircraft itself which prevents unilateral termination of the lease following a lessee default in accordance with its terms?

Under Ukrainian law, payment of rent does not give a lessee any economic or proprietary interest in an aircraft; a lease confers only a contractual right of use, and courts consistently reject claims of beneficial ownership or acquisitive rights. This position is reinforced by CTC, under which an operating lease is not treated as an encumbrance and does not create retention or lien rights in favour of the lessee.

Accordingly, an operating lease does not restrict a lessor's right to terminate or repossess upon default, and any recovery challenges are practical rather than legal in nature.

### 3 Litigation and Dispute Resolution

**3.1** What rights of detention are available in relation to aircraft and unpaid debts?

In Ukraine, an aircraft may be detained for unpaid debts or regulatory breaches. Airport authorities may detain aircraft for unpaid airport charges, customs authorities may detain aircraft for violations of customs rules, and service providers may exercise a right of retention for unpaid services under the Civil Code.

Judicial detention ("arrest") is available through Ukrainian courts upon a creditor of the aircraft owner's request to secure a monetary claim. In addition, CTC provides creditors with expedited remedies for detention and repossession, enforceable through court proceedings.

**3.2** Is there a regime of self-help available to a lessor or a financier of an aircraft if it needs to reacquire possession of the aircraft or enforce any of its rights under the lease/finance agreement?

Ukrainian law does not generally permit pure self-help repossession based solely on lease rights. However, the Law on Security of Creditors' Rights and Registration of Encumbrances allows extrajudicial enforcement of non-possessory security interests, which may apply to certain aircraft finance and leasing structures.

A secured creditor may take possession without court involvement if a notice of enforcement is registered, required notifications are given, and the agreement provides for extrajudicial enforcement. In practice, judicial assistance is often still needed to resolve issues of access, airport control or customs export, which also limits the practical effectiveness of IDERAs.

**3.3** Which courts are appropriate for aviation disputes? Does this depend on the value of the dispute? For example, is there a distinction in your jurisdiction regarding the courts in which civil and criminal cases are brought?

In Ukraine, aviation disputes are allocated by subject matter rather than claim value, across civil, commercial,

administrative and criminal jurisdictions. Civil courts hear passenger claims, commercial courts handle aviation business disputes (including leasing and finance), and administrative courts review regulatory actions of authorities such as the SAAU. Criminal courts deal with offences affecting aviation security or border controls.

There is no specialised aviation court, but this jurisdictional structure provides a coherent framework for resolving aviation disputes.

**3.4 What service requirements apply for the service of court proceedings, and do these differ for domestic airlines/parties and non-domestic airlines/parties?**

For domestic parties, court summons are delivered in paper form by registered mail with delivery confirmation, or electronically if the party has provided contact details (e.g., email or phone). Summons must be served at least five days before the court session to allow sufficient time to prepare. If the party has an electronic office, documents are sent exclusively through the Unified Court Information and Communication System.

For non-domestic parties, Ukraine follows the 1954 HCCH Convention on Civil Procedure and the 1965 HCCH Service Convention. Initial service of documents must comply with these conventions. After appointing a local attorney, further service is conducted through the attorney as if it were being served on a domestic party.

**3.5 What types of remedy are available from the courts or arbitral tribunals in your jurisdiction, both on i) an interim basis, and ii) a final basis?**

Ukrainian law allows both courts and arbitral tribunals to grant interim and final remedies. However, court-ordered interim measures are significantly more effective in practice, as interim relief issued by arbitral tribunals generally requires subsequent enforcement by a court.

Interim remedies available through commercial courts include arrest (freezing) of assets or funds, prohibitions on certain actions by the defendant, restrictions on third-party dealings related to the dispute, suspension of enforcement proceedings, and bans on the disposal of disputed property. Interim measures must be proportionate and may not replicate final relief before the merits are determined.

Final remedies awarded by courts and arbitral tribunals include specific performance, damages, declaratory relief and permanent injunctions. Although CTC provides for expedited relief under Article 13, its enforcement depends on domestic procedural law, which does not clearly regulate execution mechanisms, resulting in inconsistent practice.

**3.6 Are there any rights of appeal to the courts from the decision of a court or arbitral tribunal and, if so, in what circumstances do these rights arise?**

In Ukraine, a clear distinction exists between appeals of court judgments and setting aside arbitral awards. Court decisions may be appealed on the merits, with appellate courts reassessing facts, evidence and legal conclusions, and annulling or amending judgments for errors of law, fact-finding or serious procedural violations.

By contrast, arbitral awards are not subject to merits review. They may be set aside only on limited procedural grounds,

such as invalidity of the arbitration agreement, lack of due process, excess of mandate, improper tribunal constitution, non-arbitrability or conflict with public policy. This regime preserves full appellate control over court judgments while ensuring the finality of arbitration, subject only to essential procedural safeguards.

**3.7 What rights exist generally in law in relation to unforeseen events which might enable a party to an agreement to suspend or even terminate contractual obligations (in particular payment) to its contract counterparties due to *force majeure* or frustration or any similar doctrine or concept?**

Ukrainian law does not recognise a common-law doctrine of frustration. Instead, unforeseen events are addressed through three mechanisms: *force majeure*; impossibility of performance; and an essential change of circumstances.

*Force majeure* releases a party from liability but does not suspend or terminate obligations or excuse payment unless expressly agreed. The impossibility of performance may terminate an obligation where performance becomes objectively impossible. At the same time, a change of circumstances that is essential allows a court to amend or terminate a contract in exceptional cases. Still, it is applied restrictively and does not provide for automatic relief from payment obligations.

**3.8 Is there any trend developing towards regulatory support in civil justice for out-of-court solutions and the importance of engaging in Alternative Dispute Resolution (or similar)? If so, what (if any) are the implications for the answers in questions 3.1–3.7 inclusive?**

Ukraine is increasingly promoting out-of-court dispute resolution, including mediation and arbitration, as part of broader judicial reforms aimed at efficiency and reducing court case-loads. Courts encourage settlement efforts and may facilitate mediation during proceedings.

These developments strengthen ADR as a complementary mechanism, while judicial proceedings remain the primary enforcement framework for aviation disputes.

## 4 Commercial and Regulatory

**4.1 How does your jurisdiction approach and regulate joint ventures or other forms of partnership and/or alliances between airlines? In your opinion, are there any improvements to the existing regime which would be advisable?**

Ukraine has no sector-specific regime for airline joint ventures or alliances; such arrangements are governed by general corporate, commercial and competition law, together with aviation licensing and safety requirements. Airlines may enter into code-sharing, interline or alliance arrangements, subject to compliance with the Law on Protection of Economic Competition and, where required, approval by the Antimonopoly Committee of Ukraine (“AMCU”).

Regulatory review focuses mainly on competition-law risks and the preservation of effective operational control under AOC rules. While the current framework is generally adequate, more explicit guidance and closer alignment with EU competition practice may enhance predictability once civil aviation operations fully resume.

#### 4.2 How do the competition authorities in your jurisdiction determine the 'relevant market' for the purposes of mergers and acquisitions?

For merger control, the AMCU defines the relevant market in line with the Law on Protection of Economic Competition and EU-inspired guidelines. The AMCU assesses both the product and geographic markets, focusing, in aviation cases, on the substitutability of passenger services – often on a route-by-route (“O&D”) basis – or, where appropriate, on broader transport markets. The analysis considers demand- and supply-side substitution, barriers to entry, slot constraints, and competitive conditions. This approach ensures consistency with EU competition practice and predictability for aviation transactions.

#### 4.3 Does your jurisdiction have a notification system whereby parties to an agreement can obtain regulatory clearance/anti-trust immunity from regulatory agencies?

Ukraine operates a two-track notification system administered by the AMCU, comparable to EU/US merger clearance and antitrust immunity regimes. Concentrations (including mergers, acquisitions of control and full-function joint ventures) require mandatory pre-notification and clearance if thresholds are met, while concerted practices (such as code-sharing or joint marketing) require prior authorisation to obtain antitrust immunity.

Parties may also seek non-binding preliminary guidance from the AMCU on notification requirements and clearance prospects, providing legal certainty for both transactions and cooperation arrangements.

#### 4.4 How does your jurisdiction approach mergers, acquisition mergers and full-function joint ventures? In your opinion, are there any improvements to the existing regime which would be advisable?

Ukraine applies a unified merger control regime under the Law on Protection of Economic Competition, under which mergers, acquisitions, and full-function joint ventures are treated as concentrations requiring pre-notification to the AMCU. Review is broadly aligned with EU merger control principles, with aviation cases focusing on route competition, slot access, and potential foreclosure in related services.

The regime is generally effective, though more explicit guidance and closer EU alignment would further enhance predictability once full aviation activity resumes.

#### 4.5 Please provide details of the procedure, including time frames for clearance and any costs of notifications.

Transactions meeting statutory thresholds must be pre-notified to the AMCU. Key thresholds include:

- combined worldwide turnover or assets of all parties exceeding €30 million;
- turnover or assets in Ukraine of at least €4 million for each of at least two parties; and
- the target having turnover or assets in Ukraine above €8 million.

Review procedure:

- Phase I: 30 days from acceptance of a complete filing.
  - Phase II (case investigation): where the AMCU opens a case, the review may last up to three months, as provided in Article 30 of the Law on Protection of Economic Competition. If no decision is issued within this period, the concentration is deemed authorised.
  - Simplified procedure: 25 days where overlaps are minimal.
- Fees for applications are calculated based on the non-taxable minimum income (“NTMI”), which is UAH 1,514 (approx. USD 37). The applicable fees are:
- concentration clearance – 2,500 NTMI;
  - authorisation of concerted actions – 1,500 NTMI; and
  - preliminary conclusions – 750 NTMI for concerted actions and 1,750 NTMI for concentration clearance.

#### 4.6 Are there any sector-specific rules which govern the aviation sector in relation to financial support for air operators and airports, including (without limitation) state aid?

Ukraine does not operate an aviation-specific state aid regime. Financial support for airports and air operators is governed by the general state aid framework under the Law on State Aid to Undertakings and is supervised by the AMCU, in line with EU state aid rules.

In practice, public funding has been provided to several airports – such as Lviv, Odesa, Boryspil, and certain municipal airports – to support runway reconstruction, terminal development, safety infrastructure, and, since 2022, the preservation of critical facilities due to wartime conditions. These measures qualify as state aid and require AMCU assessment.

Ukraine has no dedicated emergency support scheme for airlines, and any financial assistance must comply with the horizontal state aid control system.

#### 4.7 Are state subsidies available in respect of particular routes? What criteria apply to obtaining these subsidies?

Ukraine does not operate route subsidy schemes or PSO-type programmes. Unlike many EU Member States, Ukraine has no remote, island, or hard-to-access regions that would justify subsidised air connectivity. Given the country’s moderate size and its extensive long-distance bus and ground transport network, there is no economic or social need for air-route subsidies.

Ukrainian legislation would technically allow a PSO-style mechanism, but no such system has been implemented. Any future route support would qualify as state aid and require assessment by the Antimonopoly Committee of Ukraine (“AMCU”). In practice, no regular route subsidies exist, and no PSO tenders have ever been conducted.

#### 4.8 What are the main regulatory instruments governing the acquisition, retention and use of passenger data, and what rights do passengers have in respect of their data which is held by airlines and airports?

The acquisition, retention and use of passenger data in Ukraine is governed primarily by the Law on Personal Data Protection No. 2297-VI, which is being progressively aligned

with EU GDPR standards, and by the Aviation Rules on Air Transportation and Passenger Service No. 1239 (the “Aviation Rules 1239”). International frameworks such as the Montreal Convention 1999 and ICAO PNR Guidelines (Doc 9944) also apply.

Airlines and airports may collect and process passenger data for purposes related to booking and re-booking, flight operations, safety and security procedures, baggage search, fraud prevention, customer service, and compliance with entry/exit requirements. Data processing must comply with the principles of lawful purpose, proportionality, accuracy, and secure retention.

Passengers have the right to be informed about the processing of their data, to access their personal data, request corrections or deletion where permitted by law, and withdraw consent for processing that is not required for transport or legal compliance. Transfers of passenger data to third parties or foreign jurisdictions must follow statutory safeguards.

**4.9 In the event of a data loss by a carrier, what obligations are there on the airline which has lost the data and are there any applicable sanctions?**

An airline should promptly notify the affected individuals and report the breach to the Office of the Ombudsman if it poses significant risks to individual rights and freedoms. Failure to fulfil these obligations can result in administrative fines and civil liability for material and moral damages caused. If the data loss involves European passengers, compliance with standards under the EU-Ukraine Common Aviation Area Agreement may also be required, particularly for aligning with EU GDPR principles.

**4.10 What are the mechanisms available for the protection of intellectual property (e.g. trademarks) and other assets and data of a proprietary nature?**

Ukraine is a party to key IP treaties, including the Paris Convention, Madrid Agreement, and WIPO-administered treaties, ensuring international recognition and protection. Ukraine has also developed domestic legislation that effectively protects trademarks, patents, copyrights, and related rights. Proprietary data relies on strict confidentiality agreements and cybersecurity compliance.

**4.11 Is there any legislation governing the denial of boarding rights, delayed flights and/or cancelled flights? Is this legislation adhered to and well monitored?**

Passenger rights in cases of denied boarding, flight delays, and cancellations are governed by the Aviation Rules 1239. These rules are broadly modelled on EU Regulation (EC) No 261/2004 and establish airlines’ obligations regarding assistance, compensation, and information to passengers.

Compliance with Aviation Rule 1239 is supervised by the SAAU, which oversees, handles passenger complaints, and imposes sanctions for violations.

In practice, while the regulatory framework is in place and formally enforced, there are no publicly available comprehensive studies or systematic assessments evaluating the overall effectiveness of monitoring or enforcement. As a result, enforcement has traditionally relied primarily on individual passenger complaints rather than on proactive regulatory audits.

**4.12 What powers do the relevant authorities have in relation to the late arrival and departure of flights?**

The SAAU is empowered under the Air Code to exercise regulatory oversight and enforcement in the civil aviation sector. Its powers include conducting inspections and audits of aviation operators, monitoring compliance with aviation rules and conditions of approval, and initiating enforcement actions where violations are identified.

In cases of non-compliance – including systematic breaches of passenger carriage obligations or other regulatory requirements – the SAAU may initiate administrative proceedings, issue binding orders to remedy violations, and apply administrative sanctions in accordance with Ukrainian administrative law. Authorised officials are entitled to document infringements and submit them for regulatory review.

While the Air Code also assigns the SAAU responsibilities related to search-and-rescue organisation and safety oversight, its role in relation to late arrivals and departures is primarily exercised through inspection, supervision and enforcement mechanisms, rather than operational air traffic management. In practice, enforcement in this area remains complaint-driven mainly, and publicly available information on sanctions explicitly linked to flight delays or late departures is limited.

**4.13 Are the airport authorities governed by particular legislation? If so, what obligations, broadly speaking, are imposed on the airport authorities?**

Yes, airport authorities are governed by the Air Code, Rules for Certification of Airports and Aerodromes, the Law On Environmental Protection, ICAO Annex 17, and the EU–Ukraine Common Aviation Area Agreement. They are tasked with a wide array of responsibilities spanning safety, security, passenger service, operational efficiency, and compliance with international standards.

**4.14 To what extent does general consumer protection legislation apply to the relationship between the airport operator and the passenger?**

General consumer protection legislation in Ukraine applies to the relationship between airport operators and passengers to a limited extent. The Law on Consumer Protection governs services provided directly by an airport operator to passengers, such as the use of terminal facilities, parking services, retail and catering services, and other paid ancillary services where a passenger acts as a consumer.

However, core air transport services – such as carriage, delays, cancellations, and denied boarding – fall outside the airport–passenger relationship and are regulated separately under aviation legislation, primarily the Air Code of Ukraine and the Aviation Rules 1239, and apply to airlines rather than airport operators.

In practice, consumer protection rules may be invoked against airport operators in cases involving service quality, safety of premises, pricing transparency, or unfair commercial practices related to non-aviation services. General consumer protection authorities and courts enforce, while aviation-specific issues remain within the competence of aviation regulators.

#### 4.15 What global distribution suppliers (GDSs) operate in your jurisdiction?

The primary GDSs operating in Ukraine are Amadeus, Sabre, and Travelport (including Galileo and Worldspan platforms).

#### 4.16 Are there any ownership requirements pertaining to GDSs operating in your jurisdiction?

There are no specific ownership requirements for GDSs. They function in the Ukrainian market under international frameworks and agreements through local partnerships or agency models.

#### 4.17 Is vertical integration permitted between air operators and airports (and, if so, under what conditions)?

Vertical integration between airlines and airport operators is permitted in Ukraine. There is no statutory prohibition on ownership or control links, provided that such arrangements comply with competition law and, where applicable, obtain clearance from the AMCU.

In practice, vertically integrated structures are subject to scrutiny to ensure non-discriminatory access to airport infrastructure and services and to prevent abuse of dominance or market foreclosure.

#### 4.18 Are there any nationality requirements for entities applying for an Air Operator's Certificate in your jurisdiction or operators of aircraft generally into and out of your jurisdiction?

Yes. Nationality and control requirements apply to entities applying for an AOC in Ukraine that may be issued only to a Ukrainian legal entity effectively controlled by Ukrainian nationals. Foreign ownership and control of Ukrainian air operators are restricted, in line with the nationality clauses commonly found in bilateral air services agreements. By contrast, there are no nationality requirements for foreign air operators operating to and from Ukraine. Such operators may provide international air services subject to applicable bilateral or multilateral air services agreements, traffic rights, and compliance with Ukrainian aviation safety and security requirements.

## 5 In Future

#### 5.1 In your opinion, which pending legislative or regulatory changes (if any), or potential developments affecting the aviation industry more generally in your jurisdiction, are likely to feature or be worthy of attention in the next two years or so?

Ukraine's aviation sector is expected to undergo regulatory modernisation driven primarily by post-war recovery and alignment with EU aviation standards. Key developments are likely to include the reinstatement and updating of suspended aviation rules, the expansion of regulations for unmanned aerial systems, and the further incorporation of EU-aligned environmental and sustainability requirements. Together, these measures aim to facilitate the reopening of airspace and future market liberalisation.



**Dr. Anna Tsirat** is a distinguished legal professional specialising in aviation law, with over two decades of experience. She is recognised as a leading expert in Ukraine and internationally, offering unparalleled expertise in aircraft financing, leasing, registration, and regulatory compliance. Dr. Tsirat holds a Doctor of Legal Sciences degree, reflecting her deep academic grounding and significant contributions to legal scholarship. She is a partner at Jurvneshservice, a law firm renowned for its work in complex cross-border legal matters. Over the years, she has played a pivotal role in advising international lessors, financiers, and airlines on intricate aviation transactions, particularly those involving Ukraine and Eastern Europe.

Her work often intersects with the Cape Town Convention and its Aircraft Protocol, where she has provided strategic insights on issues like IDERA implementation and remedies for creditors under Ukrainian law. Anna’s expertise extends to aviation insurance, airport regulation, and air traffic law, making her a sought-after advisor in the aviation sector.

Beyond her legal practice, Anna has contributed to the advancement of aviation law through teaching, publications, and active participation in legal forums. She frequently authors articles in leading legal journals and delivers lectures on the evolving dynamics of international aviation law.

Anna’s career also reflects her commitment to aligning Ukraine’s aviation framework with international standards, particularly under the EU–Ukraine Common Aviation Area Agreement. Her work has been instrumental in developing transparent, efficient, and competitive aviation legal practices in Ukraine.

With her combination of legal acumen, academic distinction, and practical expertise, Dr. Anna Tsirat remains a leading figure in aviation law, shaping the industry’s legal landscape both domestically and globally.

**Jurvneshservice**  
46/11 Olexandra Konyskogo Street, Suite 2  
Kyiv 01054  
Ukraine

Tel: +380 674 657 773  
Email: a.tsirat@jvs.law  
LinkedIn: www.linkedin.com/in/anna-tsirat-66a92510

Jurvneshservice is a distinguished Ukrainian law firm with over 35 years of experience. Founded in 1987 as one of Ukraine’s first private legal practices, the firm is renowned for its expertise across corporate law, dispute resolution, international trade, intellectual property, and tax.

A key focus of Jurvneshservice is the aviation sector, where the firm has established itself as a trusted advisor to airlines, lessors, financiers, and service providers. Its lawyers have deep knowledge of aviation regulations, aircraft leasing and financing, insurance, and dispute resolution related to aviation operations.

By combining comprehensive legal expertise with a clear understanding of the aviation industry’s complexities, Jurvneshservice ensures that its clients navigate challenges effectively and meet their strategic objectives. The firm’s longstanding commitment to professionalism and innovation has cemented its reputation both in Ukraine and internationally.

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