

No. 6959

**BELGIUM
and
JORDAN**

**Agreement (with annex) for the establishment of scheduled
air services between and beyond their respective terri-
tories. Signed at Amman, on 19 October 1960**

Official text: English.

Registered by Belgium on 11 October 1963.

**BELGIQUE
et
JORDANIE**

**Accord (avec annexe) relatif à l'établissement de services
aériens réguliers entre leurs territoires respectifs et
au-delà. Signé à Amman, le 19 octobre 1960**

Texte officiel anglais.

Enregistré par la Belgique le 11 octobre 1963.

No. 6959. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN AND THE GOVERNMENT OF THE KINGDOM OF BELGIUM FOR THE ESTABLISHMENT OF SCHEDULED AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT AMMAN, ON 19 OCTOBER 1960

The Government of the Hashemite Kingdom of Jordan and the Government of the Kingdom of Belgium, hereinafter described as the contracting parties;

Being parties to the Convention of International Civil Aviation signed on the 7th day of December 1944² in Chicago, Illinois, U.S.A. (hereinafter referred to as the Convention);

Considering that it is desirable to organise International Air Services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field;

Considering also that it is desirable to stimulate international air travel at the lowest possible rates consistent with sound economic principles, and securing the many indirect benefits of this form of transportation to the common welfare of both countries;

And desiring, to conclude an agreement for the purpose of promoting commercial scheduled air transport services between and beyond their respective territories;

Have accordingly appointed the undersigned plenipotentiaries for this purpose, who being duly authorized to that effect by their respective Governments, have agreed to conclude the following agreement :

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in the Annex to this Agreement for the purpose of the establishment of air services (hereinafter referred to as "agreed services"), on the routes described therein (hereinafter referred to as "specified routes").

¹ Came into force provisionally on 19 October 1960, upon signature, and definitely on 31 July 1963 by the exchange of the instruments of ratification at Amman, in accordance with the provisions of article 12.

² United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346; Vol. 51, p. 336; Vol. 139, p. 469; Vol. 178, p. 420; Vol. 199, p. 362; Vol. 252, p. 410; Vol. 324, p. 340; Vol. 355, p. 418; Vol. 409, p. 370; and Vol. 472.

Article 2

1. The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, but not before.

a) The Contracting Party to whom the rights have been granted has designated an air carrier or carriers (hereinafter referred to as "designated air carrier(s)" for the specified routes, and

b) The Contracting Party granting the rights has given the appropriate operating permission to the air carrier(s) concerned; which it shall subject to the provisions of paragraph (2) of this Article and of Article 5, be bound to grant without undue delay.

2. Each of the designated air carriers may be required to satisfy the aeronautical authorities of the other Contracting Party that it is qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operation of international air services.

Article 3

In order to prevent discriminatory practices and to assure equality of treatment, it is agreed that :

a) Supplies of fuel, Lubricating oils, spare parts, regular equipment and aircraft stores on board an aircraft of the designated air carrier(s) of one Contracting Party on arrival in the territory of the other Contracting Party shall be exempted from all national duties and charges including customs duties and inspection fees even though such supplies are used by such aircraft on flights in that territory, subject to compliance with the regulations of the Contracting Party. The goods, so exempted shall not be unloaded except with the approval of the customs authorities of the other Contracting Party, and if unloaded shall be kept under customs supervision until required for use of the aircraft in question or reexportation;

b) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of one Contracting Party in the territory of the second Contracting Party by or on behalf of the designated air carrier(s) of the first Contracting Party and intended solely for use in the operation of an agreed service shall be exempted from all national duties and charges including customs duties and inspection fees subject to compliance with the regulations of the Contracting Party, even though such supplies are used by such aircraft on flights in that territory. The goods so introduced shall be kept under customs supervision until required for the use in question or reexportation.

Article 4

a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory shall be equally applied to the aircraft of the designated air carrier(s) of the other Contracting Party without distinction as to nationality and shall be complied with by such aircraft upon entering or departing from or while within the territory of the former Party.

b) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew of cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by or on behalf of the passengers, crew and cargo of aircraft used by the designated air carrier(s) of the other Contracting Party upon entrance into, departure from or while within the territory of the former Party.

Article 5

Each Contracting Party reserves the right to withhold or revoke the exercise of the right specified in the Annex to this agreement by a designated air carrier of the other Contracting Party in any case where it is not satisfied, that substantial ownership and effective control of that air carrier are vested in nationals of the other Contracting Party, or in case of failure of that air carrier to comply with the laws and regulations of the Contracting Party over which it operates, as described in Article 4 hereof, or to perform its obligations under this Agreement and its Annex.

Article 6

The rates to be charged by the designated air carrier(s) of either Contracting Party on specified routes or a part thereof shall be fixed through the machinery of the I.A.T.A. In case a conference of the I.A.T.A. is unable to agree on a rate, this rate will be fixed by the respective designated air carriers under approval of their respective Governments.

Article 7

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

Article 8

a) If either of the Contracting Parties considers it desirable to modify provision or provisions of the Agreement, or its Annex, the competent aeronautical authorities of the Contracting Parties shall consult in order to realise such modification(s). Such consultation shall begin within a period of 60 days from the date of the request. In case the said authorities arrive at an understanding about the modifications to be made, said modifications shall come into force after having been confirmed by an exchange of diplomatic notes.

b) Changes made by either Contracting Party in the specified routes except the change of points served by its designated air carrier(s) in the territory of the other Contracting Party, shall not be considered as modifications of this Agreement. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes provided, however, that notice of any change shall be given without delay to the aeronautical authorities of the other Contracting Party.

Article 9

Any dispute between the Contracting Parties relating to the interpretation or application of the present Agreement or its Annex that cannot be settled by direct negotiations, shall be referred for decision to an Arbitral Tribunal appointed by agreement between the Contracting Parties or to the International Court of Justice. The Contracting Parties undertake to comply with any decision given by said Arbitral Tribunal or by the International Court of Justice.

Article 10

Each Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

The Present Agreement shall terminate not less than twelve months after the date of receipt of the notice by the other Contracting Party unless the notice is withdrawn by mutual agreement before the expiration of the said period. In the absence of acknowledgement of receipt by the other Contracting Party notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 11

For the purpose of this agreement the terms "Aeronautical Authorities" shall mean in the case of the Jordanian Government the DGCA, and any person

or body authorised to perform any functions presently exercised by the said Director, and in the case of the Government of Belgium the Minister of Communication — Civil Aviation Administration and any person or body authorised to perform any functions presently exercised by the said Minister.

Article 12

This Agreement shall enter provisionally into force on the date of signature and definitely on the date of exchange of the instruments of ratification.

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

DONE at Amman the nineteenth day of October 1960, in duplicate in the English language.

For the Government
of the Hashemite Kingdom of Jordan :
Anwar NASHSHIBI
Minister of Communications

For the Government
of the Kingdom of Belgium :
Jean QUERTON
Belgian Ambassador in Jordan

ANNEX (A)

1. The Airlines designated by the Govt. of the H. K. of Jordan shall be entitled to operate air services in both directions on each of the routes specified, and to land for traffic purposes, passengers, cargo and mail in Belgium territory, at the points specified in this para. :

Schedule

1. (a) *Routes to be served by designated air carrier of the Govt. of the Hashemite Kingdom of Jordan :*

1. (b) Points in Jordan via intermediate points to points in Belgium and beyond in both directions.

2. The Airlines designated by the Govt. of the Kingdom of Belgium shall be entitled to operate air services in both directions on each of the routes specified and to land for traffic purposes, passengers, cargo and mail in Jordan territory, at the points specified in this para :

Schedule

2. (a) *Routes to be served by designated air carrier of the Govt. of the Kingdom of Belgium :*

2. (b) Points in Belgium via intermediate points to points in Jordan and beyond in both directions.

2. (c) Airlines designated by the Govt. of Belgium will not be entitled to exercise commercial and traffic rights between points in the H. K. Jordan and points in Lebanon, U.A.R., Kuwait and Saudi Arabia and V.V.

2. (d) Airlines designated by the Government of Belgium will not land or overfly Israel on their way to Jordan or visa versa.
