

No. 9003

DENMARK

and

JORDAN

Agreement between the Government of Denmark and the Government of the Hashemite Kingdom of Jordan for the establishment of scheduled air services between and beyond their respective territories (with annex and related note). Signed at Amman, on 7 December 1961

Official text: English.

Registered by Denmark on 29 February 1968.

DANEMARK

et

JORDANIE

Accord entre le Gouvernement du Royaume du Danemark et le Gouvernement du Royaume hachémite de Jordanie relatif à la création de services aériens réguliers entre les territoires respectifs des deux pays et au-delà (avec annexe et note y relative). Signé à Amman, le 7 décembre 1961

Texte officiel anglais.

Enregistré par le Danemark le 29 février 1968.

No. 9003. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN FOR THE ESTABLISHMENT OF SCHEDULED AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT AMMAN, ON 7 DECEMBER 1961

The Government of the Kingdom of Denmark and the Government of the Hashemite Kingdom of Jordan, hereinafter described as the Contracting Parties;

Being parties to the Convention on International Civil Aviation² and the International Air Services Transit Agreement,³ both signed at Chicago on the seventh day of December 1944;

Desiring to conclude an Agreement for the Purpose of promoting air communications to, through and from their Respective Territories, have agreed as follows:

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing scheduled international air services on the routes specified in the Annex hereto. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes;
- (c) to pick up and set down international traffic of passengers, cargo and mail at places in the territory of the other Contracting Party open to international air traffic.

Article 2

1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

2) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorizations.

¹ Came into force provisionally on 7 December 1961 by signature, in accordance with article 15.

² United Nations, *Treaty Series*, Vol. 15, p. 295; for the texts of the Protocols amending this Convention, see Vol. 320, pp. 209 and 217; Vol. 418, p. 161, and Vol. 514, p. 209.

³ United Nations, *Treaty Series*, Vol. 84, p. 389.

3) The Aeronautical Authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such Authorities in conformity with the provisions of the Convention on International Civil Aviation (Chicago, 1944).

4) Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 1, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5) When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 7 of the present Agreement is in force in respect of that service.

Article 3

1) Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 1 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case 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 this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 4

1) Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2) There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed; subject to compliance with the regulations of the Contracting Party:

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party;
- (c) fuel and lubricants destined to supply aircraft operated on international services by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

Article 5

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of said authorities up to such time as they are reexported or otherwise disposed of in accordance with customs regulations.

Article 6

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

(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 or 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 7

1) The tariffs to be charged by the designated airlines of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be

established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit, and the tariffs of other airlines.

2) The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

3) The tariffs so agreed shall be submitted for the approval of the Aeronautical Authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of the said Authorities.

4) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this Article, or if during the first 15 days of the 30 days period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the Aeronautical Authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5) If the Aeronautical Authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article and on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 13 of the present Agreement.

6) Subject to the provisions of paragraph (3) of this Article, no tariff shall come into force if the Aeronautical Authorities of either Contracting Party have not approved it.

7) The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 8

Either Contracting Party undertakes to grant the other Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline of the other Party.

Article 9

In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement.

Article 10

1) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the other

Contracting Party; such consultation shall begin within a period of sixty (60) days of the date of the request.

2) Modifications to routes may be made by direct agreement between the competent Aeronautical Authorities of the Contracting Parties.

Article 11

The present Agreement will be amended so as to conform with any multi-lateral convention which may become binding on both Contracting Parties.

Article 12

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 13

1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

3) The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

Article 14

For the purpose of this Agreement the terms "Aeronautical Authorities" shall mean in the case of the Government of the Kingdom of Denmark, the Ministry of Public Works, and any person or body authorized to perform any functions

presently exercised by the said Ministry and in the case of the Government of the Hashemite Kingdom of Jordan, the Ministry of Communications — Civil Aviation — and any person or body authorized to perform any functions presently exercised by the said Ministry.

Article 15

The present Agreement shall come into force provisionally on the date of its signature and definitely as soon as it has been ratified or approved according to the constitutional requirements of the Contracting Parties and this has been confirmed through diplomatic channels.

IN WITNESS WHEREOF the undersigned being duly authorized thereto have signed the present Agreement.

DONE at Amman, this 7th Day of December, 1961, in duplicate in the English language.

For the Government of the Kingdom of Denmark:
Poul Juel JENSEN

For the Government of the Hashemite Kingdom of Jordan:
Abdul Magid MORTADA

ANNEX

I. Airlines designated by the Government of the Kingdom of Denmark authorized under the present Agreement are accorded rights as specified in Article 1 of the Agreement in the territory of Jordan on the following routes in both directions:

- a) Denmark via intermediate points to Jerusalem or Amman;
- b) Denmark via intermediate points to Jerusalem or Amman and to points beyond;
- c) Airlines designated by the Government of the Kingdom of Denmark will not be entitled to exercise commercial and traffic rights between points in the Hashemite Kingdom of Jordan and points in Lebanon, United Arab Republic, Saudi Arabia, Iraq and Kuwait and vice versa.

II. Airlines designated by the Government of the Hashemite Kingdom of Jordan authorized under the present Agreement, are accorded rights as specified in Article 1 of the Agreement in the territory of Denmark on the following routes in both directions:

- a) Jordan via intermediate points to Copenhagen;

b) Jordan via intermediate points to Copenhagen and to points beyond.

III. Points on the routes specified in this Annex may, at the option of the designated airline or airlines, be omitted on any or all flights.

IV. Nothing in paragraphs I or II of this Annex shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

RELATED NOTE

ROYAL DANISH EMBASSY
FOR THE HASHEMITE KINGDOM OF JORDAN

Amman, 7 December 1961

Excellency,

With reference to the Agreement between the Kingdom of Denmark and the Hashemite Kingdom of Jordan relating to Air Services signed this day, I have the honour to notify Your Excellency that, in accordance with article 2 of the Agreement, the Government of Denmark designate Det Danske Luftfartselskab A/S (DDL) forming part of the joint operating organization, Scandinavian Airlines System (SAS), to operate the routes, specified in the Annex paragraph I, to the Agreement.

In this connection I have the honour to confirm, on behalf of my Government, the following understanding:

(1) Det Danske Luftfartselskab A/S (DDL) co-operating with Det Norske Luftfartselskap (DNL) and AB Aerotransport (ABA) under the designation of Scandinavian Airlines System (SAS) may operate the routes for which it has been designated under the Agreement with aircraft, crews and equipment of either or both of the other two airlines.

(2) In so far as Det Danske Luftfartselskab A/S (DDL) employ aircraft, crews and equipment of the other airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment as though they were the aircraft, crews and equipment of Det Danske Luftfartselskab A/S (DDL), and the competent Danish authorities and Det Danske Luftfartselskab A/S (DDL) shall accept full responsibility under the Agreement therefore.

I avail myself of this opportunity to assure Your Excellency of my highest consideration.

Poul Juel JENSEN

Ambassador of H. M. the King of Denmark

To His Excellency Mr. Abdul Magid Mortada
Minister of Communications
Amman