

**No. 13965**

---

**UNITED STATES OF AMERICA  
and  
JORDAN**

**Nonscheduled Air Service Agreement (with annexes). Signed  
at Amman on 21 September 1974**

*Authentic texts: English and Arabic.*

*Registered by the United States of America on 7 May 1975.*

---

**ÉTATS-UNIS D'AMÉRIQUE  
et  
JORDANIE**

**Accord relatif aux transports aériens non réguliers (avec  
annexes). Signé à Amman le 21 septembre 1974**

*Textes authentiques : anglais et arabe.*

*Enregistré par les États-Unis d'Amérique le 7 mai 1975.*

## NONSCHEDULED AIR SERVICE AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

---

The Government of the United States of America and the Government of the Hashemite Kingdom of Jordan:

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;<sup>2</sup>

Desiring to conclude an Agreement to regularize nonscheduled air service opportunities for their citizens between their respective territories in order to promote cultural exchange, tourism, and commerce,

Recognizing the public interest in a viable international air transportation system encompassing all types of air service, and

Desiring to insure the orderly development of such nonscheduled air services consistent with their interest in maintaining a sound system of scheduled air services between their respective territories,

Have agreed as follows:

*Article 1.* For the purpose of this Agreement:

A. "Agreement" shall mean this Agreement, the annexes attached thereto, and any amendments thereto.

B. "Aeronautical authorities" shall mean, in the case of the United States of America, the Federal Aviation Administration with respect to the technical permission, safety and security standards and requirements referred to in articles 3 and 6 B respectively, otherwise the Civil Aeronautics Board, and, in the case of the Hashemite Kingdom of Jordan, the Directorate General of Civil Aviation, or in both cases, any person or agency authorized to perform the functions exercised at present by those authorities.

C. "Carrier" or "carriers" shall mean an air carrier or carriers designated by one Contracting Party in writing to the other Contracting Party to be a carrier which will operate the nonscheduled air services provided for in the Agreement.

D. "Territory" in relation to a State shall mean the land areas under the sovereignty, jurisdiction or trusteeship of that State, and territorial waters adjacent thereto.

E. "Traffic" shall mean such traffic as is specifically authorized in the annexes attached hereto.

F. "Nonscheduled air service" shall mean such air service as is specifically authorized in the annexes attached hereto.

G. "Enplane" shall mean the first taking on board of nonscheduled air service traffic on an aircraft of a carrier.

H. "Deplane" shall mean any debarking of nonscheduled air service traffic from an aircraft of a carrier, but shall not include debarking for nontraffic purposes.

<sup>1</sup> Came into force on 21 September 1974 by signature, in accordance with article 18.

<sup>2</sup> 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; vol. 514, p. 209; vol. 740, p. 21, and vol. 893, p. 117.

I. "Re-enplane" shall mean any taking on board on an aircraft of a carrier of nonscheduled air service traffic which has enplaned and deplaned.

J. "Rates" shall mean all tariffs, tolls, fares, and charges for transportation, and the conditions of carriage, classifications, rules, regulations, practices, and services related thereto.

*Article 2.* A. Each Contracting Party grants to the other Contracting Party the rights specified in the annexes attached hereto for the carriers of the other Contracting Party to enplane, deplane and re-enplane nonscheduled air service traffic.

B. Nothing herein is intended to prevent either Contracting Party from authorizing services not covered by this Agreement.

*Article 3.* A. The service authorized by this Agreement may be inaugurated by a carrier or carriers of one Contracting Party at any time after such Contracting Party has designated the carrier or carriers for services or a particular service under this Agreement and the aeronautical authorities of the other Contracting Party have granted the appropriate operating and technical permission. Such other Contracting Party shall, subject to articles 4 and 6, grant this permission with a minimum of procedural delay provided that a carrier may be required to qualify before the competent aeronautical authorities of that Contracting Party, under the laws and regulations normally applied by such authorities before being permitted to engage in the operations contemplated in this Agreement.

B. Subject to obtaining initial operating authority pursuant to paragraph A of this article, neither Contracting Party shall require any additional operating authorization for individual nonscheduled flights by a carrier so qualified, unless agreed otherwise in the annexes.

*Article 4.* A. Each Contracting Party reserves the right to withhold, suspend or revoke the permission referred to in article 3 of this Agreement with respect to a carrier of the other Contracting Party, or to impose conditions on such permission in the event that:

- 1) Such carrier fails to qualify under the laws and regulations normally applied by the aeronautical authorities of that Contracting Party;
- 2) Such carrier fails to comply with the laws and regulations referred to in article 5 of this Agreement; or
- 3) Such Contracting Party is not satisfied that substantial ownership and effective control of such carrier are vested in nationals of the other Contracting Party.

B. Unless immediate action is essential to prevent infringement of the laws and regulations referred to in article 5 of this Agreement, the right to suspend or revoke such permission shall be exercised only after consultation with the other Contracting Party.

*Article 5.* 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 applied to the aircraft of the carriers of the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from, and while within the territory of the first Contracting Party.

B. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, baggage or crew of aircraft, including regulations and procedures relating to prevention of unlawful interference

with aircraft, entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, baggage or crew of the carrier or carriers of the other Contracting Party upon entrance into or departure from, and while within, the territory of the first Contracting Party.

*Article 6.* A. Certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

B. The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety and security standards and requirements relating to aeronautical facilities, operations, airmen and aircraft, which are maintained and administered by the other Contracting Party. If, following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety and security standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation, they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety and security standards and requirements of the other Contracting Party to standards at least equal to the minimum standards which may be established pursuant to said Convention and the other Contracting Party will take appropriate corrective action. Each Contracting Party reserves the right to withhold or revoke the technical permission referred to in article 3 of this Agreement with respect to a carrier of the other Contracting Party, or to impose conditions on such permission, in the event the other Contracting Party does not take such appropriate action within a reasonable time.

*Article 7.* A. Regulations prescribing the specific service types permitted under this Agreement are identified in annex B.

B. Either Contracting Party may submit to the other Contracting Party proposed new specific types of service for inclusion in an annex to this Agreement. Such proposals shall normally be accompanied by explanatory statements. The other Contracting Party shall either accept the new specific types of service within sixty days of receipt, in which case they shall be incorporated into an annex to the Agreement by an exchange of diplomatic notes, or it shall indicate a willingness to consult promptly with the first Contracting Party.

C. Each Contracting Party may adopt and apply requirements relating to licensing procedures, administrative matters, or the collection of information, such as requirements concerning tariffs, traffic data, manifests and similar matters.

*Article 8.* The volume of nonscheduled air service traffic between the territories of the two Contracting Parties enplaned by the carriers of one Contracting Party in the territory of the other Contracting Party shall be reasonably related to the volume of such traffic enplaned by carriers of the first Contracting Party outside the territory of the other Contracting Party and deplaned in the territory of that other Contracting Party, taking into account the nature of the respective markets.

*Article 9.* A. Nonscheduled air service traffic between the territories of the two Contracting Parties transported by the carriers of one Contracting Party shall not cause substantial impairment of the scheduled air services of the scheduled airlines of the other Contracting Party or of the nonscheduled air services of the carriers of the other Contracting Party.

B. Unless otherwise provided for, neither Contracting Party may impose:

- 1) any requirement that prior approval be obtained for any individual flights or series of flights by a carrier or carriers of the other Contracting Party which has qualified before the competent aeronautical authorities of the first Contracting Party, or
- 2) any restrictions on such carrier or carriers with respect to capacity, frequency, or type of aircraft employed on nonscheduled air services provided for by this Agreement.

*Article 10.* If after review over a period of time the laws or regulations of either Contracting Party or the operations by the carrier or carriers of one Contracting Party performed pursuant to this Agreement appear to the other Contracting Party to constitute substantial impairment of the scheduled or nonscheduled air services of the scheduled airlines or the carriers of the other Contracting Party, then that other Contracting Party may request consultations in accordance with article 15.

*Article 11.* A. The rates to be charged by the carriers of either Contracting Party for carriage to or from the territory of the other Contracting Party shall be reasonable, considering all relevant factors bearing upon the economic characteristics of prescribed nonscheduled air services provided for in this Agreement.

B. Any rate proposed to be charged by a carrier of one Contracting Party for carriage to or from the territory of the other Contracting Party shall, if so required, be filed by such carrier with the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of effectiveness, unless the aeronautical authorities of the Contracting Party with whom the filing is to be made allows that filing to be made on shorter notice. Such rate shall not come into force unless approved or permitted by the aeronautical authorities of that Contracting Party.

C. If the aeronautical authorities of one Contracting Party, upon review of the filing referred to in paragraph B above, are dissatisfied with the rate proposed, the other Contracting Party shall be so informed prior to the expiration of the first fifteen (15) days of the thirty (30) day period referred to in paragraph B above, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

If the procedure set forth in this paragraph is not utilized, the rate shall be deemed to be approved or permitted by the aeronautical authorities of the Contracting Party receiving the filing and shall be allowed to come into force on the proposed date of the effectiveness.

D. If the aeronautical authorities of one Contracting Party, upon review of an existing rate charged for carriage to or from the territory of that Contracting Party by a carrier or carriers of the other Contracting Party, are dissatisfied with that rate, the other Contracting Party shall be so notified and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

E. In the event that an agreement is reached pursuant to the provisions of paragraph C or D, each Contracting Party will exercise its best efforts to put such rate into effect.

F. If:

- 1) under the circumstances set forth in paragraph C, no agreement can be reached prior to the date that such proposed rate would otherwise become effective; or
- 2) under the circumstances set forth in paragraph D, no agreement can be reached prior to the expiration of sixty (60) days from the date of notification,

then the Contracting Party raising the objection may take whatever steps it considers necessary to prevent the inauguration or continuation of the rate with which it is dissatisfied; provided, however, that except with respect to unjustly discriminatory rates, such steps will deal only with traffic enplaned in its own territory.

G. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed and in effect with each Contracting Party, and that no carrier rebates any portion of such rates by any means, directly or indirectly, including the payment of excessive sales commissions to agents.

*Article 12.* A. Each Contracting Party shall exempt the carriers of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation, maintenance, or servicing of aircraft of the carriers of the other Contracting Party. The exemptions granted by this paragraph shall apply to items:

- 1) Introduced into the territory of one Contracting Party by or on behalf of the carriers of the other Contracting Party;
- 2) Retained on board aircraft of the carriers of one Contracting Party during arrival and departure from the territory of the other Contracting Party;
- 3) Taken on board aircraft of the carriers of one Contracting Party in the territory of the other Contracting Party and intended solely for use in international air service;

whether or not such items are used or consumed within the territory of the Contracting Party granting the exemption.

B. The exemptions provided by this article shall also be available in situations where a carrier or carriers of one Contracting Party have entered into arrangements with another airline or airlines (including carriers) for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph A, provided that the other airline or airlines (including carriers) similarly enjoy such exemptions from the other Contracting Party.

*Article 13.* Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international services.

*Article 14.* Neither Contracting Party shall discriminate against a carrier or among carriers of the other Contracting Party doing business or providing services pursuant to this Agreement.

*Article 15.* Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement. Such consulta-

tions should commence as soon as practicable but not later than sixty days from the date of receipt of the request for consultations, unless otherwise agreed by the Contracting Parties.

*Article 16.* A. Any dispute with respect to matters covered by this Agreement not satisfactorily resolved through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

B. Arbitration shall be by a tribunal of three arbitrators constituted as follows:

- 1) One arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a formal request for arbitration. Within a period of ninety (90) days after the date of delivery the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.
- 2) If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party may request the president of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

C. Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal.

D. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

*Article 17.\** Either Contracting Party may at any time notify the other Contracting Party of its intention to terminate this Agreement. This Agreement shall terminate one year after the date of the receipt of such written notice of termination by the other Contracting Party, unless both agree to its withdrawal before the end of that period.

*Article 18.* This Agreement will enter into force on the date it is signed.

---

\* See also paragraph V of annex A.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE in duplicate at Amman in the English and Arabic languages, both texts being equally authentic, this 21st day of September, 1974

*[Signed — Signé]*<sup>1</sup>

For the Government of the United States of America:

*[Signed — Signé]*<sup>2</sup>

For the Government of the Hashemite Kingdom of Jordan:

---

<sup>1</sup> Signed by Thomas R. Pickering — Signé par Thomas R. Pickering.

<sup>2</sup> Signed by Nadim Zarou — Signé par Nadim Zarou.



## ANNEX A

## SPECIFIED RIGHTS

I. *United States of America*

A carrier or carriers of the United States of America, when providing the services prescribed in annex B to this Agreement for the movement of nonscheduled air service traffic to or from a point or points in the territory of Jordan (including transportation by other modes with respect to beyond or behind segments, or intermediate segments on either an outgoing or return leg of a round trip journey), shall be entitled to:

- A. Enplane (and subsequently deplane on return trips) at any point or points in the territory of Jordan nonscheduled air service traffic which is to be deplaned or re-enplaned at any point or points in the territory of the United States or in a third country or countries.
- B. Deplane or re-enplane at any point or points in the territory of Jordan nonscheduled air service traffic which has been enplaned or re-enplaned at any point or points in the territory of the United States or in a third country or countries.

II. *Jordan*

A carrier or carriers of Jordan, when providing the services prescribed in annex B to this Agreement for the movement of nonscheduled air service traffic to or from a point or points in the territory of the United States (including transportation by other modes with respect to beyond segments and segments entirely within the territory of the United States or the territory of Jordan on either an outgoing or return leg of a round trip journey), shall be entitled to:

- A. Enplane (and subsequently deplane on return trips) at any point or points in the territory of the United States nonscheduled air service traffic which is to be deplaned or re-enplaned at any point or points in the territory of Jordan.
- B. Deplane or re-enplane at any point or points in the territory of the United States nonscheduled air service traffic which has been enplaned at any point or points in the territory of Jordan.

III. *Directional Balance of Enplanements*

A. A Contracting Party may require of each carrier of the other Contracting Party that such carrier's enplanements in the territory of the first Contracting Party be matched by its enplanements outside the territory of the first Contracting Party at a one to one ratio of flights. Any flight, either one-way or round-trip (including circle tour and open jaw as round trip), shall be counted as one flight. Flights not under this Agreement may, at the option of the first Contracting Party, be counted towards meeting this requirement.

B. In consideration of the fact that there is no United States or Jordanian airline providing scheduled air service between the two countries, and of the willingness of the Government of Jordan to allow an airline or airlines of the United States to conduct such a service to or through its territory via points in third countries, paragraph A above shall not apply to the first twenty flights by a carrier of Jordan for enplanements in the territory of the United States during any year in which this annex is effective, provided, however, that this exclusion shall continue only during any year in which (1) no Jordanian airline operates any scheduled air service between Jordan and the United States; and (2) the willingness of the Government of Jordan set forth above has not been withdrawn.

#### IV. *Conditions and Interpretations*

A. If either Contracting Party has reason to believe that a pattern of operations by a carrier or carriers of the other Contracting Party has developed inconsistent with the regulations of the first Contracting Party as listed in annex B, it may call for consultations with the other Contracting Party and, following such consultations, if it is not satisfied that operations of the carrier or carriers of the other Contracting Party are consistent with such regulations, it may (article 3 B notwithstanding), require advance filings by such carrier or carriers of applications to conduct flights prescribed in such regulations, and may refuse approval of any proposed flights which appear to be inconsistent with such regulations. Filings necessary to determine charterworthiness may be required at any time.

B. The performance of any otherwise authorized nonscheduled air service by a carrier as an aircraft lessee shall be considered as an operation under this Agreement, subject to conditions which either Contracting Party may establish governing "dry" or "wet" leases. However, operations conducted by a carrier as a lessor of an aircraft shall not be deemed to be within the scope of this Agreement insofar as the lessor is concerned.

C. A carrier may not transport any otherwise eligible group or groups of persons between the United States and Jordan if it has transported or will transport such group or groups on its aircraft to or from any territory other than that of the United States or that of Jordan, even if a separate contract or contracts has been entered into for a prior, subsequent, or intervening nonscheduled or scheduled air service movement, unless third country enplanement, deplanement, and re-enplanement rights are provided for in I or II of this annex, as applicable to such carrier. A carrier may, however, transport between the United States and Jordan any otherwise eligible group of persons which has moved or will move to or from third countries (1) by any mode of transportation other than the aircraft of such carrier, or (2) as individual travellers by any mode of transportation.

#### V. *Effectiveness of Annex A*

This annex shall enter into effect on the date the Agreement is signed and it shall terminate if the Agreement is terminated. In any case, annex A shall terminate on December 31, 1976 unless it is renewed (with or without revision) by the Contracting Parties to the Agreement.

### ANNEX B

#### PREScribed SERVICES

##### I. *Definitions*

For the purpose of providing the services prescribed in this annex:

A. "Nonscheduled air service" shall be limited to "charter air service" permitted hereunder.

B. "Traffic" shall mean passengers, including their accompanied baggage, but shall not include passengers moved under contract to the military authorities of either Contracting Party.

C. "Charter air service" shall mean commercial air transportation of traffic on a time, mileage, or trip basis by a carrier or carriers, where the entire planeload capacity of one or more aircraft has been engaged.

##### II. *Prescribed Service Types*

The following types of charter air services may be performed for enplanements pursuant to this Agreement by carriers in the territories indicated:

<i>Types</i>	<i>Territories</i>
<i>(As set forth in U.S. Civil Aeronautics Board Regulations)</i>	
Single Entity Passenger	United States of America Jordan Territories other than the United States or Jordan
Pro Rata Affinity	
Mixed (Entity/Pro Rata)	
Inclusive Tour	
Study Group	
Overseas Military Personnel	
Travel Group	
Split Charters of the same type or any combination of types specified above	Territories other than the United States or Jordan
<i>As set forth in the rules of the country of origin</i>	
All	

---