

No. 15091

**SWITZERLAND
and
JORDAN**

**Agreement relating to regular air transport (with annex).
Signed at Amman on 19 June 1974**

Authentic texts: French, Arabic and English.

Registered by the International Civil Aviation Organization on 8 November 1976.

**SUISSE
et
JORDANIE**

**Accord relatif aux transports aériens réguliers (avec
annexe). Signé à Amman le 19 juin 1974**

Textes authentiques : français, arabe et anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 8 novembre 1976.

AGREEMENT¹ BETWEEN THE SWISS CONFEDERATION AND THE HASHEMITE KINGDOM OF JORDAN RELATING TO REGULAR AIR TRANSPORT

The Swiss Federal Council and the Government of the Hashemite Kingdom of Jordan, considering that Switzerland and Jordan are Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,²

Desiring to develop international co-operation in the field of air transport, and

Desiring to conclude an agreement for the purpose of establishing regular air services between and beyond their respective territories,

Have appointed plenipotentiaries who, duly authorised to that effect, have agreed as follows:

Article 1. For the purpose of the present Agreement and its Annex:

a) The term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944.

b) The term “aeronautical authorities” means, in the case of Switzerland, the Federal Air Office and, in the case of Jordan, the Civil Aviation Department or in both cases any person or body authorised to exercise the functions presently assigned to the said authorities.

c) The term “designated airline” means an airline which one Contracting Party has designated, in accordance with Article 3 of the present Agreement, for the operation of the agreed air services.

Article 2. 1. Each Contracting Party grants the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing air services on the routes specified in the schedules of the Annex to the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes”.

2. Subject to the provisions of the present Agreement the airline designated by each Contracting Party shall enjoy, while operating international services:

a) the right to fly without landing across the territory of the other Contracting Party;

b) the right to make stops in the said territory for non-traffic purposes;

c) the right to take up and set down in the said territory, at the points specified in the Annex, international traffic of passengers, cargo and mail.

Article 3. 1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of both Contracting Parties.

¹ Applied provisionally on 19 June 1974, the date of signature, and came into force on 2 March 1976, the date on which the Contracting Parties notified each other of the fulfilment of their constitutional formalities, in accordance with article 19.

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; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; and vol. 958, p. 217.

2. The Contracting Party which has received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the designated airline of the other Contracting Party the necessary operating authorisation.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the convention.

4. Each Contracting Party shall have the right not to grant the operating authorisation referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary for the exercise by the designated airline of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party has no proof that a preponderant part of the ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. Having received the operating authorisation, provided for under paragraph 2 of the present Article, the designated airline may begin at any time to operate the agreed services, provided that tariffs established in accordance with the provisions of Article 10 of the present Agreement are in force with respect to such services.

Article 4. 1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, if

- a) it has no proof that a preponderant part of the ownership and effective control of the said airline are vested in the Contracting Party designating the airline or in its nationals, or
- b) the said airline has failed to comply with the laws or regulations of the Contracting Party granting these rights, or
- c) the said airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement and its Annex.

2. Unless revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article be immediately necessary to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5. 1. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services between the territories of the Contracting Parties.

2. The designated airline of each Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party so as not to unduly affect the agreed services of the latter airline.

3. The capacity of transport offered by the designated airlines shall be adapted to traffic demands.

4. The main objective of the agreed services shall be to provide capacity corresponding to traffic demands between the territory of the Contracting Party which has designated the airline and the points served on the specified routes.

5. The right of each of the designated airlines to carry international traffic between the territory of the other Contracting Party and the territories of third countries, shall be exercised in conformity with the general principles of normal development to which both Contracting Parties subscribe and subject to the condition that the capacity shall be adapted:

- a) to traffic demands from and to the territory of the Contracting Party which has designated the airline;
- b) to traffic demands of the areas through which the service passes, local and regional services being taken into account;
- c) to the requirements of an economical operation of the agreed services.

Article 6. 1. Aircraft operated on international services by the designated airline of one Contracting Party, as well as their normal equipment, supplies of fuel and lubricants and aircraft stores, including food, beverages and tobacco, carried on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and other duties or taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported.

2. Shall also be exempt from the same duties, fees and taxes, with the exception of charges corresponding to the services rendered:

- a) aircraft stores taken on board in the territory of one Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and intended for use on board aircraft operated on an international service by the designated airline of the other Contracting Party;
- b) spare parts and normal board equipment imported into the territory of one of the Contracting Parties for the maintenance or repair of aircraft operated on international services;
- c) fuel and lubricants destined for the designated airline of the other Contracting Party to supply aircraft operated on international services, 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 have been taken on board.

3. The normal board equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airline of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such a territory. In such a case, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 7. Passengers, baggage and cargo in transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 8. 1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and

sanitary measures shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Each Contracting Party undertakes not to grant any preferences to its own airlines with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for by the present Article.

4. When utilizing the airports and other facilities offered by one Contracting Party, the designated airline of the other Contracting Party shall not have to pay fees higher than those which have to be paid by national aircraft operating on scheduled international services.

5. The designated airline of one Contracting Party shall have the right to maintain representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff.

Article 9. 1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognised as valid by the other Contracting Party.

2. Each Contracting Party reserves its rights, however, not to recognise as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

Article 10. 1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines.

2. The tariffs referred to in paragraph 1 of the present Article shall, if possible, be established by mutual agreement by the designated airlines of both Contracting Parties and after consultation with the other airlines operating over the whole or part of the same route. The designated airlines shall, wherever possible, reach such an agreement through the rate-fixing procedure established by the international body which formulates proposals in this matter.

3. The tariffs so agreed shall be submitted for approval to 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, or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to determine the tariffs by mutual agreement.

5. In case of disagreement a dispute shall be submitted to arbitration as provided for in Article 15 hereafter.

6. Established tariffs shall remain in force until new tariffs are fixed in accordance with the provisions of this Article or Article 15 of this Agreement but not longer than twelve (12) months from the day of expressed disapproval by the aeronautical authorities of one of the Contracting Parties.

Article 11. Each Contracting Party undertakes to guarantee the designated airline of the other Contracting Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure realised in its territory in due proportion to

the carriage of passengers, baggage, cargo and mail by the said designated airline. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

Article 12. The aeronautical authorities of the Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to the amount of traffic carried on the agreed services.

Article 13. 1. Each Contracting Party or its aeronautical authorities may at any time request a consultation with the other Contracting Party or with its aeronautical authorities.

2. Consultation requested by one of the Contracting Parties or their aeronautical authorities shall begin within sixty (60) days from the date of receiving such a request.

Article 14. 1. Any modification of the present Agreement shall enter into force when the two Contracting Parties will have notified each other of the fulfilment of their constitutional procedures relating to the conclusion and the entering into force of international agreements.

2. Modifications to the Annex of the present Agreement may be agreed upon directly between the aeronautical authorities of the Contracting Parties. They shall enter into force after having been confirmed by an exchange of diplomatic notes.

Article 15. 1. Any dispute between the Contracting Parties relating to the interpretation or application of the present Agreement, which cannot be settled by direct negotiations or through diplomatic channels, shall, on the request of either Contracting Party, be submitted to an arbitral tribunal composed of three members.

2. In such a case, each Contracting Party shall nominate an arbitrator and the two arbitrators shall appoint a third arbitrator, national of a third State, as president. If within a period of two months from the date one of the Contracting Parties has nominated an arbitrator, the other Contracting Party has not nominated its own, or, if within the month following the nomination of the second arbitrator, the arbitrators so nominated have not agreed on the appointment of the president, each Contracting Party may request the president of the Council of the International Civil Aviation Organization to proceed with the necessary nominations.

3. The arbitral tribunal shall determine its own procedure and decide on the distribution of the cost of the procedure.

4. The Contracting Parties undertake to comply with any decision delivered in application of the present Article.

Article 16. The present Agreement and its possible modifications shall be registered with the International Civil Aviation Organization.

Article 17. The present Agreement and its Annex shall be amended so as to be in accordance with any multilateral convention which may become binding on both Contracting Parties.

Article 18. 1. Each Contracting Party may at any time notify the other Contracting Party of its decision to terminate the present Agreement; such notification shall simultaneously be communicated to the International Civil Aviation Organization.

2. The notice of termination shall become effective at the termination of the time-table period during which a period of twelve (12) months will have elapsed, unless it is withdrawn by mutual agreement before this period expires.

3. In default of acknowledgement of the receipt of a termination notification by the other Contracting Party, the notification shall be deemed to have been received fourteen (14) days after the date on which it is received by the International Civil Aviation Organization.

Article 19. The present Agreement shall apply provisionally from the date of its signature, it shall enter into force when the Contracting Parties have reciprocally been notified of the fulfilment of their constitutional formalities with regard to the conclusion and the entering into force of international agreements.

IN WITNESS WHEREOF the plenipotentiaries of the two Contracting Parties have signed the present Agreement.

DONE at Amman in duplicate this June 19, 1974, in the French, Arabic and English languages, the three texts being equally authentic. In the event of a dispute the English text shall prevail.

For the Swiss
Federal Council:

[Signed — Signé]¹

For the Government
of the Hashemite Kingdom
of Jordan:

[Signed — Signé]²

A N N E X

ROUTE SCHEDULES

ROUTE SCHEDULE I. *Routes on which air services may be operated by the designated airline of Switzerland*

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Jordan</i>	<i>Points beyond</i>
Switzerland	Vienna Athens Saloniki Istanbul Nicosia Beirut Damascus	Amman	Bahrain Doha Abu Dhabi Muscat Karachi Bombay or Delhi

¹ Signed by Pierre Dumont—Signé par Pierre Dumont.

² Signed by Nadim Zarou—Signé par Nadim Zarou.

**ROUTE SCHEDULE II. Routes on which air services may be operated
by the designated airline of the Hashemite Kingdom of Jordan**

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Switzerland</i>	<i>Points beyond</i>
Jordan	Beirut Nicosia Istanbul Sofia Belgrade Vienna Rome	One point	Frankfurt Brussels Amsterdam Copenhagen Paris London

NOTES. 1. Any or some points on the specified routes may, at the option of the designated airlines, be omitted on all or part of flight.

2. Points on any of the specified routes need not necessarily be served in the order on which they are specified.

3. The designated airline of one or other Contracting Party shall have the right to terminate any of its agreed services in the territory of the other Contracting Party.

4. Each designated airline shall have the right to serve points not mentioned on condition that no traffic rights are exercised between these points and the territory of the other Contracting Party.

5. Each service shall be flown on a reasonably direct route.