No. 15482

BRAZIL
and
JORDAN

Air Transport Agreement (with annex, route schedule and protocol of signature). Signed at Brasília on 5 November 1975

Authentic texts: Portuguese and English.
Registered by Brazil on 24 February 1977.

BRÉSIL
et
JORDANIE

Accord relatif aux transports aériens (avec annexe, tableau des routes et protocole de signature). Signé à Brasília le 5 novembre 1975

Textes authentiques : portugais et anglais.
Enregistré par le Brésil le 24 février 1977.

AIR TRANSPORT AGREEMENT[1] BETWEEN THE HASHEMITE KINGDOM OF JORDAN AND THE FEDERATIVE REPUBLIC OF BRAZIL

The Government of the Hashemite Kingdom of Jordan and the Government of the Federative Republic of Brazil,

Having decided to conclude an Agreement on regular air transport between the two countries, have appointed their duly authorized representatives for this purpose, who have agreed on the following provisions:

Article 1. The Contracting Parties reciprocally grant each other the rights specified in the present Agreement and its Annex, in order that the international air service specified herein, which will be referred to hereafter as "agreed services", may be established.

Article 2. 1. Any of the agreed services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which the rights have been granted, but not before:

a) the Contracting Party to which the rights have been granted shall have designated an airline of its nationality for the specified route or routes;

b) the Contracting Party granting the rights shall have issued the necessary operating permit to the designated airline, in compliance with the provisions set forth in paragraph 2 of this article and in article 6.

2. The airline designated by one of the Contracting Parties may be called upon to prove to the aeronautical authorities of the other Contracting Party that it is able to satisfy the requirements prescribed by the laws and regulations normally applied by such authorities to the operation of international airlines.

3. The Contracting Parties reserve the right to substitute the originally designated airline or airlines by other national airlines, giving advance notice to the other Contracting Party. All the provisions of the present Agreement and its Annex shall apply to the newly designated airline.

Article 3. 1. In order to avoid discriminatory practices and to ensure equal treatment, it is agreed that:

I. The charges and fees that either of the Contracting Parties imposes or allows to be imposed on the airline or airlines designated by the other Contracting Party for the use of airports and other facilities shall not be higher than the charges and fees paid by its national aircraft engaged in similar international services for the use of such airports and facilities.

II. Fuels, lubricating oils and spare parts brought into the territory of one Contracting Party or placed on board the aircraft of the other Contracting Party in said territory, whether directly by an airline designated by the latter Contracting Party, whether on the account of said airline for the sole use of its own aircraft in the agreed services, shall enjoy the same treatment granted to the national airlines

[1] Came into force provisionally on 5 November 1975, the date of signature, in accordance with article 15 (2), and definitively on 24 May 1976, the date of the last of the notifications by which the Contracting Parties informed each other, through diplomatic channels, of the completion of the necessary constitutional formalities, in accordance with article 15 (1).

engaged in international transportation, with respect to customs duties, inspection fees and/or other national duties and charges.

III. Aircrafts of one of the Contracting Parties used in the operation of the agreed services, and fuels, lubricating oils, standard equipment and spare parts for the upkeep and repair of the aircraft, as well as aircraft supplies, including food, beverages and tobacco, retained on board, shall be exempt from customs duties, inspection fees and similar duties or fees in the territory of the other Contracting Party, even though used or consumed in flights within such territory.

2. The goods mentioned in the above paragraph and enjoying the exemption established therein may not be unloaded from the aircraft within the territory of the other Contracting Party without the consent of its customs authorities, and when not used by the airlines themselves shall be subject to the control of such authorities.

3. Passengers, luggage and merchandise in transit through the territory of one Contracting Party and remaining in the airport area reserved for them shall be subject only to the control established for that area. Luggage and merchandise in direct transit shall be exempt from customs duties, fees and charges.

Article 4. Certificates of airworthiness, certificates of competency and licenses issued or revalidated by the aeronautical authorities of either of the Contracting Parties and still in effect shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. The Contracting Parties reserve the right, however, of refusing to recognize certificates of competency and licenses granted to their own nationals by authorities of the other Contracting Party or by another State for purposes of flight over their own territory.

Article 5. 1. The laws and regulations of one Contracting Party pertaining to the entry into its territory, layover and departure therefrom of aircraft employed in international air navigation, or pertaining to the operation and navigation of such aircraft within its own territory shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party.

2. The laws and regulations of one Contracting Party pertaining to the admission of passengers, aircraft crew or cargo, and concerning entry, clearance, immigration, passports, customs and quarantine, shall be applied to passengers, crew and cargo of aircraft of the airline designated by the other Contracting Party, while in the territory of the first Contracting Party.

Article 6. 1. Each of the Contracting Parties reserves the right to withhold the operating license of an airline designated by the other Contracting Party when it has not been proved to its satisfaction that substantial ownership and effective control of said airline are in the hands of nationals of the Contracting Party.

2. The airline designated may be fined by the authorities of the other Contracting Party under the terms of its legal operating permission or have its operating license totally or partially suspended for a period from one to three months:

a) in cases of non-compliance with laws and regulations specified in Article 5 of this Agreement, and other governmental norms established for the functioning of the designated airlines;

b) when the aircrafts employed in the agreed services are not manned by nationals of one or another of the Contracting Parties, except in cases of training of flight personnel by instructors duly authorized by the responsible agencies of the Contracting Party which designated the airline, and during the training period.

3. In cases of recurrence of the violations referred to in the above item, the license may be revoked.

4. The revocation referred to in items 1 and 3 of this Article may only be effected after consultation with the other Contracting Party. The consultation should be initiated within sixty (60) days of the respective notification.

Article 7. The aeronautical authorities of the two Contracting Parties shall maintain permanent contact to guarantee close cooperation on all questions dealt with in the present Agreement, in order that they may be satisfactorily carried out.

Article 8. 1. If either of the Contracting Parties considers it desirable to modify any of the terms of the Annex to this Agreement, it may request a consultation between the aeronautical authorities of both Parties, such consultation to be initiated within sixty days of the respective notification.

2. The results of the consultation shall become effective after confirmation by exchange of notes through diplomatic channels.

Article 9. 1. Disputes between the Contracting Parties concerning the interpretation or application of the present Agreement and its Annex which cannot be settled by means of negotiation or direct consultation shall be submitted to judicial arbitration, in accordance with the procedures set forth in Article 85 of the Convention on International Civil Aviation concluded in Chicago on December 7th, 1944,[1] as to the composition and functioning of the respective tribunal.

2. The Contracting Parties shall engage their best efforts in the carrying out of the judicial decision.

Article 10. Whenever a multilateral air convention accepted by both Contracting Parties becomes effective, the present Agreement shall be modified so that its provisions shall comply with those of the new convention.

Article 11. The present Agreement and its Annex, as well as any further pertinent acts which may complement or modify them, shall be registered with the International Civil Aviation Organization.

Article 12. Either of the Contracting Parties may, at any time, notify the other Contracting Party of its intention to terminate the present Agreement, making a simultaneous communication of its purpose to the International Civil Aviation Organization. The termination of the present Agreement shall become effective 12 (twelve) months after receipt of the notice by the other Contracting Party, unless it is withdrawn by mutual consent of the Parties before expiration of said period. If receipt of the notice is not acknowledged by the Contracting Party to which it is addressed, such notice shall be deemed to have been received 14 (fourteen) days after its receipt by the International Civil Aviation Organization.

Article 13. The present Agreement supersedes all licenses, privileges and concessions in existence on the date when it becomes effective and that have been granted for any reason by one of the Contracting Parties to the airline of the other Contracting Party.

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[1] 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; vol. 958, p. 217, and vol. 1008, p. 213.

Article 14. For the purpose of the present Agreement and its Annex:

a) the term "aeronautical authority" means, in the case of the Hashemite Kingdom of Jordan, the Directorate of Civil Aviation and, in the case of the Federative Republic of Brazil, the Minister of Aeronautics or, in both cases, whatever person or agency is legally authorized to perform the functions which they now exercise;

b) the term "designated airline" refers to whatever airline that one of the Contracting Parties may have selected to operate the agreed services and regarding which written communication shall have been made by the aeronautical authorities of the other Contracting Party, according to Article 2, paragraph 1, item *b*, of the present Agreement;

c) the expression "territory" shall have the same meaning as that given to it by Article 2 of the Convention on International Civil Aviation, concluded in Chicago on December 7th, 1944;

d) the definitions of "airline", "air service", "international air service" and "stops for non-commercial purposes" are the same as those contained in Article 96 of the above-mentioned Convention on International Civil Aviation.

Article 15. 1. Each of the Contracting Parties shall notify the other, through diplomatic channels, of the completion of such constitutional formalities as may be necessary in order that the present Agreement may come into force. The Agreement shall come into force on the date of the last of such notices.

2. However, the Agreement will come into force on the date of its signature, provisionally, within the limits of the administrative powers of the respective aeronautical authorities.

DONE at Brasília, on the fifth day of November, 1975, in two originals, in English and Portuguese, both equally authentic.

For the Government
of the Hashemite Kingdom of Jordan:
HISHAM AL-SHAWA

For the Government
of the Federative Republic of Brazil:
ANTONIO F. AZEREDO DA SILVEIRA

ANNEX

SECTION I

1. The Contracting Parties grant each other the right to operate the agreed services, on the routes and landing points specified in the Routes Schedules attached hereto, by designated airline or airlines and according to the conditions set forth in this Annex.

SECTION II

1. Under the conditions provided in the present Agreement and in this Annex, each Contracting Party grants to the airlines designated by the other Contracting Party and for the purpose of operating the agreed services on the specified routes the following rights:

a) the right of embarkation and disembarkation of passengers, cargo and mail whose point of origin or destination is in the territory of the Contracting Party;

b) the right of embarkation and disembarkation of passengers, cargo and mail of international traffic, travelling to or from landing points in third countries, included in the Routes Schedule other than those of the Contracting Parties.

2. Each Contracting Party authorizes the overflight of its territory by the airline or airlines designated by the other Contracting Party, with or without technical landings at stops included in the Routes Schedule.

3. The carrying out of the items above is subject to the conditions set forth in Section III below.

SECTION III

1. The agreed services shall have as their fundamental purpose the supply of an adequate capacity to the traffic demand.

2. The exploitation of such services, principally the operation of routes or sections of routes common to both the Contracting Parties, shall take into account the interests of the designated airlines, in order that the services performed by any of them shall not be unduly affected. Once the principles of reciprocity are ensured, a just and equitable treatment shall be granted to the designated airlines of the two Contracting Parties in order that they may operate the air services on the routes specified in the Schedules attached on equal conditions.

3. The right of an airline designated by one of the Contracting Parties to embark and disembark, at specified points and routes, international traffic proceeding to or from countries other than those of the Contracting Parties shall be exercised in such a way that the capacity shall be equal to:

a) the traffic need between the country of origin and those of destination;

b) the requirements of an economical operation of the agreed services;

c) the existing traffic demand in the regions covered by the services, with due respect to the interest of local and regional services.

SECTION IV

1. The Aeronautical Authorities of the Contracting Parties shall consult each other at the request of either one, in order to determine whether the principles enunciated in Section III are being observed by the designated airlines, and particularly to avoid the diverting of an unjust portion of traffic from one of the said airlines.

2. The Aeronautical Authorities of either of the Contracting Parties shall, at the request of the Aeronautical Authorities of the other Contracting Party, periodically or at any time, supply the statistics that may be reasonably requested, for verification as to how the capacity provided by the airline or airlines designated by the other Contracting Party is being used for the agreed services. These statistics should contain all the elements necessary to determine the volume of traffic, as well as its point of origin and destination.

SECTION V

1. The rates to be charged by the designated airlines of one Contracting Party in payment for transportation of passengers and cargo proceeding to or from the territory of the other Contracting Party shall be set at reasonable levels, due consideration being given to all relevant factors, including the operating cost, characteristics of the service, reasonable profit and the rates charged by other airlines on the same or similar routes, observing as far as possible the mechanism adopted by the International Air Transport Association (IATA).

2. The rates thus established shall be submitted to the approval of the Aeronautical Authorities of the other Contracting Party at least thirty (30) days before the date they should become effective; in special cases, this period may be shortened, if said Authorities should so agree.

3. If, for any reason, a particular tariff cannot be determined according to the foregoing provisions, or if during the first fifteen (15) days of the period either of the Contracting Parties notifies the other of its disapproval of any tariff that shall have been submitted to it, the Aeronautical Authorities of the Contracting Parties shall undertake to determine such tariff at a meeting called for consultation.

4. The tariffs established according to the provisions of this Section shall remain in effect until new tariffs are established according to these same provisions.

5. The tariffs charged by the designated airlines of one of the Contracting Parties, when serving points common to both Parties or points included on routes common to both, between the territory of one Contracting Party and third countries, shall not be lower than those charged by the airlines of the other Party for the performance of identical services.

6. The airlines designated by one Contracting Party may not, themselves or through any intermediary, directly or indirectly, grant discounts, abatements, or any reductions of rates in effect, excepting those provided for in the resolutions approved by the Contracting Parties.

SECTION VI

The time-tables (schedules) shall indicate the type, model and configuration of the aircraft employed as well as the frequency of services and landing points and shall be submitted by the designated airlines of each Contracting Party to the Aeronautical Authorities of the other Contracting Party at least thirty (30) days before the date on which they are due to become effective. Such time-tables shall be approved within the above-mentioned period, unless they involve alteration of landing points or capacity, in disagreement with what is specified in this Annex.

SECTION VII

1. The following alteration of routes shall not be dependent upon advance notice between the Contracting Parties, the respective communication from one Aeronautical Authority to the other being sufficient:

a) inclusion or suppression of landing points in the territory of the Contracting Party which designated the airline;

b) omission of landing points in the territory of third countries.

2. The alteration of agreed routes by inclusion of a landing-point not provided for in the Route Schedule, outside of the territory of the Contracting Party which designates the airline shall be subject to previous agreement between the Aeronautical Authorities of both Parties.

Brazilian Route Schedule

Initial points	*Intermediate points* (1)	*Points in Jordan*	*Points beyond* (1)
A (2) Points in the Brazilian Territory	Two points in Western Africa (3) One point in Central Africa (3) One point in Eastern Africa (3)	Amman	Teheran, New Delhi or Tokyo
B (2) Points in the Brazilian Territory	One point in Western Africa (3) Alger Tunis Tripoli Cairo	Amman	Teheran, New Delhi or Tokyo

NOTE

(1) The suspension of scales is regulated by Section VII of the Annex
(2) A selection of one of the routes mentioned above implies a cancellation of the other route
(3) The Parties will fix the points before starting the operation of the services.

Jordanian Route Schedule

Initial points	*Intermediate points (1)*	*Points in Brazil*	*Points beyond (1)*
A (2)			
Points in the Jordanian Territory	Cairo Lagos Accra or Abidjan Dakar	Rio de Janeiro and/or São Paulo	Montevideu or Buenos Aires Santiago
B (2)			
Points in the Jordanian Territory	Cairo Tripoli Benghazi or Tunis Alger Dakar	Rio de Janeiro and/or São Paulo	Montevideu or Buenos Aires Santiago

NOTE

(1) The suspension of scales is regulated by Section VII of Annex

(2) The selection of one of the routes mentioned above implies a cancellation of the other.

PROTOCOL OF SIGNATURE

In the course of the negotiations that ended with the signature of an Air Transport Agreement between Jordan and Brazil, the Representatives of the Contracting Parties agreed to the following:

1. With reference to the foreign crew members operating the agreed services, the designated Jordanian and Brazilian airlines will submit to the Jordanian or Brazilian Aeronautical Authorities, as the case may be, a complete list stating name, nationality, post, type and number of the license and the name of the authority who issued said license. Except for any notification to the contrary on the part of the Jordanian or Brazilian authorities, the crew members will be able to operate the agreed services.

2. The arrangements for remittances of balances owed by the designated airlines of the Contracting Parties will be in accordance with the exchange control practices of the two Contracting Parties, which at present afford full facilities for the remittance of balances from such transactions.

The Aeronautical Authorities will endeavour their best efforts through appropriate channels, aiming to the celebration of a bilateral agreement on exemption of double taxation.

Brasília, November 5, 1975.

For the Government of the Hashemite Kingdom of Jordan:
HISHAM AL-SHAWA

For the Government of the Federative Republic of Brazil:
ANTONIO F. AZEREDO DA SILVEIRA