

No. 17883

**AUSTRIA
and
JORDAN**

**Air Transport Agreement (with annex). Signed at Vienna
on 16 June 1976**

Authentic texts: English and German.

Registered by the International Civil Aviation Organization on 2 July 1979.

**AUTRICHE
et
JORDANIE**

**Accord relatif au transport aérien (avec annexe). Signé à
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Textes authentiques : anglais et allemand.

*Enregistré par l'Organisation de l'aviation civile internationale le 2 juillet
1979.*

AIR TRANSPORT AGREEMENT¹ BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

The Austrian Federal Government 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, 1944,²

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing scheduled and non-scheduled air services between and beyond their respective territories,

Have agreed as follows:

Article 1. DEFINITIONS

For the purpose of the present Agreement, unless the context otherwise requires:

a) The term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or of the Convention under articles 90 and 94 thereof so far as those annexes and amendments have been adopted by both Contracting Parties;

b) The term "aeronautical authorities" means, in the case of the Austrian Federal Government, the Federal Ministry of Communications and, in the case of the Government of the Hashemite Kingdom of Jordan, the Department of Civil Aviation, or any other authority legally empowered to perform the functions exercised now by the said authorities;

c) The term "designated airline" means an airline which has been designated and authorized in accordance with article 3 of the present Agreement;

d) The term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty of that State;

e) The term "air service" means any scheduled or non-scheduled air service performed by aircraft for the public transport of passengers, mail or cargo;

f) The terms "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in article 96 of the Convention;

g) "Capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; and

h) "Capacity" in relation to "agreed service" means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and route or section of a route.

¹ Came into force on 23 July 1977, i.e., 60 days after the date of the exchange of diplomatic notes (effected at Berne on 24 May 1977) stating that the required legal formalities had been complied with, in accordance with article 18.

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; vol. 958, p. 217, and vol. 1008, p. 213.

Article 2. TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled and/or non-scheduled international air services on the routes specified in accordance with the annex to the present Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. The airlines designated by each Contracting Party shall enjoy for the conduct of air services 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; and
- c) To make stops in the said territory at the points on the specified routes for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

2. Nothing in paragraph 1 of this article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3. NECESSARY AUTHORIZATIONS

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 4 and 5 of this article, without delay grant to the designated airline the appropriate operating authorizations.

3. Each Contracting Party shall have the right, by written notification to the other Contracting Party, to withdraw the designation of an airline and to designate another one.

4. The aeronautical authorities of one Contracting Party may require the 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.

5. Each Contracting Party shall have the right to refuse to grant the operating authorization 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 2 of the present Agreement, 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.

6. When an airline has been so designated and authorized, it may at any time begin to operate the agreed services, provided that a tariff established in accordance with the provisions of article 10 of the present Agreement is in force and an agreement in accordance with the provisions of article 5 of the present Agreement has been reached in respect of that service.

Article 4. SUSPENSION AND REVOCATION

1. Each Contracting Party shall have the right to revoke the operating authorization or to suspend the exercise of the rights specified in article 2 of the pres-

ent Agreement by the 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 the laws or regulations, such rights shall be exercised only after consultation with the other Contracting Party. In such case the consultations shall begin within a period of twenty (20) days from the date of request made by either Contracting Party for consultations.

Article 5. CAPACITY REGULATIONS

I. Scheduled air services

1. The capacity to be operated on the agreed scheduled air services shall bear close relationship, at a reasonable load factor, to the traffic demand for the carriage of traffic originating in the territory of each Contracting Party and destined for the territory of the other Contracting Party.

2. In order to achieve a fair and equal treatment of the designated airlines, the airlines have to agree in time the frequencies of their scheduled services, the types of aircraft to be used and the flight schedules, including the days of operation as well as the estimated times of arrival and departure.

3. The schedules so agreed shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least thirty (30) days before the proposed date of their introduction. In special cases, this time limitation may be reduced subject to the consent of the said authorities.

4. If the designated airlines cannot agree on the schedules mentioned above, the aeronautical authorities of the Contracting Parties shall endeavour to settle the problem.

5. Subject to the provisions of this article, no timetable shall come into force, if the aeronautical authorities of the Contracting Parties have not approved it.

6. The timetables established in accordance with the provisions of this article shall remain in force until new timetables have been established in accordance with the provisions of this article.

II. Non-scheduled air services

1. The traffic volume shall be agreed between the designated airlines of the Contracting Parties so as to ensure an equal share of the offered capacity.

2. Such agreement shall be submitted to the aeronautical authorities of both Contracting Parties for approval within a period to be agreed upon between the said aeronautical authorities.

3. The airline designated by each Contracting Party may assign the whole or part of its share of the non-scheduled services program to other airlines registered in the territory of one of the Contracting Parties.

Article 6. APPLICABILITY OF LAWS AND REGULATIONS

1. 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 airline designated by 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.

2. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew or cargo of aircraft, including regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by or on behalf of such passengers, crew or cargo of the airline of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

Article 7. RECOGNITION OF CERTIFICATES AND LICENSES

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 agreed services. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid by another State.

Article 8. EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international services by the airline designated by each Contracting Party, as well as their regular equipment supplies of fuels and lubricants and the 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 shall 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:

- 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 the aircraft engaged on a specified route 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 a specified route by the designated airline of the other Contracting Party;
- c) Fuel and lubricants destined to supply aircraft operated on a specified route by the designated airline 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.

3. 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 re-exported or otherwise disposed of in accordance with customs regulations.

Article 9. DIRECT TRANSIT TRAFFIC

Passengers in transit across the territory of either Contracting Party shall not be subject to control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 10. TRANSPORT TARIFFS

1. The tariffs to be charged by the airline of one Contracting Party for the 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, characteristics of service (such as standards of speed and accommodation).

2. The tariffs referred to in paragraph 1 of this article shall be agreed by the designated airlines of both Contracting Parties.

3. Agreements according to paragraph 2 above may, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

4. 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 consent of said authorities.

5. If the designated airline cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with paragraph 2 of this article, or if during the first fifteen (15) days of the thirty (30) days' period referred to in paragraph 4 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 Party shall endeavour to agree upon the tariffs.

6. 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 11. TRANSFER OF NET REVENUES

Each Contracting Party grants to the designated airline of the other Contracting Party the right to remit to its head office the excess over expenditure of receipt earned in the territory of the first Contracting Party without restrictions. The procedure for such remittance, however, shall be in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

Article 12. AIRPORT AND SIMILAR CHARGES

The charges imposed by either Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party shall not be higher than those paid by any foreign carrier operating international services.

Article 13. REPRESENTATION, TICKETING AND SALES PROMOTION

1. The designated airline of each Contracting Party shall have an equal opportunity to employ, subject to the laws and regulations of the other Contracting Party, the technical and commercial personnel for the performance of the agreed services on the specified routes and to establish and operate offices in the territory of the other Contracting Party.

2. The designated airlines of each Contracting Party shall further have an equal opportunity to issue all kinds of documents of carriage and to advertise and to promote sales in the territory of the other Contracting Party.

Article 14. CONSULTATIONS AND MODIFICATIONS

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

2. If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement, it may request consultation with the other Contracting Party; such consultation, which may be between the aeronautical authorities and which may be through discussion or by correspondence, shall begin within the period of sixty (60) days of the date of request.

Any modifications so agreed shall come into force sixty (60) days after they have been confirmed by an exchange of diplomatic notes.

3. Modifications to the annex shall be agreed between the appropriate authorities of the Contracting Parties and shall come into force sixty (60) days after the date of an exchange of diplomatic notes.

Article 15. SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this 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 (60) 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 any 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 decisions given under paragraph 2 of this article.

Article 16. TERMINATION

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 17. REGISTRATION

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 18. COMING INTO FORCE

The present Agreement shall come into force sixty (60) days after the exchange of diplomatic notes, stating that the formalities required by the national legislation of each Contracting Party have been completed.

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

DONE in duplicate at Vienna this day of 16th June 1976.

For the Austrian Federal Government:

E. BIELKA

For the Government of the Hashemite Kingdom of Jordan:

ABA ZEID

ANNEX

I. SCHEDULED AIR SERVICES

A. The airline designated by the Austrian Federal Government shall be entitled to operate scheduled air services in both directions on the routes specified hereafter:

- | | |
|--|---|
| 1. <i>Points of Origin</i> | 2. <i>Point in the territory of the Hashemite Kingdom of Jordan</i> |
| Points in the territory of the Republic of Austria | Amman |

B. The airline designated by the Government of the Hashemite Kingdom of Jordan shall be entitled to operate scheduled air services in both directions on the routes specified hereafter:

- | | |
|--|---|
| 1. <i>Points of Origin</i> | 2. <i>Point in the territory of the Republic of Austria</i> |
| Points in the territory of the Hashemite Kingdom of Jordan | Vienna |

C. Intermediate points and points beyond may be served by the designated airline of each Contracting Party.

II. NON-SCHEDULED AIR SERVICES

A. The airline designated by the Austrian Federal Government shall be entitled to operate non-scheduled air services in both directions on the routes specified hereafter:

- | | |
|--|--|
| 1. <i>Points of Origin</i> | 2. <i>Points of Destination</i> |
| Points in the territory of the Republic of Austria | Points in the territory of the Hashemite Kingdom of Jordan |

B. The airline designated by the Government of the Hashemite Kingdom of Jordan shall be entitled to operate non-scheduled air services in both directions on the routes specified hereafter:

- | | |
|--|--|
| 1. <i>Points of Origin</i> | 2. <i>Points of Destination</i> |
| Points in the territory of the Hashemite Kingdom of Jordan | Points in the territory of the Republic of Austria |

C. Intermediate points and points beyond may be served by the designated airline of each Contracting Party without exercising fifth freedom traffic rights.
