

No. 21933

**FINLAND
and
JORDAN**

**Agreement on the international transport of passengers and
goods by road. Signed at Amman on 17 September 1980**

Authentic texts: Finnish, Arabic and English.

Registered by Finland on 10 June 1983.

**FINLANDE
et
JORDANIE**

**Accord relatif au transport international de voyageurs et de
marchandises par route. Signé à Amman le 17 sep-
tembre 1980**

Textes authentiques : finnois, arabe et anglais.

Enregistré par la Finlande le 10 juin 1983.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN ON THE INTERNATIONAL TRANSPORT OF PASSENGERS AND GOODS BY ROAD

The Government of the Republic of Finland and the Government of the Hashemite Kingdom of Jordan hereinafter called "Contracting Parties":

Desiring to facilitate the international transport of passengers and goods by road between their two countries and in transit through their territories;

Have agreed as follows:

CHAPTER I. DEFINITIONS

Article 1. For the purposes of this Agreement:

1. The term "carrier" shall mean any physical or legal person, who in either the Republic of Finland or the Hashemite Kingdom of Jordan, is authorised in accordance with the relevant national laws and regulations to engage in the international transport of passengers and/or goods by road for hire or reward or on his own account, and references to a carrier of a Contracting Party shall be construed accordingly;

2. The term "passenger vehicle" shall mean any mechanically propelled road vehicle which is:

- a) Constructed or adapted for use and used on the roads for the carriage of passengers and has more than eight seats in addition to the driver's seat; and
- b) Registered and licensed for the carriage of passengers in the territory of one of the Contracting Parties.

3. The term "goods vehicle" shall mean any mechanically propelled road vehicle which is:

- a) Constructed or adapted for use and used on the roads for the carriage of goods; and
- b) Registered and licensed for the carriage of goods in the territory of one of the Contracting Parties;

and any trailer or semi-trailer which fulfills conditions (a) and (b) of this paragraph and is operated by a carrier of one Contracting Party; provided that if a trailer or semi-trailer and its towing vehicle both fulfill the conditions of this paragraph, the combination shall be regarded as one vehicle;

4. The term "competent authority" shall mean the authorities which will be specified in an exchange of letters between the two Contracting Parties.

CHAPTER II. PASSENGER TRANSPORT

Article 2. All passenger transport operations for hire and reward by passenger vehicles registered in either of the Contracting Parties between, to and from as well as through the two countries, except those specified in Article 4, are subject to the licensing regime specified in this Agreement.

¹ Came into force on 26 March 1983, i.e., 30 days after the Contracting Parties had informed each other (on 24 February 1983) that the measures necessary to give it effect had been taken, in accordance with article 21 (1).

Article 3. 1. Regular services between the two countries or through the territory of either one shall be approved jointly by the competent authorities of the Contracting Parties.

Regular services mean services which provide for the carriage of passengers at specified frequency along specified routes, whereby passengers may be taken up and set down at predetermined stopping points.

2. The competent authority of each Contracting Party shall be responsible for issuing the licence for that portion of the itinerary which is performed in the territory of that Contracting Party.

3. The competent authorities shall jointly determine the conditions of issue of the licence, namely its duration, the frequency of the transport operations, the time-tables and the scale of tariffs to be applied as well as any other detail necessary for the smooth and efficient operation of the regular services.

4. The application for a licence shall be addressed to the competent authority for the country of registration of the vehicle.

5. Should the issuing of the licence referred to in paragraph (4) above be approved, the competent authority of the other Contracting Party shall be notified accordingly, and the application shall be passed to that Contracting Party for approval, together with documents containing the necessary particulars (proposed time-tables, tariffs and route, the period during which the service is to operate and the date of commencement of the service). The competent authorities may require further particulars, to be furnished as they deem appropriate.

Such application shall be decided upon within a period not exceeding four months as from the date of its despatch.

Article 4. 1. The occasional carriage of tourists is not subject to licensing. A transport service is considered to be occasional when the same persons are carried by the same passenger vehicle either:

- a) On a round trip beginning and intended to end in the country of registration of the passenger vehicle, or
- b) On a journey starting at a place in the country of registration of the passenger vehicle and ending at a destination in the other Contracting Party, provided that, save where otherwise authorized, the passenger vehicle returns empty to the country of registration, or
- c) On a transit of occasional character.

2. The vehicle shall have on board a list showing the names and nationalities of the passengers. This list shall be produced on demand by the appropriate authority of either Contracting Party.

Article 5. 1. Passenger vehicles registered in the country of either Contracting Party shall not be allowed to undertake local transport of passengers in the country of the other Contracting Party.

2. Notwithstanding the provisions of paragraph (1) above local transport may be undertaken, subject to obtaining prior permission under special conditions from the competent authority of the country in which the service is to be effected.

Article 6. Any other service not covered by the previous articles is subject to licensing which takes place upon request of the carrier of one Contracting

Party. This request is submitted to the competent authority of the country of registration, which shall pass it to the competent authority of the other Contracting Party for approval.

CHAPTER III. GOODS TRANSPORT

Article 7. The international transport of goods by means of goods vehicles owned or operated by carriers of either Contracting Party, except those specified in article 8, are subject to a licensing regime in the following cases:

- a) Between any point in the territory of one Contracting Party and any point in the territory of the other Contracting Party;
- b) In transit through the territory of that other Contracting Party;
- c) Between the territory of that other Contracting Party and the territory of a third country, provided that in the course of its journey the vehicle passes in transit through the territory in which it is registered.

Article 8. No licence shall be required for the carriage of:

- a) Goods and equipment intended for fairs and exhibitions;
- b) Theatrical scenery and accessories;
- c) Musical instruments and equipment for sound or television broadcasts or for making films;
- d) Racehorses, vehicles and other sports equipment intended for sporting events;
- e) Damaged vehicles;
- f) Household removal goods;
- g) Corpses;
- h) Perishable goods in refrigerated vehicles;
- i) Equipment and material for humanitarian help in cases of emergency.

Article 9. 1. A separate licence shall be issued for each journey and for each vehicle or combination of vehicles. The same licence will also be valid for the return journey.

2. The licence may only be used by the carrier to whom it is issued, and is not transferable.

Article 10. 1. For the transport operations referred to in Article 7, paragraphs (a) and (b), the licences shall be delivered by the competent authority of the country of registration of the vehicle on behalf of the competent authority of the other Contracting Party within the annual quotas determined by the joint committee.

2. The competent authorities shall provide each other with sufficient amount of licences for transports according to this Agreement.

3. The competent authorities will jointly agree on the layout of the licence.

4. The transport operations referred to in Article 7, paragraph (c), shall be subject to a special permit to be issued by the competent authority of the other Contracting Party.

The procedure for issuing these special permits shall be decided on by the joint committee.

Article 11. Nothing in this Agreement shall be held to permit a carrier authorised in the territory of one Contracting Party to pick up goods at a point in the territory of the other Contracting Party for setting down or delivery at any other point in that territory.

CHAPTER IV. GENERAL PROVISIONS

Article 12. The drivers of vehicles undertaking international transport in accordance with the provisions of this Agreement shall be in possession of the following documents:

- a) Driving licence corresponding to the category of vehicle he is driving. Such licence should be in conformity with the laws and regulations in force in the country where the vehicle is registered or an international driving licence;
- b) Valid vehicle licence;
- c) Valid passport containing all necessary visas;
- d) Evidence of insurance of the vehicle user for liability for damages caused to third parties in the territory of the other Contracting Party.

Article 13. 1. The technical conditions of vehicles carrying out the international transport of passengers or goods shall be determined in accordance with the laws and regulations in force in the country where the vehicle is registered.

2. If the weight and dimensions of any vehicle intended to be used for transports between the territories of the Contracting Parties exceed what is permitted on the territory of the other Contracting Party, a special authorization is needed from the competent authority of that Contracting Party.

Article 14. 1. If the international goods transport is covered by a TIR carnet the regulations laid down in the TIR Convention¹ shall be applicable on both goods and vehicles.

2. If the international goods transport is not covered by a TIR carnet the provisions of the internal legislation of the Contracting Party concerned shall be applicable on both goods and vehicles.

Article 15. 1. Taxes and charges on international road transport operations performed by carriers of one of the Contracting Parties in the territory of the other Contracting Party, shall be paid in accordance with the internal legislation of this other Contracting Party.

2. The fuel contained in the ordinary supply tanks of a vehicle shall be exempt from taxes and duties.

3. The crew of the vehicle shall be allowed to import temporarily, without paying customs and free of prior import licence, their personal effects and repair tools normally carried in the vehicle.

4. Spare parts imported to the repair of a vehicle, already imported temporarily, shall be admitted under appropriate temporary admission titles, without payment of import duties and taxes and free of import prohibitions and restrictions and according to the local customs regulations. Replaced parts shall be re-exported or destroyed under customs control.

¹ United Nations, *Treaty Series*, vol. 1079, p. 89.

Article 16. Except where otherwise provided in this Agreement or other Agreements between the two Contracting Parties, carriers, drivers, their assistants, passenger vehicles and goods vehicles of one Contracting Party shall, when in the territory of the other Contracting Party, comply with the laws and regulations in force in that territory.

Article 17. 1. If a carrier of one Contracting Party, his driver or any of his assistants, when in the territory of the other, infringes any provision of this Agreement, the competent authority of the Contracting Party in whose territory the infringement was committed may, without prejudice to any lawful sanction applicable in its own territory, inform the other Party of the circumstances of the infringement.

2. In the event of any infringement referred to in paragraph (1) of this Article, the competent authority of the Contracting Party in whose territory the infringement occurs may request the competent authority of the other Contracting Party:

- a) To issue a warning to the carrier concerned, that any subsequent infringements may lead to a refusal of entry of vehicles owned or operated by that carrier in the territory of the Contracting Party where the infringement occurred for such period as may be specified by the competent authorities, or
- b) To notify the carrier that the entry of his vehicles in the territory of the other Contracting Party has been prohibited temporarily or permanently.

3. The competent authority receiving any such request from the authorities of the other Contracting Party shall comply therewith and shall as soon as possible inform the other competent authority of the action taken.

Article 18. In case of accidents or other incidents the competent authorities of the country, where these accidents or incidents have taken place shall forward to the owner of the vehicle, at his request, or to the competent authorities of the other Contracting Party all protocols or results of the judicial examination and all other data clarifying the event.

Article 19. 1. The competent authorities of the Contracting Parties shall jointly consider and try to solve any problems arising from the application of this Agreement either within the framework of the joint committee or by correspondence.

2. Problems remaining unsolved, will be settled through diplomatic channels.

Article 20. 1. A joint committee shall be constituted from representatives of the two Contracting Parties to supervise the operation of this Agreement, and to deal with any obstacles that might impede such operation. The joint committee shall convene upon the request of the competent authorities of either Contracting Party.

2. The Committee shall meet alternately in Jordan and in Finland.

3. The decisions of the Committee shall be subject to the approval of the competent authorities of both Contracting Parties.

Article 21. 1. This Agreement shall enter into force 30 days after the Contracting Parties have informed each other in writing that the measures necessary to give effect to the Agreement in their respective territories have been taken.

2. The Agreement shall remain in force for a period of one year after its entry into force. Thereafter it shall continue in force unless it is terminated by one Contracting Party giving six months' notice thereof in writing to the other Contracting Party.

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

DONE at Amman this Wednesday of 17.9.1980, in two originals, both in [the] Finnish, Arabic and English languages, all three texts being equally authentic.

In case of alternative interpretations the English text shall prevail.

For the Government of the Republic of Finland:

ARTO TANNER

For the Government of the Hashemite
Kingdom of Jordan:

ALI ZUHEIMAT
