

No. 6733

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**JORDAN  
and  
NETHERLANDS**

**Agreement (with annex) for the establishment and operation of scheduled air services between and beyond their respective territories. Signed at Amman, on 24 August 1961**

*Official text: English.*

*Registered by the International Civil Aviation Organization on 15 May 1963.*

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**JORDANIE  
et  
PAYS-BAS**

**Accord (avec annexe) relatif à l'établissement et à l'exploitation de services aériens réguliers entre les territoires des deux pays et au-delà. Signé à Amman, le 24 août 1961**

*Texte officiel anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 15 mai 1963.*

No. 6733. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN AND THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS FOR THE ESTABLISHMENT AND OPERATION OF SCHEDULED AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT AMMAN, ON 24 AUGUST 1961

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The Government of the Hashemite Kingdom of Jordan and the Government of the Kingdom of the Netherlands, hereinafter described as the Contracting Parties ;

Being parties to the Convention of International Civil Aviation signed on the 7th day of December 1944<sup>2</sup> in Chicago, Illinois, U.S.A. (hereinafter referred to as the Convention) ;

Considering that it is desirable to organise international air services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field ;

Considering also that it is desirable to stimulate international air travel at the lowest possible rates consistent with sound economic principles, and securing the many indirect benefits of this form of transportation to the common welfare of both countries ;

And desiring to conclude an agreement for the purpose of promoting commercial scheduled air transport services between and beyond their respective territories ;

Have accordingly appointed the undersigned plenipotentiaries for this purpose, who, being duly authorised to that effect by their respective Governments, have agreed to conclude the following agreement :

*Article 1*

Each Contracting Party grants to the other Contracting Party the rights specified in the Annex to this Agreement for the purpose of the establishment of air services (hereinafter referred to as "agreed services"), on the routes described therein (hereinafter referred to as "specified routes").

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<sup>1</sup> Applied provisionally from 24 August 1961, the date of signature, and came into force on 25 June 1962, in accordance with the provisions of article 12.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 15, p. 295 ; Vol. 26, p. 420 ; Vol. 32, p. 402 ; Vol. 33, p. 352 ; Vol. 44, p. 346 ; Vol. 51, p. 336 ; Vol. 139, p. 469 ; Vol. 178, p. 420 ; Vol. 199, p. 362 ; Vol. 252, p. 410 ; Vol. 324, p. 340 ; Vol. 355, p. 418, and Vol. 409, p. 370.

*Article 2*

1. The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, but not before :

*a.* The Contracting Party to whom the rights have been granted has designated an air carrier or carriers (hereinafter referred to as "designated air carrier(s)") for the specified routes, and,

*b.* The Contracting Party granting the rights has given the appropriate operating permission to the air carrier(s) concerned which it shall subject to the provisions of paragraph (2) of this Article and of Article 5, be bound to grant without undue delay.

2. Each of the designated air carriers may be required to satisfy the aeronautical authorities of the other Contracting Party that it is qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operation of international air services.

*Article 3*

In order to prevent discriminatory practices and to assure equality of treatment, it is agreed that :

*a.* Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores on board an aircraft of the designated air carrier(s) of one Contracting Party on arrival in the territory of the other Contracting Party shall be exempted from all national duties and charges including customs duties and inspection fees even though such supplies are used by such aircraft on flights in that territory, subject to compliance with the regulations of the Contracting Party. The goods, so exempted shall not be unloaded except with the approval of the customs authorities of the other Contracting Party, and if unloaded shall be kept under customs supervision until required for use of the aircraft in question or reexportation ;

*b.* Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of one Contracting Party in the territory of the second Contracting Party by or on behalf of the designated air carrier(s) of the first Contracting Party and intended solely for use in the operation of an agreed service shall be exempted from all national duties and charges including customs duties and inspection fees subject to compliance with the regulations of the Contracting Party, even though such supplies are used by such aircraft on flights in that territory. The goods so introduced shall be kept under customs supervision until required for the use in question or reexportation.

*Article 4*

*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 equally applied to the aircraft of the designated air carrier(s) of the other Contracting Party without distinction as to nationality and shall be complied with by such aircraft upon entering or departing from or while within the territory of the former Party.

*b.* The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by or on behalf of the passengers, crew and cargo of aircraft used by the designated air carrier(s) of the other Contracting Party upon entrance into, departure from or while within the territory of the former Party.

*Article 5*

Each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by a designated air carrier of the other Contracting Party in any case where it is not satisfied, that substantial ownership and effective control of that air carrier are vested in nationals of the other Contracting Party, or in case of failure of that air carrier to comply with the laws and regulations of the Contracting Party over which it operates, as described in Article 4 hereof or to perform its obligations under this agreement and its Annex.

*Article 6*

1. The rates to be charged by the designated air carrier(s) of either Contracting Party for the carriage of passengers and cargo on any of the specified routes shall be fixed at reasonable levels due regard being paid to all relevant factors (including economic operation and reasonable profit) and the rates charged by other air carriers on the routes or any section thereof.

2. The rates to be charged by the designated air carrier(s) of either Contracting Party shall be fixed :

*a.* Either in conformity with resolutions dealing with rates that would be adopted by an association of air carriers of which the designated air carriers are members and which association would be accepted by both Contracting Parties ;

*b.* Or by Agreement between the designated air carriers if they would not be members of the same association of air carriers, or in case no resolution as mentioned in para. *a*) would exist, provided that, if either Contracting Party has not designated

an airline in respect of any of the specified air routes, and rates for that route have not been fixed in accordance with para. (2) (a) above, the airlines designated by the other Contracting Party to operate on that route may fix the rates hereof.

3. Rates fixed in accordance with para. (2) (b) shall be submitted to the aeronautical authorities of both Contracting Parties and will enter into force 45 days after receipt by these authorities unless one of the Contracting Parties has notified its disapproval.

#### *Article 7*

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

#### *Article 8*

a. If either of the Contracting Parties considers it desirable to modify provision or provisions of the Agreement, or its Annex, the competent aeronautical authorities of the Contracting Parties shall consult in order to realise such modification(s). Such consultation shall begin within a period of 60 days from the date of the request. In case the said authorities arrive at an understanding about the modifications to be made, said modifications shall come into force after having been confirmed by an exchange of diplomatic notes.

b. Changes made by either Contracting Party in the specified routes except the change of points served by its designated air carrier(s) in the territory of the other Contracting Party, shall not be considered as modifications of this Agreement. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes provided however, that notice of any change shall be given without delay to the aeronautical authorities of the other Contracting Party.

#### *Article 9*

Any dispute between the Contracting Parties relating to the interpretation or application of the present Agreement or its Annex that cannot be settled by direct negotiations, shall be referred for decision to an Arbitral Tribunal appointed by agreement between the Contracting Parties or to the International Court of Justice. The Contracting Parties undertake to comply with any decision given by said Arbitral Tribunal or by the International Court of Justice.

#### *Article 10*

Each Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be given simultaneously communicated to the International Civil Aviation Organization.

The present Agreement shall terminate not less than twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the expiration of the said period. In the absence of acknowledgement of receipt by the other Contracting Party notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

*Article 11*

For the purpose of this Agreement the terms "aeronautical authorities" shall mean in the case of the Jordanian Government, the Director General of Civil Aviation, and any person or body authorised to perform any functions presently exercised by the said Director General, and in the case of the Government of the Kingdom of the Netherlands the Director of Civil Aviation and any person or body authorised to perform any functions presently exercised by the said Director General.

*Article 12*

The present Agreement shall be provisionally applicable from the date of its signature and shall come into force on a date to be laid down in an exchange of notes stating that the formalities required by the national legislation of each Contracting Party have been accomplished.

As regards the Kingdom of the Netherlands the Agreement shall be applicable to the territory in Europe only.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and have affirmed thereto their seals.

DONE at Amman the 24th day of August, 1961.

In duplicate in the English language.

For the Government  
of the Hashemite Kingdom of Jordan :

(Signed) MORTEDA

For the Government  
of the Kingdom of the Netherlands :

(Signed) A. H. PHILIPSE

A N N E X

1. The air carrier(s) designated by the Government of the Hashemite Kingdom of Jordan shall be entitled to operate air services in both directions on the specified routes. In the operation of these agreed services the said air carrier(s) will enjoy in Netherlands territory the right of transit, the right of stops for non-traffic purposes as well as the right to land for the purpose of embarking and disembarking of passengers, cargo and mail at the points specified in the schedule hereunder.

## SCHEDULE

*Routes to be served by the designated air carrier(s) of the Government of the Hashemite Kingdom of Jordan*

Points in Jordan via intermediate points to Amsterdam and/or beyond.

2. The air carrier(s) designated by the Government of the Kingdom of the Netherlands shall be entitled to operate air services in both directions on the specified routes. In the operation of these agreed services the said air carrier(s) will enjoy in Jordan territory the right of transit, the right of stops for non-traffic purposes as well as the right to land for the purpose of embarking and disembarking of passengers, cargo and mail at the points specified in the schedule hereunder.

## SCHEDULE

*Routes to be served by the designated air carrier(s) of the Government of the Kingdom of the Netherlands*

Amsterdam via intermediate points in Europe, including Turkey, and via other intermediate points as may be agreed upon, to Amman and to points in Iran, Pakistan, India and points beyond, and to other points as may be agreed upon.