



European Union No. 2 (2011)

# Euro-Mediterranean Aviation Agreement

between the European Union and its Member States, of the one part, and the  
Hashemite Kingdom of Jordan, of the other part

Brussels, 15 December 2010

[The Agreement is not in force]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
April 2011*

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**EURO-MEDITERRANEAN AVIATION AGREEMENT BETWEEN THE  
EUROPEAN UNION AND ITS MEMBER STATES, OF THE ONE PART,  
AND THE HASHEMITE KINGDOM OF JORDAN, OF THE OTHER PART**

THE KINGDOM OF BELGIUM,  
THE REPUBLIC OF BULGARIA  
THE CZECH REPUBLIC,  
THE KINGDOM OF DENMARK,  
THE FEDERAL REPUBLIC OF GERMANY,  
THE REPUBLIC OF ESTONIA,  
IRELAND,  
THE HELLENIC REPUBLIC,  
THE KINGDOM OF SPAIN,  
THE FRENCH REPUBLIC,  
THE ITALIAN REPUBLIC,  
THE REPUBLIC OF CYPRUS,  
THE REPUBLIC OF LATVIA,  
THE REPUBLIC OF LITHUANIA,  
THE GRAND DUCHY OF LUXEMBOURG,  
THE REPUBLIC OF HUNGARY,  
MALTA,  
THE KINGDOM OF THE NETHERLANDS,  
THE REPUBLIC OF AUSTRIA,  
THE REPUBLIC OF POLAND,  
THE PORTUGUESE REPUBLIC,  
ROMANIA,

THE REPUBLIC OF SLOVENIA,

THE SLOVAK REPUBLIC,

THE REPUBLIC OF FINLAND,

THE KINGDOM OF SWEDEN,

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

Contracting Parties to the Treaty on the European Union and the Treaty on the Functioning of the European Union, hereinafter referred to as the "Member States", and

THE EUROPEAN UNION,

of the one part, and

THE HASHEMITE KINGDOM OF JORDAN, hereinafter referred to as "Jordan",

of the other part,

DESIRING to promote an international aviation system based on fair competition among air carriers in the marketplace with minimum government interference and regulation;

DESIRING to facilitate the expansion of international air transport opportunities, including through the development of air transport networks to meet the needs of passengers and shippers for convenient air transport services;

RECOGNISING the importance of air transport in promoting trade, tourism and investment;

DESIRING to make it possible for air carriers to offer the travelling and shipping public competitive prices and services in open markets;

RECOGNISING the potential benefits of regulatory convergence and, to the extent practical, harmonisation of regulations relating to air transport;

DESIRING to have all sectors of the air transport industry, including air carrier workers, benefit in a liberalised environment;

DESIRING to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern with regard to acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air transport and undermine public confidence in the safety of civil aviation;

NOTING the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944<sup>1</sup>;

RECOGNISING that this Euro Mediterranean Aviation Agreement lies within the scope of the Euro-Mediterranean partnership envisaged in the declaration of Barcelona of 28 November 1995;

NOTING their common will to promote a Euro Mediterranean aviation area based on the principles of regulatory convergence, regulatory cooperation and liberalisation of the market access;

NOTING the Joint declaration of the Arab Civil Aviation Commission and the Arab Air Carriers Organization, of the one part and the Directorate General of Energy and Transport, of the other part signed on 16 November 2008 in Sharm El Sheikh;

DESIRING to ensure a level playing field for air carriers, allowing fair and equal opportunity for their air carriers to provide the agreed services;

RECOGNISING the importance of regulating slot allocation on the basis of fair and equal opportunity for their air carriers to guarantee neutral and non discriminatory treatment for all air carriers;

RECOGNISING that subsidies may adversely affect air carrier competition and may jeopardise the basic objectives of this Agreement;

AFFIRMING the importance of limiting greenhouse gas emission from aviation and protecting the environment in developing and implementing international aviation policy;

NOTING the importance of protecting consumers, including the protections afforded by the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal 28 May 1999<sup>2</sup>, insofar as both the Contracting Parties are parties to this Convention;

INTENDING to build upon the framework of existing air transport agreements with the goal of opening access to markets and maximising benefits for the consumers, air carriers, labour, and communities of both Contracting Parties;

NOTING that the purpose of this agreement is to be applied in a progressive but integral way, and that a suitable mechanism can ensure ever closer harmonisation of legislation,

HAVE AGREED AS FOLLOWS:

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<sup>1</sup> Treaty Series No. 008 (1953) Cmd 8742

<sup>2</sup> Treaty Series No. 004 (2000) Cm 4657

## ARTICLE 1

### **Definitions**

For the purposes of this Agreement, unless otherwise stated, the term:

- 1) "Agreed services" and "Specified routes" mean international air transport pursuant to Article 2 (Traffic rights) of, and Annex I to, this Agreement;
- 2) "Agreement" means this Agreement, its Annexes, and any amendments thereto;
- 3) "Air transport" means the carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, held out to the public for remuneration or hire, which, for the avoidance of doubt, shall include scheduled and non-scheduled (charter) air transport, and full cargo services;
- 4) "Association Agreement" means the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, of the one part, and the Hashemite Kingdom of Jordan, of the other part, done at Brussels on 24 November 1997<sup>1</sup>;
- 5) "Citizenship" means whether an air carrier satisfies requirements regarding such issues as its ownership, effective control, and principal place of business;
- 6) "Competent Authorities" means the government agencies or entities responsible for the administrative functions under this Agreement;
- 7) "Contracting Parties" shall mean, on the one hand, the European Union or its Member States, or the European Union and its Member States, in accordance with their respective powers, and, on the other hand, Jordan;
- 8) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes:
  - (a) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Jordan and the Member State or Member States of the European Union, and
  - (b) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Jordan and the Member State or Member States of the European Union as is relevant to the issue in question;
- 9) "Fitness" means whether an air carrier is fit to operate international air services, that is to say, whether it has satisfactory financial capability and adequate managerial expertise and is disposed to comply with the laws, regulations, and requirements

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<sup>1</sup> European Communities No. 003 (1998) Cm 3946

which govern the operation of such services;

10) "ECAA Country" means any country party to the multilateral Agreement establishing European Common Aviation Area (Member States of the European Union, the Republic of Albania, Bosnia and Herzegovina, the Republic of Croatia, the former Yugoslav Republic of Macedonia, the Republic of Iceland, the Republic of Montenegro, the Kingdom of Norway, the Republic of Serbia and Kosovo under UN Security Council Resolution 1244)<sup>1</sup>;

11) "Euromed Country" means any Mediterranean country involved in the European Neighbourhood Policy (which are Morocco, Algeria, Tunisia, Libya, Egypt, Lebanon, Jordan, Israel, the Palestinian territory, Syria and Turkey);

12) "Fifth freedom right" means the right or privilege granted by one state (the "Granting State") to the air carriers of another state ("the Recipient State"), to provide international air transport services between the territory of the Granting State and the territory of a third state, subject to the condition that such services originate or terminate in the territory of the Recipient State;

13) "International air transport" means air transport that passes through the airspace over the territory of at least two States;

14) "National" means any person or entity having Jordan nationality for the Jordan Party, or the nationality of a Member State for the European Party, insofar as, in the case of a legal entity, it is at all times under the effective control, be it directly or by majority participation, of persons or entities having Jordan nationality for the Jordan Party, or persons or entities having the nationality of a Member State or one of the third countries identified in Annex IV for the European Party;

15) "Operating Licences" means, in the case of the European Union and its Member States operating licences and any other relevant documents or certificates given under (EC) Regulation 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community and any successor instrument and, in the case of Jordan licences/certificates/permits or exemptions given under JCAR Part 119.

16) "Price" means:

- "air fares" to be paid to air carriers or their agents or other ticket sellers for the carriage of passengers and baggage on air services and any conditions under which those prices apply, including remuneration and conditions offered to agency and other auxiliary services; and
- "air rates" to be paid for the carriage of cargo and the conditions under which those prices apply, including remuneration and conditions offered to agency and other auxiliary services.

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<sup>1</sup> European Communities No. 005 (2009) Cm 7782

This definition covers, where relevant, the surface transport in connection with international air transport and the applicable conditions.

17) "Principal place of business" means the head office or registered office of an air carrier in the Contracting Party within which the principal financial functions and operational control, including continued airworthiness management, of the air carrier are exercised;

18) "Public service obligation" means any obligation imposed upon air carriers to ensure on a specified route the minimum provision of scheduled air services satisfying fixed standards of continuity, regularity, pricing and minimum capacity which air carriers would not assume if they were solely considering their commercial interest. Air carriers may be compensated by the Contracting Party concerned for fulfilling public service obligations.

19) "SESAR" means the technical implementation of the Single European Sky which provides a coordinated, synchronised research, development and deployment of the new generations of air traffic management systems;

20) "Subsidy" means any financial contribution granted by the authorities or a regional organisation or another public organisation, i.e. when:

- (a) a practice of a government or regional body or other public organisation involves a direct transfer of funds such as grants, loans or equity infusion, potential direct transfer of funds to the company, the assumption of liabilities of the company such as loan guarantees, capital injections, ownership, protection against bankruptcy or insurance;
- (b) revenue of a government or regional body or other public organisation that is otherwise due is foregone or not collected;
- (c) a government or regional body or other public organisation provides goods or services other than general infrastructure, or purchases goods or services; or
- (d) a government or regional body or other public organisation makes payments to a funding mechanism or entrusts or directs a private body to carry out one or more of the type of functions illustrated under (a), (b) and (c) which would normally be vested in the government and, in practice, in no real sense differs from practices normally followed by governments;

and where a benefit is thereby conferred.

21) "Territory" means, for Jordan, the land areas (mainland and islands), internal waters and territorial sea under its sovereignty or jurisdiction, and, for the European Union, the land areas (mainland and islands), internal waters and territorial sea in which the Treaty on the European Union and the Treaty on the functioning of the European Union are applied and under the conditions laid down in that Treaty and any successor instrument. The application of this Agreement to the Airport of Gibraltar is understood to be without prejudice to the respective legal positions of the Kingdom of Spain and the United Kingdom with regard to the dispute over sovereignty over the territory in which the airport is situated and to the continuing suspension of Gibraltar Airport from EU aviation measures existing as at 18 September 2006 as between Member States in accordance with the Ministerial Statement on Gibraltar Airport agreed in Cordoba on 18 September 2006; and

22) "User charge" means a charge imposed on air carriers for the provision of airport, airport environmental, air navigation, or aviation security facilities or services including related services and facilities and when appropriate reflecting environmental costs related to noise emissions.

## TITLE I

### **Economic Provisions**

#### ARTICLE 2

### **Traffic Rights**

1. Each Contracting Party shall grant to the other Contracting Party, in accordance with Annex I and Annex II of this Agreement, the following rights for the conduct of international air transport by the air carriers of the other Contracting Party:

- (a) the right to fly across its territory without landing;
- (b) the right to make stops in its territory for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transport (non-traffic purposes);
- (c) while operating an agreed service on a specified route, the right to make stops in its territory for the purpose of taking up and discharging international traffic in passengers, cargo and/or mail, separately or in combination; and
- (d) the rights otherwise specified in this Agreement.

2. Nothing in this Agreement shall be deemed to confer on the air carriers of:
- (a) Jordan the right to take on board, in the territory of any Member State, passengers, baggage, cargo, and/or mail carried for compensation and destined for another point in the territory of that Member State;
  - (b) the European Union the right to take on board, in the territory of Jordan, passengers, baggage, cargo, and/or mail carried for compensation and destined for another point in the territory of Jordan.

### ARTICLE 3

#### **Authorisation**

1. On receipt of applications for operating authorisation from an air carrier of one of the Contracting Parties, the competent authorities shall grant appropriate authorisations with minimum procedural delay, provided that:

- (a) for an air carrier of Jordan:
  - the air carrier has its principal place of business in Jordan and has received its operating licence in accordance with the law of the Hashemite Kingdom of Jordan;
  - effective regulatory control of the air carrier is exercised and maintained by the Hashemite Kingdom of Jordan; and
  - the air carrier is owned, directly or by majority participation, and effectively controlled by Jordan and/or its nationals.
- (b) for an air carrier of the European Union:
  - the air carrier has its principal place of business in the territory of a Member State under the Treaty on the Functioning of the European Union, and has received its operating licence; and
  - effective regulatory control of the air carrier is exercised and maintained by the Member State responsible for issuing its Air Operators Certificate and the relevant Aeronautical Authority is clearly identified;
  - the air carrier is owned, directly or by majority participation, by Member States and/or by nationals of the Member States, or by other States listed in Annex IV, and/or of the nationals of these other States;
- (c) the air carrier meets the conditions prescribed under the laws and

regulations normally applied by the authority competent for the operation of international air transport; and

- (d) the provisions set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) of this Agreement are being maintained and administered.

#### ARTICLE 4

##### **Refusal, Revocation, Suspension, Limitation of Authorisation**

1. The competent authorities of either Contracting Party may refuse, revoke, suspend or limit the operating authorisations or otherwise suspend or limit the operations of an air carrier of another Contracting Party where:

- (a) for an air carrier of Jordan:
  - the air carrier does not have its principal place of business in Jordan or has not received its operating licence in accordance with the applicable law of Jordan;
  - effective regulatory control of the air carrier is not exercised and maintained by Jordan;or
  - the air carrier is not owned and effectively controlled, directly or by majority participation, by Jordan and/or nationals of Jordan;
- (b) for an air carrier of the European Union:
  - the air carrier does not have its principal place of business or, if any, its registered office in the territory of a Member State under the Treaty on the Functioning of the European Union, or has not received its operating licence in accordance with Union law;
  - effective regulatory control of the air carrier is not exercised and maintained by the Member State responsible for issuing its Air Operators Certificate or the competent aeronautical authority is not clearly identified; or
  - the air carrier is not owned and effectively controlled, directly or by majority participation, by Member States and/or nationals of Member States, or by the other States listed in Annex IV, and/or nationals of these other States;
- (c) the air carrier has failed to comply with the laws and regulations referred

to in Article 6 (Compliance with Laws and Regulations) of this Agreement; or

- (d) the provisions set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) of this Agreement are not being maintained or administered.

2. Unless immediate action is essential to prevent further non-compliance with points (c) or (d) of paragraph 1, the rights established by the present Article to refuse, revoke, suspend or limit authorisations or permissions of any air carrier of a Contracting Party shall be exercised only according to the procedure prescribed in Article 23 (Safeguard measures) of this Agreement. In any case, the exercise of these rights shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary. They shall be exclusively directed towards the air carrier or air carriers concerned, and shall be without prejudice to the right of either Contracting Party to take action under Article 22 (Dispute resolution and arbitration).

3. Neither Contracting Party shall use its rights established by the present Article to refuse, revoke, suspend or limit authorisations or permissions of any air carriers of a Contracting Party on the grounds that majority ownership and effective control of that air carrier is vested in another Euromed Country or its nationals, provided that such Euromed Country is party to a similar Euro Mediterranean Aviation Agreement and offers reciprocal treatment.

#### ARTICLE 4 bis

##### **Reciprocal Recognition of Regulatory Determinations with Regard to Airline Fitness and Citizenship**

1. Upon receipt of an application for authorisation from an air carrier of one Contracting Party, the competent authorities of the other Contracting Party shall recognise any fitness and/or citizenship determination made by the competent authorities of the first Contracting Party with respect to that air carrier as if such determination had been made by its own competent authorities, and shall not inquire further into such matters, except as provided for in paragraph 2 below.

2. If, after receipt of an application for authorisation from an air carrier, or after the grant of such authorisation, the competent authorities of the receiving Contracting Party have a specific reason based on a reasonable doubt for concern that, despite the determination made by the competent authorities of the other Contracting Party, the conditions prescribed in Article 3 (Authorisation) of this Agreement for the grant of appropriate authorisations or permissions have not been met, then they shall promptly advise those authorities, giving substantive reasons for their concern. In that event, either Contracting Party may seek consultations, which may include representatives of the competent authorities of both Contracting Parties, and/or additional information relevant to this concern, and such requests shall be met as soon as

practicable. If the matter remains unresolved, either Contracting Party may bring the matter to the Joint Committee set up under Article 21 (The Joint Committee) of this Agreement.

3. The present Article does not cover recognition of determinations in relation to:
  - Safety certificates or licences;
  - Security arrangements; or
  - Insurance coverage.

## ARTICLE 5

### **Investment**

1. Jordan may take arrangements to allow majority ownership and/or the effective control of air carriers of Jordan by Member States or their nationals.
2. Upon verification by the Joint Committee in accordance with Article 21(10) (The Joint Committee) that reciprocal arrangements exist, the Contracting Parties shall allow majority ownership and/or the effective control of air carriers of Jordan by Member States or their nationals, or of air carriers of the European Union by Jordan or its nationals.
3. Specific investment projects under the present Article shall be authorised by virtue of preliminary decisions of the Joint Committee established by this Agreement. These decisions may specify the conditions associated with the operation of the agreed services under this Agreement and with the services between third Countries and the Contracting Parties. The provisions of Article 21(9) (The Joint Committee) of this Agreement shall not apply to this type of decision.

## ARTICLE 6

### **Compliance with Laws and Regulations**

1. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations applicable within that territory relating to the admission to or departure from its territory of aircraft engaged in international air transport, or to the operation and navigation of aircraft shall be complied with by the other Contracting Party's air carriers.
2. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations applicable within that territory relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, immigration, passports, customs and

quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Contracting Party's air carriers.

## ARTICLE 7

### **Competitive Environment**

1. The Contracting Parties reaffirm the application to this Agreement of the principles of Chapter II of Title IV of the Association Agreement.

2. The Contracting Parties acknowledge that it is their joint objective to secure fair and equal opportunities for the air carriers of both sides to operate the Agreed Services. In order to achieve this, it is necessary to have a fair and competitive environment for the operation of air services. The Contracting Parties recognise that fair competitive practices by air carriers are most likely to occur where these air carriers provide air services on a fully commercial basis and are not subsidised.

3. When a Contracting Party deems it essential to grant public subsidies to an air carrier operating under this Agreement in order to achieve a legitimate objective, it shall see to it that such subsidies are proportionate to the objective, transparent and designed to minimize, to the extent feasible, their adverse impact on the air carriers of the other Contracting Party. The Contracting Party intending to grant any such subsidy shall inform the other Contracting Party of its intention and shall make sure that such subsidy is consistent with the criteria laid down in this Agreement.

4. If one Contracting Party finds that conditions exist in the Territory of the other Contracting Party, in particular due to a subsidy, inconsistent with the criteria laid down in paragraph 3 which would adversely affect the fair and equal opportunity of its air carriers to compete, it may submit observations to the other Contracting Party. Furthermore, it may request a meeting of the Joint Committee, as provided for in Article 21 (The Joint Committee) of this Agreement. From the receipt of such a request consultations shall start within 30 days. When a dispute cannot be settled by the Joint Committee, the Contracting Parties retain the possibility of applying their respective anti-subsidy measures.

5. The actions, referred to in paragraph 4 of this Article, shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary. They shall be exclusively directed towards the air carrier or air carriers benefiting from a subsidy or the conditions referred to in this Article, and shall be without prejudice to the right of either Contracting Party to take action under Article 23 (Safeguard Measures) of this Agreement.

6. Each Contracting Party, upon notification to the other Contracting Party, may approach responsible government entities in the territory of the other Contracting Party including entities at the state, provincial or local level to discuss matters relating to this Article.

7. The provisions of this Article shall apply without prejudice to the Contracting Parties' laws and regulations regarding public service obligations in the territories of the Contracting Parties.

## ARTICLE 8

### **Commercial Opportunities**

#### Air carrier Representatives

1. The air carriers of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of air transport and related activities.

2. The air carriers of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational, and other specialist staff who are required to support the provision of air transport.

#### Ground-Handling

3. (a) Without prejudice to point (b) below, each air carrier shall have in relation to ground-handling in the Territory of the other Contracting Party:
- (i) the right to perform its own ground-handling ("self-handling") or, at its option,
  - (ii) the right to select among competing suppliers that provide ground-handling services in whole or in part where such suppliers are allowed market access on the basis of the laws and regulations of each Contracting Party, and where such suppliers are present in the market.
- (b) For the following categories of ground-handling services i.e. baggage handling, ramp handling, fuel and oil handling, freight and mail handling as regards the physical handling of freight and mail between the air terminal and the aircraft, the rights under point (a) (i) and (ii) shall be subject only to physical or operational constraints according to the laws and regulations applicable in the Territory of the other Contracting Party. Where such constraints preclude self-handling and where there is no effective competition between suppliers that provide ground-handling services, all such services shall be available on an equal and non discriminatory basis to all air carriers; prices of such services shall not exceed their full cost including a reasonable return on assets, after depreciation.

## Sales, Local Expenses, and Transfer of Funds

4. Any air carrier of each Contracting Party may engage in the sale of air transport in the territory of the other Contracting Party directly and/or, at the air carrier's discretion, through its sales agents, other intermediaries appointed by the air carrier or through the internet. Each air carrier shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

5. Each air carrier shall have the right to convert and remit from the territory of the other Contracting Party to its home territory and, except where inconsistent with generally applicable law or regulation, to the country or countries of its choice, on demand, local revenues. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.

6. The air carriers of each Contracting Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the air carriers of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulation.

## Cooperative arrangements

7. In operating or holding out services under this Agreement, any air carrier of a Contracting Party may enter into cooperative marketing arrangements, such as blocked-space agreements or code-sharing arrangements, with:

- (a) any air carrier or carriers of the Contracting Parties; and
- (b) any air carrier or carriers of a third country; and
- (c) any surface, land or maritime carriers;

provided that (i) all participants in such arrangements hold the appropriate underlying route authority and (ii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements. In respect of passenger transport sold involving code-shares, the purchaser shall be informed at the point of sale, or in any case before boarding, which transportation providers will operate each sector of the service.

8. (a) In relation to the transport of passengers, surface transportation providers shall not be subject to laws and regulations governing air transport on the sole basis that such surface transportation is held out by an air carrier under its own name. Surface transportation providers have the discretion to decide whether to enter into cooperative arrangements. In deciding on any particular arrangement, surface transportation providers may

consider, among other things, consumer interests and technical, economic, space, and capacity constraints.

- (b) Moreover, and notwithstanding any other provision of this Agreement, air carriers and indirect providers of cargo transportation of the Contracting Parties shall be permitted, without restriction, to employ in connection with international air transport any surface transportation for cargo to or from any points in the territories of Jordan and the European Union, or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right[s] to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Air carriers may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other air carriers and indirect providers of cargo air transport. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

#### Leasing

- 9. (a) The air carriers of each Contracting Party shall be entitled to provide the agreed services using aircraft and crew leased from any air carrier, including from third countries, provided that all participants in such arrangements meet the conditions prescribed under the laws and regulations normally applied by the Contracting Parties to such arrangements.
- (b) Neither Contracting Party shall require the air carriers leasing out their equipment to hold traffic rights under this agreement.
- (c) The leasing with crew (wet-leasing) by an air carrier of the Contracting Parties of an aircraft of an air carrier of a third country, other than those mentioned in Annex IV, in order to exploit the rights envisaged in this Agreement, shall remain exceptional or meet temporary needs. The wet-lease shall be submitted for prior approval of the licensing authority of the leasing air carrier and to the competent authority of the other Contracting Party to where it is intended to operate the wet-leased aircraft.

#### Franchising and Branding

10. The air carriers of each Contracting Party shall be entitled to enter into franchising or branding arrangements with companies, including air carriers, of either Contracting Party or third countries, provided that the air carriers hold the appropriate authority and meet the conditions prescribed under the laws and regulations applied by the Contracting Parties to such arrangements, particularly those requiring the disclosure of the identity of the air carrier operating the service.

## Allocation of slots at airports

11. The allocation of slots at the airports in the territories of the Contracting Parties shall be carried out in an independent, transparent and non-discriminatory manner. All the air carriers will be treated on a fair and equal basis. In accordance with Article 21(5) (The Joint Committee), a Contracting Party may request a meeting of the Joint Committee to seek to resolve any question related to the application of the present paragraph.

## ARTICLE 9

### **Customs Duties and Charges**

1. On arriving in the territory of one Contracting Party, aircraft operated in international air transport by the air carriers of the other Contracting Party, their regular equipment, fuel, lubricants, consumable technical supplies, ground equipment, spare parts (including engines), aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transport shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are (a) imposed by the national or local authorities or the European Union, and (b) not based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.

2. There shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

- (a) aircraft stores introduced into or supplied in the territory of a Contracting Party and taken on board, within reasonable limits, for use on outbound aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory;
- (b) ground equipment and spare parts (including engines) introduced into the territory of a Contracting Party for the servicing, maintenance, or repair of aircraft of an air carrier of the other Contracting Party used in international air transport;
- (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these supplies are to be used on a part of the journey performed over the said territory;

- (d) printed matter, as provided for by the customs legislation of each Contracting Party, introduced into or supplied in the territory of one Contracting Party and taken on board for use on outbound aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory; and
  - (e) safety and security equipment for use at airports or cargo terminals.
3. Notwithstanding any other provision to the contrary, nothing in this Agreement shall prevent a Contracting Party from imposing taxes, levies, duties, fees or charges on fuel supplied in its territory on a non-discriminatory basis for use in an aircraft of an air carrier that operates between two points in its territory.
4. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.
5. The exemptions provided by this Article shall also be available where the air carriers of one Contracting Party have contracted with another air carrier, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the Territory of the other Contracting Party of the items specified in paragraphs 1 and 2.
6. Nothing in this Agreement shall prevent either Contracting Party from imposing taxes, levies, duties, fees or charges on goods sold other than for consumption on board to passengers during a sector of an air service between two points within its territory at which embarkation or disembarkation is permitted.
7. The stipulations of the present Agreement shall not affect the field of VAT, with the exception of turnover tax on imports. The provisions of the respective conventions in force between a Member State and Jordan for the avoidance of double taxation on income and on capital remain unaffected by this Agreement.

## ARTICLE 10

### **User Charges for Airports and Aviation Facilities and Services**

1. Each Contracting Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the air carriers of the other Contracting Party for the use of air navigation and air traffic control services shall be just, reasonable, cost-related and not unjustly discriminatory. In any event, any such user charges shall be assessed on the air carriers of the other Contracting Party on terms not less favourable than the most favourable terms available to any other air carrier.
2. Each Contracting Party shall ensure that user charges that may be imposed by

its competent charging authorities or bodies on the air carriers of the other Contracting Party for the use of airport, aviation security and related facilities and services shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. These charges may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport and aviation security facilities and services at that airport or within that airport's system. These charges may include a reasonable return on assets, after depreciation. Facilities and services for which user charges are made shall be provided on an efficient and economic basis. In any event, these charges shall be assessed on the air carriers of the other Contracting Party on terms not less favourable than the most favourable terms available to any other air carrier at the time the charges are assessed.

3. Each Contracting Party shall ensure consultations between the competent charging authorities or bodies in its territory and the air carriers or their representative bodies using the services and facilities, and shall ensure the competent charging authorities or bodies and the air carriers or their representative bodies to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this article. Each Contracting Party shall ensure the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable those authorities to consider the views expressed by the users before changes are made.

4. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 22 (Dispute Resolution and Arbitration) of this Agreement, to be in breach of a provision of this Article, unless (a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or (b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

## ARTICLE 11

### **Pricing**

1. The Contracting Parties shall permit prices to be freely established by the air carriers on the basis of free and fair competition.

2. The Contracting Parties shall not require prices to be filed.

3. Discussions between competent authorities may be held to discuss matters such as, but not limited to prices which may be unjust, unreasonable or discriminatory.

## ARTICLE 12

### **Statistics**

1. Each Contracting Party shall provide to the other Contracting Party statistics that are required by domestic laws and regulations, and, upon request, other available statistical information as may be reasonably required for the purpose of reviewing the operation of the air services.
2. The Contracting Parties shall cooperate in the framework of the Joint Committee under Article 21 (The Joint Committee) of this Agreement to facilitate the exchange of statistical information between them for the purpose of monitoring the development of air services under this Agreement.

## TITLE II

### **REGULATORY COOPERATION**

## ARTICLE 13

### **Aviation Safety**

1. The Contracting Parties shall ensure that their legislation delivers, at a minimum, the standards specified in Part A of Annex III, under the conditions set out hereafter.
2. The Contracting Parties shall ensure that aircraft registered in one Contracting Party suspected of non-compliance with international aviation safety standards established pursuant to the Convention landing at airports open to international air traffic in the territory of the other Contracting Party shall be subject to ramp inspections by the competent authorities of that other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment.
3. Either Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party.
4. Either competent authorities of a Contracting Party may take all appropriate and immediate measures whenever they ascertain that an aircraft, a product or an operation may:
  - (a) fail to satisfy the minimum standards established pursuant to the Convention, the legislation specified in Part A of Annex III, or the equivalent Jordanian Legislation compliant with paragraph 1 of this Article, whichever is applicable,

- (b) give rise to serious concerns – established through an inspection referred to in paragraph 2 –that an aircraft or the operation of an aircraft does not comply with the minimum standards established pursuant to the Convention, the legislation specified in Part A of Annex III, or the equivalent Jordanian Legislation compliant with paragraph 1 of this Article, whichever is applicable, or
- (c) give rise to serious concerns that there is a lack of effective maintenance and administration of minimum standards established pursuant to the Convention, the legislation specified in Part A of Annex III, or the equivalent Jordanian Legislation compliant with paragraph 1 of this Article, whichever is applicable.

5. Where the competent authorities of one Contracting Party take action under paragraph 4, they shall promptly inform the competent authorities of the other Contracting Party of taking such action, providing reasons for its action.

6. Where measures taken in application of paragraph 4 are not discontinued even though the basis for taking them has ceased to exist, either Contracting Party may refer the matter to the Joint Committee.

## ARTICLE 14

### **Aviation Security**

1. The Contracting Parties shall ensure that their legislation delivers, at a minimum, the standards specified in Part B of Annex III to this Agreement, under the conditions set out hereafter.

2. The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm their obligations to each other to provide for the security of civil aviation against acts of unlawful interference, and in particular their obligations under the Chicago Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963<sup>1</sup>, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970<sup>2</sup>, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971<sup>3</sup>, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988<sup>4</sup> and the Convention on the marking of plastic explosives for purpose of detection signed at

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<sup>1</sup> Treaty Series No. 126 (1969) Cmnd 4230

<sup>2</sup> Treaty Series No. 039 (1972) Cmnd 4956

<sup>3</sup> Treaty Series No. 010 (1974) Cmnd 5524

<sup>4</sup> Treaty Series No. 020 (1991) Cm 1470

Montreal on 1 March 1991<sup>1</sup>, insofar as both Contracting Parties are parties to these conventions, as well as all other conventions and protocols relating to civil aviation security of which both Contracting Parties are parties.

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security Standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organisation (ICAO) and designated as Annexes to the Chicago Convention, to the extent that such security provisions are applicable to the Contracting Parties. Both Contracting Parties shall require that operators of aircraft of their registry, operators who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory, act in conformity with such aviation security provisions.

5. Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet increases in the threat. Each Contracting Party agrees that their air carriers may be required to observe the aviation security provisions referred to in paragraph 4 required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party.

6. Each Contracting Party shall also act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat. Except in case of emergency, each Contracting Party will inform the other Contracting Party in advance of any special security measures it intends to introduce which could have a significant financial or operational impact on the air transport services provided under this Agreement. Either Contracting Party may request a meeting of the Joint Committee to discuss such security measures, as provided for in Article 21 (The Joint Committee) of this Agreement.

7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

8. Each Contracting Party shall take all measures it finds practicable to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever

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<sup>1</sup> Treaty Series No. 134 (2000) Cm 5018

practicable, such measures shall be taken on the basis of mutual consultations.

9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party.

10. Without prejudice to Article 4 (Refusal, Revocation, Suspension, Limitation of Authorisations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit or impose conditions on the operating authorisation of one or more air carriers of such other Contracting Party.

11. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

12. Any action taken in accordance with the paragraph 10 of this Article shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

## ARTICLE 15

### **Air Traffic Management**

1. The Contracting Parties shall ensure that their legislation delivers the standards specified in Part C of Annex III to this Agreement, under the conditions set out hereafter.

2. The Contracting Parties commit themselves to the highest degree of cooperation in the field of air traffic management with a view to extending the Single European Sky to Jordan in order to enhance current safety standards and overall efficiency for general air traffic standards in Europe, to optimise capacities and to minimise delays. To this purpose, an appropriate participation of Jordan to the single sky committee shall be ensured. The Joint Committee shall be responsible for monitoring and facilitating cooperation in the field of air traffic management.

3. With a view to facilitating the application of the Single European Sky legislation in their territories:

- (a) Jordan shall take the necessary measures to adjust their air traffic management institutional structures to the Single European Sky, in particular by establishing pertinent national supervisory bodies at least functionally independent of air navigation service providers; and
- (b) The European Union shall associate Jordan with relevant operational initiatives in the fields of air navigation services, airspace and interoperability that stem from the Single European Sky, in particular

through the early involvement of Jordan's efforts to establish functional airspace blocks, or through appropriate coordination on SESAR.

## ARTICLE 16

### **Environment**

1. The Contracting Parties recognize the importance of protecting the environment when developing and implementing international aviation policy.
2. The Contracting Parties recognise the importance of working together, and within the framework of multilateral discussions, to consider the effects of aviation on the environment and the economy, and to ensure that any mitigating measures are fully consistent with the objectives of this Agreement.
3. Nothing in this Agreement shall be construed to limit the authority of the competent authorities of a Contracting Party to take all appropriate measures within its sovereign jurisdiction to prevent or otherwise address the environmental impacts of air transport provided that such measures are fully consistent with their rights and obligations under international law and are applied without distinction as to nationality.
4. The Contracting Parties shall ensure that their legislation delivers the standards specified in Part D of Annex III to this Agreement.

## ARTICLE 17

### **Consumer Protection**

The Contracting Parties shall ensure that their legislation delivers the standards relating to air transport specified in Part E of Annex III to this Agreement.

## ARTICLE 18

### **Computer Reservation Systems**

The Contracting Parties shall ensure that their legislation delivers the standards specified in Part F of Annex III to this Agreement.

## ARTICLE 19

### **Social Aspects**

The Contracting Parties shall ensure that their legislation delivers the standards relating to air transport specified in Part G of Annex III to this Agreement.

## TITLE III

### **INSTITUTIONAL PROVISIONS**

## ARTICLE 20

### **Interpretation and Enforcement**

1. The Contracting Parties shall take all appropriate measures, whether general or particular, to ensure fulfilment of the obligations arising out of this Agreement and shall refrain from any measures which would jeopardise attainment of the objectives of this Agreement.
2. Each Contracting Party shall be responsible, in its own territory, for the proper enforcement of this Agreement and in particular the legislation that delivers the standards specified in Annex III to this Agreement.
3. Each Contracting Party shall give the other Contracting Party all necessary information and assistance in the case of investigations on possible infringements which that other Contracting Party carries out under its respective competences as provided in this Agreement.
4. Whenever the Contracting Parties act under the powers granted to them by this Agreement on matters which are of interest to the other Contracting Party and which concern the authorities or undertakings of the other Contracting Party, the competent authorities of the other Contracting Party shall be fully informed and given the opportunity to comment before a final decision is taken.

## ARTICLE 21

### **The Joint Committee**

1. A committee composed of representatives of the Contracting Parties (hereinafter referred to as the Joint Committee) is hereby established, which shall be responsible for the administration of this Agreement and shall ensure its proper implementation. For this purpose, it shall make recommendations and take decisions in the cases provided for in this Agreement.

2. The decisions of the Joint Committee shall be adopted by consensus and shall be binding upon the Contracting Parties. They will be put into effect by the Contracting Parties in accordance with their own rules.
3. The Joint Committee shall adopt, by a decision, its rules of procedure.
4. The Joint Committee shall meet as and when necessary. Either Contracting Party may request the convening of a meeting.
5. A Contracting Party may also request a meeting of the Joint Committee to seek to resolve any question relating to the interpretation or application of this Agreement. Such a meeting shall begin at the earliest possible date, but not later than two months from the date of receipt of the request, unless otherwise agreed by the Contracting Parties.
6. For the purpose of the proper implementation of this Agreement, the Contracting Parties shall exchange information and, at the request of either Contracting Party, shall hold consultations within the Joint Committee.
7. If, in the view of one of the Contracting Parties, a decision of the Joint Committee is not properly implemented by the other Contracting Party, the former may request that the issue be discussed by the Joint Committee. If the Joint Committee cannot solve the issue within two months of its referral, the requesting Contracting Party may take appropriate safeguard measures under Article 23 (Safeguard Measures) of this Agreement.
8. The decisions of the Joint Committee shall state the date of its implementation in the Contracting Parties and any other information likely to concern economic operators.
9. Without prejudice to paragraph 2, if the Joint Committee does not take a decision on an issue which has been referred to it within six months of the date of referral, the Contracting Parties may take appropriate temporary safeguard measures under Article 23 (Safeguard Measures) of this Agreement.
10. The Joint Committee shall examine questions relating to bilateral investments of majority participation, or changes in the effective control of air carriers of the Contracting Parties.
11. The Joint Committee shall also develop cooperation by:
  - (a) fostering expert-level exchanges on new legislative or regulatory initiatives and developments, including in the fields of security, safety, the environment, aviation infrastructure (including slots), competitive environment and consumer protection;
  - (b) regularly examining the social effects of this Agreement as it is implemented, notably in the area of employment and developing

appropriate responses to concerns found to be legitimate;

- (c) considering potential areas for the further development of this Agreement, including the recommendation of amendments to this Agreement; and
- (d) agreeing, on the basis of consensus, proposals, approaches or documents of a procedural nature directly related to the functioning of this Agreement

12. The Contracting Parties share the goal of maximising the benefits for consumers, airlines, labour, and communities by extending this Agreement to include third countries. To this end, the Joint Committee shall work to develop a proposal regarding the conditions and procedures, including any necessary amendments to this Agreement that would be required for third countries to accede to this Agreement.

## ARTICLE 22

### **Dispute Resolution and Arbitration**

1. Either Contracting Party may request the Association Council established under the Association Agreement to examine any dispute relating to the application or interpretation of this Agreement, having not been resolved in accordance with Article 21 (The Joint Committee) of this Agreement.

2. The Association Council established under the Association Agreement may settle the dispute by means of a decision.

3. The Contracting Parties shall take the necessary measures to implement the decision referred to in paragraph 2.

4. Should the Contracting Parties be unable to settle the dispute through the Joint Committee or in accordance with paragraph 2, the dispute shall, at the request of either Contracting Party, be submitted to an arbitration panel of three arbitrators in accordance with the procedure laid down hereafter:

- (a) each Contracting Party shall appoint an arbitrator within sixty (60) days from the date of reception of the notification for the request for arbitration by the arbitration panel addressed by the other Contracting Party through diplomatic channels; the third arbitrator should be appointed by the other two arbitrators within sixty (60) additional days. If one of the Contracting Parties has not appointed an arbitrator within the agreed period, or if the third arbitrator is not appointed within the agreed period, each Contracting Party may request the President of the Council of the ICAO to appoint an arbitrator or arbitrators, whichever is applicable;
- (b) the third arbitrator appointed under the terms of paragraph a) above should be a national of a third State and shall act as a President of the

arbitration panel;

- (c) the arbitration panel shall agree its rules of procedure; and
- (d) subject to the final decision of the arbitration panel, the initial expenses of the arbitration shall be shared equally by the Contracting Parties.

5. At the request of a Contracting Party and pending the final decision of the arbitration panel, the arbitration panel may order the other Contracting Party to implement interim relief measures.

6. Any provisional decision or final decision of the arbitration panel shall be binding upon the Contracting Parties.

7. If one of the Contracting Parties does not act in conformity with a decision of the arbitration panel taken under the terms of this Article within thirty (30) days from the notification of the aforementioned decision, the other Contracting Party may, for as long as this failure endures, limit, suspend or revoke the rights or privileges which it had granted under the terms of this Agreement from the Contracting Party at fault.

## ARTICLE 23

### **Safeguard Measures**

1. The Contracting Parties shall take any general or specific measures required to fulfil their obligations under this Agreement. They shall see to it that the objectives set out in this Agreement are attained.

2. If either Contracting Party considers that the other Contracting Party has failed to fulfil an obligation under this Agreement, it may take appropriate measures. Safeguard measures shall be restricted with regard to their scope and duration to what is strictly necessary in order to remedy the situation or maintain the balance of this Agreement. Priority shall be given to such measures as will least disturb the functioning of this Agreement.

3. A Contracting Party which is considering taking safeguard measures shall notify the other Contracting Parties through the Joint Committee and shall provide all relevant information.

4. The Contracting Parties shall immediately enter into consultations in the Joint Committee with a view to finding a commonly acceptable solution.

5. Without prejudice to Articles 3(d) (Authorisation), Article 4(d) (Refusal, Revocations, Suspension, Limitation of Authorisation) and Articles 13 (Aviation safety) and 14 (Aviation security) of this Agreement, the Contracting Party concerned shall not take safeguard measures until one month has elapsed after the date of notification under paragraph 3, unless the consultation procedure under paragraph 4

has been concluded before the expiration of the stated time limit.

6. The Contracting Party concerned shall, without delay, notify the measures taken to the Joint Committee and shall provide all relevant information.

7. Any action taken under the terms of this Article shall be suspended, as soon as the Contracting Party at fault satisfies the provisions of this Agreement.

#### ARTICLE 24

### **Geographic Extension of the Agreement**

The Contracting Parties commit to conduct a continuous dialogue to ensure the coherence of this Agreement with the Barcelona process and aim, as an ultimate goal, a common Euro Mediterranean Aviation Area. Therefore, the possibility of mutually agreeing amendments to take into account similar Euro Mediterranean Aviation agreements shall be explored within the Joint Committee in accordance with paragraph 11 of Article 21 (The Joint Committee).

#### ARTICLE 25

### **Relationship to other Agreements**

1. The provisions of this Agreement supersede the relevant provisions of existing bilateral agreements between Jordan and the Member States. However, existing traffic rights which originate from these bilateral agreements and which are not covered under this Agreement can continue to be exercised, provided that there is no discrimination between air carriers of the European Union on the basis of nationality.

2. Notwithstanding Paragraph 1 of this Article, and subject to Article 27 (Termination), if this Agreement is terminated or ceases to be provisionally applied, the regime applicable to air services between the Contracting Parties' respective territories may be agreed by them prior to termination.

3. If the Contracting Parties become parties to a multilateral agreement, or endorse a decision adopted by ICAO or another international organisation, that addresses matters covered by this Agreement, they shall consult in the Joint Committee to determine whether this Agreement should be revised to take into account such developments.

4. This Agreement shall be without prejudice to any decision by the two Contracting Parties to implement future recommendations that may be made by the ICAO. The Contracting Parties shall not cite this Agreement, or any part of it, as the basis for opposing consideration in the ICAO of alternative policies on any matter covered by this Agreement.

## ARTICLE 26

### **Amendments**

1. If one of the Contracting Parties wishes to amend the provisions of this Agreement, it shall notify the Joint Committee accordingly. The amendment to this Agreement shall enter into force after completion of the respective internal procedures of each contracting party.
2. The Joint Committee may, upon the proposal of one Contracting Party and in accordance with this Article, decide to modify the Annexes to this Agreement.
3. This Agreement shall be without prejudice to the right of each Contracting Party, subject to compliance with the principle of non-discrimination to unilaterally adopt new legislation or amend its existing legislation in the field of air transport or an associated area mentioned in Annex III to this Agreement.
4. As soon as new legislation in the field of air transport or an associated area covered by Annex III that could impact the proper functioning of this Agreement is being drawn up by one of the Contracting Parties, it shall inform and consult the other Contracting Party as closely as possible. At the request of one of the Contracting Parties, a preliminary exchange of views may take place in the Joint Committee.
5. As soon as a Contracting Party has adopted new legislation or an amendment to its legislation in the field of air transport or an associated area mentioned in Annex III that could impact the proper functioning of this Agreement, it shall inform the other Contracting Party not later than thirty days after its adoption. Upon the request of any Contracting Party, the Joint Committee shall within sixty days thereafter hold an exchange of views on the implications of such new legislation or amendment for the proper functioning of this Agreement.
6. Following the exchanges of view referred to in paragraph 5 above, the Joint Committee shall:
  - (a) adopt a decision revising Annex III of this Agreement so as to integrate therein, if necessary on a basis of reciprocity, the new legislation or amendment in question;
  - (b) adopt a decision to the effect that the new legislation or amendment in question shall be regarded as in accordance with this Agreement; or
  - (c) recommend any other measures, to be adopted within a reasonable period of time, to safeguard the proper functioning of this Agreement.

## ARTICLE 27

### **Termination**

1. This Agreement is concluded for an unlimited period.
2. Either Contracting Party may, at any time, give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to ICAO. This Agreement shall terminate at midnight GMT at the end of the IATA traffic season in effect one year following the date of written notification of termination, unless:
  - (a) the notice is withdrawn by agreement of the Contracting Parties before the expiry of this period; or
  - (b) the Contracting Party other than the one giving the notice for termination requests a longer period of time, not exceeding 18 months, in order to ensure satisfactory negotiation of the subsequent regime applicable to air services between their respective territories.

## ARTICLE 28

### **Registration with the International Civil Aviation Organisation and the United Nations Secretariat**

This Agreement and all amendments thereto shall be registered with the ICAO and with the UN Secretariat.

## ARTICLE 29

### **Entry into Force**

1. This Agreement shall enter into force one month after the date of the last note in an exchange of diplomatic notes between the Contracting Parties confirming that all necessary procedures for entry into force of this Agreement have been completed. For purposes of this exchange, the Hashemite Kingdom of Jordan shall deliver to the General Secretariat of the Council of the European Union its diplomatic note to the European Union and its Member States, and the General Secretariat of the Council of the European Union shall deliver to the Hashemite Kingdom of Jordan the diplomatic note from the European Union and its Member States. The diplomatic note from the European Union and its Member States shall contain communications from each Member State confirming that its necessary procedures for entry into force of this Agreement have been completed.

2. Notwithstanding Paragraph 1 of this Article, the Contracting Parties agree to provisionally apply this Agreement from the first day of the month following the earliest of (i) the date of the latest note of which the Parties have notified each other of the completion of the procedures necessary to provisionally apply this Agreement, or (ii) subject to the internal procedures and/or domestic legislation, as applicable, of the Contracting Parties, the date that falls 12 months from the date of signature of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised, have signed this Agreement.

Done at Brussels on the fifteenth day of December in the year two thousand and ten, in duplicate, in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish, Swedish and Arabic languages, each text being equally authentic.

[Here follows the signatures]

## ANNEX I

### AGREED SERVICES AND SPECIFIED ROUTES

1. This Annex is subject to the transitional provisions contained in Annex II to this Agreement.
2. Each Contracting Party grants to the air carriers of the other Contracting Party the rights to provide air transport services on the routes specified hereunder:
  - (a) for air carriers of the European Union: Points in the European Union – One or more intermediate points in Euromed countries, ECAA countries, or countries listed in Annex IV - One or more points in Jordan.
  - (b) for air carriers of Jordan: Points in Jordan – One or more intermediate points in Euromed countries, ECAA countries or countries listed in Annex IV – One or more points in the European Union.
3. The services operated, according to paragraph 2 of the present Annex, shall originate or terminate in the territory of Jordan, for Jordan air carriers, and in the territory of the European Union for Community air carriers.
4. The air carriers of each Contracting Party may on any or all flights and at their option:
  - (a) operate flights in either or both directions;
  - (b) combine different flight numbers within one aircraft operation;
  - (c) serve intermediate, as specified in paragraph 2 of this Annex, and points in the territories of the Contracting Parties in any combination and in any order;
  - (d) omit stops at any point or points;
  - (e) transfer traffic from any of its aircraft to any of its other aircraft at any point;
  - (f) make stopovers at any points whether within or outside the territory of either Contracting Party;
  - (g) carry transit traffic through the other Contracting Party's territory; and
  - (h) combine traffic on the same aircraft regardless of where such traffic originates.
5. Each Contracting Party shall allow each air carrier to determine the frequency and capacity of the international air transport it offers based upon commercial

considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the air carriers of the other Contracting Party, except for customs, technical, operational, environmental, protection of health reasons.

6. The air carriers of each Contracting Party may serve, notably but not exclusively within the framework of code share arrangements, any points located in a third country that is not included on the specified routes, provided that they do not exercise 5th freedom rights.

TRANSITIONAL PROVISIONS

1. The implementation and application of all the provisions of this Agreement, especially the standards specified in Annex III, except part B of that Annex, shall be verified by an evaluation under the responsibility of the European Union and shall be approved by a decision of the Joint Committee. Such an evaluation shall be conducted on the earliest of (i) the date on which Jordan notifies the Joint Committee of its fulfilment of the harmonisation process based on Annex III of this Agreement, or (ii) one year after the entry into force of this Agreement.
2. Notwithstanding the provisions of Annex I, the agreed services and specified routes of this Agreement, shall not include, until the moment of the adoption of the decision referred to in paragraph 1 of this Annex II, the right for the air carriers of all Contracting Parties to exercise 5<sup>th</sup> freedom rights, including for the air carriers of Jordan between points within the territory of the European Union. However, all traffic rights already granted by one of the bilateral agreements between Jordan and the Member States of the European Union can continue to be exercised insofar as there is no discrimination between air carriers of the European Union on the basis of nationality.
3. Notwithstanding paragraph 1 of this Annex, the implementation and application of the security standards specified in part B of Annex III shall be verified by an evaluation under the responsibility of the European Union and shall be approved by a decision of the Joint Committee. The confidential parts of the security legislation indicated in Part B of Annex III will be shared with Jordan only once such a decision is adopted.
4. All Air Carriers of both Contracting Parties shall benefit from the right provided in Article 8 paragraph 3(a)(i) ("self-handling") at the Queen Alia International Airport on 1<sup>st</sup> January 2016 at the latest. In the meantime, all ground-handling services at that airport shall be available on an equal and non discriminatory basis to all air carriers; prices of such services shall not exceed their full cost including a reasonable return on assets, after depreciation.

LIST OF CIVIL AVIATION RULES

A. AVIATION SAFETY

No 3922/91

Council Regulation (EEC) 3922/91 of 16 December 1991 on the harmonisation of technical requirements and administrative procedures in the field of civil aviation

as amended by:

- Commission Regulation (EC) No 2176/96 of 13 November 1996 amending to scientific and technical progress Council Regulation (EEC) No 3922/91;
- Commission Regulation (EC) No 1069/1999 of 25 May 1999 adapting to scientific and technical progress Council Regulation (EEC) No 3922/91;
- Commission Regulation (EC) No 2871/2000 of 28 December 2000 adapting to scientific and technical progress Council Regulation (EEC) No 3922/91;
- Regulation (EC) No 1592/2002 of the European Parliament and of the Council of 15 July 2002 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency

Applicable provisions: Articles 1 to 10, 12 to 13 with the exception of Article 4, paragraph 1 and Article 8 paragraph 2, sentence 2, Annexes I, II and III. As regards the application of Article 12 "Member States" shall read "Member States of the European Union".

- Regulation (EC) No 1899/2006 of 12 December 2006 on the harmonisation of technical requirements and administrative procedures in the field of civil aviation;
- Regulation (EC) No 1900/2006 of the European Parliament and of the Council of 20 December 2006 amending Council Regulation (EEC) No 3922/91 on the harmonisation of technical requirements and administrative procedures in the field of civil aviation;
- Commission Regulation (EC) No 8/2008 of 11 December 2007 amending Council Regulation (EEC) No 3922/91 as regards common technical requirements and administrative procedures applicable to commercial transportation by aeroplane;

- Commission Regulation (EC) No 859/2008 of 20 August 2008 amending Council Regulation (EEC) No 3922/91 as regards common technical requirements and administrative procedures applicable to commercial transportation by aeroplane;

Applicable provisions: Articles 1 to 10, 12 to 13 with the exception of Article 4(1) and Article 8(2) (second sentence), Annexes I to III. As regards the application of Article 12, "Member States" shall read "Member States of the European Union".

No 216/2008

Regulation (EC) No 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency, and repealing Council Directive 91/670/EEC, Regulation (EC) No 1592/2002 and Directive 2004/36/EC

Applicable provisions: Articles 1 to 68 with the exception of Article 65, the second subparagraph of Article 69(1), Article 69(4), Annexes I to VI

No 94/56

Council Directive 94/56/EC of 21 November 1994 establishing the fundamental principles governing the investigations of civil aviation accidents and incidents

Applicable provisions: Articles 1 to 12

No 2003/42

Directive 2003/42/EC of the European Parliament and the Council of 13 June 2003 on occurrence reporting in civil aviation

Applicable provisions: Articles 1 to 11, Annexes I and II

No 1702/2003

Commission Regulation (EC) No 1702/2003 of 24 September 2003 laying down implementing rules for the airworthiness and environmental certification of aircraft and related products, parts and appliances, as well as for the certification of design and production organisations as amended by:

- Commission Regulation (EC) No 381/2005 of 7 March 2005 amending Regulation (EC) No 1702/2003
- Commission Regulation (EC) No 706/2006 of 8 May 2006 amending Regulation (EC) No 1702/2003 as regards the period during which Member States may issue approvals of a limited duration

- Commission Regulation (EC) No 335/2007 of 28 March 2007 amending Regulation (EC) No 1702/2003 as regards the implementing rules related to environmental certification of aircraft and related products, parts and appliances
- Commission Regulation (EC) No 375/2007 of 30 March 2007 amending Regulation (EC) No 1702/2003 laying down implementing rules for the airworthiness and environmental certification of aircraft and related products, parts and appliances, as well as for the certification of design and production organisations
- Commission Regulation (EC) No 287/2008 of 28 March 2008 on the extension of the period of validity of referred to in Article 2c(3) of Regulation (EC) No 1702/2003
- Commission Regulation (EC) No 1057/2008 of 27 October 2008 amending Appendix II of Annex to Regulation (EC) No 1702/2003 concerning the Airworthiness Review Certificate (EASA Form 15a)

Applicable provisions: Articles 1 to 4, Annex. The transitional periods referred to in this Regulation shall be determined by the Joint Committee.

No 2042/2003

Commission Regulation (EC) No 2042/2003 of 20 November 2003 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks

Applicable provisions: Articles 1 to 6, Annexes I to IV

As amended by:

- Commission Regulation (EC) No 707/2006 of 8 May 2006 amending Regulation (EC) No 2042/2003 as regards approvals of a limited duration and Annexes I and III
- Commission Regulation (EC) No 376/2007 of 30 March 2007 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks
- Commission Regulation (EC) No 1056/2008 of 27 October 2008 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks

Applicable provisions: Articles 1 to 6, Annexes I to IV

B. AVIATION SECURITY

No 300/2008

Regulation (EC) No 300/2008 of the European Parliament and of the Council of 11 March 2008 on common rules in the field of civil aviation security and repealing Regulation (EC) No 2320/2002

Applicable provisions: Articles 1 to 18, Article 21, Article 24(2)-(3), Annex

No 820/2008

Commission Regulation (EC) No 820/2008 of 8 August 2008 laying down measures for the implementation of the common basic standards on aviation security

Applicable provisions: Articles 1 to 6, Annex, Attachment 1

No 1217/2003

Commission Regulation (EC) No 1217/2003 of 4 July 2003 laying down common specifications for national civil aviation security quality control programmes

Applicable provisions: Articles 1 to 11, Annexes I and II

No 1486/2003

Commission Regulation (EC) No 1486/2003 of 22 August 2003 laying down procedures for conducting Commission inspections in the field of civil aviation security

Applicable provisions: Articles 1 to 16

No 1138/2004

Commission Regulation (EC) No 1138/2004 of 21 June 2004 establishing a common definition of critical parts of security restricted areas at airports

Applicable provisions: Articles 1 to 8

C. AIR TRAFFIC MANAGEMENT

No 549/2004

Regulation (EC) No 549/2004 of the European Parliament and of the Council

of 10 March 2004 laying down the framework for the creation of the single European sky (the "framework Regulation")

Applicable provisions: Articles 1 to 4, 6, and 9 to 14.

No 550/2004

Regulation (EC) No 550/2004 of the European Parliament and of the Council of 10 March 2004 on the provision of air navigation services in the single European sky (the service provision Regulation)

Applicable provisions: Articles 1 to 19

No 551/2004

Regulation (EC) No 551/2004 of the European Parliament and of the Council of 10 March 2004 on the organisation and use of the airspace in the single European sky (the airspace Regulation)

Applicable provisions: Articles 1 to 11

No 552/2004

Regulation (EC) No 552/2004 of the European Parliament and of the Council of 10 March 2004 on the interoperability of the European Air Traffic Management network (the interoperability Regulation)

Applicable provisions: Articles 1 to 12

No 2096/2005

Commission Regulation (EC) No 2096/2005 of 20 December 2005 laying down common requirements for the provision of air navigation services as amended by:

- Commission Regulation (EC) No 1315/2007 of 8 November 2007 on safety oversight in air traffic management and amending Regulation (EC) 2096/2005.

Applicable provisions: Articles 1 to 9, Annexes I to V

- Commission Regulation (EC) N° 482/2008 of 30 May 2008 establishing a software safety assurance system to be implemented by air navigation service providers and amending Annex II to Regulation (EC) N° 2096/2005.

Applicable provisions: Articles 1 to 5, Annexes I to II

No 2150/2005

Commission Regulation (EC) No 2150/2005 of 23 December 2005 laying down common rules for the flexible use of airspace

Applicable provisions: Articles 1 to 9, Annex

No 1794/2006

Commission regulation (EC) No 1794/2006 of 6 December 2006 laying down a common charging scheme for air navigation services

Applicable provisions: Articles 1 to 17, Articles 18 to 19, Annexes I to VI

#### D. ENVIRONMENT

No 2006/93

Directive 2006/93/EC of the European Parliament and of the Council of 12 December 2006 on the regulation of the operation of aeroplanes covered by Part II, Chapter 3, Volume 1 of Annex 16 to the Convention on International Civil Aviation, second edition

Applicable provisions: Articles 1 to 6 and Annexes I and II

No 2002/30

Directive 2002/30/EC of the European Parliament and of the Council of 26 March 2002 on the establishment of rules and procedures with regard to the introduction of noise-related operating restrictions at Community airports

Applicable provisions: Articles 1 to 15, Annexes I and II

No 2002/49

Directive 2002/49/EC of the European Parliament and of the Council of 25 June 2002 relating to the assessment and management of environmental noise

Applicable provisions: Articles 1 to 16, Annexes I to IV

#### E. CONSUMER PROTECTION

No 90/314

Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours

Applicable provisions: Articles 1 to 10

No 93/13

Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts

Applicable provisions: Articles 1 to 10 and Annex

No 95/46

Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data

Applicable provisions: Articles 1 to 34

No 2027/97

Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents

as amended by:

- Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97

Applicable provisions: Articles 1 to 8

No 261/2004

Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91

Applicable provisions: Articles 1 to 17

No 1107/2006

Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air

Applicable provisions: Articles 1 to 17, Annexes I and II

## F. COMPUTER RESERVATION SYSTEMS

No 80/2009

Regulation (EC) No 80/2009 of the European Parliament and of the Council of 14 January 2009 on a Code of Conduct for computerised reservation systems and repealing Council Regulation (EEC) No 2299/89

G. SOCIAL ASPECTS

No 1989/391

Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work

Applicable provisions: Articles 1 to 16, and 18-19

No 2003/88

Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time

Applicable provisions: Articles 1 to 19, 21 to 24 and 26 to 29

No 2000/79

Council Directive 2000/79/EEC of 27 November 2000 concerning the European agreement on the organisation of working time of mobile workers in civil aviation concluded by the Association of European Air carriers (AEA), the European Transport Workers' Federation (ETF), the European Cockpit Association (ECA), the European Regions Air carrier Association (ERA) and the International Air Carrier Association (IACA)

## ANNEX IV

List of other States referred to in Articles 3 and 4, and Annex I

1. The Republic of Iceland (under the Agreement on the European Economic Area);
2. The Principality of Liechtenstein (under the Agreement on the European Economic Area);
3. The Kingdom of Norway (under the Agreement on the European Economic Area);
4. The Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation).



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