

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN
AND THE GOVERNMENT OF THE HASHEMITE KINGDOM
OF JORDAN
FOR AIR SERVICES BETWEEN AND BEYOND THEIR
RESPECTIVE TERRITORIES**

The Government of the Republic of Uzbekistan and the Government of the Hashemite Kingdom of Jordan (hereinafter referred to as the "Contracting Parties").

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the Seventh day of December 1944, and

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

Have agreed as follows:-



ARTICLE 1 DEFINITIONS

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

- a- The term "The Convention" means the Convention on international Civil Aviation, opened for signature at Chicago on the seventh day of December , 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;**
- b- The term " Aeronautical Authorities" means in the case of the Government of the Republic of Uzbekistan the Director General of Civil Aviation and in the case of the Government of the Hashemite Kingdom of Jordan, Civil Aviation Authority / Minister of Transport and or any other authority legally empowered to perform the functions exercised now by the said authorities;**
- c- The term "Territory" in relation to a State means the land areas, the territorial and inland waters belonging to it and the airspace above under the sovereignty of that state;**
- d- The term "Designated Airline" means an airline which has been designated and authorized in accordance with Article 3 of the present Agreement;**
- e- The term "Air Service" means air service performed by aircraft for the public transport for passengers, cargo and mail. The terms "International Air Service" Airlines and stop for non - traffic purposes" have the meanings respectively assigned to them in article 96 of the Convention;**



- f- The terms "Aircraft Equipment", "Aircraft Stores" and "Spare Parts" have the meanings respectively assigned to them in Annex 9 of the Convention.
- g- The term "Capacity" in relation to "an aircraft" means the payload of that aircraft available on a route or section of a route; and
- h- The term "Capacity" in relation to "agreed service" means the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period and route or section of a route;
- i- The term "agreed services" and "specified routes" have the meaning respectively of scheduled international air services and of routes specified in the Annex to this Agreement;
- j- the term " Agreement " means this Agreement, the Annex attached thereto, and any amendments to the Agreement or the Annex;

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ARTICLE 2
RIGHTS AND PRIVILEGES OF DESIGNATED AIRLINES

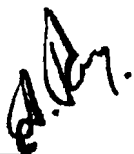
1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in accordance with the Annexes to the present Agreement. Such services and routes are hereafter called "the agreed services" and the "specified routes" respectively. The airline designated by each Contracting Party shall enjoy for the conduct of air services the following rights:
 - a- To fly without landing across the territory of the other Contracting Party;
 - b- To make stops in the said territory for non-traffic purposes; and
 - c- To make stops in the said territory at the points on the specified routes for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for the territory of the other Contracting Party or of a third country.
- 2- Nothing in paragraph (1) of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

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ARTICLE 3
DESIGNATION OF AIRLINES AND OPERATING
AUTHORIZATION

1. Each Contracting Party shall have the right to designate in writing through the Aeronautical Authorities to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (4 and 5) of this Article, without delay grant to the airline designated the appropriate operating authorization.
3. Each Contracting Party shall , have the right , by written notification to the other Contracting Party, to withdraw the designation of an airline and to designate another airline.
4. The Aeronautical Authorities of one Contracting Party may request the airline designated by the other Contracting Party to satisfy them that it is or they are qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air service by such authorities in conformity with the provisions of the Convention.
5. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.



6. When an airline has been designated and authorized, it may at any time begin to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 11 of the present Agreement is in force in respect of that service.
7. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in the present paragraph by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:
 - a- in any case where there is reason to doubt that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party; or
 - b- in the case of failure by that airline to comply with the laws or regulations in force in the territory of the Contracting Party granting these rights; or
 - c- in case the airline otherwise fails to operate in accordance with conditions prescribed under the present Agreement.
8. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (7) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.



ARTICLE 4 CAPACITY

- 1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.**
- 2. In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to effect unduly the services which the latter provide on the whole or part of the same routes.**
- 3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonable anticipated requirements for the carriage of passengers, cargo and mail, originating from or destined for the territory of the Contracting Party which had designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of State other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:**
 - a- Traffic requirements to and from the territory of the Contracting Party which has designated the airline:**
 - b- Traffic requirements of the area through which the airlines pass , after taking account of other transport services established by airlines of the State comprising the area; and**
 - c- The requirements of through airline operation.**



ARTICLE 5
APPROVAL OF SCHEDULES

1. The frequencies and the schedules for the operation of the agreed services shall be established by mutual agreement between the two designated airlines and submitted to the Aeronautical Authorities for approval at least 30 days prior to their entry into force. In case such an agreement cannot be reached between the two designated airlines the matter shall be referred to the Aeronautical Authorities of the Contracting Parties.
2. A Commercial Agreement between the two designated airlines shall be required while operating the agreed services. The Commercial Agreement shall be submitted to the respective Aeronautical Authorities for approval.



ARTICLE 6
APPLICATION OF LAWS AND REGULATIONS TO
AIRCRAFT

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into, or departure from, and while within the territory of the first Contracting Party.
2. The laws and regulation of one Contracting Party relating to admission to or departure from its territory of passengers crew or cargo of aircraft , including regulations relating to entry, clearance, immigration passports, customs and quarantine, shall be complied with by or on behalf of such passengers, crew or cargo of the airline of the other Contracting Party upon entrance into, departure from and while within the territory of the first Contracting Party.
3. On a basis of reciprocity visas will not be required for entry, stay and exit of the crews of the aircraft operated by the designated airlines of the Contracting Parties, provided that they leave on the same following flight on the return route. This refers also to cases where the crew, owing to the technical condition of the aircraft or to health and medical reasons remain in the country, and leave on the next following flight on the return route.

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ARTICLE 7
RECOGNITION OF CERTIFICATES AND LICENSES

1. **Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services, provided that such certificates and licenses are at least equal to or above the minimum standards which are established pursuant to the Convention . Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory , certificates of competency and licenses granted to its own nationals or rendered valid by another state.**

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ARTICLE 8 AVIATION SECURITY

- 1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this agreement.**
- 2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provision of the Convention on offenses and Certain other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963, the Convention for the Suppression on Unlawful Seizure of Aircraft , signed at the Hague on December 16, 1970, and the Convention for the Suppression of Unlawful Acts Against The safety of Civil Aviation, signed at Montreal on September 23, 1971, and the protocol for the suppression of Unlawful Acts of violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and other multilateral agreement governing aviation security binding upon both Contracting 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 act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties, they shall require that operators of Aircraft of their registry, operators of**



aircraft 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 agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (4) above required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding and loading.
6. Each Contracting Party shall give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
7. Each Contracting Party shall also give sympathetic consideration to a request from the other Contracting Party to enter into reciprocal administrative arrangements whereby the Aeronautical Authorities of one Contracting Party could make in the territory of the other Contracting Party their own assessment of the security measures being carried out by aircraft operators in respect of flights destined to the territory of the first Contracting Party.
8. 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.
9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party.



ARTICLE 9
EXEMPTIONS FROM DUTIES AND TAXES

1. Each Contracting Party shall on a basis of reciprocity exempt the designated airline of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties excise taxes, inspection fees and other national duties and charges on aircraft, fuel lubrication oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco, beverages and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use solely in connection with the operation of servicing of aircraft of the designated airline of such Contracting Party operating the agreed services, as well as printed ticket stock, airway bills, computer reservation system (CRS) equipment and any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline.
2. The exemption granted by this Article shall apply to the items referred to in paragraph (1) of this Article:
 - a. Introduced in the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party.
 - b. Retained on board the aircraft of the designated airline of one Contracting Party upon arriving to or departing from the territory of the other Contracting Party;
 - c. Taken on board the aircraft of the designated airline of one Contracting Party in the territory of other Contracting Party and intended for use in operating the agreed services;



whether or not such items are used or consumed wholly or partly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party. The material referred to in a,b, and c above shall be kept under customs supervision or control.

3. The regular airborne equipment, as well as materials and supplies normally retained on board the aircraft of the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under supervision of the said authorities up to such time they are re exported or otherwise disposed of in accordance with customs regulations.



ARTICLE 10
DIRECT TRANSIT TRAFFIC

Passengers, baggage and cargo in transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control. Baggage and Cargo in direct transit shall be exempt from customs duties and other similar taxes.



ARTICLE 11
ESTABLISHMENT OF TARIFFS

1. The tariffs to be charged by the airline of one Contracting Party for the carriage to or from the territory of the other Contracting Party shall be established at reasonable level, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service.
2. The tariffs referred to in paragraph (1) of this Article shall be agreed by the designated airlines of both Contracting Parties .
3. Agreements according to paragraph (2) above may, where possible, be reached through the rate fixing machinery of the International Air Transport Association , or any other multilateral framework for the establishment of tariffs.
4. The tariffs so agreed shall be submitted for the approval of the Aeronautical Authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction, in special cases, this time limit may be reduced subject to the consent of the said authorities.
5. If the designated airlines cannot agree on any of these tariffs or if for some other reason a tariff cannot be fixed in accordance with paragraph (2) of this Article, or if during the first 15 days of the thirty days period referred to in para 1 of this Article, one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariffs agreed in accordance with the provisions of ' paragraph (1) of this Article, the Aeronautical Authorities of the Contracting Parties shall endeavor to agree upon the tariffs.



6. If the Aeronautical Authorities cannot agree on the approval of any tariffs submitted to them under paragraph (4) of this Article or on the determination of any tariff under paragraph (5), the dispute shall be settled in accordance with the provisions of Article 15 of the present Agreement.
7. Subject to the provisions of paragraph (4) of this Article, no tariff shall come into force if the Aeronautical Authorities of either Contracting Party have not approved it.
8. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.



ARTICLE 12 TRANSFER OF EXCESS RECEIPTS

Based on the principle of reciprocity:

1. The designated airline of one Contracting Party shall be free to sell air transport services in the territory of the other Contracting Party, in local currency or in any freely convertible currency, either directly or through agents; if it is not Contradictory to the foreign exchange regulations of the Contracting Parties.
2. the designated airlines of the Contracting Parties shall be free to convert to freely convertible currency the excess of receipts over expenditure and to transfer from the territory of sale to their home territory this excess of receipts. Included in such net transfers shall be revenues from sales made directly or through an agent of air transport services, and ancillary supplementary services, and the payments shall be settled in conformity with the provisions of the payment agreement in force between the two countries, if such an agreement has been reached, and with the applicable currency regulations.
3. The designated airlines of the Contracting Parties shall receive approval for such transfers within at most (30) days of application. The procedure for such transfers shall be in accordance with the foreign exchange regulations of the country in which the revenue accrues.
4. The airline of the Contracting Parties shall be free to effect the actual transfer on receipt of approval. In the vent that, for technical reasons, such transfer cannot be effected immediately, the airlines of the Contracting Parties shall receive priority of transfer similar to that of the other Contracting Parties imports.
5. Each Contracting Party shall grant to the designated airline of the other Contracting Party the exemption of all taxes and duties on the profit or incomes derived from the operation of the air services. This exemption is valid until the two Contracting Parties reach an agreement relating to the avoidance of double taxation.



ARTICLE 13
REPRESENTATION

1. The designated airline of one Contracting Party shall be allowed on the basis of reciprocity to maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services. These staff shall be chosen among nationals of either of both Parties as may be necessary.
2. These staff requirements may, at the option of the designated airline, be satisfied by its own personnel or by using the services of other organization, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.
3. The representatives and staff shall be subject to the laws and regulations in force in the other Contracting Party, and consistent with such laws and regulations, each Contracting Party shall on the basis of reciprocity and with the minimum of delay grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph (1) of this Article.
4. Each Contracting Party undertakes to ensure that the respective designated airline of the other Contracting Party is provided with a suitable office and facilities required for its operation, in order to facilitate without undue delay the operation of the respective airlines of the Contracting Parties.



ARTICLE 14
CONSULTATIONS AND MODIFICATIONS

1. In a spirit of close co-operation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and Annex thereto.
2. If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement, it may request consultation with the other Contracting Party. Such consultation, (which may be prepared by discussion between the Aeronautical Authorities) may begin within a period of sixty (60) days of the date of request, unless both Contracting Parties agree to an extension of this period. Modifications so agreed upon shall be approved by such Contracting Party in accordance with its constitutional procedures and shall enter into force on the date of exchange of diplomatic notes indicating such approval.
3. Modifications to the Annex shall be agreed upon between the appropriate authorities of the Contracting Parties and shall come into force on the date of an exchange of diplomatic notes.



ARTICLE 15
CONFORMITY WITH MULTILATERAL CONVENTIONS

In the event of the conclusion of any general multilateral Convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such Convention.

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ARTICLE 16
SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiation between themselves.
2. If the Contracting Parties fail to reach a settlement by negotiation they may agree to refer the dispute for decision to some person or body if they do not so agree, dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the president of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such cases, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.
3. The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.
4. Each Contracting Party will be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Contracting Parties shall share equally all such further expenses involved in the activities of the tribunal including those of the president.



5. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under this Article, the other Contracting Party may limit, withhold, or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of that Contracting Party.



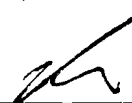
ARTICLE 17
EXCHANGE OF STATISTICAL DATA

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such statistical information as may be reasonably required for the purpose of determining the capacity to be provided by the designated airline, the amount of traffic carried on the agreed services as well as the origin and destination of no-stopover traffic, when exceptionally carried to/from third countries.



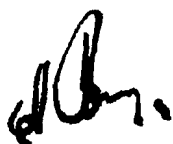
**ARTICLE 18
DENUNCIATION**

1. The present Agreement shall be concluded for an indefinite period of time.
2. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to denunciate the present Agreement ; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such a case the Agreement shall denunciate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to denunciate is withdrawn by agreement before the expire of this period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.



ARTICLE 19
REGISTRATION OF AGREEMENT WITH I.C.A.O.

The present Agreement and any amendments to it, shall be registered by either Contracting Party with the International Civil Aviation Organization (I.C.A.O).

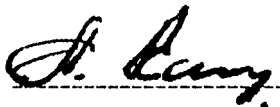


**ARTICLE 20
ENTRY INTO FORCE**

1. This Agreement and its Annexes shall be provisionally applicable from the date of initial.
2. This Agreement shall enter into force definitively on the day of the exchange of notes, through diplomatic channels confirming that it had been approved in accordance with the constitutional procedures of the Contracting Parties.

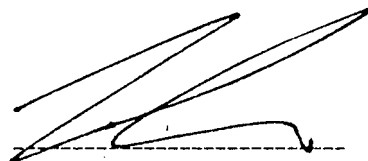
Done at **AMMAN** this day of *24th Nov* 1996 , in two originals in Arabic, Uzbek and English languages. All texts are being equally authenticated. In case of any differences the English text shall prevail.

**FOR THE GOVERNMENT
OF THE REPUBLIC OF
UZBEKISTAN**



**Abdul Aziz Kamilov
Minister of Foreign**

**FOR THE GOVERNMENT OF
THE HASHEMITE KINGDOM
OF JORDAN**



**Eng. Nasser A. Lozi
Minister of Transport Affairs**

ANNEX

Section 1

1. Routes to be served by the designated airline of the Republic of Uzbekistan in both directions

<u>Points of Departure</u>	<u>Intermediate Points</u>	<u>Points of Destination</u>	<u>Points beyond</u>
Points in Uzbekistan	Baku Sharjah	Points in Jordan	Larnaca, Cairo

Section II

2. Routes to be served by the designated airline of the Hashemite Kingdom of Jordan in both directions:

<u>Points of Departure</u>	<u>Intermediate Points</u>	<u>Points of Destination</u>	<u>Points beyond</u>
Points in Jordan	Two Points to be specified later	Points in Uzbekistan	Two Points to be specified later

3. The designated airline of either Contracting Party may, on any or all flights, omit any of the above points, provided that the agreed services on this route start and terminate in the territory of that contracting Party.
4. 5th freedom rights, to and from third countries, shall be agreed upon in advance by the two designated airlines and approved by two respective Aeronautical Authorities.

