

AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

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The Government of the Republic of the Philippines, and the Government of the Hashemite Kingdom of Jordan (hereinafter described as the "Contracting Parties").

Being parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement both opened for signature at Chicago on the 7th day of December 1944, and

Desiring to conclude an agreement for the purpose of establishing and operating air services between territories of the Philippines, and the Hashemite Kingdom of Jordan

Agree as follows:

ARTICLE I

DEFINITIONS

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

- a)
the term "aeronautical authorities " means in the case of the Republic of the Philippines, the Civil Aeronautics Board and/or any person or body authorized to perform any functions exercised at present by the said authority or similar functions, and in the case of the Hashemite Kingdom of Jordan, Civil Aviation Authority/ Ministry of Transport and /or any other Authority legally empowered to perform the functions exercised now by the said Authorities and , ;
- b)
the term "designated airlines" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article III of the present Agreement, for operation of air services on the routes specified in the Annex thereto;
- c)
the term " territory of the Contracting Part}" in the case of the Republic of the Philippines, means the territory of the Philippines as defined in its Constitution and in the case of the Hashemite Kingdom of Jordan means the land area and territorial waters adjacent thereto under its sovereignty;
- d)
the term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Article 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;
- e)
the term " air service" , "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 term " agreed services " means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail;
- g)
the term " specified route " means a route specified in the Annex to this Agreement;
- h)
the term " aircraft equipment ", " aircraft stores " and "spare parts " have the meanings respectively assigned to them in Annex 9 of the Convention;
- i)
the term "capacity" in relation to " an aircraft " means the payload of that aircraft available on a route or section of a route;
- j)
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;
- k)
the term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article XIV of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include the Annex except where explicitly agreed otherwise;

ARTICLE II

GRANT OF RIGHTS

- 1)
Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing and operating air services specified in the Annex to this Agreement.
- 2)
Subject to the provisions of the present Agreement, the airline designated by each Contracting Party shall enjoy the following privileges;
- 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 specified for that route in the Annex for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for other points as specified.
- 3)
Nothing in paragraph (2) of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE III

PRINCIPLES GOVERNING THE DESIGNATION OF AIRLINES AND THE REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes;

2)

On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without unnecessary delay, grant to the airline designated the appropriate operating authorization.

3)

The Aeronautical Authorities of one Contracting Party may require an airline designated by the Other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied by them in a manner not inconsistent with the provisions of the Convention to the operation of international commercial air services.

4)

Each Contracting Party shall have the right to refuse to accept the designation of an airline and withhold or revoke the grant to an airline of the operating authorization specified in paragraphs (2) of this Article or to impose such conditions as it may deem necessary in the exercise by an airline of the operating authorization in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

5)

Subject to the provisions of Article VII of the present Agreement, and to the statutory power of the Aeronautical Authorities of the Contracting Parties, at any time after the provisions of paragraphs (1), (2) and (3) of this Article have been complied with, an airline so designated and authorized may begin to operate the agreed services, provided that a tariff established in accordance with the provisions of Article IX of the present Agreement is in force in respect of that service.

6)

Each Contracting Party shall have the right to suspend the exercise by an airline of the operating authorization specified in paragraph (2) of this Article or to impose such conditions as it may deem necessary on the exercise by an airline of the operating authorization in any case where the airline fails to comply with the laws and regulations of the Contracting Party granting the operating authorization or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement, provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultations with the other Contracting Party.

ARTICLE IV

EXEMPTION FROM CUSTOMS DUTIES AND OTHER CHARGES

1) Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food beverages and tobacco), on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2)

There shall also be exempt from the same duties, and taxes, with exception of charges corresponding to the service performed :-

a)

aircraft stores taken on board in that territory of either Contracting Party, and for use on board aircraft engaged in an international air service of the other Contracting Party;

b)

spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;

c)

fuel and lubricants destined to supply aircraft operated on international air services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of journey-performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) may be required to be kept under customs supervision or control

3)

The exemptions provided in paragraph (2) of this Article shall also be available where the airline of one Contracting Party has contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (2) of this Article

ARTICLE V

MAINTENANCE OF TECHNICAL AND ADMINISTRATIVE PERSONNEL

Each designated airline is authorized to maintain in the territory of the other Contracting Party its own technical and administrative personnel, without prejudice to the national regulations of the respective Contracting Parties

ARTICLE VI

REMITTANCE OF EARNINGS

Each Contracting Party undertakes to grant the other Party free transfer, in any freely convertible currency at the official rate of exchange at the time of transfer or remittance, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline of the other Contracting Party. Wherever the payment system between Contracting Parties is governed by a special agreement, said Agreement shall apply.

ARTICLE VII

APPLICABILITY OF LAWS AND REGULATIONS

1) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air services, 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 entering into, or departing from or while within the territory of the first Contracting Party.

2)

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

ARTICLE VIII

PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1)

In order to develop the air transport services along the routes or sections thereof in the schedule made part of the Annex and for the purpose of achieving and maintaining equilibrium between the capacity of the specified air services and requirements of the public for air transportation, as determined by the aeronautical authorities of the Contracting Parties the following principles shall apply;

a-

The designated airline of each Contracting Party shall enjoy fair and equal opportunity for the operation of air services for the carriage of traffic between the territories of the two parties;

b-

In the operation by the designated airline of either Contracting Party of the specified air services, the interests of the airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route;

c-

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 reasonably anticipated requirements of passengers and cargo including mail between the territories of the Contracting Parties. Provisions for the carriage of passengers, baggage and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to :

(1)

traffic requirements to and from the territory of the Contracting Party which has designated the airline;

(2)

the requirements of through airline operations ;

(3)

the air transport needs of the area through which the airline passes; and

(4)

the adequacy of other air transport services established by airlines of the States concerned between their respective territories.

ARTICLE IX

TARIFFS

1)The tariffs to be charged by the airline of one Contracting Party for carriage of traffic to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, and the tariffs of other airlines.

2)

The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed by the designated airlines of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the International Air Transport Association.

3)

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 agreement of the said authorities.

4)

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 the provisions of paragraph (2) of this Article, or if during the first (15) days of the thirty (30) days period referred to in paragraph (3) of this Article, one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (3) of this Article, the Aeronautical Authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5)

If the Aeronautical Authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article or on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article XIII of the present Agreement.

6)

No tariff shall come into force if the Aeronautical Authorities of either Contracting Party have not approved it.

7) The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article .

ARTICLE X

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 provisions 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 other multilateral agreements 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 XI

RECOGNITION OF CERTIFICATES AND LICENSES

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex to this Agreement

Each Contracting Party reserves the right to refuse to recognize for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

ARTICLE XII

CONSULTATIONS

In the spirit of close co-operation the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto.

Such consultation, shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE XIII

SETTLEMENT OF DISPUTES

1)

If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement and its Annex, , the Contracting Parties shall in the first place endeavour 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 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 who shall be a national of a third State and shall act as President of the arbitral tribunal.

3)

The Contracting Parties shall equally share the remuneration necessary for the arbitrators as well as other expenses due to the activity of the tribunal.

4)

The Contracting Parties undertake to comply with any decision given under Paragraph 2 of this Article

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 paragraph 2 of this Article , the other Contracting Party may limit, withhold or revoke any rights 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 XIV

AMENDMENT

1)

If either of the Contracting Parties considers it desirable to modify the terms of the present Agreement including its annexes, it may request consultation with the other Contracting Party . Such consultation shall begin within a period of sixty (60) days from the date of the request Any modifications so agreed shall come into force when they have been confirmed by an exchange of Diplomatic Notes.

2)

In the event of the conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere , the present Agreement shall be modified to conform with the provisions of such convention or agreement.

ARTICLE XV

REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

The present Agreement and any modifications thereto in accordance with Article XIV above , shall be registered with the International Civil Aviation Organization.

ARTICLE XVI

TERMINATION

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of 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 XII CONSULTATIONS

In the spirit of close co-operation the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto.

Such consultation, shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE XVII ENTRY INTO FORCE

The present Agreement shall enter into force and effect on the date of the exchange of diplomatic notes, indicating that the respective constitutional requirements required by each Contracting Party have been complied with.

It witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement and affixed thereto their seals.

Done in duplicate in the Arabic and English languages at AMMAN this 6th day of March 1996 . Both texts are being equally authenticated, in case of any difference in interpretation, the English text shall prevail

FOR THE GOVERNMENT OF FOR THE GOVERNMENT OF THE REPUBLIC OF THE THE HASHEMITE KINGDOM PHILIPPINES OF JORDAN

(Sgd.)Rafael E. Seguis (Sgd.) Capt Jasser Zayyad
Ambassador of the Republic Director General of
of Philippines - Baghdad Civil Aviation Authority

ANNEX SCHEDULE OF ROUTES

Section A

1- Routes to be served by the designated airline f the REPUBLIC OF THE PHILIPPINES IN both directions:

**POINTS OF
INTERMEDIATE
POINTS OF
ORIGIN POINTS
DESTINATIONS**

Points in the
Any Point
Amman
Philippines

2- The designated airline of either Contracting Party may, on any or all flights, omit calling at any of the above points, provided that the agreed services on this route start and terminate in the territory of that Contracting Party.

Section B

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

**POINTS OF
INTERMEDIATE
POINTS OF
ORIGIN POINTS DESTINATIONS**

Points in Jordan Bangkok or Singapore or Manila

Kuala Lumpur

2-

The designated airline of either Contracting Party may, on any or all flights omit calling at any of the above points, provided that the agreed services on this route start and terminate in the territory of that Contracting Party.

Note: Intermediate points above may be operated alternately for each frequency.

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