**AIR SERVICES AGREEMENT**

**BETWEEN**

**THE SLOVAK REPUBLIC**

**AND**

**THE HASHEMITE KINGDOM OF JORDAN**

The Slovak Republic and 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;

Desiring to promote an international aviation system based on competition among Airlines in the marketplace with minimum governmental interference;

Desiring to promote their mutual relations in the field of civil aviation and thus to facilitate the expansion of international air services opportunities between them;

Recognizing that efficient and competitive international air services enhance trade, the welfare of consumers and economic growth;

Desiring to make it possible for Airlines to offer the travelling and shipping public a variety of service options and wishing to encourage individual Airlines to develop and implement innovative and competitive prices;

Being aware and committed to provide and to maintain the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation; and

Having regard to the Agreement between the European Community and the Hashemite Kingdom of Jordan on certain aspects of air services, signed on 25 February 2008 in Brussels.

Have agreed as follows:

**Article 1**

**DEFINITIONS**

1. For the purpose of this Agreement, unless the context otherwise requires:
2. The term "Convention"means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annexes adopted under Article 90 of that Convention: and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, which have been adopted by both Contracting Parties;
3. The term "Agreement"means this Agreement, its Annexes, and any amendments thereto;
4. The term "Aeronautical Authorities"means, in the case of the Hashemite Kingdom of Jordan, Civil Aviation Regulatory Commission and in the case of the Slovak Republic, the Ministry of Transport, Posts and Telecommunications of the Slovak Republic – Directorate General of Civil Aviation or in both cases, any other authority or person legally empowered to perform the functions presently exercised by the said authorities;
5. The term "Agreed Services"means the international scheduled air services which can be operated, according to the provisions of this Agreement on the specified routes;
6. The term "Designated Airlines"means Airlines which have been designated and authorized in accordance with Article 3 of this Agreement;
7. The term "Territory"has the meaning specified in Article 2 of the Convention;
8. The terms "Air Service", "International Air Service", "Airline"and "Stop for non ‑ traffic purposes" have the meanings specified in Article 96 of the Convention;
9. The term "Capacity"means:
   1. In relation to an aircraft, the availability of seats and/or cargo of the said aircraft on a route or section of a route;
   2. In relation to the Agreed Services, the Capacity of the aircraft used on such services multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route;
10. The term "Tariff” means the prices to be paid for the carriage of passengers and cargo and the conditions under which these prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for carriage of mail;
11. The term "Traffic" means passengers, baggage, cargo and mail;
12. The term "User Charges" means a charge made to Airlines by the competent authorities or permitted by those authorities to be made for the provision of airport property or facilities or of air navigation facilities, or aviation security or aviation security facilities, or related services and facilities, for aircraft, their crews, passengers and cargo.
13. The Annex to this Agreement and any amendments thereto forms an integral part of the Agreement.
14. References in this Agreement to Airlines of the Slovak Republic shall be understood as referring to Airlines designated by the Slovak Republic and references in this Agreement to Airlines of the Hashemite Kingdom of Jordan shall be understood as referring to Airlines designated by the Hashemite Kingdom of Jordan.

**Article 2**

**GRANT OF RIGHTS**

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled international air services on the routes specified in the Annex to this Agreement. The Airlines designated by each Contracting Party shall enjoy the following rights:
2. To fly without landing across the Territory of the other Contracting Party;
3. To make stops in the said Territory for non-Traffic purposes; and
4. While operating an agreed service on a specified route, to make stops in the Territories of the Contracting Parties at the points specified for that route in the Annex to this Agreement for the purpose of putting down and taking up international Traffic.
5. Nothing in paragraph 1 of this Article shall be deemed to confer on the Designated Airlines of one Contracting Party the privilege of taking up, in the Territory of the other Contracting Party, Traffic carried for remuneration or hire and destined for another point in the Territory of that other Contracting Party.
6. The Airlines of each Contracting Party, other than those Designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraph 1(a) and 1(b) of this Article.
7. If due to armed conflict, natural disasters, or political disturbances a Designated Airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes.

Article 3

**Designation of Airlines and Operating Authorisation**

1. Each Contracting Party shall have the right to designate through its Aeronautical Authorities one or more Airlines to the Aeronautical Authorities of the other Contracting Party for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations.
2. On receipt of such a designation, and of applications from the designated Airline, the other Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided:
   1. in the case of an Airline designated by the Slovak Republic:
      1. it is established in the territory of the Slovak Republic under the Treaty on the functioning of the European Union and has a valid Operating Licence in accordance with the law of the European Union; and
      2. effective regulatory control of the Airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant Aeronautical Authority is clearly identified in the designation; and
      3. the Airline is owned, directly or through majority ownership, and it is effectively controlled by European Union Member States and/or nationals of European Union Member States, and/or by other states listed in the Annex and/or by nationals of such other states.
   2. in the case of an Airline designated by the Hashemite Kingdom of Jordan:
      1. it is established in the territory of the Hashemite Kingdom of Jordan and has its principal place of business and permanent residence in the Hashemite Kingdom of Jordan; and
      2. the Airline is under effective regulatory control according to laws and regulations applicable in the Hashemite Kingdom of Jordan; and
      3. the Airline is owned, directly or through majority ownership, and it is effectively controlled by the Hashemite Kingdom of Jordan and/or by nationals of the Hashemite Kingdom of Jordan.
   3. the designated Airline is in compliance with the provisions set forth in Article 14 (Aviation Security) and Article 15 (Safety); and
   4. the designated Airline is qualified to meet other conditions prescribed under the laws and regulations normally applied according to the Convention to the operation of international air services by the Contracting Party receiving the designation.

**Article 4**

**Revocation or Suspension of Operating Authorisation**

1. Either Aeronautical Authorities may revoke, suspend or limit the appropriate authorisation of an Airline designated by the other Aeronautical Authorities where:
   1. in the case of an Airline designated by the Slovak Republic:
      1. it is not established in the territory of the Slovak Republic under the Treaty on the functioning of the European Union or does not have a valid Operating Licence in accordance with the law of the European Union; or
      2. effective regulatory control of the Airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator's Certificate or the relevant Aeronautical Authority is not clearly identified in the designation; or
      3. the Airline is not owned, directly or through majority ownership, or it is not effectively controlled by European Union Member States and/or nationals of European Union Member States, and/or by other states listed in the Annex and/or by nationals of such other states.

In exercising its right under this paragraph, Hashemite Kingdom of Jordan shall not discriminate between air carriers of the European Union on the grounds of nationality.

* 1. in the case of an Airline designated by the Hashemite Kingdom of Jordan:
     1. it is not established in the territory of the Hashemite Kingdom of Jordan and does not have its principal place of business and permanent residence in the Hashemite Kingdom of Jordan and; or
     2. the Airline is not under effective regulatory control according to laws and regulations applicable in the Hashemite Kingdom of Jordan; or
     3. the Airline is not owned, directly or through majority ownership, and it is not effectively controlled by the Hashemite Kingdom of Jordan and/or by nationals of the Hashemite Kingdom of Jordan.
  2. the designated Airline has failed to comply with the provisions set forth in Article 14 (Aviation Security) and Article 15 (Safety); or
  3. the designated Airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied according to the Convention to the operation of international air services by the Contracting Party receiving the designation.

1. This Article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorisation or technical permission of an Airline or Airlines of the other Contracting Party in accordance with the provisions of Article 14 (Aviation Security) and Article 15 (Safety).

**Article 5**

**APPLICATION OF LAWS AND REGULATIONS**

1. The laws and regulations of one Contracting Party relating to the admission into, stay in, or departure from its Territory of aircraft engaged in international air transport, or to the operation and navigation of such aircraft while within its Territory, shall beapplied to the aircraft of both Contracting Parties without distinction as to nationality, and shall be complied with by the Designated Airlines of the other Contracting Party upon entering or departure from or while within the said Territory of that Contracting Party.
2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs, currency, sanitary requirements and quarantine shall be complied with by the Designated Airlines of the other Contracting Party and by or on behalf of their aircraft engaged in international air transport, crews, passengers, baggage, cargo and mail upon transit of, admission to, departure from and while within the Territory of such Contracting Party.
3. Neither of the Contracting Parties shall give preference to its own or any other Airline over the Airlines engaged in similar international air services of the other Contracting Party in the application of its regulations specified in paragraphs 1 and 2 of this Article or in the use of airports, airways, air traffic services and associated facilities under its control.

**Article 6**

**RECOGNITION OF CERTIFICATES AND LICENCES**

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall, during the period of their validity, be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognize as valid for the purpose of flights over its own Territory, certificates of competency and licences granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.

**Article 7**

**Exemption from Customs Duties, Taxes and other Charges**

1. Each Contracting Party shall, on a basis of reciprocity, exempt the designated Airline or Airlines of the other Contracting Party to the fullest extent possible under regulations valid in its territory from import restrictions, customs duties, value added taxes, excise taxes, inspection fees and other national compulsory duties and charges on aircraft, fuel, lubricants, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of that Airline as well as printed ticket stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that Airline.
2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:
   1. introduced into the territory of one Contracting Party by or on behalf of a designated Airline of the other Contracting Party;
   2. retained on board the aircraft of a designated Airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or
   3. taken on board the aircraft of a designated Airline of one Contracting Party in the territory of the other Contracting Party, with intention to use them in 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 said Contracting Party.

Materials referred to in subparagraphs a), b) and c) above may be required to be kept under customs supervision or control.

1. The regular airborne equipment, as well as the materials and supplies normally retained on board of the aircraft of a 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 the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
2. Nothing in this Agreement shall prevent the Slovak Republic from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated air carrier of the Hashemite Kingdom of Jordan that operates between a point in the territory of the Slovak Republic and another point in the territory of the Slovak Republic or a point of the territory of another European Union Member State.
3. Nothing in this Agreement shall prevent the Hashemite Kingdom of Jordan from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated air carrier of the Slovak Republic that operates between points in the territory of the Hashemite Kingdom of Jordan.

**Article 8**

**DIRECT TRANSIT**

Passengers, baggage and cargo in direct transit across the Territory of one Contracting Party and not leaving the area of the airport reserved for such purpose, shall be subject to no more than a verysimplified control except in respect of measures relating to civil aviation security and narcotics control. Baggage and cargo in direct transit shall be exempted from customs duties and other charges.

**Article 9**

**USER CHARGES**

1. Neither Contracting Party shall impose or permit to be imposed on the Designated Airline(s) of the other Contracting Party User Charges higher than those imposed on their own Airlines operating similar international air services.
2. Each Contracting Party shall encourage consultations on User Charges between its competent charging authorities and Airlines using the services and facilities provided by those charging authorities, where practicable, through those Airlines representative organizations. Reasonable notice of any proposals for changes in User Charges may be given to such users to enable them to express their views before changes are made.

**Article 10**

**COMMERCIAL ACTIVITIES**

1. The Designated Airlines of each Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the Territory of the other Contracting Party, their offices and representatives, as well as their commercial, operational and technical staff as required in connection with the operation of the Agreed Services.
2. The request for staff may, at the option of the Designated Airlines of each Contracting Party, be satisfied either by their own personnel, or by using the services of any other organization, company or Airlines operating in the Territory of the other Contracting Party, and authorized to perform such services in the Territory of that Contracting Party.
   1. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party and consistent with such laws and regulations:
   2. Each Contracting Party shall, on the basis of reciprocity and with minimum delay, grant the necessary employment authorizations, visitor visas or other requireddocuments to the representatives and staff referred to in paragraph 1 of this Article; and
   3. Both Contracting Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties.

**Article 11**

**FINANCIAL PROVISIONS**

1. Each Designated Airline shall have the right to sell and issue its own transportation documents in the Territory of the other Contracting Party directly and, at its discretion, through its agents. Such Airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation in local currency or any convertible currency.
2. Each Designated Airline shall have the right to convert and remit to its country on demand, at the official rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of passengers, cargo and mail. The above mentioned transfer shall be made in convertible currencies and in accordance with the national laws and foreign exchange laws and regulations applicable.
3. In case special arrangements ruling the settlement of payments are in force between the Contracting Parties, the provisions of such arrangements shall be applied to the transfer of funds under paragraph 2 of this Article.

**Article 12**

**PRINCIPLES GUIDING COMMERCIAL ACTIVITIES**

1. The Contracting Parties shall, on reciprocal basis, allow Airlines to freely compete in providing the Agreed Services according to this Agreement, provided that fair and equal opportunity is provided for the Designated Airlines of both Contracting Parties to operate the Agreed Services on the specified routes between their respective territories.
2. No limitations shall be imposed on the Designated Airlines of both Contracting Parties in their operation of the Agreed Services, related to passengers, cargo and/or mail, with regard to Capacity, number of flights operated (frequency), and/or the type of aircraft, used. The Designated Airlines of both Contracting Parties shall be free to decide the frequency and Capacity of their operation on the Agreed Services.
3. Neither of the Contracting Parties shall unilaterally impose any limitations on the Capacity of the aircraft used by the Designated Airlines of the other Contracting Party, except as required for custom, technical, operational, and/or environmental requirements according to unified conditions.
4. The Designated Airlines of both Contracting Parties shall be allowed to set their Tariffs on commercial basis and in accordance with the commercial situation of the market, without violating the applicable competition laws.
5. The Designated Airlines of both Contracting Parties shall not be required to consult with the other Airlines operating over the whole or part of the route with regard to Tariffs.

**Article 13**

**APPROVAL OF FLIGHT SCHEDULES**

1. The flight schedules of the Agreed Services shall be submitted by the Designated Airlines of one Contracting Party for the approval of the Aeronautical Authorities of the other Contracting Party at least sixty (60) days before the intended date of their implementation. Any modification to such flight schedule shall also be submitted to the Aeronautical Authorities of the other Contracting Party for approval at least thirty (30) days in advance.
2. The Designated Airlines shall also furnish any other information as may be required to satisfy the Aeronautical Authorities of the other Contracting Party that the requirement of the Agreement are being duly observed.

**Article 14**

**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 obligation under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and all other international instruments in the same field which the Contracting Parties may be Parties to.
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 provisions established by the International Civil Aviation Organization (hereinafter referred to as ICAO) and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or 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 such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4above, required by the other Contracting Patty for entry into, departure from, or while within the Territory of that other Contracting Party.
6. Each Contracting 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 or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet aparticular threat.
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 measures, as it may find practicable, to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference, which has landed in its Territory is detained on the ground unless its departure is necessitated bythe overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.
9. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the Aeronautical Authorities of either Contracting Party may request immediate consultations with the Aeronautical Authorities of the other Contracting Party.

**Article 15**

**AVIATION SAFETY**

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that meet the standards pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with ICAO standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.
3. Pursuant to Article 16 of the Convention, it is further agreed, that any aircraft operated by, or on behalf of an Airline of one Contracting Party, on service to or from the Territory of the State of the other Contracting Party may, while within the Territory of the State of the other Contracting Party, be the subject of a search by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligation mentioned in Article 33 of the Convention, the purpose of this search (in this Article called “ramp inspection”) is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

1. If any such ramp inspection or series of ramp inspections gives rise to:
2. serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
3. serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificates or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

1. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the Airline or Airlines of one Contracting Party in accordance with paragraph 3 above is denied by the representative of that Airline or Airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.
2. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an Airline or Airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an Airline operation.
3. Where the Aeronautical Authorities of the Slovak Republic has designated an Airline whose regulatory control is exercised and maintained by the European Union Member State, the rights of the Aeronautical Authorities of the Hashemite Kingdom of Jordan under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that European Union Member State and in respect of the operating authorisation of that Airline for purposes of this Article and Articles 4 and 6.
4. Any action by any Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

**Article 16**

**CONSULTATIONS AND AMENDMENTS**

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement. Such consultation, which may be between Aeronautical Authorities and which may be through discussions or by correspondence, shall begin within a period of sixty (60) days of the date on which the other Contracting Party received a written request.

2. Any amendments so agreed shall be made in writing and shall come into force according to Article 21.

1. Amendments to the Annex may be agreed upon in writing directly between the Aeronautical Authorities of the Contracting Parties.

**Article 17**

**SETTLEMENT OF DISPUTES**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiations.
2. If the Contracting Parties fail to reach a settlement by negotiations, they may agree to refer the dispute to agreed person or body for an advisory opinion.
3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs 1 and 2 above, the dispute shall be referred to a Tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be agreed upon 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 its arbitrator within the period specified, the President of the Council of ICAO may berequested by either Contracting Party to appoint an arbitrator or arbitrators as the case may require; provided that if the President of the Council of ICAOis a national of either Contracting Party, the senior Vice-President of the Council of ICAO or if he is such a national, the Senior Member of the Council of ICAO who is not such a national may be requested to make the appointments as the case may be. The third arbitrator, however, shall be a national of a third state and shall act as the President of the Tribunal and shall determine the place where arbitration will be held.
4. The Tribunal shall determine its own procedures.
5. The expenses of the Tribunal shall be shared equally between the Contracting Parties.
6. The Contracting Parties undertake to comply with any decision delivered in application of this Article.
7. If and so long as either Contracting Party or its Designated Airline fails to comply with the decisions given under paragraph 3 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement.

**Article 18**

**REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION**

This Agreement and any subsequent modification to it shall be registered with ICAO by either of the Contracting Parties.

**Article 19**

**APPLICABILITY OF MULTILATERAL CONVENTIONS**

If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail.

**Article 20**

**TERMINATION**

1. The Agreement is concluded for unlimited period.

2. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its intention to terminate this Agreement. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. The notice of termination shall be simultaneously communicated to ICAO. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by ICAO.

**Article 21**

**ENTRY INTO FORCE**

This Agreement shall enter into force on the sixtieth (60) day after the date of receipt of the last written notification, by which the Contracting Parties have notified each other, through diplomatic channels, that their respective internal legal requirements for the entry into force of this Agreement have been fulfilled.

In witness whereof, the undersigned, being duly authorized, have signed this Agreement.

Done at Amman on this 12th day of November 2014 in two original copies, each in the Slovak, Arabic, and English languages, all the texts being equally authentic. In the case of the divergence of interpretation the English text shall prevail.

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| --- | --- |
| **For**  **the Slovak Republic** | **For**  **the Hashemite Kingdom of Jordan** |

Miroslav Lajcak Lina Shbeeb

Vice-Prime Minister Minister of Transport

and Minister of Foreing and EU Affairs

**ANNEX**

to the Air Services Agreement between the Slovak Republic

and the Hashemite Kingdom of Jordan

1. **Route Schedule**

The Designated Airline or Airlines of the Slovak Republic shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

|  |  |  |  |
| --- | --- | --- | --- |
| Points in Slovakia | Intermediate points | Points in Jordan | Points beyond |
| any point | any point | any point | any point |

The Designated Airline or Airlines of the Hashemite Kingdom of Jordan shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

|  |  |  |  |
| --- | --- | --- | --- |
| Points in Jordan | Intermediate points | Points in Slovakia | Points beyond |
| any point | any point | any point | any point |

NOTES:

1. Any point or points on the specified routes may be omitted by the Designated Airlines of either Contracting Party on one or all flights, provided that the point of origin or arrival is in the Territory of that Contracting Party.
2. Fifth freedom traffic rights may be exercised by Airlines designated by either Contracting Party, subject to the approval of Aeronautical Authorities of both Contracting Parties.
3. In operating air services on the specified routes any Designated Airline of one Contracting Party may enter into code-sharing arrangement with:
4. An Airline or Airlines of the same Contracting Party,
5. An Airline or Airlines of the other Contracting Party,
6. An Airline or Airlines of a third party. Should such a third party not authorize or allow comparable arrangements between the Airlines of the other Contracting Party and other Airlines on services to, from and via such third country, the Aeronautical Authorities of the concerned Contracting Party have the right not to accept such arrangements.
7. The above provisions on third-party code-share are, however, subject to the conditions that all Airlines in such arrangements:
8. Have received approval from and meet the requirements applied to such arrangements by the Aeronautical Authorities of the Contracting Parties,
9. Hold the underlying Traffic rights and meet the terms of this Agreement,
10. Provide the consumers with the proper information concerning such code-sharing arrangements.
11. **List of other states referred to in Articles 3 and 4 of this Agreement**
12. The Republic of Iceland (under the Agreement on the European Economic Area);
13. The Principality of Liechtenstein (under the Agreement on the European Economic Area);
14. The Kingdom of Norway (under the Agreement on the European Economic Area);
15. The Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation on Air Transport).