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GENERALNI SEKRETARIAT VLADE  
REPUBLIKE SLOVENIJE

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**ZADEVA: Zakon o ratifikaciji Evro-sredozemskega letalskega sporazuma med Evropsko unijo in njenimi državami članicami na eni strani ter Hašemitsko kraljevino Jordanijo na drugi strani – predlog za obravnavo**

#### **1. Predlog sklepov vlade:**

Vlada Republike Slovenije je na podlagi tretjega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 - uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09 in 80/10 - ZUTD) in drugega odstavka 2. člena Zakona o Vladi Republike Slovenije (Uradni list RS, št. 24/05 - uradno prečiščeno besedilo, 109/08, 38/10 – ZUKN, 8/12 in 21/13) na ... seji dne ... sprejela naslednji sklep:

Vlada Republike Slovenije je določila besedilo Predloga zakona o ratifikaciji Evro-sredozemskega letalskega sporazuma med Evropsko unijo in njenimi državami članicami na eni strani ter Hašemitsko kraljevino Jordanijo na drugi strani,

sklenjenega v Bruslju 15. decembra 2010 in ga v skladu s 169. členom Poslovnika Državnega zbora Republike Slovenije pošilja Državnemu zboru Republike Slovenije.

Sklep prejme:

- Ministrstvo za zunanje zadeve
- Ministrstvo za infrastrukturo in prostor.

#### **2.a Osebe, odgovorne za strokovno pripravo in usklajenost gradiva:**

- Borut Mahnič, generalni direktor Direktorata za mednarodno pravo in zaščito interesov v Ministrstvu za zunanje zadeve,
- Mihael Zupančič, vodja Sektorja za mednarodno pravo v Ministrstvu za zunanje zadeve.

#### **2.b Predstavniki vlade, ki bodo sodelovali pri delu Državnega zbora:**

- Karl Erjavec, minister za zunanje zadeve,
- Samo Omerzel, minister za infrastrukturo in prostor,
- Bogdan Benko, državni sekretar v Ministrstvu za zunanje zadeve,
- mag. Bojan Babič, državni sekretar v Ministrstvu za infrastrukturo in prostor,
- mag. Bojan Kumer, državni sekretar v Ministrstvu za infrastrukturo in prostor,
- Borut Mahnič, generalni direktor Direktorata za mednarodno pravo in zaščito interesov v Ministrstvu za zunanje zadeve,
- Dean Herenda, v. d. generalnega direktorja Direktorata za infrastrukturo – po pooblastilu,

<ul style="list-style-type: none"> <li>- Mihael Zupančič, vodja Sektorja za mednarodno pravo v Ministrstvu za zunanje zadeve</li> <li>- Damjan Horvat, vodja Sektorja za letalstvo v Ministrstvu za infrastrukturo in prostor,</li> <li>- Sabina Dolinšek Popadić, višja svetovalka na Sektorju za letalstvo v Ministrstvu za infrastrukturo in prostor.</li> </ul>		
<b>3. Gradivo se sme objaviti na svetovnem spletu:</b>		DA
<b>4.a Predlog za obravnavo predloga zakona po nujnem oziroma skrajšanem postopku v Državnem zboru RS z obrazložitvijo razlogov:</b>		
/		
<b>4.b Predlog za skrajšanje poslovniških rokov z obrazložitvijo razlogov:</b>		
/		
<b>5. Kratek povzetek gradiva</b>		
<p>Predstavniki držav članic Evropske unije so dne 15. 12. 2010 v Bruslju podpisali Evro-sredozemski letalski sporazum med Evropsko unijo in njenimi državami članicami na eni strani ter Hašemitsko kraljevino Jordanijo na drugi strani.</p> <p>Sporazum zagotavlja postopno vzpostavitev evro-sredozemskega zračnega prostora z Jordanijo. Na podlagi sporazuma bo z vzpostavitvijo evro-sredozemskega zračnega prostora zagotovljena uveljavitev standardov, ki jih določa zakonodaja Evropske unije na področju letalstva s strani Jordanije. Jordanija mora tako zagotoviti standarde Evropske unije na področjih, kot so varnost in varovanje civilnega letalstva ter upravljanje zračnega prometa. Sporazum, sočasno za vse letalske prevoznike Unije, oblikuje enotne pogoje za dostop na trg in vzpostavlja nove ureditve za regulativno sodelovanje med Evropsko unijo in Jordanijo na področjih, ki so bistvenega pomena za varno, zaščiteno in učinkovito opravljanje zračnega prometa.</p> <p>Trenutno poteka letalski prevoz med Evropsko unijo in Jordanijo na podlagi dvostranskih sporazumov med posameznimi državami članicami in Jordanijo. Glede na to, da Republika Slovenija z Jordanijo nima sklenjenega bilateralnega sporazuma, bo sporazum omogočil opravljanje zračnega prevoza brez diskriminacije tudi letalskim prevoznikom Republike Slovenije.</p>		
<b>6. Presoja posledic</b>		
a)	na javnofinančna sredstva v višini, večji od 40 000 EUR v tekočem in naslednjih treh letih	NE
b)	na usklajenost slovenskega pravnega reda s pravnim redom Evropske unije	NE
c)	administrativne posledice	NE
č)	na gospodarstvo, posebej na mala in srednja podjetja ter konkurenčnost podjetij	NE
d)	na okolje, kar vključuje tudi prostorske in varstvene vidike	NE
e)	na socialno področje	NE
f)	na dokumenta razvojnega načrtovanja: <ul style="list-style-type: none"> <li>- na nacionalne dokumente razvojnega načrtovanja,</li> <li>- na razvojne politike na ravni programov po strukturi razvojne klasifikacije programskega proračuna</li> </ul>	NE

	- na razvojne dokumente Evropske unije in mednarodnih organizacij	
<b>7.a Predstavitev ocene finančnih posledic, višjih od 40 000 EUR</b>		
/		

<b>I. Ocena finančnih posledic, ki niso načrtovane v sprejetem proračunu</b>				
	Tekoče leto (t)	t+1	t+2	t+3
Predvideno povečanje (+) ali zmanjšanje (-) prihodkov državnega proračuna				
Predvideno povečanje (+) ali zmanjšanje (-) prihodkov občinskih proračunov				
Predvideno povečanje (+) ali zmanjšanje (-) odhodkov državnega proračuna				
Predvideno povečanje (+) ali zmanjšanje (-) odhodkov občinskih proračunov				
Predvideno povečanje (+) ali zmanjšanje (-) obveznosti za druga javna finančna sredstva				
<b>II. Finančne posledice za državni proračun</b>				
<b>II.a. Pravice porabe za izvedbo predlaganih rešitev so zagotovljene:</b>				
Ime proračunskega uporabnika	Šifra ukrepa, projekta/Naziv ukrepa, projekta	Šifra PP /Naziv PP	Znesek za tekoče leto (t)	Znesek za t+1
<b>SKUPAJ:</b>				
<b>II.b. Manjkajoče pravice porabe se bodo zagotovile s prerazporeditvijo iz:</b>				
Ime proračunskega uporabnika	Šifra ukrepa, projekta/Naziv ukrepa, projekta	Šifra PP /Naziv PP	Znesek za tekoče leto (t)	Znesek za t+1
<b>SKUPAJ:</b>				
<b>II.c. Načrtovana nadomestitev zmanjšanih prihodkov oz. povečanih odhodkov proračuna:</b>				
Novi prihodki		Znesek za tekoče leto (t)	Znesek za t+1	

<b>SKUPAJ:</b>		
<b>7.b Predstavitev ocene finančnih posledic, nižjih od 40 000 EUR</b>		
Za izpolnitev sporazuma ni potrebno zagotoviti dodatnih finančnih sredstev iz proračuna.		
<b>8. Predstavitev sodelovanja javnosti</b>		
Gradivo je bilo predhodno objavljeno na spletni strani predlagatelja		NE
<b>9. Predstavitev medresorskega usklajevanja</b>		
Gradivo je bilo poslano v medresorsko usklajevanje:		
- Službi Vlade Republike Slovenije za zakonodajo.		
Datum pošiljanja:		
Gradivo je usklajeno:	v celoti	
<b>10. Gradivo je lektorirano</b>		DA
<b>11. Zahteva predlagatelja za</b>		
a)	obravnavo neusklajenega gradiva	NE
b)	za nujnost obravnave	NE
c)	obravnavo gradiva brez sodelovanja javnosti	NE
<b>12. Pri pripravi gradiva so bile upoštevane zahteve iz Resolucije o normativni dejavnosti</b>		/
<b>13. Gradivo je uvrščeno v delovni program vlade</b>		DA
<b>14. Gradivo je pripravljeno na podlagi sklepa vlade št. ... z dne ...</b>		
<b>Karl Erjavec MINISTER</b>		

**ZAKON O RATIFIKACIJI  
EVRO-SREDOZEMSKEGA LETALSKEGA SPORAZUMA  
MED EVROPSKO UNIJO IN NJENIMI DRŽAVAMI ČLANICAMI  
NA ENI STRANI TER HAŠEMITSKO KRALJEVINO JORDANIJO  
NA DRUGI STRANI**

1. člen

Ratificira se Evro-sredozemski letalski sporazum med Evropsko unijo in njenimi državami članicami na eni strani ter Hašemitsko kraljevino Jordanijo na drugi strani, sklenjen v Bruslju 15. decembra 2010.

2. člen

Sporazum se v izvirniku v slovenskem in angleškem jeziku glasi:\*

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\* Besedilo sporazuma v bolgarskem, češkem, danskem, estonskem, finskem, francoskem, grškem, italijanskem, latvijskem, litovskem, madžarskem, malteškem, nemškem, nizozemskem, poljskem, portugalskem, romunskem, slovaškem, španskem, švedskem in arabskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

EVRO-SREDOZEMSKI LETALSKI SPORAZUM  
MED EVROPSKO UNIJO  
IN NJENIMI DRŽAVAMI ČLANICAMI NA ENI STRANI  
TER HAŠEMITSKO KRALJEVINO JORDANIJO NA DRUGI STRANI

KRALJEVINA BELGIJA,

REPUBLIKA BOLGARIJA,

ČEŠKA REPUBLIKA,

KRALJEVINA DANSKA,

ZVEZNA REPUBLIKA NEMČIJA,

REPUBLIKA ESTONIJA,

IRSKA,

HELENSKA REPUBLIKA,

KRALJEVINA ŠPANIJA,

FRANCOSKA REPUBLIKA,

ITALIJANSKA REPUBLIKA,

REPUBLIKA CIPER,

REPUBLIKA LATVIJA,

REPUBLIKA LITVA,



VELIKO VOJVODSTVO LUKSEMBURG,

REPUBLIKA MADŽARSKA,

MALTA,

KRALJEVINA NIZOZEMSKA,

REPUBLIKA AVSTRIJA,

REPUBLIKA POLJSKA,

PORTUGALSKA REPUBLIKA,

ROMUNIJA,

REPUBLIKA SLOVENIJA,

SLOVAŠKA REPUBLIKA,

REPUBLIKA FINSKA,

KRALJEVINA ŠVEDSKA,

ZDRUŽENO KRALJESTVO VELIKA BRITANIJA IN SEVERNA IRSKA,

pogodbenice Pogodbe o Evropski uniji in Pogodbe o delovanju Evropske unije, v nadaljnjem besedilu: države članice, in

EVROPSKA UNIJA,

na eni strani ter

HAŠEMITSKA KRALJEVINA JORDANIJA, v nadaljnjem besedilu: Jordanija,

na drugi strani,

SO SE –

V ŽELJI, da bi spodbujale mednarodni letalski sistem na podlagi poštene konkurence med letalskimi prevozniki na trgu s čim manjšim vplivom držav in njihovih predpisov;

V ŽELJI, da bi omogočile širitev možnosti za mednarodne zračne prevoze, vključno z razvojem omrežij zračnih prevozov za izpolnjevanje potreb potnikov in vkrcevalcev po primernih storitvah zračnih prevozov;

OB PRIZNAVANJU pomena zračnih prevozov za spodbujanje trgovine, turizma in naložb;

V ŽELJI, da bi letalskim prevoznikom omogočile, da ponudijo potujoči javnosti in naročnikom prevozov konkurenčne cene in storitve na odprtih trgih;

OB PRIZNAVANJU morebitnih koristi regulativnega zблиževanja in v izvedljivem obsegu uskladitev predpisov v zvezi z zračnimi prevozi;

V ŽELJI, da bi imeli vsi sektorji industrije letalskih prevozov, vključno z delavci letalskih prevoznikov, koristi od liberaliziranega okolja;

V ŽELJI, da bi zagotovile najvišjo stopnjo varnosti in varovanja v mednarodnih zračnih prevozih, ter s potrditvijo zaskrbljenosti nad dejanji ali grožnjami, usmerjenimi proti varnosti zrakoplovov, ki ogrožajo varnost oseb ali premoženja, škodljivo vplivajo na delovanje zračnega prometa in spodkopavajo zaupanje javnosti v varnost civilnega letalstva;

OB UPOŠTEVANJU Konvencije o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Čikagu 7. decembra 1944;

OB PRIZNAVANJU, da ta evro-sredozemski letalski sporazum spada na področje uporabe evro-sredozemskega partnerstva, predvidenega v Barcelonski deklaraciji z dne 28. novembra 1995;

OB UPOŠTEVANJU njihove skupne želje, da bi spodbujali evro-sredozemski zračni prostor, ki temelji na načelih regulativnega zблиževanja, regulativnega sodelovanja in liberalizacije dostopa na trg;

OB UPOŠTEVANJU skupne deklaracije Arabske komisije za civilno letalstvo in Organizacije arabskih letalskih prevoznikov na eni strani ter Generalnega direktorata za energetiko in promet na drugi strani, podpisane 16. novembra 2008 v Sharm El Sheikhu;

V ŽELJI, da se letalskim prevoznikom zagotovijo enaki pogoji delovanja s tem, da se njihovim letalskim prevoznikom omogoči poštena in enaka možnost za zagotavljanje dogovorjenih storitev;

OB PRIZNAVANJU pomena ureditve poštenega in enakopravnega dodeljevanja slotov, da lahko njihovi letalski prevozniki zagotovijo nepristransko in nediskriminatorno obravnavanje vseh letalskih prevoznikov;

OB PRIZNAVANJU, da lahko subvencije neugodno vplivajo na konkurenco med letalskimi prevozniki in ogrozijo osnovne cilje tega sporazuma;

OB POTRDITVI pomena zmanjšanja emisij toplogrednih plinov iz letalstva in pomena varstva okolja pri razvoju in izvajanju mednarodne letalske politike;

OB UPOŠTEVANJU pomena varstva potrošnikov, vključno z varstvom, ki ga zagotavlja Konvencija o poenotenju nekaterih pravil za mednarodni letalski prevoz, sklenjena v Montrealu 28. maja 1999, v kolikor sta obe pogodbenici tudi pogodbenici te konvencije;

Z NAMENOM nadgraditi okvir obstoječih sporazumov o zračnih prevozih s ciljem odprtja dostopa do trgov in doseganja čim večjih koristi za potrošnike, letalske prevoznike, delovno silo in skupnosti obeh pogodbenic;

OB UPOŠTEVANJU namena, da se ta sporazum izvaja na postopen, a celovit način in da se lahko z ustreznim mehanizmom zagotovi vse večja skladnost z zakonodajo –

DOGOVORILI O NASLEDNJEM:

## ČLEN 1

### Opredelitve pojmov

Če ni drugače opredeljeno, v tem sporazumu:

- 1) "dogovorjene storitve" in "določene proge" pomeni mednarodne zračne prevoze v skladu s členom 2 (Prometne pravice) in Prilogo I k temu sporazumu;
- 2) "Sporazum" pomeni ta sporazum, njegove priloge in vse spremembe Sporazuma;
- 3) "zračni prevoz" pomeni prevoz potnikov, prtljage, tovora in pošte z zrakoplovom, ločeno ali skupaj, ki je na voljo javnosti za plačilo ali najem ter v izogib dvomom vključuje redni in izredni (čarterski) zračni prevoz in zračni prevoz tovora;
- 4) "Pridružitveni sporazum" pomeni Evro-sredozemski sporazum o pridružitvi med Evropskimi skupnostmi in njihovimi državami članicami na eni strani ter Hašemitsko kraljevino Jordanijo na drugi, sklenjen v Bruslju 24. novembra 1997;
- 5) "državljanstvo" pomeni, ali letalski prevoznik izpolnjuje zahteve v zvezi z vprašanji, kot so njegovo lastništvo, učinkovit nadzor in sedež podjetja;
- 6) "pristojni organi" pomeni vladne agencije ali subjekte, ki so pristojni za upravne naloge na podlagi tega sporazuma;

- 7) "pogodbenici" pomeni na eni strani Evropsko unijo ali njene države članice ali Evropsko unijo in njene države članice, v skladu z njihovimi zadevnimi pristojnostmi, ter na drugi strani Jordanijo;
- 8) "Konvencija" pomeni Konvencijo o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Čikagu 7. decembra 1944 in vključuje:
  - (a) vsako spremembo, ki je začela veljati v skladu s členom 94(a) Konvencije in sta jo ratificirali tako Jordanija kot država članica ali države članice Evropske unije, ter
  - (b) vsako prilogo ali spremembo priloge, sprejeto v skladu s členom 90 Konvencije, če se taka priloga ali sprememba kadar koli uporabi tako za Jordanijo kot za državo članico ali države članice Evropske unije, kot je ustrezno v posameznem primeru;
- 9) "sposobnost" pomeni, ali je letalski prevoznik sposoben opravljati mednarodne letalske prevoze, to pomeni, ali ima zadostne finančne zmožnosti in ustrezno strokovno znanje ter je pripravljen ravnati v skladu z zakoni, s predpisi in z zahtevami, ki urejajo delovanje teh storitev;
- 10) "država ECAA" pomeni vsako državo, ki je pogodbenica večstranskega sporazuma o vzpostavitvi skupnega evropskega zračnega prostora (države članice Evropske unije, Republika Albanija, Bosna in Hercegovina, Republika Hrvaška, Nekdanja jugoslovanska republika Makedonija, Republika Islandija, Republika Črna gora, Kraljevina Norveška, Republika Srbija in Kosovo v skladu z Resolucijo 1244 Varnostnega sveta Združenih narodov);

- 11) "država Euromed" pomeni katero koli sredozemsko državo, vključeno v evropsko politiko sosedstva (to so: Maroko, Alžirija, Tunizija, Libija, Egipt, Libanon, Jordanija, Izrael, Palestinsko ozemlje, Sirija in Turčija);
- 12) "pravica pete svoboščine" pomeni pravico ali ugodnost, ki jo ena država ("država podeljevalka") podeli letalskim prevoznikom druge države ("država prejemnica") za zagotavljanje storitev mednarodnih zračnih prevozov med ozemljem države podeljevalke in ozemljem tretje države, pod pogojem, da takšne storitve izvirajo ali se končajo na ozemlju države prejemnice;
- 13) "mednarodni zračni prevoz" pomeni zračni prevoz, ki poteka čez zračni prostor nad ozemljem vsaj dveh držav;
- 14) "državljan" pomeni vsako osebo ali subjekt z jordanskim državljanstvom za jordansko pogodbenico ali državljanstvom države članice za evropsko pogodbenico, če je, v primeru pravnega subjekta, nenehno pod učinkovitim nadzorom bodisi neposredno bodisi z večinsko udeležbo oseb ali subjektov z jordanskim državljanstvom za jordansko pogodbenico ali oseb ali subjektov z državljanstvom države članice ali ene od tretjih držav, opredeljenih v Prilogi IV, za evropsko pogodbenico;
- 15) "operativne licence" pomeni v primeru Evropske unije in njenih držav članic operativne licence in kakršne koli druge ustrezne dokumente ali spričevala, ki so podeljeni v skladu z Uredbo (ES) št. 1008/2008 Evropskega parlamenta in Sveta z dne 24. septembra 2008 o skupnih pravilih za opravljanje zračnih prevozov v Skupnosti in vsakim poznejšim instrumentom, v primeru Jordanije pa licence/spričevala/dovoljenja ali izjeme, ki so podeljeni v skladu z JCAR del 119;

16) "cena" pomeni:

- "letalske prevoznine", ki se plačajo letalskim prevoznikom ali njihovim zastopnikom ali drugim prodajalcem kart za letalski prevoz potnikov in prtljage, ter kakršne koli pogoje, pod katerimi te cene veljajo, vključno s plačili in pogoji, ki so ponujeni agenciji in drugim pomožnim službam; ter
- "tarife zračnega prevoza", ki se plačajo za prevoz tovora in pogoje, pod katerimi te cene veljajo, vključno s plačili in pogoji, ki so ponujeni agenciji in drugim pomožnim službam.

Ta opredelitev zajema, če je to ustrezno, površinski prevoz v povezavi z mednarodnim zračnim prevozom ter pogoje za uporabo opredelitve;

- 17) "sedež podjetja" pomeni glavno upravo ali registrirani sedež letalskega prevoznika v državi pogodbenici, v kateri se izvajajo glavne finančne naloge in operativni nadzor letalskega prevoznika, vključno z upravljanjem stalne plovnosti;
- 18) "obveznost javnih storitev" pomeni vse obveznosti, ki jih imajo letalski prevozniki, da na določeni progi zagotovijo minimalno opravljanje rednih letalskih prevozov, ki izpolnjujejo ustaljene standarde neprekinjenosti, rednosti, določanja cen in minimalne zmogljivosti, ki jih letalski prevozniki ne bi prevzeli, če bi upoštevali samo svoje poslovne interese. Zadevna pogodbenica lahko letalskim prevoznikom izplača nadomestilo za izpolnjevanje obveznosti javnih storitev;



- 19) "SESAR" pomeni tehnično izvedbo enotnega evropskega neba, ki predvideva usklajene in sinhronizirane raziskave, razvoj ter postavitve novih generacij sistemov upravljanja zračnega prometa;
- 20) "subvencija" pomeni vsak finančni prispevek, ki ga zagotovijo organi ali regionalna organizacija ali druga javna organizacija, tj. če:
- (a) praksa vlade ali regionalnega organa ali druge javne organizacije vključuje neposreden prenos sredstev, kot so nepovratna sredstva, posojila ali infuzije lastniškega kapitala, potencialen neposreden prenos sredstev na podjetje, prevzem obveznosti podjetja, kot so garancije za posojila, kapitalski vložki, lastništvo, zaščita pred bankrotom ali zavarovanje;
  - (b) se vlada ali regionalni organ ali druga javna organizacija odreče plačilu sicer obveznih dajatev ali jih ne izterja;
  - (c) vlada ali regionalni organ ali druga javna organizacija zagotovi blago ali storitve, ki ne predstavljajo splošne infrastrukture, ali kupi blago ali storitve; ali
  - (d) plačila vlade, regionalnega organa ali druge javne organizacije v finančni sklad ali pooblastilo ali navodilo zasebnemu subjektu, da opravi eno ali več opravil take vrste, kot so naštetih v točkah (a), (b) in (c), ki bi jih v običajnih okoliščinah opravila vlada in se opravljanje take dejavnosti dejansko in po vsebini ne razlikuje od dejavnosti, ki jo sicer opravlja vlada;

in če je s tem dodeljena ugodnost;

- 21) "ozemlje" pomeni za Jordanijo kopenska območja (celino in otoke), notranje vode in teritorialno morje v njeni suverenosti ali jurisdikciji ter za Evropsko unijo kopenska območja (celino in otoke), notranje vode in teritorialno morje, kjer se uporabljata Pogodba o Evropski uniji in Pogodba o delovanju Evropske unije pod pogoji, določenimi v navedeni pogodbi in vsakem poznejšem instrumentu. Uporaba tega sporazuma za letališče Gibraltarja ne posega v pravni položaj Kraljevine Španije in Združenega kraljestva glede spora o suverenosti nad ozemljem, na katerem je letališče, in ne posega v nadaljnje začasno izvzetje gibraltarskega letališča iz ukrepov EU na področju letalstva, ki veljajo od 18. septembra 2006 med državami članicami v skladu z Ministrsko izjavo o gibraltarskem letališču, dogovorjeno v Cordobi 18. septembra 2006; ter
- 22) "pristojbina za uporabnike" pomeni pristojbino, zaračunano letalskim prevoznikom za zagotovitev letališča, letaliških okoljskih, navigacijskih ali varnostnih objektov ali storitev, vključno s povezanimi storitvami in objekti ter, če je to ustrezno, stroške, ki so odraz okoljskih stroškov, povezanih z emisijami hrupa.

## NASLOV I

### GOSPODARSKE DOLOČBE

#### ČLEN 2

##### Prometne pravice

1. Vsaka pogodbenica v skladu s Prilogo I in Prilogo II k temu sporazumu drugi pogodbenici podeli naslednje pravice pri opravljanju mednarodnih zračnih prevozov s strani letalskih prevoznikov druge pogodbenice:
  - (a) pravico do preleta njenega ozemlja brez pristanka;
  - (b) pravico do pristankov na njenem ozemlju v vse namene, ki niso vkrcanje ali izkrcanje potnikov, prtljage, tovora in/ali pošte v zračnem prevozu (v nekomercialne namene);
  - (c) med opravljanjem dogovorjene storitve na določeni progi pravico do pristankov na njenem ozemlju v namene vkrcanja in izkrcanja potnikov, tovora in/ali pošte v mednarodnem prometu, ločeno ali skupaj; ter
  - (d) pravice, ki so drugače določene v tem sporazumu.

2. Nobena določba v tem sporazumu ne podeljuje letalskim prevoznikom:
  - (a) Jordanije pravice, da za plačilo na ozemlju katere koli države članice vkrcajo potnike, prtljago, tovor in/ali pošto za prevoz do drugega kraja na ozemlju zadevne države članice;
  - (b) Evropske unije pravice, da za plačilo na ozemlju Jordanije vkrcajo potnike, prtljago, tovor in/ali pošto za prevoz do drugega kraja na ozemlju Jordanije.

### ČLEN 3

#### Dovoljenja

1. Ko pristojni organi ene pogodbenice od letalskega prevoznika druge pogodbenice prejmejo zahtevek za izdajo dovoljenja za opravljanje prevozov, po najkrajšem postopku podelijo ustrezna dovoljenja, pod pogojem da:
  - (a) za jordanskega letalskega prevoznika:
    - ima letalski prevoznik sedež podjetja v Jordaniji in je prejel svojo operativno licenco v skladu z veljavno zakonodajo Hašemitske kraljevine Jordanije;

- Hašemitska kraljevina Jordanija izvaja in vzdržuje učinkovit predpisani nadzor letalskega prevoznika; ter
  - je letalski prevoznik neposredno ali z večinsko udeležbo v lasti in pod učinkovitim nadzorom Jordanije in/ali njenih državljanov;
- (b) za letalskega prevoznika Evropske unije:
- ima letalski prevoznik sedež podjetja na ozemlju države članice na podlagi Pogodbe o delovanju Evropske unije in je prejel svojo operativno licenco; ter
  - država članica, ki je pristojna za izdajo spričevala letalskega prevoznika, izvaja in vzdržuje učinkovit predpisani nadzor letalskega prevoznika ter je ustrezní letalski organ jasno opredeljen;
  - je letalski prevoznik neposredno ali z večinsko udeležbo v lasti držav članic in/ali državljanov držav članic ali drugih držav, naštetih v Prilogi IV, in/ali državljanov teh drugih držav;
- (c) letalski prevoznik izpolnjuje pogoje, predpisane v zakonih in drugih predpisih, ki jih običajno uporablja organ, odgovoren za delovanje mednarodnega zračnega prometa; ter
- (d) se ohranjajo in uporabljajo določbe iz člena 13 (Varnost v letalstvu) in člena 14 (Varovanje v letalstvu) tega sporazuma.

## ČLEN 4

### Zavrnitev, preklic, začasna ukinitvev, omejitev dovoljenj

1. Pristojni organi obeh pogodbenic lahko zavrnejo, prekličejo, začasno ukinejo ali omejijo dovoljenja za opravljanje prevozov ali na drug način začasno ukinejo ali omejijo opravljanje prevozov letalskega prevoznika druge pogodbenice, če:

(a) za jordanskega letalskega prevoznika:

– letalski prevoznik nima sedeža podjetja v Jordaniji in ni prejel operativne licence v skladu z veljavno zakonodajo Jordanije;

– Jordanija ne izvaja in vzdržuje učinkovitega predpisanega nadzora letalskega prevoznika; ali

– letalski prevoznik ni neposredno ali z večinsko udeležbo v lasti in pod učinkovitim nadzorom Jordanije in/ali državljanov Jordanije;

(b) za letalskega prevoznika Evropske unije:

– letalski prevoznik nima sedeža podjetja ali, če obstaja, svojega registriranega sedeža na ozemlju države članice v skladu s Pogodbo o delovanju Evropske unije ali ni prejel operativne licence v skladu z zakonodajo Unije;

– država članica, ki je pristojna za izdajo spričevala letalskega prevoznika, ne izvaja in vzdržuje učinkovitega predpisanega nadzora letalskega prevoznika ali pristojni letalski organ ni jasno opredeljen; ali

– letalski prevoznik ni neposredno ali z večinsko udeležbo v lasti in pod učinkovitim nadzorom držav članic in/ali državljanov držav članic ali drugih držav, naštetih v Prilogi IV, in/ali državljanov teh drugih držav;

(c) letalski prevoznik ne ravna v skladu z zakoni in drugimi predpisi iz člena 6 (Skladnost z zakoni in drugimi predpisi) tega sporazuma; ali

(d) se določbe iz člena 13 (Varnost v letalstvu) in člena 14 (Varovanje v letalstvu) tega sporazuma ne ohranjajo ali uporabljajo.

2. Če za preprečitev nadaljnje neskladnosti s točko (c) ali (d) odstavka 1 ni nujno takojšnje ukrepanje, se pravice, določene s tem členom, da se zavrnejo, prekličejo, začasno ukinejo ali omejijo dovoljenja ali odobritve katerega koli letalskega prevoznika pogodbenice, uresničujejo le v skladu s postopkom, predpisanim v členu 23 (Zaščitni ukrepi) tega sporazuma. V vsakem primeru je uresničevanje pravic ustrezno, sorazmerno ter glede obsega uporabe in trajanja omejeno na najnujnejše. Usmerjene so izključno proti zadevnim letalskim prevoznikom ter ne posegajo v pravico katere koli pogodbenice do ukrepanja v skladu s členom 22 (Reševanje sporov in arbitraža).

3. Nobena od pogodbenic ne uporabi pravic, določenih s tem členom, da bi zavrnila, preklicala, začasno ukinila ali omejila dovoljenja ali odobritve katerih koli letalskih prevoznikov pogodbenice na podlagi tega, da je večinsko lastništvo in učinkovit nadzor navedenega letalskega prevoznika v drugi državi Euromed ali njenih državljanov, če je takšna država Euromed pogodbenica podobnega evro-sredozemskega letalskega sporazuma in nudi vzajemno obravnavanje.

#### ČLEN 4 bis

##### Vzajemno priznavanje zakonskih določitev v zvezi s sposobnostjo letalskega prevoznika in državljanstvom

1. Ko pristojni organi ene pogodbenice od letalskega prevoznika druge pogodbenice prejmejo zahtevek za izdajo dovoljenja, ti priznajo vsako določitev o sposobnosti in/ali državljanstvu, ki jo sprejmejo pristojni organi prve pogodbenice v zvezi z zadevnim letalskim prevoznikom, kot če bi takšno določitev sprejeli njeni lastni pristojni organi, in ne posegajo dalje v takšna vprašanja, razen kot je določeno v odstavku 2 spodaj.



2. Če imajo pristojni organi pogodbenice prejemnice, potem ko od letalskega prevoznika prejmejo zahtevek za izdajo dovoljenja ali potem ko takšno dovoljenje dodelijo, kljub določitvi pristojnih organov druge pogodbenice, upravičen razlog za pomislek in če pogoji iz člena 3 (Dovoljenja) tega sporazuma za dodelitev ustreznih pooblastil ali dovoljenj niso izpolnjeni, morajo navedene organe takoj obvestiti in navesti bistvene razloge za njihov pomislek. V navedenem primeru lahko katera koli od obeh pogodbenic zaprosi za posvetovanje, ki lahko vključuje predstavnike pristojnih organov in/ali dodatne informacije, pomembne v zvezi s tem pomislekom; takšne zahteve je treba obravnavati takoj, ko je mogoče. Če vprašanje ostane nerešeno, lahko katera koli pogodbenica vprašanje predstavi Skupnemu odboru, ustanovljenemu na podlagi člena 21 (Skupni odbor) tega sporazuma.

3. Ta člen ne zajema priznavanja določitev v zvezi z:

- varnostnimi spričevali ali licencami;
- ureditvijo varovanja ali
- zavarovanjem.

## ČLEN 5

### Naložbe

1. Jordanija lahko sprejme ureditve, ki bodo državam članicam ali njihovim državljanom omogočile večinsko lastništvo in/ali učinkovit nadzor jordanskih letalskih prevoznikov.
2. Ko Skupni odbor v skladu s členom 21(10) (Skupni odbor) preveri, da vzajemne ureditve obstajajo, pogodbenici državam članicam ali njihovim državljanom omogočita večinsko lastništvo in/ali učinkovit nadzor jordanskih letalskih prevoznikov oziroma Jordaniji ali njenim državljanom omogočita večinsko lastništvo in/ali učinkovit nadzor letalskih prevoznikov Evropske unije.
3. O odobritvah posebnih naložbenih projektov na podlagi tega člena predhodno odloča Skupni odbor, ustanovljen s tem sporazumom. S temi odločitvami se lahko opredelijo pogoji v zvezi z opravljanjem dogovorjenih storitev v skladu s tem sporazumom ter v zvezi s storitvami med tretjimi državami in pogodbenicama. Določbe člena 21(9) (Skupni odbor) tega sporazuma se za take odločitve ne uporabljajo.

## ČLEN 6

### Skladnost z zakoni in drugimi predpisi

1. Zakoni in drugi predpisi ene pogodbenice, ki se uporabljajo za prihod zrakoplova, ki opravlja mednarodne zračne prevoze, na njeno ozemlje in odhod z njega, ali za upravljanje in navigacijo zrakoplova, veljajo tudi za letalske prevoznike druge pogodbenice, ki vstopajo na ozemlje prve pogodbenice, so na njem ali odhajajo z njega.
2. Zakoni in drugi predpisi ene pogodbenice, ki se nanašajo na prihod potnikov, posadk ali tovora na zrakoplovu na njeno ozemlje, zadrževanje na njem in odhod z njega (vključno s predpisi v zvezi z vstopom, mejno kontrolo, imigracijo, potnimi listinami, carino in karanteno ali za pošto s poštnimi predpisi), veljajo tudi za potnike, posadke ali tovor letalskih prevoznikov druge pogodbenice, ki vstopajo na ozemlje prve pogodbenice, so na njem ali odhajajo z njega.

## ČLEN 7

### Konkurenčno okolje

1. Pogodbenici potrjujeta uporabo načel iz poglavja II, naslova IV Pridružitvenega sporazuma.

2. Pogodbenici potrjujeta, da je njun skupni cilj, da letalskim prevoznikom na obeh straneh zagotovita poštene in enake možnosti za opravljanje dogovorjenih storitev. Za doseg tega cilja je potrebno pošteno in konkurenčno okolje za opravljanje letalskega prevoza. Pogodbenici priznavata, da poštena konkurenčna ravnanja letalskih prevoznikov najpogosteje obstajajo, kadar te letalske družbe zagotavljajo letalske prevoze na izključno komercialni podlagi in niso subvencionirane.

3. Če pogodbenica meni, da je dodelitev javnih subvencij letalskemu prevozniku, ki deluje v skladu s tem sporazumom, nujno potrebna za doseg zakonitega cilja, morajo biti take subvencije sorazmerne s ciljem, pregledne in usmerjene k čim večjemu zmanjšanju, kolikor je to izvedljivo, škodljivega vpliva na letalske prevoznike druge pogodbenice. Pogodbenica, ki namerava dodeliti kakršno koli takšno subvencijo, o tem obvesti drugo pogodbenico in zagotovi, da je takšna subvencija skladna s pogoji, določenimi v tem sporazumu.

4. Če ena pogodbenica ugotovi, da na ozemlju druge pogodbenice obstajajo pogoji, zlasti zaradi subvencije, ki ni skladna s pogoji, določenimi v odstavku 3 tega odstavka, ki bi škodljivo vplivali na poštene in enake možnosti za konkuriranje njenih letalskih prevoznikov, lahko svoja opažanja predloži drugi pogodbenici. Poleg tega lahko zahteva sestanek Skupnega odbora, kot je določeno v členu 21 (Skupni odbor) tega sporazuma. Posvetovanja se začnejo v 30 dneh po prejemu take zahteve za posvetovanje. Če Skupni odbor spora ne more rešiti, pogodbenici obdržita možnost uporabe svojih ustreznih protisubvencijskih ukrepov.

5. Ukrepi na podlagi odstavka 4 tega člena so ustrezni, sorazmerni ter glede obsega uporabe in trajanja omejeni na najnujnejše. Usmerjeni so izključno proti letalskemu prevozniku ali letalskim prevoznikom, ki imajo koristi od subvencije ali pogojev iz tega člena, in ne posegajo v pravico nobene od pogodbenice, da ukrepa na podlagi člena 23 (Zaščitni ukrepi) tega sporazuma.

6. Vsaka pogodbenica lahko zaradi obravnavanja zadeve, povezane s tem členom, po obvestilu druge pogodbenice stopi v stik s pristojnimi vladnimi organi na ozemlju druge pogodbenice, vključno z organi na državni, regionalni ali lokalni ravni.

7. Določbe tega člena se uporabljajo brez poseganja v zakone in druge predpise pogodbenic glede obveznosti javnih storitev na ozemljih pogodbenic.

## ČLEN 8

### Poslovne priložnosti

#### Predstavniki letalskih prevoznikov

1. Letalski prevozniki vsake pogodbenice imajo pravico, da na ozemlju druge pogodbenice ustanovijo poslovalnice za promocijo in prodajo zračnih prevozov in z njimi povezanih dejavnosti.

2. Letalski prevozniki vsake pogodbenice imajo v skladu z zakoni in drugimi predpisi druge pogodbenice v zvezi z vstopom, prebivanjem in zaposlovanjem pravico, da na ozemlje druge pogodbenice pripeljejo in tam obdržijo upravno, prodajno, tehnično, operativno in drugo strokovno osebje, katerega naloga je podpirati zagotavljanje zračnih prevozov.

#### Zemeljska oskrba

3. (a) Brez poseganja v točko (b) spodaj ima vsak letalski prevoznik v povezavi z zemeljsko oskrbo na ozemlju druge pogodbenice:
- (i) pravico opravljati svojo lastno zemeljsko oskrbo ("samooskrba") ali, po svoji izbiri
  - (ii) pravico izbrati med konkurenčnimi izvajalci, ki oskrbujejo letala na letališču v celoti ali delno, če je takim izvajalcem dovoljen dostop na trg na podlagi zakonov in drugih predpisov vsake pogodbenice ter če so taki izvajalci prisotni na trgu.

- (b) Za naslednje kategorije storitev zemeljske oskrbe, tj. postopki v zvezi s prtljago, postopki na ploščadi, postopki v zvezi z gorivom in oljem, postopki v zvezi s tovorom in pošto, kar zadeva fizične postopke v zvezi s tovorom in pošto med letališkim terminalom in zrakoplovom, so pravice pod točko (a)(i) in (ii) zgoraj zgolj predmet fizičnih in operativnih omejitev v skladu z zakoni in drugimi predpisi, ki se uporabljajo na ozemlju druge pogodbenice. Če take omejitve izključujejo samooskrbo in če ni učinkovite konkurence med izvajalci, ki opravljajo storitve zemeljske oskrbe, so vse take storitve vsem letalskim prevoznikom na voljo na enakovredni in nediskriminatorni osnovi; cene takih storitev ne presegajo njihovih celotnih stroškov, vključno s primerno donosnostjo po amortizaciji.

#### Prodaja, lokalni izdatki in prenos sredstev

4. Vsak letalski prevoznik vsake pogodbenice se lahko ukvarja s prodajo zračnih prevozov na ozemlju druge pogodbenice neposredno in/ali, po presoji letalskega prevoznika, prek prodajnih zastopnikov ali drugih posrednikov, ki jih imenuje letalski prevoznik, ali prek interneta. Vsak letalski prevoznik ima pravico do prodaje takega prevoza in vsaka oseba lahko neovirano kupi tak prevoz v lokalni ali kateri koli prosto zamenljivi valuti.

5. Vsak letalski prevoznik ima pravico, da na zahtevo zamenja in prenese lokalne prihodke z ozemlja druge pogodbenice na svoje matično ozemlje in, razen če je to neskladno s splošno veljavnim zakonom ali predpisom, v državo ali države po lastni izbiri. Pretvorba in prenos sta dovoljena takoj, brez omejitev ali obdavčenja v zvezi z njima, po menjalnem tečaju, ki velja za tekoče transakcije in prenos na datum, ko prevoznik predloži prvi zahtevek za prenos.

6. Letalski prevozniki vsake pogodbenice lahko na ozemlju druge pogodbenice poravnajo lokalne izdatke, ki vključujejo nakup goriva, v lokalni valuti. Letalski prevozniki vsake pogodbenice lahko na ozemlju druge pogodbenice po lastni presoji poravnajo take izdatke v prosto zamenljivih valutah v skladu z lokalnimi predpisi o valutah.

#### Ureditve o sodelovanju

7. Pri opravljanju ali zagotavljanju storitev v skladu s tem sporazumom lahko vsak letalski prevoznik pogodbenice sodeluje pri ureditvah o sodelovanju glede trženja, kot so sporazumi o skupinski prodaji ali skupnih letih, z:

- (a) letalskim prevoznikom ali letalskimi prevozniki pogodbenic; ter
- (b) letalskim prevoznikom ali letalskimi prevozniki tretje države; ter
- (c) kopenskimi ali pomorskimi prevozniki;

če (i) imajo vsi sodelujoči v takih ureditvah ustrezno pooblastilo za zagotavljanje prevoza na progi in (ii) dogovori izpolnjujejo zahteve v zvezi z varnostjo in konkurenco, ki se običajno uporabljajo pri takšnih dogovorih. Pri prodaji potniškega prometa, ki vključuje skupne lete, se kupca ob prodaji ali v vsakem primeru pred vkrcanjem obvesti o tem, kateri ponudniki prevoza bodo opravljali promet v posameznih sektorjih storitve.



8. (a) Kar zadeva prevoz potnikov, za ponudnike površinskega prevoza ne veljajo zakoni in drugi predpisi, ki urejajo zračne prevoze, izključno zato, ker take prevoze zagotavlja letalski prevoznik pod svojim imenom. Ponudniki površinskega prevoza se lahko po lastni presoji odločijo glede sodelovanja v skupnih ureditvah. Pri odločanju glede posamezne ureditve lahko ponudniki površinskega prevoza med drugim upoštevajo interese potrošnika ter tehnične, ekonomske, prostorske in zmogljivostne omejitve.
- (b) Poleg tega in ne glede na ostale določbe tega sporazuma je letalskim prevoznikom in posrednim ponudnikom tovornega prevoza pogodbenic v skladu z veljavnimi zakoni in drugimi predpisi brez omejitev dovoljeno, da v povezavi z mednarodnimi zračnimi prevozi uporabijo katero koli obliko površinskega prevoza tovora v kateri koli kraj na ozemlju Jordanije in Evropske unije ali z njega ali v tretjih državah, vključno s prevozom na vsa letališča s carinskimi objekti ali z njih in vključno, če je to ustrezno, s pravicami do prevoza tovora pod carinskim nadzorom. Tak tovor ima, če se premika po površini ali po zraku, dostop do letaliških carinskih postopkov in objektov. Letalski prevozniki se lahko odločijo, da sami izvajajo površinski prevoz ali ga zagotavljajo prek ureditev z drugimi površinskimi prevozniki, vključno s površinskimi prevozi, ki jih opravljajo drugi letalski prevozniki in posredni ponudniki letalskega tovornega prevoza. Taki večnamenski prevozi tovora se lahko zagotovijo po eni, direktni ceni za kombinirani zračni in površinski prevoz, pod pogojem, da se vkrcevalcev ne zavaja glede dejstev o takem prevozu.

## Zakup

9. (a) Letalski prevozniki obeh pogodbenic imajo pravico, da opravljajo dogovorjene storitve z zrakoplovom in posadko, ki ju zakupijo od katerega koli letalskega prevoznika, vključno iz tretjih držav, če vsi udeleženci v teh dogovorih izpolnjujejo pogoje, predpisane v zakonih in drugih predpisih, ki jih pogodbenici običajno uporabljata pri takšnih ureditvah.
- (b) Nobena od pogodbenic ne zahteva, da bi letalski prevozniki oddajali svojo opremo v zakup, da bi imeli prometne pravice v skladu s tem sporazumom.
- (c) Zakup zrakoplova s posadko (wet-leasing) letalske družbe tretje države s strani letalskega prevoznika pogodbenic, ki ni navedena v Prilogi IV, da bi izkoristili pravice, predvidene v tem sporazumu, mora ostati izjema ali izpolnjevati začasne potrebe. Zakup se predloži v predhodno odobritev organu, ki je izdal licenco letalskemu prevozniku, ki želi zakupiti letalo s posadko, in pristojnemu organu druge pogodbenice, v namembnem kraju, kjer se z zakupljenim zrakoplovom nameravajo opravljati storitve.

## Franšizing in trženje blagovne znamke

10. Letalski prevozniki obeh pogodbenic imajo pravico, da sodelujejo pri ureditvah o franšizingu ali trženju blagovne znamke z družbami, vključno z letalskimi prevozniki obeh pogodbenic ali tretjih držav, če imajo letalski prevozniki ustrezno pooblastilo in izpolnjujejo pogoje, predpisane v zakonih in drugih predpisih, ki jih pogodbenici običajno uporabljata pri takšnih ureditvah, zlasti pogoje, ki zahtevajo razkritje identitete letalskega prevoznika, ki opravlja storitev.

## Dodeljevanje slotov na letališčih

11. Dodeljevanje slotov na letališčih na ozemljih pogodbenic se opravi na neodvisen, pregleden in nediskriminatoren način. Vsi letalski prevozniki bodo obravnavani pošteno in enakopravno. V skladu s členom 21(5) (Skupni odbor) lahko pri reševanju morebitnih vprašanj v zvezi z izvajanjem tega odstavka pogodbenica zahteva sestanek Skupnega odbora.

## ČLEN 9

### Carine in obdavčitev

1. Zrakoplovi ob prispetju na ozemlje ene pogodbenice, ki jih v mednarodnem zračnem prevozu upravljajo letalski prevozniki druge pogodbenice, njihova običajna oprema, gorivo, maziva, potrošne tehnične zaloge, oprema na letališču, nadomestni deli (vključno z motorji), zaloge na zrakoplovu (ki med drugim vključujejo hrano, pijačo, alkohol, tobak in druge izdelke, namenjene za prodajo ali uporabo potnikov v omejenih količinah med letom) ter druge stvari, namenjene za upravljanje ali servisiranje zrakoplova v mednarodnem zračnem prevozu ali ki se uporabljajo izključno v zvezi s tem, so po prihodu na ozemlje ene pogodbenice na podlagi recipročnosti oproščeni vseh uvoznih omejitev, davkov na premoženje in dajatev na kapital, carin, trošarin in podobnih pristojbin in bremenitev, ki (a) jih določajo nacionalni ali lokalni organi ali Evropska unija in (b) ne temeljijo na stroških opravljenih storitev, če taka oprema in zaloge ostanejo na zrakoplovu.

2. Oprostitev, na podlagi recipročnosti, davkov, dajatev, davščin, pristojbin in bremenitev, navedenih v odstavku 1 tega člena, razen plačila stroškov za opravljene storitve, se nanaša tudi na:

- (a) zaloge na zrakoplovu, vnesene na ozemlje pogodbenice ali tam dobavljene in natovorjene v razumnih količinah in namenjene za uporabo na zrakoplovu letalskega prevoznika druge pogodbenice, ki opravlja mednarodne zračne prevoze, tudi če se te zaloge uporabljajo na delu poti čez omenjeno ozemlje;
- (b) opremo na letališču in nadomestne dele (vključno z motorji), ki so vneseni na ozemlje ene pogodbenice za servisiranje, vzdrževanje ali popravilo zrakoplova letalskega prevoznika druge pogodbenice, ki se uporablja v mednarodnem zračnem prevozu;
- (c) gorivo, maziva in potrošne tehnične zaloge, vnesene na ozemlje ene pogodbenice ali tam dobavljene in namenjene za uporabo na zrakoplovu letalskega prevoznika druge pogodbenice, ki opravlja mednarodne zračne prevoze, tudi če se te zaloge uporabljajo na delu poti čez omenjeno ozemlje;
- (d) tiskovine, kot določa carinska zakonodaja vsake pogodbenice, vnesene na ozemlje ene pogodbenice ali tam dobavljene in namenjene za uporabo na čezmejnem letu letalskega prevoznika druge pogodbenice, ki opravlja mednarodne zračne prevoze, tudi če se te zaloge uporabljajo na delu poti čez omenjeno ozemlje, ter
- (e) varnostna in varovalna oprema za uporabo na letališčih ali tovornih terminalih.

3. Ne glede na kakršne koli druge nasprotno določbe, nobena določba v tem sporazumu ne preprečuje pogodbenici, da na nediskriminatorni podlagi uvede davke, dajatve, davščine, pristojbine in bremenitve za gorivo, dobavljeno na njenem ozemlju za uporabo na zrakoplovu letalskega prevoznika, ki opravlja prevoze med dvema krajema na njenem ozemlju.

4. Za opremo in zaloge, navedene v odstavkih 1 in 2 tega člena, se lahko zahteva, da so pod nadzorom ali kontrolo ustreznih organov.

5. Izjeme, določene v tem členu, so na voljo tudi, kadar imajo letalski prevozniki ene pogodbenice pogodbe z drugim letalskim prevoznikom, ki podobno uživa take izjeme druge pogodbenice, za posojilo ali prenos predmetov, določenih v odstavkih 1 in 2 tega člena, na ozemlje druge pogodbenice.

6. Nobena določba v tem sporazumu ne preprečuje pogodbenicama, da ne bi zaračunali davkov, dajatev, davščin, pristojbin in bremenitev za blago, ki se potnikom ne prodaja za porabo na zrakoplovu na delu zračnega prevoza med dvema krajema na njenem ozemlju, kjer je dovoljeno vkrcanje ali izkrcanje.

7. Določbe tega sporazuma ne vplivajo na področje DDV, razen na prometni davek pri uvozu. Ta sporazum ne vpliva na določbe zadevnih konvencij, ki veljajo med državo članico in Jordanijo ter preprečujejo dvojno obdavčitev dohodkov in kapitala.

## ČLEN 10

### Pristojbine za uporabnike letališč ter letaliških objektov in storitev

1. Vsaka pogodbenica zagotovi, da so pristojbine za uporabnike, ki jih lahko njeni pristojni organi ali telesa zaračunajo letalskim prevoznikom druge pogodbenice za uporabo navigacijskih služb zračnega prometa in kontrolo zračnega prometa, pravične, primerne, vezane na stroške in niso nepravilno diskriminatorne. V vsakem primeru se take pristojbine za uporabnike preučijo pri letalskih prevoznikih druge pogodbenice po pogojih, ki niso manj ugodni od najugodnejših pogojev, ki so na voljo kateremu koli drugemu letalskemu prevozniku.
2. Vsaka pogodbenica zagotovi, da so pristojbine za uporabnike, ki jih lahko zaračunajo njeni pristojni organi ali telesa letalskim prevoznikom druge pogodbenice za uporabo letališča, varovanja v letalstvu ter s tem povezanih objektov in storitev, pravične, primerne, da niso nepravilno diskriminatorne ter da so pravično razdeljene med kategorijami uporabnikov. Te pristojbine lahko izražajo celotne stroške pristojnih organov ali teles pri zagotavljanju ustreznega letališča, letaliških varnostnih objektov in storitev na zadevnem letališču ali znotraj sistema zadevnega letališča, vendar jih ne smejo presegati. Te pristojbine lahko vključujejo primerno donosnost po amortizaciji. Objekti in storitve, za katere so zaračunane pristojbine za uporabnike, se zagotavljajo učinkovito in ekonomično. V vsakem primeru se te pristojbine preučijo pri letalskih prevoznikih druge pogodbenice po pogojih, ki niso manj ugodni od najugodnejših pogojev, ki so na voljo kateremu koli drugemu letalskemu prevozniku v trenutku, ko se pristojbine preučujejo.

3. Pogodbenici spodbujata posvetovanja med pristojnimi organi ali telesi na njunem ozemlju in letalskimi prevozniki ali njihovimi predstavniškimi organi, ki uporabljajo storitve in objekte, ter zagotavljata, da pristojni organi ali telesa in letalski prevozniki ali njihovi predstavniški organi izmenjujejo takšne informacije, ki so lahko nujne za omogočanje natančnega pregleda sprejemljivosti pristojbin v skladu z načeli iz odstavkov 1 in 2 tega člena. Pogodbenici zagotavljata, da pristojni organi uporabnike dovolj zgodaj obvestijo o vseh predlaganih spremembah pristojbin za uporabnike, da lahko zadevni organi obravnavajo izražena stališča uporabnikov, preden se spremembe uveljavijo.

4. Nobena od pogodbenic pri postopkih reševanja sporov v skladu s členom 22 (Reševanje sporov in arbitraža) tega sporazuma ne krši določbe tega člena, razen če (a) v razumnem roku ne opravi pregleda pristojbine ali ravnanja, ki je predmet pritožbe druge pogodbenice, ali (b) če po takem pregledu ne sprejme vseh ukrepov v svoji pristojnosti, da bi popravila pristojbino ali ravnanje, ki ni v skladu s tem členom.

## ČLEN 11

### Določanje cen

1. Pogodbenici letalskim prevoznikom dovolita prosto določanje cen na podlagi svobodne in poštene konkurence.

2. Pogodbenici ne zahtevata, da se cene sporočajo.
3. Pristojni organi lahko medsebojno razpravljajo o zadevah, ki vključujejo, vendar niso omejene na cene, ki so lahko nepravilne, nerazumne ali diskriminatorne.

## ČLEN 12

### Statistika

1. Obe pogodbenici druga drugi zagotovita statistiko, ki je potrebna v skladu z domačimi zakoni in drugimi predpisi, ter na zahtevo tudi druge razpoložljive statistične podatke, ki so upravičeno potrebni za pregledovanje opravljanja letalskega prevoza.
2. Pogodbenici sodelujeta v okviru Skupnega odbora v skladu s členom 21 (Skupni odbor) tega sporazuma, da se omogoči izmenjava statističnih podatkov med njima za spremljanje razvoja letalskega prevoza v skladu s tem sporazumom.



## NASLOV II

### REGULATIVNO SODELOVANJE

#### ČLEN 13

##### Varnost v letalstvu

1. Pogodbenici zajamčita, da njuni zakonodaji zagotovita najmanj standarde, opredeljene v delu A Priloge III, v skladu s pogoji, določenimi v nadaljevanju.
2. Pogodbenici zagotovita, da zrakoplov, registriran v eni pogodbenici, za katerega obstaja sum o neskladnosti z mednarodnimi letalskimi varnostnimi standardi, vzpostavljenimi v skladu s Konvencijo, in ki pristaja na letališčih, odprtih za mednarodni zračni promet, na ozemlju druge pogodbenice, na ploščadi pregledajo pristojni organi navedene druge pogodbenice, znotraj in zunaj, da bi preverili veljavnost dokumentov zrakoplova in njegove posadke ter vidno stanje zrakoplova in njegove opreme.
3. Vsaka pogodbenica lahko kadar koli zahteva posvetovanja o varnostnih standardih, ki jih ima druga pogodbenica.

4. Pristojni organi katere koli pogodbenice lahko sprejmejo vse ustrezne in takojšnje ukrepe, če ugotovijo, da zrakoplov, proizvod ali delovanje zrakoplova:
- (a) ni v skladu z minimalnimi standardi, vzpostavljenimi v skladu s Konvencijo, ali z zakonodajo, opredeljeno v delu A Priloge III, ali ustrezno jordansko zakonodajo, skladno z odstavkom 1 tega člena, odvisno od tega, kaj se uporablja;
  - (b) na podlagi pregleda iz odstavka 2 vzbuja resno zaskrbljenost, da zrakoplov ali delovanje zrakoplova ni v skladu z minimalnimi standardi, vzpostavljenimi v skladu s Konvencijo, z zakonodajo, opredeljeno v delu A Priloge III, ali ustrezno jordansko zakonodajo, skladno z odstavkom 1 tega člena, odvisno od tega, kaj se uporablja, ali
  - (c) vzbuja resno zaskrbljenost, da se minimalni standardi, vzpostavljeni v skladu s Konvencijo, z zakonodajo, opredeljeno v delu A Priloge III, ali ustrezno jordansko zakonodajo, skladno z odstavkom 1 tega člena, odvisno od tega, kaj se uporablja, premalo učinkovito vzdržujejo ali izvajajo.
5. Če pristojni organi ene pogodbenice ukrepajo v skladu z odstavkom 4, o tem ukrepu nemudoma obvestijo pristojne organe druge pogodbenice ter navedejo razloge za ukrep.
6. Če se ukrepi, sprejeti na podlagi odstavka 4, ne ustavijo, čeprav zanje ni več razloga, lahko katera koli pogodbenica zadevo naslovi na Skupni odbor.

## ČLEN 14

### Varovanje v letalstvu

1. Pogodbenici zajamčita, da njuni zakonodaji zagotovita najmanj standarde, opredeljene v delu B Priloge III k temu sporazumu, v skladu s pogoji, določenimi v nadaljevanju.
2. Zagotavljanje varnosti za civilne zrakoplove, njihove potnike in posadko je temeljni predpogoj za opravljanje mednarodnega zračnega prometa, zato pogodbenici ponovno potrjujeta svoje obveznosti ena do druge glede zagotavljanja varovanja civilnega letalstva pred dejanji nezakonitega vmešavanja in zlasti svoje obveznosti v skladu s Čikaško konvencijo, Konvencijo o kaznivih dejanjih in nekaterih drugih dejanjih, storjenih na letalih, podpisano v Tokiu 14. septembra 1963, Konvencijo o zatiranju nezakonite ugrabitve zrakoplovov, podpisano v Haagu 16. decembra 1970, Konvencijo o zatiranju nezakonitih dejanj zoper varnost civilnega letalstva, podpisano v Montrealu 23. septembra 1971, Protokolom o zatiranju nezakonitih nasilnih dejanj na letališčih za mednarodno civilno letalstvo, podpisanim v Montrealu 24. februarja 1988, in Konvencijo o označevanju plastičnih razstreliv zaradi njihovega odkrivanja, podpisano v Montrealu 1. marca 1991, če sta obe pogodbenici teh konvencij, ter v skladu z vsemi drugimi konvencijami in protokoli v zvezi z varnostjo civilnega letalstva, katerih članici sta obe pogodbenici.

3. Pogodbenici na zahtevo druga drugi zagotovita vso potrebno pomoč, da bi preprečili nezakonite ugrabitve civilnih zrakoplovov in druga nezakonita dejanja zoper varnost takih zrakoplovov, njihovih potnikov in posadke, letališč, navigacijskih naprav ter vsako drugo ogrožanje varnosti civilnega letalstva.

4. Pogodbenici v medsebojnih odnosih ravnata v skladu s standardi varovanja v letalstvu in, če jih uporabljata, v skladu s priporočenimi praksami, ki jih je vzpostavila Mednarodna organizacija za civilno letalstvo (ICAO) kot priloge k Čikaški konvenciji, če te določbe o varovanju veljajo za pogodbenici. Pogodbenici zahtevata od upravljavci zrakoplovov, ki so vpisani v njihovih registrih ali imajo sedež podjetja ali stalni naslov na njihovih ozemljih, ter od upravljavcev letališč na svojih ozemljih, da delujejo v skladu s takimi predpisi o varovanju v letalstvu.

5. Vsaka pogodbenica zagotavlja, da se na njenem ozemlju učinkovito izvajajo ukrepi za varovanje zrakoplovov, za pregled potnikov in ročne prtljage ter primerni pregledi posadke, tovora (vključno z oddano prtljago) in zalog na zrakoplovu pred in med vkrcavanjem ali natovarjanjem, in da se ti ukrepi prilagajajo glede na povečano grožnjo. Pogodbenici soglašata, da se lahko od njihovih letalskih prevoznikov zahteva spoštovanje predpisov o varovanju v letalstvu iz odstavka 4 tega člena, ki jih zahteva druga pogodbenica za vstop na ozemlje, izstop z njega ali dokler so zrakoplovi na ozemlju te druge pogodbenice.

6. Pogodbenici z naklonjenostjo obravnavata vsako zahtevo druge pogodbenice za uvedbo dodatnih varnostnih ukrepov zaradi določene grožnje. Razen v izrednih razmerah ena pogodbenica drugo pogodbenico vnaprej obvesti o nameravani uvedbi posebnih varnostnih ukrepov, ki bi imeli znatni finančni ali operativni učinek na storitve zračnih prevozov, zagotovljene na podlagi tega sporazuma. Vsaka od pogodbenic lahko zahteva sestanek Skupnega odbora zaradi razpravljanja o teh varnostnih ukrepih, kot je določeno v členu 21 (Skupni odbor) tega sporazuma.

7. Ob nezakoniti ugrabitvi ali grožnji ugrabitve civilnega zrakoplova ali drugih nezakonitih dejanjih proti varnosti takega zrakoplova, njegovih potnikov in posadke, letališč ali letalskih navigacijskih naprav, pogodbenici pomagata druga drugi, s tem da poskrbita za komuniciranje in druge ustrezne ukrepe, da bi se tak dogodek ali grožnja čim hitreje in varneje končala.

8. Vsaka pogodbenica sprejme vse ukrepe, ki se ji zdijo izvedljivi za zagotovitev, da se zrakoplov, ki je ugrabljen ali izpostavljen dejanjem nezakonitega vmešavanja in je na tleh njenega ozemlja, tam zadrži, razen če je njegov odhod nujen zaradi prevladujoče dolžnosti varovanja človeških življenj. Kjer je to možno, se takšni ukrepi sprejmejo na podlagi skupnih posvetovanj.

9. Ko ima ena pogodbenica razlog za utemeljen sum, da je druga pogodbenica kršila določbe o varovanju v letalstvu iz tega člena, lahko ta pogodbenica zahteva takojšnja posvetovanja z drugo pogodbenico.

10. Brez poseganja v člen 4 (Zavrnitev, preklic, začasna ukinitvev, omejitev dovoljenj) tega sporazuma je neuspela sklenitev zadovoljivega sporazuma v petnajstih (15) dneh od datuma take zahteve razlog za zadržanje, preklic, omejitev ali določitev pogojev glede dovoljenja za opravljanje prometa enega ali več letalskih prevoznikov takšne druge pogodbenice.

11. Če to zahteva neposredna in izjemna grožnja, lahko pogodbenica sprejme začasen ukrep pred iztekom petnajstih (15) dni.

12. Vsak ukrep, sprejet v skladu z odstavkom 10 tega člena, se ustavi, ko druga pogodbenica ravna v skladu z vsemi določbami tega člena.

## ČLEN 15

### Upravljanje zračnega prometa

1. Pogodbenici zagotovita, da njuni zakonodaji določita standarde, opredeljene v delu C Priloge III k temu sporazumu, v skladu s pogoji, določenimi v nadaljevanju.

2. Pogodbenici se zavežeta h kar največjemu sodelovanju na področju upravljanja zračnega prometa z namenom razširitve enotnega evropskega neba na Jordanijo, da bi povečali obstoječe varnostne standarde in skupno učinkovitost splošnih standardov zračnega prometa v Evropi, dosegli največje kapacitete in najmanjše zamude. V ta namen se zagotovi ustrezno sodelovanje Jordanije v odboru za enotno nebo. Skupni odbor je odgovoren za spremljanje in lajšanje sodelovanja na področju upravljanja zračnega prometa.

3. Da bi olajšali uporabo zakonodaje glede enotnega evropskega neba na svojih ozemljih:

- (a) Jordanija sprejme potrebne ukrepe za prilagoditev svoje institucionalne strukture upravljanja zračnega prometa enotnemu evropskemu nebu, zlasti z zagotovitvijo, da so primerni nacionalni nadzorni organi vsaj funkcijsko neodvisni od ponudnikov navigacijskih služb zračnega prometa, ter
- (b) Evropska unija Jordanijo poveže z ustreznimi operativnimi pobudami na področju navigacijskih služb zračnega prometa, zračnega prostora in interoperabilnosti, ki izhajajo iz enotnega evropskega neba, zlasti z zgodnjo vključitvijo jordanskih prizadevanj za vzpostavitev funkcionalnih blokov zračnega prostora ali z ustrezno uskladitvijo v okviru SESAR.

## ČLEN 16

### Okolje

1. Pogodbenici priznavata pomembnost varstva okolja pri razvoju in izvajanju mednarodne letalske politike.
2. Pogodbenici priznavata pomembnost sodelovanja in v okviru večstranskih razprav pomembnost preučevanja vplivov letalstva na okolje in gospodarstvo ter zagotavljanja popolne skladnosti ukrepov za omilitev vplivov s cilji tega sporazuma.
3. Nobena določba v tem sporazumu ne omejuje suverene pristojnosti pristojnih organov pogodbenice za sprejetje vseh ustreznih ukrepov, da bi preprečili ali se drugače spopadli z vplivi mednarodnih zračnih prevozov na okolje, če so taki ukrepi popolnoma v skladu z njunimi pravicami in obveznostmi po mednarodnem pravu ter se izvajajo brez razlikovanja glede na državljanstvo.
4. Pogodbenici zagotovita, da njuni zakonodaji določita standarde, opredeljene v delu D Priloge III k temu sporazumu.



## ČLEN 17

### Varstvo potrošnikov

Pogodbenici zagotovita, da njuni zakonodaji določita standarde v zvezi z zračnimi prevozi, opredeljene v delu E Priloge III k temu sporazumu.

## ČLEN 18

### Računalniški sistemi rezervacij

Pogodbenici zagotovita, da njuni zakonodaji določita standarde, opredeljene v delu F Priloge III k temu sporazumu.

## ČLEN 19

### Socialni vidiki

Pogodbenici zagotovita, da njuni zakonodaji določita standarde v zvezi z zračnimi prevozi, opredeljene v delu G Priloge III k temu sporazumu.

## NASLOV III

### INSTITUCIONALNE DOLOČBE

#### ČLEN 20

##### Razlaga in uveljavljanje

1. Pogodbenici sprejmeta vse ustrezne ukrepe, splošne ali posebne, za zagotovitev izpolnjevanja obveznosti, ki izhajajo iz tega sporazuma, in se vzdržita vseh ukrepov, ki bi lahko ogrozili doseganje ciljev tega sporazuma.
2. Vsaka pogodbenica je na svojem ozemlju odgovorna za pravilno izvrševanje tega sporazuma ter zlasti zakonodaje, ki določa standarde, opredeljene v Prilogi III k temu sporazumu.
3. Pogodbenici druga drugi zagotovita vse potrebne informacije in pomoč v primeru preiskav o morebitnih kršitvah, ki jih ta druga pogodbenica opravlja v okviru svojih pristojnosti iz tega sporazuma.

4. Kadar ena pogodbenica v skladu s pooblastili, ki so ji dana s tem sporazumom, ukrepa glede zadev, ki zanimajo drugo pogodbenico in zadevajo organe ali podjetja druge pogodbenice, o tem v celoti obvesti pristojne organe druge pogodbenice in jim da pred sprejetjem končne odločitve priložnost za pripombe.

## ČLEN 21

### Skupni odbor

1. Ustanovi se odbor, ki ga sestavljajo predstavniki pogodbenic (v nadaljnjem besedilu: Skupni odbor) ter je pristojen za upravljanje tega sporazuma in zagotavljanje njegovega pravilnega izvajanja. V ta namen pripravlja priporočila in sprejema odločitve v primerih, določenih v tem sporazumu.
2. Odločitve Skupnega odbora se sprejemajo s soglasjem in so zavezujoče za pogodbenici. Pogodbenici te odločitve izvajata v skladu z lastnimi pravili.
3. Skupni odbor s sklepom sprejme svoj poslovnik.
4. Skupni odbor se sestaja po potrebi. Vsaka pogodbenica lahko zahteva sklic sestanka.

5. Pogodbenica lahko sestanek Skupnega odbora zahteva tudi, kadar skuša rešiti morebitna vprašanja v zvezi z razlago ali uporabo tega sporazuma. Tak sestanek se prične v najkrajšem možnem času, vendar najpozneje dva meseca po prejemu zahteve, če se pogodbenici ne odločita drugače.
6. Pogodbenici si zaradi pravilnega izvajanja tega sporazuma izmenjujeta informacije in se na zahtevo katere koli od njiju posvetujeta v Skupnem odboru.
7. Če ena od pogodbenic meni, da druga pogodbenica odločitve Skupnega odbora ne izvaja pravilno, lahko zahteva, da o tem vprašanju razpravlja Skupni odbor. Če Skupni odbor vprašanja ne more rešiti v dveh mesecih od datuma, ko je bilo nanj naslovljeno, lahko pogodbenica, ki je razpravo zahtevala, sprejme ustrezne zaščitne ukrepe na podlagi člena 23 (Zaščitni ukrepi) tega sporazuma.
8. V sklepih Skupnega odbora so navedeni datum začetka izvajanja v pogodbenicah in vse druge informacije, za katere obstaja verjetnost, da bodo zadevale gospodarske operaterje.
9. Če Skupni odbor, brez poseganja v odstavek 2, odločitve o vprašanju, ki mu je bilo zastavljeno, ne sprejme v šestih mesecih od datuma, ko je bilo nanj naslovljeno, lahko pogodbenici sprejmeta ustrezne začasne zaščitne ukrepe na podlagi člena 23 (Zaščitni ukrepi) tega sporazuma.

10. Skupni odbor preuči vprašanja v zvezi z medsebojnimi naložbami z večinsko udeležbo ali spremembe v učinkovitem nadzoru letalskih prevoznikov pogodbenic.

11. Poleg tega Skupni odbor razvija sodelovanje:

- (a) s pospeševanjem strokovne izmenjave o novih zakonodajnih ali regulativnih pobudah in razvoju, tudi na področju varovanja, varnosti, okolja, letalske infrastrukture (vključno s sloti), konkurenčnega okolja in varstva potrošnikov;
- (b) z rednim preverjanjem socialnih vplivov tega sporazuma med njegovim izvajanjem, zlasti na področju zaposlovanja in oblikovanja ustreznih odzivov na skrbi, za katere se ugotovi da so upravičene;
- (c) s preučevanjem možnih področij za nadaljnji razvoj tega sporazuma, vključno s priporočilom za njegove spremembe; ter
- (d) s strinjanjem, na podlagi soglasja, o predlogih, pristopih ali dokumentih postopkovne narave, neposredno povezanih z delovanjem tega sporazuma;

12. Z razširitvijo tega sporazuma na tretje države si pogodbenici prizadevata za isti cilj, to je doseganje čim večjih koristi za potrošnike, letalske prevoznike, delovno silo in skupnosti. V ta namen bo Skupni odbor razvijal predlog v zvezi s pogoji in postopki, vključno z vsemi potrebnimi spremembami k temu sporazumu, ki bi bili nujni za pristop tretjih držav k temu sporazumu.

## ČLEN 22

### Reševanje sporov in arbitraža

1. Katera koli pogodbenica lahko zahteva, da Pridružitveni svet, ustanovljen s Pridružitvenim sporazumom, preuči kakršen koli spor glede uporabe ali razlage tega sporazuma, ki ni bil rešen v skladu s členom 21 (Skupni odbor) tega sporazuma.
2. Pridružitveni svet, ustanovljen s Pridružitvenim sporazumom, lahko spor reši s sklepom.
3. Pogodbenici sprejmeta vse potrebne ukrepe za izvedbo sklepa iz odstavka 2.
4. Če pogodbenici spora ne bi mogli rešiti s pomočjo Skupnega odbora ali v skladu z odstavkom 2, se spor na zahtevo katere koli pogodbenice predloži arbitražnemu senatu treh arbitrov v skladu s postopkom, določenim v nadaljevanju:
  - (a) vsaka pogodbenica imenuje arbitra v šestdesetih (60) dneh od datuma, ko od druge pogodbenice po diplomatski poti prejme uradno obvestilo z zahtevo po reševanju spora pred arbitražnim senatom; tretjega arbitra morata imenovati druga dva arbitra v nadaljnjih šestdesetih (60) dneh. Če ena od pogodbenic v dogovorjenem času ne imenuje svojega arbitra ali če tretji arbiter v dogovorjenem obdobju ni imenovan, lahko katera koli pogodbenica od predsednika sveta ICAO zahteva, da imenuje arbitra ali arbitre, kakor je ustrezno;

- (b) tretji arbiter, imenovan v skladu s pogoji iz odstavka (a), bi moral biti državljan tretje države in nastopa kot predsednik arbitražnega senata;
  - (c) arbitražni senat sprejme svoj poslovnik; ter
  - (d) skladno s končnim sklepom arbitražnega senata se začetni stroški arbitraže enakomerno razdelijo med pogodbenici.
5. Arbitražni senat lahko na zahtevo ene pogodbenice zahteva od druge pogodbenice, da izvajačasne zaščitne ukrepe do končne odločitve senata.
6. Vsičasni sklepi ali končni sklepi arbitražnega senata so zavezujoči za pogodbenici.
7. Če ena od pogodbenic ne ravna v skladu s sklepom arbitražnega senata, sprejetim v skladu s pogoji iz tega člena, v tridesetih (30) dneh od uradnega obvestila o navedenem sklepu, lahko druga pogodbenica za toliko časa, kolikor ta kršitev traja, pogodbenici v kršitvi omeji, začasno odvzame ali prekliče pravice ali privilegije, ki ji jih je priznala v skladu s pogoji tega sporazuma.

## ČLEN 23

### Zaščitni ukrepi

1. Pogodbenici sprejmeta vse splošne ali posebne ukrepe za izpolnjevanje svojih obveznosti iz tega sporazuma. Odgovorni sta za doseganje ciljev tega sporazuma.
2. Če katera od pogodbenic meni, da druga ni izpolnila kakšne obveznosti iz tega sporazuma, lahko sprejme ustrezne ukrepe. Zaščitni ukrepi po obsegu in trajanju ne smejo preseči okvira, ki je nujno potreben za odpravo takega stanja ali ohranitev ravnovesja tega sporazuma. Prednost imajo ukrepi, ki najmanj ovirajo delovanje tega sporazuma.
3. Pogodbenica, ki načrtuje sprejetje zaščitnih ukrepov, o tem uradno obvesti drugo pogodbenico prek Skupnega odbora in zagotovi vse ustrezne informacije.
4. Pogodbenici takoj začneta posvetovanja v Skupnem odboru, da bi našli skupno sprejemljivo rešitev.



5. Brez poseganja v člena 3(d) (Dovoljenja) in 4(d) (Zavrnitev, preklic, začasna ukinitvev, omejitev dovoljenj) ter člena 13 (Varnost v letalstvu) in 14 (Varovanje v letalstvu) tega sporazuma sme zadevna pogodbenica sprejeti zaščitne ukrepe šele po izteku enega meseca od datuma uradnega obvestila iz odstavka 3, razen če se je postopek posvetovanja iz odstavka 4 končal pred iztekom navedenega roka.
6. Zadevna pogodbenica nemudoma uradno obvesti Skupni odbor o sprejetih ukrepih in zagotovi vse ustrezne informacije.
7. Vsak ukrep, sprejet v skladu s pogoji iz tega člena, se začasno prekine, takoj ko pogodbenica v kršitvi ravna v skladu z določbami tega sporazuma.

## ČLEN 24

### Geografska širitev Sporazuma

Pogodbenici se zavežeta, da bosta z nadaljnjim dialogom zagotovili skladnost tega sporazuma z Barcelonskim procesom in si bosta prizadevali za dosego končnega cilja, ki je vzpostavitev skupnega evro-sredozemskega zračnega prostora. Zato se bodo v Skupnem odboru v skladu s členoma 21(11) (Skupni odbor) raziskale možnosti za vzajemno dogovorjene spremembe z namenom upoštevanja podobnih evro-sredozemskih letalskih sporazumov.

## ČLEN 25

### Razmerje do drugih sporazumov

1. Določbe tega sporazuma prevladajo nad ustreznimi določbami obstoječih dvostranskih sporazumov med Jordanijo in državami članicami. Vendar se lahko obstoječe prometne pravice, ki izhajajo iz teh dvostranskih sporazumov in niso zajete v tem sporazumu, še naprej uresničujejo, če ni diskriminacije med letalskimi prevozniki Evropske unije na podlagi državljanstva.
2. Če sporazum preneha veljati ali se preneha začasno uporabljati, se lahko pogodbenice brez poseganja v odstavek 1 tega člena in ob upoštevanju člena 27 (Prenehanje veljavnosti) pred prenehanjem dogovorijo o ureditvi, ki se uporablja za zračni promet med zadevnimi ozemlji pogodbenic.
3. Če pogodbenici postaneta pogodbenici večstranskega sporazuma ali potrdita sklep, ki ga sprejme ICAO ali druga mednarodna organizacija, ki obravnava zadeve, zajete v tem sporazumu, se posvetujeta v Skupnem odboru, da ugotovita, ali je treba ta sporazum spremeniti zaradi takega razvoja dogodkov.
4. Ta sporazum ne posega v sklepe obeh pogodbenic za izvedbo prihodnjih priporočil, ki jih lahko pripravi ICAO. Pogodbenici ne navedeta tega sporazuma ali dela tega sporazuma kot podlago za nasprotovanje preučitvi načrtov v ICAO glede alternativnih politik o zadevah, zajetih v tem sporazumu.

## ČLEN 26

### Spremembe

1. Če želi ena od pogodbenic spremeniti določbe tega sporazuma, o svoji odločitvi ustrezno uradno obvesti Skupni odbor. Sprememba tega sporazuma začne veljati po dokončanju ustreznih notranjih postopkov vsake pogodbenice.
2. Skupni odbor se lahko na predlog ene od pogodbenic in v skladu s tem členom odloči, da spremeni priloge k temu sporazumu.
3. Ta sporazum ne posega v pravico vsake od pogodbenic, ob upoštevanju načela nediskriminacije, da enostransko sprejme novo zakonodajo ali spremeni svojo obstoječo zakonodajo na področju zračnih prevozov ali na povezanem področju, navedenem v Prilogi III k temu sporazumu.
4. Takoj ko ena od pogodbenic pripravi novo zakonodajo na področju zračnih prevozov ali z njim povezanem področju, navedenem v Prilogi III, ki bi lahko vplivala na pravilno delovanje tega sporazuma, o tem obvesti drugo pogodbenico in se z njo kar najtesneje posvetuje. Na zahtevo ene od pogodbenic lahko pogodbenici predhodno izmenjata mnenja v Skupnem odboru.

5. Takoj ko ena od pogodbenic sprejme novo zakonodajo ali spremembo svoje zakonodaje na področju zračnega prometa ali z njim povezanim področju, navedenim v Prilogi III, ki bi lahko vplivala na pravilno delovanje tega sporazuma, o tem obvesti drugo pogodbenico najkasneje trideset dni po sprejetju. Na zahtevo katere koli od pogodbenic se v Skupnem odboru v šestdesetih dneh po zahtevi izmenjajo mnenja o posledicah takšne nove zakonodaje ali spremembe za pravilno delovanje tega sporazuma.

6. Po izmenjavi mnenj iz odstavka 5 tega člena Skupni odbor:

- (a) sprejme odločitev o spremembi Priloge III k temu sporazumu, tako da se vanjo, če je potrebno, na osnovi vzajemnosti, vključi zadevna nova zakonodaja ali sprememba;
- (b) sprejme sklep, s katerim potrdi, da je zadevna nova zakonodaja ali sprememba v skladu s tem sporazumom; ali
- (c) priporoči kakršne koli druge ukrepe za zagotovitev pravičnega delovanja tega sporazuma, ki jih je treba sprejeti v razumnem roku.

## ČLEN 27

### Prenehanje veljavnosti

1. Ta sporazum je sklenjen za nedoločen čas.
2. Katera koli pogodbenica lahko kadar koli po diplomatski poti pisno obvesti drugo pogodbenico o svoji odločitvi, da odpoveduje ta sporazum. Hkrati o tem obvesti ICAO. Ta sporazum preneha veljati opolnoči GMT na koncu prometne sezone Mednarodnega združenja letalskih prevoznikov (IATA) eno leto po datumu pisnega uradnega obvestila o prenehanju veljavnosti razen če:
  - (a) ni pred iztekom tega roka obvestilo v soglasju obeh pogodbenic umaknjeno; ali
  - (b) pogodbenica, ki ni tista, ki poda obvestilo o prenehanju veljavnosti, zahteva daljše obdobje, ki ne presega 18 mesecev, da bi zagotovila uspešna pogajanja o naknadni ureditvi, ki se uporablja za zračne prevoze med zadevnimi ozemlji pogodbenic.

## ČLEN 28

### Registracija pri Mednarodni organizaciji civilnega letalstva in sekretariatu Združenih narodov

Ta sporazum in vse spremembe sporazuma se registrirajo pri ICAO in pri sekretariatu ZN.

## ČLEN 29

### Začetek veljavnosti

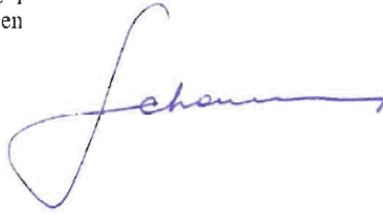
1. Ta sporazum začne veljati en mesec po datumu zadnje note v izmenjavi diplomatskih not med pogodbenicama, ki potrjuje, da so zaključeni vsi postopki, potrebni za začetek veljavnosti tega sporazuma. V namen te izmenjave Hašemitska kraljevina Jordanija izroči Generalnemu sekretariatu Sveta Evropske unije svojo diplomatsko noto Evropski uniji in njenim državam članicam, Generalni sekretariat Sveta Evropske unije pa izroči Hašemitski kraljevini Jordaniji diplomatsko noto Evropske unije in njenih držav članic. Diplomatska nota Evropske unije in njenih držav članic vsebuje sporočila vseh držav članic, ki potrjujejo, da so končani njihovi postopki, potrebni za začetek veljavnosti tega sporazuma.

2. Ne glede na odstavek 1 tega člena pogodbenici soglašata, da se ta sporazum začne začasno uporabljati prvi dan v mesecu, ki sledi najzgodnejšemu (i) datumu zadnje note, s katero se pogodbenici medsebojno uradno obvestita o zaključku postopkov, potrebnih za začasno uporabo tega sporazuma, ali (ii) v skladu z njunimi notranjimi postopki in/ali domačo zakonodajo pogodbenic, kakor je ustrezno, datumu, ki je 12 mesecev poznejši od datuma podpisa tega sporazuma.

V POTRDITEV TEGA so spodaj podpisani, ki so za to ustrezno pooblašeni, podpisali ta sporazum.

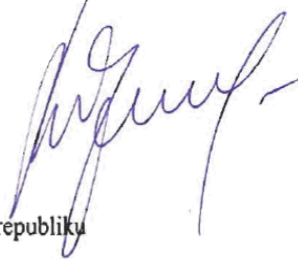
V Bruslju, dne petnajstega decembra leta dva tisoč deset, v dveh izvodih v angleškem, bolgarskem, češkem, danskem, estonskem, finskem, francoskem, grškem, italijanskem, latvijskem, litovskem, madžarskem, malteškem, nemškem, nizozemskem, poljskem, portugalskem, romunskem, slovaškem, slovenskem, španskem, švedskem in arabskem jeziku, pri čemer so besedila v vseh teh jezikih enako verodostojna.

Voor het Koninkrijk België  
Pour le Royaume de Belgique  
Für das Königreich Belgien



Deze handtekening verbindt eveneens het Vlaamse Gewest, het Waalse Gewest en het Brussels Hoofdstedelijk Gewest.  
Cette signature engage également la Région wallonne, la Région flamande et la Région de Bruxelles-Capitale.  
Diese Unterschrift bindet zugleich die Wallonische Region, die Flämische Region und die Region Brüssel-Hauptstadt.

За Република България



Za Českou republiku



På Kongeriget Danmarks vegne

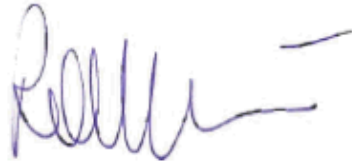


Für die Bundesrepublik Deutschland

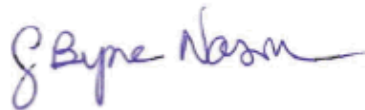




Eesti Vabariigi nimel



Thar cheann Na hÉireann  
For Ireland



Για την Ελληνική Δημοκρατία



Por el Reino de España



Pour la République française



Per la Repubblica italiana



Για την Κυπριακή Δημοκρατία



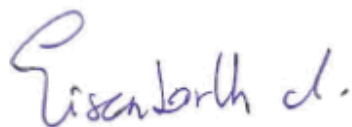
Latvijas Republikas vārdā –



Lietuvos Respublikos vardu



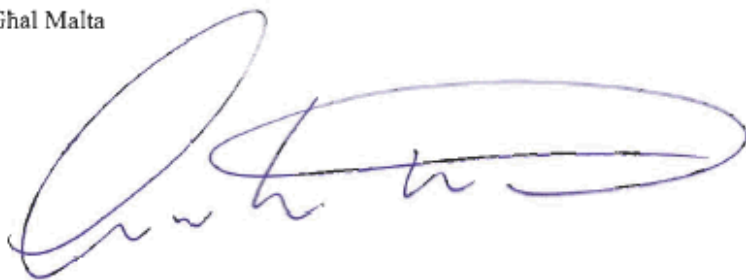
Pour le Grand-Duché de Luxembourg



A Magyar Köztársaság részéről



Għal Malta



Voor het Koninkrijk der Nederlanden



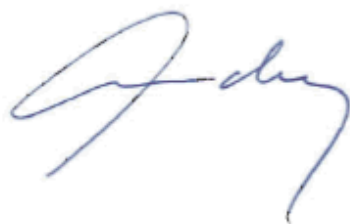
Für die Republik Österreich



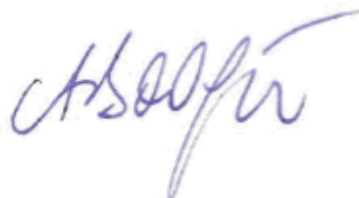
W imieniu Rzeczypospolitej Polskiej



Pela República Portuguesa



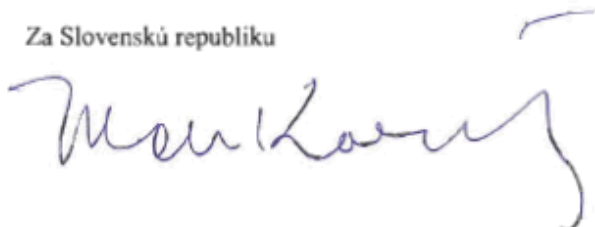
Pentru România



Za Republiko Slovenijo



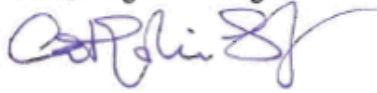
Za Slovenskú republiku



Suomen tasavallan puolesta  
För Republiken Finland



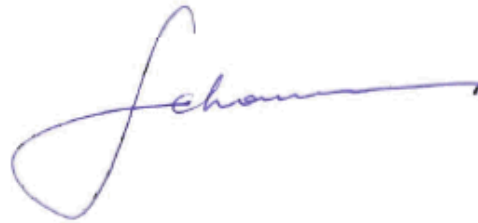
För Konungariket Sverige



For the United Kingdom of Great Britain and Northern Ireland



За Европейския съюз  
Por la Unión Europea  
Za Evropskou unii  
For Den Europæiske Union  
Für die Europäische Union  
Euroopa Liidu nimel  
Για την Ευρωπαϊκή Ένωση  
For the European Union  
Pour l'Union européenne  
Per l'Unione europea  
Eiropas Savienības vārdā –  
Europos Sąjungos vardu  
Az Európai Unió részéről  
Għall-Unjoni Ewropea  
Voor de Europese Unie  
W imieniu Unii Europejskiej  
Pela União Europeia  
Pentru Uniunea Europeană  
Za Európsku úniu  
Za Evropsko unijo  
Euroopan unionin puolesta  
För Europeiska unionen



عن المملكة الأردنية الهاشمية



## PRILOGA I

### DOGOVORJENE STORITVE IN DOLOČENE PROGE

1. Ta priloga je v skladu s prehodnimi določbami iz Priloge II k temu sporazumu.
2. Vsaka pogodbenica prizna letalskim prevoznikom druge pogodbenice pravico do opravljanja storitev zračnih prevozov na progah, določenih v nadaljevanju:
  - (a) za letalske prevoznike Evropske unije: kraji v Evropski uniji – eden ali več krajev vmesnega pristanka v državah Euromed, državah ECAA ali državah, naštetih v Prilogi IV – eden ali več krajev v Jordaniji;
  - (b) za jordanske letalske prevoznike: kraji v Jordaniji – eden ali več krajev vmesnega pristanka v državah Euromed, ECAA ali državah, naštetih v Prilogi IV – eden ali več krajev v Evropski uniji.
3. Prevozi, ki se opravljajo v skladu z odstavkom 2 te priloge, se za jordanske letalske prevoznike začnejo ali končajo na ozemlju Jordanije, za letalske prevoznike Skupnosti pa na ozemlju Evropske unije.
4. Letalski prevozniki obeh pogodbenic lahko na katerem koli letu ali na vseh letih in po svoji izbiri:
  - (a) opravljajo lete v eni ali v obeh smereh;
  - (b) kombinirajo različne številke letov v okviru enega upravljanja zrakoplova;

- (c) opravljajo prevoze med kraji vmesnega pristanka, kot je določeno v odstavku 2 te priloge, in med kraji na ozemljih pogodbenic v kateri koli kombinaciji in katerem koli vrstnem redu;
  - (d) izpustijo pristanke v katerem koli kraju ali krajih;
  - (e) kadar koli preusmerijo promet s katerega koli svojega zrakoplova na kateri koli drug svoj zrakoplov;
  - (f) pristajajo v katerih koli krajih, ne glede na to, ali so znotraj ali zunaj ozemlja ene ali druge pogodbenice;
  - (g) izvajajo tranzitni promet čez ozemlje druge pogodbenice;
  - (h) kombinirajo promet na istem zrakoplovu, ne glede na to, od kod se tak promet začne.
5. Vsaka pogodbenica vsakemu letalskemu prevozniku dovoli, da na podlagi poslovnih premislekov na trgu določi pogostost in zmogljivost mednarodnih zračnih prevozov, ki jih nudijo. V skladu s to pravico nobena pogodbenica enostransko ne omejuje obsega prometa, pogostosti ali rednosti prevozov ali tipa ali tipov zrakoplovov, ki jih uporabljajo letalski prevozniki druge pogodbenice, razen zaradi carinjenja, iz tehničnih, operativnih ali okoljskih razlogov, ali zaradi varovanja zdravja.
6. Letalski prevozniki obeh pogodbenic lahko opravljajo prevoze zlasti, a ne izključno, v okviru ureditev o skupni uporabi oznak poletov, v katerem koli kraju v tretji državi, ki ni vključen na določenih progah, če ne uveljavljajo pravic pete svoboščine.
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PREHODNE DOLOČBE

1. Izvajanje in uporaba vseh določb tega sporazuma, zlasti standardov, opredeljenih v Prilogi III, razen dela B navedene priloge, se preverita z ovrednotenjem v skladu s pristojnostjo Evropske unije in potrđita s sklepom Skupnega odbora. Takšno ovrednotenje se opravi najprej (i) na datum, ko Jordanija Skupni odbor uradno obvesti o izpolnjevanju uskladitvenega postopka, ki temelji na Prilogi III k temu sporazumu, ali (ii) eno leto po začetku veljavnosti tega sporazuma.
2. Ne glede na določbe Priloge I dogovorjene storitve in določene proge tega sporazuma do sprejetja sklepa iz odstavka 1 Priloge II ne vključujejo pravice letalskih prevoznikov obeh pogodbenic do uveljavitve pete svoboščine, vključno za letalske prevoznike Jordanije med kraji znotraj ozemlja Evropske unije. Vendar se lahko vse prometne pravice, že dodeljene z enim od dvostranskih sporazumov med Jordanijo in državami članicami Evropske unije, še naprej uresničujejo, če ni diskriminacije med letalskimi prevozniki Evropske unije na podlagi državljanstva.



3. Brez poseganja v odstavek 1 te priloge se izvajanje in uporaba varnostnih standardov, opredeljenih v delu B Priloge III, preverita z ovrednotenjem v okviru odgovornosti Evropske unije in potrđita s sklepom Skupnega odbora. Zaupni del zakonodaje o varovanju v letalstvu, kot je navedena v delu B Priloge III se deli z Jordanijo šele, ko je tak sklep sprejet.
  
  4. Vsi letalski prevozniki obeh pogodbenic imajo najpozneje od 1. januarja 2016 na letališču *Queen Alia International Airport* koristi iz pravice, določene odstavku 3(a)(i) člena 8 ("samooskrba"). Do takrat so storitve zemeljske oskrbe na navedenem letališču na voljo vsem letalskim prevoznikom na enakovredni in nediskriminatorni osnovi; cene takih storitev ne presegajo njihovih celotnih stroškov, vključno s primernim donosom sredstev po amortizaciji.
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SEZNAM PRAVIL ZA CIVILNO LETALSTVO

A. VARNOST V LETALSTVU

Št. 3922/91

Uredba Sveta (EGS) št. 3922/91 z dne 16. decembra 1991 o uskladitvi tehničnih predpisov in upravnih postopkov na področju civilnega letalstva,

kakor je bila spremenjena z:

- Uredbo Komisije (ES) št. 2176/96 z dne 13. novembra 1996, ki Uredbo Sveta (EGS) št. 3922/91 prilagaja znanstvenemu in tehničnemu napredku;
- Uredbo Komisije (ES) št. 1069/1999 z dne 25. maja 1999, ki Uredbo Sveta (EGS) št. 3922/91 prilagaja znanstvenemu in tehničnemu napredku;
- Uredbo Komisije (ES) št. 2871/2000 z dne 28. decembra 2000, ki Uredbo Sveta (EGS) št. 3922/91 prilagaja znanstvenemu in tehničnemu napredku;
- Uredbo (ES) št. 1592/2002 Evropskega parlamenta in Sveta z dne 15. julija 2002 o skupnih predpisih na področju civilnega letalstva in ustanovitvi Evropske agencije za varnost v letalstvu

Veljavne določbe: člani 1 do 10, 12 in 13, razen člana 4(1) in drugega stavka člana 8(2), priloge I, II in III. Za uporabo člana 12 se "države članice" razumejo kot "države članice Evropske unije".

– Uredbo (ES) št. 1899/2006 z dne 12. decembra 2006 o uskladitvi tehničnih predpisov in upravnih postopkov na področju civilnega letalstva;

– Uredbo (ES) št. 1900/2006 Evropskega parlamenta in Sveta z dne 20. decembra 2006 o spremembi Uredbe Sveta (EGS) št. 3922/91 o uskladitvi tehničnih predpisov in upravnih postopkov na področju civilnega letalstva;

– Uredbo Komisije (ES) št. 8/2008 z dne 11. decembra 2007 o spremembi Uredbe Sveta (EGS) št. 3922/91 glede skupnih tehničnih predpisov in upravnih postopkov, ki se uporabljajo za komercialni letalski promet;

– Uredbo Komisije (ES) št. 859/2008 z dne 20. avgusta 2008 o spremembi Uredbe Sveta (EGS) št. 3922/91 glede skupnih tehničnih predpisov in upravnih postopkov, ki se uporabljajo za komercialni prevoz z letali;

Veljavne določbe: člani 1 do 10, 12 do 13, razen člana 4(1) in drugega stavka člana 8(2), priloge I do III. Za uporabo člana 12 se "države članice" razumejo kot "države članice Evropske unije".

Št. 216/2008

Uredba (ES) št. 216/2008 Evropskega parlamenta in Sveta z dne 20. februarja 2008 o skupnih predpisih na področju civilnega letalstva in ustanovitvi Evropske agencije za varnost v letalstvu in razveljavitvi Direktive Sveta 91/670/EGS, Uredbe (ES) št. 1592/2002 in Direktive 2004/36/ES

Veljavne določbe: člani 1 do 68, razen člena 65, drugi pododstavek člena 69(1), člen 69(4), priloge I do VI

Št. 94/56

Direktiva Sveta 94/56/ES z dne 21. novembra 1994 o določitvi temeljnih načel za vodenje preiskav nesreč in incidentov v civilnem letalstvu

Veljavne določbe: člani 1 do 12

Št. 2003/42

Direktiva 2003/42/ES Evropskega parlamenta in Sveta z dne 13. junija 2003 o poročanju o dogodkih v civilnem letalstvu

Veljavne določbe: člani 1 do 11, prilogi I in II

Št. 1702/2003

Uredba Komisije (ES) št. 1702/2003 z dne 24. septembra 2003 o določitvi izvedbenih določb za certificiranje zrakoplovov in sorodnih proizvodov, delov in naprav glede plovnosti in okoljske ustreznosti ter potrjevanje projektivnih in proizvodnih organizacij, kakor je bila spremenjena z:

- Uredbo Komisije (ES) št. 381/2005 z dne 7. marca 2005, ki spreminja Uredbo (ES) št. 1702/2003
- Uredbo Komisije (ES) št. 706/2006 z dne 8. maja 2006, ki spreminja Uredbo (ES) št. 1702/2003 v zvezi z obdobjem med katerim lahko države članice izdajajo potrdila z omejeno veljavnostjo
- Uredbo Komisije (ES) št. 335/2007 z dne 28. marca 2007 o spremembi Uredbe (ES) št. 1702/2003 o določitvi izvedbenih določb za certificiranje zrakoplovov in sorodnih proizvodov, delov in naprav glede plovnosti in okoljske ustreznosti
- Uredbo Komisije (ES) št. 375/2007 z dne 30. marca 2007 o spremembi Uredbe (ES) št. 1702/2003 o določitvi izvedbenih določb za certificiranje zrakoplovov in sorodnih proizvodov, delov in naprav glede plovnosti in okoljske ustreznosti ter potrjevanje projektivnih in proizvodnih organizacij
- Uredbo Komisije (ES) št. 287/2008 z dne 28. marca 2008 o podaljšanju obdobja veljavnosti iz člena 2c(3) Uredbe (ES) št. 1702/2003

- Uredbo Komisije (ES) št. 1057/2008 z dne 27. oktobra 2008 o spremembi Dodatka II Priloge k Uredbi (ES) št. 1702/2003 o certifikatu pregleda plovnosti (obrazec EASA 15a)

Veljavne določbe: členi 1 do 4, Priloga. Prehodna obdobja iz te uredbe določi Skupni odbor.

Št. 2042/2003

Uredba Komisije (ES) št. 2042/2003 z dne 20. novembra 2003 o stalni plovnosti zrakoplovov in letalskih proizvodov, delov in naprav ter o potrjevanju organizacij in osebja, ki se ukvarjajo s temi nalogami

Veljavne določbe: členi 1 do 6, priloge I do IV

Kakor je bila spremenjena z:

- Uredbo Komisije (ES) št. 707/2006 z dne 8. maja 2006 ki spreminja Uredbo (ES) št. 2042/2003 glede odobritev z omejenim trajanjem in Prilog I in III
- Uredba Komisije (ES) št. 376/2007 z dne 30. marca 2007 o stalni plovnosti zrakoplovov in letalskih proizvodov, delov in naprav ter o potrjevanju organizacij in osebja, ki se ukvarjajo s temi nalogami

Uredba Komisije (ES) št. 1056/2008 z dne 27. oktobra 2008 o stalni plovnosti zrakoplovov in letalskih proizvodov, delov in naprav ter o potrjevanju organizacij in osebja, ki se ukvarjajo s temi nalogami

Veljavne določbe: člani 1 do 6, priloge I do IV

## B. VAROVANJE V LETALSTVU

Št. 300/2008

Uredba (ES) št. 300/2008 Evropskega parlamenta in Sveta z dne 11. marca 2008 o skupnih pravilih na področju varovanja civilnega letalstva in o razveljavitvi Uredbe (ES) št. 2320/2002

Veljavne določbe: člani 1 do 18, člen 21, člen 24(2) in (3), Priloga

Št. 820/2008

Uredba Komisije (ES) št. 820/2008 z dne 8. avgusta 2008 o določitvi ukrepov za izvajanje skupnih osnovnih standardov za varnost letalstva

Veljavne določbe: člani 1 do 6, Priloga, Dodatek 1

Št. 1217/2003

Uredba Komisije (ES) št. 1217/2003 z dne 4. julija 2003 o določitvi skupnih zahtev za nacionalne programe obvladovanja kakovosti na področju varnosti civilnega letalstva

Veljavne določbe: členi 1 do 11, prilogi I in II

Št. 1486/2003

Uredba Komisije (ES) št. 1486/2003 z dne 22. avgusta 2003 o določitvi postopkov za izvajanje inšpekcijskih pregledov Komisije na področju varnosti civilnega letalstva

Veljavne določbe: členi 1 do 16

Št. 1138/2004

Uredba Komisije (ES) št. 1138/2004 z dne 21. junija 2004 o uvedbi skupne opredelitve kritičnih delov varnostnih območij omejenega gibanja na letališčih

Veljavne določbe: členi 1 do 8



## C. UPRAVLJANJE ZRAČNEGA PROMETA

Št. 549/2004

Uredba (ES) št. 549/2004 Evropskega parlamenta in Sveta z dne 10. marca 2004 o določitvi okvira za oblikovanje enotnega evropskega neba (okvirna uredba)

Veljavne določbe: člani 1 do 4, 6 in 9 do 14

Št. 550/2004

Uredba (ES) št. 550/2004 Evropskega parlamenta in Sveta z dne 10. marca 2004 o izvajanju navigacijskih služb zračnega prometa na enotnem evropskem nebu (uredba o izvajanju služb)

Veljavne določbe: člani 1 do 19

Št. 551/2004

Uredba (ES) št. 551/2004 Evropskega parlamenta in Sveta z dne 10. marca 2004 o organiziranosti in uporabi zračnega prostora na enotnem evropskem nebu (uredba o zračnem prostoru)

Veljavne določbe: člani 1 do 11

Št. 552/2004

Uredba (ES) št. 552/2004 Evropskega parlamenta in Sveta z dne 10. marca 2004 o interoperabilnosti evropske mreže za upravljanje zračnega prometa (uredba o interoperabilnosti)

Veljavne določbe: členi 1 do 12

Št. 2096/2005

Uredba Komisije (ES) št. 2096/2005 z dne 20. decembra 2005 o skupnih zahtevah za izvajanje navigacijskih služb zračnega prometa, kakor je bila spremenjena z:

– Uredbo Komisije (ES) št. 1315/2007 z dne 8. novembra 2007 o varnostnem nadzoru pri upravljanju zračnega prometa in spremembi Uredbe (ES) št. 2096/2005

– Veljavne določbe: členi 1 do 9, priloge I do V

– Uredbo Komisije (ES) št. 482/2008 z dne 30. maja 2008 o vzpostavitvi sistema za zagotavljanje varnosti programske opreme, ki ga morajo uvesti izvajalci navigacijskih služb zračnega prometa, in spremembi Priloge II k Uredbi (ES) št. 2096/2005

Veljavne določbe: členi 1 do 5, prilogi I in II

Št. 2150/2005

Uredba Komisije (ES) št. 2150/2005 z dne 23. decembra 2005 o določitvi skupnih pravil za prilagodljivo uporabo zračnega prostora

Veljavne določbe: členi 1 do 9, Priloga

Št. 1794/2006

Uredba Komisije (ES) št. 1794/2006 z dne 6. decembra 2006 o določitvi skupne ureditve pristojbin za navigacijske službe zračnega prometa

Veljavne določbe: členi 1 do 17, člena 18 in 19, priloge I do VI

#### D. OKOLJE

Št. 2006/93

Direktiva 2006/93/ES Evropskega parlamenta in Sveta z dne 12. decembra 2006 o reguliranju uporabe letal, ki jo ureja del II poglavja 3 zvezka 1 Priloge 16 h Konvenciji o mednarodnem civilnem letalstvu, druga izdaja

Veljavne določbe: členi 1 do 6 ter prilogi I in II

Št. 2002/30

Direktiva Evropskega parlamenta in Sveta 2002/30/ES z dne 26. marca 2002 o oblikovanju pravil in postopkov glede uvedbe s hrupom povezanih omejitev obratovanja na letališčih Skupnosti

Veljavne določbe: člani 1 do 15, prilogi I in II

Št. 2002/49

Direktiva 2002/49/ES Evropskega parlamenta in Sveta z dne 25. junija 2002 o ocenjevanju in upravljanju okoljskega hrupa

Veljavne določbe: člani 1 do 16, priloge I do IV

#### E. VARSTVO POTROŠNIKOV

Št. 90/314

Direktiva Sveta 90/314/EGS z dne 13. junija 1990 o paketnem potovanju, organiziranih počitnicah in izletih

Veljavne določbe: člani 1 do 10

Št. 93/13

Direktiva Sveta 93/13/EGS z dne 5. aprila 1993 o nedovoljenih pogojih v potrošniških pogodbah

Veljavne določbe: člani 1 do 10 in Priloga

Št. 95/46

Direktiva Evropskega parlamenta in Sveta 95/46/ES z dne 24. oktobra 1995 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov

Veljavne določbe: člani 1 do 34

Št. 2027/97

Uredba Sveta (ES) št. 2027/97 z dne 9. oktobra 1997 o odgovornosti letalskih prevoznikov v primeru nesreč,

kakor je bila spremenjena z:

– Uredbo (ES) št. 889/2002 Evropskega parlamenta in Sveta z dne 13. maja 2002 o spremembi Uredbe Sveta (ES) št. 2027/97

Veljavne določbe: člani 1 do 8

Št. 261/2004

Uredba (ES) št. 261/2004 Evropskega parlamenta in Sveta z dne 11. februarja 2004 o določitvi skupnih pravil glede odškodnine in pomoči potnikom v primerih zavrnitve vkrcanja, odpovedi ali velike zamude letov ter o razveljavitvi Uredbe (EGS) št. 295/91

Veljavne določbe: člani 1 do 17

Št. 1107/2006

Uredba (ES) št. 1107/2006 Evropskega parlamenta in Sveta z dne 5. julija 2006 o pravicah invalidnih oseb in oseb z omejeno mobilnostjo v zračnem prevozu

Veljavne določbe: člani 1 do 17, prilogi I in II

#### F. RAČUNALNIŠKI SISTEMI REZERVACIJ

Št. 80/2009

Uredba (ES) št. 80/2009 Evropskega parlamenta in Sveta z dne 14. januarja 2009 o kodeksu poslovanja računalniških sistemov rezervacij in razveljavitvi Uredbe Sveta (EGS) št. 2299/89

## G. SOCIALNI VIDIKI

Št. 1989/391

Direktiva Sveta 89/391/EGS z dne 12. junija 1989 o uvajanju ukrepov za spodbujanje izboljšav varnosti in zdravja delavcev pri delu

Veljavne določbe: člani 1 do 16 ter člana 18 in 19

Št. 2003/88

Direktiva 2003/88/ES Evropskega parlamenta in Sveta z dne 4. novembra 2003 o določenih vidikih organizacije delovnega časa

Veljavne določbe: člani 1 do 19, 21 do 24 in 26 do 29

Št. 2000/79

Direktiva Sveta 2000/79/ES z dne 27. novembra 2000 o Evropskem sporazumu o razporejanju delovnega časa mobilnih delavcev v civilnem letalstvu, ki so ga sklenili AEA (Združenje evropskih letalskih prevoznikov), ETF (Evropska federacija delavcev v prometu), ECA (Evropsko združenje pilotov), ERA (Evropsko združenje regionalnih letalskih prevoznikov) in IACA (Mednarodno združenje letalskih prevoznikov)

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## **PRILOGA IV**

### Seznam drugih držav iz členov 3 in 4 ter Priloge I

1. Republika Islandija (v skladu s Sporazumom o Evropskem gospodarskem prostoru);
  2. Kneževina Lihtenštajn (v skladu s Sporazumom o Evropskem gospodarskem prostoru);
  3. Kraljevina Norveška (v skladu s Sporazumom o Evropskem gospodarskem prostoru);
  4. Švicarska konfederacija (v skladu Sporazumom med Evropsko skupnostjo in Švicarsko konfederacijo).
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EURO-MEDITERRANEAN AVIATION AGREEMENT  
BETWEEN THE EUROPEAN UNION  
AND ITS MEMBER STATES, OF THE ONE PART,  
AND THE HASHEMITE KINGDOM OF JORDAN, OF THE OTHER PART

THE KINGDOM OF BELGIUM,

THE REPUBLIC OF BULGARIA

THE CZECH REPUBLIC,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE REPUBLIC OF ESTONIA,

IRELAND,

THE HELLENIC REPUBLIC,

THE KINGDOM OF SPAIN,

THE FRENCH REPUBLIC,

THE ITALIAN REPUBLIC,

THE REPUBLIC OF CYPRUS,

THE REPUBLIC OF LATVIA,

THE REPUBLIC OF LITHUANIA,

THE GRAND DUCHY OF LUXEMBOURG,

THE REPUBLIC OF HUNGARY,

MALTA,

THE KINGDOM OF THE NETHERLANDS,

THE REPUBLIC OF AUSTRIA,

THE REPUBLIC OF POLAND,

THE PORTUGUESE REPUBLIC,

ROMANIA,

THE REPUBLIC OF SLOVENIA,

THE SLOVAK REPUBLIC,

THE REPUBLIC OF FINLAND,

THE KINGDOM OF SWEDEN,

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

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

THE EUROPEAN UNION,

of the one part, and

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

of the other part,

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

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

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

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

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

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

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

NOTING the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

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

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

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

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

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

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

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

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

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

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

HAVE AGREED AS FOLLOWS:

## ARTICLE 1

### Definitions

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

- 1) "Agreed services" and "Specified routes" mean international air transport pursuant to Article 2 (Traffic rights) of, and Annex I to, this Agreement;
- 2) "Agreement" means this Agreement, its Annexes, and any amendments thereto;
- 3) "Air transport" means the carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, held out to the public for remuneration or hire, which, for the avoidance of doubt, shall include scheduled and non-scheduled (charter) air transport, and full cargo services;
- 4) "Association Agreement" means the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, of the one part, and the Hashemite Kingdom of Jordan, of the other part, done at Brussels on 24 November 1997;
- 5) "Citizenship" means whether an air carrier satisfies requirements regarding such issues as its ownership, effective control, and principal place of business;
- 6) "Competent Authorities" means the government agencies or entities responsible for the administrative functions under this Agreement;

- 7) "Contracting Parties" shall mean, on the one hand, the European Union or its Member States, or the European Union and its Member States, in accordance with their respective powers, and, on the other hand, Jordan;
- 8) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes:
  - (a) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Jordan and the Member State or Member States of the European Union, and
  - (b) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Jordan and the Member State or Member States of the European Union as is relevant to the issue in question;
- 9) "Fitness" means whether an air carrier is fit to operate international air services, that is to say, whether it has satisfactory financial capability and adequate managerial expertise and is disposed to comply with the laws, regulations, and requirements which govern the operation of such services;
- 10) "ECAA Country" means any country party to the multilateral Agreement establishing European Common Aviation Area (Member States of the European Union, the Republic of Albania, Bosnia and Herzegovina, the Republic of Croatia, the former Yugoslav Republic of Macedonia, the Republic of Iceland, the Republic of Montenegro, the Kingdom of Norway, the Republic of Serbia and Kosovo under UN Security Council Resolution 1244);



- 11) "Euromed Country" means any Mediterranean country involved in the European Neighbourhood Policy (which are Morocco, Algeria, Tunisia, Libya, Egypt, Lebanon, Jordan, Israel, the Palestinian territory, Syria and Turkey);
- 12) "Fifth freedom right" means the right or privilege granted by one state (the "Granting State") to the air carriers of another state ("the Recipient State"), to provide international air transport services between the territory of the Granting State and the territory of a third state, subject to the condition that such services originate or terminate in the territory of the Recipient State;
- 13) "International air transport" means air transport that passes through the airspace over the territory of at least two States;
- 14) "National" means any person or entity having Jordan nationality for the Jordan Party, or the nationality of a Member State for the European Party, insofar as, in the case of a legal entity, it is at all times under the effective control, be it directly or by majority participation, of persons or entities having Jordan nationality for the Jordan Party, or persons or entities having the nationality of a Member State or one of the third countries identified in Annex IV for the European Party;
- 15) "Operating Licences" means, in the case of the European Union and its Member States operating licences and any other relevant documents or certificates given under (EC) Regulation 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community and any successor instrument and, in the case of Jordan licences/certificates/permits or exemptions given under JCAR Part 119.

16) "Price" means:

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

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

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

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

- 19) "SESAR" means the technical implementation of the Single European Sky which provides a coordinated, synchronised research, development and deployment of the new generations of air traffic management systems;
- 20) "Subsidy" means any financial contribution granted by the authorities or a regional organisation or another public organisation, i.e. when:
- (a) a practice of a government or regional body or other public organisation involves a direct transfer of funds such as grants, loans or equity infusion, potential direct transfer of funds to the company, the assumption of liabilities of the company such as loan guarantees, capital injections, ownership, protection against bankruptcy or insurance;
  - (b) revenue of a government or regional body or other public organisation that is otherwise due is foregone or not collected;
  - (c) a government or regional body or other public organisation provides goods or services other than general infrastructure, or purchases goods or services;  
or
  - (d) a government or regional body or other public organisation makes payments to a funding mechanism or entrusts or directs a private body to carry out one or more of the type of functions illustrated under (a), (b) and (c) which would normally be vested in the government and, in practice, in no real sense differs from practices normally followed by governments;

and where a benefit is thereby conferred.

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

## TITLE I

### Economic Provisions

## ARTICLE 2

### Traffic Rights

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

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

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

### ARTICLE 3

#### Authorisation

1. On receipt of applications for operating authorisation from an air carrier of one of the Contracting Parties, the competent authorities shall grant appropriate authorisations with minimum procedural delay, provided that:
  - (a) for an air carrier of Jordan:
    - the air carrier has its principal place of business in Jordan and has received its operating licence in accordance with the law of the Hashemite Kingdom of Jordan;

- effective regulatory control of the air carrier is exercised and maintained by the Hashemite Kingdom of Jordan; and
- the air carrier is owned, directly or by majority participation, and effectively controlled by Jordan and/or its nationals.

(b) for an air carrier of the European Union:

- the air carrier has its principal place of business in the territory of a Member State under the Treaty on the Functioning of the European Union, and has received its operating licence; and
- effective regulatory control of the air carrier is exercised and maintained by the Member State responsible for issuing its Air Operators Certificate and the relevant Aeronautical Authority is clearly identified;
- the air carrier is owned, directly or by majority participation, by Member States and/or by nationals of the Member States, or by other States listed in Annex IV, and/or of the nationals of these other States;

(c) the air carrier meets the conditions prescribed under the laws and regulations normally applied by the authority competent for the operation of international air transport; and

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

## ARTICLE 4

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

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

(a) for an air carrier of Jordan:

- the air carrier does not have its principal place of business in Jordan or has not received its operating licence in accordance with the applicable law of Jordan;
- effective regulatory control of the air carrier is not exercised and maintained by Jordan;

or

- the air carrier is not owned and effectively controlled, directly or by majority participation, by Jordan and/or nationals of Jordan;

(b) for an air carrier of the European Union:

- the air carrier does not have its principal place of business or, if any, its registered office in the territory of a Member State under the Treaty on the Functioning of the European Union, or has not received its operating licence in accordance with Union law;



- effective regulatory control of the air carrier is not exercised and maintained by the Member State responsible for issuing its Air Operators Certificate or the competent aeronautical authority is not clearly identified; or
  - the air carrier is not owned and effectively controlled, directly or by majority participation, by Member States and/or nationals of Member States, or by the other States listed in Annex IV, and/or nationals of these other States;
- (c) the air carrier has failed to comply with the laws and regulations referred to in Article 6 (Compliance with Laws and Regulations) of this Agreement; or
- (d) the provisions set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) of this Agreement are not being maintained or administered.

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

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

#### ARTICLE 4 bis

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

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

2. If, after receipt of an application for authorisation from an air carrier, or after the grant of such authorisation, the competent authorities of the receiving Contracting Party have a specific reason based on a reasonable doubt for concern that, despite the determination made by the competent authorities of the other Contracting Party, the conditions prescribed in Article 3 (Authorisation) of this Agreement for the grant of appropriate authorisations or permissions have not been met, then they shall promptly advise those authorities, giving substantive reasons for their concern. In that event, either Contracting Party may seek consultations, which may include representatives of the competent authorities of both Contracting Parties, and/or additional information relevant to this concern, and such requests shall be met as soon as practicable. If the matter remains unresolved, either Contracting Party may bring the matter to the Joint Committee set up under Article 21 (The Joint Committee) of this Agreement.

3. The present Article does not cover recognition of determinations in relation to:

- Safety certificates or licences;
- Security arrangements; or
- Insurance coverage.

## ARTICLE 5

### Investment

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

## ARTICLE 6

### Compliance with laws and regulations

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

## ARTICLE 7

### Competitive environment

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

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

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

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

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

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

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

## ARTICLE 8

### Commercial Opportunities

#### Air carrier Representatives

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

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

#### Ground-Handling

3.(a) Without prejudice to point (b) below, each air carrier shall have in relation to ground-handling in the Territory of the other Contracting Party:

- (i) the right to perform its own ground-handling ("self-handling") or, at its option,
- (ii) the right to select among competing suppliers that provide ground-handling services in whole or in part where such suppliers are allowed market access on the basis of the laws and regulations of each Contracting Party, and where such suppliers are present in the market.



- (b) For the following categories of ground-handling services i.e. baggage handling, ramp handling, fuel and oil handling, freight and mail handling as regards the physical handling of freight and mail between the air terminal and the aircraft, the rights under point (a) (i) and (ii) shall be subject only to physical or operational constraints according to the laws and regulations applicable in the Territory of the other Contracting Party. Where such constraints preclude self-handling and where there is no effective competition between suppliers that provide ground-handling services, all such services shall be available on an equal and non discriminatory basis to all air carriers; prices of such services shall not exceed their full cost including a reasonable return on assets, after depreciation.

#### Sales, Local Expenses, and Transfer of Funds

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

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

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

#### Cooperative arrangements

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

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

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

- 8.(a) In relation to the transport of passengers, surface transportation providers shall not be subject to laws and regulations governing air transport on the sole basis that such surface transportation is held out by an air carrier under its own name. Surface transportation providers have the discretion to decide whether to enter into cooperative arrangements. In deciding on any particular arrangement, surface transportation providers may consider, among other things, consumer interests and technical, economic, space, and capacity constraints.
- (b) Moreover, and notwithstanding any other provision of this Agreement, air carriers and indirect providers of cargo transportation of the Contracting Parties shall be permitted, without restriction, to employ in connection with international air transport any surface transportation for cargo to or from any points in the territories of Jordan and the European Union, or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right[s] to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Air carriers may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other air carriers and indirect providers of cargo air transport. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

## Leasing

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

## Franchising and Branding

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

## Allocation of slots at airports

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

## ARTICLE 9

### Customs duties and charges

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

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

- (a) aircraft stores introduced into or supplied in the territory of a Contracting Party and taken on board, within reasonable limits, for use on outbound aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory;
- (b) ground equipment and spare parts (including engines) introduced into the territory of a Contracting Party for the servicing, maintenance, or repair of aircraft of an air carrier of the other Contracting Party used in international air transport;
- (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these supplies are to be used on a part of the journey performed over the said territory;
- (d) printed matter, as provided for by the customs legislation of each Contracting Party, introduced into or supplied in the territory of one Contracting Party and taken on board for use on outbound aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory; and
- (e) safety and security equipment for use at airports or cargo terminals.

3. Notwithstanding any other provision to the contrary, nothing in this Agreement shall prevent a Contracting Party from imposing taxes, levies, duties, fees or charges on fuel supplied in its territory on a non-discriminatory basis for use in an aircraft of an air carrier that operates between two points in its territory.

4. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

5. The exemptions provided by this Article shall also be available where the air carriers of one Contracting Party have contracted with another air carrier, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the Territory of the other Contracting Party of the items specified in paragraphs 1 and 2.

6. Nothing in this Agreement shall prevent either Contracting Party from imposing taxes, levies, duties, fees or charges on goods sold other than for consumption on board to passengers during a sector of an air service between two points within its territory at which embarkation or disembarkation is permitted.

7. The stipulations of the present Agreement shall not affect the field of VAT, with the exception of turnover tax on imports. The provisions of the respective conventions in force between a Member State and Jordan for the avoidance of double taxation on income and on capital remain unaffected by this Agreement.

## ARTICLE 10

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

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

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



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

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

## ARTICLE 11

### Pricing

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

2. The Contracting Parties shall not require prices to be filed.
3. Discussions between competent authorities may be held to discuss matters such as, but not limited to prices which may be unjust, unreasonable or discriminatory.

## ARTICLE 12

### Statistics

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

## TITLE II

### REGULATORY COOPERATION

#### ARTICLE 13

##### *Aviation safety*

1. The Contracting Parties shall ensure that their legislation delivers, at a minimum, the standards specified in Part A of Annex III, under the conditions set out hereafter.
2. The Contracting Parties shall ensure that aircraft registered in one Contracting Party suspected of non-compliance with international aviation safety standards established pursuant to the Convention landing at airports open to international air traffic in the territory of the other Contracting Party shall be subject to ramp inspections by the competent authorities of that other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment.
3. Either Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party.

4. Either competent authorities of a Contracting Party may take all appropriate and immediate measures whenever they ascertain that an aircraft, a product or an operation may:

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

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

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

## ARTICLE 14

### Aviation Security

1. The Contracting Parties shall ensure that their legislation delivers, at a minimum, the standards specified in Part B of Annex III to this Agreement, under the conditions set out hereafter.
2. The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm their obligations to each other to provide for the security of civil aviation against acts of unlawful interference, and in particular their obligations under the Chicago Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and the Convention on the marking of plastic explosives for purpose of detection signed at Montreal on 1 March 1991, insofar as both Contracting Parties are parties to these conventions, as well as all other conventions and protocols relating to civil aviation security of which both Contracting Parties are parties.

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

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

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

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

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

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

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

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

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

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

## ARTICLE 15

### Air traffic management

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



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

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

- (a) Jordan shall take the necessary measures to adjust their air traffic management institutional structures to the Single European Sky, in particular by establishing pertinent national supervisory bodies at least functionally independent of air navigation service providers; and
- (b) The European Union shall associate Jordan with relevant operational initiatives in the fields of air navigation services, airspace and interoperability that stem from the Single European Sky, in particular through the early involvement of Jordan's efforts to establish functional airspace blocks, or through appropriate coordination on SESAR.

## ARTICLE 16

### Environment

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

## ARTICLE 17

### Consumer protection

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

## ARTICLE 18

### Computer reservation systems

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

## ARTICLE 19

### Social aspects

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

## TITLE III

### INSTITUTIONAL PROVISIONS

#### ARTICLE 20

##### Interpretation and enforcement

1. The Contracting Parties shall take all appropriate measures, whether general or particular, to ensure fulfilment of the obligations arising out of this Agreement and shall refrain from any measures which would jeopardise attainment of the objectives of this Agreement.
2. Each Contracting Party shall be responsible, in its own territory, for the proper enforcement of this Agreement and in particular the legislation that delivers the standards specified in Annex III to this Agreement.
3. Each Contracting Party shall give the other Contracting Party all necessary information and assistance in the case of investigations on possible infringements which that other Contracting Party carries out under its respective competences as provided in this Agreement.

4. Whenever the Contracting Parties act under the powers granted to them by this Agreement on matters which are of interest to the other Contracting Party and which concern the authorities or undertakings of the other Contracting Party, the competent authorities of the other Contracting Party shall be fully informed and given the opportunity to comment before a final decision is taken.

## ARTICLE 21

### The Joint Committee

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

2. The decisions of the Joint Committee shall be adopted by consensus and shall be binding upon the Contracting Parties. They will be put into effect by the Contracting Parties in accordance with their own rules.

3. The Joint Committee shall adopt, by a decision, its rules of procedure.

4. The Joint Committee shall meet as and when necessary. Either Contracting Party may request the convening of a meeting.

5. A Contracting Party may also request a meeting of the Joint Committee to seek to resolve any question relating to the interpretation or application of this Agreement. Such a meeting shall begin at the earliest possible date, but not later than two months from the date of receipt of the request, unless otherwise agreed by the Contracting Parties.

6. For the purpose of the proper implementation of this Agreement, the Contracting Parties shall exchange information and, at the request of either Contracting Party, shall hold consultations within the Joint Committee.

7. If, in the view of one of the Contracting Parties, a decision of the Joint Committee is not properly implemented by the other Contracting Party, the former may request that the issue be discussed by the Joint Committee. If the Joint Committee cannot solve the issue within two months of its referral, the requesting Contracting Party may take appropriate safeguard measures under Article 23 (Safeguard Measures) of this Agreement.

8. The decisions of the Joint Committee shall state the date of its implementation in the Contracting Parties and any other information likely to concern economic operators.

9. Without prejudice to paragraph 2, if the Joint Committee does not take a decision on an issue which has been referred to it within six months of the date of referral, the Contracting Parties may take appropriate temporary safeguard measures under Article 23 (Safeguard Measures) of this Agreement.

10. The Joint Committee shall examine questions relating to bilateral investments of majority participation, or changes in the effective control of air carriers of the Contracting Parties.

11. The Joint Committee shall also develop cooperation by:

- (a) fostering expert-level exchanges on new legislative or regulatory initiatives and developments, including in the fields of security, safety, the environment, aviation infrastructure (including slots), competitive environment and consumer protection;
- (b) regularly examining the social effects of this Agreement as it is implemented, notably in the area of employment and developing appropriate responses to concerns found to be legitimate;
- (c) considering potential areas for the further development of this Agreement, including the recommendation of amendments to this Agreement; and
- (d) agreeing, on the basis of consensus, proposals, approaches or documents of a procedural nature directly related to the functioning of this Agreement

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

## ARTICLE 22

### Dispute Resolution and Arbitration

1. Either Contracting Party may request the Association Council established under the Association Agreement to examine any dispute relating to the application or interpretation of this Agreement, having not been resolved in accordance with Article 21 (The Joint Committee) of this Agreement.
2. The Association Council established under the Association Agreement may settle the dispute by means of a decision.
3. The Contracting Parties shall take the necessary measures to implement the decision referred to in paragraph 2.
4. Should the Contracting Parties be unable to settle the dispute through the Joint Committee or in accordance with paragraph 2, the dispute shall, at the request of either Contracting Party, be submitted to an arbitration panel of three arbitrators in accordance with the procedure laid down hereafter:
  - (a) each Contracting Party shall appoint an arbitrator within sixty (60) days from the date of reception of the notification for the request for arbitration by the arbitration panel addressed by the other Contracting Party through diplomatic channels; the third arbitrator should be appointed by the other two arbitrators within sixty (60) additional days. If one of the Contracting Parties has not appointed an arbitrator within the agreed period, or if the third arbitrator is not appointed within the agreed period, each Contracting Party may request the President of the Council of the ICAO to appoint an arbitrator or arbitrators, whichever is applicable;



- (b) the third arbitrator appointed under the terms of paragraph a) above should be a national of a third State and shall act as a President of the arbitration panel;
- (c) the arbitration panel shall agree its rules of procedure; and
- (d) subject to the final decision of the arbitration panel, the initial expenses of the arbitration shall be shared equally by the Contracting Parties.

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

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

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

## ARTICLE 23

### Safeguard measures

1. The Contracting Parties shall take any general or specific measures required to fulfil their obligations under this Agreement. They shall see to it that the objectives set out in this Agreement are attained.
2. If either Contracting Party considers that the other Contracting Party has failed to fulfil an obligation under this Agreement, it may take appropriate measures. Safeguard measures shall be restricted with regard to their scope and duration to what is strictly necessary in order to remedy the situation or maintain the balance of this Agreement. Priority shall be given to such measures as will least disturb the functioning of this Agreement.
3. A Contracting Party which is considering taking safeguard measures shall notify the other Contracting Parties through the Joint Committee and shall provide all relevant information.
4. The Contracting Parties shall immediately enter into consultations in the Joint Committee with a view to finding a commonly acceptable solution.

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

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

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

## ARTICLE 24

### Geographic extension of the Agreement

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

## ARTICLE 25

### Relationship to other Agreements

1. The provisions of this Agreement supersede the relevant provisions of existing bilateral agreements between Jordan and the Member States. However, existing traffic rights which originate from these bilateral agreements and which are not covered under this Agreement can continue to be exercised, provided that there is no discrimination between air carriers of the European Union on the basis of nationality.
2. Notwithstanding Paragraph 1 of this Article, and subject to Article 27 (Termination), if this Agreement is terminated or ceases to be provisionally applied, the regime applicable to air services between the Contracting Parties' respective territories may be agreed by them prior to termination.
3. If the Contracting Parties become parties to a multilateral agreement, or endorse a decision adopted by ICAO or another international organisation, that addresses matters covered by this Agreement, they shall consult in the Joint Committee to determine whether this Agreement should be revised to take into account such developments.
4. This Agreement shall be without prejudice to any decision by the two Contracting Parties to implement future recommendations that may be made by the ICAO. The Contracting Parties shall not cite this Agreement, or any part of it, as the basis for opposing consideration in the ICAO of alternative policies on any matter covered by this Agreement.

## ARTICLE 26

### Amendments

1. If one of the Contracting Parties wishes to amend the provisions of this Agreement, it shall notify the Joint Committee accordingly. The amendment to this Agreement shall enter into force after completion of the respective internal procedures of each contracting party.
2. The Joint Committee may, upon the proposal of one Contracting Party and in accordance with this Article, decide to modify the Annexes to this Agreement.
3. This Agreement shall be without prejudice to the right of each Contracting Party, subject to compliance with the principle of non-discrimination to unilaterally adopt new legislation or amend its existing legislation in the field of air transport or an associated area mentioned in Annex III to this Agreement.
4. As soon as new legislation in the field of air transport or an associated area covered by Annex III that could impact the proper functioning of this Agreement is being drawn up by one of the Contracting Parties, it shall inform and consult the other Contracting Party as closely as possible. At the request of one of the Contracting Parties, a preliminary exchange of views may take place in the Joint Committee.

5. As soon as a Contracting Party has adopted new legislation or an amendment to its legislation in the field of air transport or an associated area mentioned in Annex III that could impact the proper functioning of this Agreement, it shall inform the other Contracting Party not later than thirty days after its adoption. Upon the request of any Contracting Party, the Joint Committee shall within sixty days thereafter hold an exchange of views on the implications of such new legislation or amendment for the proper functioning of this Agreement.

6. Following the exchanges of view referred to in paragraph 5 above, the Joint Committee shall:

- (a) adopt a decision revising Annex III of this Agreement so as to integrate therein, if necessary on a basis of reciprocity, the new legislation or amendment in question;
- (b) adopt a decision to the effect that the new legislation or amendment in question shall be regarded as in accordance with this Agreement; or
- (c) recommend any other measures, to be adopted within a reasonable period of time, to safeguard the proper functioning of this Agreement.

## ARTICLE 27

### Termination

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

## ARTICLE 28

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

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

## ARTICLE 29

### Entry into force

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

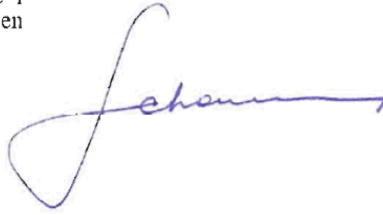


2. Notwithstanding Paragraph 1 of this Article, the Contracting Parties agree to provisionally apply this Agreement from the first day of the month following the earliest of (i) the date of the latest note of which the Parties have notified each other of the completion of the procedures necessary to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

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

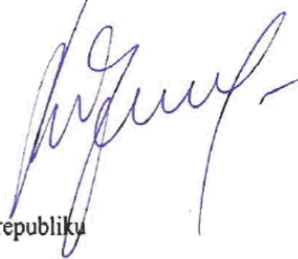
Done at Brussels on the fifteenth day of December in the year two thousand and ten, in duplicate, in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish, Swedish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

Voor het Koninkrijk België  
Pour le Royaume de Belgique  
Für das Königreich Belgien



Deze handtekening verbindt eveneens het Vlaamse Gewest, het Waalse Gewest en het Brussels Hoofdstedelijk Gewest.  
Cette signature engage également la Région wallonne, la Région flamande et la Région de Bruxelles-Capitale.  
Diese Unterschrift bindet zugleich die Wallonische Region, die Flämische Region und die Region Brüssel-Hauptstadt.

За Република България



Za Českou republiku



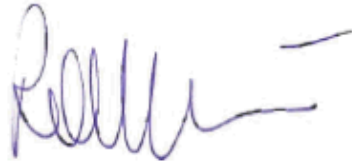
På Kongeriget Danmarks vegne



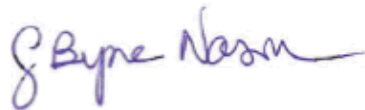
Für die Bundesrepublik Deutschland



Eesti Vabariigi nimel



Thar cheann Na hÉireann  
For Ireland



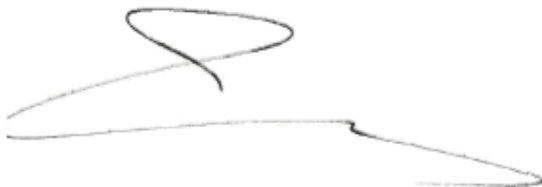
Για την Ελληνική Δημοκρατία



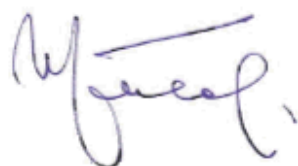
Por el Reino de España



Pour la République française



Per la Repubblica italiana



Για την Κυπριακή Δημοκρατία



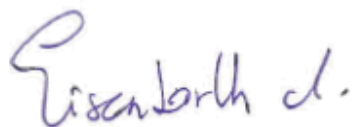
Latvijas Republikas vārdā –



Lietuvos Respublikos vardu



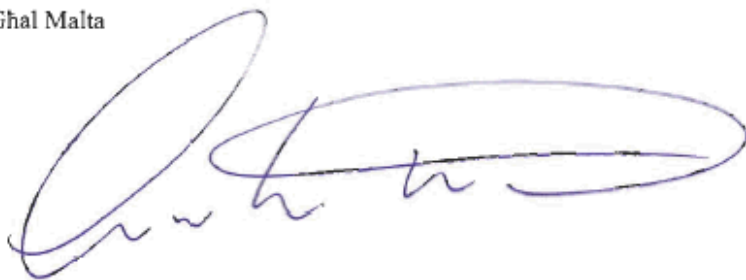
Pour le Grand-Duché de Luxembourg



A Magyar Köztársaság részéről



Għal Malta



Voor het Koninkrijk der Nederlanden



Für die Republik Österreich



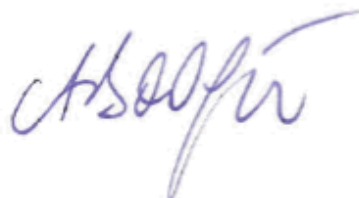
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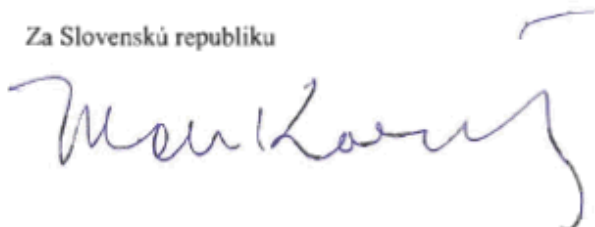
Pentru România



Za Republiko Slovenijo



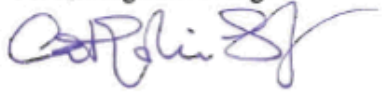
Za Slovenskú republiku



Suomen tasavallan puolesta  
För Republiken Finland



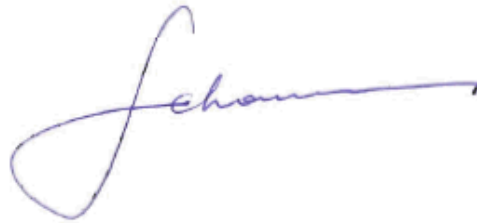
För Konungariket Sverige



For the United Kingdom of Great Britain and Northern Ireland



За Европейския съюз  
Por la Unión Europea  
Za Evropskou unii  
For Den Europæiske Union  
Für die Europäische Union  
Euroopa Liidu nimel  
Για την Ευρωπαϊκή Ένωση  
For the European Union  
Pour l'Union européenne  
Per l'Unione europea  
Eiropas Savienības vārdā –  
Europos Sąjungos vardu  
Az Európai Unió részéről  
Għall-Unjoni Ewropea  
Voor de Europese Unie  
W imieniu Unii Europejskiej  
Pela União Europeia  
Pentru Uniunea Europeană  
Za Európsku úniu  
Za Evropsko unijo  
Euroopan unionin puolesta  
För Europeiska unionen



عن المملكة الأردنية الهاشمية



## ANNEX I

### AGREED SERVICES AND SPECIFIED ROUTES

1. This Annex is subject to the transitional provisions contained in Annex II to this Agreement.
2. Each Contracting Party grants to the air carriers of the other Contracting Party the rights to provide air transport services on the routes specified hereunder:
  - (a) for air carriers of the European Union: Points in the European Union – One or more intermediate points in Euromed countries, ECAA countries, or countries listed in Annex IV - One or more points in Jordan.
  - (b) for air carriers of Jordan: Points in Jordan – One or more intermediate points in Euromed countries, ECAA countries or countries listed in Annex IV – One or more points in the European Union.
3. The services operated, according to paragraph 2 of the present Annex, shall originate or terminate in the territory of Jordan, for Jordan air carriers, and in the territory of the European Union for Community air carriers.
4. The air carriers of each Contracting Party may on any or all flights and at their option:
  - (a) operate flights in either or both directions;
  - (b) combine different flight numbers within one aircraft operation;



- (c) serve intermediate, as specified in paragraph 2 of this Annex, and points in the territories of the Contracting Parties in any combination and in any order;
  - (d) omit stops at any point or points;
  - (e) transfer traffic from any of its aircraft to any of its other aircraft at any point;
  - (f) make stopovers at any points whether within or outside the territory of either Contracting Party;
  - (g) carry transit traffic through the other Contracting Party's territory; and
  - (h) combine traffic on the same aircraft regardless of where such traffic originates.
5. Each Contracting Party shall allow each air carrier to determine the frequency and capacity of the international air transport it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the air carriers of the other Contracting Party, except for customs, technical, operational, environmental, protection of health reasons.
6. The air carriers of each Contracting Party may serve, notably but not exclusively within the framework of code share arrangements, any points located in a third country that is not included on the specified routes, provided that they do not exercise 5th freedom rights.
-

TRANSITIONAL PROVISIONS

1. The implementation and application of all the provisions of this Agreement, especially the standards specified in Annex III, except part B of that Annex, shall be verified by an evaluation under the responsibility of the European Union and shall be approved by a decision of the Joint Committee. Such an evaluation shall be conducted on the earliest of (i) the date on which Jordan notifies the Joint Committee of its fulfilment of the harmonisation process based on Annex III of this Agreement, or (ii) one year after the entry into force of this Agreement.
  
2. Notwithstanding the provisions of Annex I, the agreed services and specified routes of this Agreement, shall not include, until the moment of the adoption of the decision referred to in paragraph 1 of this Annex II, the right for the air carriers of all Contracting Parties to exercise 5<sup>th</sup> freedom rights, including for the air carriers of Jordan between points within the territory of the European Union. However, all traffic rights already granted by one of the bilateral agreements between Jordan and the Member States of the European Union can continue to be exercised insofar as there is no discrimination between air carriers of the European Union on the basis of nationality.

3. Notwithstanding paragraph 1 of this Annex, the implementation and application of the security standards specified in part B of Annex III shall be verified by an evaluation under the responsibility of the European Union and shall be approved by a decision of the Joint Committee. The confidential parts of the security legislation indicated in Part B of Annex III will be shared with Jordan only once such a decision is adopted.
  
  4. All Air Carriers of both Contracting Parties shall benefit from the right provided in Article 8 paragraph 3(a)(i) ("self-handling") at the Queen Alia International Airport on 1<sup>st</sup> January 2016 at the latest. In the meantime, all ground-handling services at that airport shall be available on an equal and non discriminatory basis to all air carriers; prices of such services shall not exceed their full cost including a reasonable return on assets, after depreciation.
-

LIST OF CIVIL AVIATION RULES

A. AVIATION SAFETY

No 3922/91

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

as amended by:

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

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

- Regulation (EC) No 1899/2006 of 12 December 2006 on the harmonisation of technical requirements and administrative procedures in the field of civil aviation;
- Regulation (EC) No 1900/2006 of the European Parliament and of the Council of 20 December 2006 amending Council Regulation (EEC) No 3922/91 on the harmonisation of technical requirements and administrative procedures in the field of civil aviation;
- Commission Regulation (EC) No 8/2008 of 11 December 2007 amending Council Regulation (EEC) No 3922/91 as regards common technical requirements and administrative procedures applicable to commercial transportation by aeroplane;
- Commission Regulation (EC) No 859/2008 of 20 August 2008 amending Council Regulation (EEC) No 3922/91 as regards common technical requirements and administrative procedures applicable to commercial transportation by aeroplane;

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

No 216/2008

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

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

No 94/56

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

Applicable provisions: Articles 1 to 12

No 2003/42

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

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

No 1702/2003

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

- Commission Regulation (EC) No 381/2005 of 7 March 2005 amending Regulation (EC) No 1702/2003
- Commission Regulation (EC) No 706/2006 of 8 May 2006 amending Regulation (EC) No 1702/2003 as regards the period during which Member States may issue approvals of a limited duration
- Commission Regulation (EC) No 335/2007 of 28 March 2007 amending Regulation (EC) No 1702/2003 as regards the implementing rules related to environmental certification of aircraft and related products, parts and appliances
- Commission Regulation (EC) No 375/2007 of 30 March 2007 amending Regulation (EC) No 1702/2003 laying down implementing rules for the airworthiness and environmental certification of aircraft and related products, parts and appliances, as well as for the certification of design and production organisations
- Commission Regulation (EC) No 287/2008 of 28 March 2008 on the extension of the period of validity of referred to in Article 2c(3) of Regulation (EC) No 1702/2003

- Commission Regulation (EC) No 1057/2008 of 27 October 2008 amending Appendix II of Annex to Regulation (EC) No 1702/2003 concerning the Airworthiness Review Certificate (EASA Form 15a)

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

No 2042/2003

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

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

As amended by:

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



- Commission Regulation (EC) No 1056/2008 of 27 October 2008 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks

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

## B. AVIATION SECURITY

No 300/2008

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

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

No 820/2008

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

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

No 1217/2003

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

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

No 1486/2003

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

Applicable provisions: Articles 1 to 16

No 1138/2004

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

Applicable provisions: Articles 1 to 8

## C. AIR TRAFFIC MANAGEMENT

No 549/2004

Regulation (EC) No 549/2004 of the European Parliament and of the Council of 10 March 2004 laying down the framework for the creation of the single European sky (the "framework Regulation")

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

No 550/2004

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

Applicable provisions: Articles 1 to 19

No 551/2004

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

Applicable provisions: Articles 1 to 11

No 552/2004

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

Applicable provisions: Articles 1 to 12

No 2096/2005

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

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

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

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

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

No 2150/2005

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

Applicable provisions: Articles 1 to 9, Annex

No 1794/2006

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

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

#### D. ENVIRONMENT

No 2006/93

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

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

No 2002/30

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

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

No 2002/49

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

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

## E. CONSUMER PROTECTION

No 90/314

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

Applicable provisions: Articles 1 to 10

No 93/13

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

Applicable provisions: Articles 1 to 10 and Annex

No 95/46

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

Applicable provisions: Articles 1 to 34

No 2027/97

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

as amended by:

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

Applicable provisions: Articles 1 to 8

No 261/2004

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

Applicable provisions: Articles 1 to 17

No 1107/2006

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

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

## F. COMPUTER RESERVATION SYSTEMS

No 80/2009

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



## G. SOCIAL ASPECTS

No 1989/391

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

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

No 2003/88

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

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

No 2000/79

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

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## ANNEX IV

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

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

Za izvajanje sporazuma skrbi ministrstvo, pristojno za infrastrukturo in prostor.

### 4. člen

Ta zakon začne veljati petnajsti dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

## OBRAZLOŽITEV

Predstavniki držav članic Evropske unije so dne 15. 12. 2010 v Bruslju podpisali Evro-sredozemski letalski sporazum med Evropsko unijo in njenimi državami članicami na eni strani ter Hašemitsko kraljevino Jordanijo na drugi strani.

Besedilo sporazuma je bilo usklajeno na pogajanjih v okviru pooblastila Sveta, podeljenega Evropski komisiji, novembra 2007.

Sporazum zagotavlja postopno vzpostavitev evro-sredozemskega zračnega prostora z Jordanijo. Na podlagi sporazuma bo z vzpostavitvijo evro-sredozemskega zračnega prostora zagotovljena uveljavitev standardov, ki jih določa zakonodaja Evropske unije na področju letalstva s strani Jordanije. Jordanija mora tako zagotoviti standarde Evropske unije na področjih, kot so varnost in varovanje civilnega letalstva ter upravljanje zračnega prometa. Sporazum, sočasno za vse letalske prevoznike Unije, oblikuje enotne pogoje za dostop na trg in vzpostavlja nove ureditve za regulativno sodelovanje med Evropsko unijo in Jordanijo na področjih, ki so bistvenega pomena za varno, zaščiteno in učinkovito opravljanje zračnega prometa.

Trenutno poteka letalski prevoz med Evropsko unijo in Jordanijo na podlagi dvostranskih sporazumov med posameznimi državami članicami in Jordanijo. Glede na to, da Republika Slovenija z Jordanijo nima sklenjenega bilateralnega sporazuma, bo sporazum omogočil opravljanje zračnega prevoza brez diskriminacije tudi letalskim prevoznikom Republike Slovenije.

Skladno s 23. členom sporazuma bo le-ta pričel veljati na dan, ko pogodbenici druga drugo obvestita, da so v tem primeru izpolnjene potrebne ustavne formalnosti.

Za izpolnitev sporazuma ni potrebno zagotoviti dodatnih finančnih sredstev iz proračuna.

Sklenitev sporazuma ne zahteva izdaje novih ali spremembe veljavnih predpisov.