AGREEMENT BETWEEN THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN AND THE GOVERNMENT OF ROMANIA ON INTERNATIONAL TRANSPORT OF PASSENGERS AND GOODS BY ROAD
AGREEMENT BETWEEN
THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN
AND
THE GOVERNMENT OF ROMANIA
ON
INTERNATIONAL TRANSPORT OF
PASSENGERS AND GOODS BY ROAD

The Government of the Hashemite Kingdom of Jordan and the Government of Romania, hereinafter referred to as the "Contracting Parties",

Desiring to contribute to the development of trade and economic relations between their States as well as the development of transport of passengers and goods by road to and from their State territories and in transit through their State territories within the framework of the market economy,

Have agreed as follows:

PART I
GENERAL PROVISIONS

ARTICLE 1
SCOPE
1. The provisions of the present Agreement apply to international road transport performed by transport operators established in the territory of the State of one of the Contracting Parties by means of vehicles registered in that territory between the territories of the States of the Contracting Parties and in transit through their territories, as well as to/from third countries.

2. The present Agreement does not affect the rights and obligations arising from the other international commitments of the two Contracting Parties including Romania’s rights and obligations arising from its membership in the European Union.

ARTICLE 2
DEFINITIONS

The terms used in this Agreement have the following meanings:

1. “Transport operator”: Any natural or legal person established in the territory of the State of one of the Contracting Parties, authorized to perform international transport of passengers or goods by road for which it is paid or on its own account in accordance with the requirements of the national legislation regulating the access to the occupation of transport operator and to the market.

2. “Vehicle”: A motor vehicle or a combination of vehicles which is registered in the State of either Contracting Party and which is used and equipped exclusively for the carriage of passengers and/or goods at the disposal of the transport operator.
3. “Transport”: The runs of a vehicle, either laden or unladen, even if the vehicle, trailer or semi-trailer is carried by train or boat for part of the journey.

4. “Cabotage”: The transport operations in the territory of the State of one of the Contracting Parties - the host State - with the loading and unloading points being located in that territory, of a transport operator established in the State territory of the other Contracting Party.

5. “Transport on own account”: Transport of passengers or goods intended solely for or stemming from its own economic activity or serving its own employees, or is performed by a non-profit organization that transports its members in accordance with its social purposes; that transport is carried out without payment provided that:
   - The transport activity is only an auxiliary activity of the enterprise or the organization;
   - The vehicles used are owned by the enterprise or the organization; they are hired or obtained by means of a long-term contract or by means of leasing; they are also operated by a driver who is part of the staff of the enterprise or the organization.

6. “Combined (Multi-Modal) transport”: The transport of goods whereby the lorry, trailer, semi-trailer, swap body or container, with or without tractor, using the road for the initial or terminal leg of the journey which is as short as possible and travel by rail, waterway or sea for the other leg.


8. “State of establishment”: The territory of the State of a Contracting Party within which the transport operator is established and the vehicle is registered.

9. “Host State”: The territory of the State of a Contracting Party in which the vehicle is operating without being registered there and without the transport operator being established there.

10. “Bus”: A vehicle which by virtue of construction and equipment is suitable and intended for the transport of more than 9 passengers including the driver and is registered in the territory of the State of one of the Contracting Parties according to the relevant national legislation.

11. “Regular passenger transport service”: A service whereby the passengers are carried over a specified route, according to a predetermined timetable and rates. Passengers are picked up or set down at predetermined stopping points.

12. “Shuttle service”: The service whereby, by means of repeated outward and return journeys, previously formed groups of passengers are carried from a single place of departure to a single place of destination by the same transport operator.

In the course of shuttle service, no passengers may be taken up or set down during the journey.

Each group, consisting of passengers who made the outward journey, is carried back to the place of departure on one of the next later journeys. Place of departure and
place of destination respectively means the place where the journey begins and the place where the journey ends.

The first return journey and the last outward journey in a series of shuttles are made unladen.

13. "Occasional service": A service falling neither within the definition of a regular passenger service nor within the definition of a shuttle service. The frequency or the number of journeys does not affect its classification as an occasional service.

14. "Control document": The passenger waybill for buses, the form which is agreed upon and confirmed by the Joint Committee referred to in Article 16.

**PART II**

**PASSENGER TRANSPORT**

**ARTICLE 3**

**REGULAR SERVICES**

1. Regular services operated by bus are subject to a system of authorizations issued by the competent authority or other relevant authority in the State of departure and destination.

2. The authorization application should be made to the competent authority or other relevant authority in the State of establishment of the transport operator. If the authority approves the application, the authorization is communicated to the competent or other relevant authority of the State of the other Contracting Party. If there is no reciprocity, an authorization for a bilateral regular service can be refused.

   The Joint Committee set up under Article 16 of the present Agreement decides on the form that the application takes the procedure agreement and the supporting documents required.

3. Authorizations are issued by joint agreement by the competent authorities of the Contracting Parties. Authorizations are valid for a maximum of five years. The decision to grant or refuse an authorization is taken within a period of three months unless there are special circumstances.

4. Changes in operating conditions and the cancellation of the service are decided under the procedure set out in paragraphs 2 and 3 of this Article. If there is no longer any demand for the service, the transport operator can cancel it giving four week-notice to the competent authorities or other relevant authorities, who issued the authorizations, and to customers.
ARTICLE 4
SHUTTLE SERVICES

1. The shuttle services operated by bus are subject to a system of authorizations issued by the competent or other relevant authority in the State of departure, arrival and transit.

2. The authorization application should be made to the competent authority or other relevant authority in the State of establishment of the transport operator.

3. The Joint Committee set up under Article 1 decides on the form and the content of the authorization application, the procedure and the terms of issuing of the authorization as well as the supporting documents required.

4. The Joint Committee may establish more liberal regime for the shuttle service.

ARTICLE 5
OCCASIONAL SERVICES

1. The occasional services operated by bus are subject to a system of authorizations issued by the competent authority or other relevant authority in the State of departure, arrival and transit.

2. As an exception to paragraph 1 of this Article the services listed below are exempted from any authorization system on the territory of the Host State.
   2.1. Closed-door tours, whereby the same vehicle is used to carry the same group of passengers throughout the journey and to bring them back to the place of departure.
       For the implementation of the provisions of this paragraph, the Contracting Parties will agree on the final destinations in the Hashemite Kingdom of Jordan and in Romania.
   2.2. Services, of which the outward journey is laden and the return journey is unladen.
   2.3. Services, of which the outward journey is unladen and the return journey is laden provided that passengers:
       2.3.1. Constitute a group formed under a contract of carriage entered into before their arrival in the territory of the State of the Contracting Party where they are picked up and carried to the territory of the State of establishment;
       2.3.2. Have been previously brought by the same carrier into the territory of the State of the Contracting Party where they are picked up again and carried into the territory of the State of establishment;
       2.3.3. Have been invited to travel into the territory of the State of establishment, the cost of transport being borne by the person issuing the invitation.
   2.4. Services on own account.
3. The picking up of passengers on a liberalized service journey is not permitted unless special authorization is granted. The Joint Committee set up under Article 16 of the present Agreement may extend the authorization exemption to other categories of occasional services.

4. The Joint Committee set up under Article 16 of the present Agreement decides on the way of issuing the authorizations.

5. The occasional services exempted from authorization requirement and operated using buses have to be covered by a control document. The conditions of use and the content of the control document are to be agreed upon by the Joint Committee referred to in Article 16 of the present Agreement.

ARTICLE 6
COMMON PROVISIONS TO PASSENGER SERVICES
1. Transport authorizations are personal and not transferable to other transport operators.
2. The running of cabotage services is prohibited.

PART III
GOODS TRANSPORT

ARTICLE 7
PERMIT SYSTEM
1. Transport operators established in the territory of the State of one of the Contracting Parties may, under the system of bilateral permits, undertake:
   - Transport between the territories of the States of the two Contracting Parties;
   - Transit transport.

2. Transport between a point situated in the territory of the State of the other Contracting Party and a point situated in the territory of a third State is performed with a special permit issued by the competent authority of the other Contracting Party in accordance with the Joint Committee understanding.

3. Cabotage is permitted only with the special “cabotage permit” of the host State. Joint Committee will decide the form, number and conditions of this permit.

ARTICLE 8
EXEMPTION FROM PERMIT REQUIREMENTS
Permits are not required in the following cases:
1. Transport by the vehicles whose total permissible laden weight including trailer, does not exceed 7.5 tons;
2. Transport of vehicles, which are damaged or have broken down and the transport of break down repair vehicles;
3. Unladen run of a goods vehicle sent to replace a vehicle which has broken down in another State, and also the return run, after repair, of the vehicle that was broken down;
4. Transport of medical supplies and equipment needed for emergencies, more particularly in response to natural disasters and also as humanitarian aid;
5. Transport of works and objects of art for fairs and exhibitions or for non-commercial purposes;
6. Transport for non-commercial purposes of properties, accessories and animals to or from theatrical, musical, movies, sports or circus performances and those intended for radio recordings, or for movie or television productions;
7. Funeral transport;
8. Transport of mail;
9. Transport of livestock performed with special purpose-built vehicles.

The Joint Committee referred to in Article 16 of the present Agreement may add to, or remove from, the list of transport categories excepted from the permit requirements.

ARTICLE 9
PERMIT CONDITIONS

1. The competent authorities of the Contracting Parties exchange in accordance to the demand an agreed number of blank permits forms every year.

2. Permits are nominal and are not transferable to other transport operators.

3. Permit can only be used for one vehicle at a time. In the case of combination of vehicles, the motor vehicle is the determining factor in permit issue or exemption.

4. The Joint Committee referred to in Article 16 of the present Agreement determines the quota, category and agrees upon any further issues governing permit use.

PART IV
COMMON PROVISIONS

ARTICLE 10
FISCAL MATTERS

1. The fuel contained in the standard tanks of the vehicle, which are built and fixed by the manufacturer and intended to drive the vehicle and operate motor vehicles as well as lubricants and which are necessary for normal operation of the vehicle during the journey, as well as the spare parts for repair the vehicle, are admitted without the payment of the custom rights in the territory of the Host State. The
replaced or the unused spare parts shall be re-exported or destroyed under customs' supervision.

2. The transport covered by the terms of the present Agreement is subject in the Host State to the road user charges, tolls and other duties levied for the use of the road infrastructure according to its national legislation.

3. Transport by means of vehicles registered in the State territory of a Contracting Party temporarily operating in the State territory of the other Contracting Party under the terms of the present Agreement shall be admitted without payment of all taxes related to the ownership and running of the vehicles as well as taxes on transport services.

The above mentioned exemption does not refer to the taxes on fuel, the value added tax (VAT) or tax on sales on transport services and to the direct taxes foreseen by the agreement on the avoidance of the double taxation or by the fiscal laws and national regulations of the Contracting Parties, as the case may be.

ARTICLE 11
WEIGHTS AND DIMENSIONS
1. The permissible maximum weights, axle weight and dimensions of vehicles must not exceed those entered in the registration documents nor the upper limits in the Host State.

2. The use in the Host State of vehicles whose weights and dimensions exceed the upper permissible limits is permitted only with a special permit from the relevant authority of the Contracting Parties, issued in advance. This special permit does not exclude the permit foreseen in Article 7 of the present Agreement.

ARTICLE 12
VISAS
The relevant authorities of the Contracting Parties shall issue multiple visas, valid up to 90 days in a period of 6 months, to the members of the vehicle crew (not more than two persons) undertaking the international transport of passengers or goods by road in accordance with the provisions of the present Agreement and the relevant national legislation of the Contracting Parties.

ARTICLE 13
CONTROL OF DOCUMENTS
1. All vehicles undertaking international road transport shall be accompanied by documents necessary for customs clearing according to the national legislation of the Contracting Parties.

2. The drivers of the vehicles undertaking international transport in accordance with the provisions of this Agreement shall be in possession of the following documents:

2.1. A valid international driving license recognized by the two Contracting Parties
2.2. A valid vehicle registration document
2.3. A valid passport containing all necessary entry visas
2.4. Any additional documents established by the Joint Committee

ARTICLE 14
INSURANCE
Carriage of passengers, baggage and/or goods between the territories of the States of the Contracting Parties and/or in transit through their territories is performed based on obligatory third-party-liability insurance complying with the national legislation in force in each Contracting Party. This insurance shall be applied to a transport operator.

ARTICLE 15
OBLIGATIONS OF TRANSPORT OPERATORS AND VIOLATIONS
1. The transport operators of the State of one of the Contracting Parties and the crews of their vehicles, when in the territory of the State of the other Contracting Party, have to comply with the national legislation in force in that State.

2. In the event of any violation of the provisions of the present Agreement by the driver of a transport operator of one of the State of the Contracting Parties, the competent authority of the Contracting Party on whose State territory the violation occurred, without prejudice to the legal proceedings of its State, shall notify the competent authority of the other Contracting Party which will take such steps as are provided for by the national legislation of its State. In particularly serious cases, the competent authority of the Host State may temporarily prohibit access to the territory of its State pending a decision by the competent authorities in the State of establishment. The competent authorities of the Contracting Parties shall keep each other informed on decisions taken.

ARTICLE 16
JOINT COMMITTEE
1. A Joint Committee consisting of representatives of the competent authority or other relevant authorities of the Contracting Parties shall be established.

2. The duties and responsibilities of the Joint Committee are:
   2.1. To determine the annual quota and categories of the bilateral permits;
   2.2. To supervise the proper implementation of the present Agreement;
   2.3. To study and make proposals for the settlement of possible problems not settled directly between the competent authorities;
   2.4. To review all other relevant issues that fall within the scope of this Agreement and make recommendations thereof for their settlements;
   2.5. To recommend any amendment to the present Agreement and submit it to the competent authorities for approval;
   2.6. To consider any other matters, to be mutually agreed upon, relating to the present Agreement;
   2.7. To inform each other on any changes in the national legislations of the Contracting Parties which affect the application of the provisions of the present Agreement;
2.8. To implement the relevant provisions mentioned in Articles 3, 4, 5, 7 item 3 and 13 of the present Agreement.

2.9. To establish the way of performing of the transport in case of combination of vehicles.

3. The Joint Committee shall meet every two years or earlier, upon request of the competent authorities of the Contracting Parties, alternately in the Hashemite Kingdom of Jordan and in Romania. The competent authorities, through diplomatic channels, will arrange the meetings.

ARTICLE 17
OTHER ISSUES
1. The issues not regulated by the present Agreement, as well as by international agreements which the Contracting Parties have signed shall be decided according to national legislation of the Contracting Parties.

2. In case of any disputes on the interpretation or application of the provisions of the present Agreement, the Contracting Parties shall settle them by way of consultations and negotiations.

ARTICLE 18
COMPETENT AUTHORITIES
1. For the purposes of the present Agreement, the competent authorities of the Contracting Parties are:
   - For the Government of the Hashemite Kingdom of Jordan: Ministry of Transport
   - For the Government of Romania: Ministry of Transport and Infrastructure

2. In case of change of the official names of the competent authorities of the Contracting Parties, the Contracting Parties shall immediately inform each other through diplomatic channels.

PART V
FINAL PROVISIONS

ARTICLE 19
ENTRY INTO FORCE AND DURATION OF THE AGREEMENT
1. The present Agreement shall enter into force 30 days following the date of receipt of the last written notification through formal diplomatic channels certifying the completion of the internal State procedures in accordance with the national legislation of each State necessary for its entry into force.
2. The present Agreement is concluded for an indefinite period and shall remain in force unless one of the Contracting Parties notifies the other Contracting Party in writing of its intention to terminate the present Agreement. The termination of the present Agreement shall become effectively six months following the date of receipt of the diplomatic notification by which the other Contracting Party is informed on the denouncing act.

3. Any amendment to the present Agreement shall be agreed upon in writing between the Contracting Parties and shall enter into force in accordance with the procedures described in Paragraph 1 of this Article.

4. On the date of the entry into force of the present Agreement, the Agreement between the Government of the Hashemite Kingdom of Jordan and the Government of the Socialist Republic of Romania regarding international road transports of passengers and goods, signed on 19th October 1975 in Amman shall cease to be in force.

In witness thereof, the undersigned, duly authorized by their respective governments, have signed the present Agreement.

Signed at Amman on 9 January 2011 in two originals, each in Arabic, Romanian and English languages, all texts being equally authentic. In case of any divergence of interpretation of the provisions of the present Agreement the English text shall prevail.

FOR THE GOVERNMENT OF THE
HASHEMITE KINGDOM OF
JORDAN

FOR THE GOVERNMENT OF
ROMANIA