

the proposed date of their introduction; in special cases, a shorter period may be accepted by the aeronautical authorities. If within thirty (30) days from the date of submission the aeronautical authorities of one Contracting Party have not notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariff submitted to them, such tariff shall be considered to be acceptable and shall enter into force on the expiration of the forty-five (45) day period mentioned above. In the event that a shorter period for the submission of a tariff is accepted by the aeronautical authorities, they may also agree that the period for giving notice of dissatisfaction be less than thirty (30) days.

4. If a tariff cannot be established in accordance with the provisions of paragraph 2 above, or if during the period applicable in accordance with paragraph 3 above, a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by mutual agreement between themselves.

5. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of Article XVI of the present Agreement.

6.

- (a) No tariff shall enter into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph 3 of Article XVI of the present Agreement.
- (b) When tariffs have been established in accordance with the provisions of this Article, those tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article or Article XVI of the present Agreement but no longer than twelve (12) months from the date of notice of dissatisfaction given by the aeronautical authorities of one of the Contracting Parties.

## ARTICLE XII

1. The designated airline of one Contracting Party shall have the right to maintain representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff as required to perform the commercial, operational and technical duties of the designated airline.

2. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, in its discretion, through its agents. Such airline 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 of other countries.

3. Each Contracting Party undertakes to guarantee to the designated airline of the other Contracting Party free transfer, at the prevailing market rate of exchange, of the excess of receipts over expenditure realized in its territory in due proportion to the carriage of passengers, baggage, cargo and mail by the said designated airline. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.