

## ARTICLE IX

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.
2. If the Contracting Parties fail to reach a settlement by negotiation,
  - (a) they may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body; or
  - (b) if they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute for decision to any tribunal competent to decide it which may hereafter be established within the International Civil Aviation Organization (ICAO) or, if there is no such tribunal, to the Council of the said Organization.
3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.
4. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline or airlines of that Contracting Party or to the designated airline in default.

## ARTICLE X

Each Contracting Party grants to the airlines of the other Contracting Party the right of free transfer, in conformity with the OECD's Code of Liberalization of Current Invisible Operations, signed by both Contracting Parties, of funds obtained by each in the normal course of its operations. Such transfers shall be effected on the basis of the foreign exchange market rates for current payments prevailing at the time of the transfer and shall not be subject to any charges except those normally collected by banks for such transactions.

## ARTICLE XI

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification, if agreed between the Contracting Parties, shall come into effect when confirmed by an Exchange of Notes.
2. If either Contracting Party considers it desirable to make any modification to the Schedule of the present Agreement, such modification may be the subject of consultations between the aeronautical authorities of the Contracting Parties and, if agreed between the Contracting Parties, shall come into effect when confirmed by an Exchange of Notes.
3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound,