

7. (a) If under the circumstances set forth in paragraph 4 no agreement can be reached prior to the date that such tariff would otherwise become effective, or

(b) If under the circumstances set forth in paragraph 5 no agreement can be reached prior to the expiry of sixty (60) days from the date of notification:

then the Contracting Party raising the objection to the tariff may take such steps as it may consider necessary to prevent the inauguration or the continuation of the service in question at the tariff complained of, but the Contracting Party raising the objection to an existing tariff shall so notify the other Contracting Party thirty (30) days before the effective date of the action it intends to take to prevent the continuation of the service in question. The Contracting Party raising the objection shall not require the charging of a tariff higher than the lowest tariff charged by its own airline or airlines for comparable services between the same pair of points.

It is understood that the procedure provided for in paragraphs 4, 5 and this paragraph shall be applicable only in case of extreme conflict between the designated airline and the aeronautical authorities concerned. Normal cases in which approval of tariffs is withheld due to failure to comply with certain requirements on the part of the designated airline seeking the approval, or due to certain modifications in the rules which apply domestically, can always be solved directly between the designated airline and the aeronautical authorities concerned.

8. When in any case under paragraphs 4 and 5 of this Article the aeronautical authorities of the two Contracting Parties cannot agree within a period of six months upon the appropriate tariff, after consultation initiated by the complaint of one Contracting Party concerning the proposed tariff or an existing tariff of the designated airline or airlines of the other Contracting Party, upon the request of either Contracting Party, the terms of Article 14 of this Agreement shall apply.

9. Each Contracting Party undertakes to use its best efforts to ensure that any fare or rate specified in terms of the national currency of one of the Contracting Parties will be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Contracting Parties can convert and remit the revenue from their transport operations into the national currency of the other Contracting Party.

ARTICLE 12

1. Both Contracting Parties agree that, subject to the provisions of this Article, a designated airline of either Contracting Party may enter into a pooling arrangement for the operation of any of the routes specified in the Route Schedule to this Agreement.

2. "Pooling" means any arrangement made by a designated airline with any other airline or airlines of the same or different nationalities for the purpose of operating jointly any of the agreed services and to share amongst themselves the revenue and expenses thereof.

3. For the purpose of such pooling a designated airline may establish schedules, time-tables, combined or through joint fares and rates, enter into lease, with or without crew, charter and interchange of equipment arrangements.

4. Any such arrangement by the designated airline of one Contracting Party must be notified in writing to the other Contracting Party.