

ARTICLE 17

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by direct negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or, at the request of one of the Contracting Parties such dispute may be submitted for decision to a Tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two arbitrators. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In this case, the third arbitrator shall be a national of a third State and shall act as President of the Tribunal.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

4. The expenses of the Tribunal will be shared equally between the Contracting Parties.

5. If and so long as 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 this Agreement to the Contracting Party in default or to the designated airline in default.

ARTICLE 18

Either Contracting Party may at any time give notice by diplomatic note to the other Contracting Party of its decision to terminate this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation Organization. In this case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the said notice of termination is withdrawn by mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 19

The present Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 20

If a general multilateral air convention comes into force in respect of both Contracting Parties, consultations may be held between the Contracting Parties with a view to determining the extent to which the present Agreement is affected by the provisions of the multilateral convention.

ARTICLE 21

1. The provisions of this Agreement shall be applied provisionally from the date of its signature. This Agreement shall enter into force on the date of the last Note by one of the Contracting Parties to the effect that it has carried out the constitutional formalities required for its entry into force.