

(b) In the event of the Contracting Parties failing to reach a settlement by negotiation:—

(1) 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

(2) if they do not so agree or if having agreed to refer the dispute to an Arbitral Tribunal, they cannot reach an agreement as to its composition, either Contracting Party may submit the dispute for a decision to any tribunal competent to decide it which may hereafter be established within the International Civil Aviation Organization or, if there is no such tribunal, to the Council of the said organization.

(c) The Contracting Parties undertake to comply with any decision given under paragraph (b) above.

ARTICLE 9

In the event of the conclusion of any general multilateral convention concerning air transport to which both Contracting Parties adhere, this Agreement shall be amended so as to conform with the provisions of such Convention.

ARTICLE 10

Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the Agreement will terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 11

This Agreement and all contracts connected therewith shall be registered by the Government of Canada with the International Civil Aviation Organization.

ARTICLE 12

This Agreement shall come into force on the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

SIGNED in duplicate at Ottawa this 13th day of December, 1949.

For the Government of Canada:

LIONEL CHEVRIER

For the Government of Denmark:

G. B. HOLLER