

Contracting Party, of the rights referred to in Article 2 of this Agreement, or to impose whatever conditions they deem necessary on the exercise of these rights:

- (a) in the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals;
- (b) in the event of failure by such airline to comply with the laws or regulations of the Contracting Party by which these rights were granted;
- (c) in the event that this airline fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless revocation, suspension or the immediate imposition of the conditions set forth in paragraph 1 of this Article are necessary to avoid further infringements of the laws or regulations, such a right may only be exercised after consultation with the other Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultation shall begin within a period of sixty (60) days from the date on which the other Contracting Party receives the request.

ARTICLE 5

1. The laws, regulations and procedures of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws and regulations of a Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airline of the other Contracting Party and by or on behalf of its crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

ARTICLE 6

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the Annex to this Agreement provided that such certificates or licences were issued or rendered valid pursuant to and in conformity with the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline operating the agreed services on the routes specified in the Annex to this Agreement, should permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may request consultations with the aeronautical authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of Article 4; in other cases Article 17 applies.