

## **ARTICLE 22**

### **Settlement of Disputes**

1. If a dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall first endeavour to settle it by holding consultations in accordance with Article 20 (Consultations).
2. If the dispute is not resolved within sixty (60) days of the beginning of consultations pursuant to Article 20, the Contracting Parties may decide to refer the dispute for decision, including the awarding of costs by the Tribunal, to a person or body, or either Contracting Party may submit the dispute 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 Contracting Party shall nominate an arbitrator within sixty (60) days from the date of receipt by either Contracting Party of a written 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 one 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. If the President is of the same nationality as one of the Contracting Parties, the most senior vice-president who is not disqualified on that ground, shall make the appointment. In all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.
3. The Contracting Parties shall comply with any decision given under paragraph 2.
4. The expenses of the Tribunal shall be shared equally between the Contracting Parties.
5. If a Contracting Party fails to comply with a decision given under paragraph 2, 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 23**

### **Termination**

Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. The notice shall be communicated simultaneously to the International Civil Aviation Organization. This Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period. In the absence of an 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.