

regulations with respect to traffic enplaned in the territory of the first Contracting Party, unless otherwise agreed.

4. Each Contracting Party shall have the right, if the other Contracting Party promulgates regulations which alter the basic character of a specific type of service covered in an Annex, to refuse to accept the applicability of such regulations with respect to traffic enplaned in the territory of that other Contracting Party, notwithstanding the provisions of paragraphs 2 and 3 above. Such action shall normally be taken only after consultation with the other Contracting Party.

5. Either Contracting Party may submit to the other Contracting Party proposed new specific types of service for inclusion in an Annex to this Agreement. Such proposals shall normally be accompanied by explanatory statements. The other Contracting Party shall either accept the new specific types of service within sixty days of receipt, in which case they shall be incorporated into an Annex to the Agreement by an exchange of diplomatic notes, or it shall indicate a willingness to consult promptly with the first Contracting Party.

6. Each Contracting Party may adopt and apply requirements relating to licensing procedures, administrative matters, or the collection of information, such as requirements concerning tariffs, traffic data, manifests, and similar matters.

ARTICLE VIII

The volume of nonscheduled air service traffic between the territories of the two Contracting Parties enplaned by the carriers of one Contracting Party in the territory of the other Contracting Party shall be reasonably related to the volume of such traffic enplaned by carriers of the first Contracting Party in its own territory and deplaned or re-enplaned in the territory of the other Contracting Party, taking into account the nature of the respective markets. Provisions to implement this Article shall be established in the Annexes to this Agreement.

ARTICLE IX

1. Nonscheduled air service traffic between the territories of the two Contracting Parties transported by the carriers of one Contracting Party shall not cause substantial impairment of the scheduled air services of the scheduled airlines of the other Contracting Party or of the nonscheduled air services of the carriers of the other Contracting Party.

2. Unless otherwise agreed, neither Contracting Party may impose: (a) any requirement that prior approval be obtained for any individual flight or series of flights by a carrier or carriers of the other Contracting Party which has qualified before the competent aeronautical authorities of the first Contracting Party; or (b) any restrictions on such carrier or carriers with respect to capacity, frequency or type of aircraft employed on nonscheduled air services provided for by this Agreement.