

An airline or airlines designated by either of the Contracting Parties under this Programme shall have the right to operate air services for the carriage of passengers or passengers, cargo, and mail in combination and to make scheduled landings at the points permitted on the following route: Montreal (Mirabel) to and from any point or points in the United States.⁽¹⁾⁽²⁾

It is understood that the Government of the United States of America intends to initiate an experimental programme for transborder services to and from one U.S. airport to a point or points in Canada. The Contracting Parties agree to act expeditiously to work out the details of such a programme in the same spirit of cooperation that marks the initiation of this Programme to and from Mirabel Airport.

Any number of designated airlines may serve a particular city-pair. Points in third countries shall not be served on single-plane services operated under this Programme.

Airlines of both Contracting Parties shall have fair and equal opportunity to operate services under this Programme. The Contracting Parties agree to exercise their best efforts to assist airlines to obtain the necessary access to airports and airport terminal facilities. This Programme shall not impose any obligations on the Contracting Parties to upgrade or expand existing airport facilities or services, including the provision of customs and immigration services.

Liberalized pricing provisions shall apply to the carriage of passengers under this Programme. Any fare proposed by an airline designated by either Contracting Party shall be filed with the aeronautical authorities of both Contracting Parties at least fifteen days before the proposed date of introduction, unless permitted to be filed on shorter notice. Any such fare shall come into effect on the proposed date of introduction unless the aeronautical authorities of both countries, within ten days of filing, have notified one another of their dissatisfaction with the proposed fare. Should the aeronautical authorities of both Contracting Parties disapprove the fare they shall endeavour to reach agreement on the appropriate fare as soon as practicable and the previous fare in effect shall continue in effect until such agreement is reached. Should the Programme be terminated by either Contracting Party, tariffs reflecting such fares shall remain in effect through the period of their validity not to exceed one year from the date of termination of this Programme.

¹ Boston (Logan), New York (John F. Kennedy), Chicago (O'Hare), Los Angeles (International), San Francisco (International), Miami (International), and Seattle (Seattle-Tacoma) may not be served on this route; however, this shall not preclude U.S. designated carriers from serving these airports behind a U.S. point with a change of flight number at such point.

² All flights on this route shall originate or terminate at Mirabel.