

4. If the designated airlines cannot agree on any of these tariffs, or if for any other reason a tariff cannot be established in accordance with the provisions of paragraph 2 of this Article or if, during the first thirty days of the forty-five day period cited in paragraph 3 of this Article, one Contracting Party informs the other Contracting Party that it is not satisfied with tariffs established in accordance with the provisions of paragraph 2 of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of Article 17 of this Agreement.

6. Subject to the provisions of paragraph 5 of this Article no tariff shall come into force if the aeronautical authorities of either Contracting Party have given notice of their dissatisfaction.

7. Tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the same provisions.

ARTICLE 13

1. The designated airlines of each Contracting Party shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly or through its agents.

2. Each Contracting Party grants to the other Contracting Party the right of free transfer, on the basis of the foreign exchange market rates for current payments prevailing at the time of the transfer, of the excess of receipts over expenditures realized in its territory through the carriage of passengers, baggage, mail and cargo by the designated airline of the other Contracting Party. To the extent that payments between the Contracting Parties are regulated by special agreement, such agreement shall apply.

ARTICLE 14

The designated airline or airlines of one of the Contracting Parties shall have the right to maintain one or more representatives in the territory of the other Contracting Party, as well as commercial, operational and technical staff as required to operate the agreed services. Said staff may, at the discretion of the designated airline or airlines, be supplied by the airlines themselves, or by any qualified body, company or airline operating on the territory of the other Contracting Party.

ARTICLE 15

In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex.

ARTICLE 16

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement or the Annex, it may request consultations with the other Contracting Party. Such consultations, which would be between the aeronautical authorities of the Contracting Parties and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request, unless both Contracting Parties agree to an extension of this period. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.