

ARTICLE IX

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 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 or in respect of an aircraft operating the agreed services on the routes specified in the Annex, 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 in accordance with Article XIX of this Agreement 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 VI of this Agreement.

ARTICLE X

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

2. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Contracting Party.

3. Each Contracting Party shall use its best efforts to avoid at any time situations arising or continuing which unduly affect the opportunity for the designated airlines to perform air transportation under this Agreement and to compete in such transportation under conditions of fair competition.

4. Neither Contracting Party shall, in respect of air transportation performed under this Agreement by a designated airline of the other Contracting Party, without the agreement of the other Contracting Party limit or restrict, or permit any person or entity under its jurisdiction to limit or restrict that airline's traffic, capacity, frequency of service, regularity of service, aircraft type(s), aircraft configuration(s), or rights specified in this Agreement, except as may reasonably be required for customs, technical, operational or environmental reasons under the uniform conditions envisaged in Article 15 of the Convention, provided that: