

(b) if they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute for decision to any tribunal competent to decide it which may hereafter be established within the International Civil Aviation Organization (ICAO) or, if there is no such tribunal, to the Council of the said Organization.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

4. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline or airlines of that Contracting Party or to the designated airline in default.

ARTICLE IX

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification, if agreed between the Contracting Parties, shall come into effect when confirmed by an Exchange of Notes.

2. If either Contracting Party considers it desirable to make any modification to the Schedule of the present Agreement, such modification may be made by direct agreement between the aeronautical authorities of the Contracting Parties and shall come into effect when confirmed by an Exchange of Letters by the above said authorities.

3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention.

ARTICLE X

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization (ICAO). If such notice is given, the present Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fifteen days after the receipt of the notice by the International Civil Aviation Organization (ICAO).

ARTICLE XI

The present Agreement shall be registered with the International Civil Aviation Organization (ICAO).

ARTICLE XII

1. The Schedule and the Appendix attached to the present Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include references to the Schedule and the Appendix, except where otherwise expressly provided.

2. The present Agreement shall be subject to ratification and Instruments of Ratification shall be exchanged in Ottawa as soon as possible.