

the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE III

Each Contracting Party shall have the right to designate, by diplomatic note, an airline to operate air services on the routes between Canada and the Netherlands as specified in the Route Schedule, drawn up in application of this Agreement and annexed hereto, and an airline to operate air services on the routes between Canada and the Netherlands Antilles, as specified in that Route Schedule, and to substitute, in either case, another airline for the one previously designated.

ARTICLE IV

1. Following receipt of a notice of designation or of substitution pursuant to Article III, the aeronautical authorities of the other Contracting Party shall, subject to the provisions of Article V, grant with a minimum of delay to an airline so designated or substituted the appropriate authorizations to operate the air services for which the airline has been designated.

2. Upon receipt of such authorizations the airline may begin at any time to operate the air services, partly or in whole, provided that the tariffs established in accordance with the provisions of Article XII of this Agreement are in force in respect of such services.

ARTICLE V

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article IV with respect to an airline designated or an airline substituted for a designated airline by the other Contracting Party, to revoke such authorizations or impose on them conditions, temporarily or permanently:

- (a) in the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally applied by these authorities in conformity with the Convention;
- (b) in the event of failure by such airline to comply with the laws and regulations of that Contracting Party;
- (c) in the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or its nationals; and
- (d) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the other Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request.