

**No. 11947**

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**CANADA  
and  
TRINIDAD AND TOBAGO**

**Agreement on commercial scheduled air services (with annex and exchange of notes). Signed at Port of Spain on 11 August 1970**

*Authentic texts: English and French.*

*Registered by the International Civil Aviation Organization on 13 September 1972.*

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**CANADA  
et  
TRINITÉ-ET-TOBAGO**

**Accord concernant des services aériens commerciaux réguliers  
(avec annexe et échange de notes). Signé à Port of Spain le  
11 août 1970**

*Textes authentiques : anglais et français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 13 septembre 1972.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA  
AND THE GOVERNMENT OF TRINIDAD AND TOBAGO  
ON COMMERCIAL SCHEDULED AIR SERVICES

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The Government of Canada and the Government of Trinidad and Tobago hereinafter referred to as the Contracting Parties, both having ratified the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December, 1944,<sup>2</sup> and desiring to establish commercial scheduled air services between their respective territories, have agreed on the following :

*Article 1*

For the purpose of the present Agreement, unless otherwise stated, the following terms have the following meaning :

(a) "aeronautical authorities" means in the case of the Government of Canada, the Minister of Transport and the Canadian Transport Commission and in the case of Trinidad and Tobago the Minister responsible for the subject of civil aviation or in both cases any other authority or person empowered to perform the functions presently exercised by the said authorities.

(b) "Agreed services" means scheduled commercial air services for the transport of passengers, goods and mail on the specified route herein.

(c) "Agreement" means the present articles and the annex and schedule of routes attached thereto.

(d) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December, 1944.

(e) "Designated airline" means an airline designated in accordance with article 3 of this Agreement.

(f) "Tariffs" shall be deemed to include all rates, tolls, fares, and charges for transportation, and the conditions of carriage, classifications, rules, regulations, practices, and services related thereto.

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<sup>1</sup> Came into force provisionally on 11 August 1970, the date of signature, and definitively on 3 November 1971, the date laid down in an exchange of notes between the Contracting Parties that took place after the latter had obtained the required constitutional approval, in accordance with article 21.

<sup>2</sup> United Nations, *Treaty Series*, vol. 15, p. 295; for the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209, and vol. 740, p. 21.

(g) “ Territory ”, “ air services ”, “ international air services ” and “ stop for non-traffic purposes ” shall have, in the application of the present Agreement the meaning specified in articles 2 and 96 of the Convention.

#### *Article 2*

Each Contracting Party shall grant to the other Contracting Party the rights enumerated in this Agreement for the purpose of establishing and operating the agreed services.

#### *Article 3*

1. Each Contracting Party shall have the right to designate, by diplomatic note to the other Contracting Party, an airline or airlines to operate an agreed service on a route specified in this Agreement for operation by an airline of the designating Contracting Party.

2. Each Contracting Party shall have the right to withdraw, by diplomatic note to the other Contracting Party, the designation of an airline to operate an agreed service and to substitute therefore the designation of another airline.

#### *Article 4*

1. The aeronautical authorities of one Contracting Party, upon receipt of a notice of designation by the other Contracting Party shall with a minimum of delay consistent with its laws and regulations grant to the airline so designated the appropriate authorization to operate the agreed services for which that airline has been designated.

2. Upon receipt of such authorization the airline may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of article 12 of the present Agreement is in force in respect of that service.

#### *Article 5*

1. Each Contracting Party reserves the right to withhold, revoke, or impose conditions on the authorization granted to the airline designated by the other Contracting Party in accordance with article 3 of this Agreement :

(a) in the event of failure by such airline to qualify before the Aeronautical Authorities of that Contracting Party under the laws and regulations 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 it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or its nationals.

2. Unless immediate action to revoke the authorization granted to the airline designated by the other Contracting Party is essential to prevent further infringement of such laws and regulations, the right to revoke such authorization shall be exercised only after consultation with the other Contracting Party.

#### *Article 6*

1. The laws, regulations and procedures of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft shall be complied with by the airline or airlines designated by the other Contracting Party upon entrance into, departure from, and while within the said territory.

2. The laws and regulations of a Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine, shall be complied with by a designated airline of the other Contracting Party and its crews, passengers, goods and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

#### *Article 7*

The Contracting Parties recognize the possibility that differences may from time to time exist between the practices of a Contracting Party and those established under the Convention and the standards set out in the annexes thereto. It is therefore agreed that the aeronautical authorities of one Contracting Party may notify the aeronautical authorities of the other Contracting Party that a practice of the other Contracting Party or of its designated airline does not, in the opinion of the Contracting Party giving notice, constitute an acceptable means of compliance with standards established under the Convention. In that event the practice in question shall be the subject of further discussion between the aeronautical authorities. Failure to reach a satisfactory agreement in matters relating to flight safety will constitute grounds for the application of article 5.1.(a). In other cases article 17 applies.

*Article 8*

1. Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed upon all other aircraft engaged in similar international services.

2. Neither of the Contracting Parties shall give a preference to its own or any other airline over the designated airline or airlines of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways and other facilities under its control.

*Article 9*

1. The designated airlines of the Contracting Parties shall have a fair and equal opportunity to operate the agreed services covered by this Agreement.

2. The capacity provided by each designated airline shall be such as will enable that airline at a reasonable load factor to provide the agreed services taking full account of the requirements of through-airline operations.

3. Neither Contracting Party may unilaterally impose any restrictions on the designated airline or airlines of the other Contracting Party with respect to capacity, frequency or type of aircraft employed in connection with services over any of the routes specified in the schedule annexed to this Agreement. In the event that one of the Contracting Parties believes that the operation proposed or conducted by the airline of the other Contracting Party unduly affects the agreed services provided by its designated airline, it may request consultation pursuant to article 15 of the Agreement.

*Article 10*

The aeronautical authorities of both Contracting Parties agree to exchange, at the request of either Contracting Party, such statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services. Such statements shall include all information required to determine the amount of traffic carried on the agreed services and the origins and destinations of such traffic.

*Article 11*

1. Each Contracting Party shall on a basis of reciprocity exempt the designated airline or airlines of the other Contracting Party to the fullest extent

possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, printed publicity material distributed without charge, stores and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services.

2. The immunities granted by this article shall apply to the items referred to in paragraph 1 of this article;

- (a) introduced into the territory of one Contracting Party by the designated airline or airlines of the other Contracting Party, or its nationals;
- (b) retained on board aircraft of the designated airline or airlines of one Contracting Party upon arriving in or leaving territory of the other Contracting Party;
- (c) taken on board aircraft of the designated airline or airlines of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the immunity provided such items are not alienated in the territory of the said Contracting Party.

### *Article 12*

1. The tariffs to be applied by a designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit, and the tariffs of other airlines on the same routes.

2. The tariffs referred to in paragraph 1 of this article shall be agreed upon between the designated airlines of the Contracting Parties, in consultation with other airlines operating over the whole or part of the route, using, where possible, the Traffic Conference procedure of the International Air Transport Association.

3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least forty-five days before the proposed date of their introduction; in special cases, the Aeronautical Authorities of one Contracting Party may agree upon a shorter period.

4. If a tariff cannot be established in accordance with the provisions of paragraph 2 of this article, or if during the first twenty-five days of the forty-five days' period referred to in paragraph 3 of this article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff submitted in accordance therewith, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree upon such tariffs the dispute shall be settled in accordance with the provisions of article 17 of the present Agreement.

6. No tariff shall come into force, unless it has been approved or accepted by the aeronautical authorities of both Contracting Parties.

7. The tariffs established in accordance with the provisions of this article shall remain in force until new tariffs have been established in accordance with the provisions of this article.

#### *Article 13*

Each Contracting Party shall on the basis of reciprocity permit the designated airline or airlines of the other Contracting Party to remit to their Head Offices in the currency of their own country at the official rate of exchange the funds obtained by each in the normal course of its operations subject only to the respective foreign currency regulations applicable to all countries in like circumstances, for the purpose of safeguarding the external financial position and balance of payments, and shall not be subject to any charges except those normally collected by banks for such operations.

#### *Article 14*

Each Contracting Party shall on the basis of reciprocity exempt from income tax and all other taxes on income imposed by it, all income derived by the designated airlines of the other Contracting Party from the operation of transportation services as an air carrier.

#### *Article 15*

Either Contracting Party may at any time request consultations with the appropriate authorities of the other Contracting Party on questions concerning the interpretation or application of this Agreement. Such consultations shall begin within a period of sixty days from the date the other Contracting Party receives the request, unless otherwise agreed by the Contracting Parties.

*Article 16*

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

*Article 17*

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body or either Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two arbitrators. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State, shall act as President of the Tribunal, and shall determine the place where arbitration will be held.

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

4. The expense of the Tribunal will be equally shared between the Contracting Parties.

*Article 18*

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation



Organization. In such case the Agreement shall terminate one year 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, the notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

*Article 19*

The present Agreement and any amendment to it shall be registered by the Government of Canada with the International Civil Aviation Organization.

*Article 20*

The Agreement will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

*Article 21*

The Agreement will come into force provisionally from the date of its signature and, definitively from the date laid down in an exchange of diplomatic notes, such exchange to take place after each Contracting Party has obtained whatever approval may be required constitutionally by the Contracting Party concerned.

ANNEX

CANADA

1. In the operation of the agreed services on the specified routes set out in the schedule of routes hereunder, an airline or airlines designated by the Government of Canada shall have the following rights :

- (a) to put down and take on in the territory of Trinidad and Tobago international traffic in passengers, mail and cargo coming from and destined for Canada;
- (b) to carry international traffic in passengers, mail and cargo between Canada and intermediate points.
- (c) to grant passengers travelling on a route between Canada and Port of Spain the privilege of stopping over at the intermediate points on the named route.
- (d) to omit on any or all flights any one or more of the intermediate points.

TRINIDAD AND TOBAGO

2. In the operation of the agreed services on the specified routes set out in the schedule of routes hereunder, an airline or airlines designated by the Trinidad and Tobago Government shall have the following rights :

- (a) to put down and take on in the territory of Canada international traffic in passengers, mail and cargo coming from and destined for Trinidad and Tobago.
- (b) to carry international traffic in passengers, mail and cargo between Trinidad and Tobago and intermediate points.
- (c) to grant passengers travelling on a route between Trinidad and Tobago and Toronto the privilege of stopping over at the intermediate points on the named route.
- (d) to omit on any or all flights any one or more of the intermediate points.

3. Nothing in this Agreement shall be deemed to confer on an airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

## SCHEDULE OF ROUTES

### SECTION I

The following routes may be operated by an airline(s) designated by the Government of Canada :

<i>Points of Departure</i>	<i>Intermediate Points</i>	<i>Destination</i>
Points in Canada	Bermuda Antigua Bahamas Barbados Martinique Guadeloupe St. Lucia Jamaica	Port of Spain, Trinidad

### SECTION II

The following routes may be operated by an airline(s) designated by the Government of Trinidad and Tobago :

<i>Points of Departure</i>	<i>Intermediate Points</i>	<i>Destination</i>
Points in Trinidad and Tobago	Bermuda Antigua Bahamas Barbados Martinique Guadeloupe St. Lucia Jamaica	Toronto

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments have signed the Agreement.

DONE in two copies at Port of Spain this eleventh day of August of the year one thousand nine hundred and seventy in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, y étant dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en deux exemplaires à Port of Spain ce onzième jour d'août de l'année mille neuf cent soixante-dix, en anglais et en français, chaque version faisant également foi.

[Signed — Signé]<sup>1</sup>

For the Government of Canada  
Pour le Gouvernement du Canada

[Signed — Signé]<sup>2</sup>

For the Government of Trinidad and Tobago,  
Pour le Gouvernement de la Trinité-et-Tobago

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<sup>1</sup> Signed by G. A. Rau — Signé par G. A. Rau.

<sup>2</sup> Signed by F. C. Prevatt — Signé par F. C. Prevatt.

## EXCHANGE OF NOTES

## ÉCHANGE DE NOTES

## I

OFFICE OF THE HIGH COMMISSIONER  
FOR CANADA

HAUT-COMMISSARIAT  
DU CANADA

No. 168

N° 168

Port of Spain, August 11, 1970

Port of Spain, le 11 août 1970

Sir,

Monsieur le Ministre,

I have the honour to refer to the Air Transport Agreement concluded today between our two Governments.

J'ai l'honneur de me référer à l'Accord relatif aux services de transport aérien qui a été conclu aujourd'hui entre nos deux Gouvernements.

During the discussions leading to the conclusion of this Agreement it was proposed that, in addition to the Third and Fourth Freedom traffic rights provided for in the Agreement, arrangements be made for the carriage of Fifth Freedom traffic between Antigua and Toronto and between Barbados and Toronto by a designated airline of Trinidad and Tobago and the carriage of Fifth Freedom traffic between Antigua and Port of Spain and between Barbados and Port of Spain by a designated airline of Canada.

Au cours des entretiens qui ont abouti à la conclusion du présent Accord, il a été proposé qu'en plus des droits relatifs à l'exercice des troisième et quatrième libertés de l'air prévus dans l'Accord, des dispositions soient prises pour qu'une entreprise de transport aérien désignée de la Trinité-et-Tobago assure le service du transport selon la cinquième liberté de l'air entre Antigua et Toronto et entre la Barbade et Toronto, et pour qu'une entreprise de transport aérien désignée du Canada assure le service du transport selon la cinquième liberté de l'air entre Antigua et Port of Spain et entre la Barbade et Port of Spain.

I am pleased to inform you that my Government would be prepared to enter into the following arrangement relating to Fifth Freedom traffic :

Je suis heureux de vous faire savoir que mon Gouvernement est disposé à conclure l'entente ci-après relativement à la cinquième liberté de l'air :

A. An airline designated by the Government of Trinidad and Tobago will be authorized by the Government of Canada to carry traffic between Barbados and Toronto subject to the following conditions :

A. Une entreprise de transport aérien désignée par le Gouvernement de la Trinité-et-Tobago sera autorisée par le Gouvernement canadien à assurer le service du transport entre la Barbade et Toronto sous réserve des conditions suivantes :

(1) that the Government of Barbados grant authority to the designated airline

1) Le Gouvernement de la Barbade autorisera l'entreprise de transport aérien

of Trinidad and Tobago to carry traffic between Barbados and Toronto;

(2) that upon the conclusion of an Air Transport Agreement between Canada and Barbados the authorization granted by Canada will be reviewed by the Government of Canada; and

(3) that upon designation by the Government of Barbados of an airline other than the designated airline of Trinidad and Tobago to carry traffic between Barbados and Toronto the authorization granted by Canada may be terminated by the Government of Canada when the designated airline having received a licence to operate gives notice of the date of commencement of operations.

B. An airline designated by the Government of Trinidad and Tobago will be authorized by the Government of Canada to carry traffic between Antigua and Toronto subject to the following conditions :

(1) that the authority responsible for civil aviation in Antigua authorize the designated airline of Trinidad and Tobago to carry traffic between Antigua and Toronto;

(2) that upon establishment of a route between Antigua and Toronto pursuant to an Air Transport Agreement between Canada and the Government responsible for civil aviation in Antigua, the authorization granted by Canada will be reviewed by the Government of Canada; and

(3) that upon designation by the authority responsible for civil aviation in Antigua of an airline other than the designated airline of Trinidad and Tobago to carry traffic between Antigua and Toronto the authorization granted by

désignée de la Trinité-et-Tobago à assurer le service du transport entre la Barbade et Toronto;

2) Dès la conclusion d'un Accord relatif aux services de transport aérien entre le Canada et la Barbade, le Gouvernement canadien révisera l'autorisation accordée par le Canada; et

3) Lorsque le Gouvernement de la Barbade aura désigné une entreprise de transport aérien autre que l'entreprise désignée de la Trinité-et-Tobago pour assurer le service du transport entre la Barbade et Toronto, le Gouvernement canadien pourra mettre fin à l'autorisation accordée par le Canada lorsque l'entreprise de transport aérien désignée qui a obtenu un permis d'exploitation donnera avis de la date du commencement de ses opérations.

B. Une entreprise de transport aérien désignée par le Gouvernement de la Trinité-et-Tobago sera autorisée par le Gouvernement canadien à assurer le service du transport entre Antigua et Toronto sous réserve des conditions suivantes :

1) L'administration chargée de l'aviation civile à Antigua autorisera l'entreprise désignée de la Trinité-et-Tobago à assurer le service du transport entre Antigua et Toronto;

2) Dès l'établissement d'une route entre Antigua et Toronto conformément à un Accord relatif aux services de transport aérien entre le Canada et le Gouvernement chargé de l'aviation civile à Antigua, le Gouvernement canadien révisera l'autorisation accordée par le Canada; et

3) Lorsque l'administration chargée de l'aviation civile à Antigua aura désigné une entreprise de transport aérien autre que l'entreprise désignée de la Trinité-et-Tobago pour assurer le service du transport entre Antigua et Toronto, le Gou-

Canada may be terminated by the Government of Canada when the designated airline having received a licence to operate gives notice of the date of commencement of operations.

C. An airline designated by the Government of Canada will be authorized by the Government of Trinidad and Tobago to carry traffic between Barbados and Port of Spain for the period during which the designated airline of Trinidad and Tobago is authorized to carry traffic between Barbados and Toronto. An airline designated by the Government of Canada will be authorized by the Government of Trinidad and Tobago to carry traffic between Antigua and Port of Spain for the period during which the designated airline of Trinidad and Tobago is authorized to carry traffic between Antigua and Toronto.

D. Termination of any authorization pursuant to the provisions of paragraphs A, B, and C hereof permitting such termination shall be effective not less than six months after notice of such termination has been given in writing by the terminating Government to the other Government. Termination shall not in any event be effective prior to the actual commencement of operations of the airline designated by Barbados or Antigua. Insofar as A-3 and B-3 are concerned, if three months prior to the date of termination of service by the designated airline of Trinidad and Tobago there is sufficient evidence that the airline designated by Barbados or Antigua does not intend to commence operations on the date proposed, the Government of Canada will extend the authority of the designated airline of Trinidad and Tobago for a period of not less than three months.

vernement canadien pourra mettre fin à l'autorisation accordée par le Canada lorsque l'entreprise de transport aérien désignée qui a obtenu un permis d'exploitation donnera avis de la date du commencement de ses opérations.

C. Une entreprise de transport aérien désignée par le Gouvernement canadien sera autorisée par le Gouvernement de la Trinité-et-Tobago à assurer le service du transport entre la Barbade et Port of Spain pour la période durant laquelle l'entreprise désignée de la Trinité-et-Tobago est autorisée à assurer le service du transport entre la Barbade et Toronto. Une entreprise de transport aérien désignée par le Gouvernement canadien sera autorisée par le Gouvernement de la Trinité-et-Tobago à assurer le service du transport entre Antigua et Port of Spain pour la période durant laquelle l'entreprise de transport aérien désignée de la Trinité-et-Tobago est autorisée à assurer le service du transport entre Antigua et Toronto.

D. La dénonciation de quelque autorisation que ce soit, si elle est faite conformément aux dispositions des paragraphes A, B et C qui permettent une telle dénonciation, prendra effet pas moins de six mois après que le Gouvernement qui fait la dénonciation en aura donné avis par écrit à l'autre Gouvernement. Elle ne sera en aucun cas exécutoire avant le commencement effectif des opérations de l'entreprise de transport aérien désignée par la Barbade ou Antigua. En ce qui concerne les paragraphes A-3 et B-3, si, trois mois avant la date d'expiration du service assuré par l'entreprise de transport aérien désignée de la Trinité-et-Tobago, il y a des indices suffisants que l'entreprise désignée par la Barbade ou Antigua n'a pas l'intention de commencer les opérations à la date proposée, le Gouvernement canadien prolongera l'autorisation accordée à

I have the honour to propose that, if the foregoing is acceptable to your Government, this note, which is authentic in English and in French, and your reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of your reply. Subject to the provisions in the foregoing paragraphs concerning termination of authorizations, this Agreement shall remain in force for as long as the Air Transport Agreement concluded today between our two Governments is in force, unless terminated by either Government upon one year's written notice to the other.

Accept, Sir, the assurances of my highest consideration.

G. A. RAU

High Commissioner for Canada

The Hon. F. C. Prevatt  
Minister of External Affairs  
Port of Spain  
Trinidad and Tobago

l'entreprise de transport aérien désignée de la Trinité-et-Tobago pour une période d'au moins trois mois.

J'ai l'honneur de proposer que, si votre Gouvernement approuve ce qui précède, la présente note, dont les versions anglaise et française font également foi, et votre réponse à cet effet constituent, entre nos deux Gouvernements un accord qui entrera en vigueur à la date de votre réponse. Sous réserve des dispositions des paragraphes précédents concernant la dénonciation des autorisations, cet Accord restera en vigueur aussi longtemps que l'Accord relatif aux services de transport aérien conclu aujourd'hui entre nos deux Gouvernements demeurera en vigueur, à moins que l'un ou l'autre des deux Gouvernements le dénonce en donnant à l'autre par écrit un préavis d'un an.

Veuillez agréer, cher Monsieur, l'expression de nos sentiments distingués.

G. A. RAU

Haut-Commissaire

L'honorable F. C. Prevatt  
Ministre des affaires extérieures  
Port of Spain  
Trinidad

## II

### [TRADUCTION — TRANSLATION]

Port of Spain, 11th August, 1970

Sir,

I have the honour to refer to your note No. 168 of 11th August, 1970, which reads as follows :

[See note I]

I have the honour to confirm that

No. 11947

Port of Spain, le 11 août 1970

Monsieur le Haut-Commissaire,

J'ai l'honneur de me référer à votre note n° 168 du 11 août 1970, qui est ainsi conçue :

[Voir note I]

Je tiens à confirmer que les dis-

the above-mentioned proposals are acceptable to the Government of Trinidad and Tobago and that your note together with this reply shall be regarded as constituting an agreement between our two Governments effective from the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.

[Signed — Signé]<sup>1</sup>

Minister of External Affairs

His Excellency

Mr. Gerald Anthony Rau  
High Commissioner for Canada  
Port of Spain

positions énoncées ci-dessus rencontrent l'agrément du Gouvernement de la Trinité-et-Tobago et que votre note et la présente réponse seront considérées comme constituant entre nos deux Gouvernements un accord qui prendra effet à la date de ladite réponse.

Veillez agréer, etc.,

[F. C. PREVATT]

Ministre des affaires extérieures

Son Excellence

M. Gerald Anthony Rau  
Haut-Commissaire pour le Canada  
Port of Spain

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<sup>1</sup> Signed by F. C. Prevatt — Signé par F. C. Prevatt.