No. 26659

AUSTRALIA
and
CANADA

Agreement relating to air services (with annex). Signed at Canberra on 5 July 1988

Authentic texts: English and French.
Registered by Australia on 8 June 1989.

AUSTRALIE
et
CANADA

Accord relatif au transport aérien (avec annexe). Signé à Canberra le 5 juillet 1988

Textes authentiques : anglais et français.
Enregistré par l'Australie le 8 juin 1989.

AGREEMENT[1] BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF CANADA RELATING TO AIR SERVICES

The Government of Australia and the Government of Canada, hereinafter referred to as the Contracting Parties,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December, 1944,[2]

Desiring to conclude an agreement on air services, supplementary to the said Convention,

Have agreed as follows:

Article I. DEFINITIONS

For the purpose of this Agreement, unless otherwise stated:

(*a*) "Aeronautical Authorities" means, in the case of Canada, the Minister of Transport and the National Transportation Agency of Canada and, in the case of Australia, the Minister for Transport and Communications and the Secretary to the Department of Transport and Communications or, in both cases, any other authority or person empowered to perform the functions currently exercised by the said authorities.

(*b*) "Agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers and cargo.

(*c*) "Agreement" means this Agreement, the Annex attached thereto, and any amendments to the Agreement or to the Annex.

(*d*) "Cargo" includes mail.

(*e*) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties.

(*f*) "Designated airline" means an airline or airlines which has been designated and authorised in accordance with Articles IV and V of this Agreement.

(*g*) "Specified route" means a route specified in the Annex to this Agreement.

(*h*) "Tariffs" means the prices which the designated airlines charge for the transport of passengers and cargo and the conditions under which those prices apply.

[1] Came into force on 5 July 1988 by signature, in accordance with article XXIII.

[2] 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; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

(*i*) "Territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

Article II. GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party, except as otherwise specified in the Annex, the following rights for international air services:

(*a*) To fly without landing across its territory;

(*b*) To land in its territory for non-traffic purposes; and

(*c*) To land in its territory for the purpose of taking on board and discharging international traffic in passengers and cargo while operating an agreed service.

2. The airlines of each Contracting Party, other than those designated under Article IV of this Agreement, shall also enjoy the rights specified in paragraph 1(*a*) and (*b*) of this Article.

3. Nothing in paragraph 1 of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo, carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article III. CHANGE OF AIRCRAFT

A designated airline of one Contracting Party may make a change of aircraft at any point on a specified route on the following conditions:

1. That the capacity operated and frequency of operation into and from the territory of the other Contracting Party is in accordance with that which has been authorised from time to time for that designated airline in accordance with the provisions of Article XI;
2. That the aircraft type utilised into and from the territory of the other Contracting Party is authorised in accordance with Article VIII;
3. That each aircraft shall operate in connection with the other and shall be scheduled to do so; each aircraft shall arrive at the point of change for the primary purpose of carrying traffic for transfer between each aircraft;
4. That the airline shall not hold itself out to the public by advertisement or otherwise as providing a service which originates or terminates at the point where the change of aircraft is made, unless otherwise permitted by the Annex except that an airline shall not be precluded from advertising or otherwise holding out that it provides services to and from the point of aircraft change in accordance with its rights to operate and carry traffic to and from such point;
5. That in connection with any one aircraft flight into the territory of the other Contracting Party, only one flight may be made out of that territory unless the airline is authorised by the aeronautical authorities of that other Contracting Party to operate more than one flight.

Article IV. DESIGNATION

Each Contracting Party shall have the right to designate, by diplomatic note, an airline or airlines to operate the agreed services on the specified routes and to

substitute, by diplomatic note, another airline or airlines for those previously designated.

Article V. AUTHORISATION

1. Following receipt of a notice of designation or of substitution pursuant to Article IV of this Agreement, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant without delay to the airline or airlines so designated the appropriate authorisations to operate the agreed services for which that airline has been designated.

2. Upon receipt of such authorisations the airline may begin at any time to operate the agreed services, in whole or in part, provided that the airline complies with the applicable provisions of this Agreement.

Article VI. REVOCATION AND LIMITATION OF AUTHORISATION

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorisations referred to in Article V of this Agreement with respect to a designated airline of the other Contracting Party, to revoke or suspend such authorisations or impose conditions, temporarily or permanently:

(*a*) In the event of failure by the airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally applied by those authorities in conformity with the Convention;

(*b*) In the event of failure by the airline to comply with the laws and regulations of that Contracting Party;

(*c*) In the event that the aeronautical authorities are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; or

(*d*) In case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless safety or security require immediate action under this Article, Article VIII or Article IX, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article XVII of this Agreement.

Article VII. APPLICATION OF LAWS

1. The laws, regulations and procedures of one Contracting Party relating to the admission to, remaining in, 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 designated airline of the other Contracting Party upon entrance into, departure from and while within the said territory.

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

Article VIII. RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be

recognised as valid by the other Contracting Party for the purpose of operating the agreed services 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 recognise, 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, should permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organisation, the aeronautical authorities of the other Contracting Party may request consultations in accordance with Article XVII 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 will constitute grounds for the application of Article VI of this Agreement.

Article IX. AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties affirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, opened for signature at Tokyo on 14 September 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at The Hague on 16 December 1970[2] and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 23 September 1971[3] and any other multilateral agreement governing aviation security binding upon both Contracting Parties.

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of airports in their

[1] United Nations, *Treaty Series*, vol. 704, p. 219.
[2] *Ibid.*, vol. 860, p. 105.
[3] *Ibid.*, vol. 974, p. 177, and vol. 1217, p. 404 (corrigendum to vol. 974).

territory act in conformity with such aviation security provisions. Accordingly each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to in this paragraph. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences.

5. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading.

6. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures in its territory to meet a particular threat to civil aviation.

7. Each Contracting Party shall also give consideration to a request from the other Contracting Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Contracting Party could make in the territory of the other Contracting Party its own assessment of the security measures being carried out by aircraft operators in respect of flights destined for the territory of the first Contracting Party.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life.

9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds for the application of Article VI of this Agreement. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

Article X. AIRPORT AND FACILITY CHARGES

1. The charges imposed in the territory of one Contracting Party on a designated airline of the other Contracting Party for the use of airports and other aviation facilities by that designated airline shall not be higher than those imposed on a designated airline of the first Contracting Party engaged in similar international services using similar facilities.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, and where practicable, through the airlines' representative organisations. Reasonable advance notice shall whenever possible be given to users of any

proposals for changes in user charges to enable them to express their views before changes are made.

3. Neither of the Contracting Parties shall give preference to its own or any other airline over an airline engaged in similar international air services of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways, air traffic services and associated facilities under its control.

Article XI. CAPACITY

1. There shall be a fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services the designated airline of each Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

3. The agreed services provided by the designated airlines shall bear a close relationship to traffic demand between the territories of the two Contracting Parties. The total capacity entitlement jointly decided pursuant to paragraph 5 of this Article shall be shared equally between the Contracting Parties for the use by their designated airlines.

4. Provision for the carriage of passengers and cargo both taken up and discharged at points on the specified routes in the territories of third countries shall be made in accordance with the general principles that capacity shall be related to:

(*a*) Traffic requirements to and from the territory of the Contracting Party which has designated the airline;

(*b*) Traffic requirements of the areas through which the airline passes, local and regional air services being taken into account; and

(*c*) The requirements of economical through airline operations.

5. The capacity of the services to be operated by the designated airlines of the Contracting Parties may from time to time be agreed by the designated airlines of the Contracting Parties. Whether so agreed or unilaterally submitted by the designated airlines, changes in capacity entitlements shall be jointly decided by the aeronautical authorities of both Contracting Parties.

Article XII. STATISTICS

1. The aeronautical authorities of each Contracting Party shall provide or shall cause its designated airline to provide the aeronautical authorities of the other Contracting Party, upon request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including, but not limited to, statements of statistics related to the traffic carried by its designated airline between points in the territory of the other Contracting Party and other points on the specified routes showing the initial origins and final destinations of the traffic.

2. The details of the methods by which such statistics shall be provided shall be jointly decided by the aeronautical authorities and implemented without delay.

Article XIII. CUSTOMS DUTIES AND OTHER CHARGES

1. Each Contracting Party shall on a basis of reciprocity exempt the designated airline 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 aircraft, fuels, lubricating oils (including hydraulic fluids) and lubricants, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco, food, beverages and other products destined for sale to or use by passengers during the flight) 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 as well as printed ticket stock, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline.

2. The exemptions 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 or on behalf of the designated airline of the other Contracting Party,

(*b*) Retained on board aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party,

(*c*) Taken on board aircraft of the designated airline 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 exemption, provided such items do not enter into the commerce of the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airline of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

4. Notwithstanding the foregoing provisions of this Article:

(i) Each Contracting Party shall accord to the designated airline of the other Contracting Party treatment no less favourable than that granted to its own or any other airline;

(ii) Aircraft operating on the specified routes and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline of one Contracting Party, shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

Article XIV. TARIFFS

1. The tariffs to be applied by the designated airline of each Contracting Party for the transportation of traffic on agreed services between the territories of

the two Contracting Parties shall be established, in accordance with the provisions of this Article, on the basis of the interests of users and the airline's own commercial judgement and assessment of market needs.

2. The tariffs referred to in paragraph 1 of this Article may be agreed where possible between the designated airlines. At the option of the designated airlines, such agreement may be established in co-ordination with other airlines. Where agreement on a tariff cannot be reached between the designated airlines, each shall be entitled to establish a tariff individually.

3. Each Contracting Party may require the filing with its aeronautical authorities of the tariffs referred to in paragraph 1 of this Article. Such filing, if required, shall be made at least thirty (30) days before the proposed date of the introduction of tariffs or, in the case of matching filings, at least one (1) day before the proposed date of the introduction of the tariff. The aeronautical authorities of a Contracting Party requiring filing of tariffs shall give prompt and sympathetic consideration to applications for short-notice filings, particularly if tariff changes are related mainly to circumstances beyond the control of the airline. If within fifteen (15) days from the date of receipt, the aeronautical authorities of one Contracting Party have not notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariffs submitted to them, such tariffs shall be considered to be accepted or approved and shall come into effect on the date stated in the proposed tariff. In the event that a shorter period for the submission of a tariff is accepted by the aeronautical authorities, they may also decide that the period for giving notice of dissatisfaction be less than fifteen (15) days. Subject to the bona fides of the proposed tariff being established in accordance with paragraph 8 of this Article, matching tariff filings shall be permitted to come into effect on the date stated.

4. If during the period applicable in accordance with paragraph 3 of this Article a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by mutual consent. Consultations between the aeronautical authorities shall be held in accordance with Article XVII of this Agreement.

5. If the aeronautical authorities cannot agree on the determination of the tariff under paragraph 4 of this Article, the dispute shall be settled in accordance with the provisions of Article XIX of this Agreement.

6. No tariff shall come into force if the aeronautical authorities of either Contracting Party have given notice of dissatisfaction in accordance with paragraph 3 of this Article, and a decision on the tariff is not taken under the provisions of paragraph 7 of Article XIX of this Agreement.

7. The designated airline of each Contracting Party shall be permitted to match any publicly available lawful tariff established in accordance with this Article by the designated airline of the other Contracting Party on a basis which would not necessarily be identical but would be broadly equivalent in terms of routing, applicable conditions and standard of service. Tariffs proposed at a lower price or at conditions less restrictive shall not qualify as matching tariff filings. Tariffs shall not be considered as failing the criteria for matching solely on the grounds that one tariff involves intraline or interline and the other does not. In all cases of matching, tariff filings shall include satisfactory evidence of the availability of the tariffs to be matched and of the consistency of matching with the requirements of this Article.

8. 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 XV. SALES AND TRANSFER OF FUNDS

1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents. Each designated airline shall have the right to use for this purpose its own transportation documents. Each designated airline shall have the right to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted for sale by that airline.

2. The designated airline of each Contracting Party shall have the right to convert into any freely convertible currency and to transmit from the territory of the other Contracting Party, on demand, funds obtained in the normal course of its operations. Subject to the national laws and policy of the other Contracting Party, conversion and transmission shall be permitted at the foreign exchange market rates for current payments prevailing at the time of submission of the requests for transfer and shall not be subject to any charges except normal service charges collected by banks for such transactions.

Article XVI. AIRLINE REPRESENTATIVES

1. The designated airline of one Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party, consistent with its immigration laws and policies, its representatives and commercial, operational and technical staff as required in connection with the operation of agreed services.

2. These staff requirements may, at the option of the designated airline of one Contracting Party, be satisfied by its own personnel or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party, and authorised to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, consistent with such laws and regulations, each Contracting Party shall, on the basis of reciprocity and with a minimum of delay, grant the necessary employment authorisations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

4. Consistent with its immigration laws and policies, each Contracting Party shall dispense with the requirements of employment authorisations for personnel of the designated airline of the other Contracting Party performing certain temporary duties not exceeding ninety (90) days.

5. The designated airline of one Contracting Party may provide ground handling services for other airlines operating at the same airport in the territory of the other Contracting Party.

Article XVII. CONSULTATIONS

1. In a spirit of close co-operation, 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.

2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise decided.

Article XVIII. AMENDMENT OF AGREEMENT

If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be between aeronautical authorities 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 otherwise jointly decided. Any amendments so negotiated shall come into force and shall form an integral part of this Agreement when they have been confirmed by an exchange of notes through the diplomatic channel.

Article XIX. SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this 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 jointly decide 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.

3. Within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a note through the diplomatic channel requesting arbitration of the dispute by a tribunal, each Contracting Party shall nominate an arbitrator. Within a period of sixty (60) days from the appointment of the arbitrator last appointed, the two arbitrators shall appoint a president who shall be a national of a third State. If within sixty (60) days after one of the Contracting Parties has nominated its arbitrator, the other Contracting Party has not nominated its own or, if within sixty (60) days following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the president, either Contracting Party may request the President of the Council of the International Civil Aviation Organisation to appoint an arbitrator or arbitrators as the case requires.

4. Except as otherwise determined by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.

5. The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing, or, if no hearing is held, after the date both replies are submitted. The decision shall be taken by a majority vote.

6. The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

7. The Contracting Parties undertake to comply with any arbitration decision given under this Article.

8. The expenses of arbitration under this Article shall be shared equally between the Contracting Parties.

9. If and so long as either Contracting Party fails to comply with any decision given under this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to that Contracting Party.

Article XX. TERMINATION

Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation Organisation. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent 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 (14) days after the receipt of the notice by the International Civil Aviation Organisation.

Article XXI. REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANISATION

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organisation.

Article XXII. MULTILATERAL CONVENTIONS

If a general multilateral air convention relating to air services comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article XVIII of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

Article XXIII. ENTRY INTO FORCE

This Agreement shall enter into force on the date of signature.

Article XXIV. TERMINATION OF PREVIOUS AGREEMENT

This Agreement shall terminate the Agreement between the Governments of Australia and Canada for Air Services between Australia and Canada done in Ottawa on 11 June 1946 and all amendments thereto.[1]

[1] United Nations, *Treaty Series*, vol. 10, p. 47; vol. 127, p. 324 and vol. 972, p. 393.

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

DONE in duplicate at Canberra on this 5th day of July, 1988, in the English and French languages, each version being equally authentic.

[*Signed*][1]
For the Government
of Australia:

[*Signed*][2]
For the Government
of Canada:

ANNEX

Route to be operated in both directions by the designated airline of Canada

Points in Canada	*Intermediate Points*	*Points in Australia*
Any point or points in Canada	San Francisco Honolulu Tahiti Fiji	Sydney One other point in Australia to be named by Canada

Any point or points specified above may be omitted on any or all services, but all services shall originate or terminate in Canada.

Route to be operated in both directions by the designated airline of Australia

Points in Australia	*Intermediate Points*	*Points in Canada*
Any point or points in Australia	Fiji Tahiti Honolulu San Francisco	Vancouver One other point in Canada to be named by Australia

Any point or points specified above may be omitted on any or all services, but all services shall originate or terminate in Australia.

NOTE. 1. The additional point in Australia to be named by Canada and the additional point in Canada to be named by Australia shall be any point with an airport designated for international operations.

2. Points to be named by either Contracting Party may be changed on six (6) months notice given to the other Contracting Party.

[1] Signed by Gareth Evans.
[2] Signed by Don Mazankowski.