

**MEMORANDUM OF UNDERSTANDING BETWEEN THE AERONAUTICAL
AUTHORITIES OF THE ARGENTINE REPUBLIC AND THE REPUBLIC OF TURKEY**

Delegations representing the aeronautical authorities of the Argentine Republic and the Republic of Turkey met in Buenos Aires on May 16th and 17th, 2005, in order to discuss their relationship on air transport services.

The discussions were held in a friendly and constructive atmosphere. Delegations lists are attached at Annex I and II.

The Agenda submitted for consideration by the Argentine Republic contained the following issues:

- I. Draft Air Services Agreement.
- II. Capacity and frequencies.
- III. All cargo services.
- IV. Miscellaneous.

After thorough discussion, embracing all questions relating to air transport between the two countries, the two delegations reached the following understanding:

I. Bilateral Air Services Agreement

The Heads of both delegations agreed upon and initialled a draft of the bilateral Air Services Agreement attached as Annex III. Each Party will submit it for approval to their respective authorities and recommend to their Governments to sign it at the earliest convenience. Date and venue will be fixed through diplomatic channel. Finally, they decided to act in conformity with the spirit of the initialled Agreement as far as clauses of their own primary competence are concerned.

Air services may be started once the designation of an airline(s) is communicated to the other Party through the diplomatic channels.

In relation to code-share operations as set forth in Annex III of the initialled Agreement, it was mutually understood that such operations will furthermore be permitted upon request, until the entry into force, once the airlines are duly authorised and the operations approved by the aeronautical authorities of the other Contracting Party.

II. Capacity and Traffic rights

Both Parties agreed that the designated airline(s) of each Party will be allowed to operate up to 7 weekly frequencies using any type of aircraft.

The designated airlines are permitted to exercise third, fourth and fifth freedom traffic rights on the routes specified in the Route Schedules.

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III. All cargo services

Any airline(s) of each Contracting Party shall have the right to operate all-cargo flights, with no limitation of frequencies and/or capacity, with any type of aircraft, from points behind its territory, through points in its territory and intermediate points, to points located in the territory of the other Contracting Party, and to points beyond, with full traffic rights according to the Route Schedules, with the exception of cabotage.

IV. Non-Scheduled operations

Both Parties agreed to give sympathetic consideration to any non-scheduled operation between both countries.

V. Route Schedules

For airlines designated by the Argentine Republic:

Points of origin: points in the ARGENTINE REPUBLIC, intermediate points: points in America, Africa and Europe, points of destination: points in the REPUBLIC OF TURKEY, Points beyond: points in Asia.

For airlines designated by the Republic of Turkey:

Points of origin: points in the REPUBLIC OF TURKEY, intermediate points: points in Europe, Africa and America, points of destination: points in the ARGENTINE REPUBLIC, Points beyond: points in America and Africa


VI. Avoidance of Double Taxation

The Delegations agreed to recommend to their competent authorities to conclude an agreement for the avoidance of double taxation on revenues, capital, and profits arising from their respective airlines' activities and income in the territory of the other Contracting Party.

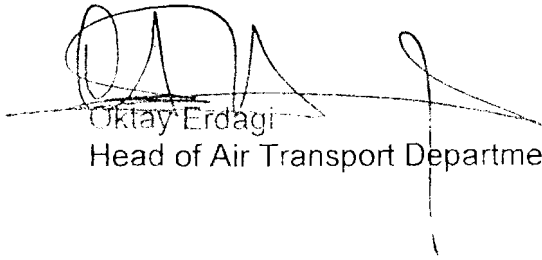
This Memorandum of Understanding will come into force with immediate effect.

Done at Buenos Aires, on May 17th, 2005

For the delegation of
the Argentine Republic:


Ricardo Alberto Cirielli
Undersecretary of Commercial Air
Transport

For the delegation of
the Republic of Turkey:


Oktay Erdagi
Head of Air Transport Department

DELEGATION THE ARGENTINE REPUBLIC:

Mr. Ricardo Alberto Cirielli
(Head of Delegation)

Undersecretary of Commercial Air Transport
Secretariat of Transportation

Mr. Horacio Knobel

Legislation and Agreements Directorate,
Undersecretariat of Air Commercial Transport.

Mr. Jorge Traversa

Planning and Air Commercial Management
Control Directorate, Undersecretariat of Air
Commercial Transport.

Mrs. Nora Rizzo

Legislation and Agreements Directorate,
Undersecretariat of Air Commercial Transport.

Mrs. Liliana Bernacchi

Legislation and Agreements Directorate,
Undersecretariat of Air Commercial Transport.

Mrs. Alejandra Mackluf

Undersecretariat of Air Commercial Transport.

Mrs. Vanesa Jorge

Legislation and Agreements Directorate,
Undersecretariat of Air Commercial Transport.



DELEGATION OF THE REPUBLIC OF TURKEY

Oktay Erdagi
(Head of Delegation)

Head of Air Transport Department, Directorate General of Civil Aviation.

Eray Sarikaya

Directorate General of Civil Aviation.

Özgür Yavuzer

2nd Secretary of the Turkish Embassy.

Hamdi Topçu

Deputy Chairman, Turkish Airlines Inc.

Ismail Gercek

Auditor, Turkish Airlines Inc.

Gülay Öztürk

International Relations and Agreements Manager, Turkish Airlines Inc.



DRAFT OF AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF THE ARGENTINE REPUBLIC
AND
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
ON AIR SERVICES
BETWEEN THEIR RESPECTIVE TERRITORIES



AIR TRANSPORT AGREEMENT BETWEEN

THE GOVERNMENT OF THE ARGENTINE REPUBLIC AND THE GOVERNMENT OF
THE REPUBLIC OF TURKEY

The Government of the Argentine Republic and the Government of the Republic of Turkey

Being Parties to the Convention on International Civil Aviation and the International Air
Services Transit Agreement, both opened for signature at Chicago on the seventh day of
December, 1944.

Desiring to conclude an Agreement for the purpose of establishing air services between their
respective territories;

Desiring to ensure the highest degree of safety and security in international air transport ;

HAVE AGREED AS FOLLOWS:

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ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires:

- a) The term "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 of the Convention under Articles 90 and 94 thereof, so far as those annexes and amendments have become effective for or being ratified by both Contracting Parties;
- b) The term "aeronautical authorities" means, in the case of the Argentine Republic, the Ministry of Federal Planning, Public Investment and Services, Secretariat of Transport, Under Secretariat of Air Commercial Transport, or any other person or body authorised to perform any functions exercised by the said Ministry, and in the case of the Republic of Turkey, the Ministry of Transport and Communications or any other person or body authorised to perform any functions exercised by the said Minister,
- c) the term "designated airlines" means any airline which has been designated and authorised in accordance with Article 3 of this Agreement;
- d) the term "territory" has the meaning assigned to it in Article 2 of the Convention;
- e) the terms "air service", "international air service", "airline" and "stop for non traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
- f) the term "capacity" means :
 - in relation to an aircraft, the payload of that aircraft available on the route or section of a route.
 - in relation to a specified air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period and route or section of a route;
- g) the term "specified route" means the route specified in the route schedule contained in the Annex to this Agreement on which international air services shall be operated by the designated airlines of the Parties ;
- h) the term "traffic" means, passengers, baggage, cargo and mail;
- i) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges

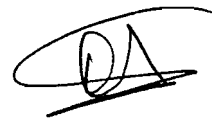
and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail.



ARTICLE 2

TRAFFIC RIGHTS

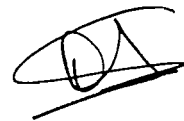
1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled international air services on the routes specified in Annex I to this Agreement. Such services and routes are hereinafter called the "agreed services" and "the specified routes" respectively.
2. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:
 - a) to fly without landing across the territory of the other Contracting Party,
 - b) to make stops in the said territory for non-traffic purposes; and,
 - c) to make stops in the territory at the points specified for that route in Annex I to this Agreement for the purpose of putting down and taking up international traffic in combination or separately.
3. The airlines of each Contracting Party other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraph (2) (a) and (b) of this Article.
4. Nothing in paragraph (1) of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, traffic carried for remuneration or hire and destined for another point in the territory of that other Contracting Party, notwithstanding that it does not exclude stop-over rights.



ARTICLE 3

OPERATING AUTHORISATIONS

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions (3) and (4) of this Article, without delay grant to a designated airline the appropriate operating authorisations to operate the agreed services for which that airline has been designated.
3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to demonstrate that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operations of international air services by such authorities, in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Annex 2 of this Agreement, in any case where the Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals, subject to the provisions of the state designating the airline.
5. When an airline has been so designated and authorised it may begin at any time to operate the agreed services, provided that flight schedules have been approved and tariffs established in accordance with the provisions of Annex II and Article 13 respectively of this Agreement in force in respect of those services.
6. Each Contracting Party shall have the right to withdraw, by written notification to the other Contracting Party, the designation of its airline and to substitute it by the designation of another airline.



ARTICLE 4

REVOCATION AND SUSPENSION

1. The aeronautical authorities of each Contracting Party shall have the right to withhold an operating authorisation or to suspend the exercise of the rights specified in Article 2 of this Agreement by an airline designated and/or authorised by the other Contracting Party, or to revoke or suspend such authorisations or to impose such conditions as it may deem necessary on the exercise of these rights:

a) in the event of failure by such airline to qualify before the aeronautical authorities of that 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 or the regulations of that Party ;

c) in the event that they are not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals, subject to the provisions of the state designating the airline;

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 further infringements of the laws and regulations referred above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party.



ARTICLE 5

APPLICABILITY OF LAWS AND REGULATIONS

1. The laws, regulations and procedures of the Contracting Party relating to entering into, remaining in or departing 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 airlines of the other Contracting Party upon entrance into, while within and departure from the said territory.
2. The laws and regulations of one Contracting Party respecting entry, clearance, staying or transit, emigration or immigration, passport, customs and quarantine shall be complied with by the designated airline of the other Contracting Party and by the designated airline of the other Contracting Party and by or on behalf of its crews, passengers, cargo and mail upon transit of, admission to, while within and departure of the territory of such Contracting Party.
3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.



ARTICLE 6

CUSTOMS DUTIES AND OTHER CHARGES.

1. Aircraft operating on international air services by a designated and/or authorised airline of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft, shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment, spare parts and supplies remain aboard the aircraft up to such time as they are re-exported.

2. There shall be also exempt from the same duties and taxes with the exception of charges corresponding to the service performed;

a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use aboard aircraft engaged in an international service by the designated airline of the other Contracting Party,

b) spare parts and regular equipment entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party;

c) fuel and lubricants destined to supply aircraft operated on international services by designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey to be performed over the territory of the Contracting Party in which they are taken aboard.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

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

4. The exemptions provided for by this Article shall also be available in situations where the designated airline of either Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article, provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

5. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs, duties and other similar taxes.



ARTICLE 7

REPRESENTATION

1. The designated and/or authorised airline or airlines of one Contracting Party shall be allowed on the basis of reciprocity, to bring into and maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services. These staff shall be chosen among nationals of either or both Parties as may be necessary.

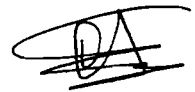
2. Each Contracting Party shall permit the designated and/or authorised airline of the other Contracting Party, to bring into and maintain in the territory of the other Contracting Party, employees and other responsible personnel for the administration, technical and commercial operations of their air services in accordance with the entry, residence and employment rules and regulations of the other Contracting Party.



ARTICLE 8

RECOGNITION OF CERTIFICATES AND LICENCES.


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 routes and services provided for in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. However, each Contracting Party reserves the right, to refuse to recognise, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other Party.



ARTICLE 9

FINANCIAL PROVISIONS

1. Each designated airline shall have the right to sell and issue its own transportation documents in the territory of the other Contracting Party directly and, at its discretion, through its agents. Such airlines shall have the right to sell such transportation and ancillary services and any person shall be free to purchase such transportation in any convertible currency and/or in local currency.
2. Each designated airline shall have the right to convert and remit to its country, on demand, at the official rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of traffic. In the absence of appropriate provisions of a payments agreement between the Contracting Parties, the above mentioned transfer shall be made in convertible currencies and in accordance with the national laws and foreign exchange regulations applicable.
3. The conversions and remittance of such revenues shall be permitted without restriction at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.



ARTICLE 10

USER CHARGES

Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities under its control.

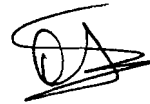
Each of the Contracting Parties agree, however, that such charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international service.



ARTICLE 11

CAPACITY PROVISIONS

1. Capacity shall be agreed upon between the aeronautical authorities of the Contracting Parties.
2. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the routes specified in the Annex to this Agreement
3. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the designated airlines 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.
4. The agreed services operated by the designated airlines of the Contracting Parties, shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of traffic originating in or destined for the territory of the Contracting Party which has designated the airlines.
5. The right of the designated airlines of either Contracting Party to carry traffic between points in the territory of the other Contracting Party and points in the territories of third countries on the specified routes, shall be exercised in accordance with the general principles that capacity shall be related to:
 - a) the traffic requirements to and from the territory of the Contracting Party which has designated the airline;
 - b) the traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
 - c) the requirements of through airline operations.



ARTICLE 12

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of Civil Aviation against acts of unlawful interference forms an integral part of this Agreement. 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, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and Protocol for the Suppression of Unlawful Acts of Violence at Airports serving International Civil Aviation, signed at Montreal on 24 February 1988 or any other convention on aviation security binding both Contracting Parties.
2. 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.
3. The 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 Parties; they shall require that operations of aircraft of their registry or operations of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) 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 secure 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. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
5. 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 rapidly and safely such incident or threat thereof.



6. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the Aeronautical Authorities of either Contracting Party may request immediate consultations with the Aeronautical Authorities of the other Contracting Party.



ARTICLE 13

TARIFFS

1. The tariffs to be applied by the designated airlines of a Contracting Party for services covered by this Agreement shall be established at reasonable levels, due regard being paid to all relevant factors, including interests of users, costs of operation, characteristics of service, commission rates, reasonable profit, tariffs of other airlines and other commercial considerations in the market place.

1.1 The Contracting Parties agree to give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, artificially low because of direct or indirect subsidy or support or "predatory".

2. The tariffs shall whenever possible, be agreed by the designated airlines concerned of both Contracting Parties, after discussion as required with their respective governments and, if applicable, consultation with other airlines. Such agreement shall, wherever possible, be reached by the use of appropriate international tariff co-ordination mechanism. Failing any multilateral or bilateral agreement, each designated airline may develop tariffs individually.

3. Each Contracting Party may require notification or filing of tariffs proposed by the designated airline(s) of both Contracting Parties for carriage to or from its territory and, in exceptional circumstances, for carriage via its territory where a stopover is permitted in its territory.

3.1 Such notification or filing may be required not more than 30 days before the proposed date of introduction. In individual cases this maximum period may be reduced.

4. Neither Contracting Party shall take unilateral action to prevent the inauguration of a proposed tariff the continuation of an effective tariff of a designated airline of either Party for carriage between the territories of the Parties.

4.1 Neither Contracting Party shall take unilateral action to prevent the inauguration of a proposed tariff or the continuation of an effective tariff of a designated airline of one Party for transportation between the territory of the other Party and that of a third State.

4.2 Where either Contracting Party believes that a tariff falls within the categories described in Paragraph 1.2. above, such Party shall give notice of dissatisfaction to the other Party (as soon as possible and at least) within 15 days of the date of notification or filing of the tariff, and may avail itself of the consultation procedures set out in Paragraph 5 below. However, unless both Parties have agreed in writing to disapprove the tariffs concerned under these procedures, the tariffs shall be considered approved.

5. Each Contracting Party may request consultation regarding any tariff of an airline of

either Party for services covered by this Agreement, including where the tariff concerned has been subject to a notice of dissatisfaction. Such consultations shall be held not later than 30 days after receipt of the request. The Parties shall co-operate in securing information necessary for reasoned resolution of the issues. If the Parties reach agreement with respect to a tariff for which notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect but if no agreement is reached the tariff in question shall go into or continue in effect.

6. A tariff established in accordance with the provisions of this clause shall remain in force, unless withdrawn by the airline(s) concerned, until the due expiry date of the tariff if any, or until new tariffs have been approved. The original expiry date may be extended unless both Contracting Parties agree that the tariff should be discontinued. Where a tariff has been approved without an expiry date and where no new tariff has been filed and approved, that tariff shall remain in force until withdrawn by the airline(s) concerned or both Contracting Parties agree that the tariff should be discontinued.



ARTICLE 14

AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.

2. If following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by the airline or airlines of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and that apparent conditions of the aircraft and its equipment (in this Article called "ramp inspection") provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives risk to:

a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Chicago Convention, or

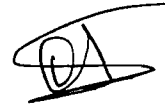
b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Chicago Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Chicago Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with the paragraph 3 above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes whether as a result of a ramp inspection, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

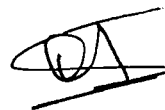
7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

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ARTICLE 15

INFORMATION AND STATISTICS

The aeronautical authorities and the airlines of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services and the origins and destinations of such traffic.



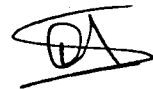
ARTICLE 16

CONSULTATION AND AMENDMENT

If either of the Contracting Parties considers it desirable to amend any provision of this Agreement or its Annex, it may at any time request consultation with the other Contracting Party, and such consultation, which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of receipt of the request by the other Contracting Party, unless both Parties agree to an extension of this period.

Any amendment to this Agreement shall come into effect when the Parties have notified, through diplomatic channels, the fulfilment of their own legal requirements.

Amendments to the Route schedule in the Annex may however be made by direct agreement between the aeronautical authorities of the Contracting Parties.



ARTICLE 17

CONFORMITY WITH MULTILATERAL CONVENTIONS

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

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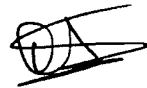
ARTICLE 18

TERMINATION

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

In such case the Agreement shall terminate twelve (12) 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 period.

In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.

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ARTICLE 19

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this agreement and its Annexes thereto, 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 the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrator, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) 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 (60) 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 Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires.

In such a case the third arbitrator shall be a national of a third State and shall act as president of the arbitral tribunal.

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

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

5. Each Contracting Party shall pay the expenses of the arbitrator it has nominated. The remaining expenses of the arbitration tribunal shall be shared equally by the Contracting Parties.



ARTICLE 20

TITLES

Titles are inserted in this Agreement at the head of each Article for the purpose of reference and convenience and in no way define limit or describe the scope or intent of this Agreement.

A handwritten signature or set of initials, possibly 'PJ', written in black ink.A handwritten signature or set of initials, possibly 'OS', written in black ink.

ARTICLE 21

REGISTRATION

This Agreement and its Annexes shall be registered with the International Civil Aviation Organisation.

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ARTICLE 22

ENTRY INTO FORCE

This Agreement and its Annexes, which constitute the integral part of this Agreement, shall enter into force after fulfilment of the constitutional requirements by each Contracting Party, on the date of exchange of diplomatic notes to this effect.

In witness whereof, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done at this..... day of.... the year in duplicate, each of them in the Spanish, Turkish and English language, all equally authentic . In case of disagreement, the English version shall prevail .



**FOR THE GOVERNMENT
OF THE ARGENTINE REPUBLIC**



**FOR THE GOVERNMENT
OF THE REPUBLIC OF TURKEY**

ROUTES

(a) The airlines designated by the Government of the Argentine Republic shall be entitled to operate air services in both directions as follows:

From : Any points in the Argentine Republic

Intermediate Points : Any points in America, Europe and Africa

To : Any points in the Republic of Turkey

Beyond Points: Any points in Asia

(b) The airlines designated by the Government of the Republic of Turkey shall be entitled to operate air services in both directions as follows:

From : Any points in the Republic of Turkey

Intermediate Points : Any points in America, Europe and Africa

To : Any points in the Argentine Republic

Beyond points: Any points in America and Africa

2. Points on any of the above routes may, at the option of the designated airline, be omitted on any or all flights provided that such service shall have its starting point in the territory of the Contracting Party designating the airline.



APPROVAL OF FLIGHTS SCHEDULES

1. The designated airline of either Contracting Party shall submit its flight schedule, including the type of equipment, for approval to the aeronautical authorities of the other Contracting Party on each schedule period (summer and winter) not later than thirty (30) days prior to the effective date of schedule. In special cases this time limit may be reduced subject to the consent of the said authorities.
2. Prior to the submission of flight schedules by the designated airline of either Contracting Party to the aeronautical authorities of the other Contracting Party, the airlines of both Contracting Parties shall consult each other on the schedules with a view to facilitating their approval.
3. The aeronautical authorities receiving such flight schedules shall approve them or suggest modifications thereto. In any case the designated airlines shall not commence their services before the schedules are approved by the aeronautical authorities concerned. This provision shall likewise apply to later changes.



CODE SHARING

1. The designated airline(s) of either Contracting Party may enter into code-share arrangements with:

- an airline of either Contracting Party; . . -
- an airline of a third country as long as such third country authorizes or allows comparable arrangements between airlines of Contracting Party and other airlines on services to, from and via such third country.
- provided that all airlines in the above arrangements hold the appropriate route and traffic rights

2. When a designated airline of a Contracting Party performs air services under co-operative marketing arrangements as marketing carrier, the total capacity operated by that airline will not be counted against the capacity entitlements of that Contracting Party designating the airline.

3. The co-operative marketing arrangements entered into by the designated airlines of either Contracting Party shall be filed with the aeronautical authorities of the Contracting Parties for their approval.



CHANGE OF AIRCRAFT

1. Each designated airline may on any or all flights on the agreed services and at its option, change aircraft in the territory of the other Contracting Party or at any point along the specified routes, provided that:

a) aircraft used beyond the point of change of aircraft shall be scheduled in coincidence with the inbound or outbound aircraft, as the case may be;

b) in the case of change of aircraft in the territory of the other Contracting Party and when more than one aircraft is operated beyond the point of change, not more than one such aircraft may be equal size and none may be larger than the aircraft used in the third and fourth freedom sector.

2. For the purpose of change of aircraft operations, a designated airline may use its own equipment and subject to national regulations, leased equipment and may operate under commercial arrangements with other airline.

3. A designated airline may use different or identical flight numbers for sectors of change of aircraft operations.

