AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
AND
THE GOVERNMENT OF THE UNITED MEXICAN STATES

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The Government of the Republic of Turkey and the Government of the United Mexican States, hereinafter referred to as "the Contracting Parties";

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

Desiring to facilitate the expansion of international air services opportunities.

Recognising that efficient and competitive international air services enhance economic growth, trade, tourism, investment and the welfare of consumers;

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation and

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

HAVE AGREED AS FOLLOWS:

ARTICLE 1
DEFINITIONS

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

a. "Aeronautical Authorities" means, in the case of the Republic of Turkey, the Ministry of Transport, Maritime Affairs and Communications through the Directorate General of Civil Aviation and in the case of the United Mexican States, the Secretariat of Communications and Transport through the Directorate General of Civil Aviation or in both cases, any person or body authorized to exercise the functions presently assigned to the said authorities;

b. "Agreement" means this Agreement, its Annex and any amendments thereto;

c. "Agreed services" means the international air services which can be operated, according to provisions of present Agreement on the specified routes;

d. "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article 18 (Consultations and Amendment) of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include the Annex except where explicitly agreed otherwise;

e. "Air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings specified in Article 96 of the Convention;

f. "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 on a route or section of a route;

g. "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 been ratified by both Contracting Parties;

h. "Designated airline(s)" means any airline(s) which has/have been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

i. "Ground-handling" includes but is not limited to passenger, cargo and baggage handling, and the provision of catering facilities and/or services;

j. "ICAO" means the International Civil Aviation Organization;

k. "International air transportation" means air transportation which passes through the air space over the territory of more than one State;

l. "Marketing airline" means an airline that offers air transportation on an aircraft operated by another airline, through code-sharing;

m. "Schedule" means the schedule of the routes to operate air transportation services annexed to the present Agreement and any modifications thereto as agreed in accordance with the provisions of Article 18 of the present Agreement;

n. "Specified routes" means the routes established or to be established in the Annex to this Agreement;

o. "Spare parts" means articles of a repair or replacement nature for incorporation in an aircraft, including engines;

p. "Tariff" means the price charged for the transportation of passengers, baggage and cargo, as well as the conditions and rules that regulate the application of the transportation cost depending on the characteristics of the service rendered, under which that amount shall be applied, excluding the remuneration and other conditions relative to the carriage of mail;

q. "Territory" has the meaning specified in Article 2 of the Convention;

r. "Traffic" means, passengers, baggage, cargo and mail;

s. "Regular equipment" means articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;

t. "User charges" means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Contracting Party to the Other.

ARTICLE 2
GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of scheduled international air services on the routes specified in Annex I to this Agreement by the designated airlines of the other Contracting Party:

   a. the right to fly without landing across the territory of the other Contracting Party,

   b. the right to make stops in the said territory for non-traffic purposes,

   c. the right to make stops in the said 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,

   d. the rights otherwise specified in this Agreement.

2. 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.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the specified routes. Such designation shall be effected by virtue of a written notification through diplomatic channels.

2. On receipt of such designation, the aeronautical authorities of the other Contracting Party shall, subject to paragraphs (3) and (4) of this Article, grant without delay to the designated airline(s) the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require an airline(s) designated by the other Contracting Party to satisfy that it is (they are) qualified to fulfill 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 authorizations 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 Article 2 (Grant of Rights) of this Agreement, in any case where the Contracting Party is not satisfied that:

   a. substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals, and/or

   b. the Government designating the airline is maintaining and administering the standards set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) of this Agreement.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a capacity agreed upon and a tariff established in accordance with the provisions of Article 5 (Capacity) and Article 6 (Tariffs) of this Agreement is in force in respect of that service.

ARTICLE 4
REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 (Grant of Rights) of this Agreement by an airline/s designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

   a. in any case where it is not satisfied that substantial ownership and effective control of that airline is vested in the Contracting Party designating the airline or in its nationals, or

   b. in case of failure by that airline to comply with the laws or regulations of the Contracting Party granting the rights, or

   c. in case that airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultations aeronautical authorities of the State of other Contracting Party. In such a case consultations shall begin within a period of sixty (60) days from the date of request made by either Contracting Party for consultations.

ARTICLE 5
CAPACITY

1. The designated airline(s) of each Contracting Party shall enjoy fair and equal opportunity for the operation of air services for the carriage of traffic between the territories of the two Contracting Parties.

2. In the operation by the designated airline(s) of either Contracting Party of the specified air services, the interests of the airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear 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 of passengers and cargo including mail between the territories of the Contracting Parties.

4. In the operation of the agreed services, the total capacity to be provided and the frequency of the services to be operated by the designated airlines of each Contracting Party shall be, at the outset, be mutually determined by the aeronautical authorities of the Contracting Parties before the services are inaugurated. Such capacity and frequency of services initially determined may be reviewed and revised from time to time by said authorities.

ARTICLE 6
TARIFFS

1. Each Contracting Party shall allow the tariffs for international air services operated to/from its territory to be established by the designated airlines at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines. The Contracting Parties may intervene for the:

   a. prevention of unreasonably discriminatory prices or practices,

   b. protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position, and

   c. protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. The designated airlines of one Contracting Party shall fulfill the requirements established under paragraph (1) and file the tariffs to the other Contracting Party.

3. Neither Contracting Party shall allow its designated airline or airlines, in the establishment of tariffs, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor, being a designated airline of the other Contracting Party, or excluding such a competitor from a route.

4 The Contracting Parties agree that the following airline practices, in relation to the establishment of tariffs, may be regarded as possible unfair competitive practices which may merit closer examination:

   a. charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate,

   b. the practices in question are sustained rather than temporary,

   c. the practices in question have a serious economic effect on, or cause significant damage to, designated airline(s) of the other Contracting Party, and

   d. behavior indicating an abuse of dominant position on the route.

5. In the event that either aeronautical authority is dissatisfied with a tariff in effect for an airline of the other Contracting Party, the aeronautical authorities will endeavour to settle the matter through consultations, if so requested by either authority. In any event, the aeronautical authority of a Contracting Party shall not take unilateral action to prevent the coming into effect or continuation of a tariff of an airline of the other Contracting Party.

6. Notwithstanding the foregoing, the designated airlines of one Contracting Party shall provide, on request, to the aeronautical authorities of the other Contracting Party the information relating to the establishment of the tariffs, in a manner and format as specified by such authorities.

7. No Contracting Party shall impose on the other Contracting Party's designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

ARTICLE 7
CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operating on international air services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts (including engines), supplies of fuels, lubricants and aircraft stores (including but not limited to such items as food, beverages, tobacco and products intended for sale or use of passenger during the flight) which are on board, such aircraft shall be exempt by the other Contracting Party on the basis of reciprocity and in accordance with applicable law, from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment, spare parts, stores and supplies remain on board the aircraft until such time as they are re-exported or are used on board aircraft on the part of the journey to be performed over that territory.

2. The following equipment and items shall be exempted by the other Contracting Party on the basis of reciprocity and in accordance with applicable law from all customs duties, inspection fees and other similar charges not based on the cost of services provided on arrival, including:

   a. regular equipment, fuel, lubricants, consumable technical supplies, aircraft stores (including but not limited to such items as food, beverages and tobacco), introduced into the territory of the other Contracting Party by or on behalf of a designated airline or taken on board the aircraft operated by that designated airline and intended for use on aircraft operated in international air services, even when such regular equipment and such other items are to be used on any part of a journey performed over the territory of the other Contracting Party;

   b. spare parts (including engines) introduced into the territory of the other Contracting Party by or on behalf of a designated airline or taken on board an aircraft operated by that designated airline for the maintenance or repair of aircraft operated in international air services by that designated airline; and

   c. printed ticket stock, air waybills, any printed material which bears insignia of a designated airline of one Contracting Party and usual publicity material distributed without charge by that designated airline.

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

3. The regular airborne equipment, spare parts (including engines), aircraft stores and supplies of fuels and lubricants (including hydraulic fluids) as well as the materials and supplies retained on board 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 shall 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 of that Contracting Party.

4. Charges corresponding to the services performed storage and customs clearance will be charged in accordance with the national laws and regulations of either Contracting Party.

ARTICLE 8
DIRECT TRANSIT

Subject to the laws and regulations of each Contracting Party, 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 purposes shall, unless security measures against violence, air piracy and smuggling of narcotic drugs require differently, only 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 charges.

ARTICLE 9
USER CHARGES

1. Airports, aviation security and other related facilities and services that are provided in the territory of one Contracting Party shall be available for use by the airlines of the other Contracting Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time arrangements for use are made

2. The designated airline or airlines of one Contracting Party shall be permitted, in accordance with the domestic laws and regulations of both Contracting Parties, on the basis of reciprocity, to perform its own specified ground handling services in the territory of the other Contracting Party and, at its option, to have ground handling services provided in whole or in part by any agent authorized, if required by domestic laws and regulations, by the competent authorities of the other Contracting Party to provide such services.

3. The setting and collection of fees and charges imposed in the territory of one Contracting Party on an airline of the other Contracting Party for the use of airports, aviation security and other related facilities and services shall be just and fair. Any such fees and charges shall be assessed on an airline of the other Contracting Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time the fees or charges are imposed.

4. Each Contracting Party shall encourage discussions between its competent charging authorities and the airlines using the services and facilities, or where practicable, through airlines' representative organizations. Users shall be informed, with as much notice as possible, of any proposals for changes in user charges, to enable them to express their views before the changes are made.

ARTICLE 10
NON- NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. In accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment the designated airline or airlines of one Contracting Party shall be entitled to bring in and to maintain in the territory of the other Contracting Party their own administrative, commercial, sales, operational, technical and other specialist staff who are required for the operation of the agreed services.

2. These staff requirements may, at the option of the designated airline or airlines of one Contracting Party, be satisfied by its own personnel or by using the services and personnel of any other organization, company or airline operating in the territory of the other Contracting Party and which has been authorized to perform such services for other airlines.

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

ARTICLE 11
CURRENCY CONVERSION AND REMITTANCE OF EARNINGS

1. Each designated airline(s) shall have the right to sell and issue its own transportation documents in the territory of the other Contracting Party through its sales offices and, at its discretion, through its agents. Such airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation in any freely usable currency and/or in local currency, in accordance with the applicable national laws and regulations.

2. Each designated airline(s) shall have the right to convert and remit to its country, the revenues 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 freely usable currencies and in accordance with the applicable national laws and foreign exchange regulations.

3. The conversion 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.

4. The designated airline(s) of each Contracting Party shall have the right at their discretion to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency or, provided these accords with local currency regulations, in freely usable currencies.

ARTICLE 12
MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses, issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes provided that the requirements under which such certificates or licenses 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 recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or any other State.

2. If the privileges or conditions of the licenses 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 used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the ICAO, the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4 (Revocation or Suspension of Operating Authorization) of this Agreement.

ARTICLE 13
AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aeronautical facilities and services, to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (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, in the aspects mentioned in paragraph (1) of this Article, safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum ICAO standards, and that other Contracting Party shall take appropriate corrective action within an agreed period. Failure to take appropriate action within the agreed period shall be grounds for the application of Article 4 (Revocation or Suspension of Operating Authorization) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 16 of the Convention, it is agreed that any aircraft operated by or on behalf of the airline of one Contracting Party on services to or from the territory of the State of the other Contracting Party may, while within the territory of the State of the other Contracting Party, may be made subject of an examination (in this Article called "ramp inspection"), without unreasonable delay. This would be an inspection by the authorized representatives of the other Contracting Party, on board and around the aircraft. However, the obligations mentioned in Article 33 of the Convention, the objective of this inspection will be to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment, in accordance with the established effective norms on the base of the Convention.

4. If any such ramp inspection or series of ramp inspections gives rise 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 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 Convention,

   the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses 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 Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of a Contracting Party in accordance with paragraph (3) above is denied by the representative of that airline, 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 authorization of the airline of the other Contracting Party immediately in the case the first Contracting Party concludes, whether as a result of a ramp inspection, the denial of an access to a ramp inspection or a series of 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.

ARTICLE 14
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 Offenses 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; the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and the Convention on the Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on 1 March 1991, or any other Convention on aviation security to which the Contracting Parties are parties.

2. Upon request, the Contracting Parties shall provide 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, of airports and air navigation facilities, and to address any other threat to the security of civil aviation.

3. The Contracting Parties, in their mutual relations, shall act in conformity with all aviation security standards and appropriate recommended practices established by ICAO 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 territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties. 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 above. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences which shall be held in accordance with paragraph (2) of Article 18 of the present Agreement.

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 sympathetic 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, with minimum risk to life.

6. Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference, which has landed in the territory of the respective State is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

ARTICLE 15
FLIGHT SCHEDULE SUBMISSION

1. The designated airline(s) of each Contracting Party shall submit its envisaged flight schedu es for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the operation of the agreed services.

2. For supplementary flights which the designated airline of one Contracting Party wishes to operate on the agreed services outside the approved flight schedule, that airl ne has to request prior permission from the aeronautical authorities of the other Contracting Party. Such requests shall be submitted in accordance with the national laws and regulations of the Contracting Parties. The same procedure shall be applied to any modification thereof.

ARTICLE 16
STATISTICS

The aeronautical authorities 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 17
APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws and the regulations of a Contracting Party relating to the entry into, sojourn in or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft or flights of such aircraft over that territory shall be applied to aircraft of the airline designated by the other Contracting Party.

2. The laws and the regulations of one Contracting Party governing entry into, sojourn in or departure from its territory of passengers, crew, baggage or cargo, including mail, such as formalities relating to entry, exit, clearance, emigration and immigration, aviation security, passports, customs, currency, health and quarantine and postal shall be complied with by or on behalf of such passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airlines of the other Contracting Party while they are within the said territory.

3. Each Contracting Party shall, upon request of the other Contracting Party, supply the copies of the relevant laws, regulations and procedures referred to in this Agreement.

ARTICLE 18
CONSULTATIONS AND AMENDMENT

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 the implementation, interpretation, application or amendment of this Agreement and the Annexes thereto.

2. Should one Contracting Party request consultations with a view to modify the present Agreement or its Annexes, such consultations shall begin at the earliest possible date but not later than sixty (60) days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties. Such consultations may be conducted through discussion or by correspondence. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate rational and economic decisions to be taken.

3. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such modification shall enter into force thirty (30) days after the date on which the Contracting Parties notify each other the fulfillment of the necessary requirements established by their respective national legislation for such purpose.

4. Amendments to the Annex I may be made by direct agreement between the aeronautical authorities of the Contracting Parties. They shall be applied from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE 19
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 endeavor to settle their dispute by negotiations between aeronautical authorities.

2. If the said aeronautical authorities fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.

3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Contracting Party may in accordance with its relevant laws and regulations refer the dispute to an arbitral tribunal of three arbitrators, one to be named by each Contracting Party and the third arbitrator, who shall be the umpire, to be agreed upon by the two arbitrators so chosen, provided that such arbitrator shall not be a national of either Contracting Party and shall be a national of a State having diplomatic relations with each of the Contracting Parties at the time of appointment.

   Each of the Contracting Parties shall nominate its arbitrator within a period of sixty (60) days from the date of receipt, through registered mail, of a notice of arbitration. The umpire shall be appointed within a further period of sixty (60) days following the appointment of the arbitrator by each of the Contracting Parties.

   If a Contracting Party fails to nominate its arbitrator within the specified period or in case the chosen arbitrators fail to agree on the umpire within the mentioned period, each Contracting Party may request the President of the Council of ICAO to appoint the umpire or the arbitrator representing the failing Contracting Party, as the case may require.

4. The Vice-President or a senior member of the Council of ICAO, not being a national of either of the Contracting Parties, as the case may be, shall replace the President of ICAO in its arbitral duties, as mentioned in paragraph (3) of this Article, in case of absence or incompetence of the latter.

5. The arbitral tribunal shall determine its procedures and the place of arbitration subject to provisions agreed upon between the Contracting Parties.

6. The decisions of the arbitral tribunal shall be final and binding upon the Contracting Parties to the dispute.

7. If 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 have been granted by virtue of this Agreement to the Contracting Party in default.

8. Each Contracting Party shall bear the expenses of its own arbitrator. The expenses of the umpire, including his fees and any expenses incurred by ICAO in connection with the appointment of the umpire and/or the arbitrator of the failing Contracting Party as referred to in paragraph (3) of this Article shall be shared equally by the Contracting Parties.

9. Pend ng the submission to arbitration and thereafter until the arbitral tribunal publishes its award, the Contracting Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.

ARTICLE 20
REGISTRATION

This Agreement, its Annexes and all amendments thereto shall be registered with ICAO.

ARTICLE 21
MULTILATERAL AGREEMENTS

In the event of conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such convention or agreement.

ARTICLE 22
TERMINATION

This Agreement is concluded for an indefinite period of time.

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement. Such notice shall simultaneously be communicated to ICAO.

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 mutual 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 (14) working days after the date on which ICAO shall have received communication thereof.

ARTICLE 23
ENTRY INTO FORCE

This Agreement shall enter into force thirty (30) days after the Contracting Parties have notified to each other through the diplomatic channels the fulfilment of their constitutional formalities for such purpose.

In witness thereof, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement comprising twenty three (23) Articles and two (2) Annexes.

Done at Ankara this seventeenth day of December of two thousand and thirteen in duplicate, in the Turkish, Spanish and English languages. All texts are being equally authentic. In case of any divergence of implementation or interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY

Hayati YAZICI
Minister of Customs and Trade

FOR THE GOVERNMENT OF THE UNITED MEXICAN STATES

José Antonio MEADE KURIBREÑA
Secretary of Foreign Affairs

ANNEX I

ROUTE SCHEDULE

1. The airlines designated by the Republic of Turkey shall be entitled to operate air services in both directions as follows:

From	Intermediate Points	To	Beyond Points
Points in Turkey	Any point(s)	Points in the United Mexican States	Any point(s)

2. The airlines designated by the United Mexican States shall be entitled to operate air services in both directions as follows:

From	Intermediate Points	To	Beyond Points
Points in the United Mexican States	Any point(s)	Points in Turkey	Any point(s)

Notes:

1. Intermediate and beyond points may be omitted by the designated airline(s) on any or all flights at their discretion provided that such services on this route shall start and terminate in the territory of the Contracting Party designating the airline.

2. The designated airlines shall be allowed to exercise full 3rd and 4th freedom traffic rights.

3. The designated airlines may only exercise 5th freedom traffic rights when agreed upon and previously authorized by the aeronautical authorities of both Contracting Parties.

4. The designated airline(s) of both Contracting Parties shall submit for approval to the aeronautical authority of the other Contracting Party at least thirty (30) days prior to the inauguration of its services, the timetable of intended services, specifying the frequency, the type of aircraft, and period of validity. Minor schedule changes of temporary nature may be requested forty eight (48) hours in advance.

ANNEX II

CODE SHARING

1. The designated airline(s) of either Contracting Party may enter into marketing arrangements such as blocked space, code sharing or other commercial arrangements with:

   a) an airline or airlines of the same Contracting Party,
   b) an airline or airlines of other Contracting Party,
   c) an airline or airlines of a third country.

   provided that all airlines in the above arrangements hold the appropriate route and traffic rights ,and, in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each section of the service.

2. It is the common understanding of both Contracting Parties that code-share services are not counted against the frequency entitlement of the marketing carrier.

3. No service shall be held out by an airline of one Contracting Party for the carriage of local passengers between a point in the territory of the other Contracting Party and a point in a third State unless that airline has the necessary traffic rights to operate and carry traffic between those two points.