

ARTICLE I 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 been ratified by both Contracting Parties;
- b. the term "aeronautical authorities" means, in the case of the Republic of Turkey, the Ministry of Transport and Communications, any person or body authorized to perform any functions exercised by the said Minister, and in the case of the Democratic Socialist Republic of Sri Lanka the Minister in Charge of the subject of Civil Aviation or any person or body authorized to perform any functions exercised by the said Minister.
- c. the term "designated airlines" means any airlines which have been designated and authorized in accordance with Article 3 of this Agreement.
- d. the term "territory" has the meaning specified in Article 2 of the Convention;
- e. the terms "air services" "international air services", "airline" and "stop for non-traffic purposes" have the meanings specified in Article 96 of the Convention;
- f. the term "agreed services" and "specified routes" have the meaning, respectively of scheduled international air services and routes specified in the Annex to this Agreement
- g. 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 on a route or section of a route;
- h. the term "traffic" means passengers, baggage, cargo and mail;
- i. the term "tariff" means any fare, rate, charge or the prices to be paid for the carriage of passengers, baggage and/or cargo, excluding mail, in air transportation, including any other mode of transportation in connection therewith, charged by airlines including their agents and the conditions governing the availability of such fare, rate or charge;
- j. the term "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or

facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.

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 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. 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,
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 OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to designate in writing through diplomatic channels, 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 the airline or airlines designated the appropriate operating authorization.
3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is 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 of this Agreement, in any case where the Party is not satisfied that:

- a. substantial ownership and effective control of that airline are vested in the Party designating the airline or in its nationals: and/or
 - b. the designated airlines are in compliance with Article 7 (Aviation Safety) and Article 8 (Aviation Security) of this Agreement: and/or
 - c. The airline holds a current Air Operator's Certificate or a similar licence issued by the aeronautical authority of the party designating the airline.
5. When an airline has been so designated and authorized it may begin at any time to operate the agreed services, provided that schedules filed by the designated airline is approved by the aeronautical authorities of the Contracting Parties and tariffs established in accordance with the provisions of Article 11 of this Agreement are 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 of this Agreement by an airline 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 are vested in the Contracting Party designating the airline or in its nationals; or
 - b. in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting the rights; or
 - c. in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
 - d. if such airline does not hold a current Air Operator's Certificate or similar licence issued by the aeronautical authority of the Contracting Party designating the airline.
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 rights shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws and the regulations of a Contracting Party as to the admission to, sojourn in or departure from its territory of passengers, crew or cargo, including mail of

aircraft such as regulations relating to entry, clearance, immigration, aviation security, passports, customs, currency, health and quarantine, postal shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from, or while within the territory of that Contracting Party;

2. The laws and the regulations of a Contracting Party relating to the admission to or sojourn in or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft of the other Contracting Party while within its territory shall be applied;
3. The appropriate authorities of a Contracting Party shall have the right without unreasonable delays, to search aircraft of the other Contracting Party on landing or prior to departure and to inspect the certificates and the other documents as prescribed by the Convention.

ARTICLE 6 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 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 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 International Civil Aviation Organization, 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 (1) of this Agreement.

ARTICLE 7 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 (revocation, suspension and variation of operating authorizations).

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 authorized 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 the 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 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 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 Chicago 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 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 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 have arisen and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization 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.

ARTICLE 8 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 to which the Contracting Parties are 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 Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization 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, with minimum risk to life.

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 9 USER CHARGES

1. Each Contracting Party shall ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airline or airlines of the other Contracting Party are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.
2. Neither Contracting Party shall impose or permit to be imposed, on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own designated airline or airlines operating similar international air services using similar aircraft.
3. Each Contracting Party shall encourage consultations between charging authorities in its territory and the airlines using the services and facilities. Each Contracting Party shall also encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

ARTICLE 10 CAPACITY PROVISIONS

1. The designated airlines of each Contracting Party shall enjoy fair and equal opportunities to operate the agreed services in accordance with this Agreement.
2. In the operation of the agreed services, the capacity which may be provided by the designated airlines of each Contracting Party shall be such as is decided between the aeronautical authorities of the Contracting Parties before the commencement of such services by the airlines concerned and from time to time thereafter.
3. The capacity to be provided and the frequency of the services to be operated shall, 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 11 TARIFFS

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. Each Contracting Party may require notification or filing of tariffs proposed by the designated airline(s) of both Parties for carriage to or from its territory. Such notification or filing may be required not more than 30 days before the proposed date of introduction. In special cases, this period may be reduced.
3. 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 either Contracting Party or on the basis of reciprocity of the airline(s) of a third State for carriage between the territories of the Contracting Parties or between the territory of the other Contracting Party and that of a third State.
4. Approval of tariffs consequent upon the provisions of paragraph (3) above may be given expressly by either Contracting Party to the airline(s) filing the tariffs. Where either Contracting Party believes that a tariff falls within the categories described in paragraph (1) above, such Contracting Party shall give notice of dissatisfaction to the other Contracting Party as soon as possible and at least within 21 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 those procedures, the tariffs shall be considered approved.
5. Each Contracting Party may request consultation regarding any tariff of an airline of either Contracting 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 14 days after receipt of the request. The Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issues. If the Contracting Parties reach agreement with respect to a tariff for which notice of dissatisfaction has been given, each Contracting 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.

ARTICLE 12 FAIR COMPETITION

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to compete in operating the agreed services on the specified routes.
2. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations. Neither Contracting Party shall unilaterally restrict the operations of the designated airlines of either, except according to the terms of this Agreement or by such uniform conditions as may be contemplated by the Convention.
3. Neither Contracting Party shall allow its designated airline or airlines, 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 or excluding a competitor from a route.
4. The parties agree that the following airline practices 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, another airline or airlines; and
 - d. behavior indicating an abuse of dominant position on the route.
5. 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.

ARTICLE 13 EXEMPTION FROM CUSTOMS AND OTHER DUTIES AND TAXES

1. Aircraft operated 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 and lubricants (including hydraulic fluids), and aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight) carried on board, such aircraft shall be exempt from all customs duties, inspection fees, excise duties not based on the cost of services provided and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the

aircraft until such time 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 also shall be exempt from the same duties and taxes, in relation with carriage 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 the said Contracting Party and for use on board aircraft engaged in an international service of the Contracting Party.
 - b. spare parts (including engines) and regular airborne equipment entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline/s of the other Contracting Party;
 - c. Fuel and lubricants (including hydraulic fluids) destined to supply aircraft operated on international services by the 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 on board.
 - d. printed ticket stock, airway bills, any printed material bearing insignia of a designated airline of a Contracting Party and usual publicity material distributed without charge by that designated airline intended for use in the operation of international services until such time as they are re-exported.
 - e. Materials referred to in sub-paragraphs (a), (b) (c) and (d) above shall be subject to Customs supervision or control.
3. The regular airborne equipment, spare parts (including engines), aircraft stores and supplies of fuel 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 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. Passengers, baggage, cargo and mail 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 very simplified control except in respect of security measures against violence, air piracy and narcotics control. Such baggage, cargo and mail shall be exempt from customs duties, exercise duties and similar duties, fees and charges not based on the cost of services provided on arrival.

ARTICLE 14 REPRESENTATION

1. The designated airline or airlines of one Contracting Party shall be allowed on the basis of reciprocity to bring and maintain in the territory of the other Contracting Party their representatives and administrative, commercial, operational, technical and other specialist staff as required in connection with the operation of the agreed services, in accordance with the entry, residence and employment rules and regulations of the other Contracting Party.
2. These staff requirement 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 of any other organization, company or airline operating in the territory of the other Contracting Party and 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 15 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 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 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 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.

ARTICLE 16
PROVISION OF 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 airline 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
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 ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annexes thereto.
2. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement and the Annexes thereto, it may request consultations with the other Contracting Party. Such consultations, which may be between the aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request. Any amendments so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.
3. Amendments to the Route Schedule in the Annex may however be made by direct agreement between the aeronautical authorities of the Contracting Parties.

ARTICLE 18
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.

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, endeavor to settle it by negotiations.
2. If the Contracting Parties fail to reach a settlement by negotiations, 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 arbitrators, 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 Organization 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 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 have been 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 arbitrator tribunal shall be shared equally by the Contracting Parties.

ARTICLE 20 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 Organization.

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 Organization.

ARTICLE 21 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.

ARTICLE 22 REGISTRATION

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

**ARTICLE 23
ENTRY INTO FORCE**

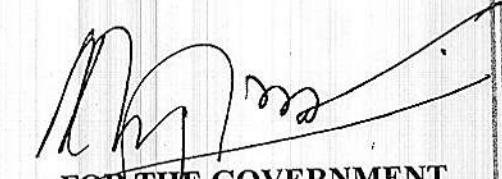
This Agreement shall enter into force on the date when the Contracting Parties notify each other, through diplomatic channels, that the respective requirements for the entry into force of this Agreement have been satisfied.

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

Done at ~~Ankara~~ this ~~second~~ day of ~~December~~ of the year ..~~2008~~.... in duplicate, in the English Language.



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



**FOR THE GOVERNMENT
OF THE DEMOCRATIC
SOCIALIST REPUBLIC OF
SRI LANKA**

**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 Points in Turkey	Intermediate Points Any points (*)	To Points in Sri Lanka	Beyond Points Any points (*)
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2. The airlines designated by The Democratic Socialist Republic of Sri Lanka shall be entitled to operate air services in both directions as follows :

From Points in Sri Lanka	Intermediate Points Any points (*)	To Points in Turkey	Beyond points Any points (*)
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Notes:

(*) Points on any of above routes may, at the option of the designated airline(s), 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.

(*) 5th freedom traffic rights may be agreed between the aeronautical authorities of both Contracting Parties.

**ANNEX II
APPROVAL OF FLIGHT SCHEDULES**

1. The designated airline(s) of each Contracting Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Contracting Party on each schedule period (summer and winter) 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 timetable, that airline must request prior permission from the aeronautical authorities of the other Contracting Party.
3. Such requests shall be submitted in accordance with national laws and regulations of the Contracting Parties. The same procedure shall be applied to any modification thereof.

**ANNEX III
CODE SHARING**

The designated airline(s) of either Contracting Party may, subject to applicable laws and regulations governing competition, 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 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;

in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service

provided that all airlines in the above arrangements hold the appropriate route and traffic rights.