

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE DIRECTORATE GENERAL OF CIVIL AVIATION  
OF THE MINISTRY OF TRANSPORT, MARITIME AFFAIRS AND  
COMMUNICATIONS  
OF THE REPUBLIC OF TURKEY**

**AND**

**THE KOREA OFFICE OF CIVIL AVIATION  
OF THE MINISTRY OF LAND, INFRASTRUCTURE AND TRANSPORT  
OF THE REPUBLIC OF KOREA**

**FOR THE PROMOTION OF CIVIL AVIATION SAFETY**

ky

rl

The Directorate General of Civil Aviation (DGCA) of the Ministry of Transport, Maritime Affairs and Communications of the Republic of Turkey and the Korea Office of Civil Aviation (KOCA) of the Ministry of Land, Infrastructure and Transport (MOLIT) of the Republic of Korea (hereinafter referred to as the “Sides”);

Considering the Annexes to the Convention on International Civil Aviation, signed at Chicago on 7 December 1944, to which the Republic of Korea and the Republic of Turkey are parties;

Desiring to promote aviation safety;

Noting their common concerns for the safe operation of civil aircraft;

Recognizing the emerging trend toward the multinational design, production, and interchange of aeronautical products;

Desiring to enhance cooperation and increase efficiency in matters relating to civil aviation safety;

Considering the possible reduction of the economic burden imposed on the aviation industry by redundant technical inspections, evaluations and testing; and

Recognizing the mutual benefit of improved procedures for the reciprocal acceptance of airworthiness approvals and aircraft maintenance facilities;

Have reached the following understanding:

**PARAGRAPH 1**  
**TERMS AND DEFINITIONS**

The following terms are used in this Memorandum of Understanding (MoU):

- a) "aeronautical product" means any civil aircraft, or aircraft engine, propeller, appliance, part or component intended to be a part of or used in an aircraft;
- b) "airworthiness approval" means the airworthiness certification, approval, or acceptance by one of the Sides of an aeronautical product to permit the operation or use of the product under the laws, regulations, standards and requirements of the issuing Side;
- c) "airworthiness requirements" means all the requirements governing the design, performance, materials, workmanship, manufacture or change of aeronautical products as prescribed by the Importing Side to enable it to determine whether the design, manufacture and condition of these products comply with the laws, regulations standards and requirements of the importing State concerning airworthiness;
- d) "alterations and/or modifications" means making changes to the design, construction, configuration, performance or operating limitations of the affected aeronautical product;
- e) "appliance" means any instrument, equipment, mechanism, component, part, apparatus, appurtenance or accessory, including communications and avionics equipment that is used or intended to be used in operating or controlling an aircraft in flight and is installed in or attached to the aircraft;
- f) "approval of flight operations" means the acceptance of an entity providing commercial air transportation of passengers or cargo by means of technical inspections and evaluations conducted by one of the Sides, using requirements jointly determined between the Sides, or a finding that it complies with those requirements;
- g) "crew member" means a person assigned to perform duties on an aircraft during flight time;
- h) "design" means the description of all characteristics of an aeronautical product, including its design, manufacture, airworthiness limitations and instructions for continued airworthiness, which determine its airworthiness characteristics. When the design relates only to an aircraft, aircraft engine, or propeller, the term "type design" is used in place of "design";
- i) "design approval" means the certification, approval or acceptance of the design of an aeronautical product, by or on behalf of one of the

Sides. When the design approval relates only to an aircraft, aircraft engine or propeller, the term “type design approval” is used in place of “design approval”;

- j) “Exporting Side” means the Side exporting an aeronautical product under the provisions of this MoU;
- k) “Importing Side” means the Side importing an aeronautical product under the provisions of this MoU;
- l) “Implementation Procedures” has the meaning given to it by Paragraph 3 of this MoU;
- m) “maintenance” means any task required to ensure, or that could affect, the continuing airworthiness of an aircraft or aeronautical product, including any one or combination of the overhaul, repair, inspection, replacement of an aeronautical product, modification or defect rectification; and
- n) “monitoring” means the periodic surveillance performed by each Side to determine continuing compliance with appropriate requirements.

## **PARAGRAPH 2 PURPOSES**

- 1. The purposes of closer cooperation between the Sides under this MoU include, but are not limited to:
  - a) facilitate acceptance by each Side of the other Side’s airworthiness approvals of aeronautical products for which the Exporting Side is responsible for the airworthiness;
  - b) facilitate acceptance by each Side of the other Side’s approvals and monitoring of maintenance facilities and alteration and/or modification facilities;
  - c) facilitate acceptance by each Side of the other Side’s approvals and monitoring of aircraft maintenance engineer licenses and training facilities;
  - d) provide for cooperation in sustaining an equivalent level of safety objectives with respect to aviation safety;
  - e) provide for cooperation and assistance on continuing airworthiness of in-service aeronautical products;
  - f) provide for cooperation, assistance and exchange of information regarding safety laws, regulations, standards, requirements and certification systems; and
  - g) provide for cooperation in providing technical evaluations and assistance as well as exchanging experts and auditors.

This MoU is a document which embodies the understandings of the Sides and does not create any legally binding rights or obligations. This MoU is subject to the applicable laws, regulations and policies of the Republic of Turkey and the Republic of Korea.

**PARAGRAPH 3**  
**TECHNICAL ASSESSMENT AND COOPERATION**

1. The Sides will conduct technical assessments and work cooperatively to develop an understanding of each other's laws, regulations, standards, requirements and systems in areas including, but not limited to:
  - a) airworthiness approvals of aeronautical products;
  - b) approval and monitoring of maintenance facilities; and
  - c) any other matters that may be jointly determined by the Sides.
  
2. When the Sides decide that it is acceptable to permit the reciprocal recognition of findings of compliance made by one Side for the other Side to the jointly determined requirements, the Sides will execute written Implementation Procedures describing the methods by which such reciprocal acceptance will be made with respect to that technical specialty.
  
3. Any such Implementation Procedures will be annexed to this MOU and will form an integral part of the MoU. The Implementation Procedures will remain subject to the MoU.
  
4. The Implementation Procedures will include at a minimum, as appropriate:
  - a) definitions;
  - b) a description of the scope of the particular area of civil aviation to be addressed;
  - c) provisions for the reciprocal acceptance of the actions of each Side, such as test witnessing, inspections, qualifications, approvals and certifications, by the other Side;
  - d) accountabilities of the Sides;
  - e) provisions for mutual cooperation and technical assistance;
  - f) provisions for periodic evaluations of the working relationship between the Sides; and

- g) signatures on behalf of the Sides by the persons responsible for the particular area of civil aviation to be addressed by the Implementation Procedures.

**PARAGRAPH 4  
EXPENSES**

Neither Side will fund any approval activities carried out under this MoU. Any expense is assumed to be the responsibility of the applicant, subject to the domestic laws and regulations applicable to each Side.

**PARAGRAPH 5  
TECHNICAL INTERPRETATION**

In the case of conflicting interpretations of the airworthiness requirements or design-related operational requirements prescribed by the Importing Side pertaining to certifications, approvals or acceptances under this MoU, and after having exhaustively discussed all technical subjects, the interpretation of the Importing Side will prevail.

**PARAGRAPH 6  
LANGUAGE**

Correspondence and documentation will be prepared and submitted in the English language unless otherwise jointly decided by the Sides.

**PARAGRAPH 7  
DISPUTE RESOLUTION**

Any disagreement regarding the interpretation or application of this MoU or any of its Implementation Procedures will be resolved by consultation between the Head of the Airworthiness Department of the DGCA and the Director of the Airworthiness Division of KOCA. If they fail to resolve the disagreement, the dispute will be referred to the Director General of the DGCA and the Deputy-Minister of KOCA of MOLIT for final resolution.

**PARAGRAPH 8  
IMPLEMENTATION**

This MoU will be implemented in accordance with procedures and conditions jointly determined by the Sides and set out by their respective offices in Implementation Procedures and/or specific arrangements. The procedures and conditions will be within the basis and scope of this MoU and in particular, will be in accordance with Paragraph 3 therein.

**PARAGRAPH 9  
AMENDMENT**

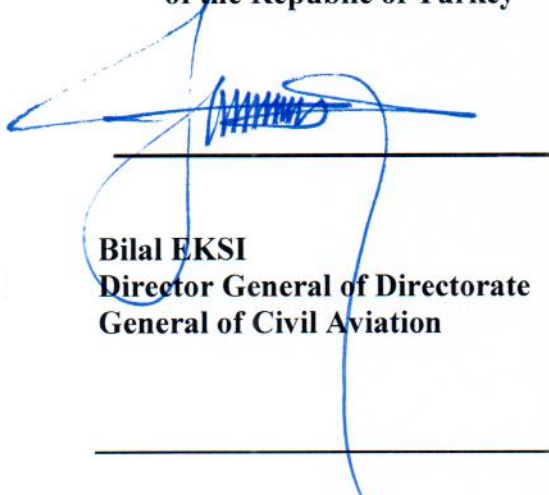
This MoU may be amended through an exchange of official letters by the Sides. Implementation Procedures on specific matters may be added as an annex to this MoU with the mutual consent of the Sides and consistent with the provisions of Paragraph 3.

**PARAGRAPH 10  
ENTRY INTO EFFECT AND TERMINATION**

1. This MoU, and any amendment thereto, will come into effect upon the date of signature by the Sides and will remain in effect until revised by mutual consent of the Sides or terminated by one of the Sides. Either Side may terminate this MoU by giving the other Side sixty (60) days' notice in writing or some other timeframe as may be jointly decided upon by the Sides. Such termination will also terminate all existing Implementation Procedures and/or specific arrangements executed in accordance with this MoU.
2. Any ongoing programs, activities or projects will be completed regardless of such termination under subparagraph of this Paragraph, unless the Sides jointly determine otherwise.

Signed in duplicate at ANKARA / TURKEY , on 15 December 2014  
both texts having equal validity.

**For the Directorate General of  
Civil Aviation  
of the Republic of Turkey**

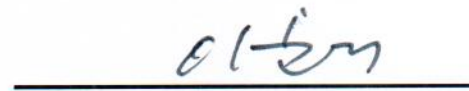


---

**Bilal EKSI  
Director General of Directorate  
General of Civil Aviation**

---

**For the Korea Office of Civil Aviation  
of the Ministry of Land, Infrastructure  
and Transport  
of the Republic of Korea**



---

**Mun-Ki LEE  
Acting Deputy Minister for  
Civil Aviation**

---

15

15