

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DIRECTORATE GENERAL OF CIVIL AVIATION OF**  
**TURKEY**  
**AND**  
**STATE AVIATION ADMINISTRATION OF UKRAINE**  
**FOR PROMOTION OF CIVIL AVIATION SAFETY**

The Directorate General of Civil Aviation (DGCA), legally assigned as the Civil Aviation Authority in the Republic of Turkey and the State Aviation Administration of Ukraine (SAAU), legally assigned as the Civil Aviation Authority in the Ukraine, referred in this document, hereinafter referred as the “Parties”:

- considering the Convention on International Civil Aviation, as signed at Chicago on 7 December 1944, parties of which are the Republic of Turkey and Ukraine;
- desiring to promote aviation safety and environmental quality;
- noting common concerns for the safe operation of civil aircraft;
- recognizing the emerging trend towards multinational design, production, and interchange of civil aeronautical products;
- desiring to enhance cooperation and increase efficiency in matters relating to civil aviation safety on the basis of equality, reciprocity and mutual benefit as described hereafter and within the limitations of the applicable legislation of each Party;
- 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 procedures for the reciprocal acceptance of airworthiness approvals, environmental testing or approvals, flight simulators monitoring and approvals, aircraft maintenance facilities approvals, maintenance personnel approvals and airmen approvals;

have reached the following understanding:

## ARTICLE I

For the purpose of this Memorandum of Understanding (hereinafter referred to as the "MoU"), the Parties have agreed:

1. to facilitate acceptance by each Party of the other Party's airworthiness approvals and environmental testing and approval of civil aeronautical products for which the Exporting Party's is the *Primary Civil Aviation Authority* of the organization responsible for the type design;
2. to facilitate acceptance by each Party of the other Party's approvals and monitoring of maintenance facilities and alteration and/or modification facilities;
3. to facilitate acceptance by each Party of the other Party's approvals and monitoring of aircraft maintenance engineer licenses and training facilities;
4. to provide for cooperation and assistance on initial airworthiness and continuing airworthiness of in-service civil aeronautical products, including to perform activities on behalf of each other upon request;
5. to provide for cooperation, assistance and exchange of information and data regarding aeronautical technical subjects of common interest and establishment of channels for the exchange of information as appropriate;
6. to provide for familiarization of each other's organizational structures, statutes, regulations, methods and procedures;
7. to provide for exchange of visits between civil aviation specialists and delegations, and participation in civil aviation seminars as well as in the civil aviation work of the other Party;
8. to provide for special arrangements for training and other technical civil aviation assistance; and
9. to provide for other forms of civil aviation safety cooperation when mutually agreed.

## ARTICLE II

The following definitions for terms are used in this MoU:

1. *Airmen* means pilots, flight engineers, flight radio operators, flight navigators and flight attendants.

2. *Airworthiness Approval* means granting an airworthiness certificate, approval or acceptance, as appropriate, based on a finding that the *type* design or change to a *type* design of a civil aeronautical product meets standards agreed between the Parties or that a civil aeronautical product conforms to a *approved type* design that has been found to meet those standards, and is in a condition for safe operation.
3. *Airworthiness Criteria* means all the criteria governing the design, performance, materials, workmanship, manufacture or modification of civil aeronautical products, as prescribed by the Importing Party, to enable it to find that the design, manufacture and condition of these civil aeronautical products comply with the laws, regulations, standards, and requirements of the Importing Party concerning airworthiness. This includes airworthiness requirements, their interpretations and means of compliance.
4. *Applicant* means any natural or legal person who applies to the State Aviation Service or the DGCA for obtaining appropriate approval or service.
5. *Civil Aeronautical Product* means any civil aircraft, aircraft engine or propeller; subassembly, appliance, material, part or component to be installed thereon, new or used.
6. *Design-Related Operational Requirements* means the operational or environmental requirements affecting either the design features of the civil aeronautical product or data on the design relating to the operation of this product that make it eligible for a particular kind of operation in the Republic of Turkey or in the Ukraine.
7. *Environmental Approval* means a finding that a civil aeronautical product complies with standards applied by each Party concerning aircraft noise and/or aircraft engine emissions.
8. *Environmental Criteria* means the criteria governing the design, performance, materials, workmanship, manufacture or modification of civil aeronautical products, as prescribed by the Importing Party to enable it to find that these civil aeronautical products comply with its laws, regulations, standards and requirements concerning aircraft noise and aircraft engine emissions abatement. This includes environmental requirements, their interpretations and means of compliance.
9. *Environmental Testing* means a process by which a civil aeronautical product is evaluated for compliance with the standards applied by each Party concerning aircraft noise and/or aircraft engine emissions, using procedures agreed between the Parties.

10. *Exporting Party* means the SAAU, in the case of a civil aeronautical product exported from the Ukraine to the Republic of Turkey; and means the DGCA, in the case of a civil aeronautical product exported from the Republic of Turkey to the Ukraine.
11. *Flight Simulators Qualification Evaluations* means the process by which a flight simulator is assessed by comparison to the aircraft it simulates, in accordance with standards agreed between the Parties, or the finding that it complies with those standards.
12. *Importing Party* means the DGCA, in the case of a civil aeronautical product exported from the Ukraine to the Republic of Turkey; and means the SAAU, in the case of a civil aeronautical product exported from the Republic of Turkey to the Ukraine.
13. *Type Design* means the description of all characteristics of a civil aeronautical product, including its design, manufacture, limitations and continuing airworthiness instructions, which determine its airworthiness and environmental protection characteristics.

### ARTICLE III

When the Parties agree to find it necessary, they will work cooperatively to develop an understanding of each other's systems, including standards, rules, practices and procedures, in the following areas, but not restricted to:

1. airworthiness approvals of civil aeronautical products;
2. environmental approvals and environmental testing;
3. maintenance facilities, alteration or modification facilities approval;
4. maintenance personnel and airmen approval; and
5. qualification evaluation of flight simulators.

### ARTICLE IV

When necessary, the specific terms and conditions for such cooperative program will be established through Implementation Procedures between the Parties that will include, "inter alia", as appropriate, the nature and scope of the program, and the individual and joint responsibilities of Parties, along with their particular liabilities. Implementation Procedures will take the title according the scope of them, like Implementation Procedure of Airworthiness – IPA, Implementation Procedure of Maintenance – IPM, etc.

## **ARTICLE V**

Government budget will not be considered to cover any approval activities agreed upon this MoU for both Parties. Any expense is supposed to be supported by the applicant.

## **ARTICLE VI**

Neither Party may release information marked classified as proprietary data by the providing part to third parties without consent of the other Party.

## **ARTICLE VII**

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

## **ARTICLE VIII**

Correspondence and documentation will be prepared and submitted in the English language unless otherwise specified by the Parties by mutual agreement.

## **ARTICLE IX**

This MoU should be implemented in accordance with procedures and conditions agreed by the Parties and set out by their respective Branches. The procedures and conditions shall be within the basis and scope of the MoU.

When the Parties agree that the standards, rules, practices, procedures, and systems of both Authorized Authorities in one of the technical specialties listed in Article III of this document permit acceptance of findings of compliance made by one Party for the other Party to the agreed-upon standards, the Parties may execute written Implementation Procedures describing the methods by which such reciprocal acceptance shall be made with respect to that technical specialty.

Each Party will designate the appropriate Branches as its executive agent(s) to implement this MoU.

## ARTICLE X

This MoU may be terminated by each Party at any time by giving to the other Party a written notification. In this case, the MoU will be terminated 60 days after the date of the receipt of the notification. The termination of this MoU will not affect the activities and projects already in progress or executed.

However, each Party will continue to perform the obligations stated in the Section 4.2 of the Annex 8 of the Convention on International Civil Aviation, as signed by the Republic of Turkey and the Ukraine concerning continuing airworthiness, for as long as any civil aeronautical product imported from the Exporting Party's country is operated in the Importing Party's country.

This MoU may be amended by mutual written consent of the Parties at any time. The amendments will become effective with the same procedure prescribed for this MoU's entry into effect.

Done in Istanbul, Turkey, on 10<sup>th</sup> of June 2019 in three original copies, each in Turkish, Ukrainian and English languages, three texts being equally authentic. In case of dispute the English version shall prevail.

FOR THE DIRECTORATE  
GENERAL OF CIVIL  
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REPUBLIC OF TURKEY



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