

10 U.S.T. 1990

TURKEY

Surplus Property: Sale of Excess Military Property

TIAS 4366

10 U.S.T. 1990

October 6, 1959; November 13, 1959, Date-Signed

November 13, 1959, Date-In-Force

STATUS:

[*1] Agreement effected by exchange of notes
Signed at Ankara October 6 and November 13, 1959;
Entered into force November 13, 1959.

[NO LONG-TITLE IN ORIGINAL]

TEXT:

The Turkish Minister of Foreign Affairs to the American Ambassador

TURKIYE CUMHURİYETİ HARİCIYE VEKALETİ n1

-----Footnotes-----

n1 Republic of Turkey

Ministry of Foreign Affairs

-----End Footnotes-----

7828 ANKARA, October 6, 1959

EXCELLENCY:

I have the honor to refer to the discussions held between the representatives of our two Governments concerning the procedure to be applied for the sale of excess and/or scrap property in Turkey by the United States. I attach a copy of the procedure prepared during the course of these discussions and agreed to by those representatives.

It is understood that, once the United States has offered excess and/or scrap property to Maden Hurdaciligi T. A. Sirketi in accordance with paragraph 1 of the procedure and no mutual agreement has been reached, the provisions of paragraph 5 of the procedure are meant to include the right to sell the

excess or scrap in [*2] Turkey to a non-Turkish buyer for export from Turkey without the United States or the buyer being subject to customs duties, taxes or other restrictions by the Government of Turkey.

I am now instructed to inform you that the enclosed procedure has been agreed to by the Government of Turkey and I would appreciate it if you would confirm that it is also agreeable to your Government. Upon receipt of such confirmation, my Government will consider that this procedure shall govern the sale of excess and/or scrap property in Turkey, by the United States.

I avail myself of this opportunity to renew to Your Excellency, the assurances of my highest consideration.

[Procedure]

The following procedure shall be applied to the sale in Turkey by the United States Government of the excess property including scrap owned by the United States military agencies in Turkey and such property returned to them by the Turkish Ministry of National Defense in accordance with the agreement dated 26 May 1955. n1

-----Footnotes-----

n1 TIAS 3275; 6 UST 2071.

-----End Footnotes-----

1- Units [*3] of the United States military agencies, when intending to dispose by sale of excess property located in Turkey shall submit a list of such property to the Turkish North Atlantic Treaty Central Council not less than 30 days in advance of the proposed disposal sale. The latter agency shall convey this proposal to the Maden Hurdaciligi T. A. Sirketi (hereinafter referred to as the Company) and, if the said Company decides to purchase such property at such prices and terms as may be mutually agreed upon, the Turkish North Atlantic Treaty Central Council shall notify the United States authorities and the Turkish Ministry of Finance and the Ministry of Customs and Monopolies.

2- The United States military agencies agree not to deliver property purchased by the Company prior to the presentation of valid documents by the Company to the effect that customs duties and other taxes required by Turkish law have been paid, and that the prices have been found suitable by the price Registration Organization for imported goods. The United States Government or its agencies shall not be responsible for the payment of Turkish duties or taxes.

The Maden Hurdaciligi T. A. Sirketi shall notify the NATO [*4] Central Council of the conclusion of the transaction.

3- The Company will not dispose of property covered under this Agreement for delivery, either directly or indirectly, to Sino-Soviet Bloc countries. Sales of such property to non-government purchasers shall be made only when, in so far as is known, the purchasers have not been involved in improper East-West trade, and the purchasers agree, through contracts binding upon such purchasers and sub-purchasers, that neither purchasers nor the sub-purchasers will export the property directly or indirectly to the Sino-Soviet Bloc countries in Europe or Asia.

4- In no event shall any of the said material be sold by the Company without a condition forbidding its

importation into the United States unless the Secretary of Agriculture of the United States (in the case of any agricultural commodity, food, cotton, or woolen goods) or the Secretary of Commerce of the United States (in the case of any other property) determines that the importation of such property would relieve United States domestic shortages or otherwise be beneficial to the economy of the United States.

5- In the absence of mutual agreement having been reached between [*5] the respective representatives of the United States military agencies and the Company at the expiration of 30 days after the transmission of the property lists, as referred to in paragraph 1 hereof, the Turkish Ministry of Finance will give the necessary permission to the U.S. authorities for the reexportation of the subject material without being subject to customs duties, taxes, or other restrictions by the Government of Turkey.

6- Turkish currency derived from such sales shall be exclusively and freely used for any and all United States Government expenditures in Turkey.

7- This agreement shall enter into effect immediately and shall continue in effect until 60 days after either government shall give notice to the other of its desire to terminate or re-negotiate it. It may be amended at any time by mutual agreement.

The American Ambassador to the Turkish Minister of Foreign Affairs

No. 990 NOVEMBER 13, 1959

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note No. 7828 of October 6, 1959, which reads as follows:

"Excellency:

I have the honor to refer to the discussions held between the representatives of our two Governments concerning the procedure [*6] to be applied for the sale of excess and/or scrap property in Turkey by the United States. I attach a copy of the procedure prepared during the course of these discussions and agreed to by those representatives.

It is understood that, once the United States has offered excess and/or scrap property to Maden Hurdaciligi T. A. Sirketi in accordance with paragraph 1 of the procedure and no mutual agreement has been reached, the provisions of paragraph 5 of the procedure are meant to include the right to sell the excess or scrap in Turkey to a non-Turkish buyer for export from Turkey without the United States or the buyer being subject to customs duties, taxes or other restrictions by the Government of Turkey.

I am now instructed to inform you that the enclosed procedure has been agreed to by the Government of Turkey and I would appreciate it if you would confirm that it is also agreeable to your Government. Upon receipt of such confirmation, my Government will consider that this procedure shall govern the sale of excess and/or scrap property in

Turkey, by the United States.

I avail myself of this opportunity to renew to Your Excellency, the assurances of my highest consideration.

/s/ [*7] FATIN RUSTU ZORLU

The following procedure shall be applied to the sale in Turkey by the United States Government of the excess property including scrap owned by the United States military agencies in Turkey and such property returned to them by the Turkish Ministry of National Defense in accordance with the agreement dated 26 May 1955.

1- Units of the United States military agencies, when intending to dispose by sale of excess property located in Turkey shall submit a list of such property to the Turkish North Atlantic Treaty Central Council not less than 30 days in advance of the proposed disposal sale. The latter agency shall convey this proposal to the Maden Hurdaciligi T. A. Sirketi (hereinafter referred to as the Company) and, if the said Company decides to purchase such property at such prices and terms as may be mutually agreed upon, the Turkish North Atlantic Treaty Central Council shall notify the United States authorities and the Turkish Ministry of Finance and the Ministry of Customs and Monopolies.

2- The United States military agencies agree not to deliver property purchased by the Company prior to the presentation of valid documents by the Company to the effect that [*8] customs duties and other taxes required by Turkish law have been paid, and that the prices have been found suitable by the price Registration Organization for imported goods. The United States Government or its agencies shall not be responsible for the payment of Turkish duties or taxes.

The Maden Hurdaciligi T. A. Sirketi shall notify the NATO Central Council of the conclusion of the transaction.

3- The Company will not dispose of property covered under this Agreement for delivery, either directly or indirectly, to Sino-Soviet Bloc countries. Sales of such property to non-government purchasers shall be made only when, in so far as is known, the purchasers have not been involved in improper East-West trade, and the purchasers agree, through contracts binding upon such purchasers and sub-purchasers, that neither purchasers nor the subpurchasers will export the property directly or indirectly to the Sino-Soviet Bloc countries in Europe or Asia.

4- In no event shall any of the said material be sold by the Company without a condition forbidding its importation into the United States unless the Secretary of Agriculture of the United States (in the case of any agricultural commodity, [*9] food, cotton, or woolen goods) or the Secretary of Commerce of the United States (in the case of any other property) determines that the importation of such property would relieve United States domestic shortages or otherwise be beneficial to the economy of the United States.

5- In the absence of mutual agreement having been reached between the respective

representatives of the United States military agencies and the Company at the expiration of 30 days after the transmission of the property lists, as referred to in paragraph 1 hereof, the Turkish Ministry of Finance will give the necessary permission to the U.S. authorities for the reexportation of the subject material without being subject to customs duties, taxes, or other restrictions by the Government of Turkey.

6- Turkish currency derived from such sales shall be exclusively and freely used for any and all United States Government expenditures in Turkey.

7- This agreement shall enter into effect immediately and shall continue in effect until 60 days after either government shall give notice to the other of its desire to terminate or re-negotiate it. It may be amended at any time by mutual agreement."

In reply, I have [*10] the honor to inform you that the Government of the United States of America accepts the above proposals and agrees that your Note, together with this reply, shall constitute an Agreement between the two Governments which shall take effect this day.

Accept, Excellency, the renewed assurances of my highest consideration.

SIGNATORIES:

FATIN RUSTU ZORLU

H. E. FLETCHER WARREN

Ambassador of the United States of America, Ankara.

FLETCHER WARREN

His Excellency,

FATIN RUSTU ZORLU,

Minister of Foreign Affairs, Ankara.