

11 U.S.T. 1322

TURKEY

Defense: Weapons Production Program

TIAS 4465

11 U.S.T. 1322

March 2, 1960, Date-Signed

March 2, 1960, Date-In-Force

STATUS:

[*1] Agreement effected by exchange of notes
Signed at Ankara March 2, 1960;
Entered into force March 2, 1960.

[NO LONG-TITLE IN ORIGINAL]

TEXT:

The American Ambassador to the Turkish Minister of Foreign Affairs

No. 1446

MARCH 2, 1960

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a Weapons Production Program, the purpose of which is to increase the capacity of North Atlantic Treaty Organization countries, jointly and severally, to produce, maintain, repair, and overhaul equipment and materials needed for their mutual defense.

As a result of these discussions the following understandings were reached:

1. The Government of the United States of America will furnish under the Weapons Production Program to the Government of Turkey such equipment, materials, services, and information as may be mutually arranged in accordance with paragraph 8 hereof, to assist in the production, maintenance, repair, and overhaul of equipment and materials needed for the common defense.
2. The assistance furnished by the Government of the United States of America under this program will be made available in accordance with the terms and conditions [*2] of the Agreement on Aid to Turkey signed on July 12, 1947, n1 the Agreement between our two Governments effected by an exchange of notes signed on January 7, 1952, n2 and agreements amendatory and supplementary thereto.

-----Footnotes-----

n1 TIAS 1629; 61 Stat., pt. 3, p. 2953.

n2 TIAS 2621; 3 UST, pt. 4, p. 4660.

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

3. The Weapons Production Program shall be carried on through mutually agreed projects, which may include projects carried on solely by Turkey as well as joint projects of coordinated production. Such joint projects may include those in which NATO countries carry out the project work through the North Atlantic Treaty Organization, including subsidiary bodies of the North Atlantic Council. Accordingly, assistance furnished by the Government of the United States of America under this agreement may, at the request of the Government of Turkey, be furnished to the North Atlantic Treaty Organization or such a subsidiary body. The undertakings of the Government of Turkey set forth in this agreement will extend to the participation [*3] of Turkey in all joint projects, as well as to projects carried out exclusively by the Government of Turkey.

4. a. The Government of Turkey, in connection with assistance intended to create or expand facilities under this program, will:

(1) Maintain or cause to be maintained those facilities which the Government of the United States of America has assisted to establish or expand so that they will be in a condition properly to produce, maintain, repair, and overhaul equipment and materials, when they may be required. Pending such time, such additional facilities and equipment furnished by the Government of the United States of America may be used for other purposes to be agreed upon by appropriate representatives of the two Governments, provided, that such use will not interfere with the ready availability of such facilities for use for the purpose for which they were established or expanded.

(2) Furnish all of the land, buildings, equipment, materials, and services required for such additional facilities, except for the equipment, materials, services, and information to be furnished either by the Government of the United States of America or by other governments participating in joint [*4] projects, and take whatever measures are required to establish or expand such facilities in good operating order.

(3) Use its best efforts to maintain or cause to be maintained in usable condition a total capacity of facilities for the production or fabrication, for military purposes, of equipment and materials of the same type as those which may be produced or fabricated in a facility established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in Turkey under public or private ownership on the date of the conclusion of the project arrangements for such a corresponding facility, and those established or expanded with United States assistance.

(4) Maintain or cause to be maintained in usable condition a total capacity of facilities for the maintenance, repair, or overhaul of military equipment or materiel of the same type of those established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, [*5] those already programmed for construction in Turkey, under public ownership on the date of the conclusion of the project arrangement for such a corresponding facility, and those established or expanded with

United States assistance.

b. The undertakings of this paragraph with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense, or impracticable, the Government of Turkey may, after consultation with the Government of the United States of America, modify those undertakings to accord with these changed conditions.

5. The Government of Turkey also will:

a. Sell the products and services resulting from this program to other NATO nations at fair and reasonable prices, and shall not discriminate among such nations in terms of the price charged for, or the quality of, such products or services, the time within which such products or services are delivered and performed, or in any other manner.

b. Sell the products and services resulting from this program to non-NATO nations only in such cases as may be mutually agreed upon.

c. Exclude as an element [*6] of the price of the products and services sold any charge which is attributable in any way to the initial cost of equipment, materials, or services furnished by the Government of the United States of America.

d. Permit the importation and exportation free from customs duties, taxes, or other similar charges of equipment and materials sent to Turkey for production, maintenance, repair, or overhaul in any facility expanded or established with United States assistance, and permit the exportation free from customs duties, taxes, or other similar charges of the products and services of such facilities sold to other nations in accordance with the provisions of this note.

6. Agreement of our two Governments shall be a prerequisite to the sale or transfer to any other nation by Turkey of the following:

a. Items produced under this program to which the Government of the United States of America has contributed, either directly or indirectly, classified information essential to their manufacture, use or maintenance;

b. Any classified information of United States origin furnished in connection with the production, maintenance, repair, overhaul, or use of items produced under this program.

7. [*7] The Government of Turkey will furnish without cost to the Government of the United States of America for defense purposes technical information (proprietary or other) utilized or developed in the production, maintenance, repair, overhaul, or development of military items under this program, and will grant to the Government of the United States of America for defense purposes a royalty-free license on inventions, improvements, and discoveries made in connection with the work carried out under this program, to the extent to which, and subject to the conditions under which, the Government of Turkey has the right so to do without the payment of royalties or other compensation to others. The Government of Turkey undertakes that, in entering into contracts subsequent to the effective date of this agreement for the production, maintenance, repair, overhaul, or development of military items under this program, it will obtain for the Government of the United States of America rights to technical

information (proprietary or other) and to inventions, improvements and discoveries equal to those obtained under such contracts by the Government of Turkey for itself.

8. In carrying out this program, [*8] our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by each Government, the description and purpose of the facilities to be established, appropriate security arrangements, and other appropriate details. Joint projects may be covered by supplementary arrangements entered into between the Government of the United States of America and the North Atlantic Treaty Organization, including subsidiary bodies of the North Atlantic Council.

9. The Agreement effected by an exchange of notes signed on April 25, 1955, and concerning a special program of facilities assistance n1 is hereby terminated. However, individual project arrangements executed prior to the effective date of this agreement shall continue in full force and effect subject to the provisions of this agreement.

-----Footnotes-----

n1 TIAS 3243; 6 UST 1031.

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

I have the honor to propose that if these understandings [*9] meet with the approval of the Government of Turkey, the present note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments, superseding, except as provided in paragraph 9 of this note, the Agreement concerning a special program of facilities assistance effected by an exchange of notes signed on April 25, 1955, and entering into force on the date of Your Excellency's reply.

Please accept, Excellency, the renewed assurances of my highest consideration.

The Turkish Minister of Foreign Affairs to the American Ambassador

TURKIYE CUMHURİYETİ
HARİCİYE VEKALETİ n1

-----Footnotes-----

n1 Republic of Turkey

Ministry of Foreign Affairs

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

No: 1666

ANKARA, *March 2, 1960*

EXCELLENCY:

I have the honor to refer to your Excellency's note of today's No. 1446 and which reads as follows:

"Excellency:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a Weapons Production Program, the purpose of which is to increase the capacity [*10] of North Atlantic Treaty Organization countries, jointly and severally, to produce, maintain, repair, and overhaul equipment and materials needed for their mutual defense.

As a result of these discussions the following understandings were reached:

- 1- The Government of the United States of America will furnish under the Weapons Production Program to the Government of Turkey such equipment, materials, services, and information as may be mutually arranged in accordance with paragraph 8 hereof, to assist in the production, maintenance, repair, and overhaul of equipment and materials needed for the common defense.
2. The assistance furnished by the Government of the United States of America under this program will be made available in accordance with the terms and conditions of the Agreement on Aid to Turkey signed on July 12, 1947, the Agreement between our two Governments effected by an exchange of notes signed on January 7, 1952, and agreements amendatory and supplementary thereto.
3. The Weapons Production Program shall be carried on through mutually agreed projects, which may include projects carried on solely by Turkey as well as joint projects of coordinated production. Such [*11] joint projects may include those in which NATO countries carry out the project work through the North Atlantic Treaty Organisation, including subsidiary bodies of the North Atlantic Council. Accordingly, assistance furnished by the Government of the United States of America under this agreement may, at the request of the Government of Turkey, be furnished to the North Atlantic Treaty Organisation or such a subsidiary body. The undertakings of the Government of Turkey set forth in this agreement will extend to the participation of Turkey in all joint projects, as well as to projects carried out exclusively by the Government of Turkey.
4. a) The Government of Turkey, in connection with assistance intended to create or expand facilities under this program, will:
 - (1) Maintain or cause to be maintained those facilities which the Government of the United States of America has assisted to establish or expand so that they will be in a condition properly to produce, maintain, repair, and overhaul equipment and materials, when they may be required. Pending such time, such additional facilities and equipment furnished by the Government of the United States of America may be used for other [*12] purposes to be agreed upon by appropriate representatives of the two Governments, provided, that such use will not interfere with the ready availability of such facilities for use for the purpose for which they were established or expanded.
 - (2) Furnish all of the land, buildings, equipment, materials, and services required for such additional facilities, except for the equipment, materials, services, and information to be furnished either by the Government of the United States of America or by other governments participating in joint projects, and take whatever measures are required to establish or expand such facilities in good operating order.

(3) Use its best efforts to maintain or cause to be maintained in usable condition a total capacity of facilities for the production or fabrication, for military purposes, of equipment and materials of the same type as those which may be produced or fabricated in a facility established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in Turkey under public or private ownership [*13] on the date of the conclusion of the project arrangements for such a corresponding facility, and those established or expanded with United States assistance.

(4) Maintain or cause to be maintained in usable condition a total capacity of facilities for the maintenance, repair, or overhaul of military equipment or material of the same type of those established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in Turkey, under public ownership on the date of the conclusion of the project arrangement for such a corresponding facility, and those established or expanded with United States assistance.

b) The undertakings in this paragraph with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense, or impracticable, the Government of Turkey may, after consultation with the Government of the United States of America, modify those undertakings to accord with these changed conditions.

[*14]

5. The Government of Turkey also will:

a) Sell the products and services resulting from this program to other NATO nations at fair and reasonable prices, and shall not discriminate among such nations in terms of the price charged for, or the quality of, such products or services, the time within which such products or services are delivered and performed, or in any other manner.

b) Sell the products and services resulting from this program to non-NATO nations only in such cases as may be mutually agreed upon.

c) Exclude as an element of the price of the products and services sold any charge which is attributable in any way to the initial cost of equipment, materials, or services furnished by the Government of the United States of America.

d) Permit the importation and exportation free from customs duties, taxes, or other similar charges of equipment and materials sent to Turkey for production, maintenance, repair, or overhaul in any facility expanded or established with United States assistance, and permit the exportation free from customs duties, taxes, or other similar charges of the products and services of such facilities sold to other nations in accordance with the provisions [*15] of this note.

6. Agreement of our two Governments shall be a prerequisite to the sale or transfer to any other nation by Turkey of the following:

a) Items produced under this program to which the Government of the United States of America has

contributed, either directly or indirectly, classified information essential to their manufacture, use or maintenance;

b) Any classified information of United States origin furnished in connection with the production, maintenance, repair, overhaul, or use of items produced under this program.

7. The Government of Turkey will furnish without cost to the Government of the United States of America for defense purposes technical information (proprietary or other) utilized or developed in the production, maintenance, repair, overhaul, or development of military items under this program, and will grant to the Government of the United States of America for defense purposes a royalty-free license on inventions, improvements, and discoveries made in connection with the work carried out under this program, to the extent to which, and subject to the conditions under which, the Government of Turkey has the right so to do without the payment of royalties [*16] or other compensation to others. The Government of Turkey undertakes that, in entering into contracts subsequent to the effective date of this agreement for the production, maintenance, repair, overhaul, or development of military items under this program, it will obtain for the Government of the United States of America rights to technical information (proprietary or other) and to inventions improvements and discoveries equal to those obtained under such contracts by the Government of Turkey for itself.

8. In carrying out this program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by each Government, the description and purpose of the facilities to be established, appropriate security arrangements, and other appropriate details. Joint projects may be covered by supplementary arrangements entered into between the Government of the United States of America and the North Atlantic Treaty Organisation, including subsidiary bodies of the North Atlantic Council.

9. The Agreement effected by an exchange [*17] of notes signed on April 25, 1955, and concerning a special program of facilities assistance is hereby terminated. However, individual project arrangements executed prior to the effective date of this agreement shall continue in full force and effect subject to the provisions of this agreement.

I have the honor to propose that if these understandings meet with the approval of the Government of Turkey, the present note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments, superseding, except as provided in paragraph 9 of this note, the Agreement concerning a special program of facilities assistance effected by an exchange of notes signed on April 25, 1955, and entering into force on the date of Your Excellency's reply.

Please accept, Excellency, the renewed assurances of my highest consideration."

I have the honor to inform your Excellency that my Government is in agreement with the above arrangement.

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

SIGNATORIES:

FLETCHER WARREN

His Excellency,

FATIN RUSTU ZORLU,

Minister of Foreign Affairs,

Ankara, Turkey.

FATIN R ZORLU

His [*18] Excellency

FLETCHER WARREN,

Ambassador of the United States of America, Ankara.