

Agreement Between the United States and the Republic of Turkey Concerning the Closure of Belbasi Installation and the Activation of a New Seismic Research Station. Signed at Ankara, February 8, 2000. Entered into Force March 30, 2004.

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
CONCERNING THE
CLOSURE OF BELBASI INSTALLATION
AND THE
ACTIVATION OF A NEW SEISMIC RESEARCH STATION

The Governments of the United States of America and the Republic of Turkey, hereinafter referred to as “the Parties.”

Considering their commitments under the North Atlantic Treaty, the North Atlantic Treaty Organization Status of Forces Agreement, Defense and Economic Cooperation Agreement between the Parties, and including the Comprehensive Nuclear Test Ban Treaty hereinafter referred to as “CTBT,”

Desiring to close the Belbasi Seismic Research Station at Ankara, Turkey, hereinafter referred to as “the Station,” and establish a new seismic station and in this context, regulate the transition period, and through this process, transfer primary responsibility for the operation and maintenance of the station from the Government of the United States to the Government of the Republic of Turkey,

Have agreed as follows:

ARTICLE I
PURPOSE

The Parties shall operate and maintain the Station currently at Belbasi—Ankara, Turkey and the new seismic research station pursuant to the terms of this Agreement and applicable requirements of the CTBT.

ARTICLE II
EXECUTIVE AGENTS

1. Each Party shall designate an Executive Agent which shall serve as a cooperating agency to implement this Agreement. For the United States, the Executive Agent shall be the United States Department of Defense, Air Force Technical Applications Center,

hereinafter referred to as AFTAC. For the Republic of Turkey, the Executive Agent shall be Bogaziçi University, Kandilli Observatory and Earthquake Research Institute, hereinafter referred to as KOERI.

2. For the United States, AFTAC will act as the National Data Center. For the Republic of Turkey, KOERI will act as the National Data Center.

ARTICLE III IMPLEMENTATION BY EXECUTIVE AGENTS

The Parties, through their Executive Agents, shall cooperate to implement this Agreement and shall, as appropriate, enter into detailed supporting arrangements for the implementation of this Agreement, hereinafter “Agreement,” to accomplish the objectives set forth in this Agreement. In case of any inconsistency between this Agreement and implementing arrangements, the provisions of this Agreement shall prevail.

ARTICLE IV JOINT SCIENTIFIC COMMISSION

1. The Executive Agents shall establish a Joint Scientific Commission to assist in implementing this Agreement. The Joint Scientific Commission shall have access to data derived from the operation of the Station and shall:

- a. Recommend to the Executive Agents the installation of any new equipment at the Station by either Party.
- b. Address technical issues that cannot be resolved by personnel at the Station, or that might otherwise arise on a periodic basis.
- c. Review, and recommend to the Executive Agents, changes to agreed operational and maintenance procedures at the Station.
- d. Prepare, and recommend to the Executive Agents, necessary measures to exercise and implement the technical terms and conditions of this Agreement.

2. The Executive Agents retain responsibility for, and oversight of, the Joint Scientific Commission and may make changes at any time in the composition, responsibilities and procedures of the Commission, as mutually agreed.

ARTICLE V TRANSITION PERIOD

Following the entry into force of this Agreement, the Station will enter into a transition period of approximately one year, during which time the Executive Agents will jointly operate the Station. During this period, it is also intended that the AFTAC complement

will draw down to a liaison team. The requirement for the liaison team will be reviewed one year after the end of the initial transition period and, if needed, will be reviewed by the Joint Scientific Commission on an annual basis thereafter. In addition, during this transition year, AFTAC and the KOERI will mutually agree on the transfer of the AFTAC liaison team from its current location at Belbasi to a site determined to be appropriate to logistically sustain the U.S. provided seismic equipment and instrument arrays. The relocation of the AFTAC liaison team will coincide with the relocation of the station in accordance with Article VI.

ARTICLE VI RELOCATION

The Parties have agreed to the relocation of the current short period array to the Keskin area and the installation of a new long period array around the city of Ankara. The responsibilities of the Parties outlined in this Agreement will apply to the current short period array at Belbasi and the new arrays.

ARTICLE VII SPECIFIC RESPONSIBILITIES OF AFTAC

AFTAC shall:

1. Maintain a liaison team at the Station and designate a chief of the team to coordinate AFTAC activities with the Turkish Station manager to ensure maximum use of resources. AFTAC will pay the salaries of its liaison team as well as their housing and support costs. The Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, dated June 19, 1951 and the Agreement between the United States Of America and the Republic of Turkey relative to the implementation of the "Agreement between the Parties to the North Atlantic Treaty, regarding the status of their Forces," dated June 23, 1954 shall apply to U.S. government military personnel and civilian component and their dependents assigned or stationed in the territory of the Republic of Turkey for the purposes of this Agreement. Diplomatic Note No. 630, dated June 23, 1954, shall apply to U.S. government civilian contractor personnel, present in the Republic of Turkey for the purposes of this Agreement, and their dependents.
2. As mutually agreed, train Turkish personnel at AFTAC expense in the operation and maintenance of U.S. provided technical equipment. Training may be on-site or in the United States. If training in the United States (Continental United States) is requested, AFTAC will train an initial cadre of up to four technicians. An additional cadre of up to four technicians can receive Continental United States training at three year intervals.
3. In accordance with applicable provisions of the CTBT Operational Manual for Seismological Monitoring and the International Exchange of Seismological Data:

Provide or upgrade technical equipment for a new six-element short period array and the long period array, including equipment for the transfer of data from these arrays to the central recording station.

4. Fund and supply spare parts for the maintenance and repair of equipment provided by the United States and operated and maintained by Turkey; fund for replacement, as necessary, of equipment provided by the United States and operated and maintained by Turkey, and provide precision measuring equipment and laboratory support for U.S.-provided and Turkish-operated equipment which requires periodic calibration.

5. Provide and maintain AFTAC owned vehicles for the use of the liaison team at the Station; fund for special purpose vehicles which are necessary to meet U.S. requirements.

6. Arrange and fund for transmission of data to AFTAC and the Prototype International Data Center.

7. Provide depot level maintenance and support and assist in performing major maintenance on the technical equipment provided by the United States and operated and maintained by Turkey.

8. Retain title to all equipment provided by it in support of the Station including the right to remove such equipment from Turkey when no longer required for purposes of this Agreement or upon its termination. The Government of the Republic of Turkey shall have the right of priority to acquire, in accordance with mutually agreed terms, any equipment, materials and supplies imported into or procured in Turkey by or on behalf of the Government of the United States for the purposes of this Agreement, in the event such equipment, materials and supplies are to be disposed of by the Government of the United States.

9. During the transition period and/or until International Data Centre becomes fully operational under the CTBT Organization, the U.S. shall continue to provide to the Turkish side processed seismic data, including any on nuclear explosions, obtained from raw data acquired at the station.

ARTICLE VIII SPECIFIC RESPONSIBILITIES OF THE KOERI

The KOERI shall:

1. Operate and maintain the Station in accordance with applicable provisions of the "CTBT Operational Manual for Seismological Monitoring and the International Exchange of Seismological Data," and, pursuant to Article III of this Agreement, with mutually agreed upon standards and procedures as set forth in any implementing arrangement.

2. Transmit all data recorded at the Station to the AFTAC, the International Data Centre (IDC) and, as required, the prototype IDC being developed in support of the CTBT. Transmission of such data to the IDC or Prototype IDC will be in accordance with applicable provisions of the global communications infrastructure plan developed by the CTBT Preparatory Commission as subsequently approved by the CTBT Organization.
3. Maintain the physical security of the Station, the equipment installed therein, all data lines, and the seismic field equipment and sensors. Provide AFTAC personnel access to all equipment provided by the United States and operated and maintained by Turkey.
4. Designate a station manager responsible for interface with the AFTAC liaison team.
5. Provide office space and arrange for telephones for the AFTAC team,
6. Be responsible for the following:
 - a. Salaries for their personnel at the Station.
 - b. Travel costs for their personnel between the Station and other locations within and outside of the Republic of Turkey except for agreed upon training.
 - c. Utility costs associated with the operation of the Station including electricity, heating, water and sewer.
 - d. All costs for installation, repair, maintenance and, as necessary, replacement of equipment owned by the KOERI.
 - e. All costs for vehicles required solely for Turkish use.
 - f. Training for Turkish personnel, except for training provided by AFTAC in accordance with Article “VII, paragraph 2 of this Agreement.
 - g. All costs associated with leasing, renting, or purchasing mutually agreed land for the Station and sensor sites.
7. When training of Turkish personnel by AFTAC in the United States is required, the KOERI shall provide trainees who have a basic knowledge of, and aptitude for, electronics and sufficient knowledge of the English language to benefit from the course of instruction. Personnel trained in the United States must remain on station at least three years following the completion of the training course.
8. As required, arrange for the authorization of frequencies for the land mobile radios and for data links associated with communications channels for long and short period arrays in coordination with the Ministry of Transportation and other appropriate institutions.

9. Take any measures necessary to work, as appropriate, with the Preparatory Commission or the CTBT Organization to ensure that the Station will be IMS certified and will ensure compliance with the CTBT and its Preparatory Commission requirements that data from this station will be transmitted, uninterrupted to the International Data Centre and, as appropriate, the Prototype International Data Center.

ARTICLE IX AIR SAMPLING

AFTAC will move the equipment for measuring atomic particles from Belbasi to a mutually agreed location. KOERI will be responsible for transferring the special air sampling filter to the Turkish Atomic Energy Authority (TAFA) and U.S. on a mutually agreed schedule. AFTAC will measure and transmit “BE” and “CS” activity values to the KOERI on an agreed upon basis. The equipment will no longer be required when the International Monitoring System becomes operational.

ARTICLE X FUNDING

1. Implementation of this Agreement will be subject to the availability of appropriated funds for such purposes.
2. A Party shall promptly notify the other if available funds are not adequate to implement this Agreement. In such event, the Parties shall immediately consult with a view toward continuation of operations on a modified basis.
3. As set forth in Article IV, paragraph 22 of the CTBT, and the appropriate provisions of the Financial Regulations of the Preparatory Commission for the CTBT Organization, decisions of the Preparatory Commission (for example, CTBT/PC/II/CRP.2/Rev.2 and CTBT/PC/III/CRP15/Rev.1) and taking into account any subsequent decisions taken by the Preparatory Commission and the CTBT Organization, the Parties may submit a request, either independently or jointly, for a reduced assessment to the Preparatory Commission or the Executive Council. Prior to such request, the Parties shall have agreed on the division of funding that each Party shall have contributed toward the establishment/upgrade of the Station, and the Government of the Republic of Turkey shall have informed the CTBT Preparatory Commission or the Executive Council of the results of such agreements.

ARTICLE XI DOCUMENT SECURITY AND VISITS TO STATION

The purpose and operations related to the Station shall be unclassified by the Parties. The Parties shall have full access to the data collected at the Station. KOERI will inform AFTAC when visitors tour the Station.

ARTICLE XII

LANGUAGE

All documentation provided by AFTAC to KOERI in support of this Agreement will be in English. Any requirement to translate this documentation into Turkish will be the responsibility of the KOERI.

ARTICLE XIII AMENDMENTS

This Agreement may be amended in writing by mutual agreement of both Parties. Requests to amend this agreement will be made by the requesting Party at least 60 days in advance of the desired date of the amendment.

ARTICLE XIV SETTLEMENT OF DISPUTES

Nothing in this Agreement shall be construed to prejudice other obligations of the Parties under any treaty. Any disagreement or dispute relating to the interpretation, application or implementation of this agreement shall be resolved by consultation between the Executive Agents or consultations between Parties and shall not be referred to a third party or international tribunal.

ARTICLE XV DURATION

This agreement shall be valid for a period of five years from the date of its entry into force. Unless one of the Parties notifies the other Party of the termination of this Agreement three months in advance of the end of this initial five year period, it will continue to be in effect from year to year until terminated by agreement of the Parties or by either Party upon three months notice prior to the end of each subsequent year for as long as the Defense and Economic Cooperation Agreement between the Government of the Republic of Turkey and the Government of the United States remains in validity.

ARTICLE XVI ENTRY INTO FORCE

This Agreement will enter into force on the day when the Parties exchange diplomatic notes; informing each other that they have fulfilled their respective national procedures.

ARTICLE XVII TEXT AND SIGNATURE

Signed at Ankara, Turkey on this eighth day of February 2000.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
REPUBLIC OF TURKEY

[Signature]
[Signature]

Mark Parris
Ambassador of the United States of
America in Ankara
Tansu Okandan
Ambassador
Director General for Bilateral Political Affairs
