



Treaty Series No. 8 (1975)

Exchange of Notes

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H. G. ...

concerning a Development Loan by the
Government of the United Kingdom of
Great Britain and Northern Ireland to the
Government of the Republic of Turkey

(United Kingdom/Turkey (TOPRAKSU On-Farm
Development) Loan Agreement 1974)

Ankara, 17 July 1974

[The Agreement entered into force on 17 July 1974]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
January 1975*

LONDON
HER MAJESTY'S STATIONERY OFFICE

18p net

**EXCHANGE OF NOTES
CONCERNING A LOAN BY THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND TO THE GOVERNMENT OF THE REPUBLIC
OF TURKEY**

No. 1

*The British Chargé d'Affaires ad interim at Ankara to the Secretary General
of the Treasury, Ministry of Finance of Turkey*

*British Embassy,
Ankara.*

17 July 1974.

Your Excellency,

I have the honour to refer to the recent discussions concerning development aid from the Government of the United Kingdom of Great Britain and Northern Ireland to the Government of the Republic of Turkey and to inform Your Excellency that the Government of the United Kingdom are prepared to conclude an Agreement with the Government of Turkey in the following terms. The position of the Government of the United Kingdom with regard to the provision of finance and the commitment of that Government and the Government of Turkey as regards associated matters shall be as respectively set out in Part A and Part B below:

- A. The Government of the United Kingdom declare that it is their intention to make available to the Government of Turkey by way of a loan a sum not exceeding £1,160,000 (one million one hundred and sixty thousand pounds sterling) for the purchase in the United Kingdom (which expression in this Note shall be deemed to include the Channel Islands and the Isle of Man) of the goods and services hereinafter mentioned, for the purpose of assisting in the implementation of the General Directorate of TOPRAKSU's On-Farm Development Project.
- B. (1) The Government of the United Kingdom shall adopt the arrangements and procedures described in the following paragraphs of this Note insofar as they relate to things to be done by or on behalf of or in the control of that Government. The Government of Turkey shall adopt the arrangements and procedures so described insofar as they relate to things to be done by or on behalf of or in the control of that Government.
- (2) (a) Allocations against the loan will be agreed between the Government of Turkey and the Government of the United Kingdom and drawings from the loan will be applied, subject to paragraph (3) below to payments under contracts made in furtherance of these allocations.

- (b) For the purpose of these arrangements the Government of Turkey shall, by a request in the form set out in Annex A to this Note, open a special account (hereinafter referred to as "the Account") with a bank in London (hereinafter referred to as "the Bank"). The Account shall be operated solely for the purpose of the loan and in accordance with the instructions contained in the said request.
- (c) As soon as the Account is opened and before taking any other steps required by these arrangements for obtaining any part of the loan, the Government of Turkey shall furnish the Crown Agents for Oversea Governments and Administrations, 4 Millbank, London SW1P 3JD (hereinafter referred to as "the Crown Agents"), acting on behalf of the Government of the United Kingdom, with a copy of their instructions to the Bank given in accordance with the provisions of sub-paragraph (b) of this paragraph. The Government of Turkey shall at the same time and so often as is necessary notify the Crown Agents of the names of the officers who are duly authorised to sign on their behalf the Requests for Drawing and Payment Authorities, as set out in Annexes C (ii) and D to this Note, and shall furnish a specimen signature in duplicate of each such officer.
- (d) The Government of Turkey shall ensure that the Bank forwards monthly to the Crown Agents a statement of receipts into, and payments from, the Account.
- (e) Unless the Government of the United Kingdom otherwise agree payments into the Account shall not be made after the 31st of December 1975.
- (f) Three months after the date of the last withdrawal from the Account in accordance with paragraph (6) of the loan agreement any balance remaining in the Account shall be remitted to the Government of the United Kingdom in reduction of the loan.
- (3) Save to the extent (if any) to which the Government of the United Kingdom may otherwise agree drawings from the loan shall be used only:
- (a) for payments under a contract for the purchase in the United Kingdom of goods wholly produced or manufactured in the United Kingdom, or in the case of chemicals and allied products, goods which are duly declared to be of United Kingdom origin on the form set out in Annex C (Chemicals) to this Note, or for work to be done or for services to be rendered in the United Kingdom by persons ordinarily resident or carrying on business in the United Kingdom or for two or more of such purposes, being a contract which:
- (i) provides for payment in sterling to persons carrying on business in the United Kingdom; and
- (ii) is approved on behalf of the Government of Turkey, and accepted by the Crown Agents, for financing from the loan; and

- (iii) is entered into on or after 1 October 1973 and before 31 December 1974;
- (b) to reimburse any bank in the United Kingdom for payments made by means of letters of credit which are confirmed, opened or advised after the date of this Note for the purpose of contracts complying with the conditions specified in sub-paragraph (a) of this paragraph;
- (c) for payment of sterling bank charges payable in the United Kingdom to any bank in the United Kingdom in respect of letters of credit referred to in this paragraph.
- (4) (a) Where the Government of Turkey proposes that part of the loan shall be applied to a contract, that Government shall ensure that there are forwarded at the earliest opportunity to the Crown Agents:
- (i) a copy of the contract, or of a notification thereof in the form set out in Annex B to this Note; and
 - (ii) two copies of a certificate from the United Kingdom contractor concerned in the form set out in Annex C or Annex C (Chemicals) (whichever is appropriate) to this Note.
- (b) The Government of Turkey shall ensure that the Crown Agents acting on behalf of the Government of the United Kingdom are informed if at any time a contract which has been submitted in accordance with the foregoing provisions of this paragraph is amended, or if liability is incurred or is to be incurred thereunder to a greater or lesser amount than the amount specified in the contract certificate and in either of these cases the Government of Turkey shall ensure that there are forwarded as soon as possible to the Crown Agents the relevant supplementary or revised documents.
- (5) (a) After the Crown Agents acting on behalf of the Government of the United Kingdom have considered the documents forwarded, in respect of any contract in pursuance of the procedure described in the foregoing paragraphs of this Note and any additional information which they may request from the Government of Turkey for this purpose (and which that Government shall then supply), they shall on behalf of the Government of the United Kingdom notify the Government of Turkey in the form set out in Annex C (i) to this Note whether and to what extent it accepts that a contract is eligible for payment or reimbursement from the loan.
- (b) To the extent that the Government of the United Kingdom so accepts a contract and agrees to payment or reimbursement from the Account the Crown Agents, acting on behalf of the Government of the United Kingdom shall, on receipt of a request from the Government of Turkey in the form set out in Annex C (ii) to this Note giving details of contractual payments made or about to be made, make payments in sterling into the Account and each such payment shall constitute a drawing on the loan.

- (6) Withdrawals from the Account shall be made only in the manner and subject to the conditions set out as follows:
- (a) For payments due under a contract in the cases to which paragraph (3) (a) refers, withdrawals shall be made in accordance with Payment Authorities in the form shown in Annex D hereto duly signed on behalf of the Government of Turkey and countersigned on behalf of the Government of the United Kingdom. Each Payment Authority shall be forwarded in duplicate to the Crown Agents acting on behalf of the Government of the United Kingdom for countersignature and shall be accompanied by Payment Certificates from the Contractors concerned in the form shown in Annex E hereto and the invoices referred to therein for retention by the Crown Agents or, in the case of contracts in respect of which a Contract Certificate in the form shown in Annex C (Chemicals) hereto has been provided, the invoices only.
 - (b) For reimbursement to a bank in the cases to which paragraph (3) (b) refers, withdrawals shall be made only on receipt by the Bank of letters of credit supported by a Payment Certificate from the Contractor in the form shown in Annex E hereto and the invoices referred to therein or, in the case of contracts in respect of which a Contract Certificate in the form shown in Annex C (Chemicals) hereto has been provided, the invoices only provided that:
 - (aa) the amount of reimbursement in respect of any one contract, excluding the sterling bank charges referred to in paragraph (3) (c) above, shall not exceed the amount specified in relation to that contract in the Government of the United Kingdom's notification in the form set out in Annex C (i); and
 - (bb) the Government of Turkey shall ensure that the Bank shall forward to the Government of the United Kingdom for their retention the relevant Payment Certificates (where appropriate) and invoices immediately any such reimbursements have been made.
 - (c) For payments in the cases to which paragraph (3) (c) refers, the Government of Turkey shall ensure that the Bank debits the Account and informs the Crown Agents acting on behalf of the Government of the United Kingdom of the amounts so debited and gives details of the contract to which each payment relates.
 - (d) For the purposes of this paragraph photocopies or duplicates of invoices may be submitted instead of originals.
- (7) If any monies that have been paid out of the Account are subsequently refunded either by the Contractor or by a guarantor the Government of Turkey shall, so long as there are payments or reimbursements to be made from the Account, pay an amount equivalent of such sums into the Account and, in any other case, apply the refunds to the reduction of the loan.
- (8) The Government of Turkey shall repay to the Government of the United Kingdom in pounds sterling in London the total sum borrowed

under the arrangements set out in this Note, such repayment to be made by instalments paid on the dates and in the amounts specified below except that if, on the date when any such instalment is due to be paid, there is then outstanding less than the amount specified for that instalment only the amount then outstanding shall be paid:

INSTALMENTS

<i>Date due</i>	<i>Amount</i> £
15 January 1982 and on the 15 January in each of the succeeding 17 years	32,300
15 July 1982 and on the 15 July in each of the succeeding 16 years	32,300
15 July 1999	29,500

(9) The Government of Turkey shall pay to the Government of the United Kingdom in pounds sterling in London interest on drawings from the loan in accordance with the following provisions:

- (a) In respect of each drawing the rate of interest shall be 2% (two per cent) per annum.
- (b) Interest shall be calculated on a day-to-day basis on the balance of the loan for the time being outstanding.
- (c) The first payment of accrued interest shall be made on 15 July 1975 and subsequent payments shall be made on 15 January 1976 and thereafter on 15 July and 15 January in each year.

(10) Notwithstanding the provisions of paragraph (8) of this Note, the Government of Turkey shall be free at any earlier time to repay to the Government of the United Kingdom in pounds sterling in London the whole or any part of the loan that is then outstanding.

(11) Goods shall be shipped and insured in accordance with normal commercial competitive practice and not directed to ships or companies of any particular flag or country. Provided payments for these services are made in sterling in the United Kingdom they may be met from the loan.

2. If the foregoing proposals are acceptable to the Government of the Republic of Turkey, I have the honour to propose that the present Note and its Annexes together with Your Excellency's reply in that sense shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply and that the Agreement shall be referred to as the United Kingdom/Turkey (TOPRAKSU On-Farm Development) Loan Agreement 1974.

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

R. A. FYJIS-WALKER

ANNEX A

To: The Manager,
..... Bank,
London,

Dear Sir,

**United Kingdom/Turkey (TOPRAKSU On-Farm Development)
Loan Agreement 1974**

I have to request you on behalf of the Government of Turkey to open an account in the name of the Turkiye Cumhuriyet Merkez Bankazi, as agents of the Government of Turkey, to be styled.....

.....
Account (hereinafter called " the Account ").

2. Payments into the Account will be made from time to time by the Crown Agents for Oversea Governments and Administrations (hereinafter referred to as " the Crown Agents ") acting on behalf of the Government of the United Kingdom of Great Britain and Northern Ireland. It is possible that, as a result of refunds becoming due from Contractors, payments into the Account will also be made by the Government of Turkey itself.

3. Payments from the Account are to be made only in respect of the amounts falling due under contracts described in Part B, paragraph (3) of the United Kingdom/Turkey (TOPRAKSU On-Farm Development) Loan Agreement 1974 (copy of which is attached hereto), and in the manner and subject to the conditions described in Part B, paragraph (6) thereof.

4. You will send to the Crown Agents acting on behalf of the Government of the United Kingdom the Payment Certificates (where appropriate) and invoices mentioned in the said paragraph (6) immediately the reimbursement or payment to which they relate has been made.

5. You will debit the Account with the charges referred to in Part B, paragraph (3) (c) of the said Agreement and inform the Crown Agents acting on behalf of the Government of the United Kingdom of the amounts so debited and supply details of the contract to which each charge relates.

6. You will also send to the Crown Agents acting on behalf of the Government of the United Kingdom at the end of each month a detailed statement showing all debits and credits to the Account during the month.

7. You will notify the Turkish Embassy in London from time to time the amount required to be drawn from the loan so that the amount so drawn, together with any balance which may be available in the Account, will be sufficient to cover the total value of payments about to be made or made as provided for in paragraph 3 above.

8. Any two of the following persons are jointly authorised to sign Payment Authorities on behalf of the Government of Turkey.

- 1.
- 2.
- 3.
- 4.

Specimens of the signature of each of the above are attached in triplicate.

9. No bank charges and commissions claimed by you in respect of the operation of the Account are to be debited to the Account.

10. Three months after the date of the last withdrawal from the Account in accordance with Part B, paragraph (6) of the said Agreement, any balance remaining in the Account shall be remitted to the Government of the United Kingdom in reduction of the loan.

11. A copy of this letter has been addressed to the Crown Agents acting on behalf of the Government of the United Kingdom. Specimen signature of the officers authorised to countersign Payment Authorities and sign notifications accepting contracts for financing from the loan on behalf of the Government of the United Kingdom will be sent to you direct.

Yours faithfully,

ANNEX B

NOTIFICATION OF CONTRACT

**United Kingdom/Turkey (TOPRAKSU On-Farm Development)
Loan Agreement 1974**

To: The Crown Agents for Oversea Governments and Administrations

Notification of Contract No.....

The following are details of a contract under which it is proposed that payment shall be made in accordance with the terms and conditions of the above loan.

1. Name and address of
United Kingdom contractor:
2. Date of Contract:
3. Name of Purchaser:
4. Short description of goods
and/or works or services:
5. Value of Contract: £
6. Terms of Payment:

Signed on behalf of the Government
of the Republic of Turkey

Date

ANNEX C

United Kingdom/Turkey (TOPRAKSU On-Farm Development)
Loan Agreement 1974

CONTRACT CERTIFICATE

(For Chemicals and Allied Products use alternative "Certificate" overleaf)

Particulars of Contract

1. Date of Contract..... 2. Contract No.....
3. Description of goods or services to be supplied to the purchaser.....
.....
.....
If a number of items are to be supplied, a detailed list should be appended to this certificate.
4. Total contract price payable by purchaser (state CIF, C & F or FOB)
£

If goods are to be supplied the following sections must be completed.

If the contractor is exporting agent only, the information requested should be obtained from manufacturer.

5. Estimated percentage of the FOB value of the goods *not* originating in the United Kingdom, but purchased by the contractor directly from abroad, *i.e.* percentage of imported raw material or components used to manufacture.
 - (a) Percentage FOB value.....
 - (b) Description of items and brief specifications.....
.....
6. If any raw material or components used originated from abroad, *e.g.* copper, asbestos, cotton, wood pulp, etc., but have been purchased in the United Kingdom by the contractor for this contract, specify:
 - (a) Percentage FOB value.....
 - (b) Description of items and brief specifications.....

If services are to be supplied, the following section should also be completed.

7. State the estimated value of any work to be done or services performed in the purchaser's country by:
 - (a) Your firm (site engineer's charges, etc.).....
 - (b) Local contractor.....
8. Qualifying remarks as necessary in respect of paragraph 5, 6 or 7 above.
.....
.....
9. I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate. I hereby undertake that in performance of the contract no goods or services which are not of United

Kingdom origin will be supplied by the Contractor other than those specified in paragraphs 5, 6, 7 and 8 above.

Note: For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

Signed
 Position held
 Name and address of Contractor

 Date

Contractors should note that goods should not be manufactured until acceptance has been notified.

FOR OFFICIAL USE ONLY				PAYMENTS			
Name or Number of Project.....							
Amount committed	Date of entry	Acceptance		Date	Amount	PA No.	Initials
		Date	Initials				
£							

ANNEX C (CHEMICALS)

Reqn. No.:

United Kingdom/Turkey (TOPRAKSU On-Farm Development)
Loan Agreement 1974

CONTRACT CERTIFICATE FOR CHEMICAL AND
ALLIED PRODUCTS ONLY

1. Date of Contract..... Contract No.....
Project Title (if appropriate).....

2. Description of Product(s) to be supplied to Purchaser. (Note A)	£ Price	United Kingdom Tariff Classification No. (Note B)	Is the product of United Kingdom origin? (See Note C) State "Yes" or "No"
.....
.....
.....

3. Total [estimated] Contract Price payable by Purchaser in Sterling—£.....

4. (Declaration.) I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate, and that the above information is correct.

Signed
Position held
Name and address of Contractor
Date

Notes:

A. This form is only to be used for chemical and allied products, most of which are covered by the appropriate sub-headings of Chapters 15, 25, 28-35 and 37-40 of the United Kingdom Tariff.

B. See:

- (i) Her Majesty's Customs and Excise Tariff, H.M.S.O.
- (ii) Classification of Chemicals in Brussels Nomenclature, H.M.S.O.

C. (i) A product is regarded as "United Kingdom origin" if made either wholly from indigenous United Kingdom materials or according to the appropriate EFTA qualifying process using imported materials wholly or in part.

- (ii) The EFTA qualifying processes are set out in Schedule I of the "EFTA Compendium for Use of Exporters", H.M.S.O.
- (iii) For the purposes of this declaration it is to be emphasised that the "alternative percentage criterion" DOES NOT APPLY.
- (iv) The words "Area Origin" where they appear in the above Schedule must be taken to mean "United Kingdom Origin" only.
- (v) For the purposes of this declaration, the "Basic Materials List" (Schedule III of the EFTA Compendium) does not apply.
- (vi) If a qualifying process is not listed for the materials in question, advice should be sought from Crown Agents, N.4 Department, 4 Millbank, London, S.W.1.

D. For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

ANNEX C (i)

United Kingdom/Turkey (TOPRAKSU On-Farm Development)
Loan Agreement 1974

To: Crown Agents No.

We are pleased to inform you on behalf of the Government of the United Kingdom that we accept the contract, particulars of which are set out in the copy certificate attached hereto, as eligible for payment from the above-mentioned loan to the extent of £.....

Would you please ensure that the Crown Agents' contract number is quoted on all payment documents and correspondence relating to this Contract.

.....
Crown Agents for Oversea
Governments and Administrations
Signed on behalf of the Government
of the United Kingdom

Date

ANNEX C (ii)

United Kingdom/Turkey (TOPRAKSU On-Farm Development)
Loan Agreement 1974

REQUEST FOR DRAWING

Sums amounting to £ are expected to fall due within the next two weeks (approximately) under contracts accepted by you under the terms of the above-mentioned loan.

The amount available in the Special Account to meet the above payments is £ and a further payment into the Account of £ is hereby requested.

The sum of £ now requested shall on payment into the Account constitute a drawing on the loan.

.....
Signed on behalf of the Government
of the Republic of Turkey

Date

To: The Crown Agents for Oversea Governments and Administrations.

ANNEX D

United Kingdom/Turkey (TOPRAKSU On-Farm Development)
Loan Agreement 1974

PAYMENT AUTHORITY

Serial No.:

Dear Sir,

..... ACCOUNT

You are hereby authorised to make the following payments from the above-mentioned Account in respect of the attached invoices:

Name and address of Contractor	Contract No./Reference	Payments	
		Invoice No.	Amount
			£

It is hereby certified that the above-mentioned payments are due in sterling to the Contractors named above under the contracts specified against the name of the relevant Contractor who is carrying on business in the United Kingdom.

Signed on behalf of the Government
of the Republic of Turkey

.....

Date

Countersigned on behalf of the
Government of the United Kingdom

.....

Date

To: The Manager,

..... Bank

ANNEX E

United Kingdom/Turkey (TOPRAKSU On-Farm Development)
Loan Agreement 1974

PAYMENT CERTIFICATE

I hereby certify that

(i) the payments referred to in the invoices listed below, which or copies of which accompany this payment certificate, fall due and are due to be made in respect of Contract No..... dated between the contractor named below and..... [Purchaser] and are in accordance with the particulars of this contract notified in the contract certificate signed on behalf of the said contractor on.....

Contractor's Invoice No.	Date	Amount £	Short description of goods, works and/or services

(ii) The amounts specified in paragraph (i) do not include any additional foreign content to that declared in paragraphs 5, 6 or 7 of the contract certificate.

(iii) I have the authority to sign this certificate on behalf of the Contractor named below.

Signed
 Position held
 For and on behalf of
 Name and address of Contractor

 Date

Note: For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

No. 2

*The Secretary General of the Treasury, Ministry of Finance of Turkey
to the British Chargé d'Affaires ad interim at Ankara*

Ankara,

17 July 1974.

Sir,

I have the honour to acknowledge Your Note dated 17 July 1974 which reads as follows:

[As No. 1]

In reply to the above, I have the honour to inform you that the above-mentioned proposals are acceptable to the Government of the Republic of Turkey who agree that Your Note and its annexes together with this reply shall constitute an Agreement between the two Governments in this matter which shall enter into force on this day's date and shall be referred to as the United Kingdom/Turkey (TOPRAKSU On-Farm Development) Loan Agreement 1974.

Please accept, Sir, the assurance of my high consideration.

AHMET T. GÜL

*on behalf of the Government of the
Republic of Turkey
Secretary General of the Treasury*

[Annexes as in No. 1]