

N° 3332.

TURQUIE ET YOUGOSLAVIE

Accord concernant l'exportation de
l'opium. Signé à Ankara, le 14
avril 1932.

TURKEY AND YUGOSLAVIA

Agreement concerning the Export
of Opium. Signed at Ankara,
April 14, 1932.

¹ TRADUCTION. — TRANSLATION.

No. 3332. — AGREEMENT ² BETWEEN TURKEY AND YUGOSLAVIA
CONCERNING THE EXPORT OF OPIUM. SIGNED AT ANKARA,
APRIL 14, 1932.

French official text communicated by the Permanent Delegate of the Kingdom of Yugoslavia accredited to the League of Nations. The registration of this Agreement took place January 13, 1934.

YUGOSLAVIA of the one part, and TURKEY of the other part ;

Whereas the international regulation of the opium question implies a proper adaptation of the production and export of the opium of their respective countries, which are the main suppliers of opium for the manufacture of opiates ;

Realising that their close co-operation in this matter is calculated to facilitate international action against the abuse of drugs, while safeguarding the legitimate interests of their respective countries ;

Have resolved for this purpose to conclude an Agreement and have appointed as their Plenipotentiaries :

HIS MAJESTY THE KING OF YUGOSLAVIA :

M. Milan YOVANOVITCH, Acting Chargé d'Affaires of Yugoslavia ;

THE PRESIDENT OF THE TURKISH REPUBLIC :

His Excellency Mustafa SEREF Bey, Minister of National Economy, Deputy for Burdur ;

Who, having communicated their full powers, found in good and due form, have agreed upon the following provisions :

I. EXPORT ORGANISATION.

Article 1.

The High Contracting Parties undertake each to set up on its own territory a body having the exclusive right to export raw opium.

Those bodies shall, for the purposes of the present Agreement, be called respectively the Turkish Board and the Yugoslav Board, and, taken together, National Boards.

¹ Traduit par le Secrétariat de la Société des Nations, à titre d'information.

¹ Translated by the Secretariat of the League of Nations, for information.

² The exchange of ratifications took place at Belgrade, September 23, 1933.

Article 2.

The National Boards shall be organised in such a way as to be able to acquire the opium available in the country and to ensure efficiently the supplies contemplated by the present Agreement. The operation of these Boards shall be under the supervision of the competent authorities of the State.

Article 3.

Every export consignment of raw opium must be provided with an export certificate from the competent supervisory authority.

For the purpose of Customs formalities, the Customs authorities shall require the presentation of the said export certificate.

II. SALES OFFICE.

Article 4.

The National Boards shall set up a joint organisation, which, in their name and on their account, shall make all offers and effect all sales of raw opium to foreign countries. Unless otherwise expressly provided in the present Agreement, the National Boards shall not be allowed to negotiate direct any sale of raw opium or to ship opium to foreign countries without orders from this joint organisation.

The joint organisation shall be called the "Central Opium Office".

The seat of the Central Opium Office shall be at Istanbul.

Article 5.

The Central Office shall be administered by a Committee consisting of two managing directors appointed by the Turkish Board and one managing director appointed by the Yugoslav Board. It shall have at its disposal such technical staff as may be necessary for its proper working.

Each of the managing directors shall have a substitute. The substitutes shall have the powers (conferred by the statute on the managing directors) only if the managing director whose substitute they are is absent.

Article 6.

The expenditure of the Central Office shall be fixed by mutual agreement and shall be provided for by credits allocated to the Central Office by the two National Boards.

The credits shall be made available quarterly by the National Boards in the proportion of 74 % by the Turkish Board and 26 % by the Yugoslav Board. The corresponding funds must be deposited in a bank to be chosen by mutual agreement before the beginning of the quarter in question.

Article 7.

The provisions specifying the organisation and manner of working of the Central Office shall be laid down in the statutes of the Central Office, which shall be drawn up by mutual agreement between the National Boards.

The statutes of the Central Office shall be registered in accordance with the laws of the Turkish Republic.

III. OPIUM QUOTAS.

Article 8.

Unless otherwise expressly provided in the present Agreement, in the case of every delivery of opium to a purchaser on the orders of the Central Office, either by the Turkish Board or by the Yugoslav Board, the Central Office shall be deemed to have sold opium of the two National Boards.

The proportion allotted to the National Boards in the case of opium offered for sale by the Central Office shall be 77.5 % of the total quantity for the Turkish Board and 22.5 % for the Yugoslav Board. During any quarter the Central Office shall offer for sale the amount of opium for that period coming from both Boards. It shall endeavour to market the quotas of each National Board during the quarter agreed upon.

The sum obtained as a result of any delivery of opium either by the Turkish Board or by the Yugoslav Board shall be divided by the Central Office immediately and without deduction between the two National Boards in the proportion of 74 % to the Turkish Board and 26 % to the Yugoslav Board. The transfer of such sums shall be effected by the Central Office through banks to be chosen and under conditions to be fixed by mutual agreement.

The High Contracting Parties shall be entitled to ask for a readjustment of the raw opium quotas specified above if at the end of the quarterly periods these quotas do not actually correspond to the allocation fixed in the present Agreement of the sums derived from sales.

Article 9.

The National Boards shall be obliged to supply the Central Office with all information concerning the quantity and standard qualities of opium that they have available.

The Central Office shall fix beforehand the quantities that it expects to be able to sell during each quarter and shall notify to the National Boards the figures for the corresponding quantities of opium that they must place at its disposal at any moment.

The National Boards must have in their possession the quarterly quantities of opium thus fixed which they are obliged to supply when ordered by the Central Office. They must meet in time and in accordance with the agreed conditions any order for opium that they may receive from the Central Office.

Should the demand for opium exceed the joint quarterly quota, such orders shall be divided between the National Boards in accordance with the previous Article.

Should one of the two National Boards not be in a position to meet the orders from the Central Office, a proportionate part of its share shall be transferred by the Central Office to the other National Board, and the latter shall in such cases receive without deduction the sum corresponding to the additional amount which it has thus supplied.

Should any damage occur as a result of negligence on the part of one of the two National Boards when supplying the opium, such damage shall, on settlement of accounts, be charged exclusively to the said National Board.

Article 10.

Should the present Agreement come to an end at a time when the quota of one of the two National Boards is entirely disposed of, whereas that of the other is only partly disposed of or is still all unsold, the last-named National Board shall be obliged to place at the disposal of the other Board the corresponding part of its unsold quota in accordance with the provisions of Article 8 of the present Agreement.

In confirmation of the above undertaking, each of the Contracting Parties agrees that, on the day on which the present Agreement is denounced, they will give a bank guarantee for sums received in respect of consignments of opium sold by the other Contracting Party, as security for the liquidation of the goods in accordance with the provisions of the present Agreement.

Article 11.

The Central Office will follow a policy to be decided upon by mutual agreement with a view to ensuring sufficiently remunerative prices for the producers of the two High Contracting Parties.

Article 12.

Subject to approval by the High Contracting Parties, the Central Office may conclude agreements with similar organisations of other opium-producing countries or with organisations of purchasers of opium, with a view to regulating supply and demand and stabilising the prices of raw opium. Acts embracing a period which exceeds the duration of the present Agreement shall not be binding upon the High Contracting Parties.

IV. OPIUM FOR SMOKING.

Article 13.

The National Boards shall remain free as regards their opium for smoking. Nevertheless, they undertake to carry out sales of the same in accordance with the regulations of the countries in which the use of opium is not forbidden.

V. OPIATES.

Article 14.

The High Contracting Parties undertake not to export opiates except in accordance with the regulations of the importing countries. They will take effective measures to supervise the export of opiates and to prevent the smuggling of the same.

VI. GENERAL CLAUSES.

Article 15.

The High Contracting Parties will regard as smuggling any export of raw opium and opiates that is contrary to the provisions of the present Agreement. The High Contracting Parties undertake to make the necessary changes in their laws in order to be able to take judicial proceedings in the case of such offences. The High Contracting Parties will communicate to one another reports on all cases of smuggling of raw opium or opiates.

They will also communicate to one another the texts of laws, regulations and decrees of all kinds concerning traffic in opium and opiates.

Article 16.

The High Contracting Parties will co-operate closely with one another in the international regulation of the opium question. They will also come to an agreement with one another as to the policy to be followed in the matter of the future production of opium and the manufacture of opiates.

Article 17.

Disputes relating to the interpretation and application of the present Agreement shall be settled by arbitration.

Article 18.

The present Agreement shall be ratified. It shall come into force one month after the exchange of the instruments of ratification. It shall remain in force for one year and shall be extended by tacit agreement, unless one of the High Contracting Parties denounces it. In that case, the Agreement shall lapse three months after notice has been given of such denunciation.

In faith whereof the under-mentioned Plenipotentiaries have signed the present Agreement and have thereto affixed their seals.

Done at Ankara, in duplicate, the fourteenth day of April, one thousand nine hundred and thirty-two.

(L. S.) M. YOVANOVITCH, *m. p.*

(L. S.) M. SEREF Bey, *m. p.*