

N° 4781.

GRANDE-BRETAGNE
ET IRLANDE DU NORD
ET TURQUIE

Accord relatif aux échanges commerciaux et aux
paiements, avec annexes et procès-verbal.
Signés à Londres, le 3 février 1940.

*Textes officiels anglais et turc communiqués par le secrétaire d'Etat aux affaires
étrangères de Sa Majesté en Grande-Bretagne. L'enregistrement a eu lieu
le 6 juin 1941.*

GREAT BRITAIN
AND NORTHERN IRELAND
AND TURKEY

Agreement regarding Trade and Payments, with
Annex and Agreed Minute. Signed at
London, February 3rd, 1940.

*English and Turkish official texts communicated by His Majesty's Secretary
of State for Foreign Affairs in Great Britain. The registration took place
June 6th, 1941.*

No. 4781. — AGREEMENT¹ REGARDING TRADE AND PAYMENTS BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM AND THE GOVERNMENT OF THE TURKISH REPUBLIC. LONDON, FEBRUARY 3RD, 1940.

THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND and THE GOVERNMENT OF THE TURKISH REPUBLIC, wishing to develop trade and facilitate payments between their two countries, have agreed as follows :

PART I. — GENERAL.

Article 1.

The Anglo-Turkish Trade and Clearing Agreement of the 2nd September, 1936², the Supplementary Agreement of the 27th May, 1938³, the Additional Agreement of the 8th January, 1940⁴, and the Notes exchanged on the 23rd August, 1939⁵, and the 22nd November, 1939⁶, are hereby abrogated and replaced by the following provisions of the present Agreement.

Notwithstanding the abrogation of the above Agreements and Notes the liquidation of transactions commenced thereunder shall continue to be governed by the provisions of the said Agreements and Notes, which for the purposes of such liquidation shall be deemed to be a part of the present Agreement.

PART II. — TRADE.

Article 2.

Goods grown, produced or manufactured in the United Kingdom or in Turkey shall be admitted for importation into Turkey or into the United Kingdom respectively in conformity with the legislation governing imports into the importing country at the time of importation.

Article 3.

(1) As from the date of coming into force of this Agreement all United Kingdom goods exported to Turkey and all Turkish goods exported to the United Kingdom shall be the subject of compensation transactions between persons in the United Kingdom on the one hand and persons in Turkey on the other hand.

Notwithstanding the above provisions, goods which are to be exported from the United Kingdom to Turkey or from Turkey to the United Kingdom in accordance with the provisions of the Guarantee Agreement of the 27th May, 1938³ and of the Agreement supplementary thereto

¹ Came into force February 19th, 1940, and February 3rd, 1940.

² Vol. CLXXII, page 289 ; Vol. CXCVI, page 464 ; and Vol. CXCVII, page 368, of this Series.

³ Vol. CXC, page 121 ; and Vol. CXCVII, page 414, of this Series.

⁴ Vol. CC, page 183, of this Series.

⁵ Vol. CXCVII, page 368, of this Series.

⁶ Vol. CCI, page 93, of this Series.

signed this day, and any goods the proceeds of which are the subject of special agreement between the Contracting Governments shall not, except as is provided in Article 6, be governed by the provisions of the present Agreement.

(2) Goods grown, produced or manufactured in such territories other than the United Kingdom as may be agreed between the Contracting Governments, and exported to Turkey, may be the subject of compensation transactions between persons in the United Kingdom and persons in Turkey provided that the total f.o.b. value of such goods admissible for compensation transactions under this paragraph shall not exceed 25 per cent. of the total sum credited to the General Account in accordance with the provisions of Article 6 (3) (c) of the present Agreement.

(3) The f.o.b. value of goods exported in compensation to Turkey shall not exceed 80 per cent. of the f.o.b. value of goods exported in compensation from Turkey.

Article 4.

(1) — (a) All goods exported to the United Kingdom or to Turkey shall be accompanied by a Certificate of Origin in duplicate conforming to the relative specimen annexed to the present Agreement, issued by a Chamber of Commerce or other body authorised by the Government of the exporting country for the purpose, and viséd in that country by a Consular Officer or other authorised body or person of the other country.

(b) One copy of the Certificate shall in each case be surrendered to the Customs Authorities at the time of the importation of the relative goods, and shall be stamped by those Authorities and forwarded to the Anglo-Turkish Clearing Office or the Central Bank of the Republic of Turkey as the case may be for transmission to the other Institution. The copy of the Turkish Certificate so surrendered and transmitted shall be the copy " B ".

(2) The Certificate of Origin issued in accordance with this Article shall state the f.o.b. value of the goods.

PART III. — PAYMENTS.

Article 5.

(1) All debts due and owing on the date of the coming into force of the present Agreement and all debts falling due after that date from persons in Turkey to persons in the United Kingdom in respect of the f.o.b. price of goods which are the subject of compensation transactions shall be deposited in Turkish Pounds in a non-interest-bearing account to be entitled the " Compensation Account " to be opened at the Central Bank of the Republic of Turkey.

(2) Where a debt is expressed to be payable in a currency other than Turkish Pounds, payment shall be made in Turkish Pounds at the rate of the Central Bank of the Republic of Turkey for that currency on the day of payment.

Article 6.

(1) All debts due and owing on the date of the coming into force of the present Agreement and all debts falling due after that date from persons in the United Kingdom to persons ordinarily resident or ordinarily carrying on business outside the United Kingdom in respect of the price of Turkish goods shall be paid in sterling to the Bank of England for account of the Controller of the Anglo-Turkish Clearing Office ; save in so far as the Contracting Governments may agree otherwise.

(2) Where a debt is expressed to be payable in Turkish Pounds, payment shall be made in sterling at the rate communicated by the Central Bank of the Republic of Turkey to the Anglo-Turkish Clearing Office and published in the United Kingdom on the day on which payment is made. Where a debt is expressed to be payable in a currency other than sterling or Turkish Pounds, payment shall be made in sterling at the London selling rate for sight drafts in such other currency on the date of payment.

(3) — (a) The sums received by the Anglo-Turkish Clearing Office under the provisions of paragraph (1) of this Article which are in respect of the Turkish goods enumerated in Group I of the First Schedule to the present Agreement shall be transferred to an account to be opened in the name of the Central Bank of the Republic of Turkey at the Ottoman Bank, London, under the title of the "Commodities Account," in accordance with the provisions of the Supplementary Anglo-Turkish Guarantee Agreement of this day's date.

(b) 20 per cent. of the sums received by the Anglo-Turkish Clearing Office under the provisions of paragraph (1) of this Article which are in respect of the Turkish goods enumerated in Group II of the First Schedule to the present Agreement shall be transferred to the Commodities Account.

(c) Subject to the transfers to the Commodities Account in accordance with sub-paragraphs (a) and (b) of this paragraph, all sums received by the Anglo-Turkish Clearing Office shall be credited to a non-interest-bearing account to be opened by the Controller of the Anglo-Turkish Clearing Office in the name of the Central Bank of the Republic of Turkey under the title of the "General Account."

(4) The sums credited to the above-mentioned General Account shall be utilised by the Central Bank of the Republic of Turkey to effect payments in the United Kingdom in respect of the goods imported into Turkey under the relative compensation transaction and for which the necessary deposit has been made with the Central Bank of the Republic of Turkey as provided by Article 5 of the present Agreement.

Article 7.

Payments made under the provisions of Articles 5 and 6 of the present Agreement shall, in each case, constitute a discharge to the debtor for the amount so paid.

Article 8.

All sums credited to the General Account shall be utilised as follows :

(1) 80 per cent. of the f.o.b. value of the goods shall be utilised for payments to persons in the United Kingdom in respect of the amounts deposited in the Compensation Account.

(2) The balance of the sums credited and any part of the sums mentioned in paragraph (1) of this Article not required for the payments therein referred to shall be placed at the free disposal of the Central Bank of the Republic of Turkey.

Article 9.

Credits arising in respect of goods imported into Turkey from the United Kingdom in respect of which no payment has been made to the Central Bank of the Republic of Turkey under the Agreements abrogated may be transferred into sterling by the purchase and export to the United Kingdom of the goods of Turkish origin mentioned in the Second Schedule to the present Agreement.

30 per cent. of the sterling proceeds of the goods so exported shall be paid to the Anglo-Turkish Clearing Office and placed at the free disposal of the Central Bank of the Republic of Turkey and the balance of 70 per cent. shall be at the disposal of the person in the United Kingdom on whose behalf the exportation was made.

Article 10.

Any technical arrangements necessary for the operation of the present Agreement shall be made between the Anglo-Turkish Clearing Office and the Central Bank of the Republic of Turkey.

Article 11.

For the purpose of this Agreement :

(a) "Persons" shall mean individuals, firms and corporations, including State organisations and institutions.

(b) " Turkish goods " shall mean goods grown, produced or manufactured in Turkey.

(c) " United Kingdom goods " shall mean goods grown, produced or manufactured in the United Kingdom of Great Britain and Northern Ireland.

(d) " Persons in Turkey " shall mean persons and corporations ordinarily resident or ordinarily carrying on business in Turkey, and shall include the Government of the Turkish Republic and State organisations.

(e) " Persons in the United Kingdom " shall mean persons and corporations ordinarily resident or ordinarily carrying on business in the United Kingdom of Great Britain and Northern Ireland.

Final Article.

The present Agreement shall come into force on the 19th day of February, 1940, and shall remain in force until the 31st March, 1941.

It shall continue in force thereafter for successive periods of one year unless terminated by either Contracting Government giving not less than three months' notice through the diplomatic channel.

In witness whereof the undersigned, duly authorised to that effect, have signed the present Agreement and have affixed thereto their Seals.

Done in duplicate in London, the 3rd day of February, 1940, in the English language.

A translation shall be made into the Turkish language, as soon as possible, and agreed between the Contracting Governments.

Both texts shall then be considered to be equally authentic for all purpose.

(L. S.) HALIFAX.

(L. S.) D^r T. R. ARAS.

(L. S.) D^r BURHAN SANUS.

ANNEX.

(See Article 4 (1) .)

CERTIFICATE OF ORIGIN.

Original.

<i>Consignor.</i>	<i>Original.</i>	<i>Consignee.</i>
Name :		Name :
Address :		Address :
Nature of the goods :		
How packed :		
Number of packages :		
Marks and Numbers :		
Weight { Gross	Kg.	
{ Nett	Kg.	
F.O.B. value :		
Route by which despatched :		

Certified that the goods specified above are the produce or manufacture of
, and that this certificate is issued in conformity with the provisions of the Agreement
 relating to Trade and Payments between the Turkish Republic and the United Kingdom of Great Britain
 and Northern Ireland, dated the 3rd February, 1940.

(This copy must bear the same serial number as the original certificate. It will be stamped by the Turkish Customs and sent to the Central Bank of the Turkish Republic.)

CERTIFICATE OF ORIGIN.

(Duplicate.)

<p><i>Consignor.</i></p> <p>Name : Address : Nature of the goods : How packed : Number of packages : Marks and Numbers : Weight { Gross { Nett F.O.B. value : Route by which despatched :</p>	<p>Kg. Kg.</p>	<p><i>Consignee.</i></p> <p>Name : Address :</p>
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Certified that the goods specified above are the produce or manufacture of
....., and that this certificate is issued in conformity with the provisions of the Agreement relating to Trade and Payments between the Turkish Republic and the United Kingdom of Great Britain and Northern Ireland, dated the 3rd February, 1940.

ANNEX.

(See Article 4 (1).)

CERTIFICATE OF ORIGIN.

(Original.) A.

<p><i>Consignor.</i></p> <p>Name : Address : Nature of the goods : How packed : Number of packages : Marks and Numbers : Weight { Gross { Nett F.O.B. value : Route by which despatched :</p>	<p>Kg. Kg.</p>	<p><i>Consignee.</i></p> <p>Name : Address :</p>
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Certified that the goods specified above are the produce or manufacture of the Turkish Republic, and that this certificate is issued in conformity with the provisions of the Agreement relating to Trade and Payments between the Turkish Republic and the United Kingdom of Great Britain and Northern Ireland, dated the 3rd February, 1940.

(This copy must bear the same serial number as the original certificate. It will be stamped by His Majesty's Customs and sent to the Clearing Office.)

CERTIFICATE OF ORIGIN.

(Duplicate.) B.

<p><i>Consignor.</i></p> <p>Name : Address : Nature of the goods : How packed : Number of packages : Marks and Numbers :</p>	<p>Name : Address :</p>	<p><i>Consignee.</i></p>
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Weight { Gross Kg.
 { Nett Kg.

F.O.B. value :

Route by which despatched :

Certified that the goods specified above are the produce or manufacture of the Turkish Republic, and that this certificate is issued in conformity with the provisions of the Agreement relating to Trade and Payments between the Turkish Republic and the United Kingdom of Great Britain and Northern Ireland, dated the 3rd February, 1940.

FIRST SCHEDULE.

(See Article 6.)

Group I. — Principal Commodities.

- (1) Metals.
- (2) Mineral ores and concentrates.
- (3) Coal.

Group II. — Secondary Commodities.

- (1) Wheat.
- (2) Timber.
- (3) Raw cotton.
- (4) Fresh fruits and vegetables (other than nuts used as fruit).
- (5) Canned foods.

Such other products as may be agreed between the Contracting Governments.

SECOND SCHEDULE.

(See Article 9.)

- (1) Carpets, carpeting, floor rugs, floor mats and matting and kilims, wholly or partly of wool, mohair, silk or artificial silk.
- (2) Attar of rose.
- (3) Sponges (raw and manipulated).
- (4) Vegetable dyestuffs, vegetable colours and colouring matters.
- (5) Medicinal plants, flowers, roots and leaves.
- (6) Tobacco leaves, cut tobacco and cigarettes.
- (7) Wines and spirits and their essences.
- (8) Opium.
- (9) Fresh fruits and vegetables.
- (10) Carobs, oak and fir bark, sumac and their extracts.
- (11) Hand-made embroideries and laces.
- (12) Dried vegetables.
- (13) Canned fruits and vegetables and crushed fruits and vegetables and their juices.
- (14) Eggs, egg powder.
- (15) Milk powder.
- (16) Fish oil for industrial purposes.
- (17) Honey.
- (18) Molasses.
- (19) Marble and onyx raw and worked.
- (20) Flax and hemp.
- (21) Turtle shell and fish skins and fish scales.
- (22) Fish dried or otherwise preserved.
- (23) Fish eggs (including black caviar).
- (24) Cotton.
- (25) Cotton seed cake.
- (26) Dried fruits other than raisins and figs.
- (27) Nuts, decorticated and undecorticated, other than decorticated hazelnuts and decorticated walnuts.
- (28) Gum tragacanth.
- (29) Olives and olive oil.
- (30) Grains.
- (31) Hempseed.

AGREED MINUTE.

At the time of signing the Trade and Payments Agreement of this day's date, the United Kingdom and Turkish Delegations desire to place on record that they have agreed upon the following provisions, which shall continue in effect so long as the Agreement remains operative :

(1) Persons in the United Kingdom who cannot otherwise obtain the transfer into sterling of sums standing to their credit in Turkey may, with the approval of the Governments in each case, utilise such sums for the purchase for importation into the United Kingdom of the goods of Turkish origin enumerated in the Second Schedule to the Agreement.

(2) Forty per cent. of the sterling proceeds of such goods shall be paid to the Anglo-Turkish Clearing Office and placed at the free disposal of the Central Bank of the Turkish Republic, and the balance of 60 per cent. shall be at the disposal of the person in the United Kingdom on whose behalf the exportation was made.

Signed in duplicate in London the 3rd day of February, 1940.

HALIFAX.

D^r T. R. ARAS.

D^r BURHAN SANUS.