

No. 49355

**Turkey
and
United States of America**

Agreement for fuel exchange between the United States Navy on behalf of the United States Department of Defense and the Turkish Naval Forces Command on behalf of the General Staff of the Republic of Turkey. Ankara, 3 March 1997

Entry into force: *3 March 1997 by countersignature, in accordance with article XI*

Authentic texts: *English and Turkish*

Registration with the Secretariat of the United Nations: *Turkey, 24 February 2012*

**Turquie
et
États-Unis d'Amérique**

Accord relatif à l'échange de carburants entre la marine des États-Unis au nom du Département de la défense des États-Unis et le Commandement des forces navales turques au nom de l'État-major général de la République turque. Ankara, 3 mars 1997

Entrée en vigueur : *3 mars 1997 par contreseing, conformément à l'article XI*

Textes authentiques : *anglais et turc*

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *Turquie,
24 février 2012*

[ENGLISH TEXT – TEXTE ANGLAIS]

Agreement For Fuel Exchange
Between
The United States Navy on Behalf of
United States Department of Defense
and
The Turkish Naval Forces Command on Behalf of
The General Staff of the Republic of Turkey

The United States Navy on behalf of United States Department of Defense and the Turkish Naval Forces Command on behalf of the General Staff of the Republic of Turkey; considering the principles of Agreement between them on fuel exchange with the date of 7 June 1989 and under Paragraph III of the North Atlantic Treaty in order to develop common capabilities and to strengthen friendship and cooperation which will contribute to the peace And security in the world as much as the common benefits of both countries have agreed on the following:

ARTICLE-I

PURPOSE

This agreement establishes a framework of policy and procedures whereby the United States Department of Defense, with the United States Navy as Executive Agent (hereinafter referred to as the USN) and the Turkish General Staff with the Turkish Navy as the Executive Agent (hereinafter referred to as the TN) may exchange fuel on a replacement-in-kind (RIK) and/or a reimbursable basis.

ARTICLE-II

SCOPE

A. Fuel products included under this agreement are:

NATO F-34, Turbine Fuel Aviation, Grade JP-8
NATO F-40, Turbine Fuel Aviation, Grade JP-4,
NATO F-44, Turbine Fuel Aviation, Grade JP-5,
NATO F-76, Fuel, Naval Distillate.

B. Conversion factors:

1 Cubic Meter equals 6.2898 U.S. Barrels,
1 U.S. Barrel equals 0.1590 Cubic Meters,
1 U.S. Barrel equals 42 U.S. Gallons,
1 U.S. Gallon equals 3.78541 Liters,
1 Metric Ton equals 7.4625 U.S. Barrels,
1 U.S. Barrel equals 0.1340 Metric Tons.

C. Quantity Determination

Actual physical determination of quantity will be by conversion of the volume to U.S. gallons, barrels or cubic meters at 60 degrees Fahrenheit/15.6 degrees Centigrade. All quantities of fuel transferred from either party's ships to shore facilities and/or ships to other party's ships will be determined from recordings taken jointly by USN or designated representative at NATO facilities and and TN representatives. Every attempt will be made to reach agreement on the quantity of fuel issued/received. In the event that a discrepancy cannot be resolved, the quantity determined by the issuing authority will be considered conclusive.

ARTICLE-III

ACTIVITIES / COMMANDS / SHIPS AUTHORIZED TO PARTICIPATE

A. Subject to due notice and approval by the issuing authority, fuel will be dispensed to TN ships/aircraft/commands by any USN shore activity, any NATO POL depot storing US government owned fuel, or to US naval vessel/aircraft by any TN petroleum (POL) depot, or naval vessel.

B. Routine delivery services associated with issues to either Navy's ships, aircraft or commands will be provided on a reciprocal no-cost basis to the greatest extent possible. Where a service cannot be provided on a reciprocal basis or where incremental delivery costs are incurred, these costs will be borne by the Navy receiving the service.

ARTICLE-IV

PROCEDURES FOR REQUESTING FUEL

Wherever possible, at least 10 days notice of a requirement should be given and requests for fuel made as follows:

A. Refueling at Sea or at Overseas POL Terminals:

1. USN requirements for ships fuel from TN will be submitted by message to Commander-in-Chief, Turkish Navy, Ankara, TU (CINCTURNAV ANKARA TU//), with information copies to Navy Petroleum Office, FT Belvoir, VA (NAVPETOFF FT BELVOIR VA//NPO//), Defence Finance and Accounting Service OPLOC Charleston, SC (DFAS OPLOC CHARLESTON SC//AAM//).

2. The TN requirements for fuel from USN will be submitted by message as follows:

For Eastern Atlantic and Mediterranean AOR: Commander-in-Chief, U.S. Naval Forces Europe, London, UK (CINCUSNAVEUR LONDON UK//N413//), with information copy to Navy Petroleum Office, FT Belvoir, VA (NAVPETOFF FT BELVOIR VA//NPO//), and Defense Finance and Accounting Service OPLOC Charleston, SC (DFAS OPLOC CHARLESTON SC//AAM//).

For Pacific and Indian Oceans AOR: Commander-in-Chief, U.S. Pacific Fleet, Pearl Harbor, HI (CINCPACFLT PEARL HARBOR HI//N415//), with information copy to Navy Petroleum Office, FT Belvoir, VA (NAVPETOFF FT BELVOIR VA//NPO//), and Defense Finance and Accounting Service, OPLOC Charleston, SC (DFAS OPLOC CHARLESTON SC//AAM//).

B. Refueling from Shore Depots

1. USN requirements for TN shore facilities will be submitted by message to Commander-in-Chief, U.S. Naval Forces Europe, London, UK (CINCUSNAVEUR LONDON UK//N413//).

2. TN requirements for U.S. domestic shore facilities will be submitted by message to the issuing activity with an information copy to Navy Petroleum Office, FT Belvoir, VA (NAVPETOFF FT BELVOIR VA//NPO//).

C. Fuel Availability and National Laws Regulations:

Notwithstanding any other provision in this agreement, all issues of fuel encompassed in this agreement are subject to availability of fuel for transfer, as determined by the issuing authority, and are subject to national laws and regulations in effect at the time of transfer.

ARTICLE-V

DOCUMENTATION OF RECEIPTS AND ISSUES

Issues and receipts made by either Navy will be certified by the officials designated by each country. In the case of the USN and TN, issue of fuels will be certified by the Commander or Commanding Officer of the dispensing facility or dispensing unit afloat. Receipt of fuel will be certified by the Commander or Commanding Officer of the receiving U.S. Naval or Turkish Naval unit or shore activity. Certified documents or messages in lieu of documents will be submitted in U.S.A. to:

MAIL Defense Finance Accounting Services (DFAS)

Operation Location Charleston

Code: AAM

1545 2nd Street, West Charleston,

SC 29408-1968

MESSAGE DFAS OPLOC CHARLESTON SC//AAM//

Certified documents or messages in lieu of documents will be submitted in

TURKEY to:

MAIL Deniz Kuvvetleri Komutanligi

İkmal Daire Başkanligi, Yak.Sb.

06100 Bakanlıklar - ANKARA - TURKEY

MESSAGE CINCTURNAV / ANKARA / TU

under procedures currently in effect or by procedures which may be required by the offices maintaining official records.

ARTICLE-VI

OFFICIAL RECORDS

DFAS OPLOC (Code AAM), Charleston, SC 29408, USA, will maintain the official accountable records for the USN under this agreement. DENİZ KUVVETLERİ KOMUTANLIĞI / İKMAL DAİRE BAŞKANLIĞI / 06100 BAKANLIKLAR / ANKARA TU will maintain the official accountable records for the TN under this agreement. Quarterly statements of the units received, issued and the balance for each product through 31 March, 30 June, 30 September and, 31 December will be made by both offices maintaining official records. The 31 December verification will encompass and reconcile the entire year's transactions. Verification shall be completed by the end of the quarter following the quarter being reconciled.

ARTICLE-VII

STATEMENT OF ACCOUNTS

A. Each office maintaining official records will prepare a statement in the format shown in the appendix, showing the units received and issued as of 31 March, 30 June, 30 September, and 31 December and forward it to the other office for reconciliation by the 15th of the second month following the quarter being reported. The office receiving the statement will verify and reconcile any differences in the transactions by the end of the third month.

B. After verification and reconciliation of the applicable year's total transaction, DFAS OPLOC Charleston will advise TN by message the status, by product, of the account. During the fourth month following the year being reported, DFAS OPLOC Charleston and TN will develop an agreement on the method of effecting settlement of any imbalance in the account. Such settlement shall occur not more than six months after the close of the year being reconciled.

ARTICLE-VIII

FUEL REPLACEMENT PROCEDURES

Issues and receipts of all products will be offset on a grade-by-grade basis to the maximum extent possible as part of the reconciliation process. Both navies shall have the right to replace the net balance or any particular issue with fuels other than those received in consonance with relative values, based on the standard prices of the navy receiving payment, using standard prices existing at the end of the period being reconciled. The recipient shall have the option of refusal if the fuels do not meet national requirement. When mutually convenient, repayment will be made by transferring fuel at locations where both governments have POL stocks. When repayment is to be made by tanker, unless otherwise agreed to in other mutual logistics support arrangements or laws, services associated with the tanker delivery will be provided on a reciprocal no-cost basis to the greatest extent possible. Where this is not possible, these charges will be borne by the Navy making repayments.

ARTICLE-IX

OPTIONAL SETTLEMENT

Cash payment may be made for any imbalance not satisfied pursuant to Article VIII. Fuel issues paid for in cash by the TN will be charged for at USN standard prices in effect at the end of the period being reconciled. Fuel issues paid for in cash by the USN will be charged for at TN standard prices in effect at the end of the period being reconciled.

Monetary values will be computed exclusive of any customs or taxes. Remittance for amounts to the USN shall be addressed to DFAS OPLOC (Code AAM) Charleston, SC 29408-1968-USA. Remittance for amounts due to the TN shall be addressed to T.C. MERKEZ BANKASI / ANKARA TURKEY, ACC.NO 85-859-001-021, and copy of the transfer receipt shall be forwarded to DENİZ KUVVETLERİ KOMUTANLIGI İKMAL DAİRE BSK. 06100 BAKANLIK LAR / ANKARA TU for tracing and check purposes.

ARTICLE-X

AMENDMENT

Amendments to this agreement may be proposed by either party by forwarding such proposals in writing to the Chief of Naval Operations (N41), or Headquarters Turkish Navy (Logistics), as appropriate.

ARTICLE-XI

DURATION AND TERMINATION

A. This agreement shall be effective after counter signature or the exchange of implementation nota according to the legal requirements of both countries and remain in effect for a period of five years from the date of its entry into force. This agreement may be extended for additional periods of up to five years each, not to exceed a total of twenty years.

B. This agreement may be terminated by either party upon six months written notice to the other. In case of such termination, the two offices maintaining the official accountable records will reconcile all accounts and develop an agreed method of settlement within three months after date of termination. Settlement of accounts will be completed not later than six months from date of termination.

C. This agreement may be terminated immediately by either party should the party in arrears fail to settle an overdue balance within one year after the end of the settlement period established in Article VII. In cases of such termination, the two offices maintaining the official accountable records will reconcile all

accounts within three months after the date of termination. Settlement of these accounts will be completed not later than six months after the date of termination.

ARTICLE-XII
GOVERNING LANGUAGE AND SIGNATURES

This agreement and future amendments thereto shall be done in both the English and Turkish languages, both being equally authentic.
Signed in duplicate

FOR THE TURKISH NAVAL FORCES	
FOR THE UNITED STATES NAVY ON	COMMAND ON BEHALF OF THE
BEHALF OF THE UNITED STATES	GENERAL STAFF OF THE REPUBLIC
DEPARTMENT OF DEFENSE	OF TURKEY
Signature	
Signature	
Raymond HUOT	Yener
KARAHANOGLU	
.....	
Name	Name
Major General, Chief ODC-T	Rear Admiral, Chief of
Logistics	
.....	
Rank and Title	Rank and
Title	
03 March 1997	03 March 1997
.....	
Date	Date
Ankara, TURKEY	Ankara, TURKEY
.....	
Location	Location

A. ISSUES BY NAVY					
Issuing	Receiving	Transaction	Product Kind/	U.S. Gals	
Activity	Activity or	Date	Unit of Issue	Issued	Barrels Issued
TOTAL UNITS ISSUED: -----					
B. RECEIPTS BY NAVY					
Issuing	Receiving	Transaction	Product Kind/	U.S. Gals	Barrels
Activity	Activity or	Date	Unit of Issue	Received	Received
TOTAL UNITS RECEIVED: -----					
C. STANDART PRICES OF NAVY					