

Turkey Memorandum of Understanding.

SUPPLEMENTARY AGREEMENT NUMBER 2

BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF
AMERICA AND OF THE REPUBLIC OF TURKEY
ON DEFENSE INDUSTRIAL COOPERATION

The Governments of the United States of America and of the Republic of Turkey,

Desiring to strengthen their respective defense capabilities as well as those of the North Atlantic Alliance as a whole through efficient cooperation in the fields of research, development, production, procurement and logistic support,

Recognizing that increased defense production capability is an integral part of a strong defense effort,

Having regard to the fact that an essential security relationship is supported by harmonious economic relations,

Bearing in mind the increasing impact of the economy and the application of new technologies on defense matters,

Taking into consideration the efforts of the NATO countries to develop and maintain an advanced industrial and technological capability and to achieve a more rational use of available resources, the standardization and interoperability of equipment and services, increased exchange of information, and better coordinated procurement policies, have agreed as follows:

ARTICLE I

1. The Government of the United States of America and the Government of the Republic of Turkey will cooperate in order to increase their defense equipment production and maintenance capabilities and to enable their armed forces to acquire more economically and efficiently modern armaments and equipment needed for self and common defense.

2. To this end, both Governments will seek to facilitate the mutual flow of defense procurement and technological know-how in the field of defense. They will also seek to provide opportunities to compete for procurement of defense equipment and services and to promote and facilitate the co-production of defense equipment and cooperation in defense research and development and to expand programs of data exchange in defense technologies.

3. This Supplementary Agreement covers areas of possible bilateral cooperation in research, development, production, procurement and logistic support of conventional defense equipment. Measures taken under this Supplementary Agreement shall complement or be consistent with the work of the Conference of National Armament Directors (CNAD), the Independent European Program Group (IEPG), and the Senior NATO Logisticians Conference (SNLC). They therefore agree

that, in the event of a possible conflict between agreements entered into between the IEPG and the Government of the United States, and this Supplementary Agreement, the Parties hereto will consult with a view to amending this Agreement.

4. The two Governments will, consistent with their relevant laws and regulations, give the fullest consideration to all requests for cooperative research and development, and to all requests for production and procurement intended to enhance the standardization and/or interoperability of equipment and services within the Alliance.

5. Each Government shall normally use competitive contracting procedures in acquiring items of defense equipment developed or produced in the other's country.

6. The two Governments shall agree upon detailed procedures to implement this Agreement. These procedures will incorporate the following:

A. Offers or proposals will be evaluated without applying price differentials under "Buy National" laws and regulations and without applying the cost of import duties;

B. Full consideration will be given to all qualified industrial and governmental resources in each country;

C. Offers or proposals will be required to satisfy the applicable requirements of the purchasing Government for performance quality, delivery and costs.

7. Any item to be excluded from consideration of reciprocal defense procurement under this Supplementary Agreement for reasons of protecting national defense requirements should be identified as soon as possible in lists drawn up by the Turkish Ministry of National Defense and the Office of the U.S. Secretary of Defense for their respective countries. These lists will be kept under review and may be modified only at this level.

8. Each Government will ensure that Technical Data Packages (TDP's) made available under this Supplementary Agreement are not used for any purpose other than for bidding on and performing a prospective defense contract, without the prior agreement of those owning or controlling proprietary rights and that full protection shall be given to such proprietary rights, or to any privileged, protected, or classified data and information contained in TDP's. In no event shall the TDP's be transferred to a third country or any other transferee without the prior written consent of the originating Government.

9. Third party transfer of defense articles or technical data made available under this Supplementary Agreement and of defense articles produced with such data will be subject to the agreement of the Government that made available the defense articles or technical data, except as otherwise agreed.

10. At the request of the purchasing Government, arrangements and procedures will be established concerning follow-on logistic support for items of defense equipment purchased pursuant to this Supplementary Agreement. Both Governments will make their defense logistic systems and resources available for this purpose as required and mutually agreed.

ARTICLE II

1. The Government of the United States will furnish the Government of the Republic of Turkey such assistance as may be mutually agreed upon in light of the latter's priorities for the production, maintenance, repair and overhaul of defense equipment and materials, including arms and ammunition.

2. Mutually agreed defense production projects will be designed to constitute an increment to the production capabilities of Turkish industry. Such projects may be carried out solely by Turkey, as joint United States-Turkish projects of coordinated production, or as multilateral projects with the participation of other NATO and friendly countries.

ARTICLE III

Each Government will permit the importation and exportation, free from customs duties and taxes or similar charges, of equipment and materials sent to its country for maintenance, repair or overhaul pursuant to this Agreement.

ARTICLE IV

1. The Government of the United States will provide to the Government of the Republic of Turkey, or assist the Government of the Republic of Turkey in obtaining wherever possible at no cost, or, on terms no less favorable than those extended by the Government of the United States to any other NATO country, industrial property rights for the purpose of promoting the defense equipment production and enhancing the rationalization, standardization and interoperability of equipment and services of the NATO Alliance.

2. The Government of the United States will waive its reimbursement claims from the Government of the Republic of Turkey, to the extent possible and on a reciprocal basis, with respect to research and development costs and non-recurring production costs.

ARTICLE V

1. Each Government will call this Supplementary Agreement to the attention of relevant industries within its territory and will provide appropriate implementing guidance. Both Governments will take all necessary steps to ensure that industries comply with regulations pertaining to security and to the safeguarding of classified information.

2. Implementation of this Supplementary Agreement will involve full industrial participation. Accordingly, the Governments will inform their respective procurement and requirements offices of the principles and objectives of this Supplementary Agreement.

ARTICLE VI

1. To the extent that any items, plans, specifications, or information furnished in connection with the implementation of this Supplementary Agreement are classified by the furnishing Government for security purposes, the other Government shall maintain a similar classification and employ security measures equivalent to those employed by the classifying Government.

2. Information provided by either Government to the other on condition that it remain confidential shall either remain in its original classification, or be assigned a classification that ensures protection against disclosure equivalent to that required by the other Government. To assist in providing the desired protection, each Government will mark such information furnished with a legend indicating the origin of the information, that the information relates to this Supplementary Agreement, and that the information is furnished in confidence.

ARTICLE VII

This Agreement shall be implemented in accordance with mutually agreed programs. To this end, the two Governments, acting through their competent authorities will enter into implementing agreements. The two Governments will seek ways to implement these programs and projects, identified in an Annex to this Agreement, at the lowest possible cost to Turkey.

ARTICLE VIII

1. This Supplementary Agreement shall have an initial term of five years, and shall remain in force from year to year

thereafter unless terminated. The Agreement shall be terminated at the end of its initial term or of an annual extension if either Party gives the other Party written notice of its intent to terminate it at least 90 days prior to the end of the term.

2. Should disagreement arise from the interpretation or implementation of this Agreement, the Parties shall consult in order to resolve the matter promptly.

3. Either Party may propose in writing the revision or amendment of this Agreement. In such a case, consultations shall begin immediately. If no result is reached in three months, either Party may terminate the Agreement upon 30 days notice in writing.

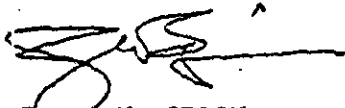
ARTICLE IX

Should the implementation of the contracts signed within the framework of this Supplementary Agreement not be completed at the time the present Agreement is terminated, provisions of this Agreement shall continue to cover said contracts until they are completed. Should this Agreement be terminated, Article I, Paragraphs 8 and 9, and Article VI will continue in force for those materials and data which were provided during the life of the Agreement.

ARTICLE X

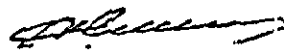
Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March , 1980 .

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:



JAMES W. SPAIN
Ambassador of the
United States of America

FOR THE GOVERNMENT OF
THE REPUBLIC OF TURKEY:



HAYRETTIN ERKMEN
Minister of Foreign Affairs

ANNEX TO SUPPLEMENTARY AGREEMENT NUMBER 2
BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA
AND OF THE REPUBLIC OF TURKEY ON
DEFENSE INDUSTRIAL COOPERATION

Projects presently under consideration:

A. Production of Anti-Armor Ammunition:

A separate production line is required to manufacture armor piercing ammunition. The objective of this project is to gain the capability of producing hollow-charge and hard-core ammunition for existing weapons in the Turkish Armed Forces and for more modern types of weapons.

B. Production of Fuses:

New facilities are required to produce various types of fuses. The objective of this project is to increase existing production capability by obtaining new technology and equipment to produce fuses for artillery ammunition, rocket and missile warheads, and various bombs and mines.

C. Production of Propellant Powders and Explosives:

An increase in production capacity of propellant powders is required. The objective of this project is to produce various kinds of propellant powders and

high explosives to support artillery ammunition and rocket warhead production programs.

D. Production of Various Kinds of Rockets:

The existing manufacturing facilities are required to be supplemented by equipment and production know-how in order to produce various kinds of rockets. The objective of this project is to manufacture and supply rocket-type ammunition and rocket-assisted equipment for the requirements of the Turkish Army.

E. Improvement of Aircraft Rebuild Capabilities and Improvement of Facilities:

In order to improve the rebuild capability of existing aircraft in the Turkish Air Force, the development of plans and programs is required. The objective of this project is to be a complete and self-sufficient rebuild capability of engine, body, avionics and other electronic equipment for the existing aircraft, including F-4 Phantoms.

F. Building a Modern Frigate and Improvement of Overhauling Capability:

The program of building a modern frigate suitable for Turkish Navy requirements is to be pursued. In parallel with the construction activity the overhauling capability of Golcuk shipyard is to be improved.

G. Tank Upgrading Program:

The objective of this project is to convert existing M48 tanks into M48A3 and/or M48A5 versions, including Turkish production of various primary components.

SUPPLEMENTARY AGREEMENT NUMBER 3
BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF
AMERICA AND OF THE REPUBLIC OF TURKEY
ON INSTALLATIONS

ARTICLE I

1. Pursuant to Article V of the Agreement for Cooperation on Defense and Economy between the Governments of the United States of America and of the Republic of Turkey, the Government of the Republic of Turkey authorizes the Government of the United States to participate in joint defense measures at the following Turkish Armed Forces Installations:

- Sinop (electromagnetic monitoring)
- Pirinçlik (radar warning space monitoring)
- Incirlik (air operations and support)
- Yamanlar (Izmir), Sahintepe (Gemlik), Elmadag (Ankara), Karatas (Adana), Mahmurdag (Samsun), Alemdag (Istanbul), and Kurecik (Malatya) (nodal communications sites)

- Belbasi (seismic data collection)
- Kargaburun (radio navigation).

2. The Government of the Republic of Turkey also authorize United States administrative and support organizations and activities outside the installations. Such organizations and activities shall be subject to the relevant provisions of this Agreement.

3. Where necessary, requirements specified in this Supplementary Agreement shall be elaborated in appropriate implementing agreements.

ARTICLE II

1. Technical operations and maintenance services at the installations where the primary purpose is intelligence collection, nodal communications or radio navigation shall be carried out jointly by Turkish and United States personnel. The modalities of this cooperation, including the distribution of manpower spaces for assignment by each Party and training requirements for Turkish personnel, shall be determined jointly by appropriate authorities of the two Governments. For the purposes of this cooperation, the Government of the United States shall provide access to appropriate training for Turkish personnel.

2. All intelligence information, including raw data, produced at intelligence collection installations in the Republic of Turkey shall be shared by the two Governments in accordance with arrangements determined jointly by the competent technical authorities of the two Governments.

3. Mutually agreed arrangements shall be established to enhance Turkish Armed Forces' utilization of the capacity of the Defense Communications System in Turkey to the extent feasible.

4. U.S. and Turkish authorities shall consult to avoid interference between activities of the installations authorized by this Agreement and the activities of other military and civilian installations and to avoid damage to life and property.

5. Modernization, addition or importation of the equipment related to the technical operations at the installations which would increase mission capabilities shall be subject to advance approval by the Government of the Republic of Turkey.

ARTICLE III

1. The Government of the United States of America will assign an officer as Commander of the United States Forces

at each installation, who also will function as the single point of contact with the Turkish Installation Commander. The Turkish Installation Commander and the officer so assigned by the United States shall: exercise command and control over their respective forces, including equipment and material and the premises exclusively used by them, as well as providing security therefor; maintain close contact and coordination to insure that activities are conducted in a manner consistent with the spirit and provisions of this Agreement; and be responsible to insure that activities and technical operations at the installation shall be carried out in accordance with the provisions of this Agreement.

2. Turkish civilian personnel employed by the United States Forces or contractors of the United States Forces shall be under the control, responsibility and direction of their employer.

3. The Turkish Installation Commander shall be responsible for relations with the local Turkish authorities, order and security of the installation as a whole, including perimeter security, consistent with Paragraph 1 of this Article and modalities mutually agreed in accordance with Paragraph 1, Article II of this Agreement.

4. Access to installations shall be under the control of the Installation Commander. Members and vehicles of the United States Forces and civilian component, as well as contractors, contractor employees and Turkish civilian employees of the United States Forces, shall have access to the installations on the basis of a standard identification card issued by appropriate Turkish authorities upon request of appropriate United States authorities. Such identification cards shall be valid for all installations covered by this Agreement. Personnel awaiting receipt of a standard identification card and temporary duty personnel shall have access on the basis of official orders and United States identification. Authorized dependents and official visitors shall have access on the basis of official United States or Turkish identification. Detailed implementing arrangements for admittance to the installations will be contained in a directive for procedures regarding admittance to the installations.

5. The United States flag may be flown at the headquarters of the United States Forces at the installation.

6. The Installation Commander may issue directives applicable to the installation as a whole consistent with the provisions of this Article.

ARTICLE IV

The purpose, mission, location, installation plan, authorized quantities of arms and ammunition, authorized major items of equipment and authorized personnel strengths of the United States Forces and civilian component shall be detailed by mutual agreement. Increases in such authorized quantities and strengths shall be subject to prior approval of the appropriate Turkish authorities. The appropriate authorities of the Government of the United States shall provide to the appropriate authorities of the Government of the Republic of Turkey a quarterly report of assigned personnel strengths including Turkish civilian personnel, as well as organization charts for United States units at each installation. The Parties acknowledge that the number of personnel assigned may at times temporarily exceed authorized levels because of the personnel assignment processes.

ARTICLE V

1. In accordance with the provisions of the "Agreement Between the Parties of the North Atlantic Treaty Regarding the Status of Their Forces" dated June 19, 1951, the Government of the United States may import into and export from

Turkey the equipment for its forces and reasonable quantities of provisions, supplies and other goods exclusively for the use of the United States Forces, its members, civilian component, and dependents. United States authorities shall notify Turkish authorities of such imports and exports by manifest.

2. The importation into and permanent transfer within Turkey of major items of equipment, arms and ammunition shall be subject to the prior approval of appropriate Turkish authorities and transfer within Turkey of arms and ammunition shall be accomplished with safeguards and protections as mutually agreed. Special procedures shall be established for the customs control of arms and ammunition as well as equipment and material of a classified nature.

3. Arms and ammunition and major items of equipment needed for the operation of an installation, including such equipment as may be earmarked for replacement as a result of modernization, will not be removed from Turkey without prior notification.

4. The competent authorities of both Parties shall consult before either Party terminates its activities or reduces its capabilities significantly at the installations.

ARTICLE VI

For the purposes of this Agreement, material, equipment, provisions, supplies, services, and civilian labor required by the Government of the United States shall be procured in Turkey to the extent feasible.

ARTICLE VII

1. State-owned land areas including improvements, utilities, easements and rights of way already allocated by the Government of the Republic of Turkey for the purposes of this Agreement will continue to be made available without costs to or claims against the Government of the United States. This Article shall not be interpreted as giving the right of ownership to such land areas, improvements, utilities, easements and rights of way to the United States and is without prejudice to the terms of existing non-intergovernmental lease contracts under which certain property is provided to the Government of the United States for the purposes of this Agreement.

2. All non-removable property, including property incorporated in the soil, constructed or installed by or on behalf of the United States on the land areas allocated by the Government of the Republic of Turkey for the purposes of this Agreement, shall, from the date of its construction or

installation, become the property of the Government of the Republic of Turkey, and shall be so registered without prejudice to the authorization by the Turkish authorities to the Government of the United States and its personnel to use such property for the purposes of this Agreement. Upon final termination of the use by the Government of the United States of any such non-removeable property, the right of such use will be transferred to the Government of the Republic of Turkey which will compensate the Government of the United States for the residual value, if any, of the property as determined by mutual agreement, taking into account past practices. Such property shall include those basic utility systems and other fixtures which have been permanently installed in or affixed to the property.

3. 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.

4. Construction of new buildings and other property incorporated into the soil at the installations and demolition, removal, alteration and modernization which

change the basic structure of existing buildings shall be subject to prior approval by the appropriate Turkish authorities.

ARTICLE VIII

1. The costs of operations and maintenance of the installations, except for the premises exclusively utilized for Turkish operations or by Turkish personnel, and the costs of mutually agreed construction, modernization, alterations and repairs at the installations shall be met by the Government of the United States.

2. Each party shall pay its own personnel costs.

3. The costs of extension of local utilities requested by the United States and provided by the Government of the Republic of Turkey to the perimeter of the installations shall be met by the Government of the United States.

ARTICLE IX

1. The deployment into or from Turkey and operations of rotational squadron aircraft of the United States authorized to be stationed at Incirlik installation in support of NATO defense plans, their related support

units, and aircraft which support activities authorized by Article I, Paragraphs 1 and 2, of this Agreement, shall be carried out in accordance with implementing agreements. These agreements shall also include:

A. Procedures for the joint use of Incirlik installation and for the provision of air traffic control services; and

B. Procedures for training of rotational squadron aircraft at Incirlik.

2. Procedures for additional training in support of NATO defense plans will be established. Implementation of this training will be accomplished through separate protocols.

3. Aircraft operating in support of these activities shall have access to designated military and civilian airfields serving such activities. Supply vessels operating in connection with these activities shall have access to Turkish seaports to be authorized by the Government of the Republic of Turkey.

4. Provisions, consistent with this Agreement, will be established to facilitate movement of United States aircraft between installations and to and from Turkey.

ARTICLE X

The provisions of the Montreux Convention are reserved.

ARTICLE XI

The installations specified in Article I, Paragraph 1 above are subject to inspection by the appropriate Turkish authorities. The inspections in question shall be on the basis of mutually satisfactory administrative arrangements between the competent authorities of the Parties.

ARTICLE XII

Nothing in this agreement shall be in derogation of the inherent right of the Government of the Republic of Turkey under international law to take all appropriate restrictive measures required to safeguard its national existence in case of emergency situations.

ARTICLE XIII

1. This Supplementary 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

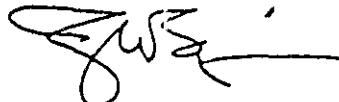
in advance of the end of this initial five-year period, it will continue to be in effect from year to year until terminated by agreement of the Parties or by either Party upon 3 months' notice prior to the end of each subsequent year.

2. In the event of termination of this Agreement, the Government of the United States shall complete the process of its withdrawal and liquidation within one year after the effective date of termination. This Agreement shall be considered to remain in force for the purpose of such withdrawal and liquidation.

ARTICLE IX

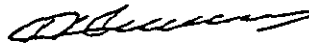
Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March , 1980

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:



James W. SPAIN
Ambassador of the
United States of America

FOR THE GOVERNMENT OF
THE REPUBLIC OF TURKEY:



Hayrettin ERKIYEN
Minister of Foreign Affairs

AGREEMENT

BETWEEN THE

GOVERNMENT OF THE UNITED STATES OF AMERICA

AND THE

GOVERNMENT OF THE REPUBLIC OF TURKEY

REGARDING RECIPROCAL QUALITY ASSURANCE

SERVICES

I. PREAMBLE

- A. This Agreement sets forth the terms, conditions, and procedures under which the Government of the United States of America (U.S.) and the Government of the Republic of Turkey (hereinafter referred to as "the Governments") shall provide one another with reciprocal Government Quality Assurance (GQA) services for the procurement of defense materials and services, regardless of the method of purchase. Such GQA Services shall be accomplished without charge in accordance with established and documented directives, regulations and procedures acceptable to, and in compliance with the laws of, the Governments. The objective of this Agreement is to ensure each participating government is able to employ the most effective and efficient GQA services possible when acting under this Agreement. This Agreement will be implemented prospectively and will be applicable to new Foreign Military Sales (FMS) cases and commercial contracts with implementation dates on or after the effective date of this Agreement.
- B. Notwithstanding any other provisions of this Agreement, if special arrangements for QA support are made under an international cooperative project in which the Governments participate, those special arrangements shall have precedence over this Agreement.

II. GENERAL SCOPE AND DEFINITIONS

- A. The obligations of the Parties under this Agreement are subject to the availability of funds for such purposes.
- B. While GQA shall be performed without charge to the Delegator, the expenses for product expended in GQA will be borne by the contracting parties. In the event of unusually heavy costs being incurred by the Delegatee, appropriate charges may be negotiated.
- C. The following definitions apply for this Agreement:
1. Delegator: The representative authorized by the purchasing government to request GQA support from the host government.
 2. Delegatee: The representative authorized by the host government to ensure GQA support is performed on behalf of the purchasing government.
 3. Government Quality Assurance (GQA): The process by which the appropriate national authorities establish confidence that the contractual requirements relating to quality are met.

2. Allied Quality Assurance Publication (AQAP) 170 - NATO Guide for the Delegation of Government Quality Assurance.
- E. Requests for GQA support under this Agreement will normally be restricted to those cases in which quality cannot be verified satisfactorily after receipt of the deliverables of a contract or GQA support at source is considered essential.
- F. Purchases by Turkey from the U.S. under the U.S. Foreign Military Sales (FMS) Program shall be in accordance with the U.S. Arms Export Control Act and associated regulations, policies, and procedures. Normally, such FMS purchases shall be afforded the same GQA support as the U.S. Department of Defense invokes for similar procurements that it makes for its own use.
- G. For all other contracts issued by the U.S. or Turkish Governments, e.g., direct procurements of defense products, the purchasing government may request the host government to provide any GQA services considered appropriate, based on AQAP 170.
- H. When GQA support is contemplated, the purchasing Government shall assure:
1. Provisions are made for the host government to act on behalf of the purchasing government as their GQA representative,
 2. Authorization for host government GQA representatives access to contractor facilities and records, and use of contractor assets, as necessary for the performance of GQA support, and
 3. Appropriate contract quality requirements are a part of the contract. The Governments may use contract quality assurance documents, standards, or models other than Allied Quality Assurance Publications (AQAPs) (e.g. ISO 9000 standards).
- I. If the host government believes GQA support is necessary at a subcontractor facility in a third country, it shall notify the purchasing government. The purchasing government shall be responsible for GQA support in a third country.
- J. Each government will establish and identify a central control point(s) to receive all requests for GQA support via the focal point of the other government:

1. Requests by the U.S. for GQA support by Turkey shall be sent via:

Defense Contract Management Agency
DCM Southern Europe — Israel
Attn: DCMDI-GGI
APO AE 09830-7228

To

Ministry of National Defense
Technical Services Department
(MSB Teknik Hizmetler Dairesi Başkanlığı)
Bakanliklar Ankara Turkey

2. Requests by Turkey for GQA support by the U.S. shall be sent via:

- | | |
|---|--|
| a. Milli Savunma Bakanlığı
Teknik Hizmetler Dairesi Başkanlığı
(Ministry of National Defense
Technical Services Department)
Bakanliklar Ankara Turkey | Phone : +90-312-402 5271
Fax : +90-312-417 5488 |
| b. Milli Savunma Bakanlığı
Diş Tedarik Dairesi Başkanlığı
(Ministry of National Defense
Foreign Procurement Department)
Bakanliklar Ankara Turkey | Phone : +90-312-402 3223
Fax : +90-312-417 7342 |
| c. Milli Savunma Bakanlığı
Savunma Sanayii Müsteşarlığı
(Ministry of National Defense
Undersecretariat for Defense Industries)
06100 Bahçelievler Ankara Turkey | Phone : +90-312-417 2327
Fax : +90-312-417 3266 |
| d. Washington Silahlı Kuvvetler Ateşeliği
(Washington Armed Forces Attachee) | Phone : +1-202-612 6772
Fax : +1-202-238 0623 |
| e. Kara Kuvvetleri Lojistik Komutanlığı
(Land Forces Logistics Command) | Phone : +90-312-222 6320
Fax : +90-312-342 2031 |
| f. Hava Kuvvetleri Lojistik Komutanlığı
(Air Forces Logistics Command) | Phone : +90-312-244 6376
Fax : +90-312-249 1066 |

To:

Defense Contract Management Agency
DoD Central Control Point
Attention: DCMA-FBFR
8725 John J. Kingman Road
Suite 4539
Fort Belvoir, VA 22060-6221
USA

Phone: (+1-7-3-767-4102)

- K. Each central control point shall be responsible for arranging for the performance of the required GQA support by its appropriate national organization. The central control point of each government shall endeavor to keep the focal point of the other apprised of current GQA practices and resources to help ensure that requests for QA support are reasonable and prudent. The focal point of each government shall advise the central control point of the other, regarding requirements for contract quality assurance and clarify requests for GQA support, as requested.
- L. The purchasing government may perform other necessary contract administration functions (e.g., government property surveillance), including GQA functions not delegated to the host nation, through its own on-site representatives. If this election is made, the purchasing government shall so inform the host government in order to avoid duplication of work that otherwise might be performed by the host government. In the spirit of teamwork, terms of reference will be established describing the working relationship between the host and purchasing government representatives. The terms of reference will be included in the QA Delegation Implementation Plan.
- M. Visits by representatives of the purchasing government to its contractor at a site within the territory of the host government shall be coordinated with the host government, who shall have the right to accompany the visitors. Access of the purchasing government to its contractors, subcontractors, and their records, as may be authorized contractually, shall not be impaired or affected in any other way by the provisions of this Agreement.

III. GQA DELEGATION IMPLEMENTATION PLAN

In order to implement the provisions of this Agreement, a mutually agreed upon GQA Delegation Implementation Plan shall be developed by the national authorities in each country. The plan shall describe, in detail, the actual GQA delegation process and specific information concerning delegation requirements, i.e., forms, responsibilities, communications, problem resolution, records, risk assessment feedback, surveillance plans, etc. The plan shall be reviewed annually and modified, as necessary, to ensure that the intent of the Agreement is being implemented properly.

IV. PROCEDURES

- A. Requests for GQA services shall be made in accordance with STANAG 4107 and AQAP-170 in a format that is agreed upon by the Delegator and Delegatee. Electronic transmission of requests is encouraged and e-mail addresses, if available, will be provided in the GQA Delegation Implementation Plan. The specific forms to be used and delegation process will be as provided in the GQA Delegation Implementation Plan. Each request will include, as a minimum:
1. Reference to this Agreement;
 2. Applicable contractual instrument;
 3. Contractual Quality Assurance requirement (e.g. specification or standard);
 4. A listing of the minimum GQA support functions or tasks being requested;
 5. If technical communication regarding the affected work is to be addressed to anyone in addition to the Delegator, the request for GQA support must identify the addressee;
 6. Unless otherwise mutually agreed in the GQA Delegation Implementation Plan, the request for GQA will be accompanied by the applicable contractual instrument, changes or amendments thereto, and related technical data;
 7. Method of product release after GQA, and
 8. Blank copy of Statement of GQA Performance/Completion, as defined in the GQA Delegation Implementation Plan. (e.g., CoC in accordance with Annex F to AQAP 170)
 9. Delegator's address, phone, fax, e-mail, etc.
- B. The Delegator may modify a request for GQA support during contract performance after consultation with the Delegatee.
- C. Risk assessments shall be performed, by the delegator, on each contract prior to delegating GQA to the host government. Each request for GQA will identify the GQA functions or tasks required to be performed by the Host Government to mitigate the identified risks. A copy of the risk assessment should accompany each request for GQA.
- D. Upon receipt of the request for GQA, the delegatee shall develop a GQA surveillance plan detailing the surveillance activity to be performed based on the delegation received and the contractors past performance. Upon request, the delegatee shall provide the delegator a copy of the GQA surveillance plan.

- E. Within 45 days after receipt of a request for GQA support, the Delegatee shall provide acknowledgment of the request to the Delegator in a format agreed upon in the QA Delegation Implementation Plan. With its acknowledgment, the Delegatee shall also indicate one of the following:
1. Acceptance of the request without qualification,
 2. Acceptance of the request with qualification explained in writing, or
 3. Rejection of the request for reasons explained in writing.
- F. Rejection of delegations will be on an exception basis only and will be limited to unusual circumstances. If the requirements imposed by a request for GQA support include functions beyond the current technical capabilities or resource capacities of the host government, the Delegatee shall immediately notify the Delegator. In such cases, the Delegator shall make other arrangements for the performance of the affected functions. If any GQA support function requested by the Delegator is beyond the capability or capacity of the host government, the Delegatee shall not procure the resources needed to perform such function without the written consent of the Delegator.
- G. In order to ensure appropriate GQA functions are requested on the delegation, the Delegatee should advise the Delegator on the acknowledgement form when requests for GQA are considered excessive or insufficient, based on risk assessment and the Delegatee's knowledge of the contractor's current or past performance. The Delegator is the final authority for defining the GQA requirements.
- H. The GQA Delegation Implementation Plan shall allow for situations that require immediate and urgent GQA surveillance activity that would not be possible within the established delegation acknowledgement cycle times. Acceptance or rejection of such urgent GQA requests remains with the Delegatee.
- I. Upon acceptance of a request for GQA support, the Delegatee shall implement a quality assurance program to accomplish the requested surveillance activity, in accordance with established national practices. The Delegator and Delegatee may mutually establish the requirements for the required GQA support.
- J. The purchasing government shall inform its contractor as to who shall perform the required GQA or this will be stated in the contract.
- K. The Delegatee shall inform the Delegator of the accomplishment of GQA support on each batch, lot, and/or shipment in the format stated on the request for GQA. If a Statement of GQA Performance/Completion is required, it should be so stated on the request for GQA. The statement shall be in a format that is agreed upon by the Delegator and Delegatee in the GQA Delegation Implementation Plan. A blank copy of the statement form, if required, should be provided to the delegatee with the request for GQA. The statement will not be signed by the delegatee until the

affected material or equipment is ready to deliver. The Statement of GQA Performance/Completion shall include, as a minimum, the following:

1. A statement attesting the supplies and/or services have been subject to CQA services;
 2. Contract number and/or order number and date,
 3. Supplier and supplier generated shipment number,
 4. Contract schedule information (contract line item number, stock/part number and name, and item quantity), and
 5. Name and signature of Delegatee and date of signature.
- L. The Delegatee shall maintain records of all GQA surveillance activity performed in support of a request for GQA. The specific details for record retention (e.g. length of time to retain) shall be described in the GQA Delegation Implementation Plan. GQA surveillance records shall be made available to the Delegator upon request.
- M. Direct communication, both written and verbal, between the Delegatee and the Delegator is encouraged. Written communications shall be dispatched by the most effective and efficient means possible, as appropriate to the circumstance.
- N. Risk information relative to contract and contractor performance shall be exchanged between the Delegator and Delegatee during the execution of GQA surveillance activity, for a specific request for GQA. The GQA Delegation Implementation Plan shall describe the methods by which this information will be exchanged.
- O. Correspondence between the Delegator and the contractor, pertaining to quality assurance shall be transmitted through the Delegatee. The Delegatee shall provide copies of any GQA reports or records related to a specific request for quality assurance upon the request of the Delegator.
- P. The purchasing government shall retain final authority over contract interpretations and enforcement actions, and it shall advise the assigned GQA support office in a timely fashion on such matters.
- Q. The Delegatee should be empowered to approve a request for deviation or waiver by a contractor unless such request affects safety, reliability, maintainability, interchangeability, storage life, performance, or cost. This authorization shall be clearly stated on the request for GQA. Upon request, the Delegatee shall forward to the Delegator for record any request for deviation or waiver approved by the Delegatee. The Delegatee shall forward to the Delegator for action any request for deviation or waiver received that is not actionable by the Delegatee. The format

of such requests shall be specified in the contract or GQA Delegation Implementation Plan.

R. The Delegator may request the Delegatee to participate in a variety of contractual matters related to the performance of GQA support functions. The involvement and role desired of the Delegatee in such activities shall be clearly specified on the request for GQA support, provided, they are permitted by the contract. The Delegatee may decline to furnish such services if the Delegatee considers them to be outside normal GQA support functions. Such declination should be so stated on the acknowledgement of GQA form.

S. If at any time during the course of the order, the Delegatee cannot proceed with a GQA support function the delegatee shall so advise the Delegator of the facts as expediently as possible. Situations warranting notification shall include, but are not limited to:

1. Deficiencies in the contractor's quality system or product,
2. Events considered to be of major importance, or
3. Deficiencies expected to be a cause of excessive delay.

T. The Delegator and Delegatee shall mutually agree to the format for such notification in the GQA Delegation Implementation Plan. The notification shall include, as a minimum, the following:

1. Contract and/or order number,
2. Supplier,
3. Statement of unsatisfactory condition, to include the applicable contractual provision concerning noncompliance, and
4. Signature of Delegatee and date.

V. RESPONSIBILITY AND LIABILITY

Nothing in this Agreement shall relieve the contractor of any responsibilities under the contract. No liability shall attach to the Government, its officers, or agents, acting under this Agreement on behalf of the other Government. Should defective materials or services be detected subsequent to delivery, the Delegatee shall assist the Delegator in the investigation of such defects.

VI. SECURITY AND PROTECTION OF INFORMATION

A. Unless otherwise directed or stated, data generated or obtained through the implementation of this Agreement shall be considered unclassified, but for

Official Government Use Only. To the extent authorized by law, such data shall be exchanged by the Governments in confidence and shall be safeguarded in a manner that ensures its proper protection from unauthorized disclosure.

- B. Any classified information, data, or material exchanged under the terms of this Agreement shall be protected in accordance with the U.S./Republic of Turkey General Security of Military Information Agreement of 21 March 1986 and the U.S./ Republic of Turkey Industrial Security Agreement of 14 July 1986.
- C. To assist in providing the desired protection, each Government shall mark classified information furnished to the other with a legend indicating the country of origin, the security classification, the conditions of release, and the fact that the information relates to this Agreement.
- D. Each Government shall take all lawful steps available to it, to keep information and data exchanged in confidence under this Agreement free from disclosure under any legislative provision, unless the other Government consents to such disclosure.
- E. In the event of termination or expiration of this Agreement, the provisions of this Article shall continue to apply.

VII. CHARGES

GQA services provided under this reciprocal Agreement shall be provided free of charge, subject to a joint review of the services being exchanged at not less than three-year intervals to ensure general reciprocity is being maintained. Any such review will include the quality of GQA services being provided. If, as a result of such a review, either Government determines that charges will be necessary, charges may be imposed after not less than twelve months advance notice in accordance with Section IX.

VIII. REVIEW AND REVISION

This Agreement shall be reviewed not less often than every three-years to determine if implementation has been as intended and to revise the Agreement as necessary. Minor changes, such as address changes to the central control points, shall not, in themselves, necessitate revision to this Agreement. Current addresses will be maintained in the GQA Delegation Implementation Plan until such time as this Agreement is revised.

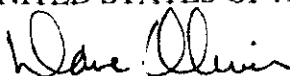
IX. DURATION AND TERMINATION

- A. This Agreement shall enter into force on the date of the last signature and will remain in effect for a five-year period following its signing. Unless otherwise agreed by the governments, the duration will automatically extend for another five-year period.

- B. If, however, either government considers it necessary to terminate this Agreement, written notification of its intention will be given to the other government twelve months in advance of the effective date of the termination.
- C. Unless otherwise agreed, if either party terminates this Agreement, GQA services will continue to be provided until contract completion for those contracts for which GQA support is being provided under this Agreement.
- D. Any misunderstanding regarding the interpretation or application of this Agreement will be resolved by consultation between both Parties and will not be referred to an international tribunal or third party for settlement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement in both English and Turkish languages. In case of conflict between the different language texts, the English language text shall be the governing text.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



David R. Oliver

Under Secretary of Defense
(Acquisition, Technology & Logistics)

Date: FEB 14 2001

Place: Washington, DC

FOR THE GOVERNMENT OF THE
REPUBLIC OF TURKEY



S. Işık KOŞANER, Lt. General

Under Secretary of the Ministry of
National Defense

Date: MARCH 12, 2001

Place: ANKARA