

**No. 48983**

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**Turkey  
and  
United States of America**

**Agreement between the Turkish General Staff as represented by the Turkish Naval Forces Command and the Department of Defense of the United States of America as represented by the Defense Energy Support Center concerning the exchange and reimbursement of marine aviation and propulsion fuels (with annexes). Ankara, 20 March 2007, and Fort Belvoir, Virginia, 4 April 2007**

**Entry into force:** *20 October 2009, in accordance with article 6*

**Authentic texts:** *English and Turkish*

**Registration with the Secretariat of the United Nations:** *Turkey, 1 September 2011*

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**Turquie  
et  
États-Unis d'Amérique**

**Accord entre l'État-major général turc, représenté par le Commandement des forces navales turques, et le Département de la défense des États-Unis d'Amérique, représenté par le Centre d'appui à la défense en matière d'énergie, concernant l'échange et le remboursement des carburants de propulsion de l'aviation et de la marine (avec annexes). Ankara, 20 mars 2007, et Fort Belvoir, Virginie, 4 avril 2007**

**Entrée en vigueur :** *20 octobre 2009, conformément à l'article 6*

**Textes authentiques :** *anglais et turc*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Turquie, 1<sup>er</sup> septembre 2011*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**AGREEMENT  
BETWEEN  
THE TURKISH GENERAL STAFF  
AS REPRESENTED BY  
THE TURKISH NAVAL FORCES COMMAND  
AND  
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA  
AS REPRESENTED BY  
THE DEFENSE ENERGY SUPPORT CENTER  
CONCERNING  
THE EXCHANGE AND REIMBURSEMENT OF  
MARINE AVIATION AND PROPULSION FUELS**

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## **PREAMBLE**

The Department of Defense of the United States of America (U.S. DoD), as represented by the Defense Energy Support Center (DESC) and the Turkish General Staff (TGS), as represented by the Turkish Naval Forces Command (TNFC), hereinafter referred to as the "Party" or "Parties;"

Recognizing the Agreement for Cooperation and Defense and Economy Between the Governments of the United States of America and the Republic of Turkey in Accordance with Articles II and III of the North Atlantic Treaty, with implementing annexes, signed March 29, 1980, entered into force December 18, 1980;

Recognizing the Agreement Supplementing and Extending the Agreement of March 29, 1980 for Cooperation on Defense and Economy, exchange of letters March 16, 1987; entered into force March 16, 1987; and

Recognizing the Acquisition and Cross-Servicing Agreement between the Department of Defense of the United States of America and the General Staff of the Republic of Turkey, with annexes, entered into force August 12, 1996, with the Implementing Arrangement Concerning Mutual Logistic Support, entered into force on August 12, 1996; and

Having a common interest in mutual exchange and accounting of bulk ship and aviation fuels.

Have agreed as follows:

## **I. PURPOSE, SCOPE AND APPLICABILITY**

### **1.1. Purpose.**

1.1.1. This Agreement establishes the terms and conditions whereby the Parties may exchange marine aviation (NATO Fuel Code F44), marine propulsion fuel (NATO Fuel Code F76) and aviation fuel (NATO Fuel Code F34, F35) worldwide on a replacement or reimbursement basis.

1.1.2. Third Party NATO members may participate in this Agreement as mutually agreed in writing by the Parties. The balance of one Party or a Third Party may be reconciled against the account of another Party or Third Party.

### **1.2. Scope and Applicability.**

1.2.1. This Agreement applies to the worldwide fueling of ships of the Parties at ports or at sea where prior permission to dock or receive support at sea has been granted by the navy of either Party.

1.2.2. For the purpose of this Agreement, DESC shall act as broker or settlement agent for reconciliation of transactions between the Turkish Navy (TN) and a Third Party as mutually agreed in writing.

1.2.3. The Parties shall exchange fuel between ships, ships and shore, and shore to ship based on fuel availability. For the purpose of this Agreement, assets authorized for refueling include:

1.2.3.1. For U.S. DoD: U.S. DoD Petroleum Oil Lubricants Depots (POL), DoD vessels, civilian vessels under military contract, other federal agency vessels, for example, Coast Guard and National Oceanic Atmospheric Administration, as specified by DESC.

1.2.3.2. For TNFC: TN. Petroleum Oil Lubricants Depots (POL), Navy vessels, aircrafts, as specified by TN .

1.2.4. The Parties shall reconcile, replace and/or reimburse each other for bulk fuel exchanges according to Articles IV and V.

## **II. RELATIONSHIP**

### **2.1. U.S. DoD.**

2.1.1. DESC is the administrator of this Agreement.

2.1.2. DESC-Europe (DESC-EU) is the point of contact for administration of this Agreement.

2.1.3. The U.S. Navy is the sole U.S. authority for granting permission to berth at a U.S. Navy port or for refueling at sea.

### **2.2. TNFC.**

2.2.1. TNFC is the administrator of this Agreement.

2.2.2. TNFC Logistics Fuel Division is the point of contact for administration of this Agreement.

2.2.3. The Turkish Navy is the sole authority for granting permission to berth at a Turkish Navy port or for refueling at sea.

## **III. RESPONSIBILITIES**

3.1. The Parties shall document all refueling transactions with complete information so the receiving Party can validate the transaction.

3.2. The Parties shall meet to reconcile accounts and reimburse each other for fuel exchanges according to Article V.