

No. 19829

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
TURKEY**

**Exchange of notes constituting an agreement concerning a
loan by the Government of the United Kingdom to the
Government of Turkey (with annex). Ankara, 19 De-
cember 1980**

Authentic text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
3 June 1981.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
TURQUIE**

**Échange de notes constituant un accord concernant un prêt
du Gouvernement du Royaume-Uni au Gouvernement
de la Turquie (avec annexe). Ankara, 19 décembre 1980**

Texte authentique : anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 3 juin 1981.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF TURKEY CONCERNING A LOAN BY THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND TO THE GOVERNMENT OF THE REPUBLIC OF TURKEY

I

Her Majesty's Ambassador at Ankara to the Chief Assistant to the Director General of the Treasury and OIEC of Turkey

BRITISH EMBASSY
ANKARA

19 December 1980

Sir,

United Kingdom/Turkey (Ankara Water Project) Loan 1980

I have the honour to inform you, with reference to the recent discussions between our Governments concerning development assistance, that it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the Government of the United Kingdom") to make available to the Government of the Republic of Turkey (hereinafter referred to as "the Government of Turkey") by way of a loan a sum not exceeding £750,000 (seven hundred and fifty thousand pounds sterling) (hereinafter referred to as "the loan") to meet the cost of control valves for the inlet structure for the first stage of development of a new water treatment plant at Ivedik near Ankara (hereinafter referred to as "the project").

2. Save to the extent to which my Government notify your Government otherwise in writing, the loan may be used only to make direct payment for goods and services listed in the annex to this Note, which are wholly produced in and supplied from the United Kingdom. This list will be conveyed to the Crown Agents for Oversea Governments and Administrations by my Government. Your Government shall advise the Crown Agents of the authorised signatories for notifying contracts they wish to be financed from the loan, and shall subsequently submit to the Crown Agents copies of such contracts together with the documents specified in paragraph A II4 of the Procedures and Practices referred to in paragraph 3 below.

3. Drawings from the loan shall be made in accordance with the Procedures and Practices Applicable to the Expenditure of United Kingdom Aid Resources, except that sections AI, AIII, AIV, AV, BIII, BIV, C and appendix E and all references to them shall not apply.

4. The loan shall not be used to meet the cost of any taxes, fees, import or customs duties imposed directly or indirectly by your Government on goods and services purchased with finance from the loan.

5. Goods shall be shipped and insured in accordance with normal commercial competitive practice.

¹ Came into force on 19 December 1980, the date of the note in reply, in accordance with the provisions of the said notes.

6. Unless my Government otherwise agrees, the period for the disbursement of this loan expires on 30 September 1982.

7. Your Government shall permit officers of the British Embassy and other servants or agents of the Government of the United Kingdom to visit the project and to examine on arrival any item of equipment purchased from the loan or the documents relating to such items, and shall furnish such officers, servants and agents with such information as regards the project, its progress and financing as they may reasonably require.

8. Your Government shall provide such finance additional to the loan as may be required to complete the project and shall ensure that it is provided during the same period as the loan and in accordance with any programme of disbursement mutually agreed by our two Governments.

9. Your Government shall repay to the Government of the United Kingdom in pounds sterling in London the total sum borrowed under the loan. The repayments shall be made by instalments paid on the dates and in the amounts specified below; except that if, on the date when any such instalment is due to be paid, the amount outstanding is less than the amount specified for that instalment only the amount then outstanding need be paid:

INSTALMENTS

<i>Date due</i>	<i>Amount</i>
19 June 1986 and 19 December 1986 and each 19 June and 19 December thereafter until 19 June 2005 inclusive	£18,800
19 December 2005	£16,800

Notwithstanding these provisions, your Government shall be free to repay at any earlier time to my Government in pounds sterling in London any amount of the loan that is outstanding.

10. Your Government shall pay interest to the Government of the United Kingdom in pounds sterling in London on drawings from the loan, in accordance with the following provisions:

- (a) The rate of interest in respect of each drawing shall be 6% (six per cent) per annum commencing from the draw-down date of the relevant drawing;
- (b) Interest shall be calculated on a day-to-day basis on the balance of the total drawings from the loan for the time being outstanding, after deduction of the total repayments made under the provisions of paragraph 9, the drawings being reduced in chronological order by such repayments for the purposes of the calculations;
- (c) The first payment of accrued interest shall be made on 19 June 1981 and subsequent payments shall be made on 19 December and on 19 June in each year, save that if no drawing has been made by 19 June 1981 interest shall be payable only from the 19 June or 19 December next following the first drawing.

11. If the foregoing proposals are acceptable to the Government of Turkey I have the honour to propose that the present Note, together with Your Excellency's reply in that sense, shall constitute an Agreement between the Government of the United Kingdom and the Government of Turkey which shall enter into force on the date of Your Excellency's reply, and which shall be known as the United Kingdom/Turkey (Ankara Water Project) Loan 1980.

I avail myself of this opportunity to convey to you, Sir, the assurance of my highest consideration.

P. H. LAURENCE

ANNEX

*United Kingdom/Turkey (Ankara Water Project) Loan 1980**Goods*

- 2 No. Blakeborough Ltd. 1000 mm. × 685 mm. × 1000 mm. Larner Johnson in line flow control and energy dissipating valves for K. B. pipeline branch.
- 2 No. Blakeborough Ltd. 1000 mm. × 685 mm. × 1000 mm. Larner Johnson valves, as above, but for Camlidere Pipeline branch.
- 1 No. Set of Coplastix stop logs and frames. Stop logs specially formed from steel reinforced plastic and fitted with under water lifting bars. The set to comprise:
 - 4 No. frames having clear opening 3500 mm. wide × 6200 mm. deep, complete with two stop logs and one under water lifting bar for aerator chamber.
 - 4 No. frames as above for clear opening 2800 mm. wide × 3200 mm. deep, complete with four stop logs and one under water lifting bar, for stream outlets.
 - 2 No. frames as above for clear opening 2000 mm. wide × 4200 mm. deep, complete with two stop logs and one under water lifting bar for aerator chamber.

All necessary Viking Johnson couplings and flange adaptors.

- 2 No. Kent 2200 mm. dia. Dall short insert
- 2 No. Kent Deltapi "E" flow transmitter
- 1 No. set of necessary Kent Computer cards
- 2 No. Kent Flexel 7 digit integrator
- 6 No. Kent Record series 72 receiving indicators for filter control. chemical house and chlorine building panel.

Services

A surge pressure check on the pipeline.

II

*The Chief Assistant to the Director General of the Treasury and OIEC of Turkey
to Her Majesty's Ambassador at Ankara*

19 December 1980

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of 19th December 1980 which reads as follows:

[See note I]

I have the honour to confirm that the foregoing proposals are acceptable to the Government of Turkey and that your Note and this reply shall constitute an Agreement between our two Governments in this matter which shall enter into force today and shall be known as the United Kingdom/Turkey (Ankara Water Project) Loan 1980.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

F. SELEKLER