

12/3

MARITIME AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF GEORGIA

AND

THE GOVERNMENT OF THE REBUPUBLIC OF TURKEY

The Government of the Republic of Georgia and the Government of
The Republic of Turkey

(hereinafter called the Contracting Parties):

Being desirous to support and to develop the relations between
the two Countries and to enhance their co-operation regularly in
the field of Maritime Relations,

Being desirous to contribute to the development of commercial
exchange between them,

In accordance with the principles of equality, mutual benefit
and assistance,

Have agreed as follows;

ARTICLE I: Aim

The aim of this Agreement is:

- To develop the Maritime relations between the two countries,
- To ensure the best navigational co-ordination; to promote
safety at sea;
- To avoid the measures causing harm to the development
of maritime transport,
- To contribute in general to the development of commercial
and economical relations between the two countries, bearing in mind
the objectives and principles existing in the spirit of Black Sea
Economic Cooperation project.
- To cooperate in the field of Ship's construction and ship's
repair.

ARTICLE II: Definitions:

For the purpose of the present Agreement:

1- The Term "Vessel of the Contracting Party" means, any merchant vessel registered as such in the shipping register of that party and flying its flag in accordance with its laws.

However, this term does not include;

a) Warships and other public vessels designed or used for non-commercial purposes.

b) Fishing vessels,

2- The term "member of the Crew of the Vessel" means the master and any person employed aboard the vessel during the voyage in the performance of functions related to the management, operation and maintenance of the vessel and whose name is shown on the crew list of that vessel.

ARTICLE III: Field Of Application:

The present Agreement applies on the territory including territorial sea of the Government of the Republic of Georgia on one side, and on the territory including territorial sea of the Government of the Republic of Turkey on the other side.

However, the provisions of the present Agreement shall not apply to cabotage, ports not open for international shipping and activities reserved by laws by each of the Contracting Parties, in particular the provisions of port services, tugging, pilotage, salvage and maritime

assistance, fishing operations carried out in the territorial sea of each Contracting Party, and inland navigation. The Contracting Parties confirm their attachment to the principle of freedom of maritime navigation and agree to avoid the measures causing harm to normal development of International Navigation.

ARTICLE IV: Treatment to be accorded to Vessels at Ports:

1- Each of the Contracting Parties shall ensure vessels of the other Contracting Party in its ports the same treatment as is accorded to its own vessels in matters of access to ports, freedom to enter, remain in and leave harbour, the use of port facilities and of all other facilities ensured by it in connection with navigation and commercial operations for the vessels and their crew, passengers and cargoes. ↑

This provision shall apply in particular to the allocation of berths alongside and to facilities for loading and discharging.

2- Each Contracting Party shall grant to the vessels of the other Contracting Party the non-discriminatory treatment in respect of port dues and charges as stipulated in current port tariffs which are applicable to foreign flag vessels.

3- The Contracting Parties shall, within the framework of their laws and port regulations, take the necessary steps to reduce, as far as possible, the time for stay of vessels in their ports and simplify compliance with the administrative, customs and health formalities in force in those ports.

ARTICLE V: Nationality of vessels and Documents on Board.

1- Each of the Contracting Parties shall recognize the nationality of vessels of the other Contracting Party established on the documents on board such vessels and issued by the competent authority of the other Contracting Party in accordance with its laws and regulations.

2- The documents on board issued or recognized, by the competent authority of one the Contracting Party for the vessels flying its flag shall also be recognized by the other Contracting Party.

3- The vessels of each of the Contracting Parties holding Tonnage Certificate issued in accordance with the International Convention on Tonnage Measurement of Ships, 1969 or legislation in force shall be exempted from remeasuring of tonnage in the ports of the other Contracting Party. In the case of modification of the system of Tonnage Measurement by one of the Contracting Parties, the Contracting Party concerned shall inform the other Contracting Party of the modification in order to determine the equivalency conditions

ARTICLE VI: Seamen's Identity Documents:

Each of the Contracting Parties shall recognize the seamen's identity documents duly issued by the competent authorities of the other Contracting Party and shall grant the holders of such documents the rights referred to in Article VII and VIII on the conditions therein stipulated. The said identity documents are, as concerns the Republic of Georgia, "Seafarer's Passport", as concerns the Republic of Turkey, "Seamen's Identity Card-Gemi Adamı Cüzdanı".

ARTICLE VII: Seamen's Rights and Obligations in the Port
of Call:

Any person holding the identity documents referred to in Article VI may, without a visa, go ashore and stay in the "Commune" and/or "Municipality" in which the port of call is situated while the vessel remains in the said port, provided his name is entered in the vessels crew list and in the list of personnel handed by the master of the vessel to the port authority.

Both on going ashore and returning aboard the vessel, such persons shall comply with the regulatory controls.

ARTICLE VIII: Rights of transit and stay of seamen.

1- Any person holding the identity documents referred to in Article VI shall be entitled, irrespective of the means of transport used:

- a) after being discharged, to proceed directly to a country where admission is guaranteed in so far as travel expenses are covered;
- b) to enter the territory of one of the Contracting Parties in order to enrol on a specific vessel in a specific port of that country;
- c) to pass through the territory of one of the Contracting Parties either in order to enrol on board a specific vessel which lies in a specific port, or in order to be transferred from a vessel which is calling there to another vessel lying in a port of one of the Contracting Parties or in a port abroad.

2- In all cases referred to in paragraph 1, the identity documents must bear the visa of the other Contracting Party. Such visa shall be granted as quickly as possible.

3- Where a crew member holding the identity documents referred to in paragraph 1, is disembarked at a port of the other Contracting Party for health reasons, purposes of service or for other reasons recognized as valid by the competent authorities, the latter shall give the necessary authorization for the person concerned to remain in its territory in the event of his hospitalisation and to return to his country of origin or proceed to another port of embarkation by any means of transport.

4- For the same purposes as those enumerated in paragraph 1 above, any person holding the identity documents referred to in article VI who do not possess the nationality of one of the Contracting Parties shall be granted the entry or transit visas required for the territory of the other Contracting Party provided readmission to the territory of the Contracting Party which issued the identity documents is guaranteed.

5- Without prejudice to the provisions of Articles VI and VII and also above paragraphs of the present article, the provisions in force in the territories of the Contracting Parties relating to the entry, abode and removal of aliens shall remain applicable.

6- The Contracting Parties reserve the right to prohibit access to their respective territories to any person possessing the above-mentioned seaman's documents whom they consider undesirable.

ARTICLE IX: Judicial prosecution of a crew member:

1- The Judicial authorities of a Contracting Party shall have no jurisdiction to hear civil proceedings relating to a maritime service contract of a crew member of a vessel of the other Contracting Party unless with the consent of the competent diplomatic or consular officer of the country whose flag such vessel flies.

2- Where a crew member of a vessel of a Contracting Party has committed aboard such vessel an offence while the vessel is in the territorial waters of the other Contracting Party, the authorities of the State where the vessel lies shall not instigate criminal proceedings against him without the consent of a competent diplomatic or consular officer of the State whose flag the vessel flies, unless:

a) the consequences of the offence affect the territory of the State where the vessel lies; or

b) the offence is likely to Jeopardise public order or security;

or

c) the offence has been committed against a person who is not a crew member; or

d) the instigation of criminal proceedings is essential for the suppression of drug traffic.

3- The provision of paragraph 2 of this Article shall not prejudice the rights of the competent authorities in all matters concerning the enforcement of the laws and regulations relating to the entry of aliens, to customs, public health and other measures of control over the of safety vessels and ports, the protection of human life and the security of goods and the protection of marine environment.

ARTICLE X: Vessels in Distress.

1- If a vessel of one of the Contracting Parties is stranded or grounded, or suffers any other damage in the territorial sea or near by area of the other Party, the competent authorities of such Party:

- shall inform the diplomatic agent or the consular officer of the State whose flag such vessel flies for him to assume the functions incumbent on him;

- shall afford the same protection and assistance to the crew members and passengers, and to the vessel and its cargo, as would be given to a vessel flying its own flag.

2- If a vessel has been damaged, its cargo and stores shall not be liable to customs duties insofar as they are not released for consumption or used on the spot.

3- Salvage operations and its organization shall be according to the S.A.R. Convention (IMO 1979) and in conformity with the relevant national legislation.

ARTICLE XI: Transfer of Income and other Receipts of Shipping Companies.

1- Each of the Contracting Parties grants to the Shipping Companies of the other Contracting Party the right to use, for the purpose of making payments, income and other receipts received within the territory of the first Contracting Party and deriving from maritime transports.

2- Each of the Contracting Parties grants to the same companies the right to transfer such incomes and other receipts after deduction of all payments mentioned above in the territory of the other Contracting Party and according to laws and regulations of that Party.

3- Each of the Contracting Parties shall facilitate such transfers.

ARTICLE XII: Rights of Navigation and Co-operation.

1- For the execution of this Agreement, the Competent Authorities of the Contracting Parties are:

- On the part of the Government of the Republic of Georgia, the Ministry of Transport.

- On the part of the Government of the Republic of Turkey, the Ministry of Transport and Communications.

Each of the Contracting Parties will authorize its competent authorities to take the necessary measures for the application of this Agreement and hold consultations with the competent authorities of the other Contracting Party for making the necessary arrangements in accordance with its national laws and legislations, in order to ensure the application of the Articles of this Agreement.

2- The Contracting Parties have agreed in the following subjects without prejudice to the obligations at international level;

a) Develop the maritime relationship between their shipping organisations and enterprises and also co-operate very closely in the task of eliminating any difficulties which may prejudice the steady growth of maritime traffic between their countries.

b) Exchange and training of staff from various maritime activities; exchange of information necessary for accelerating and facilitating the flow of commercial goods at sea and at port and strengthening the co-operation between their merchant fleets.

c) The elimination of obstructions and other conditions tending to prevent the development of mutual Maritime Exchange.

d) Exchange of documents and recommendations related to navigation and crossing through the straits and territorial waters with respect to the activities resulting from this maritime exchange.

3- For the purpose of efficient implementation of this Agreement and for consideration of any other shipping matters of mutual interest a Joint Commission is set up. The Commission shall meet at the request of one of the Contracting Parties.

ARTICLE XIII: Disagreement

The disagreements that may arise from the application and interpretation of this Agreement will be settled by means of mutual understanding between the competent authorities of the Contracting Parties. If disagreements persist, they shall be settled through diplomatic channels.

ARTICLE XIV: Entry into force-Duration-Denunciation

1- This Agreement will enter into force after fulfilling the necessary formalities required by legislations of the Contracting Parties and after the mutual notification through diplomatic channels.

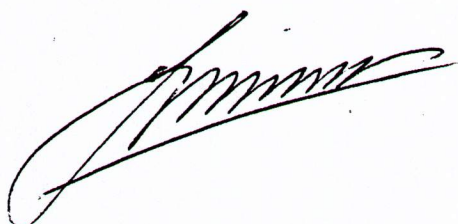
2- This Agreement is valid for a period of three years after entering into force and will be automatically renewed for successive periods of one year unless there is a denunciation notice by one of the Contracting Parties six months before the end of the period of validity.

3- Nevertheless this Agreement can be denounced through diplomatic channels and in such a case the Agreement will come to an end within six months after the receipt of the notice of denunciation by the other Contracting Party.

Done in Tibilisi on 30 July 1992 in two original copies in the English language.

The undersigned, duly authorized by their respective Governments have signed this Agreement.

For the Government of the
Republic of Georgia



For the Government of the
Republic of Turkey

