



Turkey No. 1 (2018)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Turkey on the Establishment, Functioning and Activities of Cultural Centres

London, 15 May 2018

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
November 2018*



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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF TURKEY ON THE
ESTABLISHMENT, FUNCTIONING AND ACTIVITIES OF CULTURAL
CENTRES**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Turkey (hereafter referred as the “Parties”);

With the purpose of strengthening friendship and cooperation between the Parties;

Intending to regulate the establishment and functioning of their Cultural Centres and taking into account the “Cultural Agreement” signed between the Parties in Ankara on 12 March 1956 (hereafter referred as the “Cultural Agreement”) and especially its Article 2 concerning the reciprocal establishment of cultural institutes and their functioning and activities have agreed on the following:

**Section I
Basic Provisions**

ARTICLE 1

The Cultural Agreement shall be delivered by the Turkish Party in the United Kingdom through: first, the Cultural and Educational Offices of the Turkish Embassy; and second, the “Yunus Emre Enstitüsü”, which is a subsidiary of the “Yunus Emre Foundation” which has the status of foundation under the legislation of the Turkish Party and whose administrative headquarters is located in Ankara, and which is registered at the Register of Charities in the United Kingdom of Great Britain and Northern Ireland with registration number of 1171423 and at the Registrar of Companies for England and Wales with registration number of 10261522, and its branches to be established under Article 2.

The Cultural Agreement shall be delivered by the United Kingdom Party in Turkey through the British Council, which has the status of a registered charity under the laws of England & Wales and Scotland and whose administrative headquarters is located in London: first, operating as the Cultural and Educational Section of the British Embassy; and second, as British Council Eğitim Hizmetleri Limited Şirketi (“BC LLC.”), which is a subsidiary of the British Council, established by BC Holdings (United Kingdom) Limited in order to carry out activities in relation to the Cultural Agreement, registered at Ankara (Turkey) Trade Registry with MERSIS registration number of 0187065307800016 and which has a branch in Istanbul registered at Istanbul Trade Registry with MERSIS registration number of 1599154443766194, and its branches to be established under Article 2.

The operations of the Cultural and Educational Offices of the Turkish Embassy and the Cultural and Educational Section of the British Embassy shall be governed by the Vienna Convention on Diplomatic Relations 1961 and the protocols governing diplomatic activity in force at any time in Turkey and the United Kingdom.

The remainder of this Agreement deals with the establishment, functioning and activities of the Yunus Emre Enstitüsü in the United Kingdom and BC LLC in Turkey, as non-diplomatic entities, hereinafter known as the “Cultural Centres”.

Concerning matters which are not foreseen in this Agreement, the laws and regulations of the Host Party shall apply to the Cultural Centres and their establishment, functioning and activities.

Cultural Centres and/or their personnel, regardless of their status and nationality, in case they engage in an activity or commit an act that constitutes an offence under the laws and regulations of the Host Party, shall be subject to the legal procedure foreseen in the laws and regulations of the Host Party.

Rights, obligations, privileges and brands obtained as a result of this Agreement shall not be transferred to another person or body through licence, franchising or in any other way.

ARTICLE 2

The Cultural Centre of the Turkish Party is Yunus Emre Enstitüsü located in London. The Cultural Centre of the United Kingdom Party is British Council LLC located in Ankara. These Cultural Centres may establish additional five branches. Such branches may be in the same city or in different cities, and the total number including the Cultural Centre and its branches shall be no more than six. In Turkey, these shall include Ankara, Istanbul and Izmir, and in the United Kingdom, these shall include London, Edinburgh and Birmingham, and other cities based on mutual consent, to be reached by means of diplomatic correspondence.

Each Party shall allow, based on mutual consent of the Parties to be reached by means of diplomatic correspondence, the establishment of additional branches of Cultural Centres on its territory in more than six cities. Such branches shall also be subject to the provisions foreseen for the Cultural Centres in this Agreement.

ARTICLE 3

The Cultural Centres shall serve the following purposes:

- 1) To promote mutual understanding and rapprochement between the peoples of the Parties;
- 2) To contribute to the development of relations and co-operation between the Parties in the fields of culture, education, society and science;
- 3) To inform and to teach the public about the various aspects of the country and people of the sending Party, including its people, culture, history, language and arts;
- 4) To assist the implementation of the Cultural Agreement as well as of other agreements, protocols or programmes/projects in the fields of cultural, educational and scientific cooperation between the Parties.

ARTICLE 4

The Cultural Centres, for the fulfilment of their purposes as set out in Articles 3, 7 and 8, and in compliance with the laws and regulations of the Host Party, may also organize and deliver non-permanent activities and events outside their premises.

ARTICLE 5

The Cultural Centres, for the fulfilment of their purposes as set out in Articles 3, 7 and 8, may without prior authorisation enter into direct contact with and co-operate with and perform joint activities with all natural and legal persons, either public or private, either resident/registered in the jurisdiction of the Host Party or in another State, including artists, writers, scientists, associations/foundations, research institutes, pre-schools, kindergartens, schools, high schools, colleges, public or private entities, universities and international governmental and non-governmental organizations, provided that joint activities comply with the laws and regulations of the Host Party.

The Cultural Centres, for the fulfilment of their purposes as set out in Articles 3, 7 and 8 and in compliance with the laws and regulations of the Host Party, but without being subject to the requirement of prior authorisation by the authorities of the Host Party, may receive from and provide to all natural and legal persons, either public or private, either resident/registered in the jurisdiction of the Host Party or in another country, contributions, both financial and in kind.

ARTICLE 6

The Host Party shall also allow the Cultural Centres, for the fulfilment of their purposes and in compliance with laws and regulations of the Host Party, to make use of all available methods and means of communication, including mass media, newspapers, periodicals, radio/television channels and the Internet, for providing information to the public.

Section II Activities of the Cultural Centres

ARTICLE 7

A. The Cultural Centres, for the fulfilment of their purposes, may perform the following activities:

- 1) Organisation of conferences and other similar meetings, as well as cultural events such as concerts, theatre performances, festivals and exhibitions which do not consist of cultural properties; realisation of exhibitions in Turkey provided that the permission of the relevant authorities of the Republic of Turkey is obtained;
- 2) Participation in and contribution to the events, programmes and projects undertaken by the Parties, or by other organisations, whether national or international and whether publicly or privately funded.
- 3) Screening of films and other audio-visual material;
- 4) Organisation of visits and exchange programmes between the countries of the Parties, including visits by artists, writers, researchers, academics, students, journalists and public officials, as well as the exchange of academics and students;
- 5) Receiving from abroad persons such as artists, writers, scientists, academics, journalists and public officials, for participation in the events of the Cultural Centre;
- 6) Presentation to the public, by various means, of information on diverse aspects of the country of the other Party, such as its people, civil society, culture and history;
- 7) Establishment for public use of libraries, film and audio-visual resources centres, screening rooms and information desks;
- 8) Distribution and loan of printed and audio-visual material, including books, brochures, catalogues, newspapers, periodicals, digital products, and digital media storage devices;

- 9) Production/publishing or contribution to the production/publishing of any kind of printed, audio-visual and digital material and content of cultural, educational and scientific nature, including books, brochures, catalogues, newspapers, periodicals, digital media storage devices, TV/radio programmes and internet content;
- 10) Delivery of language courses, delivery of training for trainers for improvement of language education, delivery of training on developing spoken and written language skills, delivery of seminars, provision of content, organisation of examinations and issuance of proficiency certificates, all in relation to and delivered in the language of the other Party;
- 11) Organisation of courses/seminars and competitions on various subjects concerning the countries of both Parties, including the fields of language, literature, culture, history, gastronomy and handicrafts and issuance of certificates and price-lists in connection to such courses/seminars and competitions;
- 12) Provision of scholarships and grants for study, on the conditions adopted by the Host Party or without any conditions, and subject to the entrance requirements of the educational institutes where the scholarships will be undertaken, to students studying in the countries of the Parties, without requiring the students to take any centrally organised exam in the Host Country;
- 13) Providing teaching staff, teaching services, books and other educational materials to departments and programmes in schools, universities and research organisations in the country of the Host Party with the aim of teaching and supporting research in subjects related to the other Party, such as its culture, history, language and literature, or providing financial assistance to this end;
- 14) Cooperating with local institutions and official parties in the research, protection and promotion of their respective cultural heritage (tangible and intangible heritage) within the scope of their national legal framework; stressing that the Cultural Centres may participate in research concerning the Parties' culture, international cultural relations and studies as well as the history of relations;
- 15) Support to scientific research projects;
- 16) Support to activities related to sport.

B. Each Party may allow, based on mutual consent of the Parties to be reached by means of diplomatic correspondence, other activities and events which are compatible with the purposes of the Cultural Centre as set out in Article 3.

C. The Host Party may request information on the trainees in the Cultural Centre of the other Party and its branches and on the documents (certification) the trainees receive from their training, subject to the laws of the other Party concerning data protection.

D. The Host Party shall be informed beforehand about the language training programmes to be carried out by the Cultural Centres, unless exempt by the Host Party.

ARTICLE 8

The Cultural Centres may, for the fulfilment of their purposes as set out in Articles 3, 7 and 8 and in compliance with the laws and regulations of the Host Party, recover their costs and generate a financial surplus through:

- 1) Collecting fees via any physical or electronic means from those participating in any activities set out in Article 7;
- 2) Selling any kind of printed and audio-visual material, as well as cultural and folklore items, including books, catalogues, periodicals, digital products, digital media storage devices, educational materials, posters and handicrafts, provided that the sale is carried out by the Cultural Centre itself;
- 3) Setting up and managing or giving to the management of a person or private company, kiosks for selling food and beverages inside or outside their premises in order to provide services to the participants in their activities and events;
- 4) Financial contributions to be made by third party sponsors and partners.

Each Cultural Centre may repatriate any funds to its administrative headquarters in its home State, provided that this is compliant with any tax and other requirements under the laws of the Host Party.

Each Cultural Centre, for the fulfilment of their purposes, may receive funds from its administrative headquarters in its home State, subject to the laws and regulations of the Host Party.

Section III Personnel of the Cultural Centres

ARTICLE 9

Each Party shall appoint each of the personnel (hereafter referred as the “Personnel”) to be employed in its own Cultural Centre. The Personnel may include teachers, trainers and examiners and may be a national of either of the Parties or a national of a third state if the legislation of the Host Country so permits.

ARTICLE 10

The Cultural Centres and their branches shall be each administered by a director. In the temporary absence of the director, an assistant director may be appointed to administer the Cultural Centre or any of its branches. The total number of Personnel (nationals and non-nationals) to be employed in each Cultural Centre or branch of a Cultural Centre shall be capped at 60, with any proposal to exceed that number agreed through diplomatic correspondence.

ARTICLE 11

Each Party shall, within the framework of its laws and regulations, provide to any Personnel of the other Party who is not a national of the Host Party and to qualifying dependent members of her/his family (see below), for the period of her/his appointment, visas and work or residence permits with the briefest delay possible. In respect of the United Kingdom being the Host Party, Yunus Emre Enstitüsü and its employees will benefit from membership of a preferred partnership scheme (in compliance with UK rules and regulations), which will provide a contact point for advice and guidance and simplify the documentation requirements.

Any visa or work or residence permit issued to Personnel and to qualifying dependent members of her/his family to which this Article 11 refers may restrict the holder’s permission solely to work undertaken in the administration of the Cultural Centre or in connection with the activities referred to in Articles 3, 7 and 8.

The Host Party shall not make the authorisation of such permission to work subject to the application of a resident labour market test.

Dependent family members of the Personnel shall comprise her/his spouse according to the laws of the Host Party and unmarried children under the age of 18.

The Host Party shall, within the framework of its laws and regulations, provide to the participants in the events to be held by the Cultural Centres an assurance that their individual visa applications will be processed without undue delay.

ARTICLE 12

Personnel at either Cultural Centre shall adhere to the terms of the Convention on Social Insurance between the Republic of Turkey and the United Kingdom signed in Ankara on 9 September 1959.

ARTICLE 13

The Host Party shall allow any Personnel of the other Party to import her/his household goods and personal effects from the Sending country/a third country in accordance with the customs legislation, and will abide by the qualifying criteria and maintain the necessary obligations accordingly. Where it is appropriate to do so, such imports may be exempted from customs duties and other taxes or financial charges. It is the other Party's responsibility to ensure they remain in full compliance with the Host Party's customs procedures in order to take advantage of the benefits of the customs legislation. Notification to the Host Party that this is no longer the case is required as soon as possible.

The Host Party shall also allow any Personnel of the other Party to import one motor vehicle, registered to his/her name in the country of residence, for the period of her/his assignment where appropriate, and in accordance with the customs legislation.

In both of the above situations, certain customs procedures will not be available to such Personnel who are nationals, or permanent residents of the Host Party prior to employment in the Cultural Centre. The other Party is encouraged to contact the appropriate customs authority of the Host Party to confirm what customs procedures are available for the relevant personnel.

On completion of her/his assignment in the Host Party's country, Personnel of the other Party may export their household goods, personal effects and motor vehicles and will abide by those export controls in place, and will benefit, where it is appropriate to do so, from any customs procedures that can exempt customs duties and other taxes or financial charges. Exportation can be carried out to return the items to the original sending country/third-country, or for onward dispatch to a new destination in another nation.

ARTICLE 14

Personnel at either Party's Cultural Centres shall be taxed according to the domestic law of the Host Party and according to the terms of the Double Taxation Agreement in force between the Republic of Turkey and the United Kingdom.

ARTICLE 15

The Cultural Centres shall comply with all local laws regarding supply of information to the authorities of the Host Party, for instance on employees' salary details, subject to the laws of the other Party concerning data protection.

Section IV Taxation of the Cultural Centres

ARTICLE 16

The Cultural Centres of either party shall be subject to taxation in accordance with the domestic law of the Host Party and the Double Taxation Agreement in force between the Republic of Turkey and the United Kingdom.

Section V Final Provisions

ARTICLE 17

Disagreements that may arise on the interpretation and implementation of this Agreement shall be settled through diplomatic channels.

ARTICLE 18

This Agreement shall enter into force on the date of receipt of the last written notification by which the Parties inform each other, through diplomatic channels, that they have fulfilled their national legal procedures for ratification, and shall remain in force unless one of the Parties notifies the other in writing 6 months in advance of its intention to terminate it.

ARTICLE 19

Provisions of this Agreement shall continue to be valid for six months for projects and activities not yet completed on the date of its termination.

ARTICLE 20

This Agreement may be amended at any time through mutual written consent of the Parties and such amendments shall enter into force in accordance with the same legal procedure prescribed under Article 18.

Done on 15 May 2018, in London in two originals, in the English and Turkish languages, each being equally authoritative. In case of difference of interpretation, the English text shall prevail.

**For the Government of the United
Kingdom of Great Britain and
Northern Ireland**

SIR ALAN DUNCAN

**For the Government of the
Republic of Turkey**

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