

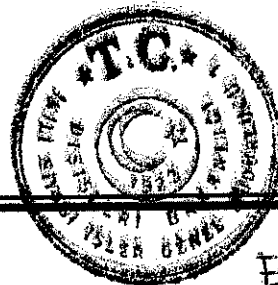
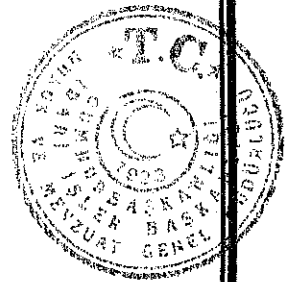
MILITARY FRAMEWORK AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
TURKEY**

AND

**THE GOVERNMENT OF THE REPUBLIC OF
SERBIA**



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**MILITARY FRAMEWORK AGREEMENT BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF TURKEY AND THE GOVERNMENT OF THE REPUBLIC OF
SERBIA**

PREAMBLE

The Government of the Republic of Turkey and the Government of the Republic of Serbia (hereinafter referred to as the "Party" or the "Parties");

Confirming their commitment to the aims and principles of the Charter of the United Nations,

Emphasizing that cooperation in various military fields, on the basis of mutual respect for sovereignty and equality of both Parties, shall contribute to the common interests and economic efficiency of the Parties,

Expressing the need for developing the existing friendly relations between the Parties on the basis of national laws, international rules and agreements,

Have agreed upon the following:

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to provide a framework for relations and develop the cooperation between the Parties in the fields specified in Article 4 of this Agreement.

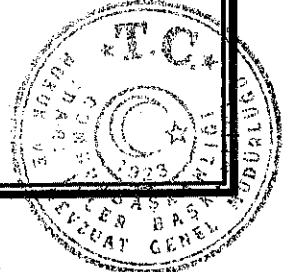
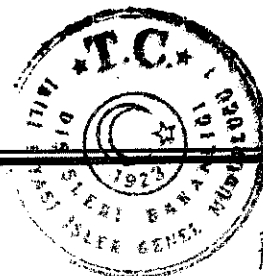
**ARTICLE 2
SCOPE**

This Agreement shall be applied to the exchange of personnel, material, equipment, information and experience in the fields specified in Article 4 of this Agreement.

**ARTICLE 3
DEFINITIONS**

The terms used in this Agreement shall have the following meanings:

1. "Sending Party" means the state sending personnel, material and equipment to the territory of the Receiving Party for the implementation of this Agreement,
2. "Receiving Party" means the state in the territory of which the personnel, material and equipment of the Sending Party are deployed for the purpose of implementing this Agreement,
3. "Guest Personnel" means the military personnel or civilian personnel employed in the armed forces or the Ministry of Defence sent by the Sending Party to the territory of the Receiving Party for the purpose of implementing this Agreement.
4. "Guest Student"; refers to the student sent by the Sending Party, to be assigned to Sending Party's Armed Forces, to the Receiving Party's military schools or other educational institutions determined by the Receiving Party.

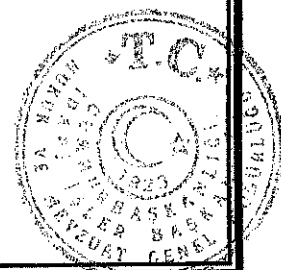
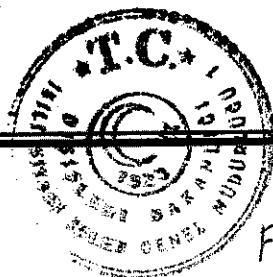


5. "Dependents" means the spouse and children of the Guest Personnel whom he or she is responsible for looking after in accordance with his/her respective national legislation.
6. "Grant" means donation or transfer of a good or service with no payment in return.
7. "Services" means training, technical information, support development, maintenance, repair, recovery, disposal, counselling support and allocation of , ground, sea and air vehicles, weapons, munitions, equipment, and the use of military facilities.
8. "Logistical Support" means the sale, grant, transfer, allocation and exchange of supplies and services.

ARTICLE 4 FIELDS OF MILITARY COOPERATION

The Cooperation between the Parties shall include the following fields:

1. Military Training and education;
2. Participating in exercises/training and joint exercises,
3. Defence industry,
4. Military cooperation and contact visits between the Armed Forces,
5. Exchange of information and experience on organizational structure of the Armed Forces, the structure and equipment of military units, personnel management,
6. Exchange of military intelligence,
7. Logistic cooperation, grant and logistic systems,
8. Military medicine and health services,
9. Communications, electronics, information systems and cyber defence
10. Operations other than war such as peacekeeping, humanitarian aid and counter-piracy operations,
11. Exchange of information on military legal systems,
12. Mapping and hydrography,
13. Exchange of personnel for professional development,
14. Exchange of Guest Personnel and units,
15. Exchange of information and experience on military, scientific and technological research areas,
16. Social, sports and cultural activities,
17. Training and exchange of information and experience on defence against mines and improvised explosive devices,
18. Training and exchange of information and experience within the scope of Natural Disaster Relief Operation,
19. Military history, archives, publication and museology.



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ARTICLE 5
PRINCIPLES OF IMPLEMENTATION AND COOPERATION

1. The Parties may carry out cooperation depending on their decisions in the following ways:

1.1 Meetings and visits of the Ministers of Defence, Chiefs of General Staff and their deputies or other officials authorized by the Parties,

1.2 Organizing training, education and courses free of charge or at reduced charges or at normal cost in accordance with the agreement reached by the Parties,

1.3 Contacts between similar military institutions,

1.4 Organizing joint discussions, consultations and meetings, and participating in courses, symposiums and conferences,

1.5 Organizing and participating in military exercises,

1.6 Exchange of information, materials, and experience in the fields of cooperation defined in Article 4 of this Agreement,

1.7 Providing mutual logistical support.

2. The Parties or Competent Authorities may conclude separate arrangements for the implementation of this Agreement in accordance with the national legislation of the Parties' states and in conformity with the provisions of this Agreement.

3. The cooperation shall be carried out by taking into consideration the mutual interests and needs of the Parties on the basis of reciprocity.

4. The material, technical information and documents exchanged in the form of grants or in return for payment, or those produced jointly by the Parties in accordance with this Agreement, separate arrangements shall not be transferred to a third party without prior mutual consent.

5. In the case that the Receiving Party decides to put the donated materials out of service, the Sending Party shall be informed about it by a written notice.

ARTICLE 6
COMPETENT AUTHORITIES AND ANNUAL IMPLEMENTATION PLANS

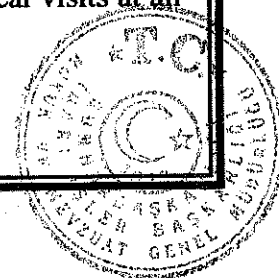
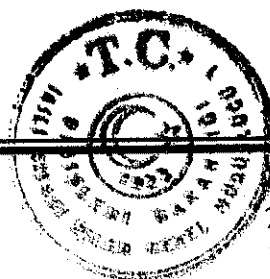
1. The Competent Authorities for the implementation of this Agreement are:

For the Government of the Republic of Turkey: The General Staff of the Republic of Turkey,

For the Government of the Republic of Serbia: Ministry of Defence of the Republic of Serbia.

2. The Parties shall prepare Annual Implementation Plans for joint activities for the implementation of this Agreement. The Annual Implementation Plans shall include the name, scope, type, date, place, executing institutions, financial aspects and other details of the activities to be carried out.

3. The cooperation between the Parties shall be strengthened through reciprocal visits at all levels mentioned in the Annual Implementation Plans.



**ARTICLE 7
SECURITY OF INFORMATION**

1. The Parties shall ensure protection of the information provided or generated in the framework of this Agreement in accordance with their respective national legislation.
2. The information obtained during the implementation of the provisions of this Agreement shall not be used by either Party against the interests of the other Party.
3. Details may be concluded with a separate arrangement.

**ARTICLE 8
LEGAL MATTERS**

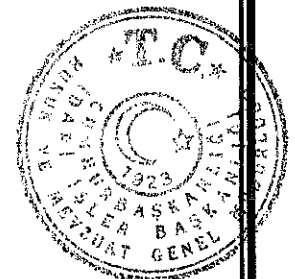
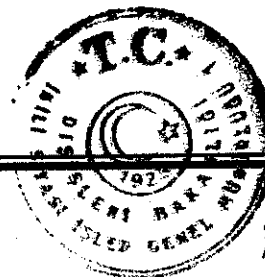
1. Guest Personnel and their Dependents and Guest Student shall be subject to the national laws of the Receiving Party during their presence in the territory of the Receiving Party.
2. In the event that any of Guest Personnel, their Dependents or Guest Student are detained or arrested, the Receiving Party shall promptly inform the Sending Party of the situation.
3. The activities of the Guest Student and Guest Personnel may be terminated if they violate the laws of the Receiving Party.

**ARTICLE 9
COMPENSATION CLAIMS**

1. The national legislation of the Receiving Party shall be applied to the third party claims during the implementation of this Agreement.
2. The Parties shall not claim compensation from each other for the injury or death of their personnel or for the damages/losses inflicted on individuals, goods and environment in the course of the performance of the activities under this Agreement except where such damage or loss resulted from gross negligence or intentional misconduct. The Parties shall jointly determine whether or not such a situation has arisen out of gross negligence or intentional misconduct or not.

**ARTICLE 10
OTHER MATTERS**

1. The Guest Personnel and Guest Student shall be subject to the service rules and procedures of the Receiving Party.
2. The Sending Party shall retain disciplinary jurisdiction over the Guest Student and Guest Personnel within the territory of the Receiving Party. However, the competent military authorities of the Receiving Party may give orders to the Guest Student under their command as required by the duty.



3. The military personnel of the Sending Party shall have the right to wear their own national uniform unless otherwise agreed in separate arrangements signed within the framework of this Agreement. The Receiving Party shall provide the necessary equipment needed for the performance of an activity during the duty. However, Guest Students must wear the military uniform provided by the Receiving Party. The Guest Students may attach military symbols provided by the Sending Party in order to be recognized.

4. The Sending Party reserves the right to call back its personnel when it deems necessary. The Receiving Party shall take the necessary administrative measures as soon as possible to ensure the return of the personnel concerned when it receives such a request from the Sending Party.

5. Exceptional administrative matters may be specified in separate arrangements signed within the framework of this Agreement.

6. The Guest Personnel and their Dependents may benefit from the officers' clubs and military commissaries within the framework of the regulations of the Receiving Party.

7. In the event that any of the Guest Student and Guest Personnel or any of their Dependents dies, the Receiving Party shall inform the Sending Party of the situation, transport the deceased to the nearest international airport within its territory and take other necessary measures including medical protection until the body is transferred.

8. The Guest Personnel and their Dependents and Guest Student shall avoid the actions that may harm the environment, pay utmost attention to the prevention of environmental pollution and comply with the regulations of the Receiving Party in this matter.

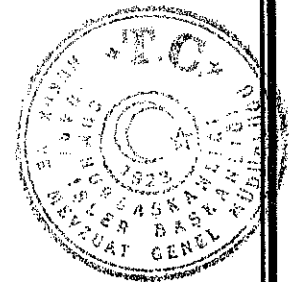
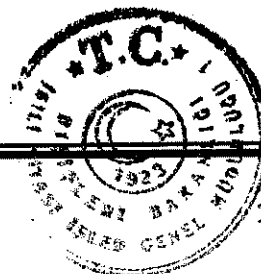
9. The Receiving Party shall make the final decision as to provide transportation services necessary for the conduct of the activities in the territory of the Receiving Party on reciprocity basis and considering its capabilities at a cost/at no cost.

ARTICLE 11 MEDICAL SERVICES

1. The Guest Personnel and the Guest Student shall be in good health condition to perform any activity under this Agreement. The Receiving Party may request a medical report showing that they are medically fit for requirements of that particular activity.

2. The costs of the examination and treatment services for the Guest Students shall be covered by the Receiving Party.

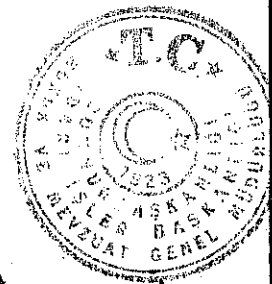
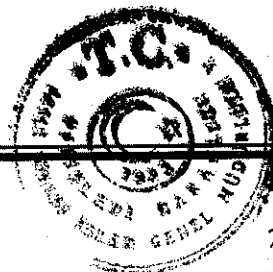
3. Emergency medical assistance of Guest Personnel and their Dependents are provided free of charge by the Receiving Party. The costs of the medical examination and treatment, excluding emergency medical assistance, of the Guest Personnel and their Dependents shall be covered by an international health insurance provided by the Sending Party or Guest Personnel.



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**ARTICLE 12
FINANCIAL MATTERS**

1. The Sending Party shall be responsible for the salary/allowance, lodging, boarding, transportation and other financial rights of the Guest Personnel assigned to conduct the cooperation activities under this Agreement.
2. The Receiving Party shall decide whether the following needs of the Guest Personnel and Guest Students assigned for training and education purposes shall be met and the related terms for meeting these requirements:
 - 2.1. For Guest Personnel:
 - 2.1.1. Monthly salary/payment,
 - 2.1.2. Training and Education Costs (in return for payment, at a discount or free of charge),
 - 2.1.3. Dress.
 - 2.2. For the Guest Students:
 - 2.2.1. Boarding,
 - 2.2.2. Lodging,
 - 2.2.3. Daily allowance,
 - 2.2.4. Training and Education Costs (in return for payment, at a discount or free of charge),
 - 2.2.5. Dress,
 - 2.2.6. Wages paid to sixth grade medical school students during their internship.
3. Turkish language courses (if possible) to be provided in Turkey (including language preparatory classes for academic education) and Serbian language courses (if possible) to be provided in Serbia shall be free of charge.
4. Training requiring high costs (such as flight training, physiological training, diver training, free escape tower training, etc.) shall be provided at full price.
5. The Guest Student and Guest Personnel shall clear their own debts and those of their Dependents' when they leave the Receiving Party permanently. In case of an emergency withdrawal, the debts of the Guest Personnel and their Dependents as well as Guest Students shall be paid by the Sending Party according to the document to be issued by the Receiving Party indicating the amount of expense and approved by the relevant authority.
6. The Guest Personnel and their Dependents as well as Guest Students shall be subject to the tax law prevailing in the Receiving Party during their entry, stay and departure.



**ARTICLE 13
CUSTOMS AND PASSPORT PROCEDURES**

1. The Guest Personnel and their Dependents and Guest Student shall be subject to the regulations of the Receiving Party regarding the residence and travel of foreigners in the territory of the Receiving Party.
2. The Guest Personnel and their Dependents and Guest Student shall be subject to the customs and passport regulations of the Receiving Party. However, the Receiving Party shall provide all possible administrative facilities within the framework of its legislation.

**ARTICLE 14
COMMITMENTS OF THE PARTIES ARISING FROM OTHER
INTERNATIONAL AGREEMENTS**

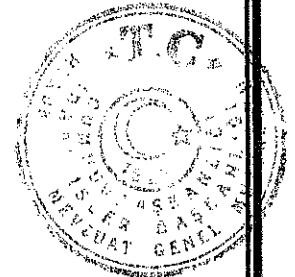
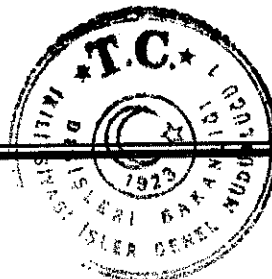
The provisions of this Agreement shall not affect the rights and commitments of the Parties arising from other international agreements and shall not be used against the interests, security and territorial integrity of other States.

**ARTICLE 15
SETTLEMENT OF DISPUTES**

1. Any dispute arising from the implementation or interpretation of this Agreement shall be settled by consultations and negotiations between the Parties at the lowest possible level and shall not be referred for settlement to any national or international tribunal or to any third party.
2. If the dispute is not resolved by the competent authorities of the Parties within 60 (sixty) days from the date of that dispute, the Parties shall begin negotiations within 30 (thirty) days. If the Parties do not reach a mutual consent within the following 60 (sixty) days, the Parties may terminate this Agreement in accordance with the procedure detailed in Article 17 of this Agreement.

**ARTICLE 16
AMENDMENT AND REVIEW**

Either Party may propose amendment or review of the present Agreement through diplomatic channels, if deemed necessary. Negotiations shall start within 30 (thirty) days from the date of the receipt of the written proposal. If no result is obtained within 60 (sixty) days, the Parties may terminate the present Agreement in accordance with the procedure specified in Article 17 of this Agreement. Agreed written amendments or revisions shall enter into force in accordance with the procedures set forth in the Article 18 of this Agreement governing the entry into force of the present Agreement.



ARTICLE 17
DURATION AND TERMINATION

1. This Agreement shall remain in force for a period of 5 (five) years.
2. Unless one of the Parties notifies the other in writing through diplomatic channels of its intention to terminate it, this Agreement shall be extended automatically for successive periods of 1 (one) year.
3. Either Party may notify its intention to terminate the Agreement to the other Party in writing through diplomatic channels at any time. Notifications on termination of the Agreement shall be effective 90 (ninety) days after the notification is made.
4. The termination of this Agreement shall not affect the ongoing programs and activities.
5. Upon entry into force of this Agreement, the "Agreement between the Government of the Republic of Turkey and the Council of Ministers of Serbia and Montenegro on Military-Scientific and Military-Technical Cooperation" signed on July 23, 2004 shall be terminated.

ARTICLE 18
ENTRY INTO FORCE

This Agreement shall enter into force on the date of receipt of the last written notification by which the Parties notify each other through diplomatic channels of the completion of their internal legal procedures required for the entry into force of the Agreement.

Done in Belgrade, on 07.10.2019, in two original copies, each in Turkish, Serbian and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

**ON BEHALF OF THE GOVERNMENT
OF THE REPUBLIC OF TURKEY**

SIGNATURE:

NAME: Hulusi AKAR
Minister of National
Defence

**ON BEHALF OF THE GOVERNMENT
OF THE REPUBLIC OF SERBIA**

SIGNATURE:

NAME: Aleksandar Vulin
Minister of Defence

