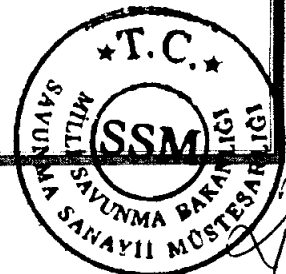
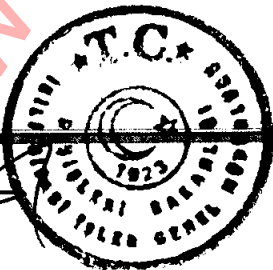


**AGREEMENT
ON DEFENSE INDUSTRY COOPERATION
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
AND
THE GOVERNMENT OF THE REPUBLIC OF TUNISIA**



PREAMBLE

The Government of the Republic of Turkey and the Government of the Republic of Tunisia (hereinafter referred to each as the "Party" and collectively as the "Parties");

Confirming their commitments to the goals and principles of the United Nations Charter,

Emphasizing that the friendship and cooperation relations, which shall be further developed and strengthened on the basis of principles of mutual benefit and equality of rights, shall contribute to the mutual interests of both countries, as well as to the peace and security of the world,

Considering the provisions of "Agreement on Military Field Cooperation" (hereinafter referred to as the "Framework Agreement") between the Parties dated 28 March 1990,

Expressing their desire to develop the defense industry cooperation by utilizing their scientific and technical capabilities in the field of military equipment and weapons,

Adhering to the principles of reciprocity and mutual respect,

Have agreed on the following issues:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish cooperation in the field of defense industry between the Parties by improving the defense industry capabilities of the Parties through more effective cooperation in the fields of development, production, procurement, maintenance of defense goods and services, and relevant technical and logistic support.

ARTICLE II SCOPE

This Agreement covers the principles of mutual cooperation activities in the field of defense industry between the competent authorities and/or the defense industry organizations/companies of the Parties.

ARTICLE III RESPONSIBLE AUTHORITIES

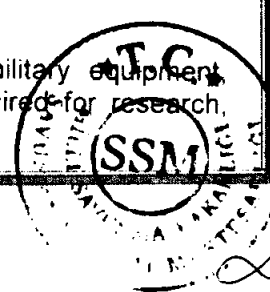
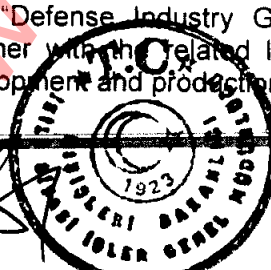
The authorities responsible for implementation of this Agreement are;

For the Government of the Republic of Turkey: Ministry of National Defense of the Republic of Turkey

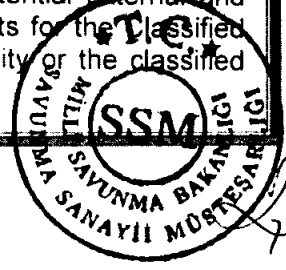
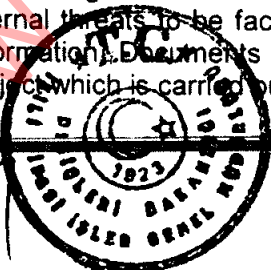
For the Government of the Republic of Tunisia: Ministry of National Defense of the Republic of Tunisia

ARTICLE IV DEFINITIONS

1. "Agreement" means Agreement on Defense Industry Cooperation between the Government of the Republic of Turkey and the Government of the Republic of Tunisia,
2. "Defense Industry Goods and Services" means the weapons and military equipment together with the related logistic support, and the material and service required for research, development and production of these weapons and military equipment,



3. "Cooperation" means activities undertaken by the Parties based on the principle of reciprocity for the purposes of this Agreement in accordance with their applicable laws and regulations.
4. "Joint Commission" means the commission composed of the representatives of the Ministry of National Defense of the Republic of Turkey and the Ministry of National Defense of the Republic of Tunisia, in which both Parties shall be represented equally and which is responsible for performing the duties regarding the implementation, the assessment and when necessary the amendment of the provisions of this Agreement.
5. "Official Duty" means the duty to be performed according to this Agreement or other agreements to be concluded on the basis of this Agreement.
6. "Sending Party" means the Party that sends personnel, material and equipment to the territory of the Receiving Party in line with the purposes of this Agreement.
7. "Receiving Party" means the Party receiving personnel, material and equipment sent by the Sending Party in its territory for implementation of this Agreement.
8. "Guest Personnel" means the civil and/or military personnel of a Party sent to the territory of the other Party for the implementation of this Agreement.
9. "Dependants" means the persons who rely on the Guest Personnel as responsible to look after them in accordance with their respective national legislation.
10. "Third Party" means any person or entity or organization or a government of a country or a state or an international organization or their legal representatives other than the Parties.
11. "Quality Assurance" means all activities ensuring the convenience of defense products or services to the requirements of production, performance and usage committed to the procedures, standards, norms and relevant technical specifications agreed between the Parties.
12. "Originating Party" means the Party or international organization under the authority of which the Classified Information, Documents or Material has been produced.
13. "Recipient Party" means the Party that receives Classified Information, Documents and Material from the Originating Party.
14. "Classified Information, Documents and Material" means any information, documents or material regardless of their form or type or method of transmission, which are marked with a classification mark and which require protection against unauthorized access, use or destruction due to national security interests and in accordance with the national legislation.
15. "Competent Security Authority" means the authority that is responsible for the security of the Classified Information, Documents and Material within the framework of this Agreement and in accordance with each Party's national laws and regulations.
16. "Commercially Sensitive" means the documents which are UNCLASSIFIED in terms of quality but are commercially sensitive or containing property rights.
17. "Facility Security Certificate"; means the official license, granted by the Competent Security Authority of each Party in accordance with their national laws and regulations, certifying that the protective measures projected are commensurate with the required security classification by considering the location of the facility, environmental conditions and the potential external and internal threats to be faced so as to ensure the physical security requirements for the Classified Information, Documents and Material that are existing or to exist in the facility or the classified project which is carried out in a facility.



18. "Need-to-Know Principle"; means the necessity to have access to Classified Information, Documents and Material in connection with Official Duty and/or for the performance of a concrete task.

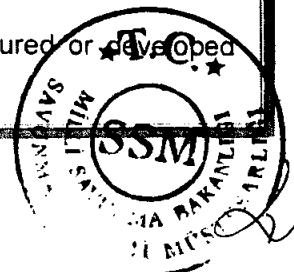
19. "Personnel Security Certificate"; means the official license, granted by the Competent Security Authority of each Party in accordance with their national laws and regulations, certifying that the person may have access to the Classified Information, Documents and Material or the classified project within the framework of Need-to-Know Principle or making it possible to give entrance permission to classified area where they are maintained or conducted.

20. "Intellectual and Industrial Property Rights"; as defined in the Article II of the agreement which was signed on 14th July 1967 in Stockholm and established World Intellectual Property Organization, means literary, artistic and scientific works, performances of performing artists, phonograms and broadcasts, inventions in all fields of human endeavor, scientific discoveries, industrial designs, trademarks, service marks, and commercial names and designations, protection against unfair competition, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

ARTICLE V COOPERATION FIELDS

The Parties shall cooperate in the following fields regarding the defense industry:

1. Assurance of the appropriate conditions for joint research, development, production and modernization of spare parts, tools, defense materials, military systems, technical displays and technical equipment required by the Armed Forces of the Parties,
2. Implementation of the results of joint research, development and production projects in the field of military equipment in the territories of the Parties,
3. Research, design, development and production in the field of Defense Industry Goods and Services,
4. Mutual assistance in the fields of production and procurement of Defense Industry Goods and Services as well as the modernization of tools and equipments of both Parties,
5. Encouraging the conclusion of agreements made between relevant authorities of the Parties with the aim of joint production and further development of weapons, military technical equipment and their parts,
6. Exchange of scientific and technical information, relevant documents and information on defense industry standards used by the Parties for Quality Assurance,
7. Sales of finished goods produced through joint projects of the Parties to the Third Parties by mutual agreement and taking into account the national sensitivities of the Parties and their obligations deriving from international regulations,
8. Cooperation in selling, purchasing or exchange, in line with the relevant legislation of the Parties, of surplus defense industry products and services in the inventory of the Armed Forces of both Parties with other products and services,
9. Promotion of contacts, technical visits to research centers and personnel exchanges between the institutions and companies of defense industries of the Parties,
10. Acquisition by the Parties of military and defense equipment manufactured or developed jointly in either Party territory,



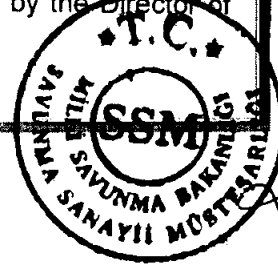
11. Providing the conditions for joint programs of production, development, technology and modernization related to the defense industry products of both Parties, and if agreed upon, the defense industry products of Third Parties,
12. Conducting the projects regarding Defense Industry Goods and Services by the Parties in order that joint or mutual sales, procurement, production, modernization, technology transfer, research and development could be done, and implementing the works regarding these projects within the framework of agreements, memoranda of understanding, protocols or contracts to be signed between the Parties and/or the relevant authorities of the Parties,
13. Encouraging the conclusion of agreements between the Parties on joint production and joint development for Third Parties,
14. Cooperation between military technical institutions, defense industry companies and maintenance and repair facilities, under the authority of Parties,
15. Mutual participation in the defense industry fairs and symposia organized by the Parties.

ARTICLE VI IMPLEMENTATION PRINCIPLES

1. The enforcement and details of implementation of this Agreement shall be defined through complementary and implementation agreements, memoranda of understanding, protocols, contracts and other arrangements subject to the ratification processes prescribed in the national legislation of the Parties and pursuant to the provisions of this Agreement.
2. In principle, the Parties shall cooperate only in the fields related to their own defense industries. The inclusion of issues in cooperation that are within the interest of the Third Parties shall be possible through mutual agreement between the Parties.
3. Cooperation shall be established based on the principle of reciprocity by considering the legislation, the requirements and interests of the Parties.
4. The Parties shall make their decisions by mutual agreement, including the invitation of the Third Parties to participate in joint production projects.
5. In case of termination of any complementary and implementation agreements, memoranda of understanding, protocols and arrangements, the Parties shall accept to fulfill all obligations started before the notification of termination. The declaration of the termination of any of these documents shall be jointly concluded by the Parties and shall also include a list of fulfilled and unfulfilled obligations.
6. Neither Party shall transfer to a Third Party, without prior written consent, material, technical information and documents to be donated, sold or co-produced as per this Agreement or complementary and implementation agreements, memoranda of understanding, protocols and arrangements to be made on the basis of this Agreement.

ARTICLE VII JOINT COMMISSION

1. In the Joint Commission (hereinafter referred as "Commission"), the Delegation of the Ministry of National Defense of the Republic of Turkey shall be headed by the Deputy Undersecretary for Defense Industries of the Ministry of National Defense, whereas the Delegation of the Ministry of National Defense of the Republic of Tunisia shall be headed by the Director of Cooperation and International Relations.



2. The points of contact which shall be responsible for organizing and coordinating the activities of the Commission are;

- Department of International Cooperation of Undersecretariat for Defense Industries, the Ministry of National Defense of the Republic of Turkey,

- Directorate of Cooperation and International Relations of the Ministry of National Defense of the Republic of Tunisia.

3. The number of the members from each Party in the Commission shall not exceed seven. If necessary, expert personnel from the Armed Forces, institutions and defense industry companies from each Party can be included in the Commission.

4. In accordance with this Agreement, the authorities and duties of the Commission shall be as follows:

a. Determination and definition of concrete fields of cooperation in accordance with the Article V of this Agreement,

b. Selection of projects, which will be jointly carried out, and identification of the most appropriate types and methods of cooperation as to the implementation of joint projects,

c. Exchange of information for the purpose of the realization of a cooperation proposal during the implementation of joint programs,

d. Submission of proposals, recommendations and opinions to relevant authorities concerning the participation of Third Parties in joint projects,

e. Ensuring the preparation and publication of necessary documents for realization of approved projects and decisions,

f. Regular supervision of the implementation of approved projects and decisions regularly,

g. Assessment of the implementation of this Agreement and if necessary negotiation of proposals regarding any amendments to be made to the Agreement.

5. The activities regarding the Commission meeting shall be initiated upon the official invitation by the Receiving Party at least three months prior to the proposed date of the meeting.

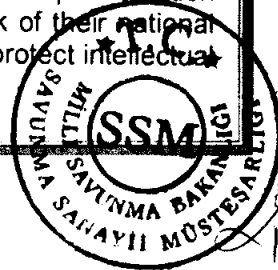
6. All topics on the agenda of the Commission shall be determined and coordinated at least 30 days prior to the Commission meeting.

7. The Commission shall alternately meet on mutually agreed dates at least once every two years.

8. The Commission shall settle disputes, arising from the interpretation and implementation of this Agreement, through negotiations in accordance with Article XIX.

ARTICLE VIII PROTECTION OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

1. Rights and obligations of the Parties concerning their intellectual and industrial property rights, production rights within their own territories, issuance of the production license, sales to Third Parties, preservation of patents on new products and inventions realized within the framework of joint projects and technology transfer shall be determined through the implementation agreements to be made for each joint project. The Parties, within the framework of their national legislation and international agreements to which they are party, shall effectively protect intellectual property rights to be established and transferred on the basis of this Agreement.



2. In these implementation agreements, besides the financial and legal obligations, the principles and procedures, concerning the type, place, time and terms of liquidation of mutual debts and credits, due to any expenses resulting from research, development, production, procurement, technical services, personnel support and infrastructure services, shall be specified in detail.

3. Nothing in this Agreement shall be taken as an authority or a permission to govern the use, exchange or disclosure of information in which any existing or acquired Intellectual or Industrial Property Rights associated with Classified Information, without specific written authorization of the owner of these rights, whether the owner is one of the Parties or a Third Party.

Furthermore nothing in this Agreement shall be interpreted and implemented in the manner of diminishing or limiting these rights, which belong to one of the Parties or a Third Party.

4. The Parties shall abide by the intellectual and industrial property rights and other limitations concerning reproduction, duplication, utilization or distribution of all materials, products and information which are released by the other Party within the framework of this Agreement.

5. Commitments established in the Agreement regarding the protection of Intellectual and Industrial Property Rights shall continue to be applied even after the termination of this Agreement.

ARTICLE IX PROTECTION OF CLASSIFIED INFORMATION, DOCUMENTS AND MATERIAL

1. The Parties agree that the following security classification levels are equivalent and correspond to the security classification levels specified in the table below:

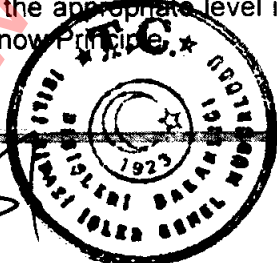
<u>TURKISH:</u>	<u>ARABIC:</u>	<u>ENGLISH:</u>
ÇOK GİZLİ	سري مطلق	TOP SECRET
GİZLİ	سري	SECRET
ÖZEL	سري مکتوم	CONFIDENTIAL
HİZMETE ÖZEL	نشرة محدودة	RESTRICTED
TASNİF DIŞI (TİCARİ	غير مصنف	UNCLASSIFIED (COMMERCIALLY
HASSAS)	(حساس تجاريا)	SENSITIVE)

2. Both Parties commit themselves to mark the Classified Information received under this Agreement in compliance with their national security classification levels and with the equivalent markings displayed in the table above.

3. The Parties shall take all the necessary measures for the protection of the Classified Information generated or transferred as a result of the mutual cooperation in compliance with their national laws and this Agreement and shall also ensure, at least, the same protection for such information as stipulated for their own Classified Information with an equivalent level of security.

4. The Recipient Party will not transmit Classified Information to a third party without prior written authorization from the Originating Party.

5. Classified Information exchanged or generated within the scope of the mutual cooperation between the Parties shall only be given or disclosed to private firms or kept in the facilities of these firms that hold a Facility Security Certificate with the appropriate level issued by their Competent Security Authority, within the scope of Need-to-Know Principle. Classified Information shall only be disclosed to individuals who have been duly authorized and hold a Personnel Security Certificate with the appropriate level issued by their Competent Security Authority, within the scope of Need-to-Know Principle.



6. The Classified Information exchanged and/or generated by mutual cooperation between the Competent Security Authorities and/or organizations in its country of the Parties shall only be used in line with the purpose of its transfer under this Agreement.

7. Commitments established in the Agreement regarding protection of classified information and prevention of its disclosure shall continue to apply even after the termination of the Agreement.

8. Level of security classification given to classified information shall only be modified by Originating Party. Such decisions shall immediately be notified in writing by the Originating Party to the Recipient Party which shall enforce them. Each Party undertakes not to change the classification level given to the Classified Information without the written consent from the Party originating the Classified Information.

9. The level of security classification to be given to the information generated in the process of the mutual cooperation of the Parties shall only be determined, modified or declassified by mutual consent. In case of disagreement on the level of security classification to be given to such information, the Parties shall adopt the higher level proposed by any of them.

10. Classified Information, Documents and Commercially Sensitive hardware and software will be transmitted between the Parties through government-to-government diplomatic channels or through other channels agreed by the Competent Security Authorities of the Parties.

11. A project security instruction covering the measures to be taken for ensuring the security within the project shall be prepared as an annex to the contract to be signed for each project which the Classified Information is used at the "CONFIDENTIAL" and higher security classification level.

12. Transfer of Classified Information at "CONFIDENTIAL" or higher classification level shall be carried out according to the procedures and principles to be defined in the project security instruction to be prepared for each project.

13. Classified Information, Documents and Material marked up to "CONFIDENTIAL" shall be destroyed in accordance with the national laws.

14. A Party, wishing to conclude a classified contract with an organization of the other Party, or wishing to authorize one of its own organizations to conclude a classified contract in the territory of the other Party within a classified project shall obtain in advance, through its Competent Security Authority, the written confirmation from the Competent Security Authority of the other Party that the proposed organization holds a Facility Security Certificate of the relevant security classification level.

15. Documents which are UNCLASSIFIED in terms of quality but are commercially sensitive or containing property rights shall be classified as "COMMERCIALLY SENSITIVE".

16. In case the Classified Information is breached or there is suspicion of breach or in case such information is disclosed to an unauthorized person, the Party where the breach or disclosure have occurred or may have occurred shall take all the necessary measures in accordance with its national laws and regulations and shall immediately inform the other Party of this situation as well as of the measures taken and their outcomes.

17. Visits requiring access to Classified Information or to the areas where they are being kept or processed shall only be made within the framework of international visit procedures upon receiving the prior written authorization from the Competent Security Authority of the host country provided that the visitor has a Personnel Security Certificate at the appropriate classification level and Need-to-Know Principle is applied.

18. The Facility Security Certificate and the Personnel Security Certificate granted by the Competent Security Authority of each Party shall be recognized by the Competent Security Authority of the other Party within the scope of those projects of mutual cooperation, following written confirmation from the Competent Security Authority of the Party that granted those certificates.

ARTICLE X QUALITY ASSURANCE

If agreed by the Parties, the cooperation on the Quality Assurance shall be established with a separate agreement to be signed between the Parties. Until the signing and entry into force of that agreement, the procedures and general principles shall be specified in the contracts to be concluded between the relevant organizations of the Parties in accordance with their national legislations.

ARTICLE XI PROCUREMENT ASSISTANCE AND PRIVILEGES

In result of this Agreement, both Parties would be mutually considered as equally privileged customers in case of procurement contracted with both countries defense companies. These privileges will encompass the following issues:

- Mutual assistance on defense contracts concluded with both countries suppliers,
- Pricing of acquired equipments and goods,
- Delivery Priorities,
- Export Licenses.

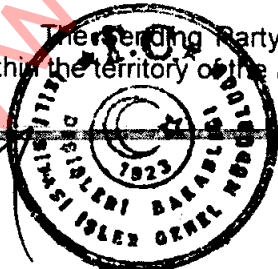
Details of these privileges are to be determined in a complementary protocol established within regard of this basic Agreement.

ARTICLE XII COMMITMENTS OF THE PARTIES ARISING FROM OTHER INTERNATIONAL AGREEMENTS

The provisions of this Agreement shall not affect the commitments of the Parties arising from any other international agreements to which either country is a Party and shall not be used against the legality, interests, security and territorial integrity of other states.

ARTICLE XIII LEGAL ISSUES RELATED TO PERSONNEL

1. Guest Personnel and their Dependants shall be subject to the laws and regulations in force and criminal jurisdiction of the Receiving Party during their presence in the territory of the Receiving Party including their entry, stay and departure. In cases where the jurisdiction of the Receiving Party is applied and the verdict envisages a penalty, which does not exist in the legislation of the Sending Party, a type of penalty, which exists in the legislation of both Parties or which is suitable for the Parties shall be applied.
2. In case any of the Guest Personnel or their Dependants is detained or arrested, the Receiving Party shall promptly inform the Sending Party of this situation.
3. In case any of the Guest Personnel or their Dependants faces a legal investigation or trial in the Receiving Party, he or she shall be entitled to the generally accepted legal protection, which shall be no less than the one enjoyed by the nationals of the Receiving Party.
4. The activities of the Guest Personnel could be terminated by the Responsible Authorities defined in Article III if they violate the law of the Receiving Party.
5. The Sending Party shall retain exclusive disciplinary jurisdiction over the Guest Personnel within the territory of the Receiving Party.



ARTICLE XIV ADMINISTRATIVE MATTERS

1. No mission shall be assigned to the Guest Personnel other than the ones specified in this Agreement or to be specified in the complementary and implementation agreements, memoranda of understanding, protocols and arrangements to be signed in accordance with this Agreement.
2. The Sending Party's military personnel shall wear their own uniform in their place of duty.
3. The Receiving Party shall make effort to provide the equipment required for carrying out activities defined in this Agreement, where necessary.

ARTICLE XV FINANCIAL MATTERS

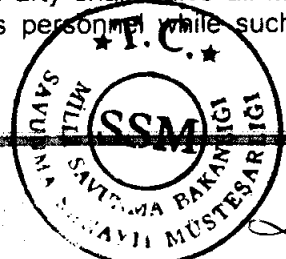
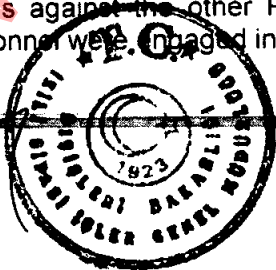
1. The Sending Party shall be liable for the salary, lodging, catering, transportation, per diem and other financial rights of the Guest Personnel assigned for the implementation of cooperation activities under this Agreement.
2. The Receiving Party shall decide within the framework of its legislation whether the activities are organized free of charge or at current or reduced charges.
3. The Guest Personnel shall clear their own debts and those of their Dependants when they leave the Receiving Party permanently. In case Guest Personnel have not paid those debts and/or in case of an emergency withdrawal, the debts of the Guest Personnel and those of their Dependants shall be paid by the Sending Party in Euro at the exchange rate used at the date of payment according to the invoice issued by the Receiving Party.
4. The Guest Personnel and their Dependants shall be subject to the tax laws prevailing in the Receiving Party during their entry, stay and departure.

ARTICLE XVI MISCELLANEOUS

1. The Sending Party reserves the right to recall its personnel when deemed necessary. The Receiving Party shall adopt all the measures for the return of the personnel as soon as it receives such a request.
2. In case of the death of any Guest Personnel or any Dependant, the Receiving Party shall inform the Sending Party, transport the body to the nearest international airport within its territory and take appropriate health protection measures until the delivery thereof.

ARTICLE XVII DAMAGE/LOSS AND COMPENSATION

1. Each Party shall compensate the other Party for a damage caused to the latter's property resulting from acts of the Guest Personnel, while performing their duties.
2. The laws of the Receiving Party shall be applied to settle the claims for compensation of losses or damages caused intentionally or by negligence to the persons and the properties of the Receiving Party, Guest Personnel and their Dependants.
3. Unless resulted from willful misconduct or gross negligence, each Party shall waive all its claims against the other Party for injury or death suffered by any of its personnel while such personnel were engaged in the performance of their Official Duties.



ARTICLE XVIII PASSPORT AND CUSTOMS PROCEDURES

1. The Guest Personnel and their Dependants shall be subject to the rules applicable to foreigners within the territory of the Receiving Party.
2. When entering and leaving the country of the Receiving Party, the Guest Personnel and their Dependants shall be subject to the customs and passport procedures foreseen in the Receiving Party's law. However, the Receiving Party shall facilitate administrative formalities in compliance with their legislation.

ARTICLE XIX SETTLEMENT OF DISPUTES

1. The Parties shall settle the disputes that are to arise due to interpretation or implementation of this Agreement, by holding meetings in the Commission established as per Article VII without bringing the dispute to an international court, arbitration board or to a third party for settlement. During the settlement process the Parties shall continue to fulfill their commitments.
2. In case the dispute cannot be settled in the Commission within 90 days following its assessment, it shall be handled at the level of the Undersecretariat for Defense Industries of the Ministry of National Defense of the Republic of Turkey and the Ministry of National Defense of the Republic of Tunisia. In that case, negotiations shall be initiated within 30 days following the notification of the issue to the relevant authorities of the Parties, and if no solution can be reached within the subsequent 45 days, each Party shall be able to terminate this Agreement in accordance with paragraph 2 of Article XXII of this Agreement.

ARTICLE XX AMENDMENT

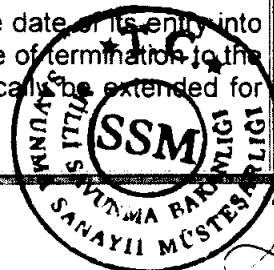
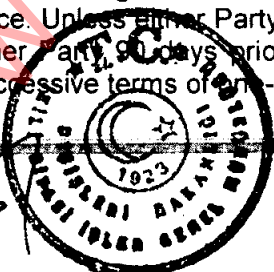
1. Either Party may propose, through diplomatic channels, amendments or revision of this Agreement if so required. Negotiations shall start within 30 days after the receipt of a written proposal. If no result is reached within 90 days, each Party shall be able to terminate this Agreement in accordance with paragraph 2 of Article XXII of this Agreement.
2. Agreed amendments shall enter into force in accordance with the procedure set forth in Article XXI governing the entry into force of this Agreement. All amendments and revisions shall be done in writing.

ARTICLE XXI RATIFICATION AND ENTRY INTO FORCE

This Agreement shall enter into force on the date of the 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 ratification and entry into force.

ARTICLE XXII DURATION AND TERMINATION

1. This Agreement shall remain in force for a period of five years from the date of its entry into force. Unless either Party sends, through diplomatic channels, a written notice of termination to the other Party 90 days prior to the expiry date, the Agreement shall automatically be extended for successive terms of five-year.



2. If any agreement cannot be reached between the Parties during the revision or amendment of this Agreement or settlement of a dispute, either Party may terminate this Agreement with a written notification through diplomatic channels. Termination of this Agreement shall take effect 90 days after the receipt of the notification.

3. The provisions of termination shall not affect the implementation of project, program and contract determined and initiated before the termination of this Agreement.

ARTICLE XXIII TEXT AND SIGNATURE

1. This Agreement is prepared in Turkish and English languages in two original copies, each text being equally authentic. In case of divergence of interpretation, the English text shall prevail.

2. This Agreement is signed on ...10th... of May 2017 in Istanbul by the persons undersigned and duly authorized by their Governments.

ON BEHALF OF THE GOVERNMENT
OF THE REPUBLIC OF TURKEY


Fikri IŞIK
Minister of National Defense

ON BEHALF OF THE GOVERNMENT
OF THE REPUBLIC OF TUNISIA


Farhat HORCHANI
Minister of National Defense

