

**AGREEMENT
ON DEVELOPMENT COOPERATION**

BETWEEN

**THE GOVERNMENT OF
THE REPUBLIC OF TURKEY**

AND

**THE GOVERNMENT OF
THE FEDERAL REPUBLIC OF
SOMALIA**

AGREEMENT
ON DEVELOPMENT COOPERATION BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
AND
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF SOMALIA

The Government of the Republic of Turkey and the Government of the Federal Republic of Somalia (hereinafter referred to jointly as the "Parties");

Within both the framework of mutual respect and existing friendly relations between the two countries, wishing to strengthen the mutual ties and develop a fruitful development cooperation, acknowledging the importance of this cooperation in terms of contributing to social and economic development of the Parties,

Hereby Parties agree as follows;

ARTICLE 1
OBJECTIVES

The primary objective of this Agreement is to put the legal and institutional framework for development cooperation between the Republic of Turkey and the Federal Republic of Somalia.

Under this Agreement, Parties may sign additional executive agreements in order to enable the implementation of projects and programs of development cooperation.

ARTICLE 2
IMPLEMENTING AUTHORITIES

1) The Turkish Cooperation and Coordination Agency (hereinafter the referred to as "TIKA") under the Turkish Prime Ministry is responsible for the implementation of this Agreement on behalf of the Government of the Republic of Turkey.

TIKA shall be represented by the "Program Coordination Office", in the Federal Republic of Somalia (Hereinafter the referred to as "PCO"). The PCO shall be located in the capital city, Mogadishu and in case of need, consecutive Program Coordination Offices may be founded in other cities of Somalia. A Program Coordinator and sufficient number of Assistant Coordinators excluding local staff shall be assigned to the PCO.

2) The Ministry of Planning and International Cooperation of the Federal Republic of Somalia is responsible for the implementation of this Agreement on behalf of the Government of the Federal Republic of Somalia.

ARTICLE 3 PRIORITY SECTORS

The Parties attach particular importance to the following fields:

1. Agriculture, agro-industry, food processing industry,
2. Rural and urban development plans and programs,
3. Health,
4. Poverty reduction,
5. Water, sanitation, forestry and geology,
6. Small and medium-sized enterprises (SMEs) development,
7. Infrastructure,
8. Energy,
9. Transportation,
10. Culture and tourism,
11. Education and scientific research,
12. Supporting and strengthening public and private administrative structures including the non-governmental organizations, associations, employers' associations and labor unions, universities,
13. Restoration,
14. Humanitarian relief.

ARTICLE 4 PRIVILEGES AND IMMUNITIES

1) The PCO, Program Coordinator and Assistant Coordinators shall benefit from the privileges and immunities as are accorded to the diplomatic missions and diplomatic agents in the Vienna Convention on Diplomatic Relations of 1961.

2) Personal belongings (household items and cars, including professional and personal equipment and accessories) of the Program Coordinator, Assistant Coordinators and of their families shall be exempt from Value Added Tax (VAT) and any form of custom duties and fees in Somalia.

3) The salaries, remunerations and primes to be paid to the Program Coordinator and Assistant Coordinators by TIKa shall be exempt from any form of taxes, duties and fees in Somalia.

4) All TIKa employees in Somalia shall be subjected to the labor law and the social security system of their respective countries of nationality.

5) All kinds of movable or immovable goods and equipment imported (including the temporary import) or purchased from the local suppliers for the purpose of utilizing in the PCO and/or in concern with all types of programs, projects and activities which will be realized within the context of this Agreement or within the context of a private agreement based on this Agreement and all remittances for the financing of the construction works and the service procurements shall be exempted from customs duties and all other kinds of

taxes (including VAT), charges and expenses in Somalia. Re-export of the imported (including the temporary import) goods shall be subject to the same conditions.

6) The Government of the Federal Republic of Somalia shall facilitate the registration procedures and the procurement of the basic services for the PCO service building such as electricity, water, communication (telephone, fax, internet) etc. These procedures shall be exempted from all form of taxes and duties.

7) The PCO shall have capacity to open and operate foreign currency accounts, which are not subjected to any kind of taxes or exchange restrictions in Somalia.

8) The official licenses and permissions required for the implementation of the different phases of the projects and programs shall be issued immediately by the local authorities free of taxes, duties and fees.

9) Residence and working permits shall be issued to the Program Coordinator, Assistant Coordinators and the members of their household, without any delays and any charges.

10) The security of TIKA PCO, of its Turkish personnel and their families, and of foreign specialists in Somalia shall be assured and their return to Turkey shall be facilitated when necessary.

11) The specialists and other personnel that are assigned from Turkey for implementation of projects and programs of development cooperation shall be assisted in the performance of their duties, and the respective documentation and information needed for the projects, which have been approved to be realized, shall be provided to them.

ARTICLE 5

AMENDMENTS AND SETTLEMENT OF DISPUTES

This Agreement may be amended by mutual written consent of the Parties at any time. The amendments shall enter into force in accordance with the same legal procedure prescribed under Article 6 of this Agreement.

Any dispute arising from the interpretation or application of this Agreement shall be settled amicably through negotiations between the Parties and the Parties agree not to submit any such dispute to international arbitration.

ARTICLE 6

FINAL PROVISIONS

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 entry into force of the concerned document.

Upon entry into force of this Agreement, the *Technical Cooperation Agreement between the Government of the Republic of Turkey and the Government of the Federal Republic of Somalia* signed on 17 April 2009 shall cease to have effect.

Provisions of this Agreement shall apply to projects and programs on which there is mutual consent by the two parties.

Upon consent of both Parties, provisions of this Agreement may be applicable to the projects and programs, which have been initiated prior to the entry into force of this Agreement.

The Parties shall work in coordination to prevent duplication of the projects and programs conducted by other development partners.

This Agreement shall remain in force for a period of 5 years from the date of its entry into force and shall be renewed for one-year periods unless one of the Parties notifies the other in written through diplomatic channels of its intention to terminate the Agreement 6 month prior to date of expiration.

The termination of this Agreement shall not affect the activities and projects already in progress or executed.

The Parties may terminate this Agreement provided that six months notice thereof is given in writing at any time.

Hereby, this Agreement has been signed on 26 April 2017, in Ankara, by authorized official representatives of the Parties in two original copies in Turkish and English, both texts being equally authentic. In the case of any divergence of interpretation, the English text shall prevail.

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

**ON BEHALF OF
THE GOVERNMENT OF
THE FEDERAL REPUBLIC OF
SOMALIA**

**Lütfi ELVAN
Minister of Development**

**Yusuf Garaad OMAR
Minister of Foreign Affairs and
International Cooperation**

Türkiye Cumhuriyeti Mogadişu Büyükelçiliđi, Somali Federal Cumhuriyeti Dışışleri ve Uluslararası İşbirliđi Bakanlıđı'na saygılarını sunar ve deđerli Bakanlıđa "Türkiye Cumhuriyeti Hükümeti ile Somali Federal Cumhuriyeti Hükümeti Arasında Kalkınma İşbirliđi Anlaşması"nın iç hukuk onay işlemlerinin tamamlanabilmesi için aşağıda sunulan düzeltmelerin yapılması gerektiđini bildirmekten onur duyar.

1. Anlaşmanın İngilizce metninde, 2. maddenin 1. fıkrasında Türk İşbirliđi ve Koordinasyon Ajansı (TİKA)'nın Türkiye Kültür ve Turizm Bakanlıđı yerine Başbakanlıđa bađlı olduđu ifade edilmektedir. Söz konusu uyumsuzluk Anlaşmanın Türkçe versiyonunda da görülmektedir.

2. Bu çerçevede, metnin düzeltilerek standart hale getirilmesini teminen, "**Başbakanlıđa** bađlı Türk İşbirliđi ve Koordinasyon Ajansı (Bundan böyle "TİKA" olarak anılacaktır)" ifadesinin "**Türkiye Kültür ve Turizm Bakanlıđı'na** bađlı Türk İşbirliđi ve Koordinasyon Ajansı (Bundan böyle "TİKA" olarak anılacaktır)" olarak her iki versiyonda deđiştirilmesi gerekmektedir.

3. Söz konusu Anlaşma imzalandıđı cihetle bahse konu deđişiklikler Nota Teatisi yönetimiyle yürürlüğe girecektir. Bu bağlamda, Büyükelçilik işbu Notanın alındıđına ve düzeltmelerin kabul edildiđine dair deđerli Bakanlık tarafından bilgilendirilmekten memnuniyet duyar.

Türkiye Cumhuriyeti Mogadişu Büyükelçiliđi, Somali Federal Cumhuriyeti Dışışleri ve Uluslararası İşbirliđi Bakanlıđı'na bu vesileyle en derin saygılarını yineler.

4 Şubat 2019

Somali Federal Cumhuriyeti
Dışışleri ve Uluslararası İşbirliđi Bakanlıđı
Mogadişu