AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TURKEY AND THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN ON DEFENCE INDUSTRY COOPERATION

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

Taking into consideration the provisions of the Agreement between the Government of the Republic of Uzbekistan and the Government of the Republic of Turkey on Cooperation in Military and Military Technical Fields dated 16 October 2000,

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,

Expressing their desire to develop the defence industry cooperation by utilizing their scientific and technical capabilities in the field of modern defence and security systems,

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 defence industry between the Parties by improving the defence industry capabilities of the Parties through more effective cooperation in the fields of development, production, procurement, maintenance of defence 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 defence industry between the Parties or the government agencies or organization approved by the Parties.

ARTICLE III **DEFINITIONS**

1. "Defence Industry Goods and Services" means the any kind of weapons, equipment used for defence and security and their spare parts, sub systems and consultancy services regarding these.

2. "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.

3. "Sending Party" means the Party that sends personnel, material and equipment to the country of the Receiving Party in line with the purposes of this Agreement.

4. "Receiving Party" means the Party receiving personnel, material and equipment sent by the Sending Party in its country for

implementation of this Agreement.

5. "Third Party" means any legal representatives' of a state, a government of country, entity or an international organisation other than the Parties.

ARTICLE IV COOPERATION FIELDS

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

1. Direct procurement, development, production of any kind of defence industry products and services needed by security organizations of the Parties and sales of them to the third parties.

2. Maintenance/modernization of systems and platforms in

inventory.

3. Any kind of training cooperation and exchange of documents between the Parties through technology transfer.

ARTICLE V IMPLEMENTATION PRINCIPLES

1. The enforcement and details related to the implementation of this Agreement are indicated in the protocols, agreements and contracts established by the Parties in accordance with the requirements of national legislation.

2. In principle, the Parties shall cooperate only in the fields related to their own defence 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.

ARTICLE VI COMPETENT AUTHORITIES

The competent authorities for the implementation of this Agreement are the following:

For the Government of the Republic of Turkey: The Presidency of the Republic of Turkey Presidency of Defence Industries;

For the Government of the Republic of Uzbekistan: The State Committee of the Republic of Uzbekistan on Defence Industry.

ARTICLE VII JOINT COMMISSION

1. For the purpose of the implementation of this Agreement, the Parties shall establish Uzbek-Turkey Joint Commission on cooperation in the field of defence industry (hereinafter referred to as the "Joint Commission").

2. Joint Commission meetings are chaired by the co-chairs. The delegation of the State Committee of the Republic of Uzbekistan on Defence Industry is headed by the deputy chairman or representative of the government and the delegation of the Office of the Defence Industry under the President of the Republic of Turkey is headed by the vice-president or representative of the President.

3. If necessary, the Joint Commission may include experts from the Armed Forces of each Parties, relevant ministries, departments as well as the defence industry companies.

4. Meetings of the Joint Commission are held on a regular and extraordinary basis. Regular meetings of the Joint Commission are held once a year in Uzbekistan and Turkey, respectively.

Extraordinary meetings are held to address urgent issues as agreed with the co-chairs of the Joint Commission.

The date, time, agenda and programs of the Joint Commission meetings will be developed, discussed and agreed at least 30 days before the meeting of the Joint Commission, and changes and additions to the

agenda should be developed and agreed one week before the date of the meeting.

5. The results and decisions of the Joint Commission's meeting will be reflected in the relevant protocols of the Joint Commission.

ARTICLE VIII LEGAL ISSUES

1. The competent authorities of the Parties shall exchange delegations for the implementation of this Agreement. The delegation of the Sending Party is subject to the laws and regulations of the Receiving Party during its stay in the territory of the Receiving Party, as well as during its entry, residence and departure to the territory.

2. The Parties shall bear the costs themselves that will arise during the implementation of this Agreement, within the limits provided for by the legislation of the States of the Parties, unless otherwise agreed in

each particular case.

ARTICLE IX INTELLECTUAL PROPERTY RIGHTS

1. The following intellectual property rights of the Parties: the rights of manufacturing within their borders; the issuance of licenses for production; sale to third parties, inventions created in joint ventures;

protection of patents for new products and the rights and obligations of technology transfer are determined separately for each

project.

The Parties provide effective protection of intellectual property rights created and transferred in accordance with this Agreement, in the framework of national legislation and international treaties to which they are parties. In the context of this Agreement, the concept of intellectual property is interpreted as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization, signed on July 14, 1967 in Stockholm.

2. None of the provisions of this Agreement shall be construed as permission or consent to use, exchange or disclose information regarding intellectual property rights received in connection with existing or confidential information belonging to the Parties or third

parties without the consent of the owner.

3. The Parties shall comply with intellectual property rights associated with the production, copying, use or distribution of all materials, products and information provided by the other Party in accordance with this Agreement.

4. Obligations established by the Agreement on the Protection of Intellectual Property Rights shall be effective after the termination of

this Agreement.

ARTICLE X SECURITY OF INFORMATION, DOCUMENTS AND MATERIALS

1. Information obtained as a result of cooperation under this Agreement may not be used to the detriment of the interests of the States of the Parties.

2. The Parties shall protect the information received in the course of cooperation under this Agreement in accordance with the legislation

of their state.

3. The Parties undertake not to disclose information on military-technical cooperation received or acquired under this Agreement to third parties, including international organizations and foreign legal or natural persons, without the prior written consent of the other Party.

4. In the course of joint work under this Agreement, the Parties may provide each other with information used as part of a limited

service.

On such media should be marked "For use within the Service."

The Party receiving the information used within the limited distribution service shall ensure its protection and use in accordance with the legislation of its state.

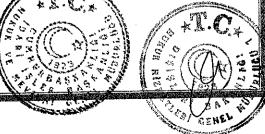
The documents provide for the provision of information used in

the limited distribution of services between the Parties.

5. Information on the need for confidentiality of cooperation or other information on cooperation between the Parties under certain agreements must be communicated in advance from one Party to the other Party and (or) agreed in the agreements concluded between the Parties under this Agreement.

6. The admission of representatives of one state to military facilities and the military-industrial complex of the other Party is carried

out in accordance with the legislation of the States of the Parties.



ARTICLE XI COMMITMENTS OF THE PARTIES ARISING FROM OTHER INTERNATIONAL AGREEMENTS

The provisions of this Agreement do not affect the obligations of each Party arising from other international agreements to which it is a party, and do not affect the legislation, interests, security of other states, nor is it used against territorial integrity.

ARTICLE XII DISPUTE RESOLUTION

Disputes and disagreements related to the application and (or) interpretation of this Agreement shall be resolved through consultations and negotiations between the Parties.

ARTICLE XIII CHANGES AND ADDITIONS

By mutual agreement of the Parties, this Agreement may be amended and supplemented, which are its integral part and are drawn up by separate protocols and enter into force in accordance with Article XIV of this Agreement.

ARTICLE XIV ENTRY INTO FORCE AND DURATION

1. 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 integral legal procedures required for the entry into force of the concerned document.

This Agreement is concluded for five (5) years and it shall be renewed automatically for successive periods of five (5) years, unless one of the Parties notifies the other in writing through diplomatic channels of its intention to terminate the Agreement six (6) months prior to its expiration.

2. Termination of this Agreement does not affect the implementation of projects, programs and contracts (agreements) concluded, initiated and completed during its fermination.

Done at Tashkent on March 2, 2021 and at Ankara on March 23, 2021 in two originals, each in the Uzbek, Turkish and English languages, all texts being equally authentic.

In case of any divergence in the interpretation of the provisions of

this Agreement, the English text shall prevail.

For the Government of the Republic of Turkey

For the Government of the Republic of Uzbekistan

Ismail Demir
President of the Presidency
of Defence Industries of the

Republic of Turkey

O Morey =

Oybek Ismoilov
Chairman of the State
Committee of the Republic of
Uzbekistan on Defence
Industry

