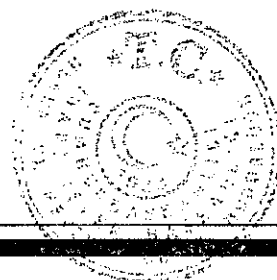


AGREEMENT
ON DEFENCE INDUSTRY COOPERATION
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF
TURKEY
AND
THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF NIGERIA



**AGREEMENT
ON DEFENCE INDUSTRY COOPERATION
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA**

PREAMBLE

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

Emphasizing that the friendship and cooperation relations, which shall be further developed and strengthened on the basis of the 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**

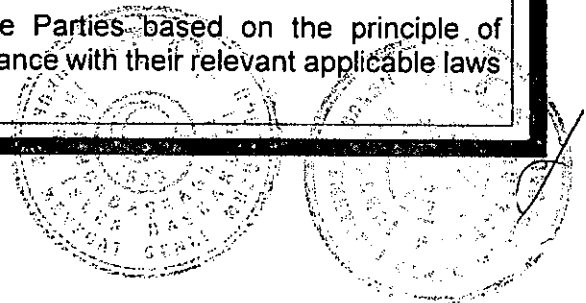
The purpose of this Agreement is to establish cooperation in the field of defence industry between the Parties by improving the defence industry capabilities of the Parties through more effective cooperation in the fields of development, production, procurement, maintenance of defence goods and services, 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 private organization approved by the parties.

**ARTICLE III
DEFINITIONS**

1. "Agreement" means Agreement on Defence Industry Cooperation between the Government of the Republic of Turkey and the Government of the Federal Republic of Nigeria.
2. "Defence Industry Goods and Services" means the any kind of weapons, equipment, systems and platforms used for defence and security and their spare parts, sub systems and any training and consultancy services regarding these.
3. "Cooperation" means activities undertaken by the Parties based on the principle of reciprocity for the purposes of this Agreement in accordance with their relevant applicable laws and regulations,



4. "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,
5. "Host Party" means the Party receiving personnel, material and equipment sent by the Sending Party to its country for implementation of this Agreement.
6. "Guest Delegation" means the military and/or civil personnel of a Party sent to the country of the other Party for the implementation of this Agreement.
7. "Third Party" means any person or entity or organisation or a government of a country or a state or an international organisation or their legal representatives other than the Parties.
8. "Intellectual and Industrial Property Rights"; means intellectual and industrial property rights arising from current universal agreements and norms.
9. "Commission" means the group established by the Parties to fulfil the execution of this Agreement.
10. "Dependants" means the persons who rely on the Guest Personnel as responsible to look after them in accordance with their respective national legislation.

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 the security organizations of the Parties and sales of them to the third parties,
2. Maintenance / sustainment / modernization of systems and platforms in inventory,
3. Any kind of training cooperation and exchange of documents between the parties through technology transfer,

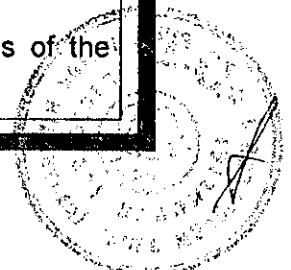
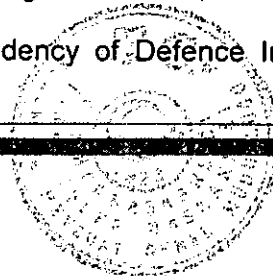
ARTICLE V IMPLEMENTATION PRINCIPLES

1. The enforcement and details of the implementation of this Agreement shall be subject to the ratification processes prescribed in the national legislation of the Parties and shall be defined through complementary and implementation agreements, memoranda of understanding, protocols and contracts in accordance with the provisions of this Agreement.
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:

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



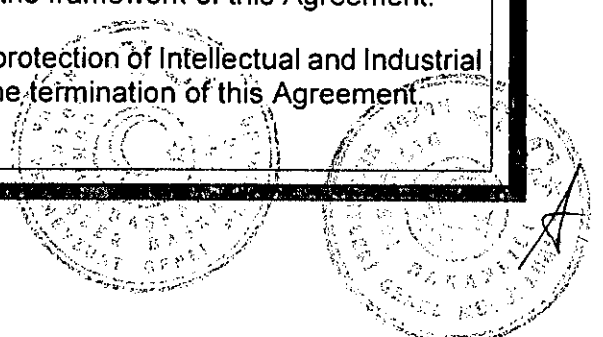
For the Government of the Federal Republic of Nigeria: Ministry of Defence of the Federal Republic of Nigeria

ARTICLE VII COMPETENT BODIES

1. The delegation of the Presidency of Defence Industries of the Presidency of the Republic of Turkey shall be headed by the Vice President or a representative authorized by the President, whereas the delegation of Ministry of Defence of the Federal Republic of Nigeria shall be headed by the Permanent Secretary of the Ministry of Defence or Director General of the Defence Industries Corporation of Nigeria.
2. The points of contact which shall be responsible for organizing and coordinating the DIC meetings and other working visits and activities within this scope are determined by the Presidency of Defence Industries of the Presidency of the Republic of Turkey, and the Ministry of Defence of the Federal Republic of Nigeria.
3. Where necessary, expert staff from the Armed Forces, institutions and defence industry companies of each Party may be included in the Commission.
4. Competent bodies: They shall carry out all the processes from the determination of the cooperation defined in Article 4 to the realization by mutual agreement. For this purpose, where necessary, they shall coordinate with public officials, academic personnel, military personnel and local company officials in their own countries.
5. The Commission shall meet alternately on the mutually agreed dates.
6. The Commission shall settle disputes, arising from the interpretation and implementation of this Agreement, through negotiations in accordance with Article XVII.

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 individually for each 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. In the context of this Agreement, intellectual property is understood to have the meaning given in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967.
2. 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.
3. 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.
4. Liabilities 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 THE 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:

TURKISH:
ÇOK GIZLI
GIZLI
ÖZEL
HİZMETE ÖZEL
TASNİF DIŞI

ENGLISH:
TOP SECRET
SECRET
CONFIDENTIAL
RESTRICTED
UNCLASSIFIED

2. 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 the 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.

3. The Recipient Party will not transmit Classified Information to a third party or another institution/organization in its site without prior written authorization from the Originating Party.

4. Liabilities 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

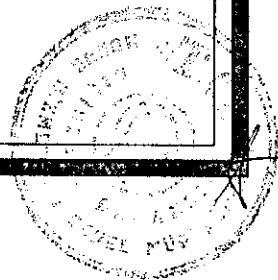
5. The level of security classification to be given to the information generated in the process of the mutual cooperation of the Parties shall only be determined, amended or declassified by mutual consent. In case of disagreement on the level of security classification to be given to such information,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

6. 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.

7. The manner in which Confidential, Secret and Top-Secret information and documents shall be transferred shall be determined by mutual agreement on a case-by-case basis.

ARTICLE X
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 XI
LEGAL ISSUES**

1. Guest Delegation 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 Host Party including their entry, stay and departure. In cases where the jurisdiction of the Host 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 shall be applied.
2. In case any of the Guest Delegation or their Dependants is detained or arrested, the Host Party shall promptly inform the Sending Party of this situation.
3. In case any of the Guest Delegation or their Dependants faces a legal investigation or trial in the Host Party, he or she shall be entitled to the right of generally accepted legal protection, which shall be no less than the one enjoyed by the nationals of the Host Party.
4. The activities of the Guest Delegation could be terminated by the Competent Authorities defined in Article VI if they violate the law of the Host Party.
5. The Sending Party shall retain exclusive disciplinary jurisdiction over the Guest Delegation within the territory of the Host Party.

**ARTICLE XII
ADMINISTRATIVE MATTERS**

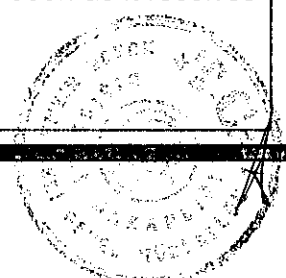
1. No mission shall be assigned to the Guest Personnel other than the ones specified in this Agreement or to be specified in the complementary and implementation agreements, memorandum of understanding, protocols and arrangements to be signed in accordance with this Agreement.
2. The Host Party shall make effort to provide the equipment required for the execution of the activities defined in this Agreement, where necessary.

**ARTICLE XIII
FINANCIAL MATTERS**

1. During the visits to be made within the scope of the Agreement, it shall be a general principle that the host country shall provide inland transportation and if possible accommodation service
2. The Host 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 Delegation shall clear their own debts and those of their Dependants' when they leave the Host Party once and for all.
4. The Guest Delegation and their Dependants shall be subject to the tax laws legislation in effect in the Host Party during their entry, stay and departure.

**ARTICLE XIV
OTHER ISSUES**

1. The Sending Party reserves the right to recall its personnel when deemed necessary. The Host 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 Delegation personnel or any Dependant, the Host 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 XV
DAMAGE/LOSS AND COMPENSATION**

1. Sending Party shall be liable for damage caused by the Guest Personnel and their Dependants.

2. During the implementation of this Agreement, the laws of the Host Party shall be applied, including third person claims in case of the damage and loss of persons, goods and environment

3. Unless resulted from wilful misconduct or gross negligence, Each Party shall waive all its claims against the other Party for damage or loss of goods and environment and for injury or death suffered by any of its personnel, during the performance of official duty.

**ARTICLE XVI
CUSTOMS AND PASSPORT PROCEDURES**

1. The Guest Delegation and their Dependants shall be subject to the rules applicable to foreigners within the territory of the Host Party.

2. When entering and leaving the country of the Host Party, the Guest Personnel and their Dependants shall be subject to the customs and passport procedures foreseen in the Host Party's law. However, the Host Party shall facilitate administrative formalities in compliance with their legislation.

**ARTICLE XVII
SETTLEMENT OF DISPUTES**

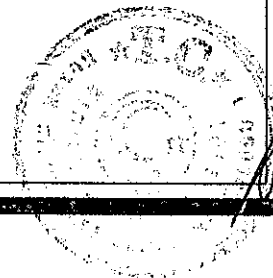
1. The Parties shall settle the disputes that are to arise due to interpretation or implementation of this Agreement, through negotiation. During the settlement process the Parties shall continue to fulfil their liabilities.

2. In case the dispute cannot be settled within ninety (90) days following its assessment in the commission it shall be handled at the level of President of Defence Industries of the Presidency of the Republic of Turkey, and Minister of Defence of the Ministry of Minister of Defence of the Federal Republic of Nigeria. If no solution can be reached at this level, the Agreement may be terminated in accordance with the prescribed termination procedure.

**ARTICLE XIII
AMENDMENT**

1. Either Party may propose, through diplomatic channels, amendments or revision of this Agreement if so required.

2. Agreed amendments shall enter into force in accordance with the procedure set forth in Article XIX regulating the entry into force of this Agreement. All amendments and revisions shall be done in writing.



**ARTICLE XIX
RATIFICATION AND 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 ratification and entry into force.

**ARTICLE XX
DURATION AND TERMINATION**

1. This Agreement shall remain in force unless terminated by either party.
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 projects, programs and contracts agreed upon and initiated before the termination of this Agreement.

**ARTICLE XXI
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 20 October 2021 in Abuja by the persons undersigned and duly authorized by their Governments.

ON BEHALF OF
THE GOVERNMENT OF
THE REPUBLIC OF TURKEY

ON BEHALF OF
THE GOVERNMENT OF
THE FEDERAL REPUBLIC OF NIGERIA

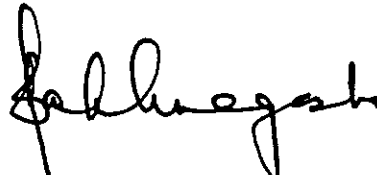
SIGNATURE:

SIGNATURE:



NAME: PROF. İSMAİL DEMİR

TITLE: President of Defence
Industries



NAME: MAJ.GEN. BASHIR SALIHI
MAGASHI (RTD)

TITLE: Minister of Defence

