

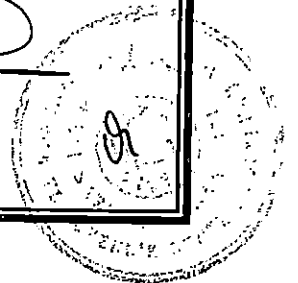
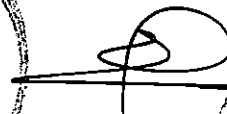
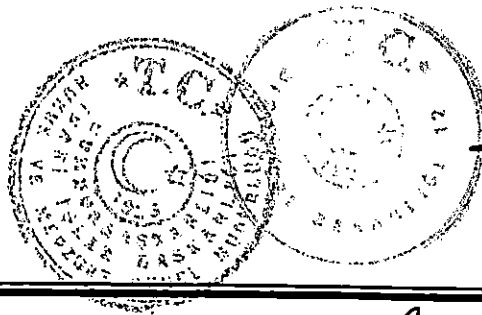
**DEFENCE
COOPERATION AGREEMENT**

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC
OF
TURKEY**

AND

**THE GOVERNMENT OF THE REPUBLIC
OF
EQUATORIAL GUINEA**



**DEFENCE COOPERATION AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TURKEY AND
THE GOVERNMENT OF THE REPUBLIC OF EQUATORIAL GUINEA**

PREAMBLE

The Government of the Republic of Turkey and the Government of the Republic of Equatorial Guinea (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,

Being aware of the need to create legal framework of bilateral relations in the field of defence,

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

Recognizing a common need, repeatedly expressed to raise and improve the level of bilateral cooperation between the respective Ministries of Defence,

Convinced that a strong and consistent cooperation between the two states, historically united by friendship, will serve the purpose of stability, peace and international security,

Have agreed upon the following.

**ARTICLE I
PURPOSE**

The purpose of this agreement is to provide a framework for developing relations and cooperation between the Parties specified in ARTICLE IV.

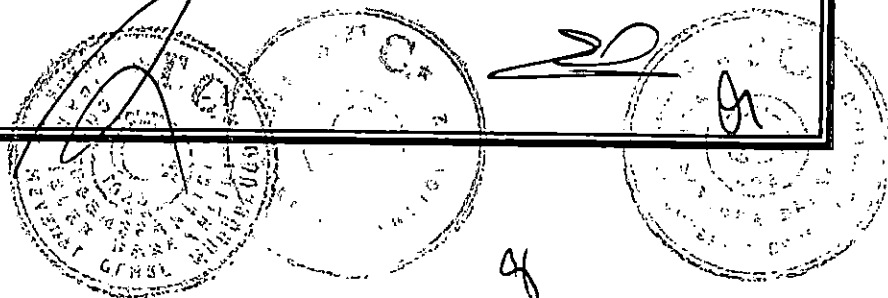
**ARTICLE II
SCOPE**

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

**ARTICLE III
DEFINITIONS**

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

1. "Sending Party" means the Party sending personnel, material and equipment to the Receiving Party for the implementation of this Agreement,
2. "Receiving Party" means the Party hosting the personnel, material and equipment of the Sending Party in its territory for the implementation of this Agreement.
3. "Guest Personnel" means the military personnel or the civilian persons who are the members of armed forces and sent by one Party to the other Party for the implementation of this Agreement.

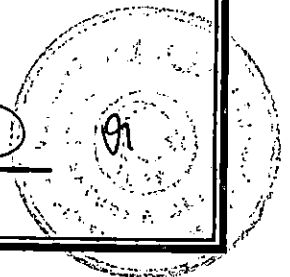
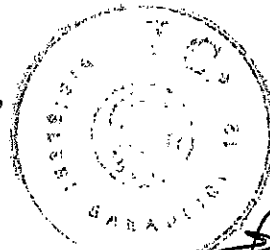
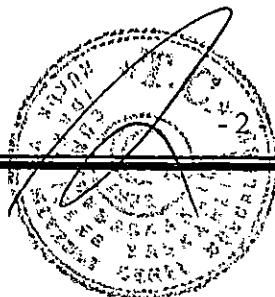


4. **"Guest Student"** means the students sent by the Sending Party to be assigned to the Armed Forces of the Sending Party to receive training at the military schools of the Receiving Party or other educational institutions to be determined by the Receiving Party.
5. **"Dependents"** means the spouse and children of the Guest Personnel whom they are responsible for looking after in accordance with their respective national legislation.
6. **"Senior Personnel"** means the most senior person among the Guest Personnel authorized to supervise the activities of the military/civilian group sent within the scope of this Agreement and appointed in accordance with the national legislation of the Sending Party
7. **"Grant"** means donation or transfer of a good or service free of charge.
8. **"Services"** means, in accordance with the Agreement between the Parties, the provision of training, technical information, support, development, maintenance, repair, recovery, disposal, port and counselling support and allocation of ground, sea and air vehicles, equipment, weapons, buildings and estate on condition that the ownership is retained.
9. **"Logistic Support"** includes the sale, grant, transfer, allocation of supplies and services.
10. **"Classified Information and Material"** Official information, document and material that requires protection for national security. Therefore, it is regulated by the application of a national security classification. This information may be in oral, visual, magnetic or printed form, or in technological or device form including information subject to Intellectual Property Rights.

ARTICLE IV AREAS OF COOPERATION

The cooperation between the Parties shall include the following areas:

1. Military training and education;
 - a. Training, education and courses at military schools, training and education centers or other educational institutions to be determined by the Receiving Party,
 - b. On-the-job training at units, headquarters and institutions,
 - c. Mutual/unilateral exchange of Guest Personnel, Guest Student or training personnel between training and educational institutions,
 - d. Mutual contact visits and exchange of knowledge for the improvement of training and education.
2. Participating in exercises/trainings or joint exercises,
3. Defence industry,
4. Military cooperation and contact visits between the Armed Forces,
5. The organizational structure of the Armed Forces, the structure and equipment of military units and personnel management,
6. Exchange of military intelligence,
7. Logistic cooperation, grant and logistic systems,

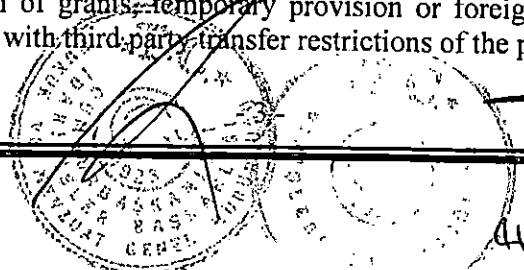


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8. Military medical and health services,
9. Communications, electronics, information systems and cyber defence,
10. Operations other than war such as peacekeeping, humanitarian aid and counter-piracy operations,
11. Exchange of knowledge on military legal systems,
12. Mapping and hydrography,
13. Exchange of personnel for professional development,
14. Exchange of Guest Personnel, advisors and units,
15. Exchange of information and experience on military scientific and technological research areas,
16. Social, cultural activities and sports,
17. Training and exchange of information and experience on counter against mines and improvised explosive devices,
18. Training and exchange of information and experience within the scope of Natural Disaster Relief Operations,
19. Military history, archives, publication and museology.

ARTICLE V FORMS OF COOPERATION

1. The Parties may carry out cooperation depending on their decisions in the following ways:
 - a. Meetings and visits of the Ministers of Defence, Chiefs of General Staff and their deputies or other officials authorized by the Parties,
 - b. Exchange of experience between the experts of both Parties in various fields of activities,
 - c. Organizing training, education and courses at a cost, free of charge or at reduced cost in military units, headquarters and institutions,
 - d. Contacts between similar military institutions,
 - e. Organizing joint discussions, consultations, meetings, and participating in courses, symposiums and conferences,
 - f. Participating in military exercises including real firing exercises, participating in these military exercises as observers, conducting passing exercises (PASSEX) and port visits, organizing joint exercises,
 - g. Exchange of information and training materials,
 - h. Providing mutual logistic support and exchanging munitions, materials and services in the form of grants or in return for payment.
2. Exchange of munitions, weapon systems, military equipment, vehicles and relevant supply items in the form of grants, temporary provision or foreign military sales shall be carried out in accordance with third-party transfer restrictions of the present agreements.



3. The Parties may conclude complementary memoranda of understanding, protocols and arrangements for the implementation of this Agreement in accordance with the ratification processes of the Parties under their national legislation and in conformity with the provisions of this Agreement.
4. The cooperation shall be carried out by taking into consideration the mutual interests and needs of the Parties and on the basis of reciprocity.
5. 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, other memoranda of understanding, protocols and arrangements shall not be transferred to a third country without prior mutual consent.
6. In the event that the material to be granted within the scope of this Agreement is discarded, the Receiving Party shall inform the Sending Party in written form.

ARTICLE VI

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 Ministry of National Defence of the Republic of Turkey,

For the Government of the Republic of Equatorial Guinea: The Ministry of National Defence of the Republic of Equatorial Guinea.

2. The Parties shall prepare Annual Implementation Plans regarding 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 will be strengthened through reciprocal visits at all levels mentioned in the Annual Implementation Plans.

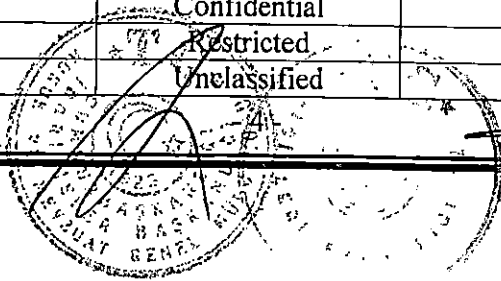
ARTICLE VII

SECURITY OF CLASSIFIED INFORMATION AND MATERIAL

1. All classified information, documents, physical and intellectual property rights and the military material provided or produced under this Agreement shall be exchanged, used and protected for their own purposes according to the subsequent memoranda of understanding, protocols and arrangements to be concluded between the Parties.

2. The Parties, in accordance with their national legislation, shall ensure the protection of information, documents, and all data on the materials and equipment to be exchanged within the scope of the implementation of this Agreement or performance of the joint activities. In this context, they shall take the same measures as the ones necessary for the protection of their own classified information of the same level. The Parties shall give the exchanged information the appropriate classification level as shown in the table below.

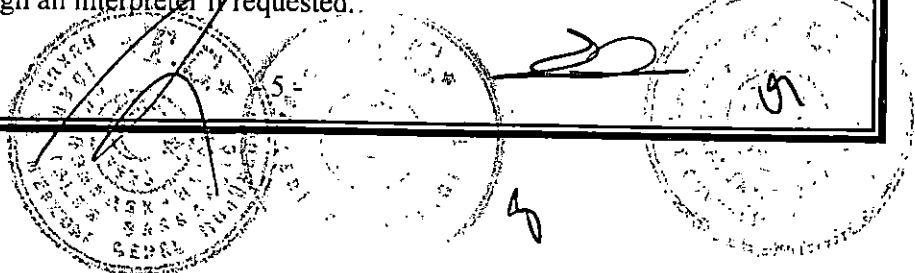
For the Government of the Republic of Turkey	Classification	For the Government of the Republic of Equatorial Guinea
Çok Gizli	Top Secret	Altamente Secreto
Gizli	Secret	Secreto
Özel	Confidential	Confidencial
Hizmete Özel	Restricted	Restringido
Tasnif Dışı	Unclassified	No Clasificado



3. The classified information and material shall not be disclosed to or shared with (or transferred to) a third party without prior written consent of the Party providing them.
4. The classified information and material shall only be exchanged through inter-governmental channels or other channels approved by the security authorities designated by the Parties. The classification level of the information shall be determined by the Party providing the information.
5. The Parties shall continue to be responsible for the protection and prevention of the release of the classification level of the exchanged classified information and material even after the termination of this Agreement.
6. The Parties shall ensure effective protection of the rights for intellectual property to be created or transferred under this Agreement in accordance with their national legislation and international treaties to which they are a party. In the context of this Agreement, intellectual property shall be understood as described in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967.
7. If deemed necessary, a separate security agreement on the transfer, usage and protection of the classified information and materials exchanged within the scope of this Agreement may be concluded under the responsibility of the bodies authorized for each of the cooperation areas specified in ARTICLE IV.
8. 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 or any third Party.
9. The Parties shall ensure that access to the classified information and materials is given according to need-to-know basis and to the personnel having appropriate security clearance.
10. In the event that the information exchanged in terms of implementing this Agreement is unexpectedly disclosed, the Party discovering the fact shall inform the other Party of the situation.

ARTICLE VIII MILITARY INTELLIGENCE

1. This article, regarding the countries considered to harm the mutual interests of the Parties and to be determined jointly, shall cover the developments in the area of interest of the Armed forces of the Parties, priority being given to the military activities and exchange of military intelligence information about the activities of these countries in Turkey and in Equatorial Guinea.
2. Exchange of intelligence information shall be conducted through the following means and according to the following methods:
 - a. Every coordination subject (including subjects of exchange) shall be determined between the Parties by mutual agreement for the related year during the bilateral negotiations held by Chiefs of Military Intelligence of both nations or personnel authorised by them on a rotational basis, one year in Turkey and one year in Equatorial Guinea.
 - b. The visiting party shall notify the Receiving Party of the name, rank, appointment and security clearance of the delegation members at least fifteen (15) days before the planned date.
 - c. The language of the documents and negotiations shall be in English. Negotiations may be conducted through an interpreter if requested.



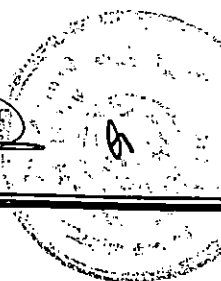
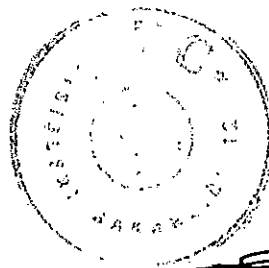
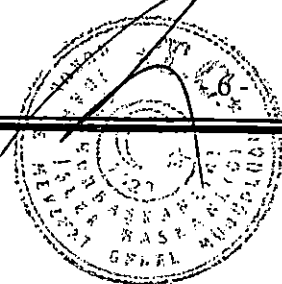
d. The information which may be exchanged shall be delivered in document form. If there is any CD, DVD, film, photograph, slide, etc. related to the subject, they shall be attached to the document.

e. Both Parties agree that they shall reply to each other's information requests as soon as possible through mutually agreed secure channels.

f. The request for the exchange of military intelligence information shall be assessed on a case by case basis and may be rejected, should they endanger national sovereignty and security of one of the Parties or widely contradict its national/international interests.

ARTICLE IX JURISDICTIONAL AND DISCIPLINARY DISPOSITIONS

1. Guest Personnel and their Dependents and Guest Students shall be subject to the national legislation and jurisdiction of the Receiving Party during their presence in the territory of the Receiving Party, including entry, stay and exit. In cases where the jurisdiction of the Receiving Party is applied and the verdict itself entails a penalty which is not contained in the legislation of the Sending Party, a type of penalty which is contained in the legislation of both States or suitable for both States shall be applied.
2. In the event that any of Guest Personnel, their Dependents or Guest Students are detained or arrested, the Receiving Party shall promptly inform the Sending Party of the situation.
3. In the event that any of the Guest Personnel, their Dependents or Guest Students faces a legal investigation or trial in the Receiving Party, he or she shall be entitled to all 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 Student and Guest Personnel may be terminated if they violate the laws of the Receiving Party.
5. Guest Students and Guest Personnel shall obey the disciplinary rules in the units, headquarters and institutions they are assigned to.
6. Guest Students shall be subject to the national legislations of the Receiving Party for disciplinary penalties and the Guest Personnel to the national legislations of the Sending Party. However, the competent military authorities of the Receiving Party may give orders to the Guest Personnel under their command as required by the duty.
7. Senior Personnel of the Sending Party shall be authorized to apply disciplinary measures on Sending Party personnel in accordance with the provisions of their respective military service laws and disciplinary laws.
8. The Guest Personnel, their Dependents or Guest Students shall not engage in any political activity or conduct any activities against the Receiving Party.



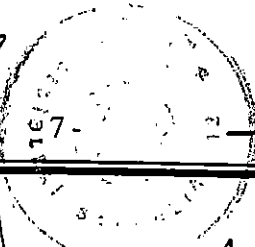
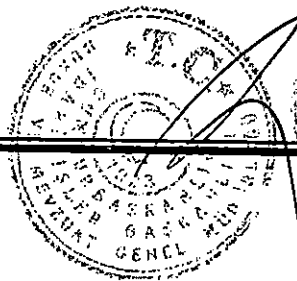
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**ARTICLE X
COMPENSATION CLAIMS**

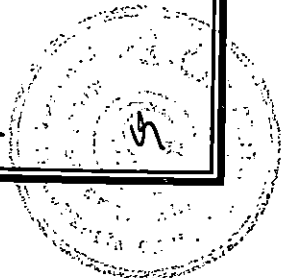
1. The national legislation of the Receiving Party shall be applied to the compensation claims of the third party during the implementation of this Agreement.
2. The Parties shall not claim compensation from each other for the injury or death of their personnel or for the damages/losses inflicted on 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.
3. The Parties shall jointly determine whether such a situation has arisen out of gross negligence or intentional misconduct or not.

**ARTICLE XI
ADMINISTRATIVE MATTERS**

1. The Guest Personnel and their Dependents, and Guest Students shall not have any diplomatic immunities and privileges.
2. Unless the Parties agreed otherwise, the Receiving Party shall not assign Guest Student and Guest Personnel to the duties other than those specified in this Agreement or in subsequent agreements and arrangements.
3. The Guest Student and Guest Personnel shall be subject to the same administrative procedures as their counterparts in the Receiving Party.
4. The military personnel of the Sending Party shall have the right to wear their own national uniform unless otherwise agreed in other memoranda of understanding, protocols and technical arrangements to be signed within the framework of this Agreement. The Receiving Party shall provide, to the extent possible, the necessary equipment for the performance of any activity during the duty. However, Guest Students must wear the military uniform provided by the Receiving Party. These Guest Students may attach military symbols provided by the Sending Party in order to be recognized.
5. The Sending Party shall retain the right to call back its personnel when it deems necessary. When it receives such a request from the Sending Party, the Receiving Party shall take the necessary measures as soon as possible for the return of the relevant personnel.
6. Administrative matters which constitute exceptions shall be specified in other memoranda of understanding, protocols or technical arrangements to be signed within the framework of this Agreement.
7. 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.
8. In the event that any of the Guest Personnel and their Dependents and Guest Students 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.
9. The Guest Personnel and their Dependents and Guest Students shall avoid the actions that may harm the environment, pay utmost attention to the prevention of environmental pollution and shall comply with the regulations of the Receiving Party in this matter.



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10. The Receiving Party shall make the final decision regarding the provision of transportation services necessary for the conduct of the activities on reciprocity basis and considering its capabilities at a cost/at no cost.

11. Training and education shall be given in accordance with the legislation of the Receiving Party. The Guest Student and the Guest Personnel who are unable to attend training and education due to academic failure, lack of discipline, medical problems, etc. shall be discharged from training and education institutions in accordance with the relevant procedures specified in the legislation of the Receiving Party. If deemed necessary by the Parties, protocols based on this Agreement may be concluded for training which are life-threatening and require expertise (flight training, shooting drills, etc.).

12. The selection of Guest Personnel and Guest Student shall be executed by Sending Party in accordance with criteria determined by Receiving Party.

ARTICLE XII 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 certifying that they are medically in good condition.

2. The costs of the examination and treatment services of the Guest Students shall be covered according to the national legislation of the Receiving Party. The Receiving Party shall cover the health insurance premiums or health expenses of the Guest Students.

3. The Receiving Party shall provide free of charge the emergency medical services and urgent dental care services of the Guest Personnel and their Dependents. The expenses of the medical examination and treatment, except for emergency medical services and urgent dental care of the Guest Personnel and their Dependents shall be covered by a health insurance to be bought according to the national legislation of the Receiving Party.

4. The Receiving Party may provide free of charge or in return of payment the insurance premiums or all treatment service costs of the Guest Personnel and their Dependents. If the Receiving Party decides to provide them in return for payment, the insurance premiums or all treatment costs of Guest Personnel and their Dependents shall be covered by the Sending Party or the Guest Personnel.

ARTICLE XIII FINANCIAL MATTERS

1. The Sending Party shall be responsible for the salary/allowance, lodging, boarding, transportation and other financial rights of the Guest Personnel and Guest Students assigned to conduct the cooperation activities under this Agreement.

2. However, if requested by the Sending Party, the Receiving Party shall decide, whether the following matters will be met or not, and the terms of meeting them for the Guest Personnel and Guest Students assigned for training and education purposes.

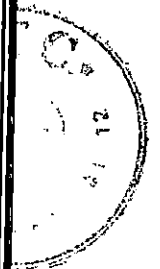
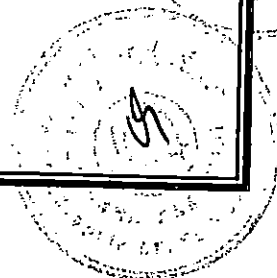
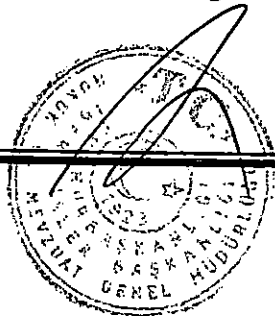
a. For Guest Personnel:

i. Monthly salary (The terms and amounts of the course-participant officer and NCOs shall be determined in accordance with their ranks and the terms and amounts of the civilian personnel shall be determined in accordance with their status by the Receiving Party).

- ii. Training and education costs (At a cost, reduced cost or free of charge),
 - iii. Dress (Details shall be determined by the Receiving Party),
 - iv. Shift pay for doctors receiving specialty training,
 - v. Transportation expenses.
- b. For the Guest Students:
- i. Boarding,
 - ii. Lodging (In the guesthouse or facility determined by the Receiving Party),
 - iii. Daily allowance (Terms and amount determined by the Receiving Party),
 - iv. Training and Education Costs (At a cost, reduced cost or free of charge),
 - v. Dress (Details shall be determined by the Receiving Party),
 - vi. Wages paid to the 6th grade students of the Medical Faculty during the internship training,
 - vii. Transportation expenses.
3. Turkish language courses to be provided in Turkey (including language preparatory classes for academic education) and French language courses to be provided in Equatorial Guinea shall be free of charge. Training requiring high costs (such as flight training, diver training, free escape tower training, etc.) shall be provided at full price.
4. 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.
5. Training and education costs shall be paid in U.S. Dollar by the Sending Party to the bank account determined by the competent authority of the Receiving Party within 60 (sixty) days following the receipt of the document indicating the amount of expense and approved by the relevant authority at the end of every training and education period (the costs of one-month or shorter training shall be paid in cash).
6. The Guest Personnel and their Dependents as well as Guest Students shall be subject to the tax law effective in the Receiving Party during their entry, stay and departure.

**ARTICLE XIV
CUSTOMS AND PASSPORT PROCEDURES**

1. The Guest Personnel and their Dependents as well as Guest Students 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 as well as Guest Students shall be subject to the customs and passport regulations of the Receiving Party during their entry into and exit from its country. However, the Receiving Party shall provide all possible administrative facilities within the framework of its legislation.



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**ARTICLE XV
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 XVI
SETTLEMENT OF DISPUTES**

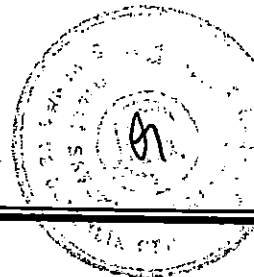
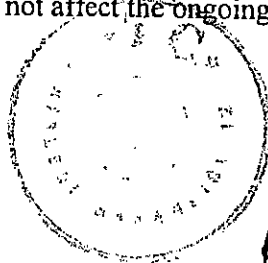
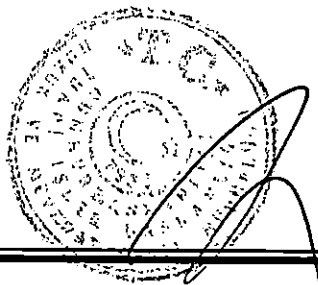
1. Any dispute arising from the implementation or interpretation of this Agreement shall be settled by consultations and negotiations between the Parties at the possible lowest level and shall not be referred to any national or international tribunal or to any third party for the settlement.
2. If the dispute is not resolved within 60 (sixty) days from the date of occurrence, the Parties shall begin negotiations within 30 (thirty) days. If no solution is achieved within the following 60 (sixty) days the Parties may terminate this Agreement in accordance with the procedure specified in ARTICLE XVIII.

**ARTICLE XVII
AMENDMENT AND REVIEW**

Either Party may propose amendment or review of this 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 this Agreement in accordance with the procedure specified in ARTICLE XVIII. Agreed written amendments or revisions shall enter into force in accordance with the procedures set forth in ARTICLE XIX governing the entry into force of this Agreement.

**ARTICLE XVIII
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 Party 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.



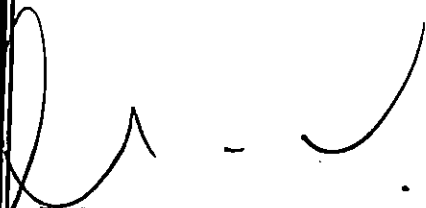
**ARTICLE XIX
RATIFICATION AND ENTRY INTO FORCE**

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 entry into force of the Agreement.

Done at ~~ANKARA~~ **23** of the month of August 2021, in two original copies in Turkish, Spanish and English languages, all being equally valid and authentic. In case of 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 REPUBLIC OF
EQUATORIAL GUINEA**



Hulusi AKAR



Victoriano NSUE OKOMO

Minister of National Defence

Minister of National Defence

