

**MEMORANDUM OF UNDERSTANDING  
ON  
LAW ENFORCEMENT TRAINING COOPERATION  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF TÜRKİYE  
AND  
THE GOVERNMENT OF THE STATE OF PALESTINE**

The Government of the Republic of Türkiye and the Government of the State of Palestine hereinafter referred to individually as "the Party" and collectively as "the Parties";

DESIRING to further strengthen and develop friendly relations between the Republic of Türkiye and the State of Palestine and to promote welfare and stability in a peaceful atmosphere in both States in the framework of the principle of mutual respect of the sovereignty, equality and interest of both Parties;

Have agreed on the following issues in the field of law enforcement training.

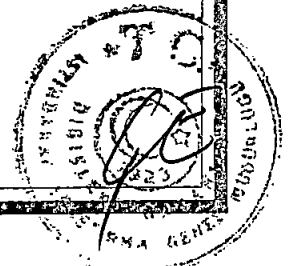
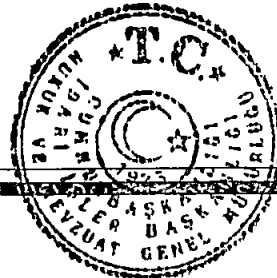
**ARTICLE 1  
DEFINITIONS**

All following definitions apply within the scope of the Memorandum of Understanding:

- a) **Personnel** contain a trainee, a trainer and law enforcement personnel on duty belonging to one of the Parties.
- b) **Student** means personnel who will receive training in training centres or other relevant training institutions on behalf of law enforcement forces but does not yet rise in rank.
- c) **Trainee** means personnel, instructor or student who will receive training within the scope of training programs.
- d) **Trainer** means personnel or instructor who will provide training within the scope of training programs.
- e) **Candidate** means a person who meets the conditions required for admission to training units within the scope of training programs.
- f) **Sending Party** means state that sends personnel to receiving party for implementation of this Memorandum of Understanding.
- g) **Receiving Party** means state that receives personnel of sending party for implementation of this Memorandum of Understanding.

**ARTICLE 2  
AIM**

This Memorandum of Understanding aims to improve cooperation in the field of law enforcement training between the Parties.



**ARTICLE 3**  
**SCOPE**

This Memorandum of Understanding covers procedures and principles on training programs in the fields specified in Article 4.

**ARTICLE 4**  
**COOPERATION FIELDS**

1. The Parties shall carry out training cooperation activities in the following fields.

**A- POSTGRADUTE EDUCATIONS**

Personnel may be admitted each year for the relevant institutes within Turkish National Police Academy/Gendarmerie and Coast Guard Academy in the field, number and requirements to be announced on the websites of the relevant Academies during the education period.

**i. Master's Programs:**

Those who are declared as candidates by their countries within the requirements and periods published on the websites [www.pa.edu.tr](http://www.pa.edu.tr) and [www.jsga.edu.tr](http://www.jsga.edu.tr) and who apply personally and who are successful in an interview shall be admitted for master education programs provided by the institutes affiliated with Turkish National Police Academy/Gendarmerie and Coast Guard Academy.

**ii. Non-Thesis Master Program:**

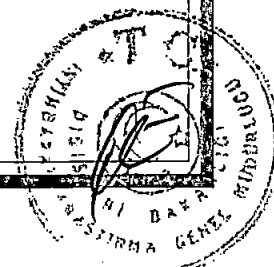
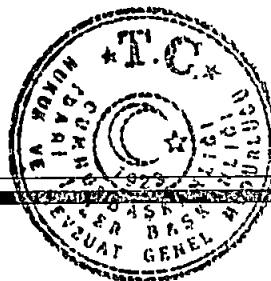
Those who are declared as candidates by their countries within the requirements and periods published on the websites [www.pa.edu.tr](http://www.pa.edu.tr) and [www.jsga.edu.tr](http://www.jsga.edu.tr) and who apply personally and who are successful in an interview shall be admitted for non-thesis master education programs provided by the institutes affiliated with Turkish National Police Academy/Gendarmerie and Coast Guard Academy.

**iii. Doctoral Programs:**

Those who are declared as candidates by their countries within the requirements and periods published on the websites [www.pa.edu.tr](http://www.pa.edu.tr) and [www.jsga.edu.tr](http://www.jsga.edu.tr) and who apply personally and who are successful in an interview shall be admitted for doctoral education programs provided by the institutes affiliated with Turkish National Police Academy/Gendarmerie and Coast Guard Academy.

**B- EDUCATION PROGRAMS**

These are the educations approved by the relevant Law Enforcement Education Units of Ministry of Interior and carried out within the framework of the issues specified in Article 6.

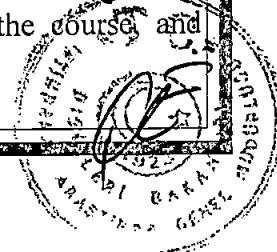
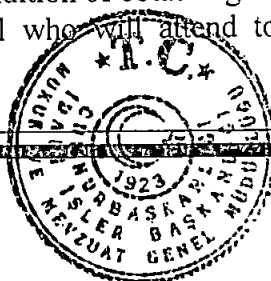


**ARTICLE 5  
COOPERATION PROCEDURES**

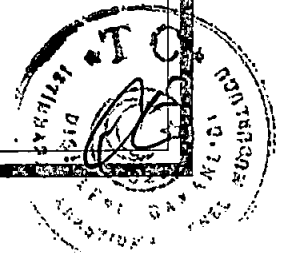
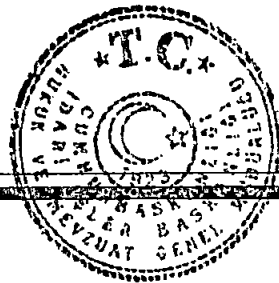
1. The Parties shall cooperate to transfer scientific and technical issues, to organize and carry out education programs and to exchange their experiences gained in the fields of expert exchange.
2. The Parties shall cooperate in carrying out the educational activities within the framework of the issues detailed in Article 4.
  - a) The host Party shall provide and prepare venue of education, necessary education materials and other equipment.
  - b) The cooperation between the Parties shall be improved through mutual visits at all levels.
  - c) The Parties shall make a contribution to improvement of bilateral cooperation in accordance with national legislation within the framework of principles of equality and mutual benefit. In this regard, they may carry out mutual personnel and trainer visits, scientific and technical information exchange, joint scientific research programs and projects. Joint conferences, seminar and symposiums may be organized to benefit from scientific developments.

**ARTICLE 6  
EXECUTION OF EDUCATIONAL ACTIVITIES**

1. The Parties, if required, for the purpose of determining the education programs, shall ensure that a study of "education need analysis" is carried out and that the education programs to be organized mutually are planned as a result of this analysis study.
2. The Parties shall provide mutual education and training service for trainees in education and training institutions within the framework of this Memorandum of Understanding and pursuant to an annual implementation plan to be made by correspondence.
3. The Parties may mutually appoint trainee and trainer pursuant to qualifications and numbers specified in the annual implementation plan, and education programs may be organized in both countries.
4. Trainee and trainers will have qualifications in conformity with purpose and scope of training.
5. It is essential that the Parties make the plans for courses 1 year in advance. However, the Parties, when required, may send their requests regarding the required courses within a reasonable time before the start of course.
6. In the annual implementation plan they will send, the Parties shall indicate the types of courses, the number of participants to be admitted, the qualifications of trainee, the schools in where the courses are provided, the names and addresses of education centres and units, course duration, language education before the course, if available, and on the job training after the course, the condition of obtaining a medical report for the course, the status and rank of personnel who will attend to the course and technical issues such education fees.

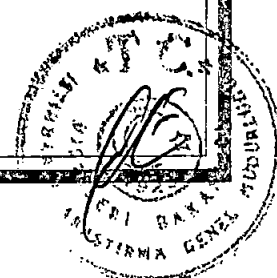
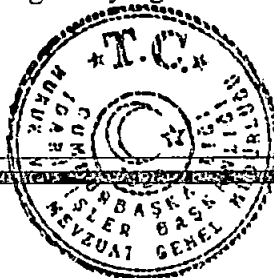


7. The Parties shall meet physical requirements of education program (venue, equipment, material, classroom, library, laboratory etc.) in accordance with content of education, needs and expectations.
8. The education programs shall be permanently monitored, evaluated and improved during the implementation.
9. The Receiving Party shall provide the trainee with their materials used in education specified in the education program and the trainee shall give back the education aid material at the end of the education.
10. Diploma, course document or certificate to be awarded trainee at end of education and training shall be issued by the competent authorities of the Party providing education and shall be conferred on trainees at graduate ceremony. In case of a failure, a document indicating the failure shall be issued.
11. The trainee shall also bring education and ceremony uniforms that will be required during education and training.
12. Before the education starts, information about the course program, standards and disciplinary legislation shall be made by the relevant course centre.
13. The competent authorities of the Sending Party shall be notified about the personnel who are deemed unsuitable for continuing education and training due to failure, indiscipline and sanitary inadequacy within the framework of the Receiving Party's legislation and principles. Following the notification, the process of dismissal from education and termination of education and training shall be implemented. If the conditions regarding the period of education are appropriate, a new student may be admitted to replace the personnel sent to its country. Personnel who have been subject to the dismissal from education and the termination of education and training shall not be sent again for education and training purposes.
14. Since the language of education is Turkish in a Training for First Level Superiors and an Non-Thesis Master Education organized in the Training Centre for Police Superiors affiliated with Turkish National Police Academy as well as a Basic Training for Commissioned Officer and a Basic Training for Non-Commissioned Officer and Master and Doctoral Programs organized in Turkish Gendarmerie and Coast Guard Academy as well as Vocational Technical Training Courses provided by Turkish Gendarmerie, admitted students shall be subject to a Turkish language level examination firstly. A Turkish language education is organized for a period of 1 (one) in average for students who fail the exam. Subsequently, students who succeed in the education are included in the said education. In other educations, a sufficient number of interpreters may be requested by the Sending Party. The Sending Party determines its requests regarding interpreters by mutual agreement with the Receiving Party at least three months before the education begins. Interpreter expenses are covered by the Sending Party.



**ARTICLE 7**  
**DISCIPLINE ISSUES AND TERMINATION OF TRAINING**

1. Guest staff/candidates/trainees must be liable to obey all current rules and instructions of the Unit and Institutions of the Receiving Party. The personnel violating these rules and instructions shall be dismissed from the activity and returned to the sending country.
2. The Receiving Party has the right to terminate the training of those who are admitted to training under this MoU in the following cases.
  - a) Academic inability,
  - b) Violation of the legislation of the located country or the disciplinary rules of the institution where they are trained,
  - c) Determining a situation that arises during the training period and may cause health problems while continuing the training.
3. Quitting and leavings shall be applied within the following principles.
  - a) Leavings shall be granted in accordance with the working hours of the Receiving Party and the principles applicable to the counterparts of the Receiving Party.
  - b) The leavings within the country of the Receiving Party shall be given by the head of the association, institution and facility where the trainee is trained, if deemed appropriate by the competent authority of the Sending Party.
  - c) Leavings to be used outside the country of the Receiving Party shall be granted by the competent authorities of the Sending Party in accordance with the agreement to be reached by the competent authorities of both countries.
  - d) The application of the rest and medical reports of the trainees up to 20 days shall be decided by the head of the association, institution and facility where they are trained in accordance with the principles of the Receiving Party and in the case that they want to spend more than 20 days of rest and reports outside of the Receiving Party, it shall be decided by the competent authority of the Receiving Party, if the competent authority of the Sending Party deems appropriate.
  - e) In case of death of the trainee or his/her relatives, the Receiving Party shall inform the Sending Party about the death, transfer the corpse to the nearest airport and take the necessary sanitary measures.
4. Issues regarding the compensation claims shall be conducted as below:
  - a) During the implementation of this MoU, the national legislation of the Receiving Party shall be applied about the compensation claims of the third party.
  - b) Unless there is a gross negligence or intent, the Parties cannot claim compensation from each other in the case of injury or death of their staff or for damage to person, property and environment during carrying out the activities under this MoU.

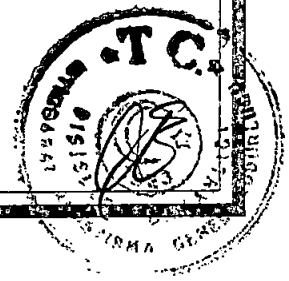
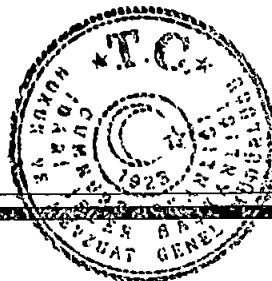




- c) The parties jointly determine whether the situation is caused by gross negligence or intent.

**ARTICLE 8**  
**ASSIGNMENT OF TRAINERS FOR ON-SITE TRAINING**

1. In case of agreement on training subjects, training time and duration; the trainer shall be assigned in the Receiving Party for on-site training that will be determined by the competent authority of the Sending Party.
2. The Sending Party's competent authority shall ensure that the personnel to be assigned for on-site training consists of the people who are expert in their field.
3. Trainers assigned for on-site training shall be appointed to the education and training institutions of the Receiving Party.
4. The Receiving Party; shall inform the Sending Party about which training subjects and for what period they need a trainer for on-site training, through the appropriate cooperation channel. The number of personnel to participate in training that envisaged by the Receiving Party, the qualifications of the personnel who participate in the training, the names and locations of the schools, training centres and associations where the training shall be conducted, the number of assistant trainers and translators, if any, the list of available equipment and materials for the training shall also be specified in this statement.
5. The Receiving Party shall allocate a vehicle for on-site training personnel from the airport until to the end of their task. This vehicle shall be utilized for the transfer between the lodging area, schools, training centres and associations.
6. During the training, the personnel of the Receiving Party shall be managed by the trainers assigned by the competent authority of the Sending Party for on-site training.
7. While planning the on-site training; it shall be taken as a criterion that a group of 3 trainers can train a group of 40-50 people at most.
8. It is essential that the target group should be administrators in on-site training.
9. In on-site trainings; trainings will be held in the official language of the Trainer Sending Party. To this end, it is essential for the Party Receiving the trainers shall provide a sufficient number of translators. The Party sending the trainer determines the requests and expenses of the translator by mutual agreement with the Party Receiving the trainer at least three months before the training starts.
10. "Course Certificate" or "Certificate" shall be given to the Trainee of the Receiving Party who participated and succeeded in the on-site training, by the trainers assigned for on-site training by the Sending Party.



**ARTICLE 9**  
**EXTRAORDINARY SITUATIONS AND PROHIBITION OF ASSIGNMENT**

1. Personnel shall never participate in an armed conflict or political activities with a third country. They shall not be tasked with an internal security duty in the Receiving Party and the personnel assigned for education and training shall not be assigned with any other duties apart from the duties specified in this Memorandum of Understanding.
2. The Sending Party can revoke its personnel at any time and without stating a reason. In this case, the Receiving Party shall take the necessary measures for the revocation process to be handled as soon as possible.
3. In the case of war, armed conflict, public disturbance or international crisis in one of the Parties, the Receiving Party shall return these personnel to their own country upon the request of the sending Party.
4. The personnel of the Sending Party are subject to the legislation and jurisdiction of the Receiving Party. In the cases where the jurisdiction of the Receiving Party is implemented and when the content of the provision prescribes a punishment/execution procedure which is not defined in the legislation of the Sending Party, a penalty shall be applied that is included in the legislation of both parties.

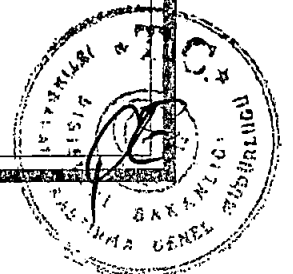
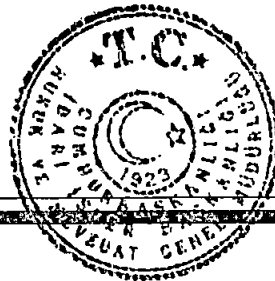
**ARTICLE 10**  
**SOCIAL SERVICES**

The trainees, within the scope of the status which their counterparts in the Receiving Party have; shall benefit from social and administrative services such as social facilities, canteens, table d'hote and workplaces in accordance with the current legislation.

**ARTICLE 11**  
**COORDINATION AUTHORITIES**

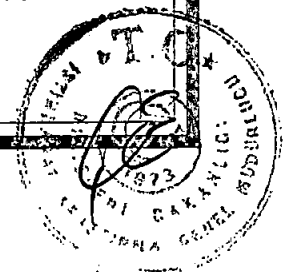
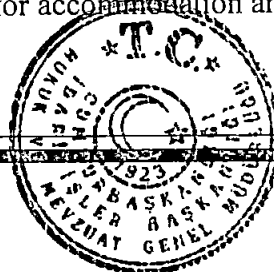
The following authorities shall be entitled to ensure coordination for implementing this Memorandum of Understanding;

- a) For the Party of Türkiye: Ministry of Interior
- b) For the Party of Palestine: Ministry of Interior



**ARTICLE 12**  
**FINANCIAL ISSUES**

1. The receiving state shall decide to provide training to the personnel, who receive training, for paid, free or discounted basis. In case of free training, it will be able to cover the following expenses;
  - a) For students,
    - i. Meals,
    - ii. Accommodation,
    - iii. Allowance (The rules and the amount shall be determined by the Receiving State),
    - iv. Training-education expenses,
    - v. Clothes (Equivalent to the Receiving State's allowances determined for its own students.)
  - b) For trainee personnel, (Except for the trainings which will be provided by Turkish National Police)
    - i. Monthly wages (The rules and the amount shall be determined by the Receiving State),
    - ii. Training-education expenses,
    - iii. Clothes (Equivalent to the Receiving State's allowances determined for its own students)
2. Unless otherwise agreed upon, the expenses of international transportation shall be covered by the Sending Party.
3. If it is decided to provide the trainings with a fee, the expenses stated in the 1. Paragraph of this Article shall be paid in US Dollars to the notified account numbers, by the State of whose personnel has been trained, within 30 days following the end of the training period or activity.
4. Guest personnel shall be liable to the current customs, tax and trading legislation of the Receiving State during their entry, stay and exit period.
5. Guest personnel are obliged to liquidate personal and family debts while their exact leaving the Receiving State for any reason. Necessary measures shall be taken by the Sending State for personal debts which the guest personnel have not liquidated.
6. In the case that trainers are appointed for on-site training;
  - a) The Receiving Party shall cover the transportation expenses of the equipment and materials which are brought by the Sending Party to the Receiving Party for on-site training.
  - b) The transportation costs and daily wages of the law enforcement personnel of the Sending Party shall be covered by the Sending Party and meals and accommodation expenses shall be covered by the Receiving Party. The Receiving Party shall present the place for accommodation and subsistence of





the trainers assigned for on-site training and shall provide all kind of conveniences.

### ARTICLE 13 HEALTH CARE SERVICES

1. In accordance with this Memorandum of Understanding, the Trainee Law Enforcement Personnel must be in a health conditions that can perform all kinds of activities. The Receiving Party may request a medical report indicating that these persons are appropriate in terms of health.
2. Examination and treatment service expenses of the student and trainee law enforcement personnel shall be covered according to the national legislation of the Receiving Party. Health insurance premiums or health expenses of the students and the trainee Law Enforcement Personnel shall be covered by the Receiving Party.
3. Urgent health and urgent dental care services of the personnel except the trainees and students; shall be provided free of charge by the Receiving Party. The expenses of examination and treatment services other than urgent health and urgent dental care services shall be covered by the Sending Party.

### ARTICLE 14 SETTLEMENT OF DISPUTES

Differences and disputes arising from the interpretation or implementation of this Memorandum of Understanding shall be settled through negotiations or consultations between the Parties.

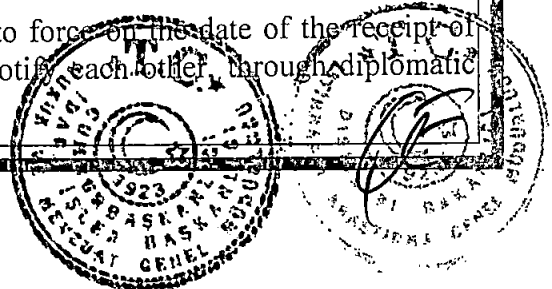
In the case of a dispute between this MoU and international legal texts previously concluded between the Parties, the provisions of this Memorandum of Understanding shall prevail.

### ARTICLE 15 SUPPLEMENT AND AMENDMENTS

The supplements or amendments to this Memorandum of Understanding shall be made in written form by the mutual consent of the Parties in the form of separate memorandum of understandings which are integral parts and shall enter into force in compliance with the provisions of Article 16 of this Memorandum of Understanding.

### ARTICLE 16 ENTRY INTO FORCE AND TERMINATION

This Memorandum of Understanding 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 all legal procedures envisaged in their national legislation for its entry into force.

This Memorandum of Understanding is concluded for a period of 1 (one) year. Unless one of the contracting parties notifies the other Party in writing of its intention to terminate this Memorandum of Understanding through diplomatic channels 6 (six) months prior to its expiration, it shall be automatically renewed for successive periods of 1 (one) year. This Memorandum of Understanding shall expire six months after the notification of termination.

The termination of this Memorandum of Understanding does not affect the initiated or ongoing education programs, unless there is a regulation stemming from domestic legislation.


Signed in Ramallah on 24/5/2022, in two original copies, each in Turkish, Arabic and English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

**For the Government of the Republic of  
Türkiye**



**Mehmet ERSOY**  
Deputy Minister of Interior

**For the Government of the State of  
Palestine**



**Yousef Harb**  
Deputy Minister of Interior

