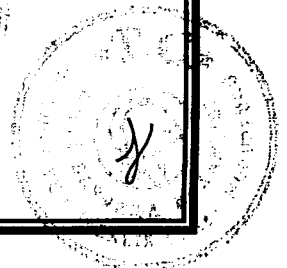
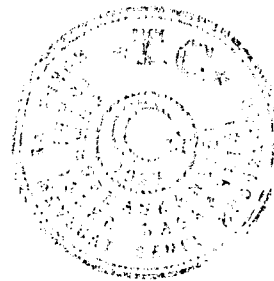


MILITARY FRAMEWORK AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF
TÜRKİYE
AND
THE GOVERNMENT OF HUNGARY



**MILITARY FRAMEWORK AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TÜRKİYE AND
THE GOVERNMENT OF HUNGARY**

PREAMBLE

The Government of the Republic of Türkiye and the Government of Hungary (hereinafter referred to as the "Party" or the "Parties");

Reaffirming their commitment to the aims and principles of the North Atlantic Treaty 04 April 1949, the Agreement between the Parties to the North Atlantic Treaty regarding the Status of Their Forces dated 19 June 1951 (hereafter "the NATO-SOFA") and the United Nations Charter,

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,

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

Have agreed upon the following:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to provide a framework for relations and develop cooperation between the Parties in the fields 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 personnel who are the members of Armed Forces or the Ministry of Defence and sent by one Party to the other Party for the implementation of this Agreement.
4. **"Dependents"** means the spouse and children of the Guest Personnel whom they are responsible for looking after in accordance with their respective national legislation.

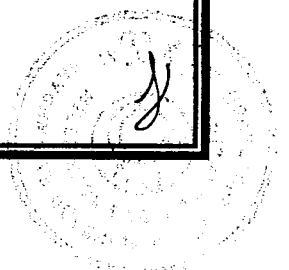
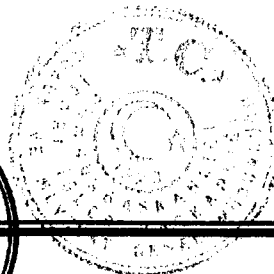


5. **"Senior Personnel"** means the most senior person among the Guest Personnel authorized to supervise the activities of the military/civilian group sent within the scope of this Agreement and appointed in accordance with the national legislation of the Sending Party.
6. **"Grant"** means donation or transfer of a good or service free of charge.
7. **"Service"** means, in accordance with the Agreement between the Parties, 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.
8. **"Logistic Support"** includes the sale, grant, exchange, allocation, leasing/hiring, technological transfer and licensing of supplies and services.
9. **"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 FIELDS OF MILITARY COOPERATION

The Cooperation between the Parties shall include the following fields:

1. Military training and education:
 - a. Training (including language education) education and courses in training and education centers or other educational institutions to be determined by the Receiving Party,
 - b. On-the-job training at military units, headquarters and institutions,
 - c. Mutual/unilateral exchange of Guest Personnel or training personnel between training and educational institutions,
 - d. Mutual contact visits and exchange of knowledge for the improvement of training and education.
2. Mutual participation in exercises/trainings or joint exercises actively or in an observer capacity.
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, personnel management.
6. Exchange of military intelligence.
7. Logistic cooperation or logistic support.
8. Military medicine and health services.
9. Communications, electronics, information systems and cyber defence.
10. Peacekeeping and humanitarian aid operations.
11. Exchange of knowledge on military legal systems.
12. Mapping and hydrography.

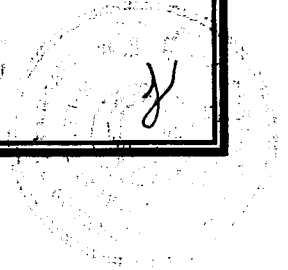
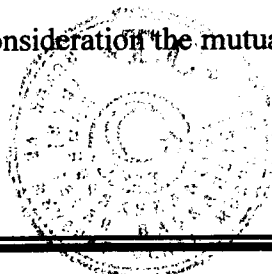
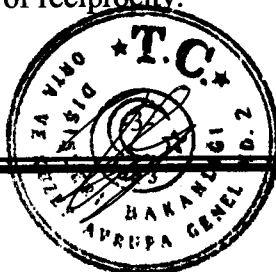


13. Exchange of personnel for professional development.
14. Exchange of Guest Personnel, advisors and units.
15. Exchange of information and experience on military scientific and technological research areas.
16. Scientific, social, cultural activities and sports.
17. Training and exchange of information and experience on counter against mines and improvised explosive devices.
18. Training and exchange of experiences in search and rescue.
19. Military history, archives, publication/publishing and museology.

ARTICLE V

PRINCIPLES OF IMPLEMENTATION AND 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 or 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**, organizing joint exercises,
 - g. Exchange of **information** and training materials,
 - h. Cooperation **and** assistance in donation, exchange, allocation, sale, leasing/hiring of the goods and services in the inventory of the Parties and transportation service of the granted material **free of charge** within the framework of the logistic cooperation or logistic support and their **technological** transfer and granting licence.
2. The activities to be conducted within the framework of logistic cooperation or logistic support shall be carried out in accordance with third-party transfer restrictions arising from the **agreements** in effect that the parties have signed with other nations.
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 Türkiye: the Ministry of National Defence of the Republic of Türkiye,

For the Government of Hungary: the Ministry of Defence of Hungary.

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 shall be strengthened through reciprocal visits at all levels mentioned in the Annual Implementation Plans.

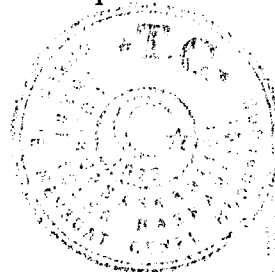
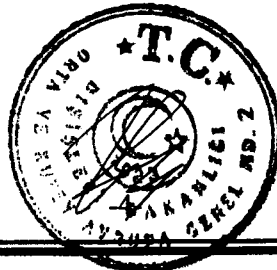
ARTICLE VII TRAINING/COURSE CONDITIONS

1. Training and education shall be given according to the conditions provided in the legislation of Receiving Party.

2. A training request by the Sending Party shall be made through an official letter to the Receiving Party, as a general rule at the latest in March of the year before the beginning of training or course in accordance with this Agreement. Upon the receipt of the request, the Receiving Party shall review it and inform the Sending Party of its reply, as a general rule not later than July.

3. If there is an additional training request, this request shall be notified through an official letter. The additional requests within this scope may be included in the planned requirements to the extent possible and after the consultation between the Parties.

4. It is a fundamental principle to provide training in the language of the Receiving Party, except for training given by the Receiving Party in English language. However, if requested by the Sending Party and if deemed appropriate by the Receiving Party, trainings lasting less than 3 (three) months may be provided through an interpreter. In case training is provided through an interpreter, the Sending Party shall assign sufficient number of interpreters for the personnel to be sent for training. The costs of the translation/interpreter for training purposes shall be met by the Sending Party.



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5. The Sending Party shall inform the Receiving Party of the final decision on the participation in training, number of guest personnel sent for training/course, flight data and other information at least 45 (forty-five) days before the beginning of training in order to enable the Receiving Party to make necessary arrangements. In the event that the notifications are not made in due time, the Receiving Party shall have the right to postpone the course/training request to a later date or completely cancel it.
6. Training of the Guest Personnel shall be provided in accordance with the programs of the military institutions or units where training is given. If the course subjects cover those matters relating to national security, restrictions may be imposed in this respect.
7. The Receiving Party shall state which equipment and materials it will provide for the Guest Personnel necessary during training and which of them will be returned to the Receiving Party at the end of training.
8. Guest Personnel shall be selected by the Sending Party according to the criteria determined by the competent authority of the Receiving Party. Guest Personnel who do not satisfy the criteria determined by the Receiving Party may not be accepted for the training and education.
9. Matters regarding the type of examination and training shall be determined by the Receiving Party.
10. Guest Personnel who are sent to attend training/courses, have fully completed the specified training/course program, succeeded in the examinations organized according to training/course conditions and successfully developed thesis/projects shall be awarded a certificate indicating that they have completed the appropriate specialization or training program (academic degree).

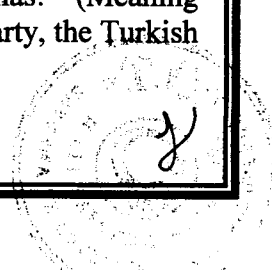
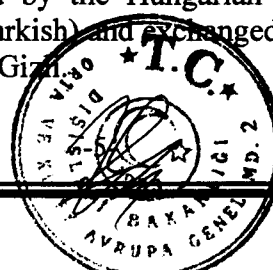
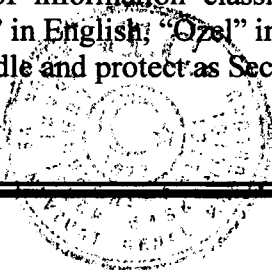
ARTICLE VIII

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 Türkiye		For the Government of Hungary
Çok Gizli	Top Secret	Szigorúan titkos!
Gizli	Secret	Titkos!
Hizmete Özel	Restricted	Korlátozott terjesztésű!

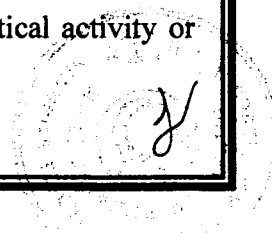
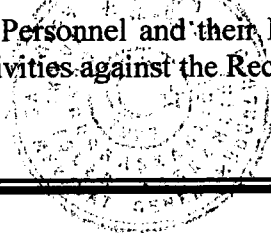
In case of information classified by the Hungarian Party as "Bizalmas!" (Meaning "Confidential" in English; "Özel" in Turkish) and exchanged to the Turkish Party, the Turkish Party will handle and protect as Secret/Gizli.



3. The classified information and material shall not be disclosed to or shared with (or transferred to) a third party without the 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. 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.
8. In the event that the information exchanged in terms of implementing this Agreement is unexpectedly disclosed, the Party discovering the fact shall immediately inform the other Party of the situation.

ARTICLE IX LEGAL MATTERS

1. As a general rule, unless other international agreements, including NATO SOFA Article VII provide otherwise, Guest Personnel and their Dependents shall be subject to the national legislation and jurisdiction of the state of the Receiving Party during their presence in the territory of the Receiving Party, including entry, stay and exit.
2. In the event that any of Guest Personnel and their Dependents are detained or arrested, the Receiving Party shall promptly inform the Sending Party of the situation.
3. Without jeopardy to other international agreements in force between the Parties, in the event that any of the Guest Personnel and their Dependents 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 that enjoyed by the nationals of the Receiving Party.
4. The activities of the Guest Personnel may be terminated if they violate the laws of the Receiving Party.
5. Guest Personnel shall obey the rules in the units, headquarters and institutions of the Receiving Party they are assigned to. The competent military authorities of the Receiving Party may give orders to the Guest Personnel under their command as required by the duty.
6. Guest Personnel shall be subject to the national legislation of the Sending Party for disciplinary penalties.
7. Subject to their national laws, Senior Personnel of the Sending Party may 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 and their Dependents shall not engage in any political activity or conduct any activities against the Receiving Party.

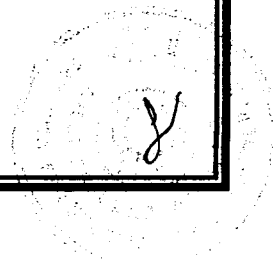


ARTICLE X COMPENSATION CLAIMS

Claims will be dealt with in accordance with Article VIII of the NATO SOFA, if applicable. When NATO SOFA is not applicable, the national legislation of the Receiving Party shall be applied to the compensation of claims during the implementation of this Agreement.

ARTICLE XI ADMINISTRATIVE MATTERS

1. The Guest Personnel and their Dependents shall not have any diplomatic immunities and privileges under this Agreement.
2. Unless otherwise agreed mutually by the Parties, the Receiving Party shall not assign Guest Personnel to the duties other than those specified in this Agreement or in subsequent agreements and arrangements.
3. The 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.
5. The Sending Party shall reserve its right to call back its personnel when it deems necessary. The Receiving Party may request the Sending Party to withdraw or replace its personnel without giving any reason. In this case, the Receiving Party shall send the Sending Party through the offices of military attaché only its written request regarding the replacement of the personnel. The Receiving Party shall take the necessary measures as soon as possible for the return of the related personnel.
6. Administrative matters which constitute exceptions shall be specified in 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 dies, it shall be reported to the Sending Party and Receiving Party authorities as soon as possible. Death certificate, autopsy or other necessary measures will be conducted by the Receiving Party. Upon request, representative of the Sending Party may also attend the autopsy. The Parties shall consult to arrange the transport of the deceased. All costs, including transportation, funerary costs, relating to the death of a member of the Sending Party will be paid by Sending Party.
9. The Guest Personnel and their Dependents shall avoid the actions that may harm the environment, shall pay utmost attention to the prevention of environmental pollution and shall comply with the regulations of the Receiving Party in this matter.



10. Training and education shall be given in accordance with the legislation of the Receiving Party. The Guest Personnel who are unable to attend training and education due to academic failure, lack of discipline, medical problems, etc. may 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.).

ARTICLE XII MEDICAL SERVICES

1. The Sending Party shall ensure that the Guest Personnel shall be in good health condition to perform any activity for the field of military cooperation under this Agreement to which they will be assigned by Sending Party. The Receiving Party may request a medical report showing that they are medically in good condition.

2. The Sending Party ensures that the costs of the health services and any health insurance for the Guest Personnel and their Dependents shall be covered by them or by the Sending Party.

ARTICLE XIII FINANCIAL MATTERS

1. As a general rule, the Sending Party shall be responsible for the salary, lodging, boarding, transportation and other financial rights of the Guest Personnel assigned to conduct the cooperation activities under this Agreement.

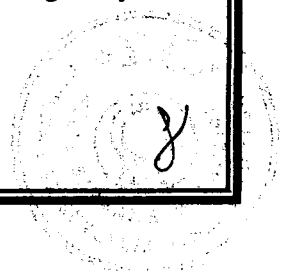
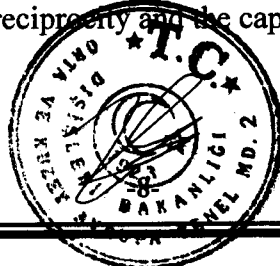
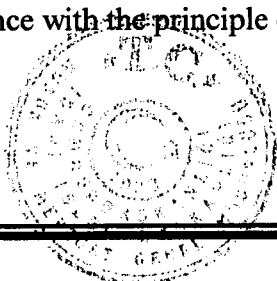
2. However, the Receiving Party based on its own regulations may decide to cover certain elements of the costs for the Guest Personnel assigned for training and education purposes, including but not limited to domestic and international transportation, training and education costs, lodging, boarding or salary.

3. The 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 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.

4. Unless otherwise agreed, training and education costs shall be calculated in U.S. Dollar and paid in local currency 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.

5. Subject to the provisions of the NATO SOFA or any other applicable international agreement, the Guest Personnel and their Dependents shall be subject to the tax law effective in the Receiving Party during their entry, stay and departure.

6. Transportation services that are necessary to conduct the mission in Receiving Party territory is to be determined as either free of charge or charging a fee by the Receiving Party in accordance with the principle of reciprocity and the capabilities of the Receiving Party.



**ARTICLE XIV
CUSTOMS AND PASSPORT PROCEDURES**

1. Subject to the provisions of the NATO SOFA or any other applicable international agreement, the Guest Personnel and their Dependents 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 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.

**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**

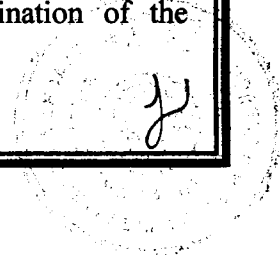
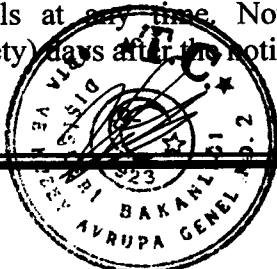
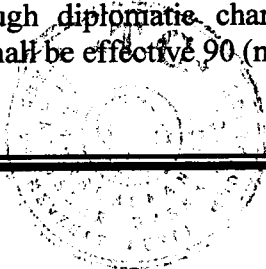
1. Any dispute arising from the implementation or interpretation of this Agreement shall be settled by consultations and negotiations between the Parties at the possible lowest level and shall not be referred to any national or international tribunal or to any third party for the settlement.
2. If the 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. The amendments shall enter into force in accordance with the same procedure as prescribed under Article XIX.

**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 5 (five) years.
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.
5. Upon entry into force of this Agreement, the "Agreement Between the Government of the Republic of Turkey and the Government of the Republic of Hungary Concerning Military Training and Defence Industrial Co-operation" signed on October 25, 1995 shall be terminated.

ARTICLE XIX
RATIFICATION AND ENTRY INTO FORCE

1. This Agreement shall enter into force 30 (thirty) days after 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.
2. This Agreement was done in Ankara, on 24.10.2022, in two original copies in Turkish, Hungarian and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

**ON BEHALF OF THE GOVERNMENT
OF THE REPUBLIC OF TÜRKİYE**

**ON BEHALF OF THE GOVERNMENT
OF HUNGARY**

SIGNATURE:

NAME

: Hulusi AKAR

TITLE

: Minister of National Defence

SIGNATURE :

NAME

: Szalay-Bobrovniczky Kristóf

TITLE

: Minister of Defence

