

AGREEMENT

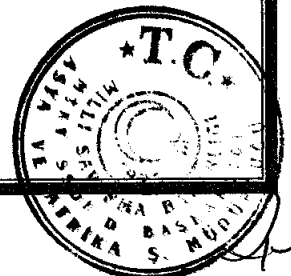
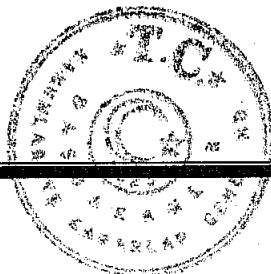
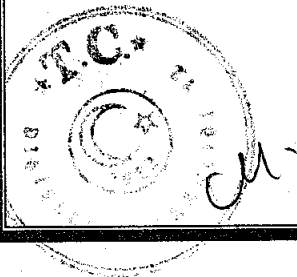
ON DEFENCE INDUSTRY COOPERATION

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF TURKEY

AND

THE GOVERNMENT OF THE REPUBLIC OF MALI



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

PREAMBLE

The Government of the Republic of Turkey and the Government of Republic of Mali (hereinafter referred to individually as "Party" and collectively as the "Parties");

Confirming their commitments to the goals and principles of the United Nations Charter,

Emphasizing that the friendship and cooperation relations, which shall be further developed and strengthened on the basis of principles of mutual benefit and equity 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 military equipment and weapons,

Adhering to the principles of reciprocity and mutual respect,

Have agreed on the following issues:

**ARTICLE I
PURPOSE**

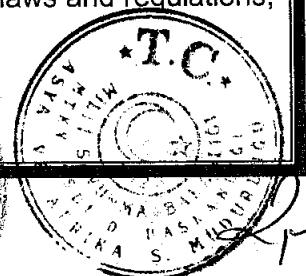
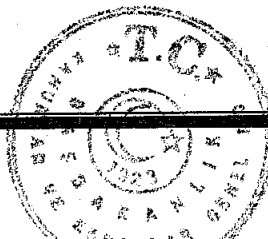
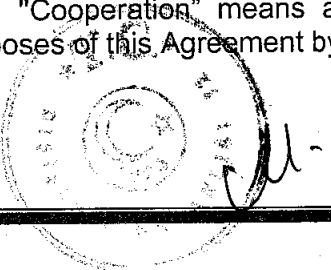
The purpose of this Agreement is to establish cooperation in the field of defence industry between the Parties by improving the defence industry capabilities of the Parties through more effective cooperation in the fields of development, production, procurement, maintenance of defence goods and services,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

**ARTICLE II
SCOPE**

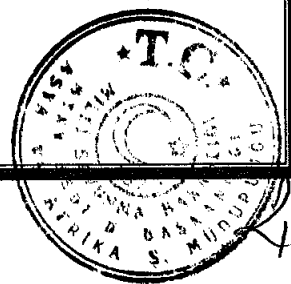
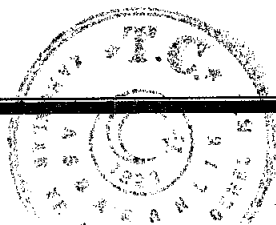
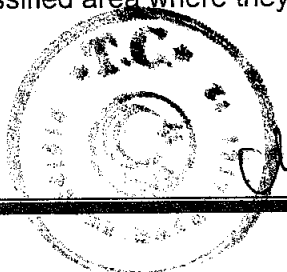
This Agreement covers basis and principles of bilateral cooperation activities in the field of defence industry between competent authorities and/or defence industry companies of the Parties.

**ARTICLE III
DEFINITIONS**

1. "Agreement" means Agreement on Defence Industry Cooperation between the Government of the Republic of Turkey and the Republic of Mali,
2. "Defence Industry Goods and Services" means the weapons and military equipment, together with the related logistic support, and the material and service required for research, development and production of these equipments,
3. "Cooperation" means activities undertaken based on the principle of reciprocity for the purposes of this Agreement by the Parties in accordance with their applicable laws and regulations,



4. "Official Duty" means the duty to be determined according to this Agreement or other agreements to be concluded on the basis of this Agreement,
5. "Sending Party" means the Party that sends personnel, material and equipment to the territory of the Receiving Party in line with the purposes of this Agreement,
6. "Receiving Party" means the Party receiving personnel, material and equipment sent by the Sending Party in its territory for implementation of this Agreement.
7. "Guest Personnel" means the military and/or civil officials of a Party sent to the territory of the other Party for the implementation of this Agreement,
8. "Dependants" means the spouse and children of Guest Personnel depending on him or her for support by the laws of the Sending Party,
9. "Joint Commission" means the Commission composed of the representatives who shall perform the duties regarding amendments to be made when necessary, implementation and assessment of provisions of this Agreement. These members, who are the representatives of the Ministry of National Defence of the Republic of Turkey and the Ministry of Defence and Former Combatants of the Republic of Mali, shall be represented equally.
10. "Third Party" means states, governments and international organizations or legal representatives of such countries, governments and international organizations that can be cooperated with, which are not a party of this Agreement.
11. "Quality Assurance" means all activities ensuring the convenience of defence products or services to the requirements of production, performance and usage committed to the procedures, standards, norms and relevant technical specifications agreed between the Parties.
12. "Originating Party" means the Party or international organisation under whose authority the Classified Information, Document or Material has been produced.
13. "Classified Information, Document and Material" means any information, document or material regardless of their form or type or method of transmission, which are marked with classification mark and which require due to national security interests and in accordance with national legislation protection against unauthorized access, use or destruction.
14. "Facility Security Certificate"; means the official license certifying that the protective measures projected is commensurate with the required security classification by considering the location of the facility, environmental conditions and the possible external and internal threats to be posed so as to ensure the physical security requirements for the Classified Information, Document and Material that are existing or to exist in the facility or the classified project which is carried out in a facility.
15. "Need-to-Know Principle"; means the one who has knowledge and has access to any subject matter or work at the level of his/her authority so as to know, review, accomplish or protect them just as required for his/her duty and responsibility.
16. "Personnel Security Certificate"; means the official license certifying that the person can be able to have access to the Classified Information, Document and Material or the classified project within the framework of Need-to-Know Principle or making it possible to give entrance permission to classified area where they are maintained or conducted.

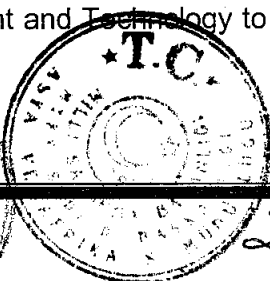
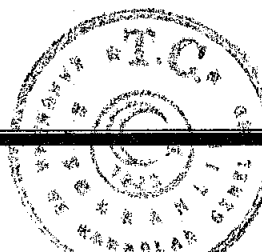
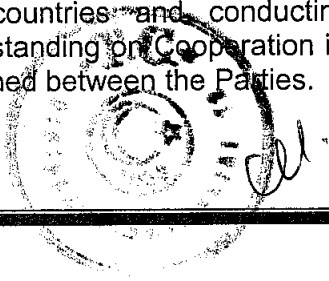


17. "Intellectual and Industrial Property Rights"; means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, classified information (including trade secrets and know-how), and circular layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in the countries of the Parties.

ARTICLE IV COOPERATION FIELDS

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

1. Assurance of the appropriate conditions for joint research, development, production and modernisation of spare parts, tools, defence materials, military systems, technical displays and technical equipment required by the Armed Forces of the Parties,
2. Implementation of the results of joint research, development and production projects in the field of the military equipment on the territories of the Parties,
3. Research, design, development and production in the field of defence industry goods and services,
4. Mutual assistance in the fields of production and procurement of defence industry products and services as well as the modernisation of tools and equipments of both Parties,
5. Encouraging the conclusion of agreements made between related authorities of the Parties with the aim of joint production and further development of weapons, military technical equipment and their parts,
6. Exchange of scientific and technical information, relevant documents and information on defence industry standards used by the Parties for Quality Assurance,
7. Sales of finished goods produced through joint projects to third parties by mutual agreement and taking into account the national sensitivities of the Parties and their obligations deriving from international regulations,
8. Cooperation in selling, purchasing or exchange, in line with related legal procedures of the Parties, of surplus defence industry products and services in the inventory of the Armed Forces of both countries with other products and services.
9. Facilitation of contacts, technical visits to research centres and personnel exchanges between the institutions and companies of defence industries of the Parties.
10. Acquisition of the military and defence equipment by the Parties manufactured or developed jointly in either Party's country.
11. Providing the conditions for joint programs of production, development, technology and modernisation related to the defence industry products of both Parties, and if agreed upon, the defence industry products of third Countries,
12. Implementation of joint research and development projects based on scientific resources in the field of defence industry for the purpose of producing equipments jointly or similarly required by both countries and conducting these activities within the scope of a Memorandum of Understanding on Cooperation in the field of Defence Research, Development and Technology to be signed between the Parties.



13. Facilitation the conclusion of agreements between the Parties on joint production and development for Third Parties,
14. Encouragement of conclusion of agreements made between the Parties on procurement and production of defence industry products within the framework of this Agreement,
15. Cooperation between military technical institutions, defence industry companies and maintenance and repair facilities, under the authorisation of Parties,
16. Mutual participation in the defence industry fairs and symposia organized by both countries,

ARTICLE V IMPLEMENTATION PRINCIPLES

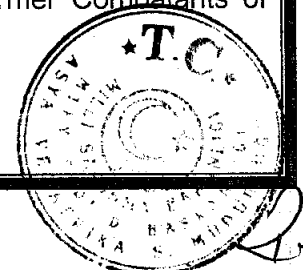
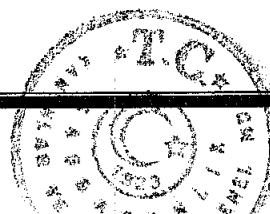
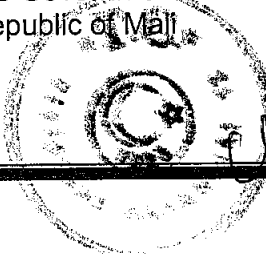
1. In principle, the Parties shall cooperate only in the fields related to their own defence industries. The inclusion of issues in cooperation that are within the interest of the Third Parties shall be possible on the basis of mutual agreement.
2. Cooperation shall be established based on the principle of reciprocity by considering the legal procedures, the requirements and interests of the Parties.
3. The activities regarding the Joint Commission Meeting shall be initiated upon the official invitation of the Receiving Party at least three months prior to the proposed date of the meeting.
4. The Parties shall assess and make their decisions upon mutual agreement, concerning the invitation of the third countries to participate in joint production projects.
5. Enforcement and details of the implementation concerning the cooperation fields shall be defined through the implementation protocols that shall be subject to the national legislation of both Parties.
6. In case of termination of any implementation protocol, the Parties shall accept to fulfil all obligations started before the notification of termination. Declaration of the termination of any implementation protocol shall be jointly concluded by the Parties and shall also include a list of fulfilled and unfulfilled obligations.
7. In making agreement and protocols in the context of this Agreement, the Parties shall take into consideration the provisions of this Agreement.
8. Neither Party shall transfer the material, technical information and documents to be donated, sold or co-produced as per this Agreement or agreements and protocols to be made in the context of this Agreement to a Third Party without prior written consent.

ARTICLE VI RESPONSIBLE AUTHORITIES

The authorities responsible for implementation of this Agreement;

For the Government of the Republic of Turkey : Ministry of National Defence of the Republic of Turkey

For the Government of the Republic of Mali : Ministry of Defence and Former Combatants of the Republic of Mali



ARTICLE VII JOINT COMMISSION

1. A Joint Commission (hereinafter referred as "Commission") where both Parties shall be represented on equal basis by the participation of representatives of the Ministry of National Defence of the Republic of Turkey and the Ministry of Defence and Former Combatants of the Republic of Mali shall be established in order to implement the provisions and reach the goals of this Agreement.

2. In the Commission, the Delegation of the Ministry of National Defence of the Republic of Turkey will be headed by the Deputy Undersecretary of Technology and Coordination and National Armament Director of the Ministry of National Defence, whereas the Delegation of the Ministry of Defence and Former Combatants of the Republic of Mali will be headed by Technical Adviser Responsible for Military Cooperation.

3. The points of contact which will be responsible for organizing and coordinating the activities of the Commission are;

- Defence Industry Foreign Relations Department, Ministry of National Defence of the Republic of Turkey,
- Office of Technical Adviser Responsible for Military Cooperation of the Republic of Mali.

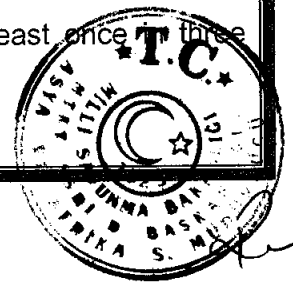
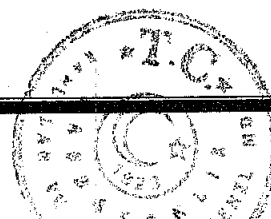
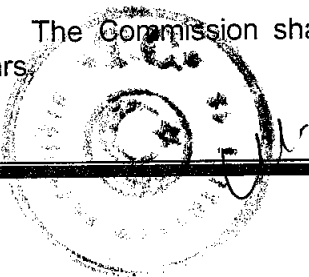
4. Number of the members of each Party in the Commission shall not exceed seven persons. If necessary, some expert personnel shall be co-opted in the Commission.

5. In accordance with this Agreement, the authorities and duties of the Commission shall be as follows:

- a. Determination and definition of concrete areas of cooperation in accordance with the Article IV of this Agreement,
- b. Selection of projects, which will be jointly realised, and identification of the most appropriate types and methods of cooperation concerning the implementation of joint projects,
- c. Exchange of information for the purpose of the realisation of cooperation proposal during the implementation of joint programs,
- d. Presentation of proposals, recommendations and opinions to respective authorities concerning the participation of the third countries in the joint projects,
- e. Ensuring the preparation and publication of necessary documents for realisation of the approved projects and decisions,
- f. To control the realisation of approved projects and decisions regularly,
- g. Assessment of implementation of this Agreement and if necessary negotiation of the proposals regarding the amendments to be made in the Agreement.

6. All the agenda items of the Commission shall be determined and coordinated at least 60 days prior to the Commission Meeting.

7. The Commission shall alternately meet on mutually agreed dates at least once in three years.



8. The Commission shall settle disputes, resulting from the interpretation and implementation of this Agreement, by negotiations in accordance with Article XVIII.

ARTICLE VIII PROTECTION OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

1. Regarding the rights and obligations of the Parties concerning intellectual and industrial property rights, production rights within their own countries, release of the production license, sales to the third countries and preservation of patents belonging to new products and inventions realised within the framework of joint projects shall be determined through the implementation agreements to be made for each joint 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. Within the scope of this Agreement, the concept of intellectual property shall be considered as it is defined in the Article II of the agreement which was signed on 14th of July, 1967, in Stockholm, and established Organisation for World Intellectual Property.

2. In these implementation agreements, besides the financial and legal obligations, the principles and procedures, concerning the type, place, time and terms of liquidation of mutual debts and credits, due to the expenses resulting from research, development, production, procurement, technical services, personnel support and infrastructure services, shall be specified in detail.

3. Release of the proper material or publication of the mutually exchanged information, related to the defence industry, between the Parties to a third party shall only be possible upon the written consent of the Originating Party. The Parties shall mutually agree on information, documents and explanations to be extended to the public and the press within the scope of cooperation in the field of defence industry.

4. The Parties shall respect the copyrights and other limitations concerning reproduction, duplication, utilization or distribution of all materials, products and information which are released by the other Party on the basis of this Agreement.

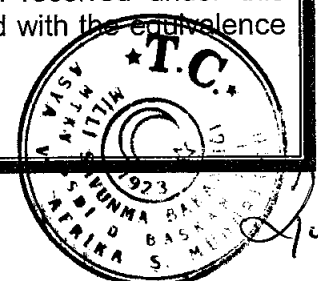
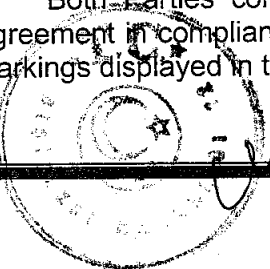
5. Commitments established in the Agreement regarding the protection of Intellectual and Industrial Property Rights shall continue to apply even after the termination of this Agreement.

ARTICLE IX PRESERVATION OF CLASSIFIED INFORMATION, DOCUMENT 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:

<u>TURKISH:</u>	<u>FRENCH:</u>	<u>ENGLISH:</u>
ÇOK GİZLİ	TRES SECRET	TOP SECRET
GİZLİ	SECRET	SECRET
ÖZEL	CONFIDENTIEL	CONFIDENTIAL
HİZMETE ÖZEL	RESTREINT	RESTRICTED
TASNİF DIŞI	NON CLASSIFIE	UNCLASSIFIED
(TİCARİ HASSAS)	(COMMERCIALEMENT SENSIBLE)	(COMMERCIALLY SENSITIVE)

2. Both Parties commit themselves to mark the Classified Information received under this Agreement in compliance with their national security classification levels and with the equivalence markings displayed in the table above.



3. The Parties shall take all the necessary measures for the protection of the Classified Information generated or transferred following the mutual cooperation in compliance with their 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.
4. The recipient Party will not transmit Classified Information to a third party without prior written authorization from the Originating Party.
5. Classified Information exchanged or generated within the scope of the mutual cooperation between the Parties shall only be given, disclosed to private firms or kept in the facilities of these firms that hold a Facility Security Certificate with the appropriate level issued by their competent security authority, within the scope of Need-to-Know Principle. Classified Information shall only be disclosed to individuals which were duly authorized and has Personnel Security Certificate with the appropriate level issued by their competent security authority, within the scope of Need-to-Know Principle.
6. The Classified Information exchanged and/or generated by mutual cooperation between the competent security authorities and/or organisations in its country of the Parties shall only be used in line with the purpose of its transfer under this Agreement.
7. Commitments 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.
8. Level of security classification given to classified information shall only be modified by Originating Party. Such decisions shall immediately be notified in writing by the Originating Party to the recipient Party which shall enforce them. Each Party undertakes not to change the classification level given to the Classified Information without the written consent from the Party originating the Classified Information.
9. 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, modified 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.
10. Classified Information, Document and Commercially Sensitive hardware and software will be transmitted between the Parties through government-to-government diplomatic channels or through other channels agreed by the competent security authorities of the Parties.
11. A project security instruction covering the measures to be taken for ensuring the security within the project shall be prepared as an annex to the contract to be signed for each project which the Classified Information is used at the "CONFIDENTIAL" and higher security classification level.
12. Transfer of Classified Information at "CONFIDENTIAL" or higher classification level shall be carried out according to the procedures and principles to be defined in the project security instruction to be prepared for each project.
13. Classified Information, Document and Material marked up to "CONFIDENTIAL" shall be destroyed in accordance with the national laws.
14. One Party, wishing to place a classified contract with an organisation of the other Party, or wishing to authorise one of its own organisations to place a classified contract in the territory of the other Party within a classified project shall obtain written confirmation in advance, through its competent security authority, from the competent security authority of the other Party that the proposed organisation holds a Facility Security Certificate of the relevant security classification level.

15. Documents which are UNCLASSIFIED in terms of quantity but are commercially sensitive or containing property rights shall be classified as "COMMERCIAL SENSITIVE".

16. In case of breach of the Classified Information or suspect of this or the disclosure of such information to an unauthorized person, the Party where the breach or disclosure occurs 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 outcome.

17. Visits requiring access to Classified Information or to areas where they are being kept or processed shall only be made within the frame of international visit procedures upon receiving the prior written authorisation from the competent security authority of the host country provided that the visitor has a Personnel Security Certificate at the appropriate classification level and has a Need-to-Know it.

18. The Facility Security Certificate and the Personnel Security Certificate granted by the competent security authority of each Party in accordance with their national laws and regulations shall be recognised by the competent security authority of other Party in the scope of those projects of mutual cooperation, following written confirmation from the competent security authority of the Party that granted those certificates.

ARTICLE X QUALITY ASSURANCE

If agreed by the Parties, the cooperation on the Quality Assurance shall be established with a separate agreement to be signed between the Parties. Until the enforcement of that agreement, the procedures and general principles shall be specified in the contracts to be made between the relevant organizations of the Parties as per their national legislations.

ARTICLE XI COMMITMENTS OF THE PARTIES ARISING FROM OTHER INTERNATIONAL AGREEMENTS

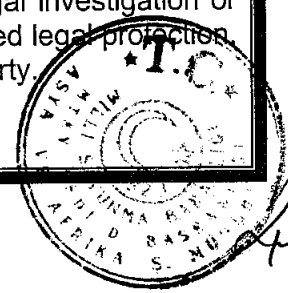
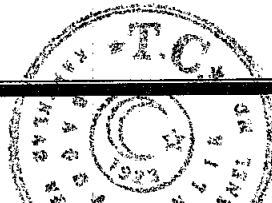
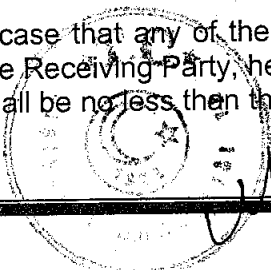
The provisions of this Agreement shall not affect the commitments of Parties arising from any other international agreements to which either country is a Party and shall not be used against the interests, security and territorial integrity of other States.

ARTICLE XII LEGAL ISSUES

1. Guest Personnel and their Dependants shall be subject to the existing laws and regulations of the Receiving Party during their presence in the territory of the Receiving Party including their entry, stay and departure; and they shall be under the jurisdiction of the Receiving Party. In cases where the jurisdiction of the Receiving State is applied and the verdict envisages a penalty, which does not exist in the legislation of the Sending State, a type of penalty, which exists in the legislation of both States or which is suitable for the Parties shall be applied.

2. In case that any of the Guest Personnel or their Dependants is detained or arrested, the Receiving Party shall promptly inform the Sending Party of this situation.

3. In case that any of the Guest Personnel or their Dependants faces a legal investigation or trial in the Receiving Party, he or she shall be entitled to all the 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 Personnel could be terminated by the Responsible Authorities defined in Article VI if they violate the law of the Receiving Party.

5. The Sending Party shall retain exclusive disciplinary jurisdiction over the Guest Personnel within the territory of the Receiving Party.

ARTICLE XIII ADMINISTRATIVE MATTERS

1. No mission shall be assigned to the Guest Personnel other than the ones specified in this Agreement or to be stated in the protocols, memoranda of understanding and technical agreements/arrangements to be signed in accordance with this Agreement.

2. The Sending Party's military personnel shall wear its own uniform in its place of duty.

3. The Receiving Party shall make effort to provide the equipment required for carrying out activities defined in this Agreement, where necessary.

ARTICLE XIV FINANCIAL MATTERS

1. The Sending Party shall be liable for the salary, lodging, catering, transportation, per diem and other financial rights of the Guest Personnel assigned for the implementation of cooperation activities under this Agreement.

2. The Receiving Party shall decide within the framework of its legislation whether the activities are organized free of charge or at current or reduced charges.

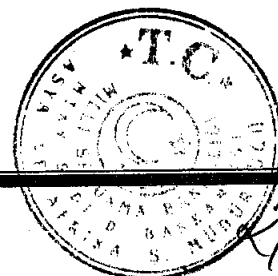
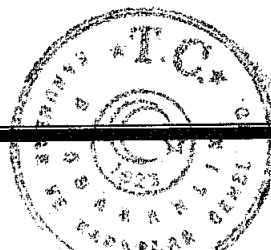
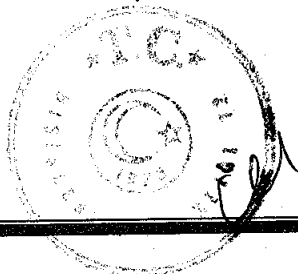
3. The Guest Personnel shall clear their own debts and those of their Dependants' when they leave the Receiving Party permanently. In case Guest Personnel have not paid those debts and/or in case of an emergency withdrawal, the debts of the Guest Personnel and those of their Dependants shall be paid by the Sending Party in Euro at the exchange rate used at the date of payment according to the invoice issued by the Receiving Party.

4. The Guest Personnel and their Dependants shall be subject to the tax laws prevailing in the Receiving Party during their entry, stay and departure.

ARTICLE XV MISCELLANEOUS MATTERS

1. The Sending Party reserves the right to recall its personnel when deemed necessary. The Receiving Party shall adopt all the measures for the return of the personnel as soon as the request is received.

2. In case a Guest Personnel or a Dependant dies, the Receiving Party shall inform the Sending Party, transport the body to the nearest international airport within its territory and adopt appropriate health protection measures until the delivery thereof.



**ARTICLE XVI
DAMAGE/LOSS AND INDEMNITIES**

1. Each Party shall compensate the other Party for a damage caused to the latter's property resulting from acts of the Guest Personnel, while performing their duties.
2. The laws of the Receiving Party shall be applied to settle the claims for compensation of losses or damages caused intentionally or by negligence to the persons and the properties of the Receiving Party and Guest Personnel and their Dependants.
3. Unless resulted from wilful conduct or gross negligence, Each Party shall waive all its claims against the other Party for injury or death suffered by any of its personnel while such personnel were engaged in the performance of their Official Duties.

**ARTICLE XVII
PASSPORT AND CUSTOMS PROCEDURES**

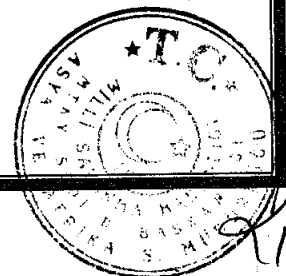
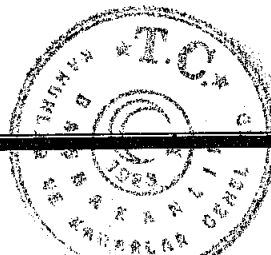
1. The Guest Personnel and their Dependants shall be subject to the rules applicable to foreigners within the territory of the Receiving Party's.
2. When entering and leaving the country, the Guest Personnel and their Dependants shall be subject to the customs and passport procedures foreseen in the Receiving Party's law. However, the Receiving Party shall facilitate administrative formalities in compliance with their legislation.

**ARTICLE XVIII
SETTLEMENT OF DISPUTES**

1. The Parties shall settle the disputes that are to arise due to interpretation or implementation of this Agreement, by holding meetings in the Commission established as per Article VII without bringing the dispute to an international court, arbitration board or to a third party for settlement. During the settlement process the Parties shall continue to fulfil their commitments.
2. In case the dispute cannot be settled in the Commission within 90 days following its assessment, it shall be handled at the level of the Undersecretary of the Ministry of National Defence of the Republic of Turkey and the Secretary-General of the Ministry of Defence and Former Combatants of the Republic of Mali. In that case, negotiations shall be initiated within 30 days following the notification of the issue to the relevant authorities, and if no solution can be reached within the subsequent 45 days, each Party shall be able to terminate this Agreement in accordance with paragraph 2 of Article XXI of this Agreement.

**ARTICLE XIX
AMENDMENT AND REVISION**

Either Party may propose, through diplomatic channels, amendments or revision of this Agreement if so required. Negotiations shall start within 30 days from receipt of a written proposal. If no result is reached within 90 days, each Party shall be able to terminate this Agreement in accordance with paragraph 2 of Article XXI of this Agreement. Agreed amendments shall enter into force in accordance with the procedure set forth in Article XX governing the entry into force of this Agreement. All amendments and revisions shall be done in writing.



**ARTICLE XX
RATIFICATION AND ENTRY INTO FORCE**

This Agreement 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 internal legal procedures required for the ratification and entry into force.

**ARTICLE XXI
DURATION AND TERMINATION**

1. This Agreement shall remain in force for a period of five years from the date of its entry into force. Unless either Party sends a written notice, through diplomatic channels, of termination to the other Party 90 days in advance of the expiry date, the Agreement shall be automatically extended for successive one-year terms.

2. If any agreement can not 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 prior written notification of 90 days through diplomatic channels. The termination will enter into force 90 days after the receipt of the notification by the other Party.

3. The provisions of termination shall not affect the implementation of any project, program or contract determined and initiated before the termination of this Agreement.

**ARTICLE XXII
TEXT AND SIGNATURE**

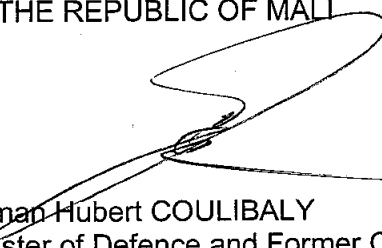
1. This Agreement is prepared in Turkish, French and English languages in two original copies, each text being equally authentic. In case of divergence of interpretation, the English text shall prevail.

2. This Agreement is signed on 03th of February 2015 in Ankara by the persons undersigned and duly authorized by their Governments.

ON BEHALF OF THE GOVERNMENT
OF THE REPUBLIC OF TURKEY


İsmet YILMAZ
Minister of National Defence

ON BEHALF OF THE GOVERNMENT
OF THE REPUBLIC OF MALI


Tiéman Hubert COULIBALY
Minister of Defence and Former Combatants

