

STRATEGIC PARTNERSHIP FRAMEWORK AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TÜRKİYE
AND
THE GOVERNMENT OF THE UNITED ARAB EMIRATES
ON
ENERGY AND NATURAL RESOURCES

The Government of the Republic of Türkiye and the Government of the United Arab Emirates (hereinafter referred to individually as a “Party” and collectively as the “Parties”),

Desiring to strengthen the friendly relations that exist between the respective countries and to promote expansion of bilateral cooperation between the Government of the Republic of Türkiye (hereinafter referred to as the “Turkish Party”) and the Government of the United Arab Emirates (hereinafter referred to as the “UAE Party”) based on the principles of equality, mutual benefit, and full respect of sovereignty,

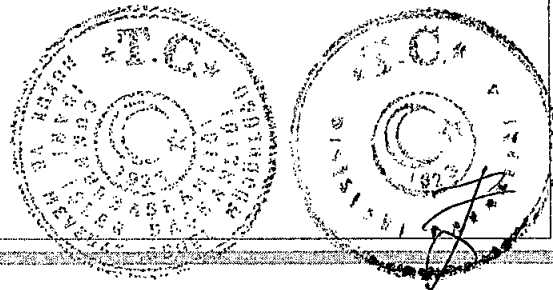
Noting that strengthening cooperation between the Parties in the fields of energy and natural resources will benefit the advancement of bilateral relations and cooperation,

Referring to the “Memorandum of Understanding between the Republic of Türkiye and the United Arab Emirates on Cooperation in the Field of Energy” signed in Ankara on 24 November 2021,

Recognizing that the Republic of Türkiye and the United Arab Emirates are members of the International Atomic Energy Agency and are parties to the Treaty on the Non-Proliferation of Nuclear Weapons of July 1, 1968, and

In order to establish a strategic partnership in the fields of energy and natural resources and therefore declaring their intention to increase mutual investment in the fields of energy and natural resources,

have agreed on the following:



ARTICLE 1

PURPOSE

The purposes of this Strategic Partnership Framework Agreement on Energy and Natural Resources (hereinafter referred to as the “**Agreement**”) are to establish a strategic partnership, increase mutual investment and develop cooperation in the fields of energy and natural resources in both countries and in third countries.

ARTICLE 2

AREAS OF COOPERATION

1. The Parties have agreed to develop and realize the following projects in the Republic of Türkiye (hereinafter referred to separately as the “**Project**” and collectively as the “**Projects**”) in accordance with Article 3 and subject to Article 4.4:

a) Renewable and Clean Energy

- Off-shore wind project(s) up to 2500 MW
- On-shore wind and solar project(s) with optimized battery storages up to 3000 MW
- Renewable and clean energy projects to produce green hydrogen and/or green ammonia up to 5000 MW
- Pumped storage hydro power plant project(s) up to 2000 MW

b) Grid and Transmission

- Battery storage project(s) up to 1000 MW
- Electricity interconnection projects in the third countries

c) Thermal Power Plants

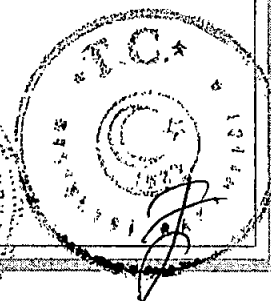
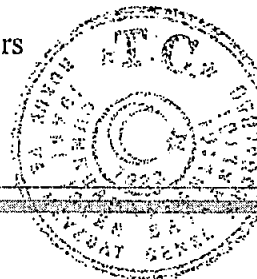
- Combined cycle gas turbine power plant project(s) up to 3000 MW, including the 1200 MW-1800 MW combined cycle power plant to be located in Ambarlı, Istanbul
- Clean and indigenous coal-fired power plant project(s) up to 3000 MW

d) Natural Resources and New Technologies

- Rare earth metals
- Other hydrogen
- Carbon capture utilization and storage

e) Energy Efficiency

- Waste heat and renewable heat utilization
- District heating and cooling
- Energy efficiency investment on end-use sectors
- Collaboration on ESCO projects



~~2. The Parties shall cooperate on the investment opportunities in the Republic of Türkiye~~

concerning the nuclear energy projects as follows:

- Nuclear power plant project(s) up to 6000 MWe
- Nuclear fuel manufacturing
- Advanced nuclear reactors
- Nuclear workforce and supply chain development.

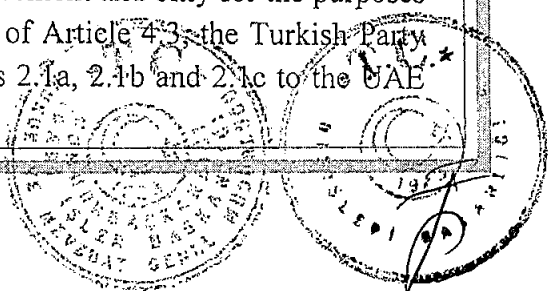
For this purpose, the Parties and/or their designated entities shall evaluate the realization of the nuclear energy projects listed in Article 2.2 through bilateral discussions and/or multilateral studies with the participation of third parties as soon as reasonably practicable after the date of entry into force of this Agreement.

3. The Parties shall cooperate on the investment opportunities in the Republic of Türkiye or in the third countries concerning the oil and gas projects as follows:

- Cooperation in upstream project(s) or cooperation in gas upstream project(s)
- Petrochemical opportunity(ies)
- Gas infrastructure asset(s)

ARTICLE 3 MAIN PRINCIPLES

1. Subject to the terms hereof, the Parties have agreed to develop, negotiate and implement the Projects in accordance with the main principles stipulated under this Article 3, unless otherwise agreed by a separate agreement concerning the relevant Project.
2. The UAE Party shall provide finance to its designated entity(ies) which will be responsible for the implementation of Projects listed in Article 2.1 as may be required for such entity(ies) to comply with their obligations under the relevant Project agreements.
3. The Parties have agreed that the Project agreements shall be on the terms sufficient for a reasonable rate of return and an opportunity to raise third-party funding.
4. The UAE Party shall consider the Projects related to nuclear energy and, if appropriate, may provide financing on such terms and conditions that it considers acceptable
5. The Parties acknowledge that the use of equipment manufactured in the Republic of Türkiye for the implementation of the Projects is a high priority for the Turkish Party. Details concerning utilization of local content shall be agreed in the Project agreement(s).
6. The Turkish Party shall address and allocate necessary site(s) for the Projects for a limited period to be determined under the respective Project agreement and only for the purposes of the implementation of such Project. For the purpose of Article 4.3, the Turkish Party shall notify viable site(s) for the Projects under Articles 2.1a, 2.1b and 2.1c to the UAE



~~Party within three (3) months from the date of entry into force of this Agreement and, for~~
a period of eighteen (18) months from the date of the site identification or such other period as may be agreed by the Parties, the Turkish Party and its competent authority shall not directly or indirectly negotiate or enter into an agreement for the development of any Project on the site(s) identified for such Project with any investor other than the UAE Party and its designated entities or permit the use of such site for any competing project. Prior to the end of the eighteen (18) month period or such other periods as agreed by the Parties, the Parties intend to enter into project agreement(s) for the implementation of one or more Projects.

7. For each Project under Articles 2.1a, 2.1b and 2.1c, as soon as reasonably practicable after the date of entry into force of this Agreement, the relevant competent authority(ies) and/or designated entity(ies) of the Parties shall establish a steering committee and sub-committees to oversee and manage activities relating to this Agreement.
8. The Turkish Party shall provide convenience and support in obtaining the permits, licenses and environmental impact assessment process for the implementation of the Projects, in accordance with applicable laws and regulations of Republic of Türkiye.
9. The Turkish Party shall allocate capacity in the national transmission system that is sufficient for the power Projects excluding electricity interconnection Project(s).

ARTICLE 4 PROJECT AGREEMENTS

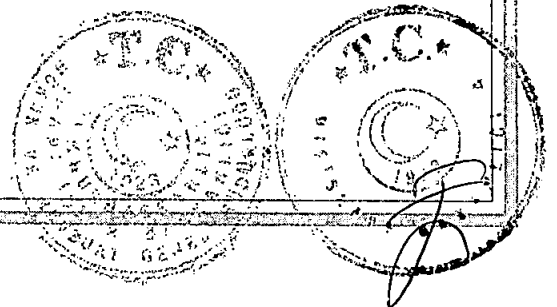
1. In accordance with and subject to the terms hereof, the Parties may enter into separate agreements concerning the investment opportunities or Projects, where such an agreement is necessary for the implementation of relevant investment opportunity or Project.
2. For the purposes of Article 4.1, the Turkish Party shall submit specific principles for each of the Projects to the UAE Party.
3. Based on the Project specific principles of the Turkish Party and site allocation in accordance with Article 3.6, for the Projects that the UAE Party or its relevant designated entity(ies) determine as feasible, the UAE Party and/or its relevant designated entity(ies) shall prepare a detailed proposal for the Project and submit its proposal for the consideration of the Turkish Party.
4. If the Turkish Party deems any proposal of the UAE Party or its designated entity(ies) appropriate, the Parties and/or their relevant designated entities shall negotiate the Project implementation terms and conditions and, where necessary, execute separate agreements for such Project on terms acceptable to the parties thereto.

ARTICLE 5
COMPETENT AUTHORITIES AND DESIGNATED ENTITIES

1. For the purpose of implementing this Agreement, the Parties designate the following competent authorities;
 - on the part of the Republic of Türkiye, the Ministry of Energy and Natural Resources of the Republic of Türkiye; and
 - on the part of the United Arab Emirates, the Ministry of Investment of the United Arab Emirates.
2. For the purpose of implementing the Projects, the Turkish Party designates the following designated entities:
 - Electricity Generation Corporation (EÜAŞ)
 - Turkish Electricity Transmission Corporation (TEİAŞ)
 - Petroleum Pipeline Corporation (BOTAŞ)
 - Turkish Petroleum Corporation (TPAO)
 - Turkish Energy, Nuclear and Mineral Research Agency (TENMAK),
 - Turkish Nuclear Energy Company (TÜNAŞ),
3. For the purpose of implementing the Projects, the UAE Party designates the following designated entities:
 - Abu Dhabi National Energy Company PJSC (TAQA)
 - Abu Dhabi Future Energy Company PJSC (Masdar)
 - Emirates Nuclear Energy Corporation (ENEC)
 - Abu Dhabi National Oil Company P.J.S.C. (ADNOC)
 - Any of the affiliates of Abu Dhabi Developmental Holding Company PJSC (ADQ)
4. In case of any changes or additions to the designated entities, the Parties shall notify each other through diplomatic channels.

ARTICLE 6
CONFIDENTIALITY

The Parties shall not disclose any information regarding the Projects other than to their relevant designated entities (and their respective affiliates) and shall use their best endeavours to keep such information confidential unless otherwise agreed by the Parties.

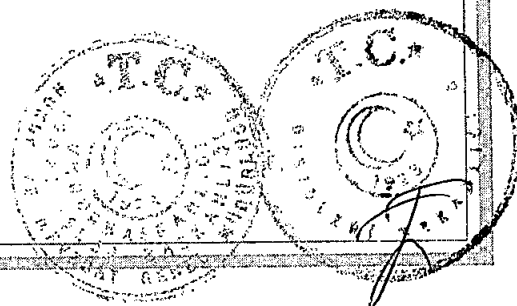


ARTICLE 7
DISPUTE SETTLEMENT

Any dispute between the Parties arising out of the interpretation, application or implementation of this Agreement shall be settled amicably through consultations and/or negotiations between the Parties.

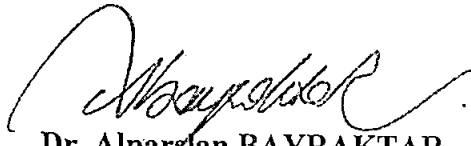
ARTICLE 8
ENTRY INTO FORCE, AMENDMENTS, DURATION AND TERMINATION

1. This Agreement shall enter into force on the date of the receipt of the last written notification by which the Parties inform each other, through diplomatic channels, of the completion of their internal legal procedures required for its entry into force.
2. This Agreement may be amended at any time by mutual written consent of the Parties. The amendments shall enter into force in accordance with the same legal procedure prescribed under the Article 8.1 of this Agreement.
3. This Agreement shall remain in force for a period of 10 (ten) years and shall be extended automatically for successive periods of 3 (three) years, unless one of the Parties notifies the other Party in writing through diplomatic channels of its intention to terminate this Agreement at least 3 (three) months prior to its expiration.
4. The Parties may terminate this Agreement at any time by mutual consent in writing. Alternatively, a Party that wishes to terminate this Agreement may terminate it by providing at least six (6) months advance notice in writing to the other Party.
5. The termination of this Agreement shall not affect the, activities and Project(s) already in progress or executed.
6. Nothing in this Agreement affects:
 - a) the rights or obligations of the Parties under any other international agreements to which the Parties are parties; or
 - b) the rights of the designated entities or their affiliates under the agreement between the Republic of Türkiye and the United Arab Emirates concerning the reciprocal promotion and protection of investments dated 28 September 2005 or the agreement between the Republic of Türkiye and the United Arab Emirates for the avoidance of double taxation with respect to taxes on income and capital dated 29 January 1993, or any other relevant treaty.



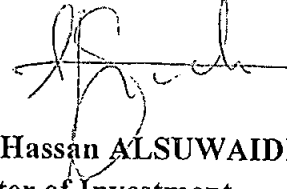
DONE, in duplicate, at Abu Dhabi on 19 July 2023 in the Turkish, Arabic and English languages, each version being equally authentic. In case of any divergence of interpretation of the provisions of the Agreement, the English text shall prevail.

**On Behalf of the Government of the
Republic of Türkiye**



**Dr. Alparslan BAYRAKTAR
Minister of Energy and Natural
Resources**

**On Behalf of the Government of the
United Arab Emirates**



**Mohamed Hassan ALSUWAIDI
Minister of Investment**

