# MILITARY TRAINING COOPERATION

# AGREEMENT

# BETWEEN

# THE GOVERNMENT OF THE REPUBLIC OF

# TÜRKİYE

# AND

# THE GOVERNMENT OF THE REPUBLIC OF

# UGANDA





#### MILITARY TRAINING COOPERATION AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TÜRKIYE AND THE GOVERNMENT OF THE REPUBLIC OF UGANDA

#### PREAMBLE

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

Emphasizing their desire to improve friendly relations existing between the Parties and cooperation in military training field,

Have agreed upon the following:

#### ARTICLE I

PURPOSE

This Agreement aims to establish mechanisms for cooperation between the Parties in military training field.

#### ARTICLE II

#### SCOPE

According to Article IV of this Agreement, the provisions set forth in this Agreement apply to those officers, NCOs, cadets, specialized sergeant, rank and file and civil personnel being members of Armed Forces of the other Party who are accepted to receive training or participate in the conduct of training and cooperation activities at military training institutions, units and facilities of one of the Parties as well as their dependents.

#### ARTICLE III

#### DEFINITIONS

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

1. Agreement: Means the present Military Training Cooperation Agreement concluded between the Parties.

2. Sending Party: Means the Party sending personnel, material and equipment to the Receiving Party for the implementation of this Agreement.

3. Receiving Party: Means the Party hosting the personnel, material and equipment of the Sending Party in its territory for the implementation of this Agreement.

4. **Competent Authority:** Means the competent authorities of the Parties for the implementation of this Agreement as follows:

a. For the Government of the Republic of Türkiye :

The Ministry of National De the Republic of Türkiye

b. For the Government of the Republic of Uganda :

Minister of Defence and Affairs of the Republic of Ug

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5. **Guest Personnel:** Means the personnel who are the members of Armed Force or the Manufry of Defence sent by either Party to the other Party for the implementation of this Agreement.

6. **Dependents:** Means the spouse and children of the Guest Person and CEhone they are responsible. for looking after in accordance with their respective national legislation.

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7. **Commander:** Means the person commanding the military headquarters, military base or military unit who is responsible for the activities of military personnel sent to be subordinate to him/her.

8. 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.

9. **Guest Student:** Means the student sent by the Sending Party to be assigned to the Sending Party's Armed Forces to receive training at the Receiving Party's military schools or other educational institutions determined by the Receiving Party.

10. Exchange: Means the activity to be mutually conducted in certain periods to be determined by agreement between the Parties.

11. Military Exchange Personnel: Means the personnel who stay in Türkiye or Uganda for the exchange activity within the scope of this Agreement.

12. Guide Officer: Means the personnel assigned by the Receiving Party in order to provide assistance to the Guest Personnel.

13. Classified Information and Material: Official information 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 documentary form, or in technological or device form including information subject to intellectual property rights.

14. Job Description: Means the document specifying the terms of reference of the Military Exchange Personnel and the qualifications that they must possess.

### ARTICLE IV

#### FIELDS OF COOPERATION

The Parties shall conduct training cooperation activities in the following fields:

1. Training, education and courses at military schools, training and education centers or other educational institutions determined by the Receiving Party,

2. On-the-job training at units, headquarters and institutions,

3. Mutual/unilateral exchange of Guest Personnel, Guest Student or training staff between training and educational institutions,

4. Mutual contact visits and exchange of knowledge and expertise for the improvement of training and education,

peacekneping and humanitarian aid operations,

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5. Participating in exercises/trainings and joint exercises as actual/observer,

6. The Educations at National Defence University and Military Mapping Schools,

7. Master's degree and PhD study in training institutions,

8. Exchange of Guest Personnel, advisors or units,

9. Military cooperation and contact visits between the Armed Forces,

10. Exchanges of delegations and personnel,

other than war

11. Military history, archives, publication and museology,

12. Cooperation in the field of training in logistical matters,

13. Cooperation in the field of military medicine and health services.

15. Exchange of personnel for professional development,

16. Assignment of personnel for language courses in native country,

17. Cooperation in the fields of cartography and hydrography,

18. Exchange of information and experience on military, scientific and technological research areas,

19. Social, sportive and cultural activities,

20. Training, exchange of information and contact visits regarding personnel planning, recruitment, training, employment and employee rights,

21. Cooperation in the field of training in military intelligence matters,

22. Cooperation between the Special Forces Commands in the field of training,

23. Training and exchange of information and experience on defence against mines and improvised explosive devices,

24. Cooperation in the field of training in Communications, Electronics, Information Systems, Electronic Warfare and Cyber Defence matters.

#### ARTICLE V

#### **COOPERATIVE PROCEDURES**

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

2. According to this Agreement, a request by the Sending Party for training shall be made to the Receiving Party at the latest in March of the year before the training or course start. Upon the receipt of the request, the Receiving Party shall review it considering its capabilities and inform the Sending Party of its reply.

3. In unplanned extraordinary cases, the Parties shall communicate their requests with a written official notification for short-term training and other courses particularly provided in this Agreement. The additional requests may be included in the planned requirements following the consultation between the Parties and to the extent that the existing capabilities permit.

4. It is a fundamental principle to provide training in the language of the Receiving Party. However, if requested by the Sending Party and if deemed appropriate by the Receiving Party, courses with duration of less than three months may be provided through interpreter. In case training is provided through interpreters, the Sending Party shall assign sufficient number of military interpreters along with the personnel to be sent for training purposes. The costs of the translation/interpreter for training purposes shall be met by the Sending Party.

5. The Sending Party shall inform the Receiving Party of the final decision on the participation in training, number of course-attendees, flight data and other information at least 45 (forty-five) days before training starts in order to enable the Receiving Party to make necessary arrangements. If the **T** event that the notifications are not made in due time, the Receiving Party shall have the defit to postpone the course/training request to a later date or completely cancel it.

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6. Cooperation shall be made on the basis of respect for legal arrangements of both according to the principles of reciprocity and mutual interests.

#### ARTICLE VI

### TRAINING CONDITIONS

1. Training of the Guest Personnel and Guest Students 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 related with national security, restrictions may be imposed in this respect.

2. The Receiving Party shall determine which of the necessary equipment and material it will provide for the Guest Personnel and Guest Students during the training term and which of them will be returned to the Receiving Party when training ends.

3. The personnel to be sent for training and educational purposes shall be selected by the Sending Party according to the criteria determined by the Competent Authority of the Receiving Party. Those personnel who do not satisfy the criteria determined by the Receiving Party shall not be accepted for training and education.

4. Matters regarding the type of examination and training shall be established by the Receiving Party.

5. For the conduct of training and education, if deemed necessary by the Parties, protocols may be concluded based on this Agreement for training which is more than 1 (one) month-duration and/or involves risk of life. These protocols may cover the following matters or other matters deemed necessary:

a. Subject of training,

b. Place of training,

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c. Language, duration and conditions of training,

d. Rights and duties of the military personnel during the period of training,

e. Beginning and end of training as well as number of the course-attendees,

f. Desired qualifications of the personnel who will be provided with training,

g. Method of ensuring the security of the military personnel during the whole period of training,

h. Method of insurance of military persons,

i. Method of compensation for damage and loss,

j. Conditions and procedures of payment for training,

k. Method of reimbursement of health, medical treatment and dental care services other than emergency medical examinations, first aid and dental care services,

1. Arrangements related with board and lodging as well as transportation,

6. The Receiving Party shall take necessary measures regarding the accommodation and security of Guest Personnel and their Dependents and to ensure that they benefit from other facilities.

7. The personnel, who are sent to attend the training program/courses, have completed, specified course program, succeeded in the examinations organized according to course consistent and successfully written their thesis/projects shall be awarded a certificate showing that they are completed the appropriate specialization or training program (academic degree). The equivalence the diploma (document, certificate) is subject to the approval of the Higher Education Institutions the Sending Party under the national legislation.

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#### ARTICLE VII

#### GENERAL MATTERS, OBLIGATIONS AND CONDITIONS REGARDING THE EXCHANGE OF PERSONNEL

The Parties shall fulfill the following obligations regarding the exchange of the personnel in case of their agreement on various occasions;

1. Long term assignment of the qualified personnel shall be conducted for the purposes of language learning, exchange of information and experience and/or creation of common culture and understanding on the basis of reciprocity and mutual interest.

2. The number of personnel to be assigned, their qualifications, subject-matters of exchange or changes/cancellations regarding the ongoing exchange activities shall be determined by agreement through official meetings and/or high level visits to be conducted between both nations. The Military Exchange Personnel shall be assigned to the positions required by their qualification and specialization following the written approval of the Sending Party. Unless otherwise agreed by the Parties,

a. The native language teachers shall serve in National Defence University and the Servicesubordinate schools (language schools and branch schools),

b. Academic personnel shall serve in National Defence University,

c. Personnel specialized in military matters shall serve in the related branch schools,

d. Unit commanders (Battalion commander/deputy battalion commander, platoon/company leader, platoon/company NCO and/or their deputies and equivalent posts in other units) shall serve in military schools or other units to be agreed.

e. Staff officers shall serve at Service headquarters or allowed major headquarters or in the units to be agreed.

3. The assignment of the Military Exchange Personnel within this scope shall be made at least for six-month periods. However, the length and tour of duty may be changed upon agreement and written approval of both Parties according to the nature of the exchange, if required.

4. The Parties may terminate the related exchange program or change the subject-matter and length of the exchange program if they agree that the personnel exchange program is no longer required or does not serve mutual interests of both Parties.

5. At the end of the termination of assignment of the exchange personnel or if it is obvious that the exchange personnel cannot fulfil the expected duties due to the lack of the 'specified qualifications, their indiscipline, lack of theoretical knowledge or for medical or physiological reasons, the parties may replace the exchange personnel with another staff member who meet the conditions of this Agreement.

6. Sending Party shall select the personnel it will assign within the scope of the exchange program according to the criteria specified below:

a. They shall have training, education and expert experience required to perform the the assigned position.

Assigned Personnel shall be the staff employed in military positions of the Sending

c. They shall be able to act in compliance with national policies, national values, citit way of life of the Receiving Party.

d. Military Exchange Personnel shall have the security clearance required by the Receiving Party in order to perform their duty.

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7. Sending Party shall have the right to independently select and assign the personnel who meet the above-mentioned criteria. In case the assigned Military Exchange Personnel are removed from duty due to the reasons such as not having the specified qualifications, indiscipline, lack of theoretical knowledge, lack of ability, medical or physiological reasons or who leave duty at their own will or it become obvious that they are not able to perform the duties expected from them for certain reasons, Sending Party shall withdraw its Military Exchange Personnel without requesting any justification and assign another personnel. In this case, Receiving Party shall inform the Sending Party through offices of military attachés of its written request solely regarding the replacement of the Military Exchange Personnel.

8. For ensuring the completion of necessary preparations, Sending Party shall send the Receiving Party an approved document/letter certifying the rank, employee registration number, name, date of birth, biography (including data on academic career) and blood type of the Military Exchange Personnel as well as data on the fact that they meet the preconditions and hold the desired qualifications 1 (one) month before the exchange program starts.

9. Military Exchange Personnel shall not be given any command and control responsibility. Military Exchange Personnel shall only be employed in duties regarding the related activity/training. Military Exchange Personnel shall not make any curriculum preparation, measurement and assessment, but may offer their opinion about the course-attendees and submit proposals for improvement of the curriculum, if any.

10. Relations between the Military Exchange Personnel and military personnel of the Receiving Party shall be maintained according to military custom. The Military Exchange Personnel shall ask the advice of the Guide Officer on the curriculum, administrative activities or other matters, if required.

11. Military Exchange Personnel may bring the official books, periodicals and multimedia devices issued by their own government/command, for which they serve, regarding the activities to be conducted. These publications shall be distributed by the Guide Officer within the unit performing duty.

12. Military Exchange Personnel shall not discuss those matters, which may constitute a crime or lead to legal results, with the course-attendees/cadet personnel during the courses, training and other fora.

13. Military Exchange Personnel shall comply with daily and weekly working hours applied. However, they shall be counted as on leave during the national and religious days of their country with the written approval of related authority.

14. Military Exchange Personnel shall wear the uniform of their own armed forces in the units and agencies of the Receiving Party and those clothes that the Receiving Party offers to them during training and work activities and civilian clothes during other activities.

15. Military Exchange Personnel shall have the right to bring also their Dependents with them provided that they meet all costs at their own expense under the legislation of the Receiving Party.

16. Military Exchange Personnel shall be in no condition assigned to the duties that require them to act as independent commander or duties for which they will be subject to the responsibilities which may be given only to an officer or employee of governments of the Republic of Türkiye / Republic of Uganda pursuant to the laws or regulations.

17. Military Exchange Personnel shall not be assigned to any military operations or maneuvers including peace protection. However, participation in the exercises in the status of an observer may be allowed (For the exercises to be held in Türkiye, the participation of an observer shall be according to the national/foreigner observer plan of related exercise).

18. Unless otherwise agreed by the Parties, Military Exchange Derson-estate state reside within the garrison where the unit/agency, in which they serve, is located.

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# 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 all information, documents, and 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 scope they shall take the same measures as the ones necessary for the protection of their own classified information of the same level. The security classification levels shall be as follows: Top-secret, secret, restricted, confidential and unclassified.

3. The classified information and material shall not be disclosed to or shared with (or transferred to) a third party without a 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 notwithstanding the termination of this Agreement.

6. The Parties shall ensure effective protection of the rights for intellectual property transferred or created under this Agreement in accordance with their respective national legislation and international treaties to which they are a party. In the context of this Agreement, intellectual property is understood to have the meaning given in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967.

7. A separate security agreement on the transfer, usage and protection of the classified information and materials exchanged within the scope of this Agreement may be signed, if deemed necessary, under the responsibility of the bodies authorized for each of the cooperation areas specified in ARTICLE IV.

8. The information obtained during the implementation of the provisions of this Agreement shall not be used by either Party against the interests of the other Party or any third Party.

9. The Parties shall ensure that access to the classified information and materials is given according to need-to-know basis and by the personnel having appropriate security certificate/clearance.

10. In the event that the information exchanged in terms of implementing this Agreement is unexpectedly disclosed, the Party discovering the fact shall inform the other Party of the situation.

#### ARTICLE IX

#### 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 X

#### SPECIAL MATTERS

1. The Guest Personnel and their Dependents as well as Guest Students are obliged not to be involved in any armed conflict with a third nation during their training and stay in the territory of the Receiving Party or participate in the activities to the prejudice of the interests and internal security of the Receiving Party. The Guest Personnel and their Dependents as well as Guest Students shall not perform any activity other than those specified in this Agreement during their stay in the Receiving Party.

2. The educational status of the Guest Personnel and Guest Students who are unable to attend training and/or education due to failure in courses, lack of discipline, medical problems, etc. shall be determined by the decision of the related training command, school or military college commands and the dean's offices of the faculties. Their removal from school and termination of their training and education shall be applied after the approval of the Competent Authorities.

3. The Sending Party reserves its right to recall the Guest Personnel and their Dependents as well as Guest Students in the Receiving Party's territory at any time without giving any reason, if it deems necessary. The Receiving Party shall offer facilities required for the return of these personnel to their country as soon as possible.

4. In extraordinary circumstances such as war, armed conflict, social uprising or international crisis, the Receiving Party may request the Sending Party to recall its personnel. The Sending Party shall immediately meet this request.

5. Guest Personnel and Guest Students must liquidate their personal and Dependents' debts when ultimately leaving the Receiving Party's territory for whatever reason. The Sending Party shall take necessary measures for those personal debts of the Guest Personnel and Guest Students that they did not liquidate.

#### ARTICLE XI

#### LEGAL MATTERS

1. Military Exchange Personnel, Guest Personnel, their Dependents and Guest Student shall be subject to the national laws and jurisdiction of the Receiving Party during their presence in the territory of the Receiving Party including their entry into, stay in and exit from that territory. In cases where the jurisdiction of the Receiving Party is applied and the verdict itself envisages a penalty which does not exist in the legislation of the Sending Party, a type of penalty which exists in the legislation of both States or which is suitable for both Parties shall be applied.

2. In the event that any of the Military Exchange Personnel, Guest Personnel, their Dependents or Guest Student are detained or arrested, the Receiving Party shall promptly inform the Sending Party of the situation.

3. In the event that any of the Military Exchange Personnel, Guest Personnel, their Dependents or Guest Student faces a legal investigation or trial in the Receiving Party, he or she shall be entitled to all generally accepted legal protection which shall be no less than the one enjoyed by the nationals of the Receiving Party.

4. The activities of the Military Exchange Personnel, Guest Student and Guest Personnel may be terminated if they violate the laws of the Receiving Party.

5. Guest Students shall be subject to the national legislations of the Receiving Party for disciplinary penalties and Military Exchange Personnel and Guest Personnel to the national legislations of the Sending Party. However, the competent military authorities of the Receiving Party may give orders to Military Exchange Personnel and Guest Personnel under their communid as required by the duty.



6. Senior Personnel of the Sending Party shall be authorized to apply disciplinary measures on Sending Party personnel in accordance with the provisions of their respective military service laws and disciplinary laws.

## 7. Disciplinary Procedures:

a. Guest Personnel, Military Exchange Personnel and Guest Students shall comply with the disciplinary rules applied in the troops, headquarters and agencies where they are deployed.

b. The competent military authorities of the Parties may set up a commission in order to determine terms related to the disciplinary process, decide the disciplinary actions and implementation principles and solve the disputes in order to be applied only in unit training. The decisions of the commission shall be recorded in the protocol and accepted as binding for the Parties. Disciplinary actions shall be taken by the Senior Personnel of the Sending Party according to the terms and procedures of the related country upon the proposal of the superior of the troop, headquarters and agency where the Guest Personnel receives training.

c. Military Exchange Personnel shall be under the command and control of their national chain of command. However, this may not be construed or used in a way that prevents the Military Exchange Personnel from performing the duties, specified in this Agreement and job description, in a proper manner.

d. The superiors of the Military Exchange Personnel of the Sending Party shall order them to obey the legal orders given by the Receiving Party regarding functional terms of reference of the Military Exchange Personnel. The superiors of the Receiving Party shall order the personnel of the Receiving Party to obey the orders given by the Military Exchange Personnel, provided that they are related to the duty. There shall be no command relationship between the Military Exchange Personnel who are assigned as unit commander shall be authorized to give direction only to the personnel under their command regarding the performance of duties specified in the job description.

e. Military Exchange Personnel, who commit a crime under disciplinary laws of the governments of the Sending Party or Receiving Party, may be recalled by the Sending Party from the Exchange Program with a view to taking administrative or disciplinary action. However, no disciplinary action shall be taken by the Receiving Party against the Military Exchange Personnel shall not have direct disciplinary power over the personnel of the Receiving Party and the Parties shall cooperate in taking administrative or disciplinary action against the Military Exchange Personnel. Unless otherwise agreed by the Parties, Military Exchange Personnel shall exercise their disciplinary power over their subordinates as follows:

(1) They shall submit their written request for taking disciplinary action to their nexthigher superior according to the chain of command of the agency/unit, where they serve.

(2) The competent superior of the Receiving Party shall handle this request in shortest time and inform in writing the related person of the outcome.

#### **ARTICLE XII**

#### FINANCIAL MATTERS

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

2. If requested by the Sending Party, the Receiving Party shall decide and inform in advance the Sending Party whether the following needs of the Guest Personnel and Guest Students assigned for training and education purposes shall be met and the related terms for meeting these requirements;



a. For Guest Personnel:

(1) Monthly salary (terms and amounts shall be determined by the Receiving Party considering the ranks of the course-participant officers and NCOs. Armed forces civilian persons shall be considered as NCOs.),

(2) Training and Education Costs (in return for payment, at a discount or free of charge),

(3) Dress (based on the allocations granted to the equivalent officers and NCOs of the Receiving Party that will only be worn by the course-participant Guest Personnel in the training-educational institutions),

(4) Shift pay for doctors receiving speciality training.

b. For the Guest Students:

(1) Boarding,

(2) Lodging (in the guesthouse or facility to be determined by the Receiving Party),

(3) Daily allowance (terms and amounts shall be determined by the Receiving Party),

(4) Training and Education Costs (in return for payment, at a discount or free of charge),

(5) Dress (according to the allocations determined for the equivalent Students of the Receiving Party),

(6) Wages paid to 6th class students of the Medical Faculty during the internship training.

3. Turkish language courses to be provided in Türkiye (including language preparatory classes for academic education) and language courses to be provided in Uganda shall be free of charge. Training requiring high costs (such as flight training, physiological training, diver training, free escape tower training etc.) shall be provided at full price.

4. The Guest Student and Guest Personnel shall clear their own debts and those of their Dependents' when they leave the Receiving Party permanently. In case of an emergency withdrawal, the debts of the Guest Personnel and their Dependents as well as Guest Students shall be paid by the Sending Party according to the invoice to be issued by the Receiving Party.

5. Training and education costs shall be paid in U.S. Dollar by the Sending Party to the bank account determined by the competent authority of the Receiving Party within 90 (ninety) days following the receipt of the invoice at the end of every training and education period (the costs of one-month or shorter training shall be paid in cash).

6. The Guest Personnel and their Dependents as well as Guest Students shall be subject to the tax law prevailing in the Receiving Party during their entry, stay and departure.

7. Matters related to the Military Exchange Personnel:

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All financial and employee rights of the Military Exchange Personnel and their Dependents shall be met by the Sending Party. The Sending Party shall meet all costs and expenditures of the Military Exchange Personnel in accordance with its national legislation, including but not limited to those state below;

The salary, all allowances and allotments of the Military Exchange Personnel,

**Transportation costs of the Military Exchange Personnel related to their duty including** their travel to the Receiving Party,

c. Military Exchange Personnel shall meet their personal expenditures at their own expense. The Receiving Party shall have no financial responsibilities the Military Exchange Personnel.



## ARTICLE XIII

#### **COMPENSATION CLAIMS**

1. The national legislation of the Receiving Party shall be applied to the compensation claims of the third party during the implementation of this Agreement.

2. The Parties shall not claim compensation from each other for the injury or death of their personnel or for the damages/losses inflicted on individuals, goods and environment in the course of the performance of the activities under this Agreement unless there is such damage or loss resulted from gross negligence or intentional misconduct.

3. The Parties shall jointly determine whether or not such a situation has arisen out of gross negligence or intentional misconduct.

#### ARTICLE XIV

#### ADMINISTRATIVE MATTERS

1. Status of the Military Exchange Personnel, Guest Personnel and Guest Students:

a. The Sending Party shall inform their personnel and students of the status, rights, responsibilities, duties, scope of training to be provided, terms of board and lodging and financial matters within the framework of this Agreement before training.

b. Military Exchange Personnel, Guest Personnel and their Dependents as well as Guest Students shall not have any diplomatic privileges and immunities.

c. Unless otherwise agreed by the Parties, the Receiving Party shall not assign the Military Exchange Personnel, Guest Personnel and Guest Students duties other than those specified in this Agreement or agreements and other arrangements to be concluded based on this Agreement.

d. Military Exchange Personnel, Guest Personnel and their Dependents as well as Guest Students, who are allowed to stay in the territory of the Receiving Party, shall not perform any political activity or any activity against the Receiving Party.

e. The Receiving Party shall give the Military Exchange Personnel, Guest Personnel and their Dependents (only spouses and children whose ages are higher than 12) as well as Guest Students a special identity card according to their status for the courses/training having a duration more than 1 (one) month.

2. Dress:

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 needed for the performance of an activity during the duty. However, Guest Students must wear the military uniform provided by the Receiving Party. These Guest Students may attach military symbols provided by the Sending Party in order to be recognized.

3. Leave:

a. The holidays, leave and other absence of the Guest Personnel and Guest Students shall be regulated in accordance with the requirements of the training plan and rules valid for the personnel of the Receiving Party in the same position. In the event that the Guest Personnel and Guest Students stay in the Receiving Party in times apart from the training/educational term, their all expenses shall be borne by the Sending Party.

b. The Guest Personnel and Guest Students may be absent from training for a period of time specified in the regulation of the related training institution upon the approval of the sick leave report by the hospital of the Receiving Party. In the event that the related person is not able to resume his/her training at the end of the sick leave, his/her activity the training at the end of the sick leave, his/her activity the training and hospital of the consent of the Receiving Party.

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c. The leave except for holidays to be taken outside the territory of the Receiving Party shall be given by the competent authority of the Receiving Party in accordance with the agreement between the competent authorities of both Parties.

d. Guest Personnel and Guest Students shall be subject to working hours and the related guidelines applied in the Receiving Party.

e. Guest Personnel may attend the activities to be organized by their office of military attaché/embassy on national day(s). They may be counted as on leave in these days.

4. Death:

a. In case of the death of any Guest Personnel or any Dependent or any Guest Students, the Receiving Party shall immediately inform the competent authority of the Sending Party of the situation.

b. Upon the request of the Sending Party, the Receiving Party is obliged to provide every support for the transport of the deceased to the nearest international airport, seaport or border gate in the territory of the Receiving Party and bear the expenses in this respect. Afterwards the responsibility for the transport of the deceased shall lie with the Sending Party.

5. The Receiving Party shall provide the Military Exchange Personnel, Guest Personnel and Dependents as well as Guest Students with accommodation and security and take necessary measures in order them to benefit from other facilities which shall be determined by the Parties on the basis of reciprocity.

6. The Sending Party shall have the right to call back its personnel when it deems necessary. The Receiving Party shall take the necessary measures as soon as possible to ensure the return of the relevant personnel when it receives such a request from the Sending Party.

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. The Guest Personnel and their Dependents and Guest Students shall avoid the actions that may harm the environment, pay utmost attention to the prevention of environmental pollution and shall comply with the regulations of the Receiving Party in this matter.

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

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

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

### ARTICLE XV HEALTH SERVICES

1. The Guest Personnel, Military Exchange Personnel and the Guest Students shall be in good health condition to perform any activity under this Agreement. The Receiving Party may request a medical report certifying that they are medically in good contracts a very series of the seri



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

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

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

## ARTICLE XVI

## CUSTOMS AND PASSPORT PROCEDURES

1. Guest Personnel, Military Exchange Personnel and their Dependents as well as Guest Students shall be subject to legal arrangements of the Receiving Party regarding the travel of foreigners within the country and Receiving Party's customs procedures applied during entry into and exit from the country.

2. However, the Receiving Party shall provide those with administrative support available under its legislation.

#### - ARTICLE XVII

#### 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 possibly 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 days from the date of the dispute, the Parties shall begin negotiations within 30 days. If no solution is achieved within the following 60 days, the Parties may terminate this Agreement in accordance with the procedure specified in ARTICLE XX.

### ARTICLE XVIII

#### AMENDMENT AND REVIEW

Either Party may propose amendment or review of the present Agreement through diplomatic channels, if deemed necessary. Negotiations shall start within 30 days from the date of the receipt of the written proposal. If no result is obtained within 60 days, the Parties may terminate this Agreement in accordance with the procedure specified in ARTICLE XX. Agreed written amendments or revisions shall enter into force in accordance with the procedures set forth in ARTICLE XIX governing the entry into force of this Agreement.

### ARTICLE XIX

#### **RATIFICATION AND ENTRY INTO FORCE**

This Agreement shall enter into force at the date of receipt of the last written notification through diplomatic channels by which the Parties inform each other the completion of the internal legal procedures necessary to that effect.



#### ARTICLE XX

#### **DURATION AND TERMINATION**

1. This Agreement shall remain in force for a period of five (5) years from the date of entry into force.

2. Unless one of the Parties notifies the other in writing through diplomatic channels of its intention to terminate it, this Agreement shall be extended automatically for successive periods of one year.

3. Either Party may notify its intention to terminate the Agreement to the other Party in writing through diplomatic channels at any time. Notifications on termination of the Agreement shall be effective 90 days after the notification is made.

4. The termination of this Agreement shall not affect the ongoing programs and activities.

#### ARTICLE XXI

#### TEXT AND SIGNATURE

This Agreement was done in Ankara on ...13.09.2022 and in Kampala on ...5.02.22 two original copies in Turkish 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 THE REPUBLIC OF UGANDA

SIGNATURE	2	SIGNATURE	Dette Bogur	Some .
NAME	YUNUS EMPE KARAOSMANOGL		BARNGOTTA GLA	DSETTIE
TITLE	: Deputy Minister o National Defence	f TITLE	PERCHANENT JER MINTSTAN OF D AND VEEPON	RETHY
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