

MEMORANDUM OF UNDERSTANDING

BETWEEN

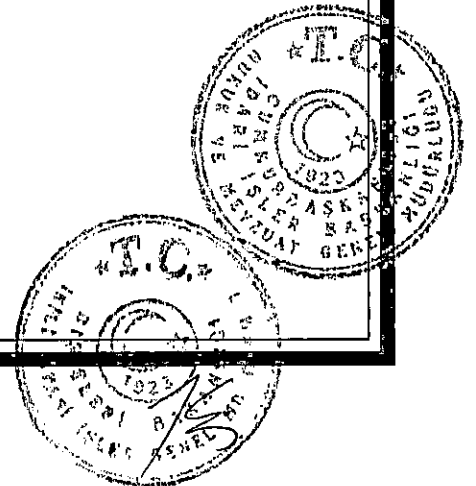
**THE MINISTRY OF NATIONAL DEFENCE OF
THE REPUBLIC OF TÜRKİYE**

AND

**THE MINISTRY OF DEFENCE OF
THE REPUBLIC OF IRAQ**

ON

MILITARY TRAINING COOPERATION



**MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF
NATIONAL DEFENCE OF THE REPUBLIC OF TÜRKİYE AND THE
MINISTRY OF DEFENCE OF THE REPUBLIC OF IRAQ ON MILITARY
TRAINING COOPERATION**

PREAMBLE

The Ministry of National Defence of the Republic of Türkiye and the Ministry of Defence of the Republic of Iraq (hereinafter referred to as the "Party" or the "Parties");

Based on the "Memorandum of Understanding Between the General Staff of the Republic of Türkiye and the Ministry of Defence of the Republic of Iraq on Training, Technical and Scientific Cooperation in the Military Field", signed between the Parties on June 09, 2009,

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

Have agreed on the following:

ARTICLE I

PURPOSE

This Memorandum of Understanding aims to establish mechanisms for cooperation between the Parties in the field of military training.

ARTICLE II

SCOPE

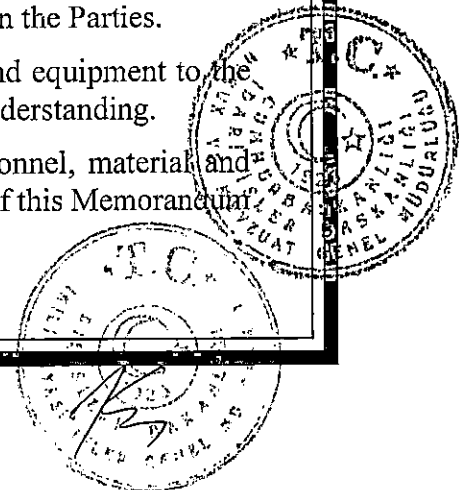
Pursuant to Article IV of this Memorandum of Understanding, the provisions set forth in this Memorandum of Understanding shall apply to those officers, NCOs, cadets, specialized sergeants and civilian personnel being members of the Armed Forces of the other Party who are accepted to receive training or participate in the performance of training cooperation activities at military training institutions, units and military facilities of one of the Parties as well as their dependents.

ARTICLE III

DEFINITIONS

The terms used in this Memorandum of Understanding shall have the following meanings:

1. **Memorandum of Understanding:** means the present Memorandum of Understanding on Military Training Cooperation concluded between the Parties.
2. **Sending Party:** means the Party sending personnel, material and equipment to the Receiving Party for the implementation of this Memorandum of Understanding.
3. **Receiving Party:** means the Party in whose territory the personnel, material and equipment of the Sending Party are present for the implementation of this Memorandum of Understanding.



4. **Competent Authority:** means the following competent authorities of the Parties for the implementation of this Memorandum of Understanding:

a. For the Republic of Türkiye: The Ministry of National Defence of the Republic of Türkiye

b. For the Republic of Iraq: The Ministry of Defence of the Republic of Iraq

5. **Guest Personnel:** means the military or civilian personnel sent by any of the Parties to the other Party for the implementation of this Memorandum of Understanding.

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

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

8. **Senior Personnel:** means the most senior person among the Guest Personnel who is authorized to supervise the activities of the military/civilian group sent within the scope of this Memorandum of Understanding and appointed in accordance with the national legislation of the Sending Party.

9. **Guest Cadet:** means the cadet sent by the Sending Party to the Receiving Party's military schools or other training and education institutions/centers to be determined by the Receiving Party in order to be assigned to the Sending Party's Armed Forces.

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 Iraq for the exchange activity within the scope of this Memorandum of Understanding.

12. **Guide Officer:** means the personnel assigned by the Receiving Party in order to assist the Guest Personnel.

13. **Classified Information and Material:** means the official information and material that require protection within the scope of national security. For this reason, they are governed by a national security classification. This information may be in oral, visual, magnetic or documentary form or in technological or device form containing information within the scope of 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.

15. **Academic/Teacher:** means the military personnel appointed to academic and teacher posts or military/civilian academics, instructors and teachers who are permanently or temporarily assigned.

16. **Donation:** means the donation or free transfer of a material or service in accordance with the national legislation of both Parties.

17. **Service:** means the provision of training, technical information, support, development, maintenance, repair, recovery, disposal, port and counselling support as well as land, marine and aerial vehicles, tools, weapons, buildings and terrains which are made available provided that their ownership is retained and in accordance with the regulations and laws of both Parties in order for a task to be performed under this Memorandum of Understanding.

18. **Logistic Support:** means the donation, exchange, sale, allocation, hiring of the goods included in the inventory of the Parties and those services agreed upon by the Parties and free/paid provision of the transport services for the above-mentioned goods, technology transfer and granting licence.

19. **Logistic Cooperation:** means the activities to be conducted by the Parties in the field of logistics based on the equality, reciprocity and mutual interests of the Parties.

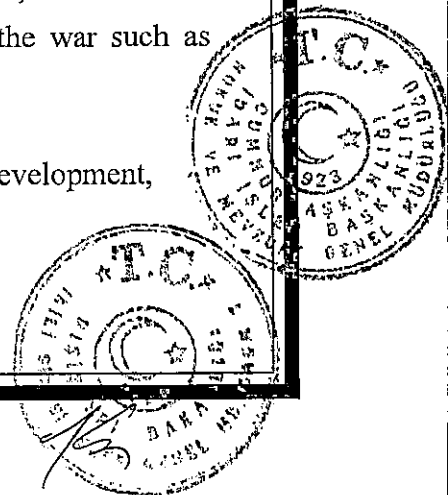
20. **Supplies:** means every kind of vehicle, tool, machine, equipment, raw material, weapon, ammunition, main item, chemicals, spare part, clothes, food, fuel, fuel oil, medicament (medical consumables, medical grade main materials and medical training auxiliary items), equipment and training materials that are required for the equipment, maintenance and repair, sustenance and training activities of the Armed Forces of the Parties.

ARTICLE IV

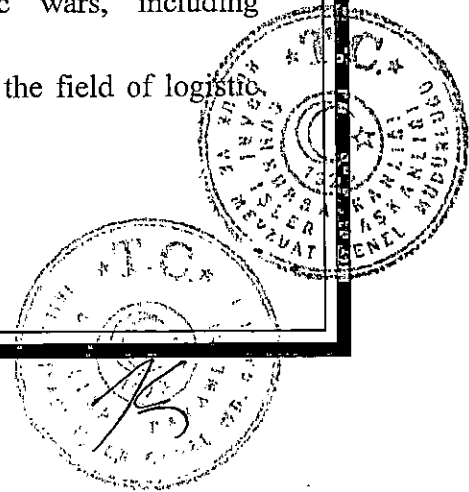
FIELDS OF COOPERATION

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

1. Training, education and courses provided at military schools, training and education centers or other educational institutions to be determined by the Receiving Party,
2. On-the-job training at units, headquarters or institutions,
3. Mutual/unilateral exchange of the Guest Personnel, Guest Cadet or academic/teacher between the training and educational institutions,
4. Mutual contact visits and information exchange for the improvement of training and education,
5. Participation in the exercises/joint exercises/training/contest/competition and such activities with the meetings to be held in the event of a need actively or in an observer capacity,
6. Training provided at the National Defence University and military mapping schools,
7. Master's degree and PhD study in training and education institutions,
8. Exchange of Guest Personnel, advisors and units,
9. Military cooperation and contact visits between the Armed Forces,
10. Exchanges of delegations,
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,
14. Cooperation in the field of operational training apart from the war such as peacekeeping, humanitarian aid,
15. Cooperation in the field of electronic warfare,
16. Exchange of personnel for personal training and professional development,
17. Assignment of personnel for in situ language courses,
18. Cooperation in the fields of mapping and hydrography,



19. Exchange of information and experience on military, scientific and technological research areas,
20. Social, sports and cultural activities,
21. Training, exchange of information and contact visits regarding personnel planning, recruitment, training, employment and employee rights,
22. Cooperation in the field of training in military intelligence matters,
23. Cooperation between the special force commands and commando units in the field of training,
24. Cooperation in the field of training in military legal systems,
25. Cooperation, training and exchange of experience/information related to counter-IED, disposal of explosives and mine activities,
26. Training cooperation in the field of communications, electronics, information systems, electronic warfare, defence and cybersecurity,
27. Port visits and approaches within the capabilities of both nations and within the scope of reciprocity principle in accordance with the laws of the nations,
28. Training cooperation in the field of unmanned aerial vehicles,
29. Training cooperation in infantry and other branches,
30. Training cooperation in the fields of weapon, vehicle and equipment,
31. Training cooperation in the field of air and army aviation forces,
32. Training cooperation in the field of naval forces,
33. Cooperation in the field of training on the use of command and control systems (simulation),
34. Cooperation in the field of training simulations and teaching aids,
35. Cooperation in the field of training for all types of the army and according to the priorities determined by the Sending Party,
36. Cooperation in the field of defence planning and capacity building,
37. Training cooperation in the field of Press and Public Relations,
38. Training cooperation in the field of Codification Systems,
39. Cooperation in the development and preparation of educational and training cadres,
40. Cooperation in the development of a system for non-commissioned officers,
41. Training and cooperation in the field of disaster (natural and humanitarian) management,
42. Cooperation in the field of civil and asymmetric wars, including counterterrorism,
43. Training cooperation in logistics, training cooperation in the field of logistic support and logistic systems.

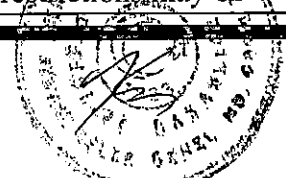
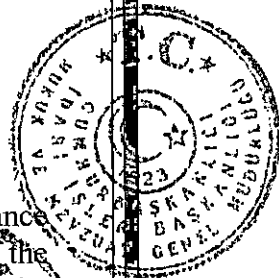


ARTICLE V
COOPERATION PROCEDURES

1. Training and education shall be provided in accordance with the conditions that the Receiving Party's legislation stipulates.
2. Under this Memorandum of Understanding, any request made by the Sending Party for training shall be notified to the Receiving Party at the latest in March of the year before the training or course starts. Upon the receipt of the request, the Receiving Party shall examine this request considering its capabilities and inform the Sending Party of its reply.
3. In unforeseeable exceptional cases, the Parties shall communicate their requests for short-term training and other courses particularly stipulated in this Memorandum of Understanding with written official notifications. The additional requests in this respect 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, training with a duration of less than three months may be provided through interpreter. In the event that training is provided through interpreter, the costs of the translation/interpreter for training purposes shall be covered 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. In the event that the notifications are not made in due time, the Receiving Party shall have the right to postpone the course/training request to a later date or completely cancel it.
6. Cooperation shall be made within the framework of respect for legal arrangements of both Parties on the basis reciprocity and mutual interests.
7. Activities to be conducted within the framework of logistic cooperation or logistic support shall be carried out in accordance with the restrictions on transfer to third parties, which arise from the agreements in effect that the Parties have signed with other nations.
8. The materials, supplies, technical information and documents that the Parties will deliver to each other in the form of donation or in return for payment pursuant to this Memorandum of Understanding, other agreements, protocols and arrangements or that are jointly produced may not be transferred to a third party without prior mutual agreement.
9. In the fields of cooperation within the framework of this Memorandum of Understanding; donation, exchange, sale, allocation, hiring of the goods and services in the inventory of the Parties and paid/free of charge transportation services of these materials, their technological transfer and granting licenses could be realized.

ARTICLE VI
TRAINING CONDITIONS

1. Training of the Guest Personnel and Guest Cadet shall be provided in accordance with the programs of the military institutions or units where training is provided. If the course subjects cover those matters related to the national security, restrictions may be imposed.



2. In accordance with the regulations and laws of both Parties, the Receiving Party shall determine which necessary equipment and material it will provide for the Guest Personnel and Guest Cadet during the training term and which of them will be returned to the Receiving Party at the end of training.

3. The personnel to be sent for training and education 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. The type of examination and training-related matters shall be established by the Receiving Party.

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

- a. Subject of training,
- b. Place of training,
- c. Language, duration and conditions of training,
- d. Rights and duties of the military personnel during the training period,
- e. Beginning and end of training as well as number of the course-attendees,
- f. Qualifications sought in 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. Procedures and principles of payment for training and education and securing their amounts,
- k. Arrangements related to board and lodging as well as transportation,

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

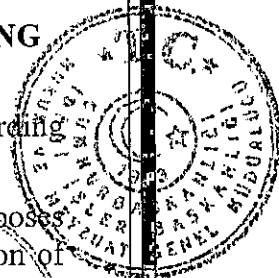
7. The personnel, who are sent to attend the training program/courses, complete the specified course program, succeed in the examinations organized according to the course conditions and successfully write their thesis/projects shall be awarded a certificate showing that they have completed the appropriate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

ARTICLE VII

GENERAL MATTERS, OBLIGATIONS AND CONDITIONS REGARDING THE EXCHANGE OF PERSONNEL

The Parties shall fulfill the following obligations in case of their agreement regarding the exchange of personnel 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 the exchange or changes/cancellations regarding the ongoing exchange activities shall be determined by agreement after consultation during the official meetings and/or high level visits to be conducted between both nations. The Receiving Party shall assign the Military Exchange Personnel to the posts required by their qualification and specialization following the written approval of the Sending Party. Unless otherwise mutually agreed by the Parties;

a. Language teachers who are native speaker shall serve in the National Defence University (Foreign Language Higher Education School, etc.) and the schools subordinate to Service Commands (branch schools training),

b. Academic personnel shall serve in the 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 as well as their 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 the allowed major headquarters or in the units to be agreed.

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

4. The Parties may terminate the related exchange program or change the subject-matter and duration 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. The Sending Party shall select the personnel it will assign within the scope of the exchange program according to the criteria specified as follows:

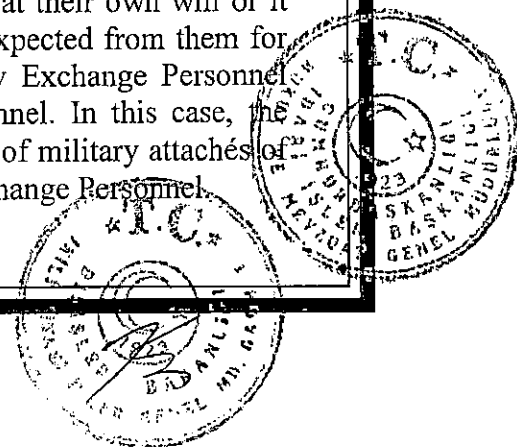
a. They shall have training, education and expert experience required to perform the duties of the assigned position.

b. The assigned Personnel shall be the staff employed in military posts of the Sending Party.

c. They shall be able to act in compliance with national policies, national values, culture and 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 duties.

6. The 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 the exchange program 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 becomes obvious that they are not able to perform the duties expected from them for certain reasons, the Sending Party shall withdraw its Military Exchange Personnel without requesting any justification and assign another personnel. In this case, the Receiving Party shall inform the Sending Party through offices of military attachés of its written request solely for the replacement of the Military Exchange Personnel.



7. For ensuring the completion of necessary preparations, the Sending Party shall send the Receiving Party 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 an approved document/letter certifying the fact that they meet the preconditions and have the desired qualifications 1 (one) month before the exchange program starts.

8. 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 evaluation, but may offer their opinion about the course-attendees and submit proposals for improvement of the curriculum, if any.

9. 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.

10. 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.

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

12. 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 their competent authority.

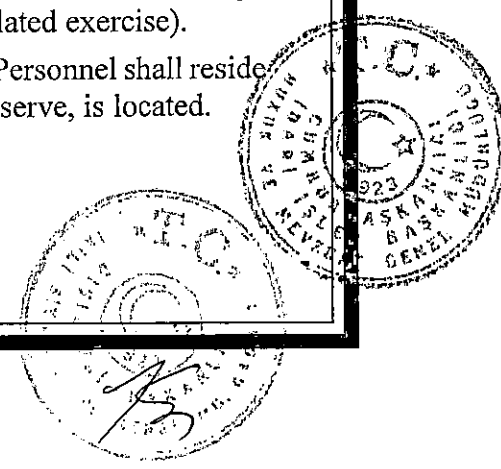
13. Military Exchange Personnel shall wear the uniform of their own armed forces in the units and agencies of the Receiving Party and those clothes that the Receiving Party offers to them during the training and work activities and civilian clothes during other activities.

14. 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.

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

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

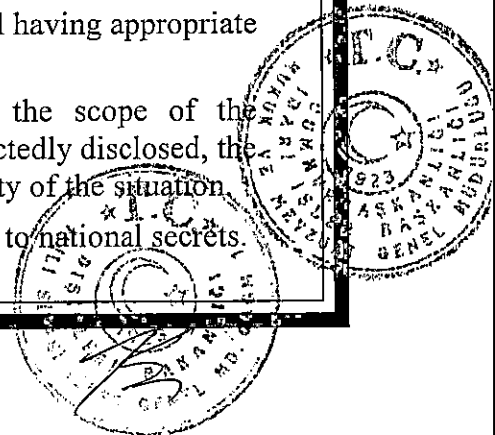
17. Unless otherwise agreed by the Parties, Military Exchange Personnel shall reside within the garrison province where the unit/agency, in which they serve, is located.



ARTICLE VIII

SECURITY OF THE CLASSIFIED INFORMATION AND MATERIAL

1. All classified information, documents, physical and intellectual property rights and the military material provided or generated under this Memorandum of Understanding shall be exchanged, used and kept 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, materials and data on the equipment to be exchanged within the scope of the implementation of this Memorandum of Understanding or performance of the joint activities. In this context, they shall take the same measures as the ones necessary for the protection of their own classified information of the same classification level. The security classification levels shall be as follows: Top-secret, secret and restricted.
3. The classified information and material shall not be disclosed to or shared with (or transferred to) a third party without prior written consent of the Party providing this information and materials.
4. The classified information and material shall be exchanged only 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 of the classification level of the exchanged classified information and material and prevention of their declassification even if this Memorandum of Understanding terminates.
6. The Parties shall ensure effective protection of the intellectual property rights created or transferred under this Memorandum of Understanding in accordance with their respective national legislation and international treaties to which they are a party. In the context of this Memorandum of Understanding, the intellectual property is understood as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization signed in Stockholm on July 14, 1967.
7. If necessary, in accordance with the national legislation of both Parties, a separate security agreement may be signed between the Parties on the transfer, use and protection of the classified information and materials exchanged within the scope of this Memorandum of Understanding under the responsibility of the authorities authorized for each of the cooperation areas specified in Article IV.
8. The information obtained during the implementation of the provisions of this Memorandum of Understanding shall not be used by either Party against the interests of the other Party or third parties.
9. The Parties shall ensure that the access to the classified information and material is allowed according to need-to-know principle and by the personnel having appropriate security clearance.
10. In the event that the information exchanged within the scope of the implementation of this Memorandum of Understanding is unexpectedly disclosed, the Party discovering this fact shall immediately inform the other Party of the situation.
11. The Parties may impose restrictions on the matters related to national secrets.



ARTICLE IX
COMMITMENTS OF THE PARTIES ARISING FROM OTHER
INTERNATIONAL AGREEMENTS

The provisions of this Memorandum of Understanding shall not affect the rights and commitments of the Parties arising from other international agreements and may 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 Cadets shall be 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 not to 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 Cadets shall not perform any activity other than those specified in this Memorandum of Understanding during their stay in the Receiving Party.
2. The status of the Guest Personnel and Guest Cadets who are unable to attend training and education due to failure in courses, indiscipline, medical problems, etc. shall be determined by the decision of the related command, school or institute administration and the dean's offices of the faculties providing training. Their removal from the school and termination of their training and education shall be applied following 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 Cadets in the Receiving Party 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.

ARTICLE XI
LEGAL MATTERS

1. Guest Personnel and their Dependents as well as Guest Cadets shall be subject to the national legislation 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 content of the verdict entails a penalty, which is not contained in the legislation of the Sending Party, a type of penalty, which is contained in the legislation of both Parties shall be applied.
2. In the event that any of Guest Personnel, their Dependents or Guest Cadets is detained or arrested, the Receiving Party shall immediately inform the Sending Party of the situation.

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

4. The activities of the Guest Cadets and Guest Personnel may be terminated if they violate the legislation of the Receiving Party.

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

6. Disciplinary Procedures:

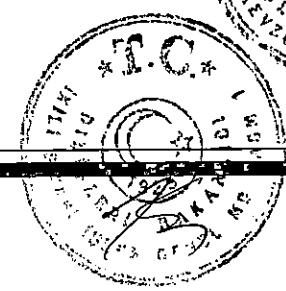
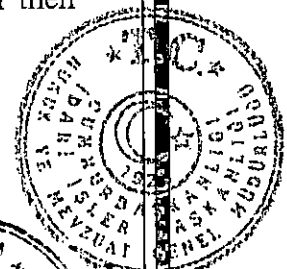
a. Guest Personnel, Military Exchange Personnel and Guest Cadets shall comply with the disciplinary rules applied in the troops, headquarters and agencies where they are deployed.

b. Guest Cadets shall be subject to the legislation of the Receiving Party with regard to disciplinary actions, while the Guest Personnel shall be subject to the legislation of the Sending Party in this respect. The Sending Party shall preserve its exclusive disciplinary power over the Guest Personnel in the territory of the Receiving Party. However, the competent military authorities of the Receiving Party may give orders to the Guest Personnel under their command as may be required by the duty.

c. The competent military authorities of the Parties may set up a commission in order to determine the terms related to the disciplinary procedures, decide the disciplinary actions and implementation principles and settle the disputes in order to be applied only in unit training. The decisions of the commission shall be recorded 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 unit, headquarters and agency where the Guest Personnel receive training.

d. 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 Memorandum of Understanding and job description, in a proper manner.

e. 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 and Receiving Party's personnel. However, only the Military Exchange Personnel who are assigned as unit commander shall be authorized to give orders only to the personnel under their command regarding the performance of duties specified in the job description.



f. Military Exchange Personnel who commit undisciplined acts 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. 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 his/her next higher superior in the chain of command of the agency/unit where they serve.

(2) The competent superior of the Receiving Party shall meet this request as soon as possible and inform the related person of the results in writing.

ARTICLE XII

FINANCIAL MATTERS

1. The Sending Party shall be responsible for the employee rights, salary and financial commitments (salary/allowance, lodging, boarding, transportation and other financial rights) of the Guest Personnel, Military Exchange Personnel and Guest Cadets assigned to perform the cooperation activities under this Memorandum of Understanding.

2. However, if requested by the Sending Party, the Receiving Party shall decide whether or not the following needs of the Guest Personnel and Guest Cadets assigned for training and education purposes shall be met and also decide on the terms necessary for meeting these needs;

a. For Guest Personnel:

(1) Monthly salary (Terms and procedures shall be determined by the Receiving Party),

(2) Exercise, training, maneuvers, and education costs (In return for payment, reduced price or free of charge),

(3) Dress (Terms shall be determined by the Receiving Party),

(4) Shift pay for doctors receiving specialty training,

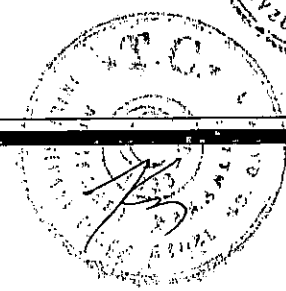
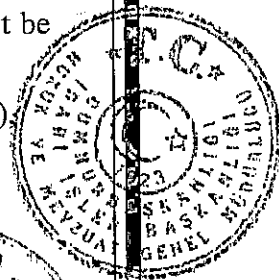
(5) Inland and abroad transportation (Terms and procedures shall be determined by the Receiving Party),

(6) - Board,

- Board and lodging of the Guest Personnel paid monthly salary, (shall not be met by the Receiving Party),

(7) Lodging (the accommodation place determined by the Receiving Party)

(8) Other logistic needs.



b. For the Guest Cadets:

- (1) Board,
- (2) Lodging (in a guesthouse or facility to be determined by the Receiving Party),
- (3) Daily allowance (terms and amount is determined by the Receiving Party),
- (4) Training and education costs (In return for payment, reduced price or free of charge),
- (5) Dress (Terms shall be determined by the Receiving Party),
- (6) Wages (In the amounts and under the terms to be determined by the Receiving Party) paid to the 6th class students of the Medical Faculty during their internship training (in the event that the said wages are paid, no allowance is provided),
- (7) Domestic and foreign transportation (Terms and procedures shall be determined by the Receiving Party).

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

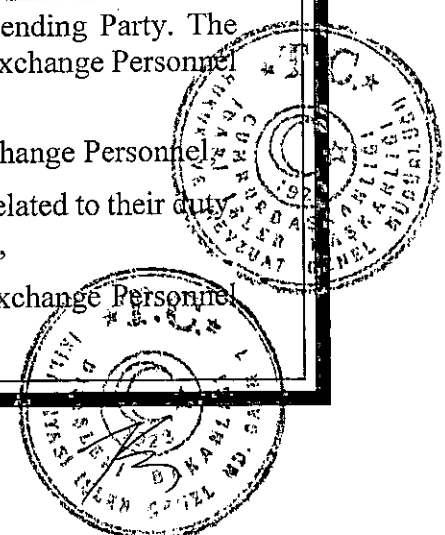
4. The Guest Cadet and Guest Personnel shall clear their own debts and those of their Dependents when they ultimately leave the Receiving Party. In case of an emergency withdrawal, the debts of the Guest Personnel and their Dependents as well as Guest Cadets shall be paid by the Sending Party according to the document to be issued by the Receiving Party that shows the amount of the incurred expenditure and has been approved by the related authority. The Sending Party shall take necessary measures for the Guest Personnel and Guest Students' personal debts that they have not liquidated.

5. In accordance with the national legislation, the secured amount of the 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 30 (thirty) days following the receipt of the document, showing the amount of the incurred expenditure which has been approved by the related authority, at the end of every training and education period (the costs of training with a one-month and shorter duration shall be paid in advance). If the transfer cannot be made in US dollars, the payment shall be made over a convertible currency to be decided by the Receiving Party.

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

7. All financial and employee rights of the Military Exchange Personnel as well as all costs and expenditures related to their duty shall be met by the Sending Party. The Sending Party shall meet all costs and expenditures of the Military Exchange Personnel related to their duty including but not limited to those stated below:

- a. The salary, all allowances and allotments of the Military Exchange Personnel
- b. All transportation costs of the Military Exchange Personnel related to their duty including their deployment and redeployment to the Receiving Party,
- c. Transportation of the personal belongings of the Military Exchange Personnel and damage and lost which may be inflicted on these belongings,



d. The official training-related costs of the Military Exchange Personnel which may be not covered by this Memorandum of Understanding,

e. All costs related to the return of the Military Exchange Personnel whose mission terminates or is terminated,

f. The costs of the communication devices that the Military Exchange Personnel use outside military communication facilities (They are the personal responsibility of the Military Exchange Personnel),

g. Military Exchange Personnel shall meet their personal expenditures at their own expense. The Receiving Party shall have no financial responsibility for the Military Exchange Personnel.

8. In the event that it is decided upon mutual agreement by the Parties to provide in-situ service within the borders of the country benefitting from the service, the resulting costs shall be covered by the Party benefitting from the service. However, if it is requested or deemed appropriate, the Party providing the service decides whether these costs are wholly or partly covered.

ARTICLE XIII

COMPENSATION CLAIMS

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

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 Memorandum of Understanding except where there is gross negligence or willful misconduct.

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

ARTICLE XIV

ADMINISTRATIVE MATTERS

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

a. The Sending Party shall inform their personnel and cadets 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 Memorandum of Understanding before training.

b. Military Exchange Personnel, Guest Personnel and their Dependents as well as Guest Cadets 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 Memorandum of Understanding or agreements or other arrangements to be concluded based on this Memorandum of Understanding.

d. Military Exchange Personnel, Guest Personnel and their Dependents as well as Guest Cadets, 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. A special identity card shall be issued by the Receiving Party to the Military Exchange Personnel, Guest Personnel and their Dependents (only spouse and the children over 12) as well as Guest Cadets according to their status for the courses/training lasting more than 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 Memorandum of Understanding. The Receiving Party shall provide, to the extent possible, the equipment necessary for the performance of an activity during the duty. However, Guest Cadets must wear the military uniform provided by the Receiving Party. These Guest Cadets may attach a military symbol provided by the Sending Party to be recognized.

3. Leave:

a. The holidays, leave and absence of the Guest Personnel and Guest Cadets for other reasons 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 status.

b. The Guest Personnel and Guest Cadets may be absent from training for a period of time specified in the regulations of the related training/education institution upon the approval of the sick leave by the health organization of the Receiving Party considering the medical report. In the event that the related person is not able to resume his/her training at the end of this sick leave, his/her activity may be terminated and the Sending Party may replace him/her by another person with the consent of the Receiving Party or as decided mutually between the Parties.

c. Except for holidays to be taken outside the territory of the Receiving Party, the leaves shall be granted 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 Cadets shall be subject to the working hours and the related guidelines applied in the Receiving Party's country.

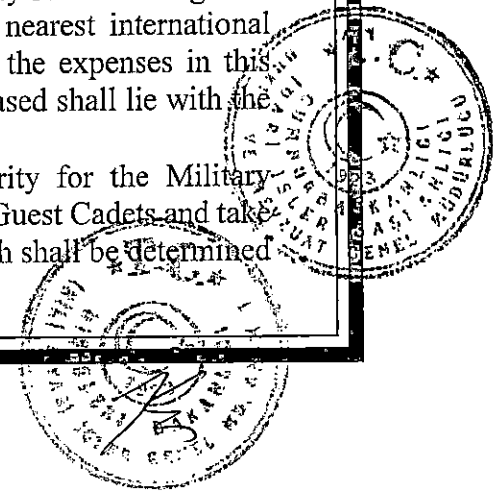
e. Guest Personnel may attend the activities to be organized by their office of military attaché/embassy on national day(s). They may be counted as on leave on these days.

4. Death:

a. In case of death of any Guest Personnel or Dependents or Guest Cadets, the Receiving Party shall immediately inform the Sending Party's competent authority of the situation.

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

5. Receiving Party shall ensure the accommodation and security for the Military Exchange Personnel, Guest Personnel and Dependents as well as Guest Cadets and take necessary measures for their benefiting from other facilities, which shall be determined by country parties based on the reciprocity principle.



6. The Guest Personnel and their Dependents may benefit from the officers' clubs and military commissaries within the framework of the arrangements of the Receiving Party.
7. The Guest Personnel and their Dependents as well as Guest Cadets shall avoid those actions that may harm the environment, pay utmost attention to the prevention of environmental pollution and shall comply with the arrangements of the Receiving Party in this respect.
8. 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 the basis of reciprocity principle considering its capabilities in return for payment/free of charge.
9. Training and education shall be provided in accordance with the legislation of the Receiving Party. The Guest Cadet and the Guest Personnel who are unable to attend training and education due to academic failure, indiscipline, health problems, etc. shall be removed from training and education institutions in accordance with the terms specified in the legislation of the Receiving Party. If deemed necessary by the Parties, protocols may be concluded for training which is life threatening and which requires expertise (flight training, shooting drills, etc.) based on this Memorandum of Understanding.

ARTICLE XV

HEALTH SERVICES

1. The Guest Personnel, Military Exchange Personnel and the Guest Cadet should be in good health condition to perform any activity under this Memorandum of Understanding. The Receiving Party may request a medical report showing that they are medically in good condition.
2. The costs of the examination and treatment services for the Guest Cadets shall be covered according to the national legislation of the Receiving Party. The health insurance premiums or health expenses of the Guest Cadets shall be covered by the Receiving Party.
3. Emergency health care and emergency dental care services for the Guest Personnel, Military Exchange Personnel and their Dependents shall be provided free of charge by the Receiving Party. The costs of the medical examination and treatment except for emergency health care and emergency dental care services for 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 insurance premiums or all costs of treatment services for the Guest Personnel, Military Exchange Personnel and their Dependents can be provided by the Receiving Party in return for payment or free of charge. If the Receiving Party decides to provide them in return for payment, the insurance premiums or all treatment service costs for 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 Cadets 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 the entry into and exit from the country.
2. However, the Receiving Party shall provide possible administrative support within the framework of its legislation.

ARTICLE XVII

SETTLEMENT OF DISPUTES

1. Any dispute arising from the implementation or interpretation of this Memorandum of Understanding shall be settled through consultation and negotiations between the Parties and may not be referred to any national or international tribunal or third party for settlement.
2. If the dispute is not resolved within 60 (sixty) days after its occurrence, the Parties shall begin negotiations within 30 (thirty) days. If no result is obtained within the following 60 (sixty) days, the Parties may terminate this Memorandum of Understanding in accordance with the procedure specified in Article XVIII.

ARTICLE XVIII

FINAL PROVISIONS

(RATIFICATION AND ENTRY INTO FORCE / AMENDMENT AND REVIEW / DURATION AND TERMINATION / TEXT AND SIGNATURE)

1. This Memorandum of Understanding shall enter into force at the date of receipt of the last written notification through diplomatic channels by which the Parties inform each other of the completion of the internal legal procedures necessary to that effect.
2. This Memorandum of Understanding shall remain in force for a period of 5 (five) years from the date of its entry into force.
3. Either Party may propose amendment or review of the present Memorandum of Understanding through diplomatic channels, if necessary. Negotiations shall start within 30 (thirty) days from the date of the receipt of the written proposal. If no result is obtained within 60 (sixty) days, the Parties may terminate this Memorandum of Understanding in accordance with the procedure specified in the Paragraph 5 of this Article.
4. Unless one of the Parties notifies the other in writing through diplomatic channels of its intention to terminate the Memorandum of Understanding, it shall be extended automatically for successive periods of one year.
5. Either Party may notify its intention to terminate the Memorandum of Understanding to the other Party in writing through diplomatic channels at any time. Notifications of termination of the Memorandum of Understanding shall be effective 90 (ninety) days after it is made.

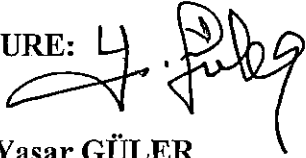
6. The termination of this Memorandum of Understanding shall not affect the ongoing programs and activities.

This Memorandum of Understanding is done in Baghdad, on 22 April 2024 in two original copies in Turkish, Arabic and English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

In witness whereof, the undersigned, being duly authorized by their respective governments, have signed this Memorandum of Understanding.

**FOR THE MINISTRY OF
NATIONAL DEFENCE OF
THE REPUBLIC OF TÜRKİYE**

SIGNATURE:

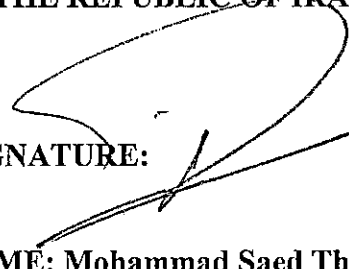


NAME: Yaşar GÜLER

TITLE: Minister of National Defence

**FOR THE MINISTRY OF
DEFENCE OF
THE REPUBLIC OF IRAQ**

SIGNATURE:



**NAME: Mohammad Saed Thabet
AL-ABBASI**

TITLE : Minister of Defence

