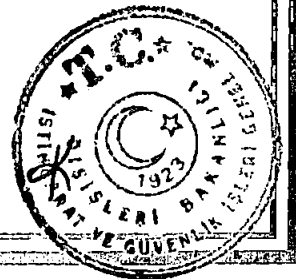
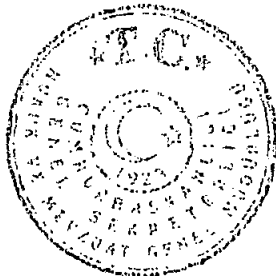


MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TÜRKİYE
AND
THE GOVERNMENT OF NATIONAL UNITY OF THE STATE OF LIBYA
ON
LAW ENFORCEMENT COOPERATION



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TÜRKİYE
AND
THE GOVERNMENT OF NATIONAL UNITY OF THE STATE OF LIBYA
ON
LAW ENFORCEMENT COOPERATION

The Government of the Republic of Türkiye and the Government of National Unity of the State of Libya, hereinafter referred to individually as the "Party" and jointly as the "Parties";

--

Desiring to strengthen the historical ties of friendship,

--

With full commitment to the principles of "Sovereign Equality of States", "Protection of Human Rights and Fundamental Freedoms", "Justice and Fairness" and "Mutual Respect for Interests",

--

In accordance with their national legislation and their international obligations arising from the international agreements and conventions to which they are parties,

--

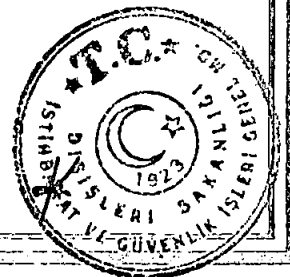
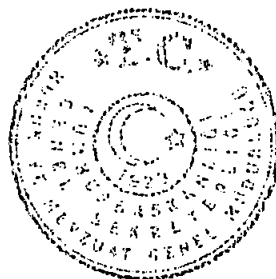
Emphasizing the vital importance of bilateral and multilateral cooperative relations in the fight against all categories of transnational organized crime, including terrorism,

--

Being willing to continuously and jointly develop law enforcement cooperation activities under the leadership and auspices of their Ministries of Interior.

--

Have agreed upon the following:



CHAPTER I
GENERAL PROVISIONS

ARTICLE 1
Purpose and Scope

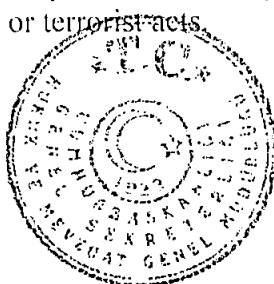
1. The purpose of this Memorandum of Understanding [MoU] is to strengthen the legal basis of cooperation and enhance institutional solidarity between the Parties in the fields specified in Article 3.
2. This MoU involves the procedures and principles of cooperation between the Parties in the fields specified in Article 3.

ARTICLE 2
Definitions

The terms under this MoU shall have the following meanings:

1. **"Requesting Party"** means the state Party requesting cooperation.
2. **"Requested Party"** means the state Party whose cooperation is requested.
3. **"Host Party"** means the state Party hosting the cooperation activity.
4. **"Guest Party"** means the state Party that sends its personnel to the Host Party's country to participate in the cooperation activity.
5. **"Cooperation"** includes all activities regarding the sharing of personnel, information, data, intelligence, documents, experience, equipment and material between the Parties.
6. **"Law Enforcement Activity"** includes activities carried out by General Law Enforcement Agencies regarding the protection of public order and security and fundamental rights and freedoms within land borders and territorial sea, within the framework of the authorities and responsibilities defined by national legislation.
7. **"Training Program"** includes vocational and technical training activities at the basic, in-service, specialization and advanced-specialization levels.
8. **"Academic Program"** includes higher education activities at the undergraduate and graduate levels.
9. **"Training Unit"** refers to departments, centers and schools that plan and execute Training Programs on behalf of General Law Enforcement Agencies.
10. **"Academic Institution"** refers to higher education institutions and academies that plan and execute Academic Programs on behalf of General Law Enforcement Agencies.
11. **"Personnel"** refers to ranking/rankless or civilian persons who are the members of General Law Enforcement Agencies. Personnel sent by the Guest Party to the Host Party's country to participate in cooperation activities are defined as "Guest Personnel".

12. "**Expert Trainer**" refers to specialized personnel who participate in Training Programs to provide vocational and technical training for Trainees.
13. "**Academician**" refers to specialized instructors with academic titles who participate in Academic Programs to provide academic education for Students.
14. "**Trainee**" refers to personnel who participate in Training Programs to receive vocational and technical training.
15. "**Student**" refers to personnel who participate in Academic Programs to receive academic education.
16. "**Attendant**" refers to auxiliary personnel assigned to support the management and conduct of cooperation activities.
17. "**Family Members**" includes the spouse and children of the personnel whom they are obliged to take care of in accordance with their own national legislation.
18. "**Consultant**" refers to expert personnel assigned for a certain period of time by the Requested Party to provide professional support to institutional and technical capacity building activities within the Ministry of Interior or General Law Enforcement Organizations or relevant law enforcement units of the Requesting Party.
19. "**Training Team**" refers to teams assigned for a certain period of time by the General Law Enforcement Agencies of the Requested Party for the coordination and execution of Training Programs.
20. "**Training Needs Analysis**" means the analysis study that reveals which training activities should be specifically focused on in order to increase the task performance of personnel.
21. "**Implementation Plan**" means the periodic plans that include the Training Programs and relevant implementation details deemed necessary and agreed upon by the Parties in line with the data obtained from the Training Needs Analysis.
22. "**Grant**", means the donation or free transfer of a material or service.
23. "**Classified Information/Data and Material**" includes information/data and material that requires a high level of protection within the scope of national security and is regulated by national security classification. Classified Information/Data and Material may be in verbal, written, visual or magnetic form, or in the form of a technical product or device.
24. "**Force Majeure**" refers to extraordinary and unforeseen circumstances that temporarily or permanently prevent the fulfilment of a task and responsibility or the exercise of a right beyond the will of the Parties. Force Majeure may occur in various forms such as natural disaster, epidemic disease, severe economic depression, strike, partial or general mobilization, social explosion, mass violence incidents or terrorist acts.

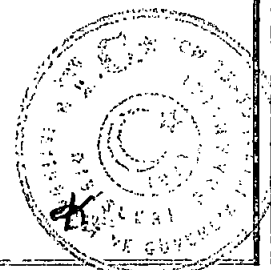
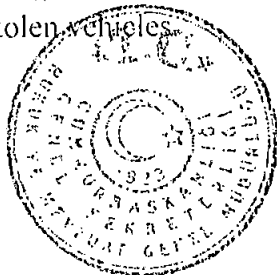


CHAPTER II
COOPERATION

ARTICLE 3
Cooperation Fields and Procedures

1. The Parties shall promote cooperation, coordination and solidarity in the following fields:
 - a. Protection of public order and security.
 - b. Improving technical capacities, operational capabilities and institutional performances in law enforcement activities,
 - c. Preparing and strengthening reorganization mechanisms in law enforcement activities.
 - d. Sharing information, intelligence and experience regarding the current action methods of transnational organized crime groups,
 - e. Supporting logistics infrastructures and capacities in law enforcement activities,
 - f. Sharing scientific expertise and research outputs in law enforcement activities.
 - g. Communication with the media and the public in law enforcement activities.
 - h. Safety and security of governmental institutions, diplomatic missions and other critical buildings, facilities, locations and infrastructures.
 - i. VIP protection,
 - j. Coast guard and security, maritime navigation, search-rescue and medical evacuation,
 - k. Combating irregular migration,
 - l. Border management,
 - m. Transportation safety and security,
 - n. Election security.

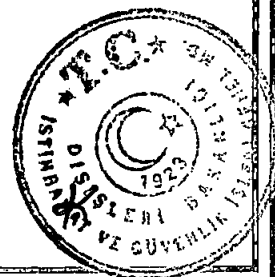
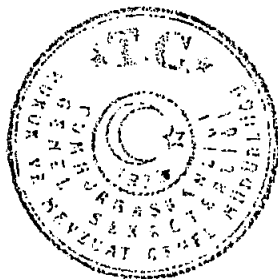
2. The Parties shall promote cooperation, coordination and solidarity in the fight against all categories of transnational organized crime, including the following:
 - a. Attack on the lives, physical integrity and property of individuals.
 - b. Establishing, being a member, aiding and abetting a mafia-structured criminal group,
 - c. All forms and manifestations of terrorism.
 - d. Illicit manufacturing of and trafficking in narcotic drugs, psychotropic substances and their precursor chemicals.
 - e. Illicit manufacturing of and trafficking in firearms, ammunition, explosives and their parts and components.
 - f. Illicit manufacturing of and trafficking in chemical, biological, radiological and nuclear substances.
 - g. All forms of financial crime, including terrorism financing, laundering proceeds of crime, corruption, forgery and tax evasion.
 - h. Human trafficking, migrant smuggling, trading of organs and tissues.
 - i. Crimes related to information and communication technologies.
 - j. Intellectual property infringements.
 - k. Crimes related to the environment, natural resources, cultural and natural assets.
 - l. Smuggling and trafficking of stolen vehicles.



3. Cooperation and solidarity between the Parties shall include the following procedures:
 - a. Sharing documents, information, intelligence and experience,
 - b. Education/training activities,
 - c. Exchange of personnel, equipment and material,
 - d. Capacity building and consultancy activities,
 - e. Program, project and grant supports.
 - f. Contacts, visits, meetings, consultations and events at all levels,
 - g. Coordination in the establishment of training centers.
4. If there is a need to develop cooperation in different areas that can be included within the scope of this MoU or to define different cooperation procedures from those specified in the MoU, additional protocols may be signed for this purpose. Additional protocols shall in any case enter into force in accordance with the procedure specified in the first paragraph of Article 26.
5. General Law Enforcement Agencies may develop cooperation with law enforcement units operating under different institutions of the Parties other than the Ministries of Interior. However, this cooperation must be subject to the mutual written consent of the Parties, be directed to a goal determined within the scope of this MoU, be time-limited and be coordinated by the Ministries of Interior.
6. Cooperation activities are carried out face to face. However, virtual communication over secure networks and platforms is also an integral part of cooperation activities.

ARTICLE 4 Procedures of Assistance

1. Cooperation within the scope of this MoU shall be carried out upon request for assistance by one of the Parties. However, if there is concrete evidence and urgent reasons, one of the Parties may provide assistance to the other Party per se without prior official request.
2. The request for assistance shall be notified in writing. However, in emergency cases, the request may also be notified by another secure method agreed upon by the Parties, subject to written confirmation not exceeding 7 [seven] days.
3. The request for assistance must contain the following information:
 - a. Name and signature of the competent authority of the Requesting Party.
 - b. The name of the competent authority of the Requested Party.
 - c. Date of the request,
 - d. Purpose and content of the request.
 - e. Other information that shall contribute to the execution of the request.

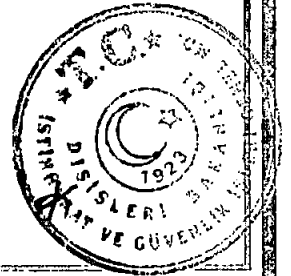
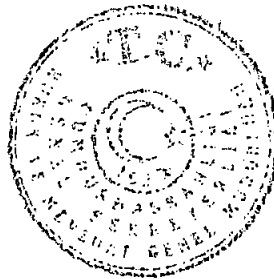


ARTICLE 5
Execution of Assistance

1. The Requested Party shall forward the duly submitted request for assistance to the relevant competent authority of its State and take the necessary measures to ensure that this request is executed as quickly as possible.
2. During the execution of the request for assistance, the law of the Requested Party shall be valid.
3. In cases where cooperation with third parties is necessary for the execution of the request for assistance, the Requested Party shall inform the Requesting Party in order to agree on the possibility and methods of executing the request for assistance in cooperation with third parties.
4. If it is not possible to execute the confidential request for assistance while preserving its confidentiality due to force majeure, the Requested Party shall inform the Requesting Party as soon as possible. The Requesting Party may request the execution, suspension or cancellation of the confidential request for assistance under these conditions.
5. The Requested Party may request further information from the Requesting Party if necessary to ensure the most appropriate execution of the request for assistance.
6. The Requested Party shall notify the Requesting Party of the results of the execution of the request for assistance no later than 30 [thirty] days from the date of receipt of the request.

ARTICLE 6
Rejection of Assistance

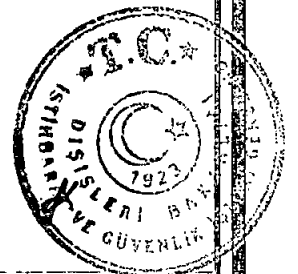
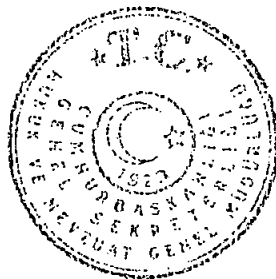
1. If the Requested Party considers that the execution of the request for assistance would prejudice its national sovereignty or national interests or conflict with its national legislation or international commitments, it may reject this request for assistance in whole or in part.
2. The Requested Party shall in any case notify the Requesting Party in writing of the reason for the rejection.



CHAPTER III
EDUCATION / TRAINING

ARTICLE 7
Education/Training Cooperation

1. The Parties shall execute education/training cooperation activities within the scope of this MoU and contribute to the maximum improvement of these activities.
2. This MoU contains general provisions regarding education/training cooperation activities. However, special rules exclusively applied by the Training Units and Academic Institutions of the Parties also remain valid. If special rules conflict with general provisions, general provisions shall prevail unless otherwise agreed in writing.
3. The rules, regulations and procedures of the Requested Party shall be applied in the planning, implementation, monitoring and evaluation processes of education/training cooperation activities. However, the opinions and evaluations of the Requesting Party shall also be taken into consideration.
4. In order to increase efficiency in education/training cooperation activities, support may be received from relevant institutions and organizations.
5. Education/training cooperation activities shall be executed in the official language of the Requested Party. However, upon request and need, different language options can also be considered. The issue regarding the language in which education/training cooperation activities shall be executed, shall in any case be determined by the Requested Party.
6. Language exams may be applied to prospective Trainees and Students who have been accepted to long-term education/training cooperation activities executed in the official language of the Requested Party.
7. Prospective Trainees and Students who are found to be inadequate as a result of the language exams shall be subjected to a language course for a maximum of 1 [one] year. Those who successfully complete the language course shall be included in education/training cooperation activities.
8. If deemed necessary, a sufficient number of translators may be assigned for education/training activities executed in the official language of the Requested Party or in a language other than its official language.
9. Trainees and Students who successfully complete the education/training activities shall be given a diploma, achievement certificate or participation document by the Requested Party.

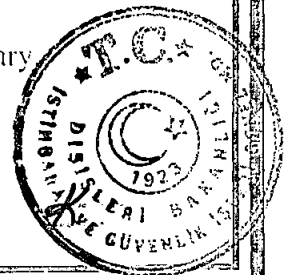
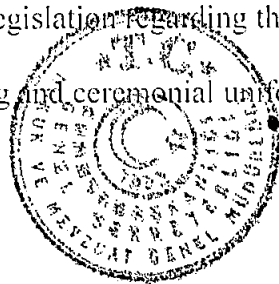


ARTICLE 8
Academic Programs

1. The planning, implementation, monitoring and evaluation processes of Academic Programs shall be under the responsibility of Academic Institutions.
2. Academic Institutions notify each other of the quotas, application conditions and procedures for their Academic Programs before each academic year, by the usual methods.
3. Among the personnel who are offered as candidates by the Requesting Party or who apply individually, those who meet the application conditions and are successful in the interviews shall be accepted as Students to Academic Programs in accordance with the available quota.

ARTICLE 9
Training Programs

1. The planning, implementation, monitoring and evaluation processes of Training Programs shall be under the responsibility of Training Units.
2. Training Units shall ensure that Training Needs Analysis studies are carried out periodically and that the Training Programs deemed to be needed in the light of the data obtained are included in the Implementation Plans. Implementation Plans must contain the following information:
 - a. Subjects, approximate durations and fees of the Training Programs,
 - b. Units organizing the Training Programs and their addresses,
 - c. Minimum and maximum quotas of Training Programs.
 - d. Basic qualifications required for Trainees.
 - e. [if any] Language exam/course before the Training Programs,
 - f. [if any] On-the-job training after the Training Programs,
 - g. Whether a medical report shall be required from Trainees for Training Programs.
 - h. Other information that shall contribute to the execution of the Training Programs.
3. Implementation Plans, which include the agreed Training Programs, shall be prepared at least 3 [three] months before the start dates. However, if there are reasons requiring urgency, the Requesting Party may submit the request for the Training Programs it needs to the Requested Party for evaluation.
4. The Parties shall mutually assign Trainees and Expert Trainers with qualifications and numbers suitable for the purposes of the Training Programs.
5. The Parties shall create appropriate conditions for the implementation of Training Programs.
6. The Requested Party informs the Trainees about issues such as implementation procedures and principles and disciplinary legislation regarding the Training Programs.
7. Trainees shall bring their training and ceremonial uniforms with them if necessary.



ARTICLE 10
Assignment of Training Teams

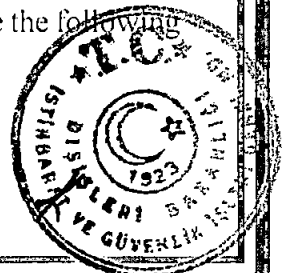
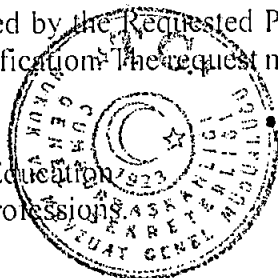
1. If deemed necessary, Training Teams may be assigned by the General Law Enforcement Agencies of the Requested Party to execute the Training Programs.
2. Training Teams shall include a sufficient number of Expert Trainers and Attendants. The number and term of office of the personnel in the Training Teams shall be determined in accordance with the content, place-time and number of Trainees of the Training Programs and shall be updated in line with the needs.
3. Personnel in Training Teams shall wear the uniform of their own country throughout their term of office.

ARTICLE 11
On-site Training

1. If deemed necessary, Training Programs may be carried out in the Requesting Party's country in accordance with the On-Site Training model. The request notification for On-Site Training must include the following information:
 - a. For what reasons, on which subjects and for how long On-Site Training is requested,
 - b. Numbers, institutions, duties and qualifications of Trainees,
 - c. Training Units that will host On-Site Training,
 - d. Adequacy of the equipment and material and whether there is a need to reinforce them.
2. When planning for On-Site Training, "the responsibility of a maximum of 50 [fifty] Trainees for every 3 [three] Expert Trainers" shall be accepted as the criterion.
3. The Requested Party shall send a sufficient number of Expert Trainers and Attendants to the Requesting Party's country for On-Site Training.
4. The Requesting Party shall allocate vehicles appropriate to the needs of the Requested Party's Expert Trainers and Attendants.
5. During the On-Site Training, the authority to direct and manage Trainees shall belong to the Requested Party's Expert Trainers and Attendants.

ARTICLE 12
Distance Education

1. Distance Education [synchronous or asynchronous] via secure virtual networks and platforms may be preferred for educational cooperation activities that are not possible or necessary to be carried out face-to-face.
2. Distance Education is implemented by the Requested Party ex officio or in accordance with the Requesting Party's request notification. The request notification must include the following information:
 - a. Subject and date of Distance Education
 - b. List of Trainees' names and professions



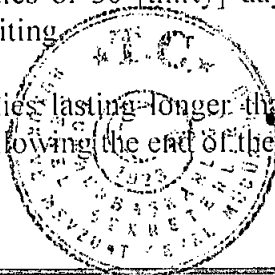
CHAPTER IV
FINANCIAL PROVISIONS

ARTICLE 13
General Financial Provisions

1. Guest Personnel and their accompanying Family Members shall be subjected to the customs, tax and purchase-sale legislation of the Host Party.
2. Guest Personnel shall liquidate the debts of themselves and/or their accompanying Family Members when leaving the Host Party's country. It is the responsibility of the Guest Party to take the necessary measures for unliquidated debts.
3. Health services for Guest Personnel and their accompanying Family Members shall be subjected to the procedures specified below:
 - a. The General Law Enforcement Agencies that execute cooperation activities on behalf of the Host Party shall determine the issue of whether the emergency health expenses and the examination and treatment expenses other than emergencies of Guest Personnel and their accompanying Family Members may be undertaken.
 - b. The transportation expenses of Guest Personnel and their accompanying Family Members to their country due to the need for long-term treatment shall be under the responsibility of the Guest Party.
4. Unless otherwise agreed in writing, international transportation expenses including connecting flights shall be under the Parties' own responsibility.
5. Unless otherwise agreed in writing, expenses arising from the processing of a request for assistance submitted within the scope of this MoU shall be under the responsibility of the Requesting Party.

ARTICLE 14
Financial Provisions Regarding Education/Training Cooperation Activities

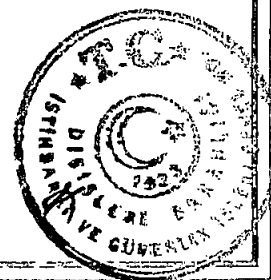
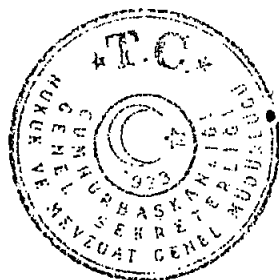
1. Fees for education/training activities shall be determined by the General Law Enforcement Agencies that execute education/training activities on behalf of the Requested Party and shall be notified to the Requesting Party within a reasonable time before the start date of the education/training activities.
2. The Requesting Party shall deposit the fees for education/training activities in foreign currency into the bank accounts determined by the Requested Party:
 - a. For education/training activities of 30 [thirty] days or less, advance payment is made unless otherwise agreed in writing.
 - b. For education/training activities lasting longer than 30 [thirty] days, payment is made within 45 [forty-five] days following the end of the activities.



3. In line with the request and if there are reasonable grounds, education/training activities may be carried out free of charge or at a discount on following expense items:
 - a. Education/training.
 - b. Meals and accommodation.
 - c. Monthly pay/allowance.
 - d. Translation.
 - e. Dress and uniform.
 - f. Domestic transportation.
4. The issue of which expense items may be undertaken in education/training activities that are decided to be carried out free of charge or at a discount shall be notified to the Requesting Party within a reasonable time before the start date of the education/training activities.
5. If the training activities are carried out in the Requesting Party's country in accordance with the On-Site Training model;
 - a. The fees of the Expert Trainers and Attendants sent by the Requested Party shall be under the responsibility of the Requested Party, while the meals-accommodation and domestic transportation expenses shall be under the responsibility of the Requesting Party.
 - b. The transportation expenses of the training equipment and material sent by the Requested Party shall be under the responsibility of the Requesting Party.
6. Unless otherwise agreed in writing, translation expenses shall be under the responsibility of the Requesting Party.

ARTICLE 15
Financial Provisions Regarding Other Cooperation Activities

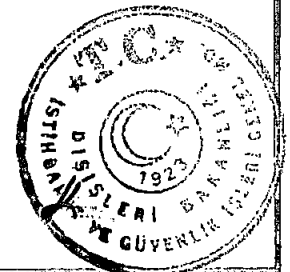
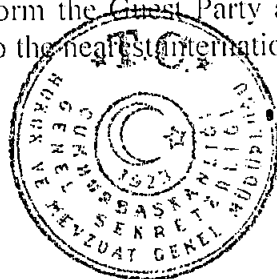
Unless otherwise agreed in writing, translation, meals-accommodation, domestic transportation and general organizational expenses for other cooperation activities such as conferences, meetings, consultancy, exercises and operations apart from education/training activities shall be under the responsibility of the Host Party.



CHAPTER V
MISCELLANEOUS PROVISIONS

ARTICLE 16
Rules Concerning Persons

1. Guest Personnel shall strictly comply with the legislation, general rules and instructions of the Host Party. In cases of deliberate violation and indiscipline, measures such as warning, reprimand, dismissal and repatriation shall be applied.
2. It is considered that the Guest Personnel have the health conditions to fully fulfill the obligations required by the cooperation activity. However, the Host Party may request a detailed health report before the cooperation activity.
3. The situation of the Guest Personnel who are not deemed appropriate to continue the cooperation activity due to reasons such as failure, absenteeism and health inadequacy shall be notified to the Guest Party, and dismissal and repatriation measures shall be implemented.
4. New Guest Personnel may be accepted instead of Guest Personnel who are dismissed and repatriated, if the time/quota conditions are suitable. In this regard, the consent of the Host Party is essential.
5. If the lives and property of other personnel or third parties, the natural, cultural and economic assets of the Parties, physical spaces and outbuildings made available for use, technical equipment and material, firearms and ammunition and their parts and components, printed-visual-audio material, official dress and uniforms are damaged by Guest Personnel during the cooperation activity, the elements of intent or gross negligence are investigated;
 - a. If intent or gross negligence is detected, the damage/loss shall be compensated by the Guest Party. Compensation procedures are based on the legislation of the Host Party.
 - b. If intent or gross negligence may not be detected, claims for compensation are void.
6. In cases where the jurisdiction of the Host Party is exercised and the content of the provision provides for a type of penalty and execution procedure that is not contained in the legislation of the Guest Party, a type of penalty and execution procedure contained in the legislation of both Parties shall be implemented. Criminal jurisdiction shall in any case rest with the Host Party.
7. During the stay in the country of the Host Party, the Guest Personnel cannot participate in religious, political and ideological activities, armed conflicts with third parties or security operations carried out by the General Law Enforcement Agencies of the Host Party.
8. In case of death of one of the Guest Personnel or their accompanying Family Members, the Host Party shall immediately inform the Guest Party and take all necessary precautions to ensure the transfer of the corpse to the nearest international airport.



9. The leaves to be used by the Guest Personnel shall be subjected to the procedures specified below:
- a. Leaves to be used within the Host Party's country;
 - i. The excuse leaves shall be evaluated by the head of the unit responsible for the execution of the cooperation activity.
 - ii. The sick leaves based on medical reports not exceeding 20 [twenty] days shall be evaluated by the head of the unit responsible for the execution of the cooperation activity.
 - iii. The sick leaves based on medical reports exceeding 20 [twenty] days shall be evaluated by the competent General Law Enforcement Agency.
 - b. All kinds of leaves to be used outside the Host Party's country shall be evaluated by the competent General Law Enforcement Agency.

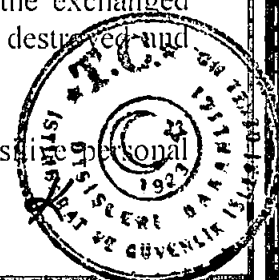
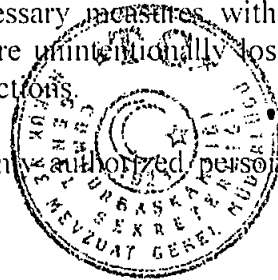
ARTICLE 17

Rules Concerning the Exchange of Information/Data and Material

1. All kinds of information/data and material within the scope of this MoU shall be exchanged through transmission systems whose security has been tested and verified by the Parties.
2. The exchanged information/data and material shall be used in accordance with the purpose of this MoU, the "need-to-know" principle and specific conditions defined by the Requested Party.
3. The exchanged information/data and material shall be protected to the maximum extent in line with the national legislation of the Parties. In particular, additional measures shall be taken for the exchange and protection of information/data and material that have one of the confidentiality levels specified in the table below:

For the Government of the Republic of Türkiye	[English]	For the Government of National Unity of the State of Libya
ÇOK GİZLİ	[Top Secret]	سري للغاية
GİZLİ	[Secret]	سري
HİZMETE ÖZEL	[Restricted]	مقيد

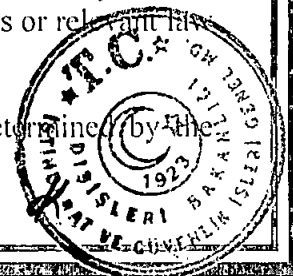
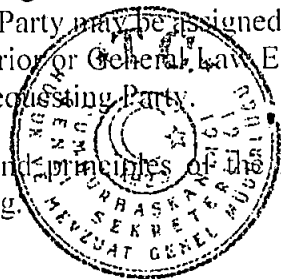
4. The Parties shall take the necessary measures without any delay in case the exchanged information/data and material are unintentionally lost, disclosed, unlawfully destroyed and subjected to unauthorized transactions.
5. The Parties shall ensure that only authorized personnel have access to sensitive information/data and material.



6. If one of the Parties notices that the exchanged information/data and material are incomplete, inaccurate or suspicious or violate the provisions specified in this MoU or the rules of one of the Parties, it shall immediately notify the other Party. The Party receiving the notification shall be obliged to take measures such as correcting, stopping the use or destroying these information/data and material.
7. The exchanged information/data and material may not be transmitted to third parties in any way without the written consent of the Requested Party.
8. The Parties shall comply with the rights and rules regarding patents, copyrights and trade secrets to the maximum extent.
9. Exceptional restrictions may be applied regarding the exchange of information/data and material on issues considered as national secrets by the Parties.
10. The information/data and material obtained within the scope of this MoU may not be used against the Parties in any way.
11. Confidentiality obligations regarding the exchange and protection of information/data and material shall also apply in the event of termination of this MoU.

ARTICLE 18 Cooperation Mechanisms

1. If deemed necessary and agreed upon by the Parties, for the purposes of increasing efficiency and effectiveness in law enforcement cooperation activities, developing direct communication and interaction opportunities, determining the progress made within the scope of this MoU and facilitating the implementation process of the MoU:
 - a. The Parties establish standing or ad hoc committees, sub-committees and thematic working groups, and hold regular or extraordinary meetings and consultations.
 - b. The Parties mutually assign permanent or temporary liaison personnel.
 - c. The Parties establish "Law Enforcement Support Mission" [hereinafter as "*The Mission*"] with joint participation for on-site consultancy activities within the Ministry of Interior of the Requesting Party.
 - i. The Mission compose of a sufficient number of expert personnel and support personnel assigned by the Requested Party and authorized liaison personnel assigned by the Requesting Party.
 - ii. The Parties determine the number and term of office of the personnel to be assigned to the Mission in accordance with the content of the cooperation activities and update in line with the needs.
 - iii. Expert personnel and Training Teams' chiefs/commanders working within the Mission on behalf of the Requested Party may be assigned as consultants for a certain period of time in the Ministry of Interior or General Law Enforcement Agencies or relevant law enforcement units of the Requesting Party.
 - iv. The working procedures and principles of the Mission shall be determined by the Parties jointly and in writing.



ARTICLE 19
Competent Authorities

1. The official authorities authorized to implement this MoU are listed below:

For the Government of the Republic of Türkiye:

- **Ministry of Interior** [in coordination with its authorized units]

For the Government of National Unity of the State of Libya:

- **Ministry of Interior** [in coordination with its authorized units]

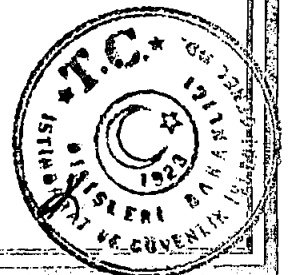
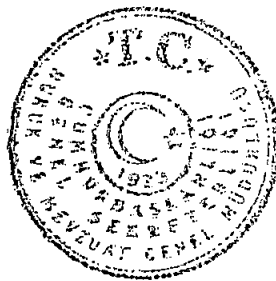
2. Within 30 [thirty] days following the entry into force of this MoU, the Parties shall exchange the list of their units authorized to establish direct contact for the implementation of the provisions of the MoU and notify each other of any changes that may occur in this list without delay.

ARTICLE 20
Travel and Residence

Guest Personnel and their accompanying Family Members shall be subject to the Host Party's regulations on travel and residence for foreigners. However, the Host Party shall provide possible administrative facilities within the scope of its relevant legislation.

ARTICLE 21
Social and Administrative Services

Guest Personnel shall be benefited from social and administrative services in accordance with the legislation in force and the status to which their counterparts are subject in the Host Party's country.



CHAPTER VI
FINAL PROVISIONS

ARTICLE 22
Settlement of Disputes

Any disputes that may arise from the interpretation or implementation of this MoU shall be resolved amicably through diplomatic consultations and negotiations between the competent authorities specified in Article 19.

ARTICLE 23
Force Majeure

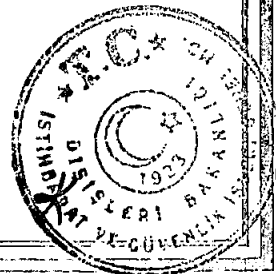
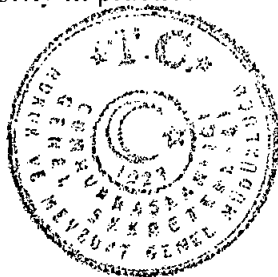
1. The Parties may not take any initiative to interrupt the initiated and ongoing cooperation activities, except for force majeure.
2. The Guest Party may recall its personnel in case of force majeure. In this case, the Host Party shall take the necessary measures to carry out the recall.
3. In cases such as war/civil war, regional/international crisis, armed conflict, widespread act of violence or mass uprising that occur in one of the Parties or in which one of the Parties is involved, the Guest Personnel shall be sent back to their country for the safety of their lives, upon the request of the Guest Party.

ARTICLE 24
Review and Amendment

This MoU may be reviewed and amended by mutual written consent of the Parties. The amended provisions shall in any case enter into force in accordance with the procedure specified in the first paragraph of Article 26.

ARTICLE 25
Relations with Other Agreements

1. This MoU shall not prejudice the rights and obligations of the Parties arising from other international agreements and conventions.
2. This MoU shall not replace the Memorandum of Understanding Between the Government of the Republic of Türkiye and the Government of National Accord-State of Libya on Security and Military Cooperation, signed in Istanbul on 27 November 2019, shall not change its provisions and shall not have priority in practice.



ARTICLE 26
Entry into Force and Termination

1. This MoU shall enter into force on the date of the receipt of the last written notification by which the Parties notify each other, through diplomatic channels, of the completion of their internal legal procedures required for its entry into force.
2. This MoU is concluded for a period of 5 [five] years from the date of its entry into force. Unless one of the Parties notifies the other Party in writing through diplomatic channels of its intention to terminate the MoU, it shall be automatically renewed for successive periods of 5 (five) years.
3. Either Party may notify the other Party of its intention to terminate this MoU at any time, in writing, through diplomatic channels. The notification of termination of the MoU shall be effective 90 [ninety] days from the date of notification.
4. Unless otherwise agreed in writing, the termination of this MoU shall not affect cooperation activities initiated and ongoing within the scope of this MoU.

ARTICLE 27
Text and Signature

This MoU was signed in ...Istanbul....., on 23 / 10 / 2024, in duplicate originals in Turkish, Arabic and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

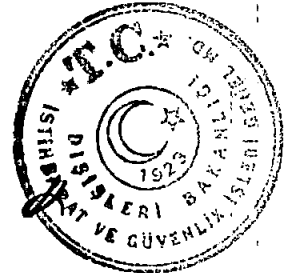
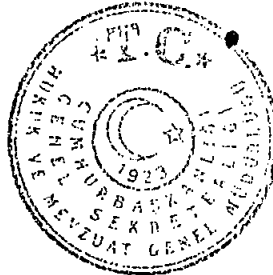
For the Government of
the Republic of Türkiye

For the Government of
National Unity of
the State of Libya



Ali YERLİKAYA
Minister of Interior

Emad Mustafa ALTRABLSSI
Minister of Interior





T

Z-2024/86178341/39216501 - ÇOK ACELE

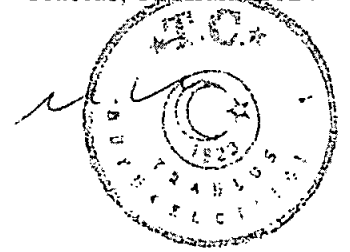
Türkiye Cumhuriyeti Büyükelçiliği, Libya Devleti Milli Birlik Hükümeti Dışişleri ve Uluslararası İşbirliği Bakanlığına (Genel Protokol İdaresi/Uluslararası İşbirliği İdaresi) saygılarını sunar ve 23 Ekim 2024 tarihinde İçişleri Bakanları tarafından İstanbul'da imzalanan Libya Devleti Milli Birlik Hükümeti ile Türkiye Cumhuriyeti Hükümeti Arasında Kolluk İşbirliği Mutabakat Muhtırası (MM) hakkında aşağıdaki hususları bildirmekten onur duyar.

MM'nin Türkiye Cumhuriyeti'ndeki iç hukuk onay süreci kapsamında devam eden işlemler sırasında, MM'nin Türkçe versiyonunun 14. sayfasındaki "Bilgi/Veri ve Materyalin Teatisine İlişkin Kurallar" başlıklı 17. maddenin 3. fıkrasında yer alan tablonun "başlık" bölümündeki bilgilerin sehven İngilizce dilinde yazıldığı görülmüştür. Bu çerçevede, MM'nin Türkçe versiyonundaki mezkûr hata ekte sunulan şekilde düzeltilecektir. MM'nin iç hukuk onay süreci tamamlandığında ayrıca bilgi verilecektir.

Büyükelçilik, keyfiyet hakkında Libya Devleti'nin ilgili makamlarına bilgi verilmesi hususunda Saygıdeğer Bakanlığın değerli tavassutunu rica eder.

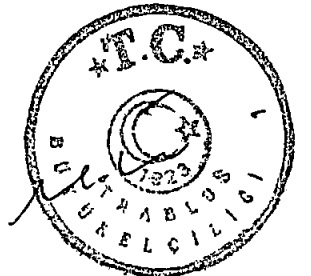
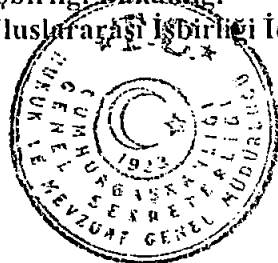
Türkiye Cumhuriyeti Büyükelçiliği, bu vesileyle Libya Devleti Milli Birlik Hükümeti Dışişleri ve Uluslararası İşbirliği Bakanlığına (Genel Protokol İdaresi/Uluslararası İşbirliği İdaresi) en derin saygılarını yineler.

Trablus, 18 Aralık 2024



Ek: MM'nin Türkçe versiyonundaki düzeltilecek sayfa

Libya Devleti Milli Birlik Hükümeti
Dışişleri ve Uluslararası İşbirliği Bakanlığı
(Genel Protokol İdaresi/Uluslararası İşbirliği İdaresi)
TRABLUS





سفارة جمهورية تركيا
بترابلس

عاجل جداً

رقم المذكرة: 39216501

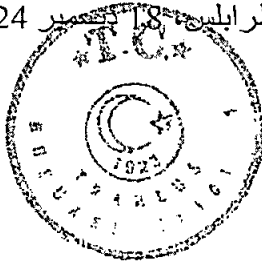
تُهدى سفارة جمهورية تركيا بترابلس أطيب تحياتها لوزارة الخارجية والتعاون الدولي بحكومة الوحدة الوطنية (إدارة المراسم العامة / إدارة التعاون الدولي) بدولة ليبيا، وتتشرف بالإبلاغ عما يلي حول مذكرة التفاهم في مجال إنفاذ القانون بين حكومة الوحدة الوطنية بدولة ليبيا وحكومة جمهورية تركيا الموقع عليها من قبل وزراء الداخلية بمدينة إسطنبول بتاريخ 23 أكتوبر 2024.

ولقد تبين من خلال الإجراءات الجارية في إطار وتيرة الاعتماد الداخلي القانوني لمذكرة التفاهم بجمهورية تركيا، تبين أنه في النسخة التركية لمذكرة التفاهم في الصفحة (14) المادة (17) المعنونة بـ"القواعد المتعلقة بتبادل المعلومات / البيانات والمواد"، الجدول الموجود تحت الفقرة الثالثة (3) قسم العناوين مكتوبة باللغة الإنجليزية سهواً. وسيتم تعديل الخطأ المذكور بالنسخة التركية لمذكرة التفاهم بالكيفية المبينة في المرفق. كما سيتم موافاتكم حين إتمام وتيرة الاعتماد الداخلي لمذكرة التفاهم.

وعليه ترحو السفارة من الوزارة الموقرة التكرم بتوسطها الكريم حول إبلاغ السلطات المعنية الليبية بالكيفية.

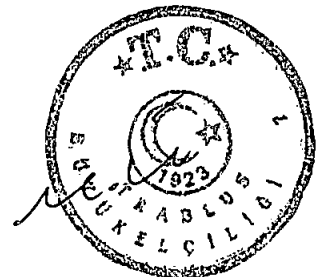
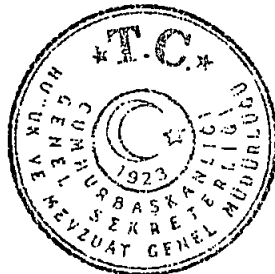
تنتهز سفارة جمهورية تركيا هذه المناسبة لتعرب مجدداً لوزارة الخارجية والتعاون الدولي بحكومة الوحدة الوطنية (إدارة المراسم العامة / إدارة التعاون الدولي) بدولة ليبيا عن فائق احترامها.

طرابلس 18 ديسمبر 2024



المرفق: النسخة التركية لصفحة مذكرة التفاهم التي سيتم تعديلها

إلى وزارة الخارجية والتعاون الدولي
بحكومة الوحدة الوطنية بدولة ليبيا
(إدارة المراسم العامة / إدارة التعاون الدولي)
طرابلس



9. Misafir Personel tarafından kullanılacak izinler aşağıda belirtilen usullere tabidir:

a. Ev Sahibi Tarafın ülkesi dahilinde kullanılacak izinler:

- i. Mazeret izinleri. İşbirliği faaliyetinin icrasından sorumlu birimin amiri tarafından değerlendirilir.
- ii. 20 [yirmi] günü aşmayan hastalık raporlarına bağlı sıhhi izinler işbirliği faaliyetinin icrasından sorumlu birimin amiri tarafından değerlendirilir.
- iii. 20 [yirmi] günü aşan hastalık raporlarına bağlı sıhhi izinler yetkili Genel Kolluk Teşkilatı tarafından değerlendirilir.

b. Ev Sahibi Tarafın ülkesi dışında kullanılacak tüm izinler yetkili Genel Kolluk Teşkilatı tarafından değerlendirilir.

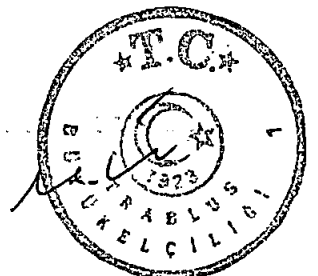
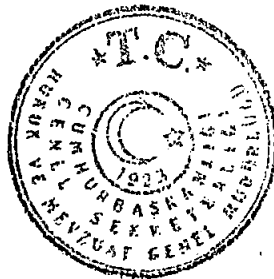
MADDE 17

Bilgi/Veri ve Materyalin Teatisine İlişkin Kurallar

1. Bu MM kapsamında her türlü bilgi/veri ve materyal. Taraflarca güvenliği test edilmiş ve doğrulanmış iletim sistemleri vasıtasıyla teati edilir.
2. Teati edilen bilgi/veri ve materyal, bu MM'nin amacına, "bilmesi gereken" prensibine ve Talep Edilen Tarafça tanımlanmış olan özel şartlara uygun şekilde kullanılır.
3. Teati edilen bilgi/veri ve materyal, Tarafların ulusal mevzuatlarına uygun olarak azami ölçüde korunur. Bilhassa aşağıdaki çizelgede belirtilen gizlilik derecelerinden birine sahip bilgi/veri ve materyalin teatisi ve korunması için ilave tedbirler alınır:

Türkiye Cumhuriyeti Hükümeti İçin	[İngilizce]	Libya Devleti Milli Birlik Hükümeti İçin
ÇOK GİZLİ	[Top Secret]	سري للغاية
GİZLİ	[Secret]	سري
HİZMETE ÖZEL	[Restricted]	مقيد

4. Taraflar, teati edilen bilgi/veri ve materyalin kasıt bulunmaksızın kaybolması, ifşa edilmesi, kanunsuz şekilde imha edilmesi ve yetkisiz işlemlere tabi tutulması halinde gerekli tedbirleri gecikmeksizin uygular.
5. Taraflar, özel nitelikli kişisel bilgi/veri ve materyale, yalnızca yetkili personelin erişimini temin eder.



Libya Devleti
Milli Birlik Hükümeti
Dışışleri ve Uluslararası İşbirliği Bakanlığı

Sayı: 72

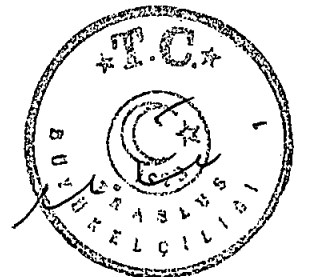
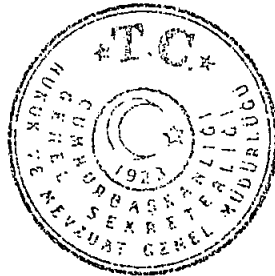
Trablus, 03.02.2025

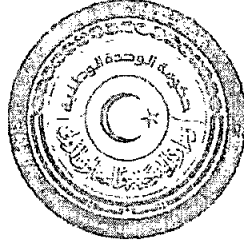
NOTA

Dışışleri ve Uluslararası İşbirliği Bakanlığı (Uluslararası Hukuk ve Sözleşmeler İdaresi), Libya Devleti nezdinde dost Türkiye Cumhuriyeti Büyükelçiliğine saygılarını sunar ve Büyükelçiliğin, Dışışleri Bakanlığı'nın Uluslararası İşbirliği İdaresi'ni muhatap 18 Aralık 2024 tarihli, 39216501 sayılı Notasına atıfla, 23.10.2024 tarihinde İstanbul'da Libya Devleti İçişleri Bakanlığı ve Türkiye Cumhuriyeti İçişleri Bakanlığı arasında akdedilen Kolluk Alanında Mutabakat Muhtırası'na ilişkin olarak, Türk tarafının Mutabakat Muhtırası'nın Türkçe versiyonununun 14. sayfasındaki "Bilgi/Veri ve Materyalin Teatisine İlişkin Kurallar" başlıklı 17. maddenin 3. fıkrasında yer alan tablonun "başlık" bölümündeki bilgilerin sehven yalnızca İngilizce diliyle yazılmış olduğunun anlaşılması üzerine değişiklik yapılması isteğinin, İçişleri Bakanlığı'yla temsil olunan Libya tarafına iletildiğini ve Türk tarafınca yapılması istenen sözkonusu değişikliğin Libya tarafınca kabul edildiğini bildirir.

İşbu Nota, Türk tarafının Mutabakat Muhtırası'nda değişiklik yapılması talebine yazılı muvafakat niteliğinde olup, yukarıda mezkur Mutabakat Muhtırası'nın bir parçası sayılır ve Mutabakat Muhtırası'nın "Gözden Geçirme ve Tadil" başlığı altındaki 24.maddesi hükmüne tabidir.

Dışışleri ve Uluslararası İşbirliği Bakanlığı (Uluslararası Hukuk ve Sözleşmeler İdaresi) bu vesileyle, Saygıdeğer Türkiye Cumhuriyeti Trablus Büyükelçiliğine içten saygı ve takdirlerini yineler.





وزارة الخارجية والتعاون الدولي

MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION

التاريخ: 2025-2-3

الرقم الإجمالي: 72
REF

مذكرة شفوية

تهدي وزارة الخارجية والتعاون الدولي (إدارة القانون الدولي والمعاهدات) أطيب تحياتها إلى سفارة دولة جمهورية تركيا الصديقة المعتمدة لدى طرابلس .

وإذ تشير إلى ماورد في مذكرة السفارة الموقرة رقم 39216501 بتاريخ 18 ديسمبر 2024م الموجهة إلى إدارة التعاون الدولي بهذه الوزارة بشأن مذكرة التفاهم للتعاون في مجال إنفاذ القانون بين وزارة الداخلية بدولة ليبيا ووزارة الداخلية بجمهورية تركيا ، المبرمة بمدينة إسطنبول بتاريخ 23 / 10 / 2024م ورغبة الجانب التركي بإجراء بعض التعديلات الطفيفة على الصفحة رقم (14) والمادة (17) المعنونة (القواعد المتعلقة بتبادل المعلومات / البيانات والمواد) في الجدول الموجود تحت الفقرة (3) قسم العناوين ، حيث تم تعديل نصها إلى اللغة التركية ، وذلك بعد ملاحظة أنها كانت مكتوبة باللغة الإنجليزية فقط .

تود هذه الإدارة إفادة السفارة الموقرة بأن الجانب الليبي المتمثل في وزارة الداخلية قد أبدى رغبته بالموافقة على التعديلات الحاصلة من الجانب التركي .

وبذلك تعتبر هذه المذكرة موافقة كتابية من الجانب الليبي على طلب الجانب التركي بإجراء التعديل ويعد جزء من مذكرة التفاهم المذكورة اعلاه ويسري عليه نص المادة (24) (المراجعة والتعديل) من مذكرة التفاهم .

تغتنم وزارة الخارجية والتعاون الدولي (إدارة القانون الدولي والمعاهدات) هذه الفرصة لتعرب لسفارة جمهورية تركيا الصديقة عن عظيم تقديرها وفائق امتنانها .



إلى سفارة جمهورية تركيا الصديقة بطرابلس

2025 / 2 / 3

