

**AGREEMENT ON DEFENCE INDUSTRY COOPERATION BETWEEN THE  
GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE  
GOVERNMENT OF THE REPUBLIC OF TÜRKİYE**

**PREAMBLE**

The Government of the Federative Republic of Brazil

and

The Government of the Republic of Türkiye  
(hereinafter referred to each as the "Party" and collectively as the "Parties"),

Confirming their commitment to the goals and principles of the United Nations  
Charter;

Emphasizing that the relations based on friendship and cooperation, which shall be  
further developed and strengthened on the basis of the principles of mutual benefit and equality  
of rights, shall contribute to the mutual interests of both countries, as well as to international  
peace and security;

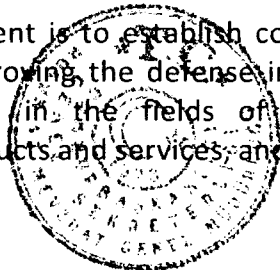
Expressing their desire to develop defense industry cooperation by using their  
scientific and technical capabilities in the field of military equipment and weapons; and

Adhering to the principles of reciprocity and mutual respect,

Have agreed on the following issues:

**ARTICLE 1  
PURPOSE**

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



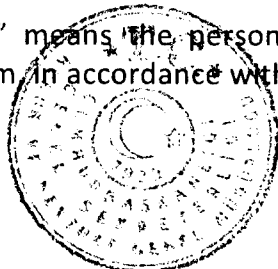
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## ARTICLE II SCOPE

This Agreement covers the general principles of mutual cooperation activities in the field of defense industry between the competent authorities and/or the defense industry organizations/companies of the Parties.

## ARTICLE III DEFINITIONS

1. "Agreement" means this Agreement on Defense Industry Cooperation between the Government of the Republic of Türkiye and the Government of the Federative Republic of Brazil.
2. "Defense Industry Products and Services" means weapons and military equipment, together with the related logistic support, and the materiel and services required for the research, development and production of these weapons and military equipment.
3. "Cooperation" means activities jointly undertaken by the Parties, based on the principle of reciprocity for the purposes of this Agreement, and in accordance with their applicable laws and regulations.
4. "Joint Commission" means the commission composed of the representatives of the Presidency of Defence Industries of the Presidency of the Republic of Türkiye and the Ministry of Defense of the Federative Republic of Brazil, in which both Parties shall be equally represented, and which is responsible for performing the duties regarding the implementation, assessment, and, when necessary, the amendment of provisions of this Agreement.
5. "Official Duty" means the duty to be performed according to this Agreement or to other agreements to be concluded on the basis of this Agreement.
6. "Sending Party" means the Party that sends personnel, materiel, and equipment to the territory of the Receiving Party, in accordance with the purposes of this Agreement.
7. "Receiving Party" means the Party that receives, in its territory, personnel, materiel, and equipment sent by the Sending Party for implementation of this Agreement.
8. "Guest Personnel" means the military and/or civilian personnel of a Party sent to the territory of the other Party for the implementation of this Agreement.
9. "Dependents" means the persons who depend on the Guest Personnel, as responsible supporting them, in accordance with their respective national legislation.



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10. "Third Party" means any person or entity or organization or government of a country or state, other than the Parties, or of an international organization or of its legal representatives.

11. "Quality Assurance" means all activities ensuring the conformity of defense products or services to production, performance and usage requirements, in observance of the procedures, standards, norms, and relevant technical specifications agreed between the Parties.

12. "Classified Information" means the information, regardless of how it is presented, that shall be protected against unauthorized access, disclosure or other compromise and has been designated as such, according to the respective laws and regulations of each Party.

13. "Competent Security Authority" means the authority responsible for the protection of Classified Information within the framework of this Agreement and in accordance with each Party's laws and regulations.

14. "Facility Security Clearance" means a certification that a public or private entity has been security cleared for the Handling of Classified Information, in accordance with national laws and regulations of each Party.

15. "Personnel Security Clearance" means a certification that an individual has been security cleared for the Handling of Classified Information, at a certain Security Classification Level, in accordance with national laws and regulations of each Party.

16. "Need-to-Know Principle" means the condition of an individual who needs to access information in order to perform official duties and tasks.

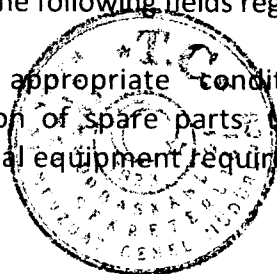
17. "Intellectual [and Industrial] Property Rights" as defined in Article II of the Convention establishing the World Intellectual Property Organization, signed on 14<sup>th</sup> July 1967 in Stockholm, includes literary, artistic and scientific works, performances of performing artists, phonograms and broadcasts, inventions in all fields of human endeavor, scientific discoveries, industrial designs, trademarks, service marks, and commercial names and designations, protection against unfair competition, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

18. "National Security Authority" means the authority responsible for the protection of Classified Information, at the national level, in accordance with the laws and regulations of the Parties.

#### ARTICLE IV FIELDS OF COOPERATION

The Parties shall cooperate in the following fields regarding the defense industry:

1. Assurance of appropriate conditions for joint research, development, production and modernization of spare parts, tools, defense materials, military systems, technical displays and technical equipment required by the Armed Forces of the Parties.



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2. Implementation of the results of joint research, development and production projects in the field of military equipment in the territories of the Parties.
3. Research, design, development and production in the field of Defense Industry Products and Services.
4. Mutual assistance in the fields of production and procurement of Defense Industry Products and Services as well as in the modernization of tools and equipment of both Parties.
5. Encouragement of the conclusion of agreements made between relevant authorities of the Parties with the aim of joint production and further development of weapons, military technical equipment and their parts.
6. Exchange of scientific and technical information, relevant documents and information on defense industry standards used by the Parties for Quality Assurance.
7. Sales of finished goods produced through joint projects of the Parties to Third Parties by mutual agreement and taking into account the national sensitivities of the Parties and their obligations deriving from international regulations.
8. Cooperation in selling, purchasing or exchanging surplus Defense Industry Products and Services in the inventory of the Armed Forces of both Parties with other products and services, in line with the relevant legislation of the Parties.
9. Promotion of contacts, technical visits to research centers, and personnel exchanges between the institutions and companies of the defense industries of the Parties.
10. Acquisition by the Parties of military and defense equipment manufactured or developed jointly in either Party's territory.
11. Provisioning conditions for joint programs of production, development, technology and modernization related to the defense industry products of both Parties, and if agreed upon, the defense industry products of Third Parties.
12. Conducting projects involving Defense Industry Products and Services of the Parties in order to enable joint or mutual sales, procurement, production, modernization, transfer of technology, research and development, and implementing these projects within the framework of agreements, memoranda of understanding, protocols or contracts to be signed between the Parties and/or the relevant authorities of the Parties.
13. Encouraging the signing of agreements between the Parties on joint production and joint development of Defense Industry Products and Services for Third Parties.
14. Cooperation between military technical institutions, defense industry companies and maintenance and repair facilities, under the authority of the Parties.
15. Mutual participation in the defense industry fairs and conferences organized by the Parties.



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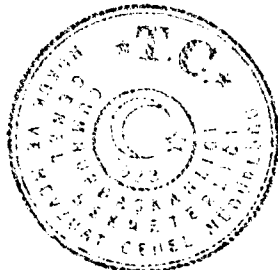
**ARTICLE V**  
**IMPLEMENTATION PRINCIPLES**

1. The carrying out and implementation details of this Agreement shall be determined through complementary adjustments, implementation agreements, memoranda of understanding, protocols, contracts and other arrangements subject to the ratification processes prescribed in the national legislation of the Parties, and pursuant to the provisions of this Agreement.
2. In principle, the Parties shall cooperate only in the fields related to their own defense industries. The inclusion of cooperation areas that are in the interest of Third Parties, under this Agreement, shall be possible through mutual agreement between the Parties.
3. Cooperation shall be established based on the principle of reciprocity, considering the legislation, requirements, and mutual interests of the Parties.
4. The Parties shall assess and make their decisions by mutual agreement in issues concerning the invitation of Third Parties to participate in joint production projects.
5. Unless otherwise decided by both Parties, in case of termination of any complementary and implementation agreement, memorandum of understanding, protocols and arrangements, the Parties shall accept to fulfill all obligations assumed before the notification of termination. The declaration of the termination of any of these documents shall be jointly concluded by the Parties and shall include a list of fulfilled and unfulfilled obligations.
6. Neither Party shall transfer to a Third Party, without prior written consent, materials, technical information, and documents, either as donations, sales or co-productions as per this Agreement or complementary and implementation agreements, memoranda of understanding, protocols and arrangements to be made on the basis of this Agreement.

**ARTICLE VI**  
**RESPONSIBLE AUTHORITIES**

The authorities responsible for implementation of this Agreement are:

- For the Republic of Türkiye: Presidency of Defence Industries of the Presidency of the Republic of Türkiye
- For the Federative Republic of Brazil: the Secretary of Defense Products of the Ministry of Defense of the Federative Republic of Brazil.



**ARTICLE VII  
JOINT COMMISSION**

1. In the Joint Commission (hereinafter referred as "Commission"), the Delegation of the Presidency of Defence Industries of the Presidency of the Republic of Türkiye shall be headed by the Vice President or a representative who is authorized by the Vice President of Defence Industries, whereas the Delegation of the Federative Republic of Brazil shall be headed by the Secretary of Defense Products of the Ministry of Defense of the Federative Republic of Brazil or a representative authorized by him/her.

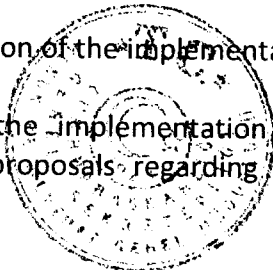
2. The points of contact which shall be responsible for organizing and coordinating the activities of the Commission are:

- International Cooperation Department, Presidency of Defence Industries of the Presidency of the Republic of Türkiye
- Secretariat of Defense Products of the Ministry of Defense of the Federative Republic of Brazil.

3. The number of the members from each Party in the Commission shall not exceed 7 (seven). If necessary, expert personnel from the Armed Forces, institutions and defense industry companies from each Party can be included in the Commission, beyond the number of 7 (seven) participants.

4. Within the scope of this Agreement, the competence and duties of the Commission shall be as follows:

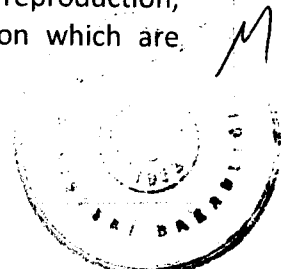
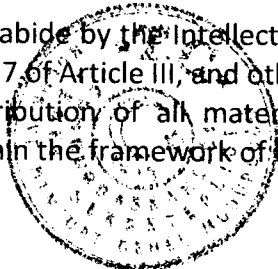
- a. Determination and definition of concrete fields of cooperation in accordance with the Article IV of this Agreement.
- b. Selection of projects, which will be jointly carried out, and identification of the most appropriate types and methods of cooperation as to the implementation of joint projects.
- c. Exchange of information for the purpose of the realization of a cooperation proposal during the implementation of joint programs.
- d. Submission of proposals, recommendations and opinions to relevant authorities concerning the participation of Third Parties in joint projects.
- e. Ensuring the preparation and publication of necessary documents for realization of approved projects and decisions.
- f. Regular supervision of the implementation of approved projects and decisions.
- g. Assessment of the implementation of this Agreement and, if necessary, negotiation of proposals regarding any amendments to be made to this Agreement.



5. The activities regarding the Commission meetings shall be initiated upon the official invitation by the Receiving Party at least three months prior to the proposed date of the meeting.
6. All topics on the agenda of the Commission shall be determined and coordinated at least 30 days prior to the Commission meeting.
7. The Commission shall alternately meet in the territory of each Party on mutually agreed dates.
8. Each Party shall be responsible for all the expenses incurred by its personnel connected with their participation in the Commission meetings.
9. The Commission shall settle disputes arising from the interpretation and implementation of this Agreement through direct negotiations in accordance with Article XVIII.

**ARTICLE VIII  
PROTECTION OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

1. Rights and obligations of the Parties concerning their intellectual and industrial property rights, production rights within their own territories, issuance of the production license, sales to Third Parties, preservation of patent on new products and inventions realized within the framework of joint projects and technology transfer shall be determined through implementation agreements to be made for each joint project. The Parties, within the framework of their national legislation and international agreements to which they are party, shall effectively protect intellectual property rights to be established and transferred on the basis of this Agreement.
2. In these implementation agreements, besides the financial and legal obligations, the principles and procedures, concerning the type, place, time and terms of liquidation of mutual debts and credits, due to any expenses resulting from research, development, production, procurement, technical services, personnel support and infrastructure services, shall be specified in detail.
3. No provision in this Agreement shall be regarded as an authority or a permission to govern the use, exchange or disclosure of any information existing or acquired in association with Classified Information subject to Intellectual or Industrial Property Rights, without specific written authorization of the owner of these rights, whether the owner is one of the Parties or a Third Party.
4. Furthermore, no provision in this Agreement shall be interpreted and implemented in the manner of diminishing, limiting or abolishing these rights belonging to one of the Parties or a Third Party.
5. The Parties shall abide by the Intellectual and Industrial Property Rights, pursuant to the provisions of Paragraph 17 of Article III, and other limitations concerning the reproduction, duplication, utilization or distribution of all materials, products and information which are released by the other Party within the framework of this Agreement.



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

**ARTICLE IX  
CLASSIFIED INFORMATION**

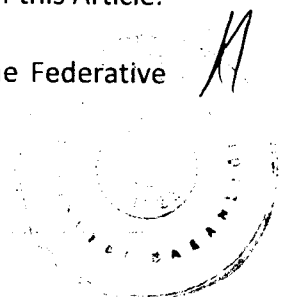
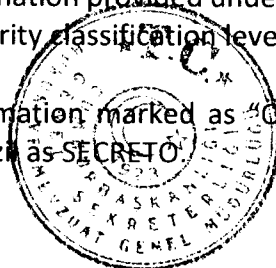
1. The handling of Classified Information that may be exchanged or generated under this Agreement shall be regulated by the Parties through a specific agreement on the exchange and mutual protection of Classified Information.

2. While this specific agreement has not come into force, all Classified Information exchanged or generated under this Agreement shall be protected in accordance with the following principles:

- a. A Party shall not provide any Classified Information to a Third Party without prior written consent of the other Party.
- b. Each Party shall ensure that access to Classified Information is granted based on the Need to know principle.
- c. The Parties shall ensure that the access to Classified Information is granted only to individuals who hold an appropriate Personal Security Clearance or who are otherwise duly authorized by virtue of their functions in accordance with national laws and regulations.
- d. The Classified Information shall only be used for the purpose it has been intended.
- e. The Parties agree that the security classification levels, according to their respective national laws and regulations, should be considered equivalent and correspond as follows:

For the Federative Republic of Brazil	For the Republic of Türkiye
ULTRASSECRETO	ÇOK GİZLİ
SECRETO	GİZLİ
No equivalent (see "g" of this Article)	ÖZEL
RESERVADO	HİZMETE ÖZEL

- f. Classified Information provided under this Agreement must be marked with the equivalent security classification level as established on item "e" of this Article.
- g. Classified Information marked as "ÖZEL" shall be handled by The Federative Republic of Brazil as ~~SECRET~~ SECRETO



- h. The Parties shall notify each other about any change on their respective national laws and regulations related to the security classification levels specified on item "e" of this Article.
- i. Each Party shall ensure that the necessary measures, according to national laws and regulations, are taken to protect Classified Information that is processed, stored or transmitted, in accordance to its security classification level.
- j. Other issues related to the handling of Classified Information, not addressed by this Agreement, shall be mutually coordinated between the National Security Authorities of the Parties.

**ARTICLE X  
QUALITY ASSURANCE**

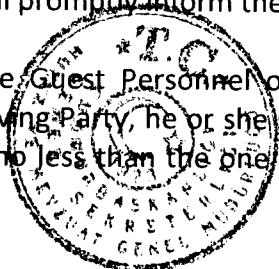
If agreed by the Parties, the cooperation on Quality Assurance shall be established with a separate agreement to be signed between the Parties. Until the signing and entry into force of that agreement, the procedures and general principles shall be specified in the contracts to be concluded between the relevant organizations of the Parties in accordance with their national legislations.

**ARTICLE XI  
COMMITMENTS OF THE PARTIES ARISING FROM OTHER  
INTERNATIONAL AGREEMENTS**

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

**ARTICLE XII  
LEGAL ISSUES**

1. Guest Personnel and their Dependents shall be subject to the laws and regulations in force and the criminal jurisdiction of the Receiving Party during their presence in the territory of the Receiving Party, including their entry, stay and departure. In cases where the jurisdiction of the Receiving Party is applied and the verdict envisages a penalty which does not exist in the legislation of the Sending Party, a type of penalty which exists in the legislation of both Parties shall be applied.
2. In case any of the Guest Personnel or any of their Dependents is detained or arrested, the Receiving Party shall promptly inform the Sending Party of this situation.
3. In case any of the Guest Personnel or any of their Dependents faces a legal investigation or trial in the Receiving Party, he or she shall be entitled to the generally accepted legal protection, which shall be no less than the one enjoyed by the nationals of the Receiving Party.



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4. The activities of the Guest Personnel could be terminated by the Responsible Authorities defined in Article VI if they violate the law of the Receiving Party.

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

### **ARTICLE XIII ADMINISTRATIVE MATTERS**

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

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

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

### **ARTICLE XIV FINANCIAL MATTERS**

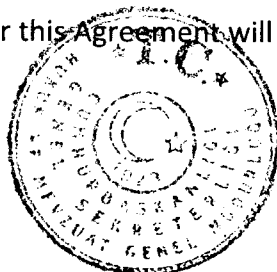
1. The Sending Party shall be liable for the salary, lodging, catering, transportation, per diem and other financial rights of the Guest Personnel assigned to the implementation of cooperation activities under this Agreement.

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

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

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

5. All activities under this Agreement will be subject to the availability of funds of the Parties.



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**ARTICLE XV  
OTHER ISSUES**

1. The Sending Party reserves the right to recall its personnel when deemed necessary. The Receiving Party shall adopt all the measures for the return of the personnel as soon as it receives such a request.
2. In case of the death of any Guest Personnel or any Dependent, the Receiving Party shall inform the Sending Party. Removal of the deceased and other measures for the transport of the remains will be the responsibility of the Sending Party.

**ARTICLE XVI  
DAMAGE/LOSS AND COMPENSATION**

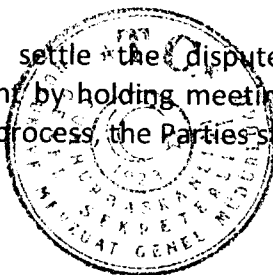
1. Each Party shall compensate the other Party for a damage caused to the latter's property resulting from acts of the Guest Personnel while performing their duties.
2. The laws of the Receiving Party shall be applied to settle the claims for compensation of losses or damages caused intentionally or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

**ARTICLE XVII  
PASSPORT AND CUSTOMS PROCEDURES**

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

**ARTICLE XVIII  
SETTLEMENT OF DISPUTES**

1. The Parties shall settle the disputes arising from the interpretation or implementation of this Agreement by holding meetings in the Commission established as per Article VII. During the settlement process, the Parties shall continue to fulfill their commitments.



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2. In case a dispute cannot be settled in the Commission within 90 days following its assessment, it shall be handled at the level of the Presidency of Defence Industries of the Presidency of the Republic of Türkiye and the Secretary of Defense Products of the Ministry of Defense of the Federative Republic of Brazil. In that case, negotiations shall be initiated within 30 days following the notification of the issue to the relevant authorities of the Parties, and if no solution can be reached within the subsequent 45 days, each Party shall be able to terminate this Agreement, in accordance with paragraph 2 of Article XXI of this Agreement.

#### **ARTICLE XIX AMENDMENTS**

1. Either Party may propose, through diplomatic channels, amendments or revision of this Agreement if so required. Negotiations shall start within 30 days after the receipt of a written proposal. If no result is reached within 90 days, each Party shall be able to terminate this Agreement, in accordance with paragraph 2 of Article XXI of this Agreement.

2. Agreed amendments shall enter into force in accordance with the procedure set forth in Article XX governing the entry into force of this Agreement. All amendments and revisions shall be done in writing.

#### **ARTICLE XX RATIFICATION AND ENTRY INTO FORCE**

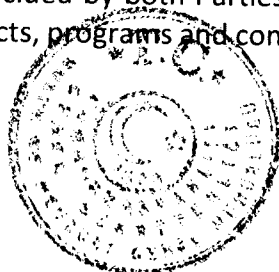
This Agreement shall enter into force on the date of the receipt of the last written notification by which the Parties notify each other, through diplomatic channels, of the completion of their internal legal procedures required for the ratification and entry into force.

#### **ARTICLE XXI DURATION AND TERMINATION**

1. This Agreement shall remain in force for a period of 5 (five) years from the date of its entry into force. Unless either Party sends, through diplomatic channels, a written notice of termination to the other Party 90 days prior to the expiry date, the Agreement shall automatically be extended for successive terms of one-year.

2. Either Party may denounce this Agreement with a written notification through diplomatic channels. Termination of this Agreement shall take effect 90 days after the receipt of the notification, unless the Parties agree otherwise.

3. Unless otherwise decided by both Parties, the provisions of termination shall not affect the implementation of projects, programs and contracts initiated before the termination of this Agreement.



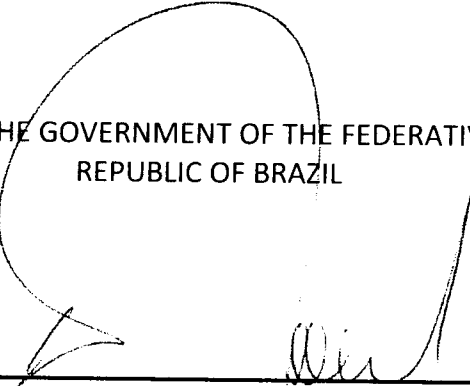
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ARTICLE XXII  
TEXT AND SIGNATURE

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement in two originals in Turkish, Portuguese and English languages, all texts being equally authentic. In case of any divergence in the interpretation of this Agreement, the English text shall prevail.

Done in Brasilia / Ankara.

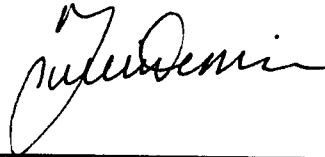
FOR THE GOVERNMENT OF THE FEDERATIVE  
REPUBLIC OF BRAZIL



**Marcos Rosas Degaut Pontes**  
Secretary of Products of Defense of the  
Ministry of Defense

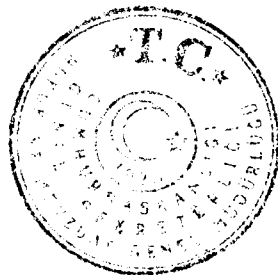
Date: 25 / 03 / 2022

FOR THE GOVERNMENT OF THE REPUBLIC OF  
TÜRKİYE



**Prof İsmail DEMİR**  
President of Defence Industries

Date: 25 / 03 / 2022



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