

**FRAMEWORK AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TURKEY AND THE GOVERNMENT OF THE REPUBLIC OF SUDAN ON THE TRAINING, TECHNICAL AND SCIENTIFIC COOPERATION IN THE MILITARY FIELD**

The Government of the Republic of Turkey and the Government of the Republic of Sudan, hereinafter referred to as the "Parties",

Affirming their commitment to the purposes and principles of the UN Charter,

Emphasizing that the cooperation in various military fields on the basis of Parties' sovereignty, mutual respect and the principals of equality shall contribute to two nations' mutual interests and economic efficiency,

Stating the need in improving the existing friendly relations between two nations in accordance with national legislations, international rules and agreements,

Have agreed as follows:

**ARTICLE-I  
PURPOSE**

1.1. The purpose of the present Agreement is to outline the relations between Parties and establish a cooperation in the fields referred to in Article-IV within the responsibilities of the authorities.

**ARTICLE-II  
SCOPE**

2.1. The present Agreement shall include the exchange of personnel, material, equipment, information and experience in the fields referred to in Article-IV and such other fields as may be determined by Complementary and Implementation Agreements, Memorandum of Understanding, Protocols, and other Arrangements to be signed based upon the present Agreement.

**ARTICLE-III  
DEFINITIONS**

3.1. The definitions used in the present Agreement shall have the following meanings:

3.1.1. **Sending State**; shall mean the State sending personnel, material and equipment to the Receiving State for the purposes of the present Agreement.

3.1.2. **Receiving State**; shall mean the State that has personnel, material and equipment in its territories sent by the Sending State for the purposes of implementing the present Agreement.

3.1.3. **Guest Personnel**; shall mean the military/civil officials of a Party staying in the territory of the other Party for the purposes of the present Agreement.

3.1.4. **Dependants**; shall mean the guest military personnel's spouse and children who depend on him or her in accordance with his own state's legislations.

3.1.5. **Senior Military/Civil Officials**; shall mean the most senior officials of the guest personnel who shall supervise the activities of the guest military/civil personnel that assigned in accordance with the regulation of Sending State within the scope of the present Agreement.

3.1.6. **Cooperation**; shall mean activities based on the principals of the reciprocity in parallel with the issues determined in the scope of the present Agreement in accordance with both Parties' legislations.

#### **ARTICLE-IV AREAS OF MILITARY COOPERATION**

- 4.1. The cooperation between both Parties shall include the following areas:
- 4.1.1. Cooperation in the military training and education.
  - 4.1.2. Cooperation between education institutions and contact visits.
  - 4.1.3. Cooperation in the field of defense industries.
  - 4.1.4. Cooperation between armed forces.
  - 4.1.5. Organization of armed forces, armament and structure of troop units and administration of the personnel.
  - 4.1.6. Cooperation in the field of military intelligence.
  - 4.1.7. Cooperation in logistic and logistic systems.
  - 4.1.8. Cooperation in the field of military medical and health services.
  - 4.1.9. Cooperation in the field of military history, military archives, military publications and museums.
  - 4.1.10. Cooperation in communication, electronic and information systems.
  - 4.1.11. Cooperation in the field of peacekeeping operations.
  - 4.1.12. Cooperation in the field of military law.
  - 4.1.13. Cooperation in the field of cartography, hydrography and military geography.
  - 4.1.14. Cooperation in military science and technology researches.
  - 4.1.15. Exchange of personnel for the purpose of social and professional improvement.
  - 4.1.16. Social, sporting and cultural activities.
  - 4.1.17. Other fields to be agreed by both Parties.

#### **ARTICLE-V PRINCIPLES OF COOPERATION AND IMPLEMENTATION**

- 5.1. Cooperation shall be executed as follows in accordance with the decision of Parties:
- 5.1.1. Meeting and visits of Defense Ministers, Chiefs of General Staff and their deputies or other authorities authorized by the Parties;
  - 5.1.2. Exchange of experience among experts of both Parties in the various fields of activities;
  - 5.1.3. Courses and training that shall be executed in military units and institutions;

5.1.4. Contact between similar military institutions;

5.1.5. Organization of joint negotiations, consultations and meetings and participation in courses and conferences;

5.1.6. Inviting / sending military observers to participate in the execution of joint exercises and in maneuvers and / or training activities;

5.1.7. Exchange of information and training materials;

5.1.8. Exchange of ammunition, material and service from the inventory and logistic support by donation or in return for payment;

5.2. In line with the implementation, Supplementary Implementation Agreements, Memorandum of Understanding, Protocols and Arrangements, the details of which shall be agreed mutually by the Parties according to the present Agreement, may be signed.

## **ARTICLE-VI COMPETENT AUTHORITIES AND ANNUAL IMPLEMENTATION PLANS**

6.1. For the implementation of the present Agreement, the competent authorities:

6.1.1 For the Government of the Turkish Republic: General Staff of the Republic of Turkey

6.1.2. For the Government of the Republic of the Sudan: Defense Ministry of the Republic of Sudan

6.2. For the purposes of the present Agreement, the Parties shall prepare an annual implementation plan regarding joint activities. annual implementation plan for joint activities shall include the name and scope of the activities to be performed, their method of realization, time and place as well as executing institutions, financial matters and other details.

6.3. The Cooperation shall be realized by taking into consideration the mutual interests and needs of the Parties on the basis of the principle of reciprocity.

6.4 Material, technical information and documents which the Parties shall exchange as donations or in return for payment or which they co-produce under the present Agreement, other Agreements or Protocols, shall not be transferred to a third country without mutual consent of the Parties.

6.5. Cooperation between the Parties shall be strengthened through reciprocal visits at all levels provided that they are in the scope of the annual implementation plan.

## **ARTICLE-VII SECURITY OF THE CLASSIFIED INFORMATION AND MATERIAL**

7.1. In accordance with the present Agreement, all classified information, documents and military equipment provided or manufactured by means of material and intellectual property rights shall be preserved, handled, used, formed, exchanged, forwarded and utilized for its purposes.

7.2. The Parties shall give the exchanged information and material or the information and material provided by the other Party a classification degree equal to that given by the other Party and shall protect the information and material.

- 7.3. The information and material received from the other Party shall not be used against the other Party.
- 7.4. Classified information and materials shall only be released to the third parties upon the prior written consent of the Party providing the information.
- 7.5. Classified information and materials shall only be transferred through inter-governmental channels or through channels approved by the Designated Security Personnel of the Parties. The classification degree of this information shall be determined by the Party preparing the information.
- 7.6. The responsibilities of the Parties regarding the protection of the exchanged classified information and prevention of its release shall also continue after the termination of the present Agreement.
- 7.7. The Parties shall respect patent rights, copyrights, useful models and commercial secrets related to the areas of cooperation within the scope of the present Agreement.
- 7.8. When necessary, a separate "Agreement on the Protection and Exchange of Classified Information and Material" may be signed regarding the protection and exchange and protection of information and material in the scope of the present Agreement.

#### **ARTICLE-VIII LEGAL MATTERS**

- 8.1. During their stay in the Receiving State, including entry, residence and exit, the Guest Personnel and their Dependants shall be subject to the laws and other legislation in force, and the right of jurisdiction shall belong to the Receiving State. However the criminal and jurisdictional procedures that do not exist in the legal system of a country (for example death and physical punishments) shall not be adopted during the trial and execution phase, instead the penal system in force which is included in the criminal codes of both countries or which is in accord with the legislation of both Parties shall govern.
- 8.2. In the event that the Guest Personnel and their dependants are arrested, the Receiving State shall immediately inform the Sending State of the incident.
- 8.3. In the event that the Guest Personnel or their Dependants are prosecuted or tried by the Receiving State, the said person shall have the right to benefit from the generally recognized judicial protection not less than those provided to the citizens of the Receiving State.
- 8.4. When the laws of the Receiving State are violated, the activities of the Guest Personnel may be terminated.
- 8.5. Sending State shall have the right to impose disciplinary measures over the Guest Personnel in the territory of the Receiving State. However, competent military authorities of the Receiving Party may give mission-related orders to the Guest Personnel under their command.
- 8.6. Sending State Senior Personnel is given the authority to impose disciplinary measures on its personnel in accordance with the provisions of its own military service and disciplinary legislation.
- 8.7. Nothing in this Agreement abolishes or limits any existing or acquired intellectual property rights, including patents or copyrights of the Parties.

## **ARTICLE-IX INDEMNITY CLAIMS**

9.1. Regarding the loss and damage inflicted upon the persons, properties and environment (whether there is gross negligence and intention or not) during the execution of the activities within the scope of the present Agreement, the legal legislation of the Receiving State shall govern in a way to include the third party indemnities. The Parties shall mutually determine whether the incident is caused by gross negligence or intentionally or not. To that end, an expert delegation shall be set up by the Receiving State. The Sending State may have representatives in this delegation as observer.

9.2. Either Party shall not claim any indemnity in case of injury or death of its personnel during the performance of the activities under the present Agreement unless there is intention or gross negligence.

9.3. Either Party shall waive all indemnity claims, except those situations where damage or loss inflicted on the goods or environment stems from intention or gross negligence.

9.4. Either Party shall compensate all damage and losses it has inflicted on the goods of the other Party (such as weapons/ammunition, material/equipment and fuel oil/oil) due to its deliberate and negligent acts during or due to the performance by the Guest Personnel of the duty.

## **ARTICLE-X ADMINISTRATIVE MATTERS**

10.1. Guest personnel and their Dependants shall not have diplomatic immunity/privileges.

10.2. Receiving State shall not assign the Guest Personnel to duties other than those specified in the present Agreement or further agreements and arrangements unless otherwise agreed by the Parties.

10.3. Military Personnel of the Sending State is entitled to wear his/her own national uniform. If required, the Receiving State shall provide necessary equipment during the performance of an activity.

10.4. Sending State has the authority to withdraw its personnel if it deems necessary. Upon the receipt of such a request, the Receiving State shall take necessary measures as soon as possible for ensuring the return of the withdrawn personnel.

10.5. The leaves of the personnel who will receive education shall be arranged in sub-agreements to be concluded or upon mutual consent.

10.6. Guest personnel and their Dependants may benefit from officers' club and military canteens in accordance with Receiving State's regulation in effect.

10.7. In case of the death of the Guest Personnel or his/her Dependant, the Receiving State shall inform the Sending State of the situation, transport the body to the nearest international airport within its territory and apply all appropriate transport measures, including sanitary protection.

**ARTICLE-XI  
HEALTH SERVICES**

11.1. Guest Personnel shall be fit for the conduct of the activities to be carried out under the present Agreement.

11.2. Guest Military Personnel and their Dependants shall benefit from the medical examination, first aid and emergency dental care facilities at the Receiving State's military hospitals free of charge and on equal conditions with the military personnel of the Receiving State and their dependants.

11.3. Unless otherwise stated in the sub-agreements to be concluded on health matters, health services requiring the use of dental prosthesis, audiovisual and other auxiliary equipment shall be excluded from the scope of free health services and costs of the long-term medical treatment, medicament and other kinds of health services as well as costs made for transporting the patient to his/her country shall be paid by the Sending State.

11.4. All expenses related with the health services provided by the civil institutions shall be paid by the personnel itself.

**ARTICLE-XII  
FINANCIAL MATTERS**

12.1. Personal rights, salaries and financial obligations of the Guest Personnel assigned to conduct those cooperation activities covered by the present Agreement shall be borne by the Sending State according to its own legislation.

12.2. The Receiving State shall decide whether the activities are organized free of charge or at current or reduced charges.

12.3. When finally leaving the territory of the Receiving State, Guest Personnel shall settle his/her personal debts and those of his/her Dependants.

12.4. Guest Personnel and their Dependants shall be subject to the tax regulation prevailing in the Receiving State during their entry in stay and exit from its territory.

**ARTICLE-XIII  
CUSTOMS AND PASSPORT PROCEDURES**

13.1. Guest Military Personnel and their Dependants shall be subject to the rules applicable to foreigners within the territory of the Receiving State.

13.2. When entering and leaving the territory of the Receiving State, Guest Personnel and their dependants shall be subject to the passport and customs regulations of the Receiving State. However, the Receiving State shall provide administrative facilities to the extent possible under its own legislation.

**ARTICLE-XIV  
COMMITMENTS OF THE PARTIES EMERGING FROM OTHER INTERNATIONAL  
AGREEMENTS**

14.1. The provisions of the present Agreement shall not affect the commitments of the Parties emerging from other international agreements and shall not be used against the interests, security and territorial integrity of other states.

**ARTICLE-XV  
SETTLEMENT OF DISPUTES**

15.1. Any dispute arising from the implementation or interpretation of the present Agreement, shall be settled through consultations and negotiations at lowest level and shall not be referred to any national or international court or third party for the settlement. During the process of the settlement of disputes, The Parties shall continue to fulfill their commitments.

15.2. If the dispute cannot be settled within 60 days, the negotiations shall be commenced by the Parties within 30 days for settlement purposes. If no result is obtained within the following 60 days, either Party may terminate the present Agreement upon a 90 (ninety)-day prior notice.

**ARTICLE-XVI  
AMENDMENT AND REVIEW**

16.1. Either Party may propose in writing an amendment or review of any of the provisions of the present Agreement. Negotiations shall start within 30 days from the receipt of the written notification. If no result is obtained through negotiations within 60 days, either Party may terminate the present Agreement with a 90-day written prior notification. Any amendment and change agreed upon shall enter into force according to the provision laid down in Article XVIII.

**ARTICLE- XVII  
DURATION AND TERMINATION**

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

17.2. Unless the Parties do not request in writing the termination of the Agreement 90 days before the termination date the duration of the present Agreement shall be considered to be automatically extended for successive one-year terms.

17.3. If one of the Parties concludes that the other Party does not or cannot comply with the provisions of the present Agreement, it may propose in writing to hold negotiations. The negotiations shall start at the latest within 30 days after the written notification. If no result is obtained within the following 60 days, either Party may terminate the present Agreement with a 90-day written notification.

17.4. The termination of the present Agreement does not affect ongoing programs and activities.

**ARTICLE- XVIII  
RATIFICATION AND ENTRY INTO FORCE**

18.1. The present Agreement shall enter into force on the date of the last written notification notifying the completion of all required procedures for the ratification under national legislation.

**ARTICLE-XIX  
TEXT AND SIGNATURE**

19.1. The present Agreement is done and signed in Istanbul/Turkey on May 10, 2011 in two original copies in Turkish, Arabic and English languages, each text being equally authentic. In case of any disagreement, the English text shall govern.

19.2. In witness whereof, the undersigned representatives, duly authorized by their respective Governments, have signed this Agreement.

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF TURKEY**

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF SUDAN**

**SIGNATURE :**

**SIGNATURE :**

**NAME : Lieutenant General  
Mehmet Emin ALPMAN**

**NAME : Lieutenant General  
Magzoub Rahama EL BADAWE**

**TITLE : Head of the General Plans and  
Policy Division, Turkish General  
Staff**

**TITLE : The Director of the International  
Relations General Directorate -  
Ministry of Defense**