

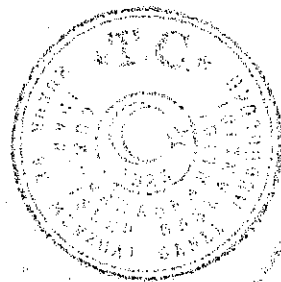
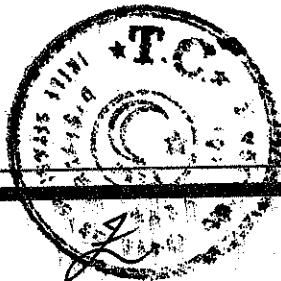
**MILITARY TRAINING COOPERATION
SUPPLEMENTARY AGREEMENT**

BETWEEN

**THE GENERAL STAFF OF
THE REPUBLIC OF TURKEY**

AND

**THE MINISTRY OF DEFENCE OF
THE REPUBLIC OF MOLDOVA**



**MILITARY TRAINING COOPERATION SUPPLEMENTARY AGREEMENT BETWEEN
THE GENERAL STAFF OF THE REPUBLIC OF TURKEY AND THE MINISTRY OF
DEFENCE OF THE REPUBLIC OF MOLDOVA**

PREAMBLE

The General Staff of the Republic of Turkey and the Ministry of Defence of the Republic of Moldova (hereinafter referred to as the "Party" or the "Parties");

Based on the Agreement between the General Staff of the Republic of Turkey and the Ministry of Defence of the Republic of Moldova on Cooperation in Military Fields of Training, Technics and Science, signed on November 19, 1998 (hereinafter referred to as the "Framework Agreement"),

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

Have agreed on the following matters:

ARTICLE 1

PURPOSE

This Supplementary Agreement (hereinafter referred to as the "Agreement") aims to establish mechanisms for cooperation between the Parties in the field of military training.

ARTICLE 2

FIELD OF IMPLEMENTATION

The provisions provided in this Agreement shall apply to those officers, NCOs, specialized sergeants, contracted rank and file, rank and file, cadets and civilian personnel of one of the Parties who are accepted to receive training in the military training institutions, units and military facilities of one of the Parties or who take part in the conduct of the training cooperation activities as well as their Dependents under Article 4 of this Agreement.

ARTICLE 3

DEFINITIONS

In this agreement;

1. **Agreement:** means the present Military Training Cooperation Agreement concluded between the Parties,
2. **Sending Party** means the Party that sends personnel, material and/or equipment to the Receiving Party for the implementation of this Agreement.
3. **Receiving Party** means the Party that hosts the personnel, material and/or equipment of the Sending Party in its territory for the implementation of this Agreement.
4. **Competent Authority:** The competent authorities of the Parties for the implementation of this Agreement are:
 - a. On behalf of the Ministry of Defence of the Republic of Moldova: the Personal and Mobilization Directorate of the Main Staff of the National Army.
 - b. On behalf of the General Staff of the Republic of Turkey: Operations Division of the General Staff.

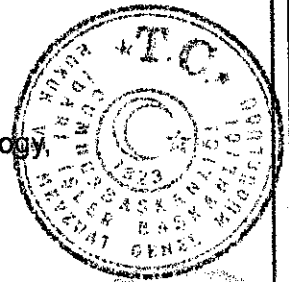
5. **Guest Personnel:** The military personnel or the civilian personnel who are members of the armed forces that either Party sent to the other Party for the implementation of this Agreement.
6. **Dependents:** Dependents mean the accompanying spouses and children of the Guest Personnel within the scope of this Agreement for whom they are responsible looking after under their respective national legislation.
7. **Commander:** Commander means the person commanding the military headquarters, military base or the military unit and who is responsible for the activities of the military personnel sent to be subordinate to him/her.
8. **Senior Military Personnel:** means the person with the highest military rank among the military personnel who is authorized to supervise the activities of the military/civil group sent within the scope of this Agreement and appointed in accordance with the national legislation of the Sending Party.
9. **Guest Cadets:** means the cadets sent by the Sending Party to the military schools of the Receiving Party or the other educational institutions to be determined by the Receiving Party in order to be assigned in the Armed Forces of the Sending Party.
10. **Civilian Personnel:** means the non-military personnel working for the Armed Forces of the Parties and serving in certain posts requiring continuity.
11. **Classified Information:** means the information obtained by the General Staff of the Republic of Turkey or the Ministry of Defence of the Republic of Moldova, or the official information that falls under jurisdiction or control of one of these Parties and requires protection in terms of national security interests and bears security classification. The information may be in oral, visual, magnetic and documental form as well as in hardware or technological form.

ARTICLE 4

FIELDS OF COOPERATION

The Parties shall conduct the following training cooperation activities:

1. Training, education and courses given at the school, training or education centers belong to or designated by Receiving Party,
2. Pre-occupational and job-oriented training at the training centers,
3. On-the-job training in the units, headquarters and agencies,
4. Cooperation and contact visits between units, headquarters and agencies,
5. Mutual/unilateral exchange of cadets/instructors or providing counseling between training and educational institutions,
6. Exchanges of delegations,
7. Invitations of observers to the exercises,
8. Participation in joint exercises,
9. Mutual exchange of information for the improvement of training,
10. Cooperation in the fields of military history, archives and museology,
11. Exchange of training and information on military legal systems,
12. Cooperation in the field of training in logistical matters,
13. Cooperation in the fields of peace support and humanitarian aid,
14. Mutual working visits for military training between the representatives at different representation levels of the Parties.



15. Assignment of personnel for Turkish/Romanian language courses,
16. Cooperation in the fields of cartography and hydrography,
17. Social, sportive and cultural activities.

ARTICLE 5 COOPERATIVE PROCEDURES

1. Training and education shall be given according to the conditions provided in the legislation of Receiving Party.
2. A training request by the Sending Party shall be made to the Receiving Party at the latest in March of the year before the beginning of training or course in accordance with this Agreement. Upon the receipt of the request, the Receiving Party shall review it considering its capabilities and inform the Sending Party of its reply.
3. In extraordinary cases, the Parties shall communicate their requests with a written official notification for short-term training and other courses particularly provided in this Agreement. The additional requests may be included in the planned requirements to the extent possible and through the consultation between the Parties.
4. It is a fundamental principle to provide training in the language of the Receiving Party. However, if requested by the Sending Party courses with a duration of less than three months may be provided through an interpreter. In case training is provided through an interpreter, the Sending Party shall assign sufficient number of military interpreter along with the personnel to be sent for training purposes. The costs of the translation/interpreter for training purposes shall be met by the Sending Party.
5. The Sending Party shall inform the Receiving Party of the final decision on the participation in training, number of course-attendees, flight data and other information at least 45 (forty-five) days before the beginning of training in order to enable the Receiving Party to make necessary arrangements.
6. Cooperation shall be conducted on the basis of respect for legal arrangements of both Parties according to the principles of reciprocity and mutual interests.
7. Requests for training in medical field shall be handled according to the medical regulations of the Receiving Party.

ARTICLE 6 TRAINING CONDITIONS

1. Training of the Guest Personnel and Guest Cadets shall be provided in accordance with the programs of the military institutions or units where training is given. If the course subjects cover those matters related with national security, restrictions may be imposed in this respect.
2. The Receiving Party shall state which equipment and materials, necessary for the Guest Personnel and Guest cadets it will provide during the training period and which of them will be returned to the Receiving Party at the end of training.
3. The personnel to be sent for training and educational purposes shall be selected by the Sending Party according to the criteria determined by the Competent Authority of the Receiving Party. The personnel who do not meet the criteria specified by the Competent Authority of the Receiving Party shall not be accepted for training and education.
4. Subjects regarding the type of examination and training shall be determined by the Receiving Party.

5. For the training with duration of more than 3(three) months and involving vital risk, protocols or technical/administrative arrangement for the said training and education may be conducted if deemed necessary by the Parties: These protocols/technical/administrative arrangements may include the following matters:

- a. Subject of training,
- b. Place of training,
- c. Language, duration and conditions of training,
- d. Rights and duties of the military personnel during the training period,
- e. Beginning and finishing dates of training as well as number of those who will attend the training,
- f. Desired qualifications of the personnel who will be provided with training,
- g. Method of providing security of the military personnel during the training period,
- h. Method of insurance of military persons,
- i. Method of compensation for damage and loss,
- j. Conditions and procedures of payment for training.
- k. Method of reimbursement of health, examination, medical treatment and dental care services other than emergency treatment, first aid and emergency dental care provided,
- l. Arrangements related with board and lodging as well as transportation,
- m. Other arrangements relating to training.

6. The personnel who are sent to attend training/courses and who have successfully completed the specified course program, have succeeded in the examinations organized according to course conditions, have prepared their academic studies such as thesis/projects, etc. according to the specified conditions that have been proved successful shall be awarded a graduation certificate which indicates their successful completion of training program together with the deserved academic degree according to the type of training, if required. (certificate, diploma etc.). The equivalence of the graduation certificate (diploma, certificate, etc.) shall be subject to the approval of the related institution/institutions of the Sending Party under the national legislation of the Sending Party.

7. The Receiving Party shall take necessary measures for the accommodation and security of the Guest Personnel and their Dependents as well as Guest Cadets and ensure that they use other facilities.

ARTICLE 7

PROTECTION OF THE CLASSIFIED INFORMATION

1. The Parties, in accordance with the national legislation, shall ensure the protection of all information, documents, and information on the materials and equipment to be exchanged within the scope of the implementation of this Agreement or joint activities. The security classification of the information exchanged may not be altered. In this context, the Parties shall take those measures applied to protect their own information having the same security classification. The information exchanged shall be given the following security classification levels: top-secret, secret, confidential, or restricted, as appropriate.

2. Either Party shall not disclose, sell or transfer to or share every kind of information exchanged, weapons, materials and equipment obtained or bought during the conduct of the cooperative fields covered by this Agreement or technical documents regarding their

production or other information and documents to third parties without the written consent of the other party.

3. The Parties shall ensure that the access to the classified information and material is made according to need-to-know principle and by personnel with appropriate security clearance.

4. The information obtained during the implementation of the provisions of this Agreement may not be used by one of the Parties against the interests of the other Party or third Parties.

5. The Parties shall continue to be responsible for the protection of the classified information and prevention of declassification even after the termination of this Agreement.

6. In case the information exchanged within the scope of this Agreement is unexpectedly disclosed or leaked out, the Party that realizes this shall immediately inform the other Party of the situation.

7. The Parties shall use the information obtained within the scope of the cooperation provided in this Agreement only for the purposes included in this Agreement.

ARTICLE 8

COMPLIANCE OF THE AGREEMENT WITH OTHER INTERNATIONAL AGREEMENTS

1. The provisions of this Agreement shall not affect the commitments that one of the Parties undertaken within the framework of other international agreements it has concluded.

2. For those the matters not specified in this Agreement, the provisions of the Framework Agreement shall govern.

ARTICLE 9

SPECIAL MATTERS

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

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

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

4. In case of a war, armed conflict, social uprising and international crisis, the Receiving Party may request the Sending Party to recall its personnel. The Sending Party shall immediately meet this request.

5. Guest Personnel and Guest Cadets must liquidate their personal and Dependents' debts when ultimately leaving the Receiving Party's territory for whatever reason. The

Sending Party shall take necessary measures for those personal debts of the Guest Personnel and Guest Cadets that they did not liquidate.

ARTICLE 10 LEGAL MATTERS

1. Jurisdiction:

a. Guest Personnel and their Dependents as well as Guest Cadets shall be subject to the laws and existing legislation of the Receiving Party and the Receiving Party shall hold the criminal jurisdiction.

b. Guest Personnel and their Dependents as well as Guest Cadets shall be subject to the criminal jurisdiction of the Receiving Party. However, following offenses by the Guest Personnel and their Dependents as well as Guest Cadets are under the jurisdiction of the Sending Party:

(1) Offenses committed especially against the property or security of the Sending Party or the Guest Personnel and their Dependents as well as Guest Cadets themselves or their property,

(2) Offenses regarding the education and training of the Guest Personnel and Guest Cadets or offenses arising out of any action or negligence by them during the education and training.

c. In cases where the jurisdiction of the Receiving Party is exercised, if the verdict envisages a penalty which does not exist in the legislation of the Sending Party, a penalty which exists in the legislation of both Parties or which is appropriate shall be applied.

2. Disciplinary Procedures:

a. Guest Personnel and Guest Cadets shall obey the disciplinary rules applied in their troops, headquarters and institutions.

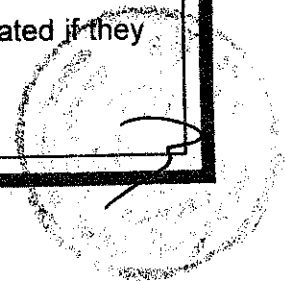
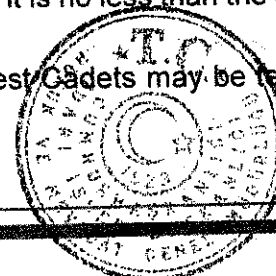
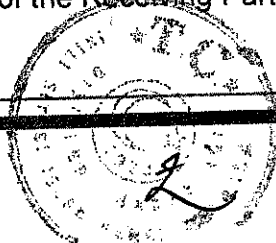
b. Guest Personnel shall be subject to legislation of the Sending Party for the disciplinary penalties. Guest Cadets shall be subject to legislation of the Receiving Party for the disciplinary penalties. The Sending Party shall preserve its exclusive disciplinary authority over the Guest Personnel in the territory of the Receiving Party. However, Competent Authorities of the Receiving Party may give orders to the Guest Personnel under their command as required by the duty.

c. The Competent Authorities of the Parties shall determine a maximum disciplinary point depending on the duration of training and another point for each disciplinary offense in order to apply only in unit trainings. Any personnel that lose the 60 % of his/her disciplinary point shall be regarded as unsuccessful and their tours shall be terminated due to indiscipline in accordance with proper procedures. Disciplinary penalty points shall be given by the superior of the troop, headquarters and institution where the Guest Personnel are trained and/or the Senior Personnel of the Sending Party according to the principles and procedures of the Party concerned.

3. In the event that Guest Personnel and their Dependents as well as Guest Cadet are arrested, the Receiving Party shall promptly inform the Sending Party of the situation.

4. In case any of the Guest Personnel or their Dependents or Guest Cadet confront with a legal investigation or trial in the Receiving Party, this individual shall be entitled to enjoy the generally accepted legal protection, provided that it is no less than the one to which the nationals of the Receiving Party are subject.

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



6. Senior Personnel of the Sending Party are authorized to apply disciplinary measures on their personnel about actions that are not counted as crime in the territories of the Receiving Party in accordance with the provisions of their respective military service and disciplinary laws.

7. Guest Personnel and their Dependents as well as Guest Cadets shall be subject to the existing legislation of the Receiving Party on customs, tax and purchase-sale matters during their entry into, stay in and departure from its country.

8. For those matters not covered by this Agreement, the provisions of the "Framework Agreement" shall apply.

ARTICLE 11 FINANCIAL MATTERS

1. The Receiving Party shall decide whether training is provided for the Guest Personnel and Guest Cadets in return for payment, free of charge or at a discount and whether board and lodging costs shall be met.

2. If it is decided to be paid, the payment shall be done in accordance with the following.

a. For Guest Cadets:

(1) Board,

(2) Lodging,

(3) Allowance (terms and amounts shall be determined by the Receiving Party.)

(4) Dress (according to the rations given to the equivalent cadets of the Receiving Party)

b. For Guest Personnel:

(1) Monthly salary (terms and amount shall be determined by the Receiving Party based on the ranks of the Guest Personnel),

(2) Dress (to be worn by the course-attendeé Guest Personnel only in the training-educational institutions and according to the rations given to the equivalent personnel of the Receiving Party).

3. If training is provided in return for payment, the Receiving Party shall meet the following requirements free of charge:

a. Materials for experiments, laboratories and lessons,

b. Access to the libraries, reading rooms, gymnasiums and other places necessary for training.

c. Domestic travels for training purposes,

d. Military cloth and special equipment necessary for the applied works during the course period in accordance with the legislation applied in the Receiving Party. They shall be returned after the graduation.

4. Flight Training, Physiological Training, Diver Training, Free Diving Tower Training and other kind of training requiring high costs shall be provided at full price.

5. No course fee shall be requested for Turkish language courses to be provided in Turkey (including preparatory language courses offered during the academic education) and Romanian language courses to be provided in Moldova.

6. All transportation costs outside the territory of the Receiving Party shall be borne by the Sending Party.

7. When the Receiving Party decides that the training shall be provided in return for payment, training costs and other expenses of the Guest Personnel and Guest Cadets shall be paid in U.S. Dollar by the Sending Party on the bank account determined by the Competent Authority of the Receiving Party within 60 (sixty) working days following the issue of the invoice till the beginning of training or activity period.

ARTICLE 12 COMPENSATION

1. In the implementation of this Agreement, the laws and regulations of the Receiving Party shall apply to any damage or loss inflicted on persons, properties and environment as well as third party claims.

2. If the Parties shall jointly determine that the damage/loss inflicted on the properties and environment or injury or death of the personnel during the conduct of the activities within the scope of this Agreement involves gross negligence or deliberate act, only this situation shall give rise to the compensation.

ARTICLE 13 ADMINISTRATIVE MATTERS

1. Status of the Guest Personnel and Guest Cadets:

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

b. Guest Personnel and their Dependents as well as Guest Cadets shall not have any diplomatic privileges and immunities.

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

d. Guest Personnel and Guest Cadets, who are allowed to stay in the territory of the Receiving Party shall not perform any political activity or any activity against the Receiving Party.

e. Receiving Party shall give the Guest Personnel and their Dependents (only spouses and children whose age is higher 12) as well as Guest Cadets a special identity card according to their status.

2. Dress:

a. The Guest Cadets who are sent to receive training at war academy and non-commissioned officers' vocational higher-education school must wear the uniform to be provided by the Receiving Party. These cadets may attach a military symbol given by the Sending Party to their uniforms in order to be recognized.

b. Guest Personnel and Guest Cadets shall wear the uniform of their own armed forces in the units and agencies of the Receiving Party and those clothes that the Receiving Party will offer them during training and activities and civilian clothes during other activities.

3. Leave:

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

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

c. The leave except for holidays to be taken outside the territory of the Receiving Party shall be given by the Competent Authority of the Receiving Party in accordance with the agreement reached between the Competent Authorities of both Parties.

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

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

4. Death:

a. In case of death of any Guest Personnel or any Dependent or any Guest Cadet, the Receiving Party shall immediately inform the Competent Authority of the Sending Party of the situation.

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

5. Receiving Party shall take necessary measures for the accommodation and security of the Guest Personnel and their Dependents as well as Guest Cadets and their benefiting from other facilities.

ARTICLE 14

HEALTH SERVICES

1. Guest Personnel and Guest Cadets must have the medical conditions allowing them to carry out any activity under this Agreement. The Receiving Party may request a medical report certifying the medical suitability of these persons.

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

3. Emergency health and dental care services for the Guest Personnel and their Dependents shall be provided by the Receiving Party free of charge. Costs of the examination and treatment services, except for urgent medical and dental care services shall be borne by an appropriate health insurance according to the legislation of the Receiving Party.

4. Insurance premiums and treatment service costs for the Guest Personnel and their Dependents shall be covered by the Sending Party or the Guest Personnel.

5. Guest Personnel and their Dependents may benefit from all health service providers of the Receiving Party covered by this insurance.



ARTICLE 15
SOCIAL ACTIVITIES

1. Guest Personnel and their Dependents as well as Guest Cadets shall benefit from military messes, canteens and military social facilities within the capabilities and in accordance with the legislation of the Receiving Party.
2. Guest Personnel, and Guest Cadets may benefit from social facilities in the garrison, where they serve and that the Receiving Party officially permits, (except for special training centers) within existing capabilities on a daily basis.
3. They may benefit from social facilities in other garrisons (except for special training centers) on a daily basis or for accommodation purposes with the permission of the Receiving Party in accordance with the current legislation and the specified price list.
4. Guest Personnel and Guest Cadets shall benefit from other facilities such as the canteens and mess in the units, headquarters and institutions where they serve or receive education with the permission of the unit commands.

ARTICLE 16
CUSTOMS AND PASSPORT PROCEDURES

1. Guest Personnel and their Dependents as well as Guest Cadets shall be subject to legal arrangements of the Receiving Party regarding the travel of foreigners in the country and customs procedures of the Receiving Party applied during the entry into and exit from the country.
2. In addition, the Receiving Party shall provide all possible facilities under its legislation.

ARTICLE 17
SETTLEMENT OF DISPUTES

1. In case of any contradiction between the provisions of this Agreement and the Framework Agreement dated November 19, 1998, the provisions of the Framework Agreement shall apply.
2. Disputes, which may arise from the implementation or interpretation of this Agreement, shall be settled through negotiations and consultations between the Parties and shall not be referred to any national or international tribunal or to any third party.
3. If no agreement is reached within 90 (ninety) days from the start of the negotiations, the Parties may terminate this Agreement with a 30 (thirty)-day prior written notification.

ARTICLE 18
AMENDMENT AND REVIEW

1. Either Party may propose an amendment or review of this Agreement in writing at any time and this Agreement may be amended or reviewed by the mutual consent of the Parties.
2. Amendments agreed upon shall enter into force in accordance with Article 19 governing the entry into force of this Agreement.

**ARTICLE 19
ENTRY INTO FORCE**

1. This Agreement shall enter into force on the date of the receipt of the last written notification through which the Parties inform each other through diplomatic channels of the completion of their internal legal procedures necessary to that effect.
2. On the date of the entry into force of this agreement "The Supplementary Agreement between the General Staff of the Republic of Turkey and the Ministry of Defence of the Republic of Moldova on the Military Training Cooperation" dated August 15, 2001 shall be terminated.


**ARTICLE 20
DURATION AND TERMINATION**

1. This Agreement shall be concluded for a 5 (five)-year duration and its duration shall be automatically extended for one (1)-year periods, except when one of the Parties informs the other Party of its intention to withdraw from this Agreement at the latest three months before the termination of this Agreement. This Agreement shall remain in force as long as the Framework Agreement remains in force.
2. Unless otherwise agreed by the Parties, the termination of the Agreement shall not affect the ongoing programs and activities.

This Agreement was done in Chisinau on 17 October 2018 in two original copies in Turkish, Romanian and English languages, each text being equally authentic. In case of any difference in interpretation, the English text shall prevail.

In witness whereof, the undersigned, being duly authorized by their respective governments, have signed the present Agreement.

**ON BEHALF OF THE GENERAL STAFF
OF THE REPUBLIC OF TURKEY**

SIGNATURE : 
NAME : HULUSI AKAR
TITLE : MINISTER OF
NATIONAL DEFENSE

**ON BEHALF OF THE MINISTRY OF
DEFENCE OF THE REPUBLIC OF
MOLDOVA**

SIGNATURE : 
NAME : EUGENIU STURZA
TITLE : MINISTER OF DEFENSE

