

**MEMORANDUM OF UNDERSTANDING
REGARDING MILITARY TRAINING COOPERATION
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TURKEY AND
THE GOVERNMENT OF LIBYA**

PREAMBLE

The Government of the Republic of Turkey and the Government of Libya (hereinafter referred to as the "Party" or the "Parties");

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

Have agreed as follows:

**ARTICLE I
PURPOSE**

The purpose of this Memorandum of Understanding is to establish mechanisms for cooperation between the Parties in military training field.

**ARTICLE II
FIELD OF IMPLEMENTATION**

The provisions provided in this Memorandum of Understanding apply to those officers, NCOs, military cadets and civil personnel of one of the Parties, who are received to give training in the military training institutions, units and social facilities of the other Party or involved in the conduct of the training and cooperation activities as well as Guest Military Personnel serving in those units, organizations and facilities where the cooperation activities will be carried out, and their Dependents.

**ARTICLE III
DEFINITIONS**

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

1. **Memorandum of Understanding** means the present Memorandum of Understanding on Military Training Cooperation concluded between the Parties,
2. **Sending State** means the Party that sends personnel, material and equipment to the Receiving State for the implementation of this Memorandum of Understanding,
3. **Receiving State** means the Party that hosts the personnel, material and equipment of the Sending State in its territory for the implementation of this Memorandum of Understanding,
4. **Competent Authority** means the competent authorities of the Parties related with the implementation of this Memorandum of Understanding as follows:

a. For the Government of the Republic of Turkey: Turkish General Staff of the Republic of Turkey,

- b. For the Government of Libya: Ministry of Defence of the Government of Libya
5. **Guest Military Personnel** mean the military or civil persons that the Parties have in the country of the other Party as instructor, trainer, advisor and observer, etc. within the framework of the implementation of this Memorandum of Understanding.
 6. **Dependents** mean the accompanying spouses and children of the Guest Personnel within the scope of this Memorandum of Understanding whom they are responsible to look after under their respective national legislation.
 7. **Commander** means the person commanding the military headquarters, military base or military unit who is responsible for the activities of military personnel sent to be subordinate to him/her.
 8. **Senior Military Personnel** mean the most senior person among the Military Personnel who is authorized to supervise the activities of the military/civil group sent within the scope of this Memorandum of Understanding and appointed in accordance with the national legislation of the Sending State.

ARTICLE IV FIELDS OF COOPERATION

The Parties shall conduct training cooperation activities in the following fields and/or in special fields agreed upon by both Parties regarding the training and education:

1. Training given at staff colleges, Gülhane Military Medical Academy and General Command of Cartography,
2. Training at the Service-subordinate schools (military high schools, military academies, military medical schools, NCOs vocational higher schools and branch schools),
3. Training and education mutually provided by gendarmerie and coast guard organizations,
4. Pre-occupational and job-related training at the training centres,
5. On-the-job training in the units, headquarters and agencies,
6. Cooperation and contact visits among units, headquarters and agencies,
7. Visiting and approaching harbours,
8. Exchanges of delegations,
9. Invitations of observers to the exercises,
10. Participation in joint exercises,
11. Mutual exchange of information for the improvement of the training,
12. Mutual exchange of information in the fields of military history, military museology and military publication,
13. Cooperation in the fields of military medicine and health services,
14. Cooperation in the field of training in logistical matters,

15. Cooperation in peace support operations, such as peacekeeping, humanitarian aid and counter-piracy,
16. Special expertise courses (underwater defence, submarine officer/NCO, diver of 1st class, etc.),
17. Exchange of personnel.
18. Assignment of personnel for Turkish/Arabic language courses.
19. Training for earning officers/NCOs basic military understanding (in groups or on an individual basis) and other similar training.

ARTICLE V COOPERATIVE PROCEDURES

1. Training and education shall be given according to the conditions provided in the legislation of Receiving State.
2. A request by the Sending State for the training shall be made to the Receiving State at the latest in March of the year before the beginning of the training or course under this Memorandum of Understanding. Upon the receipt of the request, the Receiving State shall review it considering its capabilities and inform the Sending State 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 Memorandum of Understanding. The additional requests may be included in the planned requirements to the extent possible and through the consultation between the Parties.
4. The Sending State shall inform the Receiving State of the final decision on the participation in the training, number of course attendees, flight data and other information at least 45 (forty-five) days before the beginning of the training in order to enable the Receiving State to make necessary arrangements.
5. Cooperation shall be made on the basis of respect for legal arrangements of both Parties according to the principles of reciprocity and mutual interests.

ARTICLE VI TRAINING CONDITIONS

1. Training of the Guest Military Personnel shall be provided in accordance with the programs of the military institutions or units where the training is given. If the course subjects cover those matters related with national security, restrictions may be imposed in this respect.
2. The Receiving State shall determine which equipment and material necessary for the Guest Military Personnel it will provide to them during the period of the training and which of them will be returned to the Receiving State when the training ends.
3. The personnel to be sent for training and educational purposes shall be selected by the Sending State according to the criteria determined by the Receiving State. Those personnel who do not satisfy the criteria determined by the Receiving State shall not be accepted for the training and education.
4. Arrangements regarding the type of examination and training shall be defined by the Receiving State.
5. Training may be conducted upon the agreement by the Parties on the following matters regarding the conduct of training and education, if deemed necessary:

- a. Subject of the training,
 - b. Place of the training,
 - c. Duration and conditions of the training,
 - d. Rights and duties of the military personnel during the period of training,
 - e. Beginning and end of the training as well as number of those who will attend the training,
 - f. Desired qualifications of the personnel who will have training,
 - g. Method of providing security of the military personnel during the period of training,
 - h. Method of insurance of military persons,
 - i. Method of compensation for damage and loss,
 - j. Conditions and procedures of payment for training,
 - k. 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 related with the training.
6. The Receiving State shall take necessary measures related with the residence and security of the Guest Military Personnel and their enjoying from other advantages.
7. The personnel who are sent to attend the training/courses, have completed the specified course program, succeeded in the examinations organized according to course conditions and developed thesis/projects shall be awarded a certificate showing that they have completed the appropriate specialization or training program (academic degree). The equivalence of the diploma (document, certificate) is subject to the approval of the higher education institutions of the Sending State under national legislation.

ARTICLE VII

PROTECTION OF THE CLASSIFIED INFORMATION

1. The Parties, in accordance with the national legislation, commit themselves to providing security of the information, document and all information related with the material and equipment exchanged within the scope of the implementation of this Memorandum of Understanding or joint activities. The security classification of the information exchanged may not be altered. In this context, they shall take those measures applying to protect their own information carrying the same security classification. Security classification shall be as follows: Top Secret, Secret, Confidential, Restricted and Unclassified.
2. Either Party shall not sell or transfer the weapons, materials and equipment obtained or received during the conduct of the areas of cooperation covered by this Memorandum of Understanding or technical documents regarding their production or other information and documents to third parties or share them with these nations or legal persons without the written consent of the other party.

3. The Parties shall use the information obtained within the scope of the cooperation provided in this Memorandum of Understanding only for the purposes of this Memorandum of Understanding.

4. The Parties shall continue to be responsible for the protection of the classified information and prevention of the lifting of their security classification even after the termination of this Memorandum of Understanding.

5. In case the information exchanged within the scope of the present Memorandum of Understanding is unexpectedly disclosed or leaks out, the Party discovering this fact immediately informs other Party of the situation.

ARTICLE VIII COMPLIANCE OF THE MEMORANDUM OF UNDERSTANDING WITH OTHER INTERNATIONAL MEMORANDA OF UNDERSTANDING

The provisions of this Memorandum of Understanding shall not be to the prejudice of the rights and obligations of the Parties which arise from other international agreements/memoranda of understanding the Parties have concluded.

ARTICLE IX SPECIAL MATTERS

1. The Guest Military Personnel and their Dependents 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 State or participate in the activities to the prejudice of the interests and internal security of the Receiving State. Guest Military Personnel and their Dependents shall not carry out the activities other than those specified in this Memorandum of Understanding and shall not conduct any other activity.

2. The status of the Guest Personnel, who will not be able to participate in the training/education program due to mental incapacity, lack of discipline and medical reasons, shall be determined by the decision of the military school and academy 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 from the competent authorities.

3. The Sending State reserves the right to withdraw the Guest Military Personnel and their Dependents in the Receiving State's territory at any time without giving any reason, if it deems necessary. The Receiving State shall facilitate the return of these personnel to their country as soon as possible.

4. In case of a war, an armed conflict, a social uprising and an international crisis, the Receiving State may request the Sending Nation to recall its personnel. The Sending State shall take necessary measures to ensure the immediately meeting of this request.

5. The Guest Military Personnel shall liquidate their own and their Dependents' debts when ultimately leaving the territory of the Receiving State. In case of urgent withdrawal, the debts of the Guest Military Personnel and their Dependents shall be paid by the Sending State based on a reasonable invoice to be issued by the Receiving State.

ARTICLE X LEGAL MATTERS

1. The Guest Military Personnel and their Dependents shall be subject to the laws, other regulations and jurisdiction of the Receiving State in effect during their stay in the territory of

the Receiving State, including their entry into, stay in and departure from that territory. In cases where the jurisdiction of the Receiving State is applied and the judgment provides for a sentence which is not covered by the legislation of the Sending State, a type of sentence which is embodied in the legislation of both States or appropriate for the Parties shall be applied.

2. In case the Guest Military Personnel or their Dependents are arrested, the Receiving State shall promptly inform the Sending State of the situation.

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

4. The Sending State preserves its exclusive disciplinary power over the Guest Military Personnel. However, competent military authorities of the Receiving State may give orders to the Guest Military Personnel under their command as required by the duty.

5. Senior Personnel of the Sending State are authorized to apply disciplinary measures on their personnel in accordance with the provisions of their respective military service and disciplinary laws.

6. The Guest Military Personnel and their Dependents shall be subject to the legislation of the Receiving State in effect regarding the customs, tax and buying and selling during their entry stay and departure.

ARTICLE XI FINANCIAL MATTERS

1. The Sending State shall be liable for the salary, board and lodging, transportation, per diem and other financial rights of the Guest Military Personnel assigned for the conduct of cooperation activities under this Memorandum of Understanding.

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

3. If the Receiving State decides that the activities are conducted free of charge, the Receiving State is obliged to meet the following requirements of the Guest Military Personnel according to its own terms and procedures:

a. For military cadets:

- (1) Board and lodging during the period of training,
- (2) Daily allowance,
- (3) Training-education costs,
- (4) Uniform

b. For officers and non-commissioned officers:

- (1) Monthly salary
- (2) Training-education costs,
- (3) Uniform

4. If the Receiving State decides that the activities are conducted in return for payment, the Sending State is obliged to meet the following requirements of the Guest Military Personnel according to its own terms and procedures:
 - a. Training fees,
 - b. Board and lodging during the whole period of training,
 - c. Financial support according to its own internal legislation,
 - d. Costs and personal expenses of the Military Personnel while on leave,
 - e. Services/costs in no relation with training duties.
5. In both cases, the Receiving State is obliged to meet the following requirements:
 - a. Material for experiments, laboratory and courses, weapons, technical devices and ammunition for exercises and other material as well as tools necessary for the training.
 - b. Access to the libraries, reading rooms, gymnasiums and other places necessary for the training.
 - c. Domestic travels for training purposes,
 - d. Military cloth and special equipment necessary for the applied works for the course provided that they are returned after the graduation in accordance with the legislation applied in the Receiving State.
 - e. Foreign travels are not obligatory. Such a travel shall be made upon approval of the Sending State.
6. Turkish language courses to be provided in Turkey and Arabic language courses to be provided in Libya (including preparatory language courses during academic education) shall be at no charge.
7. Flight training, physiological training, diver training, free diving tower training and other kind of training requiring high costs shall be provided at the full price.
8. In case the Receiving State decides that the training should be given in return for payment, the costs set forth in the 1st paragraph of this Article shall be paid by the Sending State on the bank account opened by the competent authority of the Receiving State within 30 (thirty) days following the end of the training period or activity in U.S. Dollar at the current exchange rate at the date of payment.

ARTICLE XII

INDEMNITIES

1. The Parties shall indemnify for damage and loss that their personnel inflict on goods and property of the other Party (weapon/ammunition, material/equipment, etc.) due to their wilful misconduct, gross negligence or wrong behavior during their duty.
2. In case of damage and loss, a board shall be set up under the chairmanship of the Receiving State or third parties to determine the responsibility of the personnel and indemnity to be paid.
3. For the indemnity for damage and loss to be inflicted on goods of natural and legal persons (whether intentionally or not), the laws of the Receiving State shall prevail.

4. In case of injury or death of the personnel of the Sending State during the performance of the activities under this Memorandum of Understanding, the Sending State shall not claim indemnity.

ARTICLE XIII ADMINISTRATIVE MATTERS

1. Status of the Guest Military Personnel:

a. The Sending State shall inform their personnel of the status, rights, responsibilities, duties, scope of the training to be given, terms of board and lodging and financial matters within the framework of the present Memorandum of Understanding. Guest Military Personnel shall respect the traditions, culture and values of the Receiving State.

b. The Guest Military Personnel and their Dependents shall not have any diplomatic privilege of immunity.

c. Unless otherwise agreed by the Parties, the Receiving State shall not assign any tasks to the Guest Military Personnel other than those specified in this Memorandum of Understanding or any agreements or arrangements to be concluded based on this Memorandum of Understanding.

d. The Guest Military Personnel and their Dependents, who are permitted to stay in the Receiving State, shall not conduct any political activity or activity against the Receiving State.

2. Dress:

a. The cadets who are sent for receiving training at military high school, war academy and non-commissioned officers' vocational school must wear the uniform provided by the Receiving State. These cadets may attach a military symbol given by the Sending Nation to their uniforms in order to be recognized.

b. The Guest Military Personnel shall wear the uniform of their own armed forces in the units and institutions of the Receiving State and they shall wear civil dress outside these units and institutions.

c. However, the Receiving State shall provide the Guest Military Personnel with the same training and working cloths as those worn by its own armed forces to conduct the activities.

3. Leave

a. The holidays, leave and other absence of the Guest Military Personnel shall be regulated in accordance with the training plan and the rules applied to the personnel of the Receiving State of the same position. In case the Guest Military Personnel resides in the Receiving State in those times other than training/education term, all expenses shall be borne by the Sending State.

b. The Guest Military Personnel may be regularly absent from the training in a period determined by the relative Training Institution upon the approval of the sick leave report by the military hospitals of the Receiving State. In case the related person is not able to resume his/her duties at the end of the sick leave, his/her activity may be terminated and he/she may be replaced by other personnel with the consent of the Receiving State.

c. The leaves except those outside the territory of the Receiving State shall be given by the competent authorities of the Receiving State according to the agreement between the competent authorities of both Parties.

d. The Guest Military Personnel shall be subject to working hours and the related regulations applied in the Receiving State.

e. All transportation costs outside the territory of the Receiving State shall be borne by the Sending State. The Receiving State may provide transportation support within the scope of the training or mission.

4. Death:

a. In case of death of any Guest Military Personnel or any Dependents, the Receiving State shall immediately inform the competent authorities of the Sending State of the situation.

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

ARTICLE XIV HEALTH SERVICES

1. The Guest Military Personnel and their Dependents shall benefit from the emergency medical examination, first aid and emergency dental care facilities in the military hospitals of the Receiving State in equal terms with its military personnel and their dependents. Costs of all other medical examination, treatment, medicament and every kind of health service as well as expenses for the transfer of the sick personnel to their country shall be borne by the Sending State.

2. The following services are excluded from the scope of reciprocal emergency medical examination and dental care support:

- a. Treatments made by civilian doctors and dentists,
- b. Patient transports by non-military ambulances,
- c. Anti-aging cures, osteoporosis treatment, auxiliary reproduction techniques and special treatment methods,
- d. Optical and hearing aid,
- e. Orthopaedic and other auxiliary devices,
- f. Artificial limbs,
- g. Services and products of dental laboratories,
- h. Maternity services.

3. All kinds of expenses related with the medical services provided by civilian institutions shall be borne by the personnel themselves.

4. The expenses of medical examination, treatment and other kind of medical service except for emergency medical examination, first aid and emergency dental care provided to the Guest Military Personnel and their Dependents shall be reported to the competent

authority of the Sending State either at the end of each training and course period of every 3 (three) months based on the price list of medical treatment, examination, analysis, intervention, operation and treatment upon the preference of the competent authority of Receiving State. The competent authority of the Sending State shall make the payment to the bank account notified by the competent authority of the Receiving State not later than 1 (one) month after the notification date in U.S. Dollar at the current exchange rate at the date of payment and transmit the receipt to the competent authority of the Receiving State.

ARTICLE XV SOCIAL ACTIVITIES

Military Personnel and their Dependents may benefit from military mess halls, canteens, shops and military social facilities within the existing capabilities under Receiving State's legislation.

1. They may benefit from social facilities in the garrison (except for recreation camps), where the personnel serve and which the Receiving State officially permits them to use, on a daily basis,
2. They may benefit from social facilities in other garrisons (except for recreation camps) on a daily basis or for accommodation purposes with the permission of the Receiving State in accordance with the current legislation and the specified price list.
3. The Guest Military Personnel shall benefit from other facilities such as the canteens and table d'hôte in the units, headquarters and institutions where they serve or receive education with the permission of the unit commands.

ARTICLE XVI CUSTOMS AND PASSPORT PROCEDURES

1. The Guest Military Personnel and their Dependents shall be subject to legal arrangements regarding the travel of foreigners in the country and customs procedures of the Receiving State applied during entry into and exit from the country.
2. In addition, the Receiving State shall provide those facilities available under its legislation.

ARTICLE XVII SETTLEMENT OF DISPUTES

1. Disputes which may arise from the implementation or interpretation of this Memorandum of Understanding shall be settled through negotiations and consultations between the Parties and shall not be referred to any national, international tribunal or third party for the settlement.
2. If the dispute is not settled within 90 (ninety) days after the start of the negotiations, the Parties may terminate the present Memorandum of Understanding with a 30(thirty)-day prior written notice.

ARTICLE XVIII AMENDMENT AND REVIEW

1. This Memorandum of Understanding may be amended or reviewed at any time by the mutual consent and upon the written request of the Parties.

2. Negotiations shall start within 30 (thirty) days from the receipt of the written notification by the other Party. Amendments agreed in writing by the Parties shall enter into effect in accordance with Article XIX of this Memorandum of Understanding.

3. If no result is obtained within 45 (forty five) days after the commencement of negotiations in accordance with the related provision of this Memorandum of Understanding, the Parties may terminate this Memorandum of Understanding with a 30-(thirty) day prior written notification.

ARTICLE XIX RATIFICATION AND ENTRY INTO FORCE

This Memorandum of Understanding shall enter into force from the date of receipt of the last notification through diplomatic channels by which the Parties inform each other of the completion of the internal legal procedures necessary for the entry into force of the present Memorandum of Understanding.

ARTICLE XX DURATION AND TERMINATION

1. This Memorandum of Understanding has been concluded for a 5-year duration. Unless one of the Parties requests in writing the termination of this Memorandum of Understanding 90 (ninety) days before its expiry, the duration of this Memorandum of Understanding shall automatically be extended for 1 (one)-year periods.

2. If one of the Parties comes to the conclusion that the other Party does not or cannot comply with the provisions of the Memorandum of Understanding, it may propose in writing to hold negotiation. The negotiations shall start at the latest within 30 (thirty) days after the receipt of the prior written notification. If no result is obtained within the following 60 (sixty) days, either Party may terminate this Memorandum of Understanding with a 90-day written notice.

3. Unless otherwise agreed by the Parties, the termination of the Memorandum of Understanding shall not affect the ongoing programs and activities.

ARTICLE XXI TEXT AND SIGNATURE

This Memorandum of Understanding is done in ANKARA on 4/4/2012 in two original copies in Turkish and English languages, each text being equally authentic. In case of any disagreement, the English text shall govern.

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

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

**FOR THE GOVERNMENT OF
LIBYA**

SIGNATURE :

SIGNATURE :

NAME : Salih SEVİL

NAME : El Siddik El Mabruk

RANK : Brigadier General

RANK : Deputy Ministry of Defence

TITLE : Chief of TGS Training Division

TITLE :