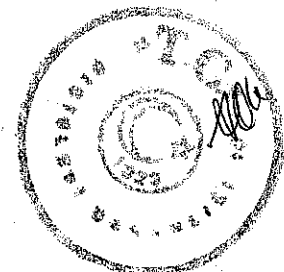
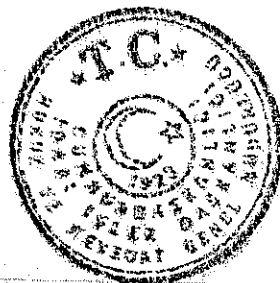


MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
AND
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF
SOMALIA
ON COOPERATION
IN THE FIELD OF ENERGY AND MINING



The Government of the Republic of Turkey and the Government of the Federal Republic of Somalia (hereinafter referred to individually as a "Party" and collectively as the "Parties");

Considering the willingness of both Parties in further strengthening the existing friendly relations;

Noting the importance of intensifying and extending the economic and social cooperation between the Parties;

Recognizing that the energy and mining sector offers opportunities for the mutual benefit of both Parties;

have agreed on the followings:

ARTICLE 1 OBJECTIVE

This Memorandum of Understanding between the Government of the Republic of Turkey and the Government of the Federal Republic of Somalia on Cooperation in the Field of Energy and Mining (hereinafter referred to as the "MoU") aims to establish a comprehensive cooperation and sets out certain principles for cooperation between the Parties in the fields of energy and mining, with the purpose of developing and promoting the sectors of petroleum, gas, electricity, mineral and mining, as well as petro-chemistry, on the basis of equality, mutual respect for sovereignty and the mutual benefits of both Parties.

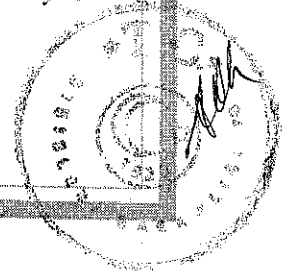
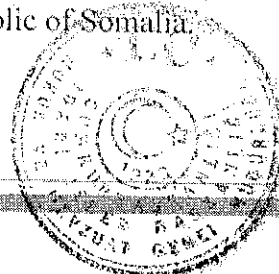
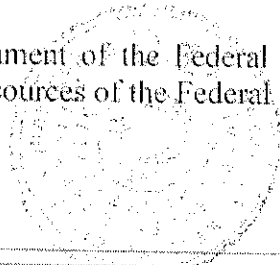
ARTICLE 2 SOVEREIGNTY

Nothing in this MoU shall affect the sovereign rights of the Republic of Turkey and/or the Federal Republic of Somalia on their territory and/or on their natural resources in accordance with the national laws and regulation and/or the norms of the International Law.

ARTICLE 3 COMPETENT AUTHORITIES

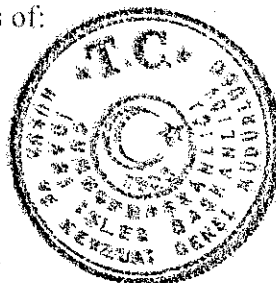
The competent authorities responsible for the implementation of this MoU are;

- on behalf of the Government of the Republic of Turkey; the Ministry of Energy and Natural Resources of the Republic of Turkey,
- on behalf of the Government of the Federal Republic of Somalia; the Ministry of Petroleum and Mineral Resources of the Federal Republic of Somalia.



ARTICLE 4 COOPERATION

1. The Parties shall improve their cooperation in the field of energy through:
- a) the exchange of information and experiences related to the development of their energy sectors, in accordance with their respective national laws and regulations;
 - b) the exchange of experience and expertise on the legal framework of their energy sectors, including contractual processes related to hydrocarbon activities;
 - c) supporting joint investments for the exploration and extraction of hydrocarbon resources, as well as the marketing of the manufactured hydrocarbon products;
 - d) the development of projects in the areas of:
 - i. geosciences and reservoir engineering; petrochemical and derived products;
 - ii. exploration, production and refining of hydrocarbons;
 - iii. natural gas processing, storage, transportation, marketing and distribution; and
 - iv. the development and maintenance of infrastructure and associated technologies regarding hydrocarbons;
 - e) training of human resources in the field of energy; and
 - f) supporting joint seminars, conferences, exhibitions and other meetings aiming the attraction of investments in the field of energy.
2. The Parties intend to implement specific projects in order to ensure their energy supply security.
3. The Parties shall improve their cooperation in the field of mining through:
- a) the exchange of information, experiences and experts related to the development of their mining sectors, in accordance with their respective national laws and regulations;
 - b) the exchange of experience and expertise and conducting joint studies on the legal framework concerning their mining sectors by reviewing laws and regulation and country practices of both Parties in the field of mining;
 - c) supporting joint investment for the exploration of mining resources, as well as the marketing of manufactured mining products;
 - d) the development of projects in the areas of:
 - i. prospecting and exploration;
 - ii. development and construction;
 - iii. operation and production; and



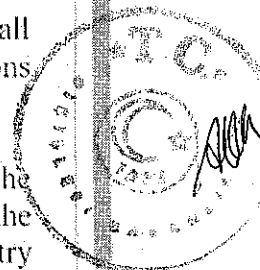
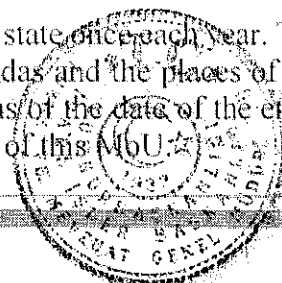
e) supporting joint activities (seminars, conferences, exhibitions and other meetings aiming the attraction of investments), programs for training of human resources in the field of mining.

ARTICLE 5 INVESTMENT

1. The Parties indicate that there are many potential investment areas in the energy and mining sectors for public and private investors.
2. The Parties shall encourage their respective private and state-owned companies to invest in the energy and mining sectors in both countries subject to the normal investment protocols as may be required by law.
3. The Parties shall support their respective private and state-owned companies to establish joint ventures and/or companies which would operate in the energy and mining sectors in both countries.
4. Subject to Article 5(2) *supra*, the Somalian Party shall permit an entity nominated by the Turkish Party to implement projects both/either directly and/or through a subsidiary established by this state-owned company and/or an entity nominated by the Somalian Party, for the construction, operation and maintenance of coal-fired power plants and coal trade (including import and export of coal) within the territory of the Federal Republic of Somalia in the field of coal mining.

ARTICLE 6 JOINT WORKING GROUPS ON ENERGY AND MINING

1. With the purpose of realizing the issues primarily enumerated in the Article [4.1] and [4.2] of this MoU, a Joint Energy Working Group (hereinafter referred to as "JEWG") shall, where appropriate, be established.
2. In order to analyze and implement the works enumerated in the Article [4.3] of this MoU and to jointly develop respective plans of cooperation, the Parties shall, where appropriate, establish a Joint Mining Working Group (hereinafter referred to as "JMWG").
3. The Parties shall each appoint an official to act as its representatives on both JEWG and JMWG (the "**Representatives**"). The Representatives shall jointly decide the agenda and objectives of the meetings of the JEWG and JMWG.
4. The JEWG and JMWG, co-chaired by the Representatives from each Party, shall consist of delegates and experts of relevant ministries, institutions and administrations of the Parties as determined by the Representatives.
5. The JEWG and JMWG shall meet alternately in each Party's state, once each year. The Representatives shall jointly decide the objectives, the agendas and the places of the first meetings of the JEWG and JMWG within six months as of the date of the entry into force of this MoU in accordance with the Article [13.1] of this MoU.



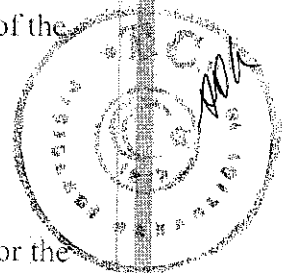
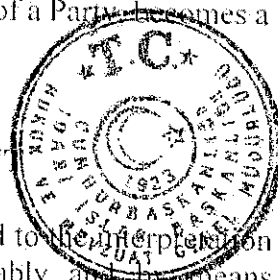
6. As part of the mechanisms intended to achieve by this MoU, the JEWG and JMWG shall, when necessary, establish ad-hoc group(s) for the purpose of exchanging information and implementing agreed objectives with the mutual consent of both Parties. These group(s) shall include representatives from both countries representing public and private sector with the aim of exchanging reports and studying respective projects.
7. The transportation and accommodation expenses of the participants attending meetings of the JEWG or JMWG or cooperation programs under this MoU will be paid by the respective Party.

ARTICLE 7 CONFIDENTIALITY

1. Information transferred under this MoU shall be used exclusively in accordance with and for the purposes of this MoU.
2. Each Party agrees that the existence and terms of this MoU and all information furnished and disclosed to either Party in connection with this MoU, except information in the public domain or lawfully in the possession of a Party prior to the date of this MoU, shall be considered confidential ("**Confidential Information**") and shall not be disclosed to any other person or entity without the prior written consent of the Party which owns or has provide/disclosed such Confidential Information.
3. Irrespective of any termination of this MoU, this obligation of confidentiality under this MoU shall survive and remain in force without time limit.
4. Notwithstanding the foregoing, Confidential Information may be disclosed without consent of other Party and without violating the obligations contained in this Article in the following circumstances:
 - a) to legal advisors, financial advisors and other advisors or contractors engaged, or proposed to be engaged, by any Party where disclosure of such information is essential to such advisors' or contractors' work for such Party, subject to each Party taking sufficient precautions to ensure such information is kept confidential;
 - b) to its respective employees and civil servants, subject to each Party taking sufficient precautions to ensure such information is kept confidential; and
 - c) to the extent any information which, through no fault of a Party, becomes a part of the public domain.

ARTICLE 8 DISPUTE SETTLEMENT

Any dispute that may arise between the Parties in regard to the interpretation and/or the implementation of this MoU shall be settled amicably and by means of direct negotiations between the Parties, through diplomatic channels.



**ARTICLE 9
EXPENSES**

The costs to be incurred as a result of the activities relating to the implementation of cooperation in accordance with this MoU shall be covered by the Party that incurs them, unless otherwise agreed by the Parties in written. None of the Parties shall incur expenses and/or undertake financial obligations on behalf of the other Party, without its prior written consent.

**ARTICLE 10
HUMAN RESOURCES**

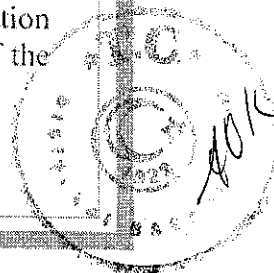
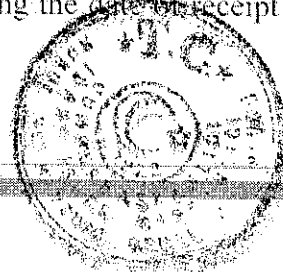
The personnel sent by one of the Parties to the other Party shall work in compliance with relevant multilateral and bilateral international agreements in force to which the Republic of Turkey and/or the Federal Republic of Somalia are parties, as well as the laws and regulations of both Parties. These personnel may neither be involved with any other activity beyond their duties, nor receive remuneration except for their duties stipulated under this MoU, without the written consent of the Parties.

**ARTICLE 11
ENTIRE AGREEMENT**

This MoU constitutes the entire agreement between the Parties with respect to the subject matter of this MoU and supersedes any prior written or oral agreement between the Parties with respect to such subject matter.

**ARTICLE 12
ENTRY INTO FORCE, AMENDMENTS, DURATION AND TERMINATION**

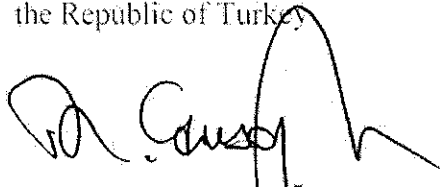
1. This MoU shall enter into force on the date of the receipt of the last written notification by which the Parties inform each other, through diplomatic channels, of the completion of their internal legal procedures required for its entry into force.
2. This agreement may be amended by the mutual written consent of the parties at any time. The amendments shall enter into force in accordance with the procedure prescribed in the above paragraph of this article.
3. This MoU shall remain in force for a period of five (5) years. It shall be automatically renewed for a further period of five (5) years unless one of the Parties gives written notice to the other Party, through diplomatic channels, of its desire not to renew this MoU six (6) months prior to the expiration of the respective period.
4. Either Party may terminate this MoU at any time by written notification to the other Party of its intention to terminate this MoU through diplomatic channels. The termination of this MoU shall be effective after six (6) months following the date of receipt of the written notification for termination.



5. The termination of this MoU shall not affect the ongoing implementation of the programs and/or projects that have been initiated during the validity of this MoU but not completed by the date of the termination of this MoU, unless otherwise mutually agreed by the Parties in writing.


Done in Mogadishu on 3 June 2016, in two (2) original copies, each in Turkish, Somali and English languages, all texts being equally authentic. Should a dispute arise regarding the interpretation of the provisions of this MoU, the English text shall prevail.

On behalf of
the Government of
the Republic of Turkey



Mevlüt ÇAVUŞOĞLU
Minister of Foreign Affairs

On behalf of
the Government of
the Federal Republic of Somalia



Abdusalam H. OMAR
Minister of Foreign Affairs
and Investment Promotion

