

**AGREEMENT BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF TURKEY AND  
THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN  
ON MILITARY COOPERATION**

The Government of the Republic of Turkey and the Government of the Republic of Kazakhstan, hereinafter referred to as the "Party" or the "Parties";

Confirming their commitment to the aims and principles of the Charter of the United Nations,

Basing on the generally recognised norms and principles of international law and taking into account international commitments of both states,

Striving for long-term military cooperation based on mutual respect, trust and consideration of the interests of both states,

Have agreed upon the following:

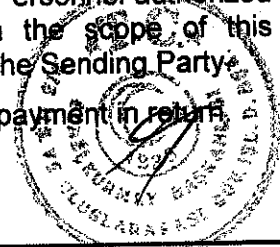
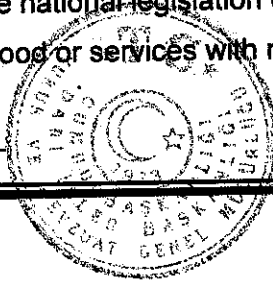
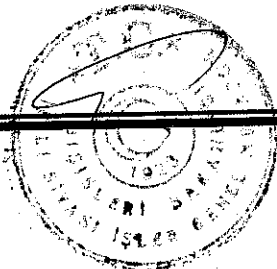
**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to further develop military cooperation based on the principles of equality and mutual benefit between the Parties.

**ARTICLE II  
DEFINITIONS**

The definitions used in this Agreement shall have the following meanings:

1. **"Sending Party"** means the Party sending personnel, material and equipment to the territory of the Receiving Party for the implementation of this Agreement,
2. **"Receiving Party"** means the Party hosting in its territory the personnel, material and equipment of the Sending Party for implementation of this Agreement.
3. **"Guest Personnel"** means the military personnel or the civilian persons who are the members of armed forces and sent by one Party to the territory of the other Party for the implementation of this Agreement.
4. **"Guest Student"** refers to the student sent by the Sending Party to the Receiving Party's military schools or other educational institutions determined by the Receiving Party and assigned to Sending Party's Armed Forces.
5. **"Dependents"** means the spouse and children of the Guest Personnel whom he or she is responsible for looking after in accordance with national legislation of the Sending Party.
6. **"Senior Personnel"** means the senior person among the Guest Personnel authorized to supervise the activities of the military/civilian group sent within the scope of this Agreement and appointed in accordance with the national legislation of the Sending Party.
7. **"Grant"** means donation or transfer of a good or services with no payment in return.



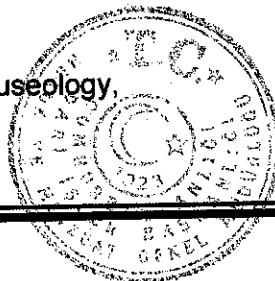
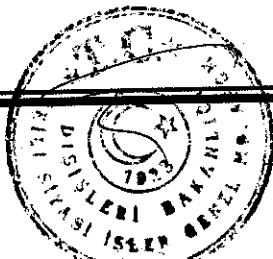
8. "Services" means based on an agreement between Parties provision of training, technical data, maintenance, fixing, rescue (in case of emergency), counselling support and allocation of every type of military vessels, weapons, equipment, buildings and land.

9. "Logistical Support" includes sale, grant, transfer, allocation and exchange of supplies and services.

### ARTICLE III FIELDS OF MILITARY COOPERATION

The Cooperation between the Parties shall include the following fields:

1. Military training and education:
  - a. Training, education and courses at military schools, training and education centres, other educational institutions determined by Receiving Party,
  - b. On-the-job training at units, headquarters and institutions,
  - c. Exchange of Guest Student/Guest Personnel mutually/unilaterally between educational and training institutions or consultancy,
  - d. Mutual contact visits and exchange of knowledge for the improvement of training and education.
2. Joint exercises and trainings,
3. Defence industry,
4. Military visits,
5. Military intelligence,
6. Logistic cooperation, Grant and Logistical Support,
7. Military medical and health services,
8. Communications, electronics, information systems and cyber defence,
9. Peacekeeping, humanitarian aid operations,
10. Military law systems,
11. Mapping, hydrography, topography and navigation,
12. Environmental safety and environmental protection,
13. Nuclear, radiation, biological and chemical protection,
14. Hydrometeorology,
15. Exchange of military personnel and units,
16. Military scientific and technological research areas,
17. Social, sports and cultural activities,
18. Defence against mines and improvised explosive devices,
19. Natural Disaster Relief Operation,
20. Military history, archives, publication and museology,



21. Sharing information and experience on personal rights and social facilities in military service.

With the aim of implementing specific fields of military cooperation, Parties may conclude separate international agreements.

#### ARTICLE IV FORMS OF COOPERATION

1. The Parties shall cooperate in the following forms:

- a. Meetings and visits of the Ministers of Defence, Chiefs of General Staff and their deputies or other officials authorized by the Parties,
- b. Exchanging of experience and information between the experts of both Parties in various fields of activities,
- c. Organizing training, education or courses free of charge or at reduced charges or at normal cost in military units, headquarters and institutions,
- d. Contacts between similar military institutions,
- e. Organizing joint discussions, consultations and meetings, and participating in courses, symposiums and conferences,
- f. Participating in military exercises including real firing exercises; participating in these military exercises as observers; organizing joint exercises,
- g. Exchange of information and training materials,
- h. Providing mutual logistical support and exchanging munitions, materials and services in the form of grants or in return for payment,
- i. Participation in education projects, on-the-job trainings, career development courses.

2. In case of denial service in donated materials, Receiving Party will declare to Sending Party in written notice within the scope of this Agreement.

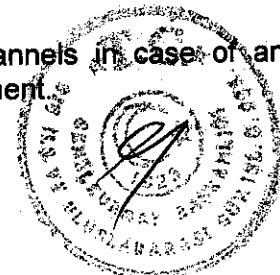
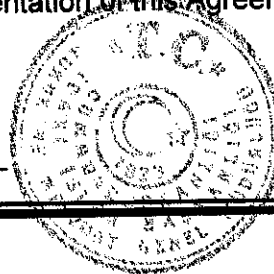
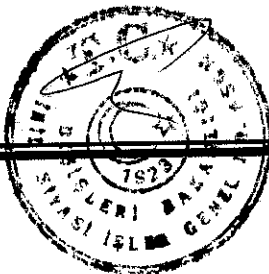
#### ARTICLE V COMPETENT AUTHORITIES

1. The competent authorities for the implementation of this Agreement are:

For the Government of the Republic of Turkey: The General Staff of the Republic of Turkey,

For the Government of the Republic of Kazakhstan: Ministry of Defence of the Republic of Kazakhstan.

2. Parties immediately notify each other through diplomatic channels in case of any change of competent authorities for the implementation of this Agreement.



**ARTICLE VI  
ANNUAL IMPLEMENTATION PLANS**

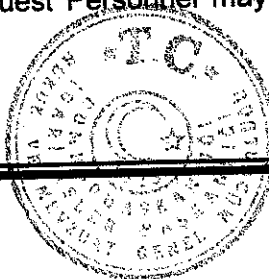
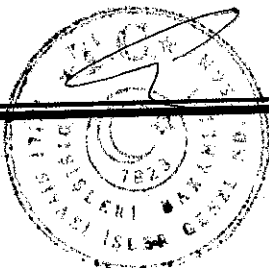
1. The Parties shall prepare Annual Implementation Plans for joint activities for implementation of this Agreement.
2. The Annual Implementation Plans shall include the name, date, place, financial aspects, number of participants and other details of the activities to be carried out.
3. Competent authorities of the Parties shall annually conduct negotiations with the aim of planning and coordinating the implementation of activities of the Annual Implementation Plan in military meetings alternately in the territory of the Parties.

**ARTICLE VII  
SECURITY OF INFORMATION AND MATERIAL**

1. The Parties shall ensure protection of the information provided or generated in the framework of this Agreement in accordance with national legislation of the Parties.
2. The information and material shall not be disclosed to or shared with (or transferred to) a third party without prior written consent of the Party providing them.
3. The information obtained during implementation of the provisions of this Agreement shall not be used by either Party against the interests of the other Party or any third Party.
4. Exchange and protection of the classified information and material, provided or produced in the framework of this Agreement, shall be carried out in separate international agreement between the Parties.

**ARTICLE VIII  
LEGAL MATTERS**

1. Guest Personnel and their Dependents and Guest Student shall be subject to the national legislation of the Receiving Party during their presence in the territory of the Receiving Party including their entry, stay and exit. In cases where the jurisdiction of the Receiving Party is applied and the content of the verdict envisages a penalty which is not contained in the national legislation of the Sending Party, a type of penalty which is contained in the legislation of both Parties or suitable for both States shall be applied.
2. In the event that any of the Guest Personnel and their Dependents and Guest Student are detained or arrested, the Receiving Party shall promptly inform the Sending Party of the situation.
3. In the event that any of the Guest Personnel and their Dependents and Guest Student faces a legal investigation or trial in the territory of the Receiving Party, he or she shall be entitled to all legal protection foreseen by the national legislation of the Receiving Party which shall be no less than the one enjoyed by the nationals of the Receiving Party.
4. The activities of the Guest Student and Guest Personnel may be terminated if they violate the laws of the Receiving Party.





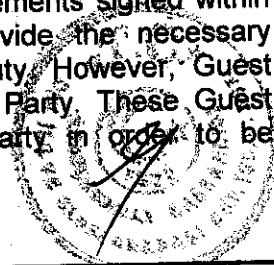
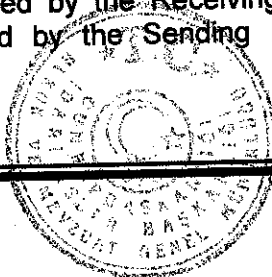
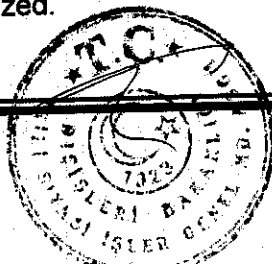
5. Guest Students and Guest Personnel shall obey the disciplinary rules in the units, headquarters and institutions they are assigned to.
6. For disciplinary penalties:
  - a. The Guest Students shall be subject to the national disciplinary legislation of the Receiving Party;
  - b. The Guest Personnel shall be subject to the national disciplinary legislation of the Sending Party.
7. The competent military authorities of the Receiving Party may give orders to the Guest Personnel under their command as required by the duty.
8. Senior Personnel shall be authorized to apply disciplinary measures on Sending Party personnel in accordance with the provisions of their respective military service laws and disciplinary laws of its state.
9. The Guest Personnel, their Dependents or Guest Students shall not engage in any political activity or conduct any activities against the Receiving Party.

#### **ARTICLE IX COMPENSATION CLAIMS**

1. The Parties shall not claim compensation from each other for the injury or death of their personnel or for the damages/losses inflicted on individuals, goods and environment in the course of the performance of the activities under this Agreement except where such damage or loss resulted from gross negligence or intentional misconduct.
2. The Parties shall jointly determine whether or not such a situation has arisen out of gross negligence or intentional misconduct.

#### **ARTICLE X ADMINISTRATIVE MATTERS**

1. Guest Personnel and their Dependents and Guest Student shall not enjoy diplomatic immunities and privileges.
2. The Guest Student or Guest Personnel of the Sending Party shall not be used by the Receiving Party in any other areas of activity not provided for in this Agreement, nor shall they be involved in the resolution of any internal and external emergency or conflict situations occurring in the territory of the Receiving Party.
3. The Guest Student and Guest Personnel shall be subject to the same administrative applications as their counterparts in the Receiving Party.
4. The military personnel of the Sending Party shall have the right to wear their own national uniform unless otherwise provided in other international agreements signed within the framework of this Agreement. The Receiving Party shall provide the necessary equipment needed for the performance of an activity during the duty. However, Guest Students must wear the military uniform provided by the Receiving Party. These Guest Students may attach military symbols provided by the Sending Party in order to be recognized.



5. The Sending Party reserves the right to call back its personnel when it deems necessary. The Receiving Party shall take the necessary administrative measures as soon as possible to ensure the return of the personnel concerned when it receives such a request from the Sending Party.

6. Exceptional administrative matters shall be specified in other international agreements signed within the framework of this Agreement.

7. All the Guest Personnel and their Dependents may benefit from the officers' clubs and military commissaries within the framework of the regulations of the Receiving Party.

8. In the event that any of the Guest Personnel, their Dependents or Guest Student dies, the Receiving Party shall inform the Sending Party of the situation, transport the deceased to the nearest international airport within its territory and take other necessary measures including medical protection until the body is transferred.

9. Guest Personnel and their Dependents and Guest Student shall avoid the actions that may harm the environment, pay utmost attention to the prevention of environmental pollution and comply with the regulations of the Receiving Party in this matter.

10. The Receiving Party shall make the final decision as to provide transportation services necessary for the conduct of the activities in the Receiving Party on reciprocity basis considering its capabilities at a cost/at no cost.

11. Training and education shall be given in accordance with the national legislation of the Receiving Party. The Guest Student and the Guest Personnel who are unable to attend training and education due to academic failure, lack of discipline, medical problems, etc. shall be discharged from training and education institutions in accordance with the relevant procedures specified in the legislation of the Receiving Party. If deemed necessary by the Parties, protocols based on this Agreement can be concluded for training which is life threatening and requires expertise (flight training, shooting drills, etc.).

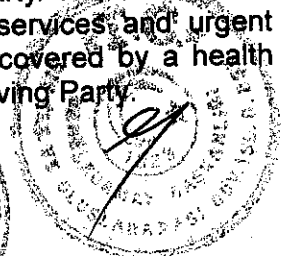
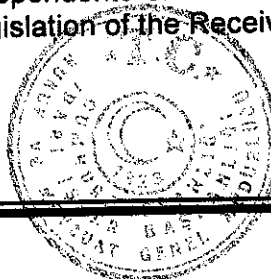
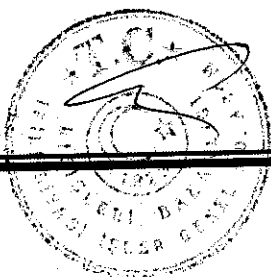
12. The selection of Guest Personnel and Guest Student shall be executed by Sending Party in accordance with criteria of Receiving Party.

#### ARTICLE XI MEDICAL SERVICES

1. The Guest Personnel and the Guest Student shall be in good health condition to perform any activity under this Agreement. The Receiving Party may request a medical report showing that they are medically in good condition.

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

3. Emergency medical services and urgent dental care services for the Guest Personnel and their Dependents are provided free of charge by the Receiving Party. The costs of the medical examination and treatment, excluding emergency medical services and urgent dental care for the Guest Personnel and their Dependents shall be covered by a health insurance to be made according to the national legislation of the Receiving Party.



4. The Receiving Party shall decide whether the insurance premiums or treatment service costs shall be provided for the Guest Personnel and their Dependents in return for payment or free of charge. If it is decided that they are to be provided in return for payment by the Receiving Party, the insurance premiums or treatment service costs for the Guest Personnel and their Dependents shall be covered by the Sending Party or the Guest Personnel.

## ARTICLE XII FINANCIAL MATTERS

1. The Sending Party shall be responsible for the salary/allowance, lodging, catering, transportation and other financial rights of the Guest Personnel and Guest Students assigned to conduct the cooperation activities under this Agreement unless Parties agreed otherwise.

2. However, if requested by the Sending Party, the Receiving Party shall decide, whether the following matters shall be met or not, and the terms of meeting them for the Guest Personnel and Guest Students assigned for training and education purposes.

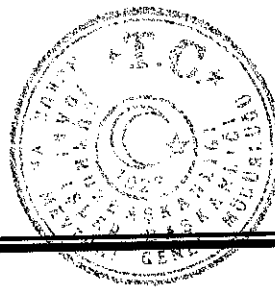
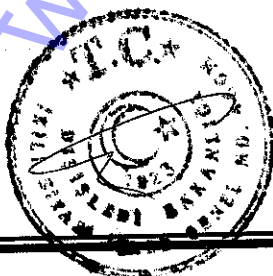
a. For Guest Students:

- (1) Boarding,
- (2) Lodging (in the guesthouse or facility determined by the Receiving Party),
- (3) Daily allowance (terms and amount determined by the Receiving Party),
- (4) Training and Education Costs (at a cost, reduced cost or free of charge),
- (5) Dress (according to the allocations determined for the equivalent Students of the Receiving Party),
- (6) Wages paid to the sixth class students of the Medical Faculty during their internship training.

b. For Guest Personnel:

- (1) Monthly salary (terms and amounts of the course-participant officer and NCOs shall be determined in accordance with their ranks and the terms and amounts of the civilian personnel shall be determined in accordance with their status by the Receiving Party.)
- (2) Training and Education Costs (at a cost, reduced cost or free of charge),
- (3) Dress (only to be worn by the course-participant officer and NCOs in the training-educational institutions, based on the allocations of the equivalent officers and NCOs of the Receiving Party).
- (4) Shift pay for doctors receiving specialty training.

3. Turkish language courses (if it is possible) to be provided in Turkey and Kazakh/Russian language courses (if it is possible) to be provided in Kazakhstan shall be free of charge. Training requiring high costs (such as flight training, diver training, free escape tower training, etc.) shall be provided at the price without discount.



4. The Guest Student and Guest Personnel shall clear their own debts and those of their Dependents' when they leave the Receiving Party permanently. In case of an emergency withdrawal, the debts of the Guest Student and Guest Personnel and those of their Dependents shall be paid by the Sending Party according to the document to be issued by the Receiving Party indicating the amount of expense and approved by the relevant authority.

5. Training and education costs shall be paid by the Sending Party on the bank account identified by the competent authority of the Receiving Party within 60 (sixty) days following the receipt of the document to be issued by the Receiving Party indicating the amount of expense and approved by the relevant authority at the end of every training period in U.S. Dollar (the costs of one month training or shorter training shall be paid in advance).

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

### ARTICLE XIII CUSTOMS AND PASSPORT PROCEDURES

1. The Guest Personnel and their Dependents and Guest Student shall be subject to the regulations of the Receiving Party regarding the residence and travel of foreigners in the territory of the Receiving Party.

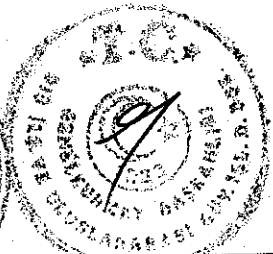
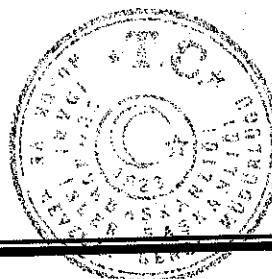
2. The Guest Personnel and their Dependents and Guest Student shall be subject to the customs and passport regulations of the Receiving Party during their entry into and exit from that State. However, the Receiving Party shall provide all possible administrative facilities within the framework of its legislation.

### ARTICLE XIV AIR TRANSIT PASSING

Transit on aircraft of military equipment and/or military personnel of the Armed Forces of one of the Parties over the territory of the another Party shall proceed in accordance with national legislation of the transited State.

### ARTICLE XV COMMITMENTS ARISING OUT OF OTHER INTERNATIONAL AGREEMENTS

The provisions of this Agreement shall not affect the rights and commitments of the Parties arising from other international agreements to which their states are participants and shall not be used against the interests, security and territorial integrity of other States.





**ARTICLE XVI  
SETTLEMENT OF DISPUTES**

Any dispute arising from the implementation or interpretation of this Agreement shall be settled by consultations and negotiations and shall not be referred for settlement to any national or international tribunal or to any third party.

**ARTICLE XVII  
AMENDMENT AND REVIEW**

Additions and amendments to this Agreement subject to mutual consent of the Parties shall be formalized as separate protocols, considered as an integral part of this Agreement, and enter into force in accordance with the procedures set forth in ARTICLE XVIII.

**ARTICLE XVIII  
ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Agreement is concluded for uncertain period and shall enter into force on the date of receipt of the last written notification by which the Parties notify each other through diplomatic channels of the completion of their internal legal procedures required for the entry into force.
2. Either Party may, at any time, terminate this Agreement upon a prior notification in writing of its intention to do so through diplomatic channels to other Party. Termination shall be effective after 90 (ninety) days from the date of the receipt of such notification.
3. Termination of this Agreement shall not affect the ongoing programs and activities.
4. From the date of entry into force of this Agreement, the "Agreement For Cooperation on Military Fields of Training, Technics and Science between Government of Republic of Turkey and Government of Republic of Kazakhstan" signed on 8<sup>th</sup> August 1994 and the "Military Training Cooperation Agreement between Government of Republic of Turkey and Government of Republic of Kazakhstan" signed on 23<sup>th</sup> February 1993 shall be terminated.

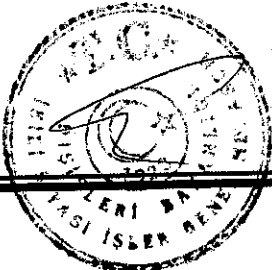
Done in Ankara, on 13 September 2018, in two original copies in Turkish, Kazakh, Russian and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

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

**SIGNATURE:**

**NAME: Hulusi AKAR**

**TITLE: Minister of National Defence**



**FOR THE GOVERNMENT OF THE  
REPUBLIC OF KAZAKHSTAN**

**SIGNATURE:**

**NAME: Nurlan YERMEKBAYEV**

**TITLE: Minister of Defence**

