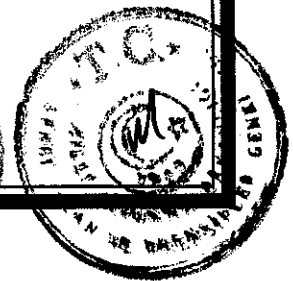
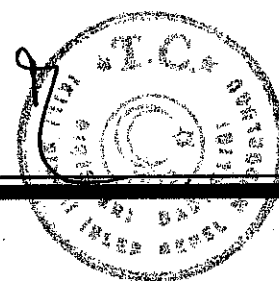
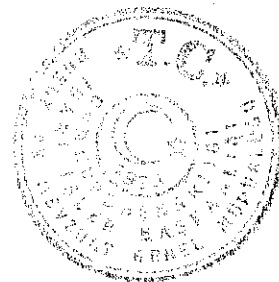


**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF TURKEY  
AND  
THE GOVERNMENT OF NATIONAL ACCORD-  
STATE OF LIBYA  
ON  
SECURITY AND MILITARY COOPERATION**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF TURKEY  
AND  
THE GOVERNMENT OF NATIONAL ACCORD-STATE OF LIBYA  
ON  
SECURITY AND MILITARY COOPERATION**

**PREAMBLE**

The Government of the Republic of Turkey and the Government of National Accord-State of Libya (hereinafter referred to as the "Party" or the "Parties"),

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

Considering the provisions of the "Memorandum of Understanding Regarding Military Training Cooperation Between the Government of the Republic of Turkey and the Government of Libya" dated 04<sup>th</sup> April, 2012,

Emphasizing that cooperation in various security and military fields on the basis of mutual respect for sovereignty and equality of both Parties shall contribute to the common interests and economic efficiency of the Parties,

Expressing the need for improving the historic friendly relations between the Parties on the basis of national laws, international rules and agreements,

Have agreed upon the following:

**ARTICLE I  
PURPOSE**

The purpose of this Memorandum of Understanding (MoU) is to provide a ground for relations and develop cooperation between the Parties in the fields specified in ARTICLE IV.

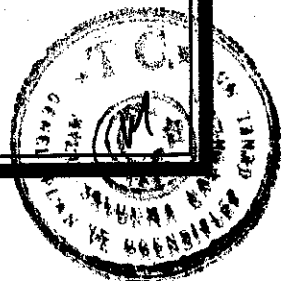
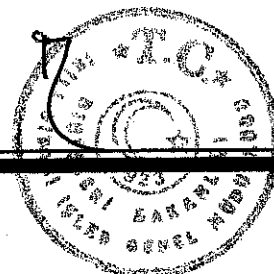
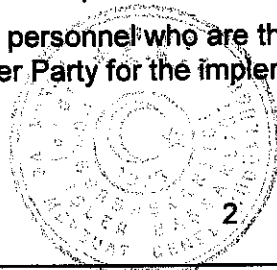
**ARTICLE II  
SCOPE**

This MoU shall be applied to the exchange of personnel, material, equipment, information and experience in the fields specified in ARTICLE IV.

**ARTICLE III  
DEFINITIONS**

The terms used in this MoU shall have the following meanings:

1. "Sending Party" means the Party sending personnel, material and equipment to the Receiving Party for the implementation of this MoU.
2. "Receiving Party" means the Party hosting the personnel, material and equipment of the Sending Party in its territory for the implementation of this MoU.
3. "Guest Personnel" means personnel who are the members of defence and security agencies and sent by one Party to the other Party for the implementation of this MoU.

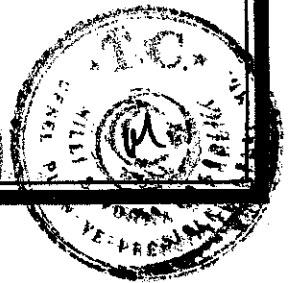
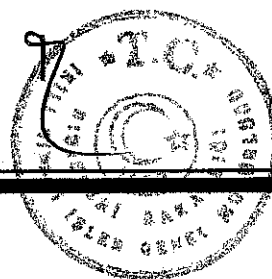
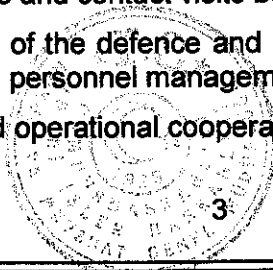


4. **"Guest Student"** means the students sent by the Sending Party to be assigned to the defence and security forces to receive training at the military schools of the Receiving Party or other educational institutions to be determined by the Receiving Party.
5. **"Dependents"** means the spouse and children of the Guest Personnel whom they are responsible for looking after in accordance with their respective national legislation.
6. **"Senior Personnel"** means the most senior person among the Guest Personnel authorized to supervise the activities of the group sent within the scope of this MoU and appointed in accordance with the national legislation of the Sending Party.
7. **"Grant"** means donation or transfer of a good or service free of charge.
8. **"Services"** means, in accordance with this MoU between the Parties, provision of training, technical information, support, development, maintenance, repair, recovery, disposal, port and counselling support and allocation of ground, sea and air vehicles, equipment, weapons, buildings and estate (training bases) on condition that the ownership is retained.
9. **"Logistic Support"** includes the sale, grant, exchange, allocation, leasing, technological transfer and licensing of supplies and services.
10. **"Classified Information and Material"** Official information, document and material that requires protection for national security. Therefore, it is regulated by the application of a national security classification. This information may be in oral, visual, magnetic or printed form, or in technological or device form including information subject to Intellectual Property Rights.

#### ARTICLE IV FIELDS OF SECURITY AND MILITARY COOPERATION

The cooperation between the Parties shall include the following fields:

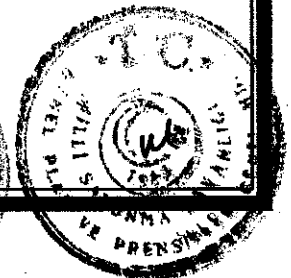
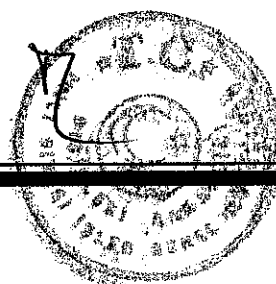
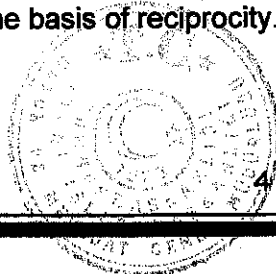
1. Provision of training, consultancy, experience transfer, planning and material support by Turkey for the establishment of Quick Reaction Force covering the police and military responsibilities in Libya,
2. If requested, establishing a joint Office of Defence and Security Cooperation in Turkey and Libya (with enough experts and personnel),
3. Provision of training, technical information, support, development, maintenance, repair, recovery, disposal, port and counseling support, allocation of ground, sea and air vehicles, equipment, weapons, buildings and estate (training bases) on condition that the ownership is retained,
4. Upon invitation of the Receiving Party, providing training and consultancy services concerning joint military planning, experience transfer, training and education activities and weapon systems and equipment utilization covering the fields of activity of the Land/Naval/Air Forces within the body of their Armed Forces within the borders of Parties.
5. Security and military training and education,
6. Participating in exercises/trainings or joint exercises,
7. Security and defence industry,
8. Training, exchange of information/experience executing joint operations on counter-terrorism, counter irregular immigration, security of land, naval and air borders, counter narco-terror and smuggling, IED/EOD operations, natural disaster relief operations,
9. Cooperation in different fields and contact visits between Parties,
10. The organizational structure of the defence and security forces, the structure and equipment of defence and security units and personnel management,
11. Exchange of intelligence and operational cooperation,



12. Logistic cooperation, grant and logistic systems,
13. Military medical and health services,
14. Communications, electronics, information systems and cyber defence,
15. Peacekeeping, humanitarian aid and counter-piracy operations,
16. Exchange of knowledge on law of the sea and military legal systems,
17. Mapping and hydrography,
18. Exchange of personnel for professional development,
19. Exchange of Guest Personnel, advisors and units,
20. Exchange of information and experience on defence and security scientific and technological research areas,
21. Social, cultural activities and sports,
22. Military history, archives, publication and museology,
23. Exchanging and sharing information on Maritime Situational Awareness (MSA).

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

1. The Parties may carry out cooperation depending on their decisions in the following ways:
  - a. Meetings and exchange visits between related authorized institutions of the Parties at different levels,
  - b. Exchange of experience between the experts of both Parties in various fields of activities,
  - c. Organizing training, education and courses at a cost, free of charge or at reduced cost in military units, headquarters and institutions,
  - d. Contacts between similar defence and security institutions,
  - e. Organizing joint discussions, consultations, meetings, and participating in courses, symposiums and conferences,
  - f. Participating in military exercises including real firing exercises, participating in these military exercises as observers, conducting passing exercises (PASSEX) and port visits, organizing joint exercises,
  - g. Exchange of information and training materials,
  - h. Donation, exchange, allocation, sale, hiring of the military goods and services in the inventory of the Parties within the scope of the logistic cooperation and their technological transfer and granting licence.
2. Exchange of munitions, weapon systems, military equipment, vehicles and relevant supply items in the form of grants, temporary provision or foreign military sales; shall be carried out in accordance with third party transfer restrictions of the present agreements.
3. The Parties may conclude complementary protocols, arrangements and implementation programs for the implementation of this MoU under their national legislation and in conformity with the provisions of this MoU.
4. The cooperation shall be carried out by taking into consideration the mutual interests and needs of the Parties and on the basis of reciprocity.





5. The material, technical information and documents exchanged in the form of grants or in return for payment, or those produced jointly by the Parties in accordance with this MoU, other implementation programs, protocols and arrangements shall not be transferred to a third country without prior mutual consent.

6. In the event that the material to be granted within the scope of this MoU is discarded, the Receiving Party shall inform the Sending Party in written form.

#### ARTICLE VI IMPLEMENTATION PROGRAMS

1. Each of relevant authorities/authorized institutions of the Parties shall prepare Implementation Programs regarding joint activities for the implementation of this MoU. The Implementation Programs shall include the name, scope, type, date, place, executing institutions, financial aspects and other details of the activities to be carried out.

2. The Parties shall sign Implementation Programs immediately after entering into force of this MoU.

3. The cooperation between the Parties shall be strengthened through reciprocal visits at all levels mentioned in the Implementation Programs.

#### ARTICLE VII SECURITY OF CLASSIFIED INFORMATION AND MATERIAL

1. All classified information, documents, physical and intellectual property rights and the defence and security material provided or produced under this MoU shall be exchanged, used and protected for their own purposes according to the subsequent protocols and arrangements to be concluded between the Parties.

2. The Parties, in accordance with their national legislation, shall ensure the protection of information, documents, and all data on the materials and equipment to be exchanged within the scope of the implementation of this MoU or performance of the joint activities. In this context, they shall take the same measures as the ones necessary for the protection of their own classified information of the same level. The Parties shall give the exchanged information the appropriate classification level as shown in the table below.

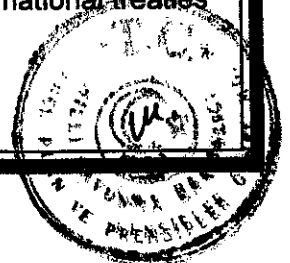
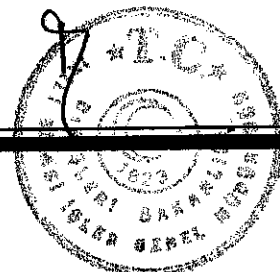
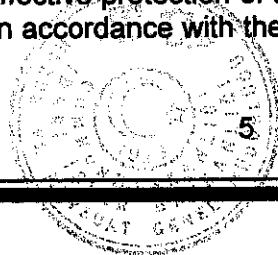
For the Government of the Republic of Turkey		For the Government of National Accord-State of Libya
Çok Gizli	Top Secret	سري للغاية
Gizli	Secret	سري
Özel	Confidential	خاص
Hizmete Özel	Restricted	مقيد
Tasnif Dışı	Unclassified	غير مصنف

3. The classified 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.

4. The classified information and material shall only be exchanged through inter-governmental channels or other channels approved by the security authorities designated by the Parties. The classification level of the information shall be determined by the Party providing the information.

5. The Parties shall continue to be responsible for the protection and prevention of the release of the classification level of the exchanged classified information and material even after the termination of this MoU.

6. The Parties shall ensure effective protection of the rights for intellectual property to be created or transferred under this MoU in accordance with their national legislation and international treaties to which they are a party.



7. If deemed necessary, a separate security agreement on the transfer, usage and protection of the classified information and materials exchanged within the scope of this MoU may be concluded under the responsibility of the bodies authorized for each of the cooperation areas specified in ARTICLE IV.

8. The information obtained during the implementation of the provisions of this MoU shall not be used by either Party against the interests of the other Party.

9. The Parties shall ensure that access to the classified information and materials is given according to need-to-know basis and to the personnel having appropriate security clearance.

10. In the event that the information exchanged in terms of implementing this MoU is unexpectedly disclosed, the Party discovering the fact shall immediately inform the other Party of the situation.

### ARTICLE VIII INTELLIGENCE

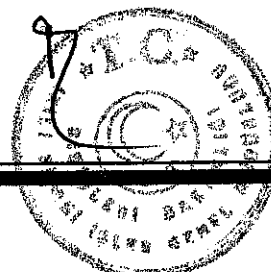
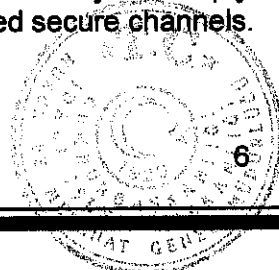
1. The Parties shall commit themselves to co-operate, develop mutual strategies, share information and operational cooperation in the following areas:

- a. Threats to national security targeting the Parties,
- b. International terrorism, financing of terrorism and any other organized crimes connected with international terrorism,
- c. Security developments in the regions of mutual concern to the Parties,
- d. Technology/communication technology,
- e. Training,
- f. Counter-proliferation and weapons of mass destruction,
- g. Aviation and maritime security,
- h. Cyber-crimes,
- i. Illegal migration.

2. The Parties may make requests to each other about the residence permits, work permits, deportation etc. of individuals who, based on intelligence, are involved in such destructive activities. The Parties shall refer each other's requests on immigration matters such as residence permits, work permits and deportation to relevant institutions for consideration.

3. Exchange of information shall be conducted through the following means and according to the following methods:

- a. Every coordination subject (including subjects of exchange) shall be determined between the Parties by mutual agreement for the related year during the bilateral negotiations held by personnel authorized by them on a rotational basis, one year in Turkey and one year in Libya.
- b. The visiting party shall notify the Receiving Party of the name, rank, appointment and security clearance of the delegation members at least 15 (fifteen) days before the planned date.
- c. The language of the documents and negotiations shall be in English. Negotiations may be conducted through an interpreter if requested.
- d. The information which may be exchanged shall be delivered in document form. If there is any CD, DVD, film, photograph, slide, etc. related to the subject, they shall be attached to the document.
- e. Both Parties agree that they shall reply to each other's information requests as soon as possible through mutually agreed secure channels.



f. The request for the exchange of intelligence shall be assessed on a case by case basis and may be rejected, should they endanger national sovereignty and security of one of the Parties or widely contradict its interests.

4. Sufficient number of personnel shall be appointed by the relevant institutions within the body of Office of Defence and Security Cooperation in Turkey and Libya, in order to serve as a consulting authority on operation principles and for coordination of intelligence and operational activities. Details such as terms of duty and number of the personnel, and other issues shall be determined by the protocol which will be arranged.

#### ARTICLE IX LEGAL MATTERS

1. Guest Personnel and their Dependents, and Guest Students shall be subject to the national legislation and jurisdiction of the Receiving Party during their presence in the territory of the Receiving Party, including entry, stay and exit. In cases where the jurisdiction of the Receiving Party is applied and the verdict itself entails a penalty which is not contained in the legislation of the Sending Party, a type of penalty which is contained in the legislation of both Parties shall be applied.

2. In the event that any of Guest Personnel, their Dependents or Guest Students 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, their Dependents or Guest Students faces a legal investigation or trial in the Receiving Party, he or she shall be entitled to all generally accepted legal protection 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. The Guest Personnel and their Dependents as well as Guest Student shall act in accordance with national policies, national values, culture and way of life of the Receiving Party.

6. Guest Students shall be subject to the national legislations of the Receiving Party for disciplinary penalties and the Guest Personnel to the national legislations of the Sending Party. However, the competent military authorities of the Receiving Party may give orders to the Guest Personnel under their command as required by the duty.

7. Senior Personnel of the Sending Party 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.

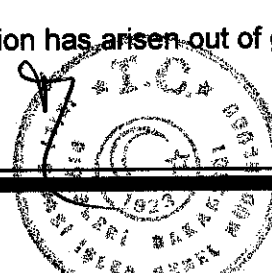
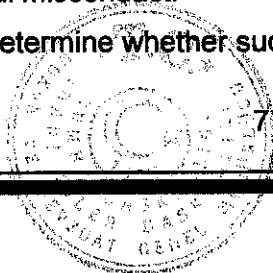
8. The Guest Personnel, their Dependents or Guest Students shall not engage in any political activity or conduct any activities against the Receiving Party.

#### ARTICLE X COMPENSATION CLAIMS

1. The national legislation of the Receiving Party shall be applied to the compensation claims of the third party during the implementation of this MoU.

2. 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 MoU except where such damage or loss resulted from gross negligence or willful misconduct.

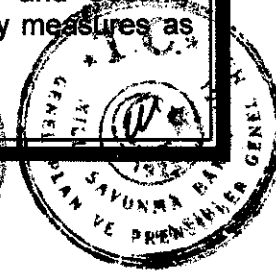
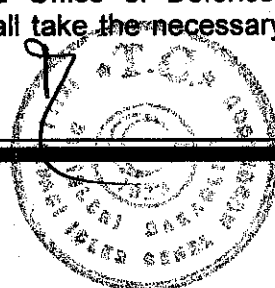
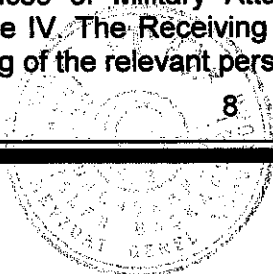
3. The Parties shall jointly determine whether such a situation has arisen out of gross negligence or willful misconduct or not.





**ARTICLE XI  
ADMINISTRATIVE MATTERS**

1. Unless otherwise agreed mutually by the Parties, the Receiving Party shall not assign Guest Student and Guest Personnel to the duties other than those specified in this MoU or in subsequent agreements and arrangements.
2. The Guest Student and Guest Personnel shall be subject to the same administrative procedures as their counterparts in the Receiving Party.
3. The personnel of the Sending Party shall have the right to wear their own national uniform unless otherwise agreed in other protocols and technical arrangements to be signed within the scope of this MoU. The Receiving Party shall provide, to the extent possible, the necessary equipment for the performance of any activity during the duty. However, Guest Students must wear the official uniform provided by the Receiving Party. These Guest Students may attach official symbols provided by the Sending Party in order to be recognized.
4. The Sending Party shall retain the right to call back its personnel when it deems necessary. When it receives such a request from the Sending Party, the Receiving Party shall take the necessary measures as soon as possible for the return of the relevant personnel.
5. Administrative matters which constitute exceptions shall be specified in other protocols or technical arrangements to be signed within the scope of this MoU.
6. The Guest Personnel and their Dependents may benefit from the officers' clubs and commissaries within the scope of the regulations of the Receiving Party.
7. In the event that any of the Guest Personnel and their Dependents and Guest Students 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.
8. The Guest Personnel and their Dependents and Guest Students shall avoid the actions that may harm the environment, pay utmost attention to the prevention of environmental pollution and shall comply with the regulations of the Receiving Party in this matter.
9. The Receiving Party shall make the final decision regarding the provision of transportation services necessary for the conduct of the activities on reciprocity basis and considering its capabilities at a cost/at no cost.
10. Training and education shall be given in accordance with the 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 MoU may be concluded for training which are life-threatening and require expertise (special operation trainings, flight training, shooting drills, etc.).
11. The selection of Guest Personnel and Guest Student shall be executed by the Sending Party in accordance with criteria determined by Receiving Party. For the long term or critical training and educations (Military Academies, Medical Academy, Special Operation Courses etc.), the Receiving Party may accompany the candidate selection process with a delegation without prejudice to the sovereignty rights of the Sending Party in order to improve the efficiency. It can ask for replacement of the candidate whose qualifications are considered inappropriate for the training/education with another candidate.
12. The Receiving Party may request the Sending Party to recall or change its personnel. In this case, the Receiving Party shall only submit its written request to the Sending Party about changing the personnel through the offices of Military Attaches and Office of Defence and Security Cooperation mentioned in Article IV. The Receiving Party shall take the necessary measures as soon as possible for the returning of the relevant personnel.





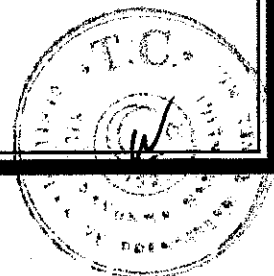
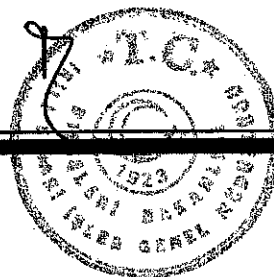
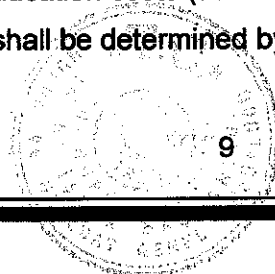
13. Joint promotion activities may be conducted with the Receiving Party in the relevant training/education and institutions of the Sending Party as deemed appropriate by the Sending Party in order to improve the quality of the candidates who will apply for trainings/educations requiring qualification.

## ARTICLE XII MEDICAL SERVICES

1. The Guest Personnel and the Guest Student shall be in good health condition to perform any activity under this MoU. 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 of the Guest Students shall be covered by the Receiving Party.
3. The emergency medical services and urgent dental care services of Guest Personnel and their Dependents shall be provided free of charge by the Receiving Party. The costs of the medical examination and treatment, excluding emergency medical services and urgent dental care, of 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 all 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 all treatment service costs for the Guest Personnel and their Dependents shall be covered by the Sending Party or the Guest Personnel.

## ARTICLE XIII FINANCIAL MATTERS

1. The Sending Party shall be responsible for the salary/allowance, lodging, boarding, transportation and other financial rights of the Guest Personnel and Guest Students assigned to conduct the cooperation activities under this MoU.
2. However, if requested by the Sending Party, the Receiving Party shall decide, whether the following matters will 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 Personnel:
    - (1) Monthly salary (the 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 (details shall be determined by the Receiving Party).
    - (4) Shift pay for doctors receiving specialty training.
  - b. For the 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 (details shall be determined by the Receiving Party).



(6) Wages paid to the sixth class students of the Medical Faculty during their -internship training.

3. Turkish language courses to be provided in Turkey (including language preparatory classes for academic education) and Arabic language courses to be provided in Libya shall be free of charge. Training requiring high costs (such as flight training, diver training, free escape tower training, etc.) could be provided at full price.

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 Personnel and their Dependents as well as Guest Students 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 in U.S. Dollar by the Sending Party to the bank account determined by the competent authority of the Receiving Party within 60 (sixty) days following the receipt of the document indicating the amount of expense and approved by the relevant authority at the end of every training and education period (the costs of one-month or shorter training shall be paid in cash).

6. The Guest Personnel and their Dependents as well as Guest Students shall be subject to the tax law effective in the Receiving Party during their entry, stay and departure.

#### ARTICLE XIV CUSTOMS AND PASSPORT PROCEDURES

1. The Guest Personnel and their Dependents as well as Guest Students 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 as well as Guest Students shall be subject to the customs and passport regulations of the Receiving Party during their entry into and exit from its country. However, the Receiving Party shall provide all possible administrative facilities within the scope of its legislation.

#### ARTICLE XV COMMITMENTS OF THE PARTIES ARISING FROM OTHER INTERNATIONAL AGREEMENTS

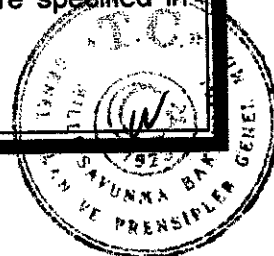
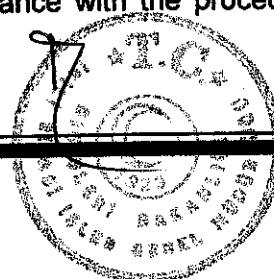
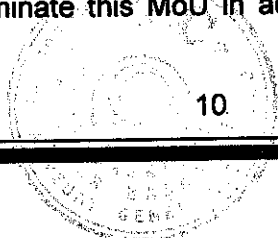
1. The provisions of this MoU shall not affect the rights and commitments of the Parties arising from other international agreements and shall not be used against the interests, security and territorial integrity of other States.

2. In the event that there are conflicting circumstances between this MoU and "the Memorandum of Understanding Regarding Military Training Cooperation Between the Government of the Republic of Turkey and the Government of Libya" signed on 04<sup>th</sup> April 2012, the provisions of this MoU shall apply.

#### ARTICLE XVI SETTLEMENT OF DISPUTES

1. Any dispute arising from the implementation or interpretation of this MoU shall be settled by consultations and negotiations between the Parties at the possible lowest level and shall not be referred to any national or international tribunal or to any third party for the settlement.

2. If the dispute is not resolved within 60 (sixty) days from the date of occurrence, the Parties shall begin negotiations within 30 (thirty) days. If no solution is achieved within the following 60 (sixty) days, the Parties may terminate this MoU in accordance with the procedure specified in ARTICLE XVIII.



**ARTICLE XVII  
AMENDMENT AND REVIEW**

1. Either Party may propose amendment or review of this MoU through diplomatic channels, if deemed necessary.
2. Agreed written amendments or revisions shall enter into force in accordance with the procedures set forth in ARTICLE XIX governing the entry into force of this MoU.

**ARTICLE XVIII  
DURATION AND TERMINATION**

1. This MoU shall remain in force for a period of 3 (three) years from the date of its entry into force.
2. Unless one of the Parties notifies the other Party in written through diplomatic channels of its intention to terminate it, this MoU shall be extended automatically for successive periods of 1 (one) year.
3. Either Party may notify its intention to terminate the MoU to the other Party in written through diplomatic channels at any time. Notifications on termination of the MoU shall be effective 90 (ninety) days after the notification is made.
4. The termination of this MoU shall not affect the ongoing programs and activities.

**ARTICLE XIX  
RATIFICATION AND ENTRY INTO FORCE**

This MoU 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 of the MoU.

**ARTICLE XX  
TEXT AND SIGNATURE**

This MoU was signed in Istanbul on 27/11/2019, in two original copies in Turkish, Arabic and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

**ON BEHALF OF THE GOVERNMENT  
ON THE REPUBLIC OF TURKEY**

**ON BEHALF OF THE GOVERNMENT  
OF NATIONAL ACCORD-  
STATE OF LIBYA**

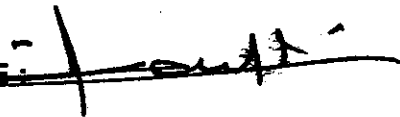
**SIGNATURE :**



**NAME : Hulusi AKAR**

**TITLE : Minister of National Defence**

**SIGNATURE :**



**NAME : Fathi BASHAAGHA**

**TITLE : Interior Minister**

