



Turkey No. 1 (2012)

Framework

Agreement between the Government of the United Kingdom of Great
Britain and Northern Ireland and the Government of the Republic of
Turkey on Military Cooperation

London, 23 November 2011

[The Agreement is not yet in force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
May 2012*

© Crown copyright 2012

You may re-use this information (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence. To view this licence, visit <http://www.nationalarchives.gov.uk/doc/open-government-licence/> or write to the Information Policy Team, The National Archives, Kew, London TW9 4DU, or e-mail: psi@nationalarchives.gsi.gov.uk.

Any enquiries regarding this publication should be sent to us at Treaty Section, Foreign and Commonwealth Office, King Charles Street, London, SW1A 2AH

This publication is also available on <http://www.official-documents.gov.uk/>

ISBN: 9780101834421

Printed in the UK by The Stationery Office Limited
on behalf of the Controller of Her Majesty's Stationery Office

ID: P002490007 05/12 20375 19585

Printed on paper containing 30% recycled fibre content minimum.

**FRAMEWORK AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY ON
MILITARY COOPERATION**

The Government of the United Kingdom of Great Britain and Northern Ireland (hereafter “UK”) hereinafter referred to as the “Party” or the “Parties”; and The Government of the Republic of Turkey (hereafter “Turkey”) Reaffirming their commitment to the aims and principles of the North Atlantic Treaty 1949¹, The Agreement between the Parties to the North Atlantic Treaty regarding the Status of Their Forces dated 19 June 1951² (hereafter “the NATO-SOFA”) and the United Nations Charter; Sharing a common interest to contribute to international peace and security, and the resolution of international conflicts by peaceful means; Emphasizing the fact that the cooperation in various military fields on the basis of mutual respect for each other’s sovereignty and principles of equality will contribute to the common interests of both nations; Desiring to further enhance and develop the good and friendly relations that exist between both nations; Wishing to enhance long-term military and defence cooperation through the conclusion of a legally binding agreement,

Have agreed as follows:

ARTICLE I

Purpose and Scope

1. The purpose of this Agreement is to provide a framework for developing and furthering cooperation and relations between the Parties in military and defence related matters, with particular reference to the fields specified in Article III of this Agreement and in other fields that may be agreed upon by the Parties in accordance with each Party’s national legislation, regulations and international obligations.
2. This Agreement covers the bilateral exchange of personnel, material, equipment, information and experience in the fields set out in Article III and in other fields as may be agreed upon in complementary agreements and implementation agreements, protocols, memoranda of understanding and other arrangements to be made on the basis of this Agreement.
3. This Agreement is intended to regulate bilateral military and defence related activities that may not be within the scope of the North Atlantic Treaty 1949.

¹ Treaty Series No. 056 (1949) Cmd 7789

² Treaty Series No. 003 (1955) Cmd 9363

ARTICLE II

Definitions

The definitions used in this Agreement have the following meanings:

1. The **Sending State** means the Party that sends personnel, material and equipment to the Receiving State for the purposes of this Agreement.
2. The **Receiving State** means the Party in the territory of which the personnel, material and equipment of the Sending State are located for the purpose of implementing this Agreement.
3. **Guest Personnel** means the military or civilian officials of a Party deployed to the territory of the Receiving State for the purpose of this Agreement, provided that the Parties may agree that certain individuals, units or formations shall not be regarded as constituting or included in Guest Personnel for the purposes of this Agreement.
4. **Dependant** means the spouse and/or children of the Guest Personnel who are dependent upon them, in accordance with their respective national legislation.
5. **Senior Personnel** means the most senior personnel of the Guest Personnel who supervise the activities of the Guest Personnel sent within the scope of this Agreement, as appointed in accordance with the national legislation of the Sending State.
6. **Cooperation** means the activities between the Parties, carried out pursuant to this Agreement and in accordance with each Party's national legislation, regulations and international obligations, as set out in Article III below.

ARTICLE III

Fields of Military Cooperation

Cooperation between the Parties may include the following fields:

1. Military exercises, training and education;
2. Military and defence institutions and contact visits;
3. Sending observers to military exercises;
4. Defence industry, procurement of equipment and associated support;

5. Organizational structure, personnel management and equipment of their armed forces;
6. Defence/military intelligence;
7. Logistics and logistical systems;
8. Military medicine and health services;
9. Military museums and military history;
10. Communications, electronics and information systems;
11. Peacekeeping and humanitarian aid operations;
12. Exchange of information on military legal systems;
13. Cartography, hydrography and military geography;
14. Exchange of personnel for social and professional development;
15. Military scientific and technological research;
16. Search and rescue;
17. Social, sporting and cultural activities;
18. Such other areas or activities as may be agreed upon or noted by the Parties.

ARTICLE IV

Implementation and Principles of Cooperation

1. As shall be specified or decided upon by the Parties, Cooperation may be achieved in, but shall not necessarily be limited to, the following forms:
 - a. Meetings and visits of the Ministers of Defence, Chiefs of Staff and their deputies or other officials authorised by the Parties;
 - b. Exchange of experience between the experts of the Parties in various fields of activities;
 - c. Organising training, courses and instruction in military units, headquarters and institutions;
 - d. Contacts between similar military institutions;

- e. Organisation of joint discussions, consultations, meetings and participation in courses, symposia and conferences;
 - f. Participating in military exercises including live firing exercises, participating in military exercises as observers, conducting passage exercises and port visits, organising joint exercises;
 - g. Exchange of information and training materials;
 - h. Providing mutual logistical support and exchanging munitions, materials and services.
2. The Parties may conclude complementary and implementation agreements, protocols, memoranda of understanding and/or other arrangements in order to implement this Agreement.

ARTICLE V

Competent Authorities and Annual Implementation Plan

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

For the Government of the Republic of Turkey : Turkish General Staff

For the Government of the United Kingdom of Great Britain and Northern Ireland : UK Ministry of Defence

2. The Parties shall agree an annual implementation plan for bilateral activities to be conducted pursuant to this Agreement. The annual implementation plans shall include the name, scope, type, date, place, the executing institutions, financial aspects and other details of the activities that will be carried out.
3. Cooperation shall be realised by taking into consideration the mutual interests and needs of the Parties on the basis of reciprocity, which shall include strengthening cooperation between the Parties at all levels.

ARTICLE VI

Security of Classified Information and Material

1. All classified information, documents, physical and intellectual property rights and military material exchanged or generated in connection with or pursuant

to this Agreement shall be used, transmitted, stored, handled and safeguarded in accordance with the Parties' applicable national security laws and regulations, provided that such laws and regulations provide a degree of protection no less stringent than that provided for NATO classified information as detailed in the document "Security Within the North Atlantic Treaty Organisation", C-M(2002) 49 dated 17 June 2002 and subsequent amendments.

2. All classified information and material shall be transferred only through government to government channels or through channels agreed by the competent security authorities of the Parties. Such information and material shall bear the level of classification and denote the country of origin.

3. Each Party shall take all lawful steps available to it to ensure that information and material provided to it or generated pursuant to this Agreement and to all subsequent agreements or arrangements concluded pursuant to paragraph 2 of Article IV of this Agreement is protected from further disclosure or release unless the other Party has provided its express prior consent in writing to such disclosure or release.

4. Accordingly, each Party shall ensure that:

- a. Classified information and material shall not be released to any government, national organisation, national or other entity or a third party without the prior written agreement of the originating Party;
- b. Classified information and material shall not be used for purposes other than those provided for in this Agreement or for the purposes as agreed between the Parties;
- c. It will comply with any distribution and access restrictions on information and material that is provided for under this Agreement.

5. Each Party shall ensure that access to classified information and material is limited to those persons who have a specific need-to-know and who possess the requisite security clearance as authorised by their competent security authorities.

6. All classified information provided to a Party or exchanged or generated under this Agreement and all subsequent agreements or arrangements concluded pursuant to paragraph 2 of Article IV of this Agreement shall continue to be protected by that Party in the event of withdrawal by either Party from this Agreement or upon termination of this Agreement.

ARTICLE VII

Legal Matters

1. The Sending State shall take appropriate measures to ensure that its Guest Personnel and Dependants;
 - a. Respect the law and regulations of the Receiving State;
 - b. Abstain from any activities inconsistent with this Agreement.
2. The authorities of the Receiving State shall have the right to exercise jurisdiction over Guest Personnel and their Dependants with respect to breaches of the Receiving State's law committed within the territory of the Receiving State.
3. The authorities of the Sending State shall have the right to exercise exclusive jurisdiction over Guest Personnel and Dependants with respect to offences, including offences relating to its security, punishable by the law of the Sending State but not by the law of the Receiving State.
4. In cases where both Parties' law applies, the Sending State's authorities shall have the primary right to exercise their jurisdiction over Guest Personnel in the following situations:
 - a. Where the alleged offence relates to the security, property or personnel of the Sending State; and/or
 - b. Cases arising out of any act or omission done either deliberately or through negligence in the performance of and in relation to official duty.
5. In the event of disagreement between the Parties as to whether or not an act or omission falls within paragraph 4b of this Article, the Parties shall as a matter of urgency establish a joint committee composed of representatives from each Party to determine whether the said act or omission falls within paragraph 4b of this Article. If the said joint committee cannot reach agreement on the issue then the Receiving State's decision shall prevail.
6. The authorities of either Party may waive their primary right to exercise jurisdiction and shall consider the request from the other Party to do so.
7. The Receiving State shall promptly notify the Sending State in the event of the detention or arrest of Guest Personnel or Dependants.
8. Whenever Guest Personnel or Dependants face a legal investigation or are prosecuted or tried by the Receiving State, they shall be entitled to all generally

accepted procedural safeguards no less than those provided to the nationals of the Receiving State.

9. The Sending State shall retain exclusive disciplinary jurisdiction over the Guest Personnel within the territory of the Receiving State.

ARTICLE VIII

Claims

1. Each Party shall waive all its claims against the other Party for damage (including the loss of use) to any property owned by it and used by its armed forces, where such damage or loss arose out of or in the course of the performance of official duties except where such damage or loss resulted from gross negligence or willful misconduct.

2. Each Party shall waive all its claims against the other Party for injury or death suffered by any of its personnel while such personnel were engaged in the performance of their official duties except where such injury or death resulted from wilful misconduct or gross negligence.

3. Pursuant to paragraphs 1 and 2 of this Article, the Parties shall mutually determine whether or not such damage, loss, injury or death arose out of or in the course of the performance of official duties, gross negligence or wilful misconduct.

4. All other claims including third party claims shall be handled in accordance with the laws of the Receiving State.

5. At the request of the Sending State, and where possible, the Receiving State shall assume a coordination role between the third party and the Sending State to facilitate the settlement of third party claims.

ARTICLE IX

Administrative Matters

1. Guest Personnel and their Dependants shall not enjoy diplomatic immunities and privileges.

2. The Receiving State shall establish the level of access to classified information and material required by Guest Personnel for the efficient performance of their assigned duties. The Sending State shall provide an assurance as to the security clearance of Guest Personnel up to the level required for the assignment. The assurance may be provided as part of a formal visit request or through another form of certification acceptable to the Receiving State. On receipt of this assurance,

the Receiving State shall grant access to classified information and material as appropriate.

3. Unless otherwise mutually agreed upon by the Parties, the Receiving State shall not assign duties to Guest Personnel.

4. Guest Personnel shall be subject to the same administrative treatment as their counterparts in the Receiving State.

5. Guest Personnel shall have the right to wear their own national uniform unless otherwise agreed in subsequent agreements or arrangements concluded pursuant to paragraph 2 of Article IV of this Agreement.

6. The Sending State reserves the right to call back its personnel should it deem it necessary. Activities of Guest Personnel may also be terminated by the Receiving State. The Receiving State shall take the necessary measures as soon as possible to ensure the return of the said personnel.

7. Exceptional administrative matters may be specified in subsequent agreements or arrangements concluded pursuant to paragraph 2 of Article IV of this Agreement.

8. Guest Personnel and Dependents may benefit from officers' messes/clubs and military commissaries pursuant to the regulations of the Receiving State.

9. In the event that a member of Guest Personnel or a Dependent dies, the Receiving State shall inform the Sending State immediately, transport the body to the nearest international airport within its territory and take other measures including medical protection, until the body is transferred.

10. The Sending State shall avoid actions that may cause unlawful harm to the environment, shall pay utmost attention to the prevention of environmental pollution and shall comply with the regulations of Receiving State on this matter.

ARTICLE X

Medical Services

1. Guest Personnel shall be medically fit to conduct any activity pursuant to this Agreement.

2. Guest Personnel and Dependents shall benefit from emergency medical care, first aid and urgent dental care facilities in the military hospitals and/or national health care services of the Receiving State without any charge and on the same basis as the Receiving State's military personnel and dependents.

3. Unless otherwise mutually determined in subsequent agreements or arrangements concluded pursuant to paragraph 2 of Article IV of this Agreement, any other medical or dental treatment provided in facilities of the Receiving State on request shall be provided on a full cost recovery basis.

ARTICLE XI

Financial Matters

1. The Sending State shall be liable for costs relating to salary, lodging, catering, transportation, per diem allowances and any other financial rights of Guest Personnel and Dependants assigned for the implementation of cooperation activities under this Agreement and all subsequent agreements or arrangements concluded pursuant to paragraph 2 of Article IV of this Agreement.

2. Charges, reimbursement and costs arising from the implementation of this Agreement and all subsequent agreements or arrangements concluded pursuant to paragraph 2 of Article IV of this Agreement shall be levied in accordance with agreed reimbursement principles (on the basis of full cost, no cost, reduced costs and/or payment in kind) and in line with the principle of reciprocity.

3. Unless otherwise agreed, Guest Personnel shall be liable for their personal debts and those of Dependants when they leave the Receiving State permanently. In case of an emergency withdrawal, the debts of Guest Personnel and Dependants shall be paid by the Sending State according to the invoice issued by the Receiving State.

4. Guest Personnel and Dependants shall be subject to the tax and other fiscal laws prevailing in the Receiving State during their entry, stay and departure.

ARTICLE XII

Customs and Passport Procedures

Guest Personnel and Dependants shall be subject to the customs and passport regulations of the Receiving State as they relate to members of visiting forces during their entry into and departure from the Receiving State. The Receiving State shall facilitate the entry into and departure from the Receiving State for purposes pursuant to this Agreement within the boundaries of its legislation. In this context a NATO travel order shall constitute a valid travel document.

ARTICLE XIII

The Commitments of the Parties in Accordance with other International Agreements

This Agreement is not intended to undermine the obligations of the Parties originating from other international agreements and shall not be used against the interests, security and territorial integrity of other states.

ARTICLE XIV

Amendment and Revision

Either Party may propose through diplomatic channels amendments to or revision of this Agreement if so required. Agreed amendments or revisions shall enter into force in accordance with the procedure set out in Article XVI governing the entry into force of this Agreement.

ARTICLE XV

Duration, Settlement of Disputes and Termination

1. This Agreement shall remain in force for a period of five years from the date of its entry into force. Thereafter, this Agreement shall be extended automatically for successive periods of one year unless a Party notifies the other Party in writing, through diplomatic channels, three months prior to expiration, of its intention not to extend this Agreement.
2. Any dispute arising out of the implementation or interpretation of this Agreement shall be resolved through direct consultation and negotiation between the Parties and through diplomatic channels at the lowest possible level. In the event that a dispute arises between the Parties as to the implementation, interpretation or amendment of this Agreement, and the Parties are unable to resolve that matter by direct consultation or negotiation between themselves within 90 days of the dispute being known to both Parties, then either Party may terminate this Agreement by giving to the other Party 90 days prior notice of termination in writing.
3. In the case of the termination of this Agreement in accordance with paragraph 2 of this Article, unless the Parties agree otherwise in writing during this 90 day notice period, this Agreement shall terminate upon the expiry of 90 days after the date of the notice of termination..
4. Notwithstanding paragraph 2 of this Article, either Party may terminate this Agreement by providing the other Party with 90 days prior written notice of

termination and the Agreement shall expire 90 days after the date of the notice of termination.

5. The termination of this Agreement shall not affect ongoing programmes and activities nor shall it affect or terminate any matters or issues arising pursuant to Articles VI, VII, VIII and XI.

ARTICLE XVI

Ratification and Entry Into Force

This Agreement shall enter into force on the date of receipt of the later of the two written notifications by which the Parties shall notify each other, through diplomatic channels, of the completion of their internal legal procedures required for the entry into force of the Agreement.

ARTICLE XVII

Text and Signature

Done in London on 23rd November, 2011, in two original copies in Turkish and English languages, each text being equally authentic.

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

**ON BEHALF OF THE
GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

PHILIP HAMMOND

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

GENERAL HULUSI AKAR



information & publishing solutions

Published by TSO (The Stationery Office) and available from:

Online

www.tsoshop.co.uk

Mail, Telephone, Fax & E-mail

TSO

PO Box 29, Norwich, NR3 1GN

Telephone orders/General enquiries: 0870 600 5522

Order through the Parliamentary Hotline Lo-Call 0845 7 023474

Fax orders: 0870 600 5533

E-mail: customer.services@tso.co.uk

Textphone: 0870 240 3701

The Parliamentary Bookshop

12 Bridge Street, Parliament Square

London SW1A 2JX

Telephone orders/General enquiries: 020 7219 3890

Fax orders: 020 7219 3866

Email: bookshop@parliament.uk

Internet: <http://www.bookshop.parliament.uk>

TSO@Blackwell and other Accredited Agents

ISBN 978-0-10-183442-1



9 780101 834421