

MILITARY FRAMEWORK AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF
SIERRA LEONE
AND
THE GOVERNMENT OF THE REPUBLIC OF
TÜRKİYE

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PREAMBLE

The Government of the Republic of Sierra Leone and the Government of Republic of Türkiye (hereinafter referred to as the "Party" or the "Parties");

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

Emphasizing that cooperation in various 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 existing 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 Agreement is to provide a framework for relations and develop cooperation between the Parties in the fields specified in ARTICLE IV.

ARTICLE II
SCOPE

This Agreement 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 Agreement 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 Agreement,
2. Receiving Party: means the Party hosting the personnel, material and equipment of the Sending Party in its territory for the implementation of this Agreement.
3. Guest Personnel: means the military personnel or the civilian personnel employed in the Ministerial cadres and organizations sent by one Party to the other Party for the implementation of this Agreement.
4. Guest Student: means the students sent by the Sending Party to be assigned to the Armed Forces of the Sending Party 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 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 service free of charge.
8. **Service:** means, in accordance with the Agreement 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 on condition that the ownership is retained, for the execution of a job.
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 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 centers or other educational institutions to be determined by the Receiving Party,
 - b. On-the-job training at military units, headquarters and institutions,
 - c. Mutual/unilateral exchange of Guest Personnel, Guest Student or training personnel between training and educational institutions,
 - d. Mutual contact visits and exchange of knowledge for the improvement of training and education.
2. Mutual participation in exercises/training or joint exercises actively or in an observer capacity,
3. Defence industry,
4. Military cooperation and contact visits between the Armed Forces,
5. The organizational structure of the Armed Forces, the structure and equipment of military units, personnel management,
6. Exchange of military intelligence,
7. Logistic cooperation or logistic support,
8. Military medical and health services,
9. Communications, electronics, information systems and cyber defence,
10. Operations other than war such as peacekeeping, humanitarian aid and counter-piracy operations,
11. Exchange of information on military legal systems,

12. Mapping and hydrography,
13. Exchange of personnel for professional development,
14. Exchange of Guest Personnel, advisors and units,
15. Exchange of information and experience on military scientific and technological research areas,
16. Scientific, social, sportive and cultural activities,
17. Training and exchange of information and experience on mine and improvised explosive ordnance disposal,
18. Training and exchange of information and experience within the scope of Natural Disaster Relief Operations,
19. Military history, archives, publication/publishing and museology.

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 visits of the Ministers of Defence, Chiefs of General Staff and their deputies or other officials authorized by the Parties,
 - 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 or institutions,
 - d. Contacts between similar military 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. Within the framework of the logistic cooperation or logistic support, donation, exchange, sale, allocation, hiring of the goods and services in the inventory of the Parties and free of charge transportation services of these materials, their technological transfer and granting licence.
2. The activities to be conducted within the framework of logistic cooperation or logistic support shall be carried out in accordance with third-party transfer restrictions arising from the agreements in effect that the parties have signed with other nations.
3. The Parties may conclude complementary memoranda of understanding, protocols and arrangements for the implementation of this Agreement in accordance with the ratification processes of the Parties under their national legislation and in conformity with the provisions of this Agreement.
4. The cooperation shall be carried out by taking the mutual interests and needs of the Parties into consideration, 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 Agreement, other memoranda of understanding, protocols and arrangements shall not be shared with or transferred to a third party without prior mutual consent.

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

ARTICLE VI

COMPETENT AUTHORITIES AND ANNUAL IMPLEMENTATION PLANS

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

For the Government of the Republic of Sierra Leone: The Ministry of Defence of the Republic of Sierra Leone,

For the Government of the Republic of Türkiye: The Ministry of National Defence of the Republic of Türkiye.

2. The Parties shall prepare Annual Implementation Plans regarding joint activities for the implementation of this Agreement. The Annual Implementation Plans shall include the name, scope, type, date, place, executing institutions, financial aspects and other details of the activities to be carried out.

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

ARTICLE VII

TRAINING/COURSE CONDITIONS

1. Education and training shall be given according to the conditions provided in the legislation of Receiving Party.

2. A training request by the Sending Party shall be made through an official letter to the Receiving Party at the latest in March of the year before the beginning of training or course in accordance with this Agreement. Upon the receipt of the request, the Receiving Party shall review it and inform the Sending Party of its reply not later than July.

3. If there is an additional training request, this request shall be notified through an official letter. The additional requests within this scope may be included in the planned requirements to the extent possible and after the consultation between the Parties.

4. It is a fundamental principle to provide training in the language of the Receiving Party, except for training given by the Receiving Party in English language. However, if requested by the Sending Party and if deemed appropriate by the Receiving Party, trainings lasting less than 3 (three) months may be provided through an interpreter. In case training is provided through an interpreter, the Sending Party shall assign sufficient number of interpreters for the personnel to be sent for training. The costs of the translation/interpreter for training purposes shall be met by the Sending Party.

5. To enable the Receiving Party to make necessary arrangements the Sending Party shall inform the Receiving Party of the final decision on the participation in training, number of Guest Personnel sent for training/course, flight data and other information at least 45 (forty-five) days before the beginning of training. In the event that the notifications are not made in due time, the Receiving Party shall have the right to postpone the course/training request to a later date or completely cancel it.

6. Training of the Guest Personnel and Guest Students shall be provided in accordance with the programs of the military institutions or units where training is given. If the course subjects cover those matters relating to national security, restrictions may be imposed in this respect.
7. The Receiving Party shall state which equipment and materials it will provide for the Guest Personnel and Guest Students necessary during training and which of them will be returned to the Receiving Party at the end of training.
8. Guest Personnel and Guest Students shall be selected by the Sending Party according to the criteria determined by the Competent Authority of the Receiving Party. Guest Personnel and Guest Students who do not satisfy the criteria determined by the Receiving Party shall not be accepted for the training and education.
9. Matters regarding the type of examination and training shall be determined by the Receiving Party.
10. Guest Personnel and Guest Students who are sent to attend training/courses, have fully completed the specified training/course program, succeeded in the examinations organized according to training/course conditions and successfully developed thesis/projects shall be awarded a certificate indicating that they have completed the appropriate specialization or training program (academic degree). The equivalence of the diploma (document, certificate) is subject to the approval of the higher education institutions of the Sending Party under national legislation.

ARTICLE VIII SECURITY OF CLASSIFIED INFORMATION AND MATERIAL

1. All classified information, documents, physical and intellectual property rights and the military material provided or produced under this Agreement shall be exchanged, used and protected for their own purposes according to the subsequent memoranda of understanding, 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 Agreement 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 Sierra Leone | For the Government of the Republic of Türkiye |
|---|--|
| Top Secret | Çok Gizli |
| Secret | Gizli |
| Restricted | Hizmete Özel |

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 intergovernmental 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 Agreement.

6. The Parties shall ensure effective protection of the rights for intellectual property to be created or transferred under this Agreement in accordance with their national legislation and international treaties to which they are a party. In the context of this Agreement, intellectual property shall be understood as described in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967.

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 Agreement 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 Agreement shall not be used by either Party against the interests of the other Party or any third 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 Agreement is unexpectedly disclosed, the Party discovering the fact shall immediately inform the other Party of the situation.

ARTICLE IX MILITARY INTELLIGENCE

1. This Article shall cover the developments in the area of interest of the Armed Forces of the Parties regarding those countries considered to damage the mutual interests of the Parties and to be determined jointly, with the priority being given to the military activities and exchange of military intelligence information about the activities of these countries in the Republic of Sierra Leone and the Republic of Türkiye.

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

a. Every subject matter of coordination (including subjects of exchange) shall be determined between the Parties by mutual agreement for the related year during the bilateral negotiations held by Chiefs of Military Intelligence of both nations or personnel authorized by them on a rotational basis, one year in the Republic of Sierra Leone and one year in the Republic of Türkiye.

b. The visiting party shall notify the Receiving Party of the name, rank, appointment and security clearance of the delegation members at least fifteen (15) 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 military intelligence information 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 national/international interests.

ARTICLE X 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 that is not contained in the legislation of the Sending Party, a type of penalty stipulated 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.
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 XI 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 Agreement.
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 Agreement except where such damage or loss resulted from gross negligence or intentional misconduct.
3. The Parties shall jointly determine whether such a situation has arisen out of gross negligence or intentional misconduct or not.

ARTICLE XII ADMINISTRATIVE MATTERS

1. The Guest Personnel and their Dependents, and Guest Students shall not have any diplomatic immunities and privileges.
2. 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 Agreement or in subsequent agreements and arrangements.
3. The Guest Student and Guest Personnel shall be subject to the same administrative procedures 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 agreed in other memoranda of understanding, protocols and technical arrangements to be signed within the framework of this Agreement. 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 military uniform provided by the Receiving Party. These students may attach military symbols provided by the Sending Party in order to be recognized.
5. The Sending Party shall reserve its right to call back its personnel when it deems necessary. The Receiving Party may request the Sending Party to withdraw or replace its personnel without giving any reason. In this case, the Receiving Party shall send the Sending Party through the offices of military attaché only its written request regarding the replacement of the personnel. The Receiving Party shall take the necessary measures as soon as possible for the return of the related personnel.
6. Administrative matters which constitute exceptions shall be specified in other memoranda of understanding, protocols or technical arrangements to be signed within the framework of this Agreement.
7. The Guest Personnel and their Dependents may benefit from the officers' clubs, military messes, and military commissaries within the framework of the regulations of the Receiving Party.
8. 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.
9. 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.
10. 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.
11. 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 Agreement may be concluded for training which are life-threatening and require 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 determined by Receiving Party.

ARTICLE XIII HEALTH SERVICES

1. The Guest Personnel and the Guest Students shall be in good health condition to perform any activity under this Agreement. The Receiving Party may request a medical report certifying that they are medically in good condition.
2. The costs of the examination and treatment services of the Guest Students shall be covered according to the national legislation of the Receiving Party. The Receiving Party shall cover the health insurance premiums or health expenses of the Guest Students.
3. The Receiving Party shall provide free of charge the emergency medical services and urgent dental care services of the Guest Personnel and their Dependents. The expenses of the medical examination and treatment, except for emergency medical services and urgent dental care of the Guest Personnel and their Dependents shall be covered by a health insurance to be bought according to the national legislation of the Receiving Party.
4. The Receiving Party may provide free of charge or in return for payment the insurance premiums or all treatment service costs of the Guest Personnel and their Dependents. If the Receiving Party decides to provide them in return for payment, the insurance premiums or all treatment service costs of the Guest Personnel and their Dependents shall be covered by the Sending Party or the Guest Personnel.

ARTICLE XIV 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 Agreement.
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) Domestic and international transportation (the procedures and principles shall be determined by the Receiving Party),
 - (2) 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),
 - (3) Training and education costs (at a cost, reduced cost or free of charge),
 - (4) Dress (details shall be determined by the Receiving Party),
 - (5) Shift pay for doctors receiving speciality training.
 - b. For the Guest Students:
 - (1) Domestic and international transportation (the procedures and principles shall be determined by the Receiving Party),
 - (2) Boarding,

- (3) Lodging (in the guesthouse or facility determined by the Receiving Party),
- (4) Daily allowance (terms and amount determined by the Receiving Party),
- (5) Training and education costs (at a cost, reduced cost or free of charge),
- (6) Dress (details shall be determined by the Receiving Party),
- (7) Wages paid to 6th grade students of the Medical Faculty during the internship training.

3. English language courses to be provided in the Republic of Sierra Leone (including language preparatory classes during academic education) and Turkish language courses to be provided in the Republic of Türkiye 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. 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). Should not the transfer be made in US Dollars, the payment shall be made over a convertible currency to be decided by the Receiving Party.

6. Should it be requested and approved, and in case the exchange of military experience, education/training activities, providing of consultation service or providing of materiel support is realized before the country of which the relevant personnel/student is a national of, the emerging costs shall be borne by the Receiving Party. However, should the Receiving Party requests, fully or partially meeting of such expenses may be decided by the Sending Party.

7. 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 XV CUSTOMS AND PASSPORT PROCEDURES

1. 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. 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 framework of its legislation.

ARTICLE XVI COMMITMENTS OF THE PARTIES ARISING FROM OTHER INTERNATIONAL AGREEMENTS

The provisions of this Agreement 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.

ARTICLE XVII SETTLEMENT OF DISPUTES

1. Any dispute arising from the implementation or interpretation of this Agreement 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 Agreement in accordance with the procedure specified in ARTICLE XIX.

ARTICLE XVIII AMENDMENT AND REVIEW

Either Party may propose amendment or review of this Agreement through diplomatic channels, if deemed necessary. Negotiations shall start within 30 (thirty) days from the date of the receipt of the written proposal. If no result is obtained within 60 (sixty) days, the Parties may terminate this Agreement in accordance with the procedure specified in ARTICLE XIX. Agreed written amendments or revisions shall enter into force in accordance with the procedures set forth in ARTICLE XX governing the entry into force of this Agreement.

ARTICLE XIX DURATION AND TERMINATION

1. This Agreement shall remain in force for a period of 5 (five) years.
2. Unless one of the Parties notifies the other Party in writing through diplomatic channels of its intention to terminate it, this Agreement shall be extended automatically for successive periods of 1 (one) year.
3. Either Party may notify its intention to terminate the Agreement to the other Party in writing through diplomatic channels at any time. Notifications on termination of the Agreement shall be effective 90 (ninety) days after the notification is made.
4. The termination of this Agreement shall not affect the ongoing programs and activities.

ARTICLE XX RATIFICATION AND ENTRY INTO FORCE

This Agreement 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 Agreement.

ARTICLE XXI
TEXT AND SIGNATURE

This Agreement was done in Ankara, on 05 August 2022, in two original copies in English and Turkish languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

ON BEHALF OF THE GOVERNMENT
OF THE REPUBLIC OF SIERRA LEONE

ON BEHALF OF THE GOVERNMENT
OF THE REPUBLIC OF TÜRKİYE

SIGNATURE:



NAME : Kellie Hassan CONTEH

TITLE : Minister of Defence

SIGNATURE:



NAME : Hulusi AKAR

TITLE : Minister of National Defence