

**Memorandum of Understanding
among the Government of the Republic of Azerbaijan,
the Government of Georgia and
the Government of the Republic of Turkey
concerning cooperation in defence sphere**

The Government of the Republic of Azerbaijan, the Government of Georgia and the Government of the Republic of Turkey (hereinafter referred to as the "Parties"),

Referring to the friendly and cooperative relations existing among the Parties,

Reaffirming that the atmosphere of common understanding, dialogue, confidence, solidarity and cooperation in international relations should be strengthened,

Emphasizing that the friendship and cooperation among the Parties shall also contribute to peace and stability at both regional and international level,

Underlying that Parties have exemplary relations and close cooperation on a wide range of areas from energy to transportation, and from economy to education and culture,

Emphasizing the importance of the concluded and ongoing regional cooperation projects of strategic importance,

Desiring to enhance and strengthen the existing relations in the defence sphere among the Parties,

Respecting sovereignty, independence, territorial integrity and inviolability of internationally recognized borders of the states of the Parties,

Taking into account the provisions of the Agreement Among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace Regarding the Status of Their Forces of June 19, 1995 (PfP SOFA),

Have agreed on the following:

Article 1

General Provisions

1. The Parties shall cooperate in accordance with their national legislations and international obligations in order to encourage, facilitate and develop mutually beneficial defence cooperation.
2. The defence cooperation of the Parties in the framework of this Memorandum of Understanding will be performed on the basis of equal rights and mutual benefits.

Article 2

Purpose and Scope

1. The purpose of this Memorandum of Understanding is to further improve the cooperation among the Parties in the fields specified in Article 4 of this Memorandum of Understanding.
2. This Memorandum of Understanding covers the basics and principles of cooperation in the field of defence among the Parties.

Article 3

Definitions

1. Sending Party means the Party sending personnel, material and equipment to the Receiving Party for the purposes of this Memorandum of Understanding.
2. Receiving Party means the Party receiving personnel, material and equipment sent by the Sending Party in its territory for implementation of this Memorandum of Understanding.
3. Visiting Personnel means military or civil personnel who are sent by the Parties to the countries of other Parties for implementation of this Memorandum of Understanding.
4. Classified Information means any information or material regardless of their form or type or method of transmission, which are marked with the proper classification markings and which require protection against unauthorized access, use or disposal due to national security interests and in accordance with national legislation.
5. Originating Party means the Party or organization under whose authority the Classified Information has been produced.

Article 4

Fields of Cooperation

1. The Parties shall cooperate in the following fields:
 - a. Creation of military forces and defence systems compatible with relevant principles of UN, OSCE as well as NATO standards and manuals;
 - b. Exchange of knowledge, experience and best practices with respect to protection of critical infrastructure;

- c. Training and education of the military and civilian personnel;
- d. Exchange of information and experience within the scope of this Memorandum of Understanding;
- e. Civil-military cooperation (CIMIC);
- f. Procurement and logistics;
- g. Defence industry cooperation;
- h. Arms control;
- i. Cyber security in the defence field;
- j. Military mapping;
- k. Collaboration in defence research, development and technology;
- l. Environmental protection including management of natural and anthropogenic disasters within the scope of this Memorandum of Understanding;
- m. Implementation of joint exercises and participation in joint exercises;
- n. Cooperation on international peace operations and missions;
- o. Military engineering, demining and counter -improvised explosive devices;
- p. Cultural and sport activities;
- q. Electronic warfare in the defence field.

2. This Memorandum of Understanding covers only the trilateral fields of cooperation. The existing agreements and activities of bilateral cooperation among the Parties shall not be affected by this Memorandum of Understanding.

Article 5

Forms of Cooperation

The cooperation among the Parties shall be executed in the following forms:

- a. Meeting of ministers and other military and civilian officials of the Parties;
- b. Working visits and meetings of military and civilian experts and exchange of expertise in the fields of cooperation;
- c. Joint discussions and consultations on common interests;.



- d. Joint seminars, trainings and conferences;
- e. Establishment of direct contact mechanisms between units, staffs and other institutions organizing national defence;
- f. Exchange of knowledge, experience and personnel among National Defence University, military colleges, institutions and training centers;
- g. Sending of instructor teams with various specializations;
- h. Training at the military educational institutions;
- i. Participation in joint exercises;
- j. Participation in cultural and sports events.

Article 6

Competent Authorities

Competent authorities of the Parties responsible for the implementation of this Memorandum of Understanding are as follows:

- 1. For the Government of the Republic of Azerbaijan:
 - a. Ministry of Defence
 - b. Ministry of Defence Industry

- 2. For the Government of Georgia:
 - a. Ministry of Defence
 - b. Ministry of Internal Affairs

- 3. For the Government of the Republic of Turkey:
 - a. Ministry of National Defence
 - b. General Staff



Article 7

Working Group and Annual Plan of Cooperation

1. In order to implement this Memorandum of Understanding, the competent authorities of the Parties shall form a joint working group.
2. Establishment of the working group shall be defined by the competent authorities of the Parties.
3. The working group;
 - a. shall prepare annual plans of co-operation, defining the names, the forms, dates and place of the activities, number of participants and other aspects relating to the organization and execution of these activities.
 - b. shall define financial issues related to the implementation of the planned activities, when needed.

Article 8

Protection of Classified Information

1. The Parties may exchange Classified Information in the process of co-operation in the fields defined by this Memorandum of Understanding.
2. In accordance with their current legislations, Parties shall take appropriate measures to protect Classified Information, which is exchanged or created under this Memorandum of Understanding.
3. The Party which receives Classified Information shall mark them with its own equivalent security classification. Security classification levels and their equivalences for the Parties are:

Republic of Azerbaijan	Georgia	Republic of Turkey	English equivalents
Xüsusi əhəmiyyətli	განსაკუთრებული მნიშვნელობის	ÇOK GİZLİ	TOP SECRET
Tam məxfi	სრულიად საიდუმლო	GİZLİ	SECRET
Məxfi	საიდუმლო	ÖZEL	CONFIDENTIAL
Xidməti istifadə üçün	შეზღუდული სარგებლობისათვის	HİZMETE ÖZEL	RESTRICTED

4. The Party which receives Classified Information shall neither declassify the Classified Information nor give it a lower security classification level without prior consent of the Originating Party in writing.
5. The Party which receives Classified Information shall not transmit them to a third Party without prior written consent of the Originating Party.
6. The Parties shall continue to be responsible for protection of the exchanged Classified Information as well as prevention of their declassification even after the termination of this Memorandum of Understanding.
7. Classified Information generated within the scope of this Memorandum of Understanding shall not be used against the interests of other Parties or third Parties by either Party.
8. The Parties shall respect the rights governing the issues of patent, copyright and utility models in their cooperation activities.
9. The Parties shall ensure that access to Classified Information is limited to those personnel who possess the required security clearances and have a specific need to know for such accesses.
10. In case of unexpected disclosure of the Classified Information exchanged within the scope of this Memorandum of Understanding, the Party who determines such a situation shall immediately inform the other Parties.
11. In case of existence of bilateral agreement between the Parties on the exchange and protection of Classified Information, the provisions of that bilateral agreement shall be applied.

Article 9

Financial Aspects

1. Unless otherwise agreed by the competent authorities of the Parties, Sending Parties shall bear the expenses incurred by it in implementing the provisions of this Memorandum of Understanding.
2. The costs of goods and services within the scope of training, education as well as procurement and logistics service provided for the Visiting Personnel shall be paid by the Sending Party in U.S. Dollars at the rate valid on the date of payment into the relevant bank account determined by the competent authority of the Receiving Party within 60 (sixty) working days after the date of the invoice to be issued following the end of the activities.

3. All expenses related to the transportation outside the Receiving Party territory shall be borne by the Sending Parties. The Receiving Party shall decide whether the transportation services required for the execution of the activities shall be provided in return for payment or free of charge within the framework of capabilities and the principle of reciprocity.

Article 10

Medical Services

Regarding the personnel sent for activities within the scope of fields of cooperation stated in this Memorandum of Understanding,

a. emergency medical and urgent dental care services are provided free of charge pursuant to relevant legislation of the Receiving Party. Other types of health care services provided to the personnel by medical institutions are covered by the Sending Party.

b. costs regarding the transportation to their countries due to illness or death as well as funeral costs are covered by the Sending Party.

Article 11

Status of Personnel

1. The Parties shall waive all claims against each other for damage to property owned or used, and injury or death of their personnel in accordance with the provisions of PfP SOFA.

2. The Parties shall take the necessary measures to assure the maintenance of discipline of their personnel and shall exercise jurisdiction over their personnel in accordance with the provisions of PfP SOFA.

3. For participation in concrete activities foreseen by this Memorandum of Understanding the movement of personnel, equipment and transport vehicles of the Sending Party in the territory of Receiving Party shall be conducted in accordance with the provisions of PfP SOFA.

Article 12

Commitments Arising From Other International Agreements

The provisions of this Memorandum of Understanding shall not affect the commitments of the Parties originating from other international agreements to which their states are Parties and shall not be used against the interests, security and territorial integrity of other states.

Article 13

Settlement of Disputes

Any disputes arising from implementation or interpretation of the present Memorandum of Understanding shall be settled by consultations and/or negotiations among the Parties and shall not be referred to any national or international court or third party for settlement.

Article 14

Amendments

Any amendments can be made to this Memorandum of Understanding by written mutual consent of the Parties. Such amendments shall be made in form of separate documents as an inseparable part of this Memorandum of Understanding and shall enter into force in accordance with the provisions of Article 16 of this Memorandum of Understanding.

Article 15

Depositary

The Government of Georgia shall be the Depositary of this Memorandum of Understanding. The Depositary shall provide a certified copy of this Memorandum of Understanding to all Parties.

Article 16

Entry into Force

Parties shall inform, in written, the Depositary about the completion of their internal legal procedures necessary for entry into force of this Memorandum of

Understanding. This Memorandum of Understanding shall enter into force on the 30th day following the date when Depositary has informed other Parties that all Parties completed internal legal procedures required for the entry into force of this Memorandum of Understanding.

Article 17

Duration and Termination

1. This Memorandum of Understanding shall remain in force for 5 years and shall be automatically extended for the successive 1 year periods unless any of the Parties sends a notification of termination to the Depositary in writing, at least 6 months prior to the end of validity period of this Memorandum of Understanding, through diplomatic channels. The Depositary shall inform the other Parties about any Party's intention to terminate this Memorandum of Understanding.

2. The provisions of termination shall not affect the implementation of the projects and programs determined and initiated before the termination of this Memorandum of Understanding.

Done in ... Giresun on, 31 March ... 2018 in single copy in Azerbaijani, Georgian, Turkish and English languages, each text being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

ON BEHALF OF
THE GOVERNMENT
OF THE REPUBLIC
OF AZERBAIJAN



Zakir HASANOV
COLONEL GENERAL
Minister of Defence

ON BEHALF OF
THE GOVERNMENT OF
GEORGIA



Levan IZORIA
Minister of Defence

ON BEHALF OF
THE GOVERNMENT
OF THE REPUBLIC OF
TURKEY



Nurettin CANIKLI
Minister of National
Defence