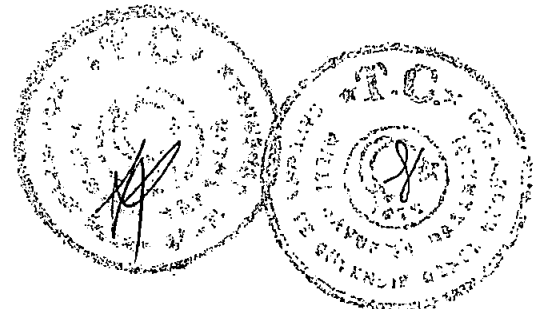


MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TÜRKİYE
AND
THE GOVERNMENT OF NATIONAL UNITY OF
STATE OF LIBYA
ON
THE STATUS OF THE TURKISH FORCES



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TÜRKİYE
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ON THE STATUS OF TURKISH FORCES**

PREAMBLE

The Government of the Republic of Türkiye and the Government of National Unity of State of Libya (hereinafter referred to as the "Party" or the "Parties");

Reaffirming their commitment to the aims and principles of the United Nations Charter and historical relationship built between the brother peoples on the basis of friendship between them and the principles of peace,

Considering the provisions of the Memorandum of Understanding between the Government of Republic of Turkey and the Government of Libya on Military Training Cooperation signed in Ankara on April 04, 2012 and the Memorandum of Understanding between the Government of Republic of Turkey and the Government of National Accord of the State of Libya on Security and Military Cooperation signed on November 27, 2019,

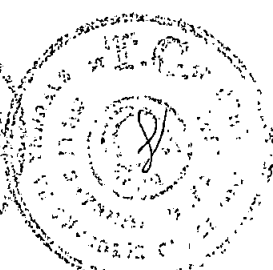
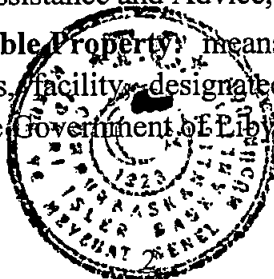
In order to support and strengthen the defence capacity of the State of Libya through joint training based on the respect by Turkish Forces assigned to Libya pursuant to the Turkish Grand National Assembly's Decision 1238 dated January 02, 2020 for the sovereignty, independence, regional security and national unity of the State of Libya and mutual respect for the equality of the parties.

Based on the request of the Government of National Accord of the State of Libya for assisting it in structuring Libyan Armed Forces and Security Forces.

Have agreed upon the following matters:

**ARTICLE 1
DEFINITIONS**

1. **Turkish Forces:** means the members of the Turkish Armed Forces and members of other related ministries, public institutions and organizations, who have been assigned to support Libya upon the invitation of the Government of National Accord of the State of Libya in accordance with the Memorandum of Understanding signed between the Parties on Security and Military Cooperation,
2. **Government of Libya:** means the Government of National Unity of the State of Libya recognized by the United Nations,
3. **Commander of the Turkish Forces:** means the Commander of the components of Defence Security Cooperation and Training Assistance and Advice,
4. **Allocated Movable and Immovable Property:** means all land, naval, air and space materials and equipment as well as weapons, facility, designated buildings and all kinds of property allocated to the Turkish Forces by the Government of Libya.



ARTICLE 2
PURPOSE AND SCOPE

To define the status of the Turkish Forces assigned to Libya under Article IV of the Memorandum of Understanding on Security and Military Cooperation upon the request of the State of Libya.

ARTICLE 3
RULES AND LIMITATIONS

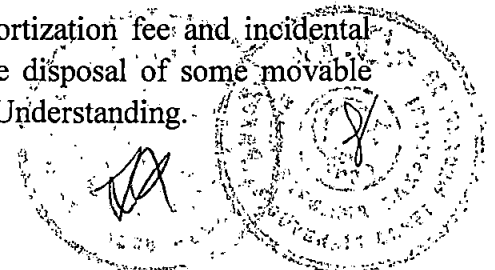
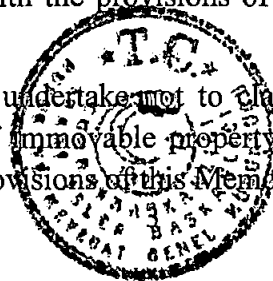
1. Turkish Forces assigned to Libya shall be obliged to act respectfully to international law, legal rules of the State of Libya and custom and tradition of both states.
2. Pursuant to the terms laid down in "Preamble" section of the Memorandum of Understanding, Turkish Forces shall hand over the persons they captured while carrying out their duties, to the competent authorities of Libya at the earliest convenience.

ARTICLE 4
USE OF ALLOCATED/TO BE ALLOCATED MOVABLE AND IMMOVABLE PROPERTY

1. Pursuant to the provisions of this Memorandum of Understanding, the Turkish Forces shall be authorized to use any movable and immovable property that have already been or to be allocated in future according to the status of Turkish Forces for the implementation.
2. The security of buildings and facilities that have already been allocated or to be allocated in future to the Turkish Forces is provided by the Government of Libya. Turkish Forces shall be also authorized to take additional security measures after consultation with the Libyan party.
3. The Government of Libya shall agree to provide additional facilities or conduct repairs, infrastructure and other renovations required by the duty in the facilities, buildings and additional installations, allocated or to be allocated in future following the notification by the Turkish Forces Command of its proposal and requirement within the capabilities.

ARTICLE 5
OWNERSHIP

1. All immovable property and non-consumable movable assets allocated to the Turkish Forces pursuant to the provisions of this Memorandum of Understanding shall be taken over by the Government of Libya after the completion of the mission. In addition, if agreed by both Parties after the completion of the mission, all ownership transactions related to any movable or immovable assets, that are used by the Turkish Forces or in the inventory of the Turkish Forces shall be conducted in accordance with the provisions of the Memorandum of Understanding on Security and Military Cooperation.
2. The Government of Libya shall undertake not to claim any amortization fee and incidental charges or rental fee for the use of immovable property or possible disposal of some movable property allocated pursuant to the provisions of this Memorandum of Understanding.



ARTICLE 6

STORAGE OF WEAPONS, AMMUNITION AND OTHER MATERIALS

Pursuant to the provisions of this Memorandum of Understanding the Government of Libya shall agree to ensure the storage of the duty-related ammunition and materials of the Turkish Forces, which are not prohibited by the international law, in places which will be designated following the consultation with the Libyan party.

ARTICLE 7

USE OF MOTOR, AIR AND NAVAL VEHICLES

1. Technical requests of the Turkish Forces for the use of airspace shall be met by the Government of Libya. Any material brought by the Turkish Forces within the scope of this Memorandum of Understanding shall be exempt from the control and free from any tax and charges in consultation with the Government of Libya.
2. Within the scope of this Memorandum of Understanding, Turkish naval vehicles entering the Libyan maritime jurisdictional area and territorial waters as well as their crew and any material and ammunition related to these vehicles or carried by these vehicles shall not be seized or subject to other actions and are exempt from all charges pursuant to Libyan laws.
3. For the implementation of this Memorandum of Understanding, fuel and other logistic requirements of all vehicles of the Turkish Forces shall be covered free of charge by the Government of Libya within the existing capabilities.

ARTICLE 8

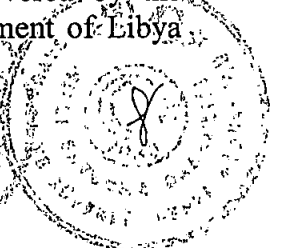
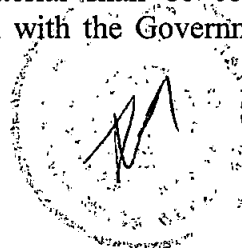
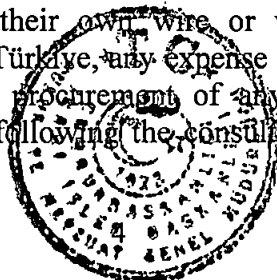
PURCHASE OF GOODS AND SERVICES AND CONTRACTING SERVICES

1. For the procurement of the required goods and services, the Turkish Forces shall sign contracts with contractors in Libya. In the event that the above-mentioned goods cannot be locally procured, contracts shall be made with the contractors outside Libya.
2. Costs of any contract and purchases that have been made by the Turkish Forces to fulfill the duties under this Memorandum of Understanding shall be paid by the Government of Libya following the consultation with the related Libyan authorities within its existing capabilities.

ARTICLE 9

INFRASTRUCTURE ESTABLISHMENT AND COMMUNICATION

1. The Government of Libya shall undertake to provide the electricity, water, sewage, internet and other data processing infrastructure in the buildings, facilities and areas, where the Turkish Forces have been or will be deployed, as well as any frequencies needed for the devices and these services free of charge and without any restriction.
2. The Turkish Forces may install their own wire or wireless communication systems to communicate with each other or with Türkiye, any expense incurred for any deficient equipment, installation of the infrastructure and procurement of any material shall be covered by the Government of Libya free of charge following the consultation with the Government of Libya, within the existing capabilities.



ARTICLE 10

SECURITY OF CLASSIFIED INFORMATION AND MATERIAL

For the security of the classified information and materials, the provisions of the "Memorandum of Understanding on Security and Military Cooperation" shall be implemented.

ARTICLE 11

LEGAL MATTERS

1. For the crimes committed by the personnel of the Turkish Forces solely to the property or security of the Republic of Türkiye or crimes solely committed to the person or goods of the Turkish Forces personnel as well crimes committed by any Turkish Forces personnel due to the performance of the duty or during the performance of the duty and for disciplinary law, the legislation of the Republic of Türkiye shall be applied and jurisdiction shall belong to the Republic of Türkiye.
2. Crimes committed by the Turkish Forces outside the duty shall be subject to sanction, laws and actions of Libya. In cases where the jurisdiction of the State of Libya is applied and the judgment provides for a sentence which is not covered by the legislation of the Republic of Türkiye, a type of sentence which is embodied in the legislation of both States or appropriate for the Parties shall be applied.
3. The Office of Defence and Security Cooperation shall determine which acts fall within the scope of duty or the performance of duty.

ARTICLE 12

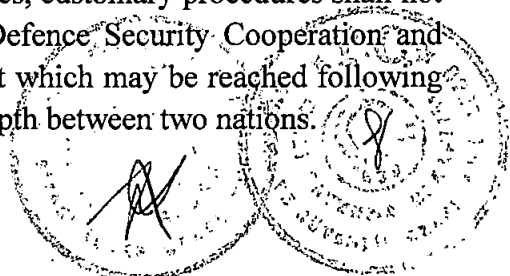
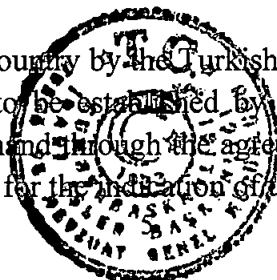
USE OF WEAPONS AND UNIFORMS

Turkish Forces shall be allowed to carry their personal or duty weapons and ammunition on them during their daily work and wear their official uniforms in the buildings assigned for the duty by considering the exceptional arrangements to be agreed between the Parties. The details related to this matter shall jointly be determined by the Office of Defence and Security Cooperation.

ARTICLE 13

ENTRY AND EXIT PROCEDURES

1. The Government of Libya shall stamp the passports of the Turkish Forces assigned by the Defence Security Cooperation and Training Assistance Advisory Command within the scope of the implementation of this Memorandum of Understanding during their entry in/exit from the country through the airports and seaports to be determined by the Government of Libya without requesting any visa. In addition, individuals and their accompanying goods shall be exempt from charges.
2. During the entry in/exit from the country by the Turkish Forces, customary procedures shall not be applied based on a mechanism to be established by the Defence Security Cooperation and Training Assistance Advisory Command through the agreement which may be reached following the consultations between the Parties for the indication of the depth between two nations.



ARTICLE 14

IMPORT, EXPORT AND TAXATION

1. The Government of Libya shall allow for the import of all kinds of goods and services into Libya or for sending them to Türkiye, which will be used for the activities to be conducted by the contractors, with whom the Turkish Forces have concluded contracts for the performance of the duties specified in this Memorandum of Understanding following the consultation with the related Libyan authorities.
2. The Government of Libya shall not impose any licence, permission, approval, review, any tax or fee on the import and export transactions to be carried out under this Article.
3. The Government of Libya shall exempt the Turkish Forces from all kinds of taxes during the performance of their duties pursuant to the provisions of this Memorandum of Understanding.

ARTICLE 15

DRIVING LICENCES AND OTHER CERTIFICATES AND LICENCES

1. The Government of Libya shall accept the validity of driving licenses for all kinds of land, naval and air vehicles owned by the Turkish Forces as well as certificates for the use of other tools and equipment.
2. The Government of Libya shall agree to issue a valid permit for every kind of non-tactical motor vehicle used by the members of the Turkish Forces, if required under its own laws.
3. The Government of Libya shall not request any fee from those permits granted under this Article and vehicles used regardless of under which name it is.

ARTICLE 16

POSTAL SERVICES AND OTHER FACILITIES

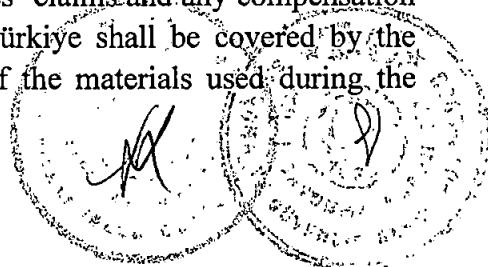
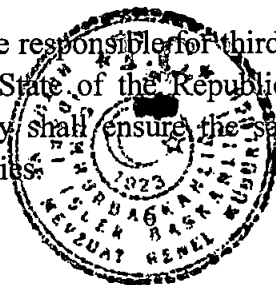
1. The Turkish Forces may establish various facilities, post office, bank branch and various sports facilities as well as recreational areas in the buildings, facilities and areas assigned to them for the rest and needs of its members in such a way that is not contrary to the laws of the State of Libya.
2. The Government of Libya shall exempt all kinds of consignments allowed to be sent by post by the Turkish Forces in such a way that is not contrary to the local laws from any charges.
3. Importation of goods and services carried out for the conduct of the activities under this Article shall not be subject to any tax or fee.

ARTICLE 17

COMPENSATION CLAIMS

The Parties shall not claim any compensation from each other for the injury or death or which may occur during the performance by the individuals of the duty assigned to them or damages inflicted on the individuals or property during the performance of the activities specified in this Memorandum of Understanding.

The Government of Libya shall be responsible for third parties' claims and any compensation which may be decided against the State of the Republic of Türkiye shall be covered by the Government of Libya. Turkish Party shall ensure the safety of the materials used during the training activities within the capabilities.



ARTICLE 18
COOPERATION AND COORDINATION

Any cooperation and coordination between the Turkish Forces and the Government of Libya within the scope of the implementation of this Memorandum of Understanding shall be made through the Office of Defence and Security Cooperation.

ARTICLE 19
HEALTH SERVICES

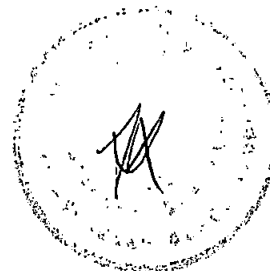
1. The major medical equipment of the hospitals/health units to be operated by the Turkish Forces and their spare parts as well as consumable items shall be provided free of charge within the capacity of the State of Libya.
2. The Government of Libya shall provide ambulance aircraft for the patients/injured who are deemed by the Turkish medical staff to be an emergency.
3. Medical services provided for the Turkish Forces by the Government of Libya within the scope of this Memorandum of Understanding shall be free of charge.

ARTICLE 20
COORDINATION AND COOPERATION IN SECURITY MATTERS

1. The Government of Libya shall take necessary security measures required during the entry /exit of the incoming personnel and material within the scope of this Memorandum of Understanding.
2. The Commander of the Turkish Forces may directly contact with (Libyan) local police forces/security units and intelligence units following the coordination with Office of Defence and Security Cooperation.
3. Upon request of the Turkish Forces, the Government of Libya shall provide force protection and escort.

ARTICLE 21
SETTLEMENT OF DISPUTES AND COMMITMENTS OF THE PARTIES ARISING FROM OTHER INTERNATIONAL AGREEMENTS

1. Disputes shall be settled according to the terms specified in Article XVI of the Memorandum of Understanding on Security and Military Cooperation.
2. In the event of provisional divergence between this Memorandum of Understanding and those referred to in "Preamble" section, the provisions of this Memorandum of Understanding shall apply.
3. The Parties shall make every effort to meet other needs, that may arise while achieving the purposes of this Memorandum of Understanding, in good faith.



ARTICLE 22

DURATION AND TERMINATION

1. The duration of this Memorandum of Understanding shall be 3 (three) years as of its entry into force.
2. Unless one of the Parties informs the other Party in writing of its intention to terminate this Memorandum of Understanding through diplomatic channels, the duration shall automatically be extended for 1 (one) year periods.
3. Either Party may notify the other Party in writing through diplomatic channels of its intention to terminate this Memorandum of Understanding at any time. Notifications made to terminate the Memorandum of Understanding shall be effective 90 (ninety) days after being made.

ARTICLE 23

RATIFICATION AND ENTRY INTO FORCE

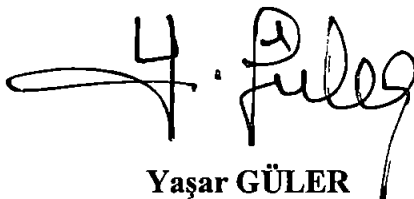
1. This Memorandum of Understanding shall enter into force on the date on which the last written notification is received through which the Parties inform each other of the completion of their internal legal procedures necessary to that effect.
2. Each Party may propose an amendment or review of this Memorandum of Understanding through diplomatic channels, if necessary. Amendments or changes agreed upon in a written form shall enter into force in accordance with the procedure laid down in paragraph 1 of this Article.

ARTICLE 24

TEXT AND SIGNATURE

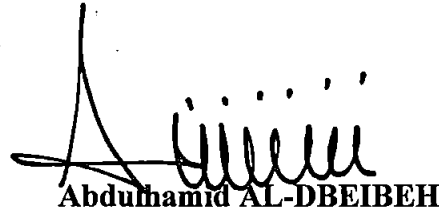
This Memorandum of Understanding is done in Antalya..... on 01/03/2024..in two original copies in Turkish, Arabic and English languages, each text being equally authentic. In case of any difference in interpretation, the English text shall prevail.

ON BEHALF OF THE GOVERNMENT
OF THE REPUBLIC OF TÜRKİYE



Yaşar GÜLER
Minister of National Defence

ON BEHALF OF THE GOVERNMENT
OF NATIONAL UNITY OF
STATE OF LIBYA



Abdulhamid AL-DBEIBEH
Prime Minister and Minister of Defence of the
Government of the National Unity

