

TECHNICAL ARRANGEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF TURKEY

AND

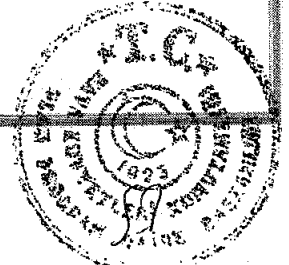
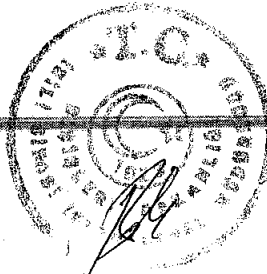
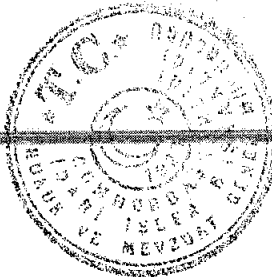
THE GOVERNMENT OF THE STATE OF QATAR

ON TEMPORARY DEPLOYMENT OF QATARI MILITARY AIRCRAFT

AND SUPPORT PERSONNEL

IN THE TERRITORY OF THE REPUBLIC OF TURKEY

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Technical Arrangement between the Government of the State of Qatar and the Government of the Republic of Turkey on Temporary Deployment of Qatari Military Aircraft and Support Personnel in the Territory of the Republic of Turkey.

INTRODUCTION

The Government of the State of Qatar and the Government of the Republic of Turkey (Hereinafter referred to as the "Party" or "Parties"),

Considering the "Agreement between the Government of the State of Qatar and the Government of the Republic of Turkey on Training, Technical and Scientific Cooperation in Military Fields", signed on 23 May 2007 (Hereinafter referred to as the Agreement),

Emphasizing their desire to develop friendly relations between parties and strengthen their cooperation in military field,

Affirming that such cooperation is based on full respect for the sovereignty of each party in accordance with the purposes and principles of the Charter of the United Nations,

Have agreed upon the following:

ARTICLE I

PURPOSE

The aim of this TA is to determine the rules and principles, responsibilities and requirements in order to regulate temporary deployment, stationing and use of Qatari military aircraft, personnel and equipment stationed at locations authorized by the Government of the Republic of Turkey and Host Nation Support of Republic of Turkey for the deployment of Qatar's aircraft, personnel and equipment.

ARTICLE II

SCOPE

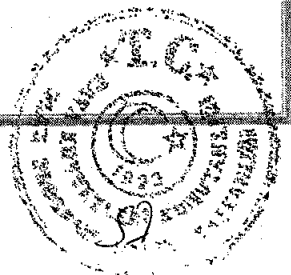
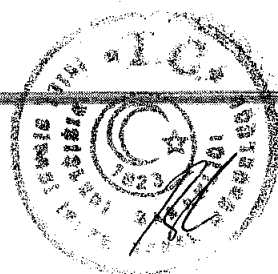
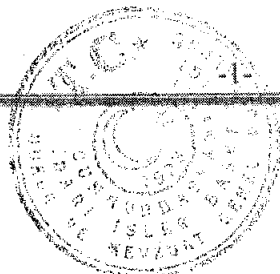
This TA applies to all the activities related to the deployment of the aircraft, personnel and equipment of Qatar Emiri Air Force in the territory of Republic of Turkey.

ARTICLE III

TERMS AND DEFINITIONS

The following definitions apply to this TA:

1. **Host Nation (HN)** : In this TA, the term "Host Nation" means the Republic of Turkey.
2. **Host Nation Support (HNS)** : The civil and military assistance provided by the HN to the SN for the purpose of this TA. The HNS as described in this TA shall begin with the entry of the SN Personnel into the territory of the HN and continue until such personnel leave the territory of the HN. In addition, HNS will continue in case of a participation of such personnel in Turkish Armed Force's air transport missions performed out of Turkish territory during this period.
3. **Sending Nation (SN)** : In this TA, the term "Sending Nation" means the State of Qatar temporarily deployed forces outside its own territory and requesting the use of a HN's support.
4. **Parties** : In this TA, the term "Parties" means the Government of the State of Qatar and the Government of the Republic of Turkey.
5. **Competent Authorities**: The competent authorities to implement this TA are the Qatar Emiri Air Force on behalf of the Government of the State of Qatar and the Turkish Air Force Command on behalf of the Government of the Republic of Turkey.



ARTICLE IV

IMPLEMENTATION PROCEDURES

1. This TA shall be carried out on the basis of cooperation, reciprocity and mutual interest in accordance with the national legislation of the parties.

2. The duration of the temporary deployment of SN's aircraft and personnel on bases and locations authorized by TGS (Turkish General Staff) shall be determined with approval of competent authorities of both parties.

3. In the scope of this TA, the number of personnel and aircraft that will be accepted by HN shall be determined by and coordinated in advance with HN according to the current availability status of it, however the total number of deployed SN aircraft cannot be more than 36 and the number of deployed SN personnel cannot be more than 250.

4. HN is to permit the use of its airbases and air space for training of SN personnel.

5. During the Qatar's aircrafts' planned training flights that will be executed in the Turkish air space, the Permanent Diplomatic Flight Clearance (PDFC) numbers which start with KAT/TRA/20/001 are to be used in order to distinguish from the other flights that use Turkish Air Space. Besides, KAT/TRA/XX/YYY PDFC are to be used as long as the mentioned TA continues. (TRA: Training flight, XX: Flight year, YYY: Flight order number)

6. All the activities of the SN military aircraft are subject to the prior approval of the HN competent authorities. Training flights of SN personnel for the aim of operation readiness are to be coordinated with HN Base/Airfield Commander in advance.

7. Personnel operating in support of this TA are to obey the international and HN's flight rules, Air Space Coordination Procedures, and NOTAMS.

8. HN has the authority to change the previously designated air space to the SN and the route of SN aircraft or cancel the activity.

9. Training flights of SN inside Turkey are to be conducted during air transportation missions as much as possible. Within this scope, SN is to avail of its deployed cargo aircraft for transportation and air-drop of HN military equipment, material, dangerous goods, ammunition, personnel or humanitarian aid materials inside or outside Turkey.

10. In case of a support requirement of the HN, SN is to avail of its other type of aircraft in SN's inventory for transportation of HN military equipment, material, dangerous goods, ammunition, personnel or humanitarian aid materials inside and outside of Turkey, if it is deemed suitable by competent authority of SN.

11. SN aircraft is to operate from the deployed airbase/airfield of HN. However, SN aircraft may use another airfield or base temporarily for training, exercise or transport of materials in coordination with HN.

12. Transportation aircraft sorties of SN are to have one HN transport pilot in the cockpit as an observer overseeing the flight being conducted in accordance with rules and regulations of HN

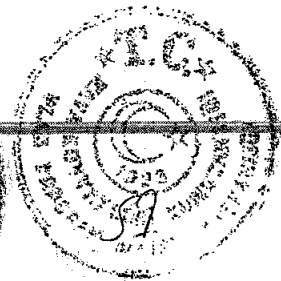
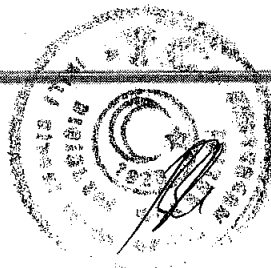
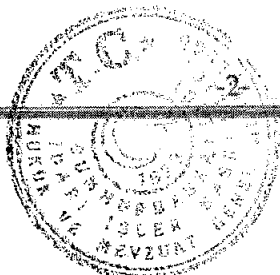
air space management rules and procedures. In case of duty requirements the observer pilot has the authority to change air space previously designated to the SN or the route of SN aircraft.

13. Likewise, transportation aircraft sorties of SN are to have one HN loadmaster inside the aircraft to conduct administrative issues on TurAF Information Systems for shipment and reception of HN material and transportation of HN personnel.

14. A SOP (Standart Operating Procedures) document shall be arranged in case of need for the above mentioned application procedures.

15. In the event that SN deploys fighter aircrafts in HN with the purpose to perform training flight, on training flights that will be performed with these aircrafts, one HN aircraft is to be planned in its column as an observer, overseeing the flight being conducted in accordance with rules and regulations of HN air space management rules and procedures. A separate SOP document shall be arranged for the fighter aircraft flight procedures.

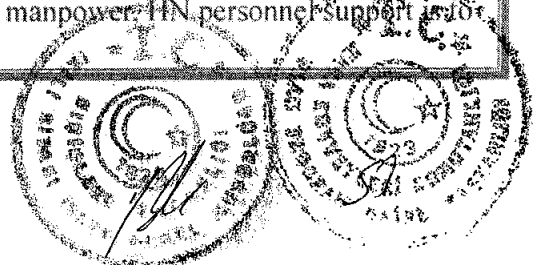
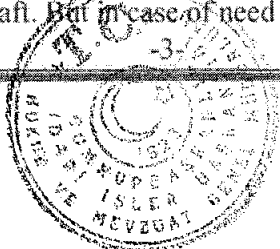
16. Electronic equipments/sensors present at SN aircrafts for photo/reconnaissance/intelligence purpose are to be switched off in Turkish Airspace unless HN permits.



ARTICLE V

LOGISTICS

1. In the scope of logistics issues of this TA, SN is to:
 - a. Be responsible for the general logistic support of its deployed unit.
 - b. Fulfill its obligation to respect custom procedures for those materials to import in or export from HN.
 - c. Pay for goods and services obtained, either from military sources under HNS or from civilian contractors, as it is agreed upon.
2. SN is responsible for the reimbursement of the expenditures of HN providing JP-8, diesel (F-54), gasoline, liquid oxygen/nitrogen and anti-icer/de-icer fluid etc. to military equipment and vehicles in SN's use.
3. HN is to provide an office for air and ground crew of SN, if space is available at squadrons and maintenance units of the air base deployed.
4. SN aircraft are to be parked in the aircraft parking area unless a maintenance or repair activity is required inside a hangar. The SN aircraft should not be stationed at a maintenance facility or hangar more than 15 days except compulsory (Minor Upgrade Bundle-MUB, engine replacement, long term maintenance/trouble shooting activity etc.) circumstances.
5. Working office areas, aprons, aircraft parking areas, maintenance facilities, equipment and utilities such as electricity and water (except drinkable water) are to be provided free of charge to SN aircraft and personnel.
6. Whenever the circumstances allow HN and SN aircraft common spare parts are to be borrowed or exchanged on a replacement or reimbursement basis with the written permission of Turkish Air Force Logistics Command. Spare parts exchanged are to be the product of original equipment manufacturer with the tags which show they are serviceable. For such spare parts Third Party Transfer situation is to be considered.
7. Construction, maintenance, and repairs of buildings or other property needed to support SN is to be conducted as follows:
 - a. All new construction and maintenance/repair works to be carried out by the SN, requires permission of HN.
 - b. Local materials are to be used during construction works as much as possible and these works are to be conducted by HN local contractors.
 - c. Construction, maintenance, restoration and repair costs are to be covered by the SN.
 - d. Loss/damage given to all facilities during the use of SN Forces are to be handled in accordance with the respective laws of HN and all related costs shall be compensated by the SN.
 - e. Construction of new buildings and demolition, removal, alteration and modernization which change the basic structure of existing buildings shall be subject to prior approval of the related HN authorities.
 - f. The planning and construction of the abovementioned facilities is to be subject to HN regulations. SN is to make a written application to the Base/Airfield Commander of HN for new construction, repair and/or modernization services that change the main structure of the facilities and all other related construction works.
 - g. Improvement status of permitted constructions is to be reported quarterly to HN related unit.
 - h. After construction/maintenance of the buildings finalized, SN is to make a written application to stationed Air Base or Airfield Command of HN so as to get the buildings registered or registry records edited.
 - i. Upon discontinuation of this TA, unsuitable property constructed by the SN, are to be removed and the land is to be rendered into its previous form. The costs pertaining to the removal of these buildings and facilities are to be covered by the SN. And the remaining facilities are to be transferred to the HN without any residual cost.
8. Turkish Air Force aircraft maintenance personnel will not directly perform maintenance and trouble shooting processes for SN aircraft. But in case of need for manpower, HN personnel support is to



be provided in SN personnel's custody. The fee for manpower support will be decided on a reciprocal basis. Any damage caused by HN personnel during manpower support does not result in legal liability.

9. For maintenance and trouble shooting processes any required equipment is to be provided by HN. However any consumable material/fuel etc, and damage is to be paid by SN.

ARTICLE VI

FINANCIAL MATTERS

1. General Considerations:

a. Goods and services to be obtained from public sector or civilian market are to be acquired through a contract signed by the SN. The HN is to, by all means, be neutral in awarding such contracts, but is to undertake a coordinating role if required, to gather the authorities of the SN with local Contractors.

b. To measure the consumption of goods and services provided by HN, the SN is to establish measurement and control devices at places designated by the HN, providing that SN is to remove such devices and leave the facility in its original condition at the end of the temporary deployment. Otherwise, goods and services consumption rates declared by the HN shall be valid.

c. SN personnel and their Family Members are subject to Tax Laws of HN.

2. Financial Liabilities:

SN will only be responsible for the goods and services obtained. However;

a. Communication services via the military communication lines shall not be charged,

b. For Health Services, the provisions of Article XIII of the Agreement, dated 23 May 2007 shall govern.

c. Costs of the following goods and services for personal use shall be paid in cash at the time such goods and services are obtained.

- (1) Rations, accommodation, billeting,
- (2) Private telephone calls and mailing services,
- (3) Mobile electric generators,
- (4) Rental cars.

d. The following goods and services will be provided on a reimbursable basis.

(1) JP-8, diesel, gasoline, liquid/gas oxygen/nitrogen, oil and anti-icer/de-icer fluid etc. when supplied by HN.

(2) Restoration of working offices buildings.

e. While implementing the provisions of this TA, SN agrees to reimburse all costs determined by HN.

3. Reimbursement Procedures:

a. Each party shall be responsible for adjusting its national budget and funds in advance to fulfill its financial liabilities under this TA.

b. All financial liabilities imposed by the contracts made with the public or civil sector in relation to the procurement of goods and services by the SN shall be fulfilled in a timely manner.

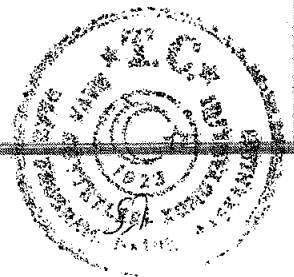
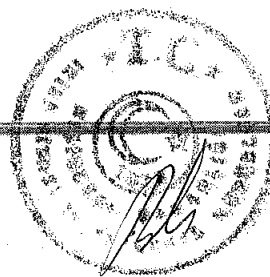
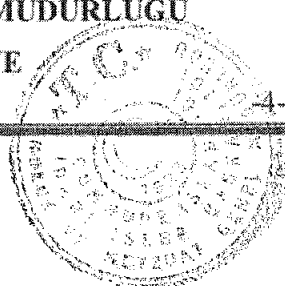
c. All payments and reimbursements shall be carried out within 90 days after the submission of official documentation by the HN to the SN in relation to the goods and services provided to the SN relating to the deployment.

d. The cost of goods and services obtained from HNS shall be calculated based on the TL/USD exchange rate of the day the goods or services are provided and payment will be made by the SN to the following address with the statement "For the goods and services provided by TurAF/its affiliated unit during the deployment".

T.C. MERKEZ BANKASI

KAMBIYO ŞUBE MÜDÜRLÜĞÜ

ANKARA/TÜRKİYE



ACCOUNT NAME: MİLLİ SAVUNMA BAKANLIĞI ÖZEL DÖVİZ HESABI

ACCOUNT NUMBER: 85 859 001 021

IBAN: TR17 0000 1001 0000 0859 0010 21

SWIFT CODE: TCMB TR 2A

ARTICLE VII

MEDICAL SUPPORT

1. SN shall be responsible for the capability of its personnel to join the mission and in this context ensuring that its personnel does not have any physical problem. Deployment participation of a SN personnel with health problems preventing duty performance shall not be permitted by the HN.
2. SN shall have all its personnel joining the deployment vaccinated with the vaccines determined by World Health Organization (WHO) prior to entry to the HN. In this regard, the standard vaccination cards of WHO shall be carried by the personnel as the vaccines are noted on the card.
3. Medical and Dental treatment support shall be carried out in accordance with the Agreement dated 23 May 2007.
4. In case of death, funeral or autopsy process is to be coordinated by HN with SN in order to ensure the compliance to the SN policies. A representative from SN (a doctor if possible) shall have the authority to attend the autopsy and take a copy of the final autopsy report as long as HN Medical Authorities have consent.
5. Upon completion of the autopsy, the body shall immediately be delivered to the SN authorities for transportation. In such a case, the HN shall allocate the appropriate means of transportation upon SN request.
6. In case of death, SN is to be responsible for all charges related to transportation of the body back to SN.

ARTICLE VIII

LEGAL ISSUES AND DISCIPLINARY PROCEDURES

1. SN ensures that the personnel who will be sent to HN does not have criminal records.
2. For the legal and disciplinary procedures, the provisions of the Agreement dated 23 May 2007 shall govern.

ARTICLE IX

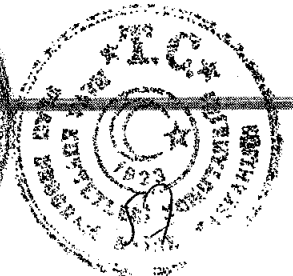
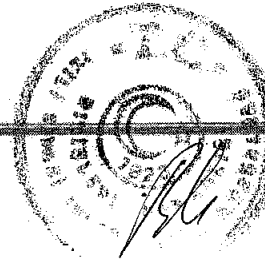
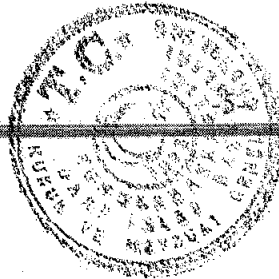
CUSTOMS PROCEDURES

The SN is to abide by the HN customs laws and regulations.

ARTICLE X

ENVIRONMENTAL PROTECTION

1. In the whole process including the planning, execution, termination phase of the deployment, and the activities to bring the theatre back to its former condition, environmental aspects are to be integrated.
2. SN, shall comply with HN's environmental regulations and keep any types of waste in special areas stated and informed by HN in advance.
3. In accordance with "polluting party incurs" principle, as one of the general principles in environment management, the expenses regarding the compensation of environmental damages and waste management are to be incurred by the polluting party/producer of those wastes.
4. HN shall inform SN of its own environmental regulations.



ARTICLE XI

COUNTRY ENTRANCE PERMISSION

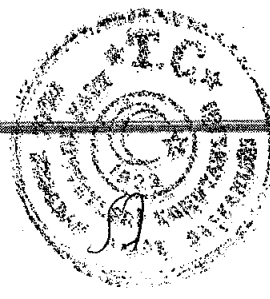
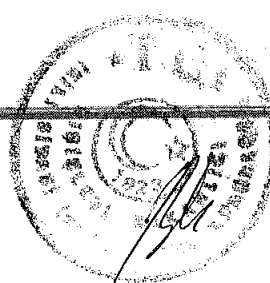
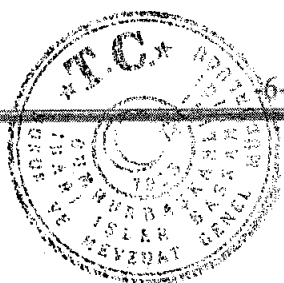
Diplomatic arrangements in the context of country entrance permission shall be carried out by SN and applications shall be;

1. In order to conduct its personnels' base access procedures, SN is to apply to HN 60 days before the temporary deployment (except urgent situations).
2. Annually allocated Permanent Diplomatic Flight Clearance (PDFC) numbers are to be used according to the determined principles/basis for Qatar's aircraft's entering and exiting to the Turkish Air Space. Abovementioned PDFC is renewed every year. PDFC for 2020 starts with KAT/001.

ARTICLE XII

COMMUNICATION

1. The list containing the details (part (catalogue) name and type, model, purpose of use, quantity) of any types of CIS (Communications and Information Systems) equipment and materials to be brought to Turkey for temporary deployment purposes shall be informed to the HN at least 45 days before the beginning of the deployment.
2. The use of CIS equipment and materials brought by SN, shall be permitted following the consent of the HN.
3. Under the temporary deployment, HN shall allow the use of its own military ATC (Air Traffic Control) CIS by SN, as limited by deployment requirements.
4. The use of radio frequency in HN, shall comply with ITU (International Telecommunication Union) Radio Communication Regulations, the principles and procedures of Turkish National Frequency Plan.
5. SN is responsible for informing the HN about frequency requirements regarding CIS and devices it shall use during the temporary deployment at least 45 days before the beginning of the deployment.
6. The frequencies allocated to SN for temporary deployment, shall be used according to allocation parameters (allocation period, allocation place, output power, bandwidth, emission type, station type etc).
7. Electromagnetic broadcasting CIS devices which are used by SN, shall not interfere the Turkish CIS within or outside the base/airfield. In case a negative effect over the allocated frequencies is detected, the utilization of CIS devices using these frequencies shall be halted and the negative effect shall be informed to HN urgently.
8. Mobile phones shall be used in the base/airfield according to the principles set forth by HN. Necessary markings where the use of mobile phones is prohibited, shall be done by HN and SN will be informed about these markings by HN.
9. HN shall give a phone book to SN in English containing the base/airfield facilities and important numbers.
10. The activities related to the opening of necessary long lines for hire, shall be coordinated according to the principles of National Long Lines Agency (NALLA). The fee for the subject hired lines shall be paid by SN to the telecommunication company from which the service is purchased. HN shall provide the necessary support for coordination with the telecommunication company, in order to meet SN's hired long lines requirements.
11. Additional technical arrangements for CIS and communication procedures will be determined between HN and SN without breaching rules and regulations.
12. The necessary COMSEC (COMMUNICATIONS SECURITY) equipment and Crypto KEYMAT (KEYING MATERIAL) to be used in temporary deployment shall be provided by SN, itself.



ARTICLE XIII

SECURITY

1. Without prior written consent of the HN, the SN shall make no structural changes in the areas and facilities provided by the HN for the deployment of materials and personnel during, before and after the temporary deployment. Modifications permitted by the HN shall be accomplished after all environmental security and safety measures are completely taken. The areas and the facilities shall be rendered in its original form and landscape after the temporary deployment.
2. The areas where the SN personnel operate and where their entrance is forbidden are to be determined under the responsibility of the HN Base/Airfield Commander at the deployment Base and is to be notified to the SN personnel. Within this scope special ID Badges shall be given to the authorized personnel by HN Base/Airfield Command. When it is needed to exit outside of the mission area, the clearance shall be given by the approval of the HN Base/Airfield Commander with a companion.
3. The SN shall prepare a list containing the names, ranks, ID card and the passport numbers of the personnel to be deployed in HN and deliver to the HN Base/Airfield Command at the deployment base.
4. In order to ensure the safety of the personnel, equipment and munitions related to the temporary deployment;
 - a. A briefing in English on the overall security procedures and national rules, bans, and domestic customs which are considered useful to know for the SN personnel will be provided by the HN.
 - b. In case the HN provides military transportation for the SN within the scope of the temporary deployment, adequate force protection measures will be given by the HN authorities to the SN during the transportation.
5. If personnel of the SN act for the purpose of giving harm to the security or trying to collect information on intelligence, s/he will be sent back to its country and legal procedures shall be carried out.
6. In case the activities of the SN personnel contradict with either the provisions or the purpose of this TA, it will be reported to the SN by the HN as soon as possible. The aforementioned personnel shall be sent back to its country as soon as possible. The result of the administrative, legal or criminal prosecution held against this personnel in the SN will be notified to the HN.

ARTICLE XIV

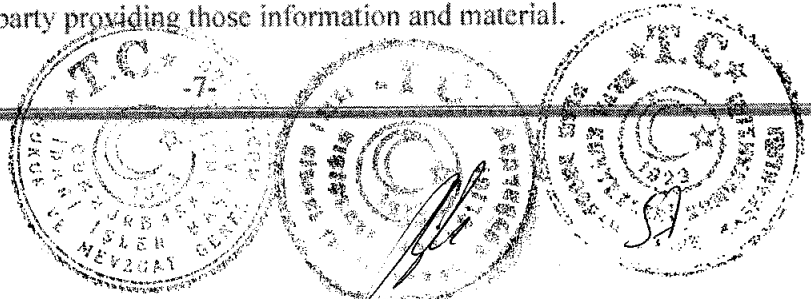
PUBLIC AFFAIRS

The HN will inform the SN in advance about the national and military issues which require special consideration. Confidentiality of the information covering the HN values, critical considerations, military operations and similar subjects will be strictly protected.

ARTICLE XV

CLASSIFIED INFORMATION AND MATERIAL SECURITY

1. Parties, shall protect and reserve the classified information and material exchanged under this TA after assigning equal classification level to each.
2. The classified information and material procured, created and exchanged in regard to this TA shall be processed, distributed, stored and reserved in accordance with national security laws and regulations of parties.
3. Parties, shall provide access to classified material on need-to-know principle basis and by personnel with appropriate security clearance.
4. All classified documents provided by HN and used by SN during the temporary deployment, shall be submitted back to HN authorities via a signed official report.
5. SN shall ask permission from HN for photo, TV or video shoots.
6. Classified information and materials shall not be revealed to/shared with third parties, without prior written consent of the party providing those information and material.



7. Classified information and materials exchanged between Parties under this TA shall not be used outside the stated purposes.

8. Responsibilities of parties in regard to protection of classified information and materials and maintaining the classification shall continue to be applicable even after this TA is no longer in effect.

ARTICLE XVI FLIGHT SAFETY

1. In the event of an accident or incident involving air vehicles under the responsibility of HN and SN, the investigation is to be carried out by getting approval from the General Staff of HN.

2. If the accident or incident occurs in the territory which is under the responsibility of the HN, investigation is to be carried out in accordance with the provisions of the ICAO (International Civil Aviation Organisation) Agreement and the laws and the related directives of the HN.

3. After the event and accidents of the air vehicles in the area of responsibility of HN, Chief of the Safety Investigation Committee of HN executes the investigation by taking approval from the General Staff of HN in the common safety investigations.

4. If a military aircraft of the SN is involved in a crash, the competent law enforcement authorities of the HN and SN will secure the crash site.

5. When it is needed and when HN and SN agreed on a foreign investigation committee, SN shall have the right to participate any investigation related with an accident in which a SN air vehicle involved in accordance with HN law by getting approval from the General Staff of HN. Regarding the air vehicle and accident, the Safety Investigation Committee is formed in accordance with the procedures of HN laws and directives by taking into consideration the situation of foreign investigation committee's sending representative by getting approval from the General Staff. Even in this situation, the mission of the chief of the Committee is the Chief of the HN Safety Investigation who carries out the investigation.

6. Any accident or incident involving SN personnel and assets provided under this TA will be subjected to an investigation in accordance with HN laws, directives and procedures.

ARTICLE XVII DAMAGE/LOSS AND COMPENSATIONS

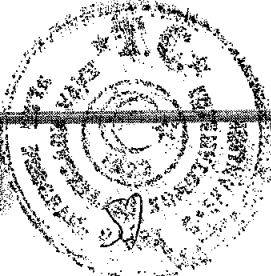
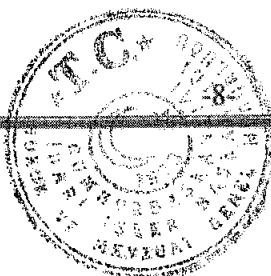
For Damage/Loss and Compensation procedures, the provisions of Article XV of the Agreement, dated 23 May 2007 shall govern.

ARTICLE XVIII SETTLEMENT OF DISPUTES

1. This TA shall not hinder the fulfillment of the obligations of the Parties arising from other bilateral and multilateral agreements. Contradictions which may arise based on the articles of this TA will be resolved by negotiation between the Parties, without referring to the jurisdiction of any third country, establishment, or national or international tribunal. During settlement of disputes, the Parties shall continue to fulfill their obligations under this TA.

2. It is agreed by the Parties that all other issues which are not referred to this TA shall be addressed according to the terms and conditions of bilateral agreements.

3. If any contradiction arises on enforcing or interpreting this TA, the dispute shall be handled by the Parties and negotiations shall start in a very short time by forming a commission in a way that both parties agree. If no result is obtained within 90 (ninety) days, either party may terminate the present TA by means of a prior written notice.



**ARTICLE XIX
MODIFICATIONS**

This TA may be amended by mutual written consent of the Parties at any time. The amendments shall enter into force with the same procedure prescribed under Article XXI.

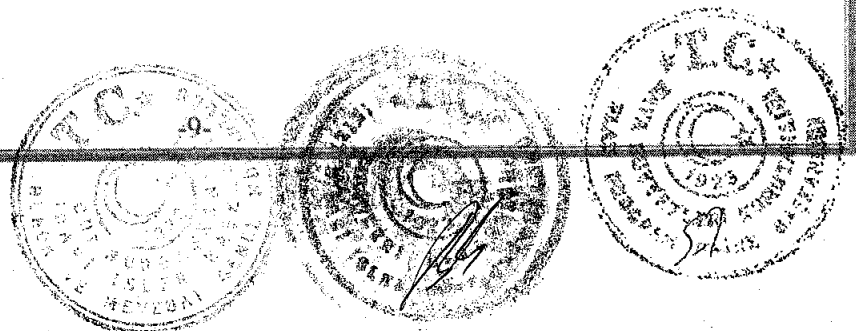
**ARTICLE XX
DISCONTINUATION**

This TA may be discontinued by a written notification by either Parties Participant. In such case, operations pursuant to this TA are to be discontinued by the day following the date of notification. Personnel, vehicle and equipment associated with this TA is to be removed from Turkey within 90 (ninety) days thereafter.

**ARTICLE XXI
ENTRY INTO FORCE AND DURATION**

This TA shall enter into force TA 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 TA.

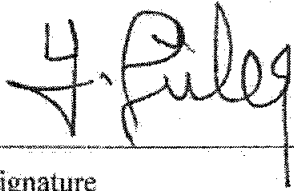
This TA shall remain in force for a period of 5 (five) years. Unless one of the Parties notifies the other Party in written through diplomatic channels of its intention to discontinue it, this TA shall be extended automatically for successive periods of 1 (one) year.



**ARTICLE XXII
TEXT AND SIGNATURE**

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this TA in two original copies being equally authentic in the Turkish, Arabic and English languages in Doha city on 02 March of 2021. In case of divergence of interpretation, the English text shall prevail.

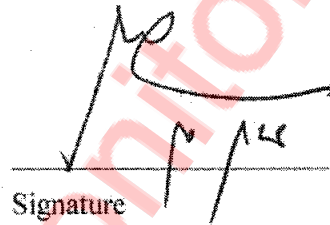
**FOR THE GOVERNMENT OF
THE REPUBLIC OF TURKEY**



Signature

General Yasar GULER
Chief of General Staff

**FOR THE GOVERNMENT OF
STATE OF QATAR**



Signature

Lt. General Ghanim Bin Shaheen AL- GHANIM
Chief of Staff of the Qatari Armed Forces

