AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY IN THE FIELD OF EDUCATION AND TRAINING OF LAW ENFORCEMENT PERSONNEL

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

taking as a base the principle of reciprocity and sovereign equality of States and confirming that the training cooperation, which the Parties shall initiate within their legal duties and responsibilities, shall not only contribute to the peace, stability and security around the world and particularly in their regions, but also it shall make contribution to the common interests of both Parties;

bearing in mind the importance of carrying on the cooperation in education and training field;

have agreed on the following issues:

ARTICLE 1
DEFINITIONS

The terms in this Agreement have the following meanings:

1. **Sending Party:** refers to the Party that sends personnel, equipment and material to receiving Party with the purpose of implementing this Agreement.

2. **Receiving Party:** refers to the Party that accepts personnel, equipment and material of the sending Party with the purpose of implementing this Agreement.

3. **Law Enforcement Personnel:** includes Law Enforcement Attendee Personnel or Law Enforcement Personnel on Duty of the one of the Parties.

4. **Law Enforcement Attendee Personnel:** refers the Law Enforcement Personnel whom one Party sends in order to have them educated and trained in the education and training institutions of the other Party.

5. **Law Enforcement Personnel on Duty:** refers to the Law Enforcement Personnel that has been excluded from the meanings stated in the 4th paragraph of this article and whom one Party sends to the units and institutions of the other Party in order to carry out the cooperation activities anticipated in the Agreement.

6. **Relatives:** refers to the spouse and children whom the Law Enforcement Personnel of the Sending Party are obliged to take care in accordance with the legislation of their countries.

7. **Education and training cooperation:** comprises the exchange of equipment, material, technical information, documents, personnel and experiences on education-training and other activities related to cooperative matters.

8. Consultative service: refers the service which is provided by the Law Enforcement Personnel of the sending Party in the receiving Party for exchanging information and experience on education-training and technique-logistics issues.

9. Consultant: refers to Law Enforcement Personnel of the Sending Party in the Receiving Party who shall be assigned in order to serve in the fields of sharing knowledge and experience on education and training and technical and logistical issues.

10. Education and training institutions: express the schools, academy, training centers, training units and other units that could provide training.

ARTICLE 2
AIM

1. The aim of this Agreement is to define principles, responsibilities and aspects related to the education and training which shall be reciprocally given to the Law Enforcement Attendee Personnel of the Parties at the education and training institutions, to services of the Law Enforcement Personnel of the Sending Party

2. This Agreement covers the cooperation framework and principles, which will be established between the Parties, training institutions, units and the Law Enforcement Attendee Personnel who shall be trained and educated at the above-mentioned institutions and units, and the details, responsibilities and aspects about the services of Law Enforcement Personnel of the Sending Party to be assigned as consultants in the Receiving Party.

ARTICLE 3
COMPETENT AUTHORITIES AND WAYS OF COMMUNICATION

1. The competent authorities for the implementation of the Agreement;

- For the Government of the Republic of Moldova : The Ministry of Internal Affairs of the Republic of Moldova.

- For the Government of the Republic of Turkey : The Ministry of Internal Affairs of the Republic of Turkey.

2. The Contact Points:

- For the Government of the Republic of Moldova: The Embassy of the Republic of Turkey to the Republic of Moldova,

- For the Government of the Republic of Turkey: The Embassy of the Republic of Moldova to the Republic of Turkey.

ARTICLE 4
EDUCATION-TRAINING AND OTHER COOPERATON AREAS

In order to carry out cooperation activities in the field of education and training of law enforcement personnel, the Parties shall carry out the following actions:

a. Visits to units, headquarters and institutions;

b. Reciprocal training and education that shall be provided at the schools, academies training centers and units of the Parties;

c. Information, experience and technological cooperation in public security;

d. On-duty training and internship that shall be provided at the units, headquarters and institutions of both Parties;

e. The reciprocal courses that shall be provided at the schools, academies, training centers and units of the Parties;

f. The reciprocal assistance on developing the equipment and the training auxiliary materials to be used in the training;

g. Experience and information exchange on common subjects and projects;

h. The Parties may host the families of the law enforcement personnel reciprocally, within the annual budget of the institution of the Receiving Party, for a period not exceeding 10 days. The maximum number of the family members shall be agreed jointly for each particular case.

ARTICLE 5
PRINCIPLES OF TRAINING-EDUCATION AND OTHER COOPERATION

1. The Parties shall provide the Law Enforcement Attendee Personnel with education and training in the reciprocal education and training institutions in accordance with the Annual Plan which shall be signed by correspondence within the framework of this Agreement by the competent authorities or other designated subordinated institutions.

2. The Parties shall send the Law Enforcement Attendee Personnel to each other for education and training in numbers defined and qualifications stated in the Annual Plan.

3. Every year, the Parties, at least three months before the courses start, shall send their proposals on the courses which the Law Enforcement Attendee Personnel could participate.

4. The Parties, in the Annual Plan to be forwarded, shall indicate types of courses, the number of participants to be accepted, the prerequisites of the Law Enforcement Attendee Personnel, the names and addresses of schools, academies, training centers and units where the courses shall be provided, duration of the courses, the language training before the course, if available, on-duty training after the course and similar technical issues.

5. Education-training and courses shall be in Turkish language in the Republic of Turkey and shall be in Romanian language in the Republic of Moldova. For this purpose, the Law Enforcement Attendee Personnel shall attend to a language course firstly. Beside this, in case of meeting language difficulties of the Law Enforcement Attendee Personnel,

English language would be used for the courses not exceeding one year. In case of the training in a third language, the Sending Party could require in sufficient number of Law Enforcement/civil interpreters. The Receiving Party could fulfill the requirement of the Sending Party by providing interpreter. In this case, interpreter expenses shall be met by the Sending Party.

6. The diplomas to be awarded to the Law Enforcement Attendee Personnel at the end of the training shall be issued by the Competent Authorities of the Receiving Party and will be given to the attendees at the diploma ceremony to be held. In case of not graduating, a stating document shall be given.

7. The Law Enforcement Attendee Personnel shall bring the training and ceremony uniforms together with them that will be necessary during the courses.

8. At the schools, academies, training centers and units of the Receiving Party, the situation of the personnel whom it is considered to be useless to continue the education and training due to failure, lacking discipline and health conditions within the legislation and principles of the Receiving Party shall be reported to the Competent Authorities of the Sending Party through the Competent Authorities of the Recieving Party. Following the reporting within two weeks, the process on severance from the training and termination of the education and training shall be applied. If there are convenient conditions in respect of the training period, a new student may be accepted instead of the personnel that have sent back to their country. The personnel about whom the process of severance from the training and termination of the education and training has been applied shall not be sent again in order to have education and training.

9. The Competent Authority of the Sending Party, with a written notification, shall call back its Law Enforcement Attendee Personnel who were in the Receiving Party. In this case, the Competent Authority of the Receiving Party shall take the necessary measures for the procedures as soon as possible.

10. In case that the Parties need and require, the Law Enforcement Personnel on Duty (Consultant) could be reciprocally assigned in order to provide education-training in the cooperation areas set forth in Article 4.

ARTICLE 6

PRINCIPLES ON CONSULTANCY SERVICE

1. The Law Enforcement Personnel of the Sending Party who are assigned to consultancy service shall be sent to the Receiving Party up to 6 months temporary period. If necessary, the duty period shall be extended up to 1year.

2. The Consultant on-duty shall wear the national uniform of his/her own country.

3. Leaves of the Consultant shall be granted in accordance with the legislation (working hours) of the Receiving Party. The personnel shall be on leave in the official holidays of the Receiving and Sending Parties.

4. The consultant personnel and their dependents shall benefit from medical examination and dental care, in case of emergency situations, which are provided for their counterparts in the Receiving Party according to the medical insurance.

5. The consultant personnel and their relatives shall benefit from the social and administrative services in accordance with the legislation in force and within the status to which their counterparts in the Law Enforcement institutions of the Receiving Party are subject.

6. All financial and personnel rights of the Law Enforcement Personnel of the Sending Party shall be provided by the Sending Party.

ARTICLE 7

SECURITY OF THE CLASSIFIED INFORMATION

1. Accession to the classified information, documents and materials shall be limited to the persons who should be aware of the mentioned information, document and materials. All personnel shall obey the rules and security regulations on the protection of classified information.

2. Only the competent persons who shall use the classified information for an official purpose shall be allowed to access into them. The person who shall access into the classified information shall have the appropriate clearance from Receiving Party.

3. Each of the Parties, with regard to the classified information, documents and materials deposited to themselves, shall determine a classification for these documents as equal as the one determined by the other party; to this effect, the Parties shall take necessary security measures.

4. In accordance with this Agreement, the equipment, materials, technical information and documents, which Parties shall give to each other, shall not be handed over to a third Party without the reciprocal agreement.

5. It shall be possible to give the information and news acquired through cooperation to a third party only with the written permission of the competent authorities of both Parties.

6. The above-mentioned provisions on the security of the information shall be valid even after the termination of this Agreement.

7. The Personnel shall avoid from any sort of direct or indirect contact with media during the period they stay in the Receiving Party, unless the written permission is given by Receiving Party.

ARTICLE 8
THE RELATIONSHIPS WITH OTHER INTERNATIONAL AGREEMENTS

The provisions of this Agreement shall not affect the undertakings arising from the other international agreements that the both sides are party to and shall not be used against the interests, securities and territorial integrity of the third states.

ARTICLE 9
EXTRAORDINARY SITUATIONS AND DUTY FORBIDDING

1. The Law Enforcement Personnel shall no way participate in armed conflicts carried out with a third country or political activities. They shall not be assigned for duty of internal security in the Receiving Party and the personnel assigned for education-training shall not be appointed to carry out the other duties excluding the ones stated in this Agreement.

2. The assignments of the Sending Party's Law Enforcement Personnel, who act contrary to the legislation in force in the Receiving Party, shall be terminated.

3. The Sending Party shall call back its Law Enforcement Attendee Personnel whenever it wants and without indicating any reason. In such situation, the Receiving Party shall take necessary measures in order that the calling back procedure realizes as soon as possible.

4. In case of war, armed conflict, social turmoil, international crises or natural and manmade disaster emerge in one of the states, upon the request of the Sending Party, the Law Enforcement Personnel in Receiving Party shall be given back to their countries.

ARTICLE 10
LEGAL MATTERS

1. The Law Enforcement Personnel of the Sending Party, in respect of criminal and disciplinary legislation, shall be considered as the counterparts of the Law Enforcement Personnel of the Receiving Party.

2. The Personnel assigned by the Sending Party and their dependants shall be subject to the laws and regulations in force in the Receiving Party when they stay in the Receiving Party. In the cases where the jurisdiction of the Receiving Party is applied and the content

of the judgment foresees a penal and execution procedures which are not in the legislation of the Sending Party, these penal and execution procedures shall not be applied; instead of this, a penal sanction which is provided for in the legislations of both Parties will be applied.

3. The jurisdiction power shall belong to the Sending Party with regard to the crimes committed by the Sending Party's Law Enforcement Personnel or their Relatives solely against the constitutional order, security, interest and goods of the Sending Party.

4. The Sending Party shall not request any indemnity from the Receiving Party in case that the Law Enforcement Personnel of the Sending Party are wounded, become disabled and lose their lives during the performance of the activities stated in the Agreement.

5. At the accidents happened during flight trainings, the Parties shall not request indemnity from each other.

6. No indemnities shall be claimed by the Receiving Party for any loss or damage or harm to be inflicted unintentionally to the goods under the ownership of the Receiving Party by the Law Enforcement Personnel of the Sending Party being sent for having training and education during the duty or training or due to the performance of the duty.

ARTICLE 11
FINANCIAL ISSUES

1. The Law Enforcement Personnel and their relatives shall be subject to the tax legislation which is in force in the Receiving Party while entering and leaving the country of the Receiving Party and during the time they stay in that country.

2. In accordance with this Agreement mutual travel shall be undertaken for the purpose of providing advice and training for staff between representatives of the Parties.

3. Unless otherwise agreed in the case of travel the costs incurred in the application of this Agreement, shall be incurred on a reciprocal basis as follows:

a. The Receiving Party shall bear the costs of training, provide accommodation, meals and national transportation for the law enforcement personnel;

b. The Sending Party shall bear the cost of international transport and legal daily allowance.

4. The Law Enforcement Personnel, regardless of the reason is, shall pay the debts of their own and of their relatives while leaving the Receiving Party.

5. No diplomatic privilege and immunity shall be attributed to the Law Enforcement Personnel.

ARTICLE 12

PERSONNEL STATUS AND MANAGEMENT

1. An identification card shall be given to the Law Enforcement Attendee Personnel. This identification card shall be returned by the Law Enforcement Attendee Personnel at the end of the training period.

2. The Law Enforcement Personnel shall be able to wear their national uniforms on duty.

3. During the performance of the activities, the Receiving Party, if it is necessary, shall provide the necessary clothes, equipment and materials.

4. The Parties shall ensure that some plaquettes which display their names, surnames and countries in order to ensure being recognized shall be affixed to the uniforms.

5. The equipment and materials which are given to the Law Enforcement Attendee Personnel to be used in the performance of the services and activities during the training shall be taken back at the end of the training year.

6. The Law Enforcement Personnel shall be responsible for using and maintaining those equipment and materials in a good way.

7. The Law Enforcement Personnel shall obey the orders and instructions that are practiced in their troops, headquarters and institutions.

8. The Law Enforcement Attendee Personnel shall be treated within the framework of the legislations of the Receiving Party with respect to the disciplinary punishments.

9. The leaves and permissions shall be granted in accordance with the legislation (working hours) of the Receiving Party and the principles that are applied for the equivalents of the Receiving Party.

10. The permissions for leaving the garrison within the country of the Receiving Party shall be granted by the responsible person of schools, academies, training centers and units in which the Law Enforcement Attendee Personnel is trained if the Competent Authority of the Sending Party deems it appropriate.

11. The permissions for inside the garrison within the country of the Receiving Party shall be granted by the responsible person of schools, academies, training centers and units in which the Law Enforcement Attendee Personnel is trained.

12. The leaves that are to be spent outside the country of the Receiving Party shall be granted by the Competent Authorities of the Sending Party in accordance with the understanding which is to be reached between the competent authorities of the both Parties.

13. The decision as to the implementation of the rests and medical reports up to (20) twenty days shall be taken by the schools, academies, training centers and units in which the Law Enforcement Attendee Personnel is trained within the principles of the Receiving Party and if they wish to spend the rests and medical reports over (20) twenty days outside the State of the Receiving Party, the decision as to what shall be done shall be taken by the Competent Authorities of the Receiving Party on condition that the Competent Authorities of the Sending Party deems it appropriate.

14. In case of the death of the Law Enforcement Personnel or their relatives, the Receiving Party shall inform within 24 hours the Sending Party of the death, ensure the transportation of the deceased to the nearest airport and fulfill the necessary sanitary procedures.

ARTICLE 13
MEDICAL SERVICES

1. The law enforcement personnel and their relatives shall benefit from medical treatment, first aid and dental emergencies as well as long-term treatment provided according to the medical insurance.

2. The expenditures for the long-term treatment, medicine, and any other medical services and the expenses for the transportation to their own countries of the Law Enforcement Personnel or his relatives in need of treatment, shall be paid by Sending Party.

ARTICLE 14
SOCIAL SERVICES

1. The Law Enforcement Personnel and their relatives shall benefit from the social and administrative services such as officer's clubs, canteens and work centers in accordance with the legislation in force within the status to which their counterparts in the Receiving Party are subject to.

2. The Law Enforcement Attendee Personnel shall benefit from the opportunities that the Receiving Party provides to his own attendees during the relaxation and spare times.

ARTICLE 15

CROSSING BORDERS, CUSTOMS AND RESIDENCE PROCEDURES

1. The Law Enforcement Attendee Personnel and their relatives shall be subject to the legislation related to entering/leaving the country and customs which are in force in the Receiving Party while crossing the border of the Receiving Party and during the time they stay in that country.

2. The Law Enforcement Attendee Personnel and their relatives shall be subjects to the provisions of the law on the residence and traveling of the foreigners within the boundaries of the country of the Receiving Party.

ARTICLE 16

SETTLEMENT OF DISPUTES

Any disputes that may arise in the interpretation and implementation of this Agreement shall be settled through negotiations and consultations between the Parties.

ARTICLE 17

AMENDMENTS AND REVISION

1. This Agreement may be amended or revised upon mutual consent of the Parties to the Agreement in writing. Any amendments and revisions shall be made in the form of separate Protocols which shall form an integral part of this Agreement.

2. The proposals for amendments or revisions which are agreed upon shall enter into force in accordance with the provisions of the Article 19 of present Agreement.

ARTICLE 18

PERIOD OF VALIDITY AND TERMINATION

1. This Agreement shall be concluded for a period of 1 year and shall be automatically extended for consecutive 1 year periods unless either Party notifies the other Party, in written form through diplomatic channels, at least 90 days before its expiration of its intention to terminate this Agreement.

2. Each Party can terminate the Present Agreement by written notification through diplomatic channels addressed to another Party. In this case this Agreement will cease in 90 days after receiving of such notification of termination.

3. In case of termination the ongoing educations and trainings will be completed if the Parties do not agree otherwise.

ARTICLE 19

ENTRY INTO FORCE

This Agreement shall enter into force on the date of receipt of the last written notification through diplomatic channels of the completion by the Parties of its internal procedures necessary for the entry into force of this Agreement.

Signed on December 30, 2019, at Ankara, in two original copies each in Romanian, Turkish and English languages, all texts being equally authentic. In case of any divergence in the interpretation and application of the provisions of this Agreement, the English text shall prevail.

On behalf of
the Government of the
Republic of Moldova

Pavel VOICU
Minister of Internal Affairs

On behalf of
the Government of the
Republic of Turkey

Süleyman SOYLU
Minister of Interior