

**DRAFT - Top Secret**

*AGREEMENT*

*BETWEEN*

*THE GOVERNMENT OF FEDERAL REPUBLIC OF  
SOMALIA*

*And*

*THE GOVERNMENT OF THE UNITED ARAB EMIRATES*

*ON*

*MILITARY AND SECURITY COOPERATION AND  
FIGHTING TERRORISM*

**DRAFT - Top Secret**

page 1 from 12

**AGREEMENT BETWEEN THE GOVERNMENT OF FEDERAL REPUBLIC OF SOMALIA AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES ON MILITARY AND SECURITY COOPERATION AND FIGHTING- TERRORISM**

**PREAMBLE**

The Government of Federal Republic of Somalia as represented by Ministry of Defence Hereinafter referred to as the "**First Party**" and the Government of the United Arab Emirates as represented by Ministry of Defence Hereinafter referred to as the "**Second Party**". Hereinafter referred to individually as "the Party" and collectively as "the Parties",

**Based on** the historical and lasting relationship between the two Governments and the friendly relations between the peoples of the two countries;

**In compliance with** the principles of equality, sovereignty and territorial integrity, and in response to the request of the First Party and mutual cooperation in the interests of the Governments and peoples of the two countries;

**Emphasizing** the importance of maintaining the security, peace and stability in the Government of Federal Republic of Somalia;

**Consistent with** the international conventions and the norms, principles and resolutions of international law relating to the fighting terrorism,

**Reaffirming** their military and security relations, which have become an important focus of the important bilateral relationship;

**Strengthening the** role of military, security and operational cooperation in fighting terrorist elements, organizations and threats,

**In response to** the request of the First Party to cooperate with the Second Party in the military, security and fighting-terrorism fields,

**They agreed as follows:**

**Article (1)**

**OBJECTIVE OF THE AGREEMENT**

The objective of this agreement is to cooperate in the military, security and fighting-terrorism fields between the Parties on the basis of mutual interest and participation in the fight against terrorist elements, organizations, and threats in the Federal Republic of Somalia, upon the request of the Government of Federal Republic of Somalia in accordance with the Federal Provisional Constitution of Somalia.

**Article (2)**

**COOPERATION FRAMEWORK**

The implementation of the provisions of this Agreement in accordance with national legislation, the Parties shall undertake not to contravene each other's international obligations.

**Article (3)**

**OBLIGATIONS OF THE FIRST PARTY**

1. Agree to the presence of the Second Party in the territory of the Federal Republic of Somalia to carry out the tasks in cooperation and coordination with the First Party.
2. Approve the entry of military equipment and machinery and weapons and ammunitions of the Second Party for use in the field of military, security and fighting-terrorism.
3. Agree to the participation of the Second Party in investigations and information collections of apprehension of individuals in cases of arrest of individuals and elements of terrorist organizations, and anyone who finances, assists, abets, contributes or participate in terrorism.
4. The First Party shall commit to allow the Second Party to establish joint training centers to train and equip military and security forces to fight terrorism and its financing.
5. In coordination and consultation with the Second Party to search for the whereabouts of terrorist elements, organizations and threats in the territory of the First Party.
6. The First Party's security and military agencies shall commit and jointly coordinate with it's local security agencies in carrying out joint security missions with the Second Party's security and military agencies.

7. Take appropriate actions by the First Party's security and military agencies to combat the financing of terrorism and eliminate its sources of financing from within and outside its territory, in coordination with the Second Party, and develop the necessary measures in conformity with national and international laws and agreements and relevant international principles.
8. The personnel of the First Party shall wear their military uniform and markings.

**Article (4)**

**OBLIGATIONS OF THE SECOND PARTY**

1. Carry out military and security operations, including land, sea and air operations, which it deems appropriate, in coordination with the First Party, to eliminate terrorist elements and organizations in the territory of the First Party and assist it in reducing or eliminating the sources of financing of terrorism, thereby strengthening the security, peace and stability of the Federal Republic of Somalia, and inform the First Party of the results of the operations after completing such missions .
2. The Second Party shall bear the financial and operational costs of its forces operating under this Agreement.
3. The First Party authorize the Second Party to use the territory of the First Party in carrying out its operations to deal with any threat against its forces or activities under its obligations under this Agreement.

**Article 5**

**TRAINING**

**DRAFT - Top Secret**

1. The Second Party shall train the personnel of the First Party and provide them with scientific, technical and operational support in the military, security and fighting terrorism fields.
2. Organize and prepare training activities in military and security areas jointly by both Parties, , or the Second Party may be assigned to prepare the training materials in accordance with its expertise and specialization.
3. The First Party is committed to provide the necessary facilitation in the process of selection of Somali personnel by the Second Party to train them.
4. The First Party is committed to coordinate with the Second Party to provide and allocate the needs of the Second Party regarding the places, sites, facilities for training and allow the Second Party to manage and use them.
5. The Second Party may train the personnel of the First Party in the territory of the Second Party or any other territory in coordination with the First Party.
6. The First Party shall conduct awareness-raising campaigns to attract personnel who wish to join the training program, and the Parties shall select the appropriate personnel.

**Article (6)**

**TROOPS, WEAPONS, AMMUNITION AND EQUIPMENT**

1. The First Party shall take appropriate actions for the entry of military equipment, machinery, weapons, ammunitions and personnel of the Second Party.

**DRAFT - Top Secret**

**DRAFT - Top Secret**

2. The entry of military equipment, machinery, weapons and ammunitions shall be carried out in coordination with the competent authorities of the First Party.
3. The Second Party shall provide military equipment, machinery, weapons and ammunitions to its personnel.
4. The Second Party shall have the right to withdraw its military equipment's, machineries, weapons, ammunitions, and personnel without any consequences, or legal or administrative responsibility in accordance with this Agreement, currently or in the future, and the First Party shall be informed of such procedure.
5. Military equipment, machinery, weapons and ammunition entered into First Party territory shall be used in accordance with the provisions of this Agreement, and the First Party shall not transfer, sell or gift them to any third party.

**Article (7)**

**BORDER PORTS**

The Second Party shall have the right to use the land ports, sea ports and airports of the territory of the Federal Republic of Somalia, and in coordination with the First Party, in order to implement the obligations of the Second Party under this Agreement.

**Article (8)**

**JOINT IMPLEMENTATION COMMITTEE**

1. The Parties shall establish a joint implementation committee represented by their competent authorities to exchange information and coordinate in order to develop cooperation

**DRAFT - Top Secret**

**DRAFT - Top Secret**

between both Parties. for the purpose of implementing the provisions stipulated in this Agreement.

2. The joint implementation committee may establish sub committees according to the needs.

**Article (9)**

**COMMAND AND CONTROL**

1. The First Party shall not assign the Second Party to any operational task or other activities outside the framework of this Agreement.
2. The First Party personnel trained by the Second Party shall be under its command and control structure and parts of its forces.
3. The First Party authorize the Second Party to use trained personnel of the First Party to carry out operations for fighting terrorism.
4. The trained personnel by the Second party shall not be seconded to any third party during the implementation of this Agreement, without the consent of the Second Party.
5. There shall be no restrictions by the First Party on the freedom of movement of the personnel of the Second Party.

**Article (10)**

**JUDICIAL AND DISCIPLINARY-JURISDICTION**

1. The Second Party personnel shall respect the laws and regulations of the First Party during the period of implementing this Agreement.
2. The Second Party shall have the right to exercise judicial and disciplinary jurisdiction over their personnel.

**DRAFT - Top Secret**



**DRAFT - Top Secret**

3. All persons working under this Agreement shall be granted safeguards and immunity against any international, legal, or administrative liability in the territory of the First Party during the implementation of the Agreement currently or in the future.
4. Persons working under this Agreement can't be subject to any national or international procedure or claim or the application of a judgment rendered against them in the country of the First Party during the implementation of the Agreement.
5. The First Party shall be bound to exempt the Second Party from any taxes, or fees or legal or administrative obligations to the Government of the Federal Republic of Somalia or others arising from the transfer, presence or use of equipment, military weapons, aircraft, means of transport, personnel and any other supplies required by the Second Party.
6. The Second Party shall not incur any consequences, or responsibilities, or damage or compensation or legal or administrative claims arising during the implementation of this Agreement currently or in the future.

**Article (11)**

**CONFIDENTIALITY**

1. Both Parties shall not expose, publish, disclose, reveal, leak or deliver any information, news, photos, drawings, designs, maps, coordinates or other acts that are the subject of an agreement between the Parties, or the military or civilian sites where such acts are carried, out without the prior written consent between the Parties.
2. All confidential information exchanged or generated between the Parties during the implementation of this Agreement shall

**DRAFT - Top Secret**

**DRAFT - Top Secret**

not be disclosed to any third party, including any third State, without the mutual consent of the Parties.

3. The expiration, termination or cancelation of this Agreement for any reason does not relieve the parties of their obligations to maintain the confidentiality of the information prohibited.

**Article (12)**

**SETTLEMENT OF DISPUTES**

Any dispute arising from the interpretation or application of this Agreement shall be settled amicably through consultations and negotiations between the parties through diplomatic channels.

**Article (13)**

**FINAL PROVISIONS**

1. The Parties may conclude further agreements, memorandums of understanding and protocols of cooperation based on the implementation of this Agreement.
2. The Ministries of Foreign Affairs and Defence of the two countries are responsible for coordinating between the Parties regarding meetings and committees emanating from this Agreement.
3. This Agreement shall not affect any other agreements, memorandums of understanding or protocols signed by the Parties.
4. This Agreement shall come into force from the date of its signature until the Parties complete their constitutional procedures for the ratification.

**DRAFT - Top Secret**

**DRAFT - Top Secret**

5. The procedures of this agreement shall be completed from the date of the last notification by one party to the other through diplomatic channels confirming the completion of ratification.
6. This Agreement shall remain in force unless terminated by either Party through a written notice to the other party through diplomatic channels six months before the date of termination. In case of such termination of the Agreement, its provisions shall remain in force until the completion of all ongoing activities and the fulfillment of the commitments, obligations, work programs, contracts and other activities carried out, unless otherwise agreed in writing by the parties.
7. The expiration, termination, or cancelation of this Agreement shall not affect the provisions of Article (10) and Article (11) thereof and shall remain in force between the Parties, and each Party shall abide by its provisions after its termination.
8. This Agreement may be amended at any time by the exchange of notes between the Parties through diplomatic channels. The amendment shall enter into force in accordance with the procedures provided in paragraph (4) of this Article.

**IN WITNESS WHEREOF, the undersigned plenipotentiaries, acting on their respective mandates given by their respective Governments, have signed this Agreement. Done at \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/2022, in two original copies in Arabic and English, all texts being equally authentic.**

**DRAFT - Top Secret**

**DRAFT - Top Secret**

**FOR THE  
GOVERNMENT OF THE  
UNITED ARAB EMIRATES**

**FOR THE  
GOVERNMENT OF FEDERAL  
REPUBLIC OF SOMALIA**

**DRAFT - Top Secret**  
page 12 from 12