

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GENERAL INSPECTORATE OF CARABINIERS OF THE MINISTRY OF INTERNAL
AFFAIRS OF THE REPUBLIC OF MOLDOVA

AND

THE GENDARMERIE GENERAL COMMAND OF THE MINISTRY OF INTERIOR OF THE
REPUBLIC OF TÜRKİYE

IN THE FIELD OF TRAINING COOPERATION

The General Inspectorate of Carabiniers of the Ministry of Internal Affairs of the Republic of Moldova and the Ministry of Interior of the Republic of Türkiye (hereinafter referred to as "Participant" individually and "Participants" collectively) have agreed on the following issues in order to develop cooperation on the issue of bilateral training.

PARAGRAPH 1

AIM

The aim of this Memorandum of Understanding is to establish principles, responsibilities and other issues about the trainings to be provided to personnel of the General Inspectorate of Carabiniers of the Ministry of Internal Affairs of the Republic of Moldova at the institutions of the Gendarmerie General Command by the Gendarmerie General Command of the Ministry of Interior of the Republic of Türkiye, mentioned in the Annex to this Memorandum of Understanding.

PARAGRAPH 2

SCOPE

1. This Memorandum of Understanding covers the cooperation principles, framework of the principles to be established between the Participants, training institutions and units, and the details about the services for the trainee personnel who shall be given training at these institutions and units.

2. This Memorandum of Understanding is not an international agreement and does not create obligations subjected to the international law.

PARAGRAPH 3

DEFINITIONS

The terms in this Memorandum of Understanding have the following meanings:

1. **Sending Participant** refers to the Participant that sends personnel, equipment and material to Receiving Participant for the purpose of implementing this Memorandum of Understanding.

2. **Receiving Participant** refers to the Participant that accepts personnel, equipment and material of Sending Participant for the purpose of implementing this Memorandum of Understanding.

3. **Trainee Personnel** refers to the personnel whom one Participant sends in order to have them trained at the training institutions of the other Participant.

PARAGRAPH 4

COMPETENT AUTHORITIES

The competent authorities for the implementation of this Memorandum of Understanding:

- The General Inspectorate of Carabinieri of the Ministry of Internal Affairs of the Republic of Moldova: International Cooperation and Missions Department;
- The Gendarmerie General Command of the Ministry of Interior of the Republic of Türkiye: Strategy and Foreign Relations Division.

PARAGRAPH 5

ISSUES RELATED TO TRAINING AND EDUCATION

1. Training shall be provided in accordance with the criteria of the Receiving Participant.

2. The personnel to be sent for training and education shall be selected according to the criteria determined by the Receiving Participant. The personnel who do not meet those criteria shall not be accepted to the training/education.

3. Training shall be carried out in the language of the Receiving Participant (Turkish). However, in case that the Sending Participant requests and assigns an interpreter appropriate for the content and nature of the course with its own means without hindering the course for the trainee personnel, who are not proficient in the related language, the training may be provided through an interpreter of another language.

4. In order for the Receiving Participant to make necessary arrangements, the Sending Participant informs the final decision to participate in training/course and name list at least 10 (ten) days before, other flight data and Medical Report indicating "Available for Training in Türkiye" at least 5 (five) days before through the Point of Contact. On condition that reporting is not made on time, the Receiving Participant has a right to suspend the training/course request to the next term or cancel it.

5. The trainee personnel who complete trainings successfully shall be given course document/certificate.

6. The status of personnel, about whom it is considered that the continuation of education and training is not beneficial due to failure in meeting the standards for training admittance test, failure, indiscipline and medical inadequacy of them during training period in accordance with legislation of the Receiving Participant shall be reported by the competent authorities of the Receiving Participant to the competent authorities of the Sending Participant. Following the reporting, the process on severance from the training and termination of the training shall be applied in one week.

7. Trainee Personnel shall obey the daily and weekly working program of their training unit.

8. Trainee Personnel shall wear the national uniforms of their own country during trainings; weapons, equipment and other ancillary materials to be used during trainings shall be supplied by the unit providing the training during the training period.

PARAGRAPH 6

FINANCIAL ISSUES

1. The training shall be free of charge.

2. The trainee personnel's board and lodging shall be met by the Receiving Participant in the scope of the training. On condition that the trainee personnel desires to

accommodate in a different place from the one allocated to him, the expenses shall be met by the Sending Participant.

3. Trainee personnel's international transportation expenditures and the transportation expenditures up to the course center and their daily wages shall be provided by the Sending Participant.

PARAGRAPH 7

LEGAL ISSUES

1. Jurisdiction;
 - a. Trainee personnel shall be considered as the law enforcement personnel of the Receiving Participant in terms of penal and disciplinary legislation.
 - b. Criminal jurisdiction shall be vested in the Receiving Participant.
2. Compensation claims;
 - a. The Sending Participant shall not claim any compensation from the Receiving Participant in case that Trainee Personnel are wounded, become disabled and lose their lives during the performance of the activities stated in this Memorandum of Understanding.
 - b. No compensation shall be claimed by the Receiving Participant for any loss or damage or harm to be inflicted unintentionally to the goods under the ownership of the Receiving Participant by Trainee Personnel, who shall receive education and training, of the Sending Participant during the duty or training or due to the performance of the duty.
 - c. Trainee Personnel, no matter what the reason is, shall pay the debts of their own while leaving the Receiving Participant.

PARAGRAPH 8

ISSUES RELATED TO THE PERSONNEL

1. The status of Trainee Personnel;

The status of the personnel participating in training is specified in the relevant paragraphs of this Memorandum of Understanding.

2. Clothing;

- a. Trainee personnel can wear their own national uniforms during the course.
- b. During the performance of the activities, when necessary, the Receiving Participant shall provide the necessary clothing, equipment and supplies.
- c. The Participants shall ensure that Trainee Personnel attach badges indicating their names, surnames and countries on their uniforms in order to be identified.

3. Equipment and Materials;

- a. The equipment and materials given to Trainee Personnel to be used in the execution of the services and activities during the training shall be taken back at the end of the training.
- b. Trainee Personnel shall be responsible for making good use of and protection of these equipment and materials.

4. Disciplinary Matters and termination of training;

- a. Trainee Personnel shall obey the orders and directives applied in their troops, headquarters and institutions. Trainee Personnel violating these orders and directives shall be returned to his country by terminating his activities.
- b. The Receiving Participant shall have right to terminate the trainings of the ones admitted to the training within the framework of this Memorandum of Understanding due to the following reasons:

(1) Academic inadequacy,

(2) Violation of the legislation of the state where he is present and the disciplinary rules of the establishment where he receives training,

(3) Establishing a state that emerges during the training and may lead to a harm in respect of his health upon the continuation of training.

5. Death;

In case of death of Trainee Personnel, the Receiving Participant shall inform thereof the Sending Participant, transfer the deceased to the nearest international airport in his country and take the other necessary measures including sanitation until the deceased is transferred.

PARAGRAPH 9

ISSUES RELATED TO SECURITY

1. The Participants may not use the information obtained during the training/course against the interests of the Participant providing (sharing) such information.

2. Confidential information obtained during the training/course may not be disclosed, transferred or shared with a third party without the written consent of the Participant providing (sharing) such information.

3. Trainee personnel shall be subject to the rules of the receiving Participant in the use of computers, tablets, phones, video cameras, cameras, electronic information storage devices (CDs, DVDs, external hard disks, flash drives, etc.).

4. Trainee personnel shall not post information, pictures and videos related to the training/course in training buildings, administrative buildings, structures, facilities and areas as well as information, pictures and videos showing weapons and various vehicles on internet.

5. The provisions of this Paragraph shall remain in force even after the termination of the Memorandum of Understanding and the Participants remain responsible for the protection of the information obtained (shared) during the Training/course.

PARAGRAPH 10

MEDICAL SERVICES

1. The Sending Participant warrants that the Trainee Personnel should be in such good health condition that he/she can carry out all kinds of activities in accordance with this Memorandum of Understanding. The Receiving Participant may request a medical report from them which indicates their medical availability.

2. The treatment (excluding emergency health care), medicine and all other healthcare expenses and transportation expenses of the Trainee Personnel to their countries due to the need for treatment shall be met by the Sending Participant.

3. Sending Participant shall ensure that the trainee personnel are vaccinated with the vaccines determined by the World Health Organization (WHO) and required by the Receiving Participant upon entry into the territory of the Receiving Participant. For this purpose, it will be ensured that the standard vaccination certificates determined by the WHO will be kept on the trainee personnel with the vaccines administered.

PARAGRAPH 11

SOCIAL SERVICES

1. Trainee Personnel shall benefit from social and administrative services such as officer's clubs, canteens, mess halls and workshops in accordance with the legislation in force and within the status to which their counterparts in the Receiving Participant are subject.

2. Trainee Personnel shall benefit from the opportunities provided by the Receiving Participant to their own trainee personnel during their rest and leisure time.

PARAGRAPH 12

SETTLEMENT OF DISPUTES

Any dispute arising from the interpretation or implementation of the Memorandum of Understanding shall be resolved through amicable consultations and negotiations between Participants.

PARAGRAPH 13

FINAL PROVISIONS

1. This Memorandum of Understanding shall take effect upon its signature and shall remain in force in 2025.

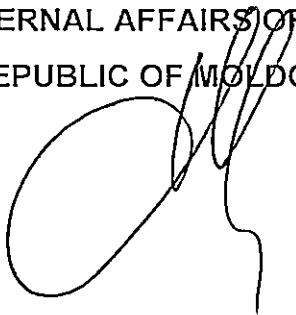
2. This Memorandum of Understanding may be terminated at any time through a written notification of either Participants. In this case, the Memorandum of Understanding

shall terminate 30 (thirty days) from the date of receipt by the other Participant of the written notice of termination of this Memorandum of Understanding.

3. This Memorandum of Understanding may be amended at any time by mutual written consent of the Participants. Amendments shall take effect in accordance with the procedure provided for in the first paragraph of the final provisions.

4. Done in (city) on/...../..... (day, month, year), in three original copies in Turkish, Romanian and English, all texts being equally authentic. In case of differences in translation, the English text shall prevail.

ON BEHALF OF THE
GENERAL INSPECTORATE OF
CARABINIERS OF THE MINISTRY OF
INTERNAL AFFAIRS OF THE
REPUBLIC OF MOLDOVA



ON BEHALF OF THE
GENDARMERIE GENERAL
COMMAND OF THE MINISTRY OF
INTERIOR OF THE REPUBLIC OF
TÜRKİYE



Annex: Course list

NO	UNIT	NAME OF COURSE/TRAINING	COURSE DATES	QUOTAS
1	Foça Gendarmerie Commando	Crowd Control Course	24.02.2025-07.03.2025	1
2	Training Command	Special Operations in Urban Areas Course	16.06.2025-11.07.2025	1

Note: The Gendarmerie General Command of the Ministry of Interior of the Republic of Türkiye may make changes on the start and completion dates and duration of the trainings, if needed.

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