

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF  
THE CZECH REPUBLIC**

**AND**

**THE GOVERNMENT OF  
THE REPUBLIC OF SENEGAL**

**ON**

**THE COOPERATION IN  
MILITARY MATTERS**

## **PREAMBLE**

**The Government of the Czech Republic**

**And**

**The Government of the Republic of Senegal.**

**(Hereinafter referred to individually as “the Party” or collectively “the Parties”)**

Desirous of strengthening the bonds of friendship between the two countries in military matters, based on the principles of equality, mutual respect, sovereignty, independence and territorial integrity of both States;

Confirming their attachment to the principles of the United Nations Chart;

Recognizing the necessity to respect the international commitments signed by the Parties;

Have agreed as follows:

### **ARTICLE 1 OBJECT**

The object of this Agreement is to establish the principles of cooperation between the Parties on military matters.

### **ARTICLE 2 DEFINITIONS**

For the purpose of this Agreement, the following terms shall have the following meanings:

1. “personnel” refers to the military and civil personnel of the Ministry of Defense of the Czech Republic or of the Ministry of Armed Forces of the Republic of Senegal, deployed on the territory of the other Party in the framework of the implementation of this Agreement;
2. “sending Party” refers to the Party sending personnel, materials and equipment on the territory of the other Party, in accordance with the provisions of this Agreement;
3. “receiving Party” refers to the Party which receives personnel, materials and equipment originating from the State of the sending Party.

### **ARTICLE 3 AREAS OF COOPERATION**

The Parties plan to cooperate on military matters, especially in the following areas:

1. Defense and security policies;
2. Peacekeeping operations and humanitarian missions;
3. Military industry, Research and Technologies;
4. Training and education;
5. Military history, archives and museology;
6. Fight against terrorism;
7. Protection against chemical, biological, radiological and nuclear weapons;
8. Special Forces operations.

#### **ARTICLE 4 FORMS OF COOPERATION**

The Parties agree to implement their cooperation on military matters especially through the following methods:

1. Visits of high-level delegations;
2. Exchange of experience and expertise;
3. Conferences, workshops or seminars;
4. Educational and training activities;
5. Exchange of information on matters of military interest.

#### **ARTICLE 5 IMPLEMENTATION OF THE AGREEMENT AND FOLLOW-UP OF THE COOPERATION**

The authorities responsible for implementing the cooperation foreseen under this Agreement (hereinafter referred to as “competent authorities”) shall be:

- for the Czech party – the Ministry of Defense;
- for the Senegalese party – the Ministry of Armed Forces.

The conditions and modalities of the implementation of this Agreement shall be identified by a Joint Military Commission composed of members designated by the competent authorities.

The Joint Military Commission, in accordance with the provisions of this Agreement, shall be responsible for the follow-up, the coordination of the activities and the evaluation of the military cooperation between the Parties.

The Joint Military Commission shall meet, when necessary, upon the request of either Party alternatively in the Czech Republic and in Senegal.

Where necessary, arrangements could be made to set out certain activities within the framework of this Agreement in more detail, particularly for training purposes, between the competent authorities.

## **ARTICLE 6 FINANCIAL PROVISIONS**

Unless otherwise decided by the Parties, each Party shall bear any cost it has incurred within the framework of this Agreement, especially:

1. The sending Party shall bear transportation costs to and from the point of entrance on the territory of the receiving Party, for its personnel, materials and equipment;
2. The receiving Party shall ensure the mobility in its territory of the personnel, materials and equipment of the sending Party as well as the costs of accommodation, food and events organized;
3. The sending Party shall support the travel costs, salaries as well as any other charge related to the indemnities due to its own personnel sent abroad;
4. The sending Party shall pay medical and dental bills, including hospitalization, as well as the expenses for the transportation and evacuation of its own sick, injured or deceased personnel. The receiving Party shall provide, at its own expense, medical emergency treatment services according to its own national legislation.

For long term stays, the sending Party shall ensure a medical fitness test to be administered to its personnel.

## **ARTICLE 7 EXCHANGE AND PROTECTION OF INFORMATION**

In accordance with their domestic legislation, the Parties undertake to ensure the protection of all information obtained in connection with the implementation of this Agreement.

Information obtained in the implementation of this Agreement shall not be used for other purposes than those for which it was exchanged. In case of accidental disclosure or leakage of information exchanged, the Party which observed the facts shall immediately notify the other Party.

The termination of this Agreement shall not affect the Parties' commitment to protect the information obtained in the course of its implementation.

## **ARTICLE 8 DISPUTE SETTLEMENT**

Any dispute arising from the interpretation or implementation of this Agreement shall be settled amicably through negotiations within the Joint Military Commission.

**ARTICLE 9**  
**AMENDMENT AND TERMINATION**

This Agreement may be amended at any time by mutual written consent of the Parties.

The amended provisions shall enter into force upon receipt of notification of their acceptance by the other Party.

The Parties may terminate this Agreement at any time by a written notification. In such a case, the Agreement shall be terminated six (06) months after the date of receipt of the notification the second Party.

**ARTICLE 10**  
**ENTRY INTO FORCE**

This Agreement shall enter into force thirty (30) days after the date of receipt of the last written notification by which the Parties inform each other through diplomatic channels of the completion of the domestic requirements of each Party required for its entry into force.

The Agreement shall remain valid for a period of five (05) years renewable for further periods of same duration unless either Party notifies the other in writing of its intention to terminate it, no later than six (06) months before the expiry of the validity period.

The expiration and termination of this Agreement shall not affect the completion by the Parties of ongoing activities initiated under this Agreement, unless the Parties agree otherwise.

Done in two originals on     Dakar     this 7<sup>th</sup> day of     July, 2020    , in Czech, French and English languages, all three (03) texts being authentic. In case of divergence in the interpretation of this Agreement, the English version shall prevail.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

For the Government  
of the Czech Republic

Miloslav Machálek  
Ambassador Extraordinary and  
Plenipotentiary of the Czech Republic  
to the Republic of Senegal

For the Government  
of the Republic of Senegal

Sidiki Kaba  
Minister of the Armed Forces