

MEMORANDUM OF UNDERSTANDING

ON DEFENCE CO-OPERATION

BETWEEN

THE GOVERNMENT OF THE ITALIAN

REPUBLIC

AND

THE GOVERNMENT OF THE ISLAMIC

REPUBLIC OF PAKISTAN



MEMORANDUM OF UNDERSTANDING
ON DEFENCE CO-OPERATION BETWEEN THE GOVERNMENT OF THE
ITALIAN REPUBLIC AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC
OF PAKISTAN

The Government of the Italian Republic and the Government of the Islamic Republic of Pakistan, (hereinafter jointly referred to as the "PARTIES" and separately as a "PARTY")

REAFFIRMING their commitment to the Charter of the United Nations,

CONSIDERING the existing friendly relations between the two countries, their peoples and their Armed Forces,

CONVINCED that bilateral defence co-operation will facilitate mutual understanding of the respective military issues and enhance their respective defence capabilities,

Have agreed as follows:

ARTICLE 1

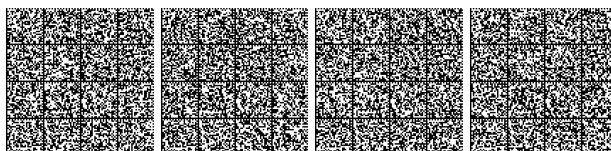
SCOPE

1. The **PARTIES** will act in conformity with their respective national laws and international commitments in order to encourage, facilitate and develop co-operation in the field of defence, on a mutual basis.

ARTICLE 2

MANAGEMENT OF COOPERATION

2.1. The organization and promotion of bilateral defence co-operation will be carried out by the Defence Cooperation Committee (The Committee) comprising of the equal number of the representatives of the **PARTIES**.



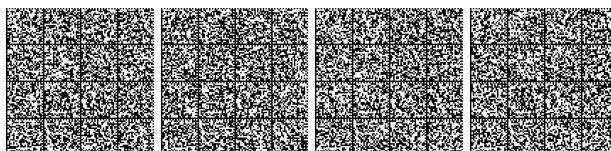
2.2 The meetings of the Committee will be held once a year alternately in Rome and Islamabad, in order to draw up and agree, if advisable and subject to bilateral approval, on possible specific arrangements to implement and supplement this MoU, as well as possible co-operation programmes between the Armed Forces of Italian Republic and the Armed Forces of the Islamic Republic of Pakistan. The Meetings shall be co-chaired by the leader of the respective representatives. The Committee shall draw its own rules of procedure.

2.3. The activities, modalities, times and places will be specified in the above mentioned co-operation programmes.

ARTICLE - 3

AREAS OF CO-OPERATION

- 3.1 The co-operation between the **PARTIES** may include the following areas:
- 3.1.a security and defence policy;
 - 3.1.b peace -support operations (PSO) and humanitarian operations;
 - 3.1.c participation in joint or multilateral exercises;
 - 3.1.d organization and management of the Armed Forces;
 - 3.1.e military education and training;
 - 3.1.f environmental issues relating to the Armed Forces;
 - 3.1.g defence industry and procurement policy that are subordinated to the respective Ministries of Defence as per existing MoU on "co-operation in Defence Systems" signed between Pakistan and Italy in July 1990;
 - 3.1.h exchange of defence equipment as per existing MoU on "co-operation in Defence Systems" signed between Pakistan and Italy in July 1990;
 - 3.1.i medicine, sports, military history and law.



3.2 The co-operation may not be limited to the above mentioned areas. The **PARTIES** may explore new areas of co-operation in the mutual interest within the scope of this MoU.

ARTICLE - 4

REALISATION OF CO-OPERATION

4. The defence co-operation between the **PARTIES** may be realized, inter alia as follows:

- 4.a meetings of representatives of the **PARTIES**, as nominated by respective Ministries of Defence;
- 4.b exchange of experiences between the experts of the **PARTIES**;
- 4.c participation in cross training activities and exercises;
- 4.d participation of observers in military exercises;
- 4.e contacts between similar military institutions;
- 4.f discussions, consultations, meetings and participation in symposiums, seminars, conferences, and courses;
- 4.g visits to military ships, aircrafts and other structures;
- 4.h exchange of information and educational publications;
- 4.j exchange of cultural and sporting activities.

ARTICLE - 5

EXCHANGE OF DEFENCE EQUIPMENT

5.1 The **PARTIES** may agree, in accordance with their relevant national laws, on the exchange of defence equipment, referred to in Article 3.1g and 3.1h of this MoU, with their relative components in the following categories:

- 5.1.a aircraft;



- 5.2.b submarine and surface naval units;
- 5.3.c armoured and light armoured vehicles;
- 5.4.d defence and communication systems.

5.2 The mutual procurement of materials of interest for the respective Armed Forces will take place under this MoU and can be implemented either through direct State-to-State operations or through private companies authorised by the respective Governments.

5.3 This Article does not oblige either **PARTY** to adhere to the proposed exchange of defence equipment, if subsequently put forward by the other **PARTY**.

5.4 Whenever the **PARTIES** intend to promote the exchange, in other sectors of priority interest for them, within the framework of this MoU, they shall refer explicitly to it in supplementary Technical Arrangements where such materials will be specifically identified.

ARTICLE - 6

FINANCIAL MATTERS

6.1 The **PARTIES** will fund the implementation of this MoU and activities resulting from it on the principle of reciprocity.

6.2 The Sending Party will pay the travelling expenses, salaries, health and accident insurance and any other allowance due to its own personnel under its laws and rules.

6.3 The Receiving Party will pay for local transportation, from the established point of entry into the territory of its country, room and board expenses, as well as planned activities.

6.4 The expenditure on medical treatment will be governed by the following:

- 6.4.a the Receiving Party will provide emergency and normal medical treatment:



6.4.b the Sending Party will pay health insurance on reciprocal basis, in addition to the expenses for the repatriation of its own sick personnel.

6.5 The general principle of reciprocity, as contained in Article 6.4, will not be applicable to groups larger than 10 persons. The funding procedures relevant to these groups will be established through mutual agreement between the **PARTIES**.

6.6 Should one of the **PARTIES** send a delegation outside the framework of this MoU, it shall bear all the relevant expenses.

ARTICLE – 7

DAMAGES AND COMPENSATION

7.1 The compensation for any damage caused by military personnel during or in connection with their mission/exchange will be paid by the Sending Party.

7.2 If the damage is caused to military personnel, equipment and infrastructure, compensation for such damages will be settled by mutual agreement.

ARTICLE – 8

LEGAL JURISDICTION

1. The authorities of the Host Nation (HN) have the right to exercise their jurisdiction over military and civilian hosted personnel for the offences committed on their territory and punishable under HN national laws.

2. The authorities of the Sending Nation (SN), however, have the right to exercise on priority their jurisdiction over the members of their own armed forces



and civilian personnel - whenever it is subject to the law in force in the SN - in the following cases:

- a. when the offences threaten the security or loss of goods of the SN;
- b. When the offences result from acts or omissions – whether due to wilful or negligent behaviour – committed in connection with the official duty.

3. Should the above mentioned hosted personnel be involved directly or indirectly in events for which the HN envisages sanctions inconsistent with the principles of the SN, the Parties, through mutual consultations and in compliance with their respective national laws, shall reach an agreement to resolve such inconsistency.

ARTICLE – 9

SECURITY OF CLASSIFIED INFORMATION

9.1 All classified information, documents, technical data, technologies and materials, exchanged between the **PARTIES** and their industries under this MoU, shall be handled in accordance with the national laws and rules of the originating **PARTY**.

9.2 Each **PARTY** shall afford all the classified information, documents, technical data, technologies and materials no lower degree of security protection than that assigned by the originating **PARTY** and shall take all necessary measures to keep them classified as long as requested by the originating **PARTY**.

9.3 Under this MoU:

9.3.a "classified information" means each document, technical data, technologies or material, specified in the following points or any document, information, activity and any other thing to which has been assigned a degree of security protection:



9.3.b "classified document" means every classified information in any form, written or printed, including data processings and tapes, maps, photograph, pictures, designs, recordings, notes, copies made by any means or process, magnetic or electro-magnetic recordings or videos in any form;

9.3.c "classified material" means any object, or part of it, prototype, equipment, armament, produced or in course of production, marked with a degree of security protection.

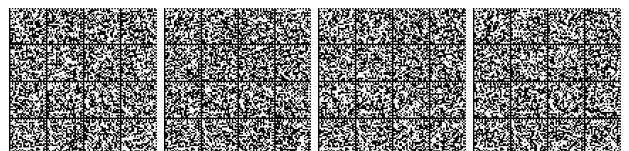
9.4 The Parties have agreed upon the corresponding degree of security classification as follows:

Italian Republic	Islamic Republic of Pakistan
SEGRETISSIMO	TOP SECRET
SEGRETO	SECRET
RISERVATISSIMO	CONFIDENTIAL
RISERVATO	RESTRICTED

9.5 The **PARTIES** shall ensure that the information, documents, technical data, technology and materials exchanged under this MoU shall be used only for the purposes specially agreed by the **PARTIES** and within the scope of this MoU.

9.6 The transfer to third **PARTIES** of information, documents, technical data, technology and materials, whether classified or unclassified, acquired through co-operation under this MoU shall be subject to prior written approval of the originating **PARTY**.

9.7 Should classified information be exchanged under this MoU between industries and/ or agencies other than the **PARTIES**, separate arrangements shall be entered into by the relevant authorities of the **PARTIES**. The security measures mentioned in this MoU shall also be applied to the classified information exchanged during contractual negotiations.



ARTICLE – 10**SETTLEMENT OF DISPUTES**

10. All disputes that may arise in connection with the interpretation or application of this MoU shall be settled through mutual consultations between the **PARTIES** and, if necessary, through diplomatic channels.

ARTICLE – 11**AMENDMENT OR MODIFICATION**

11. This MoU may be amended or modified, at any time, through exchange of Official Notes. The amendment or modification shall enter into force by following the same procedure as provided in Article 12.1 of this MoU.

ARTICLE – 12**ENTRY INTO FORCE, VALIDITY AND TERMINATION**

12.1 This MoU shall enter into force on the date of receipt of the second of the two notifications by which the **PARTIES** shall officially inform each other that the respective ratification procedures have been completed.

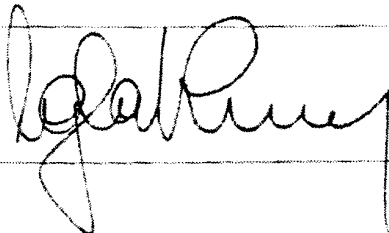
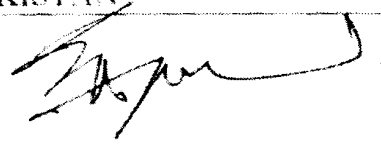
12.2 This MoU shall be valid for five years, and shall automatically be renewed for similar periods unless terminated. Either Party may terminate this MoU at any time, after the completion of first period of five years by giving a notice of six months to the other Party of its intention to terminate this MoU.

12.3 The respective responsibilities and obligations of the **PARTIES** under this MoU relating to any ongoing project/programme, security arrangements, defence procurement, intellectual property rights and exchange, relieve, transfer and protection of information will continue to apply irrespective of termination of this MoU until otherwise agreed by the **PARTIES**.



In Witness Whereof, the undersigned representatives duly authorized by the Parties have signed this MoU.

Done at Rome on 30 SEPTEMBER 2009 in two originals, in the English and Italian languages, both texts being equally authentic. In case of divergence in the texts or discrepancy in the interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE ITALIAN REPUBLIC	FOR THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
	

MEMORANDUM D'INTESA SULLA COOPERAZIONE NEL SETTORE DELLA DIFESA TRA IL GOVERNO DELLA REPUBBLICA ITALIANA ED IL GOVERNO DELLA REPUBBLICA ISLAMICA DEL PAKISTAN

Il Governo della Repubblica italiana ed il Governo della Repubblica Islamica del Pakistan, (di seguito denominati congiuntamente le "PARTI" e singolarmente "PARTE"):

Riaffermando il loro impegno nei confronti della Carta delle Nazioni Unite;

In considerazione delle relazioni amichevoli che esistono tra i due paesi, i loro popoli e le rispettive Forze Armate.

Convinti che la cooperazione bilaterale nel settore della difesa faciliterà la reciproca comprensione delle rispettive questioni militari e rafforzerà le connesse capacità di difesa.

hanno concordato quanto segue:

Art. 1.

Portata

1. Le Parti agiranno in conformità con i rispettivi ordinamenti giuridici nazionali e con gli impegni internazionali per incoraggiare, facilitare e sviluppare la cooperazione nel campo della difesa, basandosi sul principio della reciprocità.

Art. 2.

Gestione della cooperazione

2.1. L'organizzazione e la promozione della cooperazione bilaterale nel settore della difesa saranno condotte dalla Commissione per la Cooperazione nel settore della Difesa (La Commissione) composta da un numero paritetico di rappresentanti delle Parti.

2.2. Le riunioni della Commissione si terranno una volta l'anno alternativamente a Roma ed Islamabad allo scopo di elaborare ed approvare, ove opportuno e previa approvazione bilaterale, eventuali accordi specifici ad integrazione e completamento del presente Memorandum, nonché eventuali programmi di cooperazione tra le Forze Armate della Repubblica italiana e le Forze Armate della Repubblica Islamica del Pakistan. Le riunioni saranno copresiedute dai capi delle rispettive delegazioni. La Commissione stabilirà proprie regole e procedure.

2.3. Attività, modalità, tempi e luoghi saranno specificati nei programmi di cooperazione di cui sopra.

Art. 3.

Settori di cooperazione

3.1. La cooperazione fra le Parti può essere sviluppata nei seguenti settori:

3.1.a. politica di sicurezza e difesa;

3.1.b. operazioni di supporto della pace (PSO) e operazioni umanitarie;

