

**AGREEMENT OF COOPERATION**

**IN THE FIELD OF DEFENCE**

**BETWEEN**

**THE GOVERNMENT OF THE ITALIAN  
REPUBLIC**

**AND**

**THE EXECUTIVE OF THE REPUBLIC OF  
ANGOLA**



**AGREEMENT OF COOPERATION IN THE FIELD OF DEFENCE BETWEEN THE GOVERNMENT OF THE ITALIAN REPUBLIC AND THE EXECUTIVE OF THE REPUBLIC OF ANGOLA**

**Preamble**

The Government of the Italian Republic and the Executive of the Republic of Angola hereinafter referred to as the "Parties";

whereas the aims and purposes of the technical cooperation Agreement between the Government of the Italian Republic and the Government of the People's Republic of Angola signed in Luanda on 3 August 1977;

confirming their commitment to the objectives and principles regarding the charter of the United Nations;

desiring to strengthen the good relationship of friendship and solidarity between the two countries and two peoples;

convinced that the mutual understanding, the exchange of information and the strengthening of cooperation between the Parties will enhance the peace, the security and the international stability;

determined to develop cooperation relationships in the field of defence based on principles of equality, interest and mutual respect for the independence, sovereignty, territorial integrity, no interference in the internal affairs of each State and reciprocal advantages ;

have agreed as follows:

**Article 1  
(Objective)**

This Agreement aims at the strengthening of cooperation between the Parties in the field of Defense, particularly, in the military and technical area, whenever requested and in accordance with its possibilities, in conformity with the domestic law of the states of the Parties and the applicable norms of the international law, without prejudice to the observance of the European legislation for the Italian Party.

**Article 2  
(Cooperation Areas)**

The Parties agree as areas of military cooperation as follows:

- a) international security;



- b) defence policy;
- c) education and training in military field;
- d) military intelligence;
- e) procurement, maintenance, repair and modernization of weapon and military technique;
- f) peace support operations;
- g) humanitarian and search and rescue operations;
- h) demining;
- i) health and medical assistance;
- j) military law;
- k) sport and culture;
- l) science and technology of military interest;
- m) disarmament and arms control;
- n) civilian-military cooperation;
- o) defence industry;
- p) any other areas which the Parties will deem necessary and appropriate.

### **Article 3 (Cooperation Modalities)**

The Parties agree to carry out the cooperation through the following forms:

- a) mutual visits and working meetings by delegations of military entities;
- b) exchange of lecturing and training personnel as well as of students from military institutions;
- c) advice in the fields of strengthening and use of weapons and military technique, as well as in other areas of military and military - technical interest;
- d) exchange of delegation and experiences;
- e) participation in conferences and seminars;
- f) participation, as observers, in maneuvers and other national military exercises;
- g) exchange of information, documents and services;
- h) other modalities of cooperation agreed between the Parties.



**Article 4**  
**(Organization And Implementation)**

1. Each Party will designate a structure to facilitate the implementation of this Agreement.
2. Each structure should work with the working plans approved by the Ministers of Defense.
3. The structures will define the modalities of working and elaborate long-term/annual plans of bilateral cooperation, including dates of cooperation activities. These plans will be signed by authorized officers of the Parties, after mutual Agreement.
4. The organization and conduct of concrete cooperation activities in the Defence field, in the areas defined in article 2 of this Agreement, will be carried out by the Ministry of National Defence of the Republic of Angola and the Ministry of Defence of the Italian Republic, as well as established at protocols, contracts and other legal instruments undersigned, where necessary, by the Parties.
5. Possible consultations of the Parties representatives will be conducted alternatively in Luanda and Rome in order to draw up and agree, if advisable and subject to bilateral approval, possible specific Arrangements to supplement and complete this Agreement, as well as possible cooperation programmes between the Angolan Armed Forces and the Italian Armed Forces.

**Article 5**  
**(Material And Financial Expenses)**

1. The material and financial costs, necessary to make the bilateral meetings, will be borne by the Parties, as follows, except that the Parties have otherwise agreed in writing:
  - a) the delegation of the guest Party will fund the costs of transport from the territory of the host Party and vice versa, as well as the costs for room, boards and any other expenses incurring during his stay at the host Party;
  - b) the host Party will finance expenses related to the local transport of the delegation of the guest Party, as well as will ensure the technical conditions and materials necessary for the good course of the meeting.
2. In the implementation of this Agreement, the host Party agrees to grant, free of charge, to members of the guest Party, the necessary medical assistance and emergency at its disposal. However, the guest Party will be responsible for the costs of expenses incurred in the health institutions of the host Party, other than emergency medical service and those related to the dental treatment, with payment that shall be made when providing the performance, at the same conditions of the host Party.
3. Each Party shall be responsible for its own expenses incurred for the removal or evacuation of its own sick, injured or deceased personnel.



**Article 6**  
**(Jurisdiction)**

1. The guest Party must respect the laws, customs and habits of the host Party and shall be subject to its rules and regulations.
2. The Authorities of the host Party have the right to exercise their jurisdiction over military and civilian hosted personnel, for the offences carried out on their national territory and punishable under host Party national regulations.
3. The Authorities of the sending Party, 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 sending Party - in the following cases:
  - a) when the offences threaten the security or goods of the sending Party;
  - b) when the offences result from acts or omissions – whether due to wilful or negligent behaviour – carried out during or in connection with duty service.
4. Should the above mentioned hosted personnel be involved in offences for which the laws of the host Party prescribe capital punishment and other sanctions contrary to the principles and legislation of the sending Party, such punishments will not be delivered and, if delivered, it will not be administered.

**Article 7**  
**(Damages Compensation)**

1. Compensation for any damage caused to the host Party, by a member of the sending Party during or in connection with their mission/exercise under this Agreement, will be indemnified by the sending Party.
2. If the Parties are jointly responsible for any loss or damage caused to a third Party during or in connection with the activities under this Agreement, the Parties shall reimburse that loss or damage.

**Article 8**  
**(Cooperation In The Field Of Defence Material)**

1. In accordance with their respective national laws and in order to regulate activities relating to defence equipment, the Parties agree on possible cooperation in the following categories of armaments:
  - a) ships and related equipment for military use;
  - b) military aircraft and helicopters and related equipment;
  - c) tanks and vehicles for military use;
  - d) automatic firearms and associated ammunition;
  - e) medium and large-caliber weapons and associated ammunition;



- f) bombs, mines (excluding anti-personnel mines), rocket missiles, torpedoes and associated monitoring equipment;
  - g) gunpowder, explosives and propellants for military use;
  - h) electronic, electro-optical and photographic systems and related equipment for military use;
  - i) special materials armored manufactured for military use;
  - j) specific materials for military training;
  - k) machines and equipment designed for manufacturing, testing and monitoring weapons and ammunition;
  - l) special equipment manufactured for military use.
2. The transfer of military equipment can be either through direct operations by the Parties or through private companies authorized by the respective Governments.
  3. The respective Governments undertake not to re-export the acquired material to third Parties without the previous written consent of the Party which originally provided the material.
  4. Activities in the area of defence industry and procurement policy, research, development of armaments and military equipment may take the following modalities:
    - a) Scientific research, test and design;
    - b) Exchange of experience in the technical sector;
    - c) Mutual production, modernization and mutual technical services in sectors decided by Parties;
    - d) Support to the defence industries and governmental bodies in order to create cooperation in the field of military material production.
  5. The Parties will offer mutual assistance and collaboration to foster the fulfilment by industries and/or organizations concerning this Agreement and contracts signed under its provisions.
  6. The Parties commit themselves to put into effect the procedures required to ensure the safeguarding of all the intellectual property including patents stemming from the initiatives carried out in compliance with this Agreement, according to their laws and to international Agreements in this area signed by the Parties.

**Article 9**  
**(Security of Classified Information)**

1. For the effect of the present Agreement, "classified information" is any information, act, activity, document, material or thing to which one of the Parties has assigned a security classification.



- 2. All classified information exchanged or generated in connection with this Agreement, will be used, transmitted, stored and/or handled in accordance with the Parties' applicable internal laws and regulations.
- 3. Classified information will be transferred only through the Government-to-Government channels approved by national security Authority/Authority designated by the Parties.
- 4. The corresponding security classifications are:

| <b>FOR THE REPUBLIC OF ANGOLA</b> | <b>CORRESPONDING IN ENGLISH</b> | <b>FOR THE ITALIAN REPUBLIC</b> |
|-----------------------------------|---------------------------------|---------------------------------|
| MUITO SECRETO                     | TOP SECRET                      | SEGRETISSIMO                    |
| SECRETO                           | SECRET                          | SEGRETO                         |
| CONFIDENCIAL                      | CONFIDENTIAL                    | RISERVATISSIMO                  |
| RESTRITO                          | RESTRICTED                      | RISERVATO                       |

- 5. Access to classified information exchanged on the basis of this Agreement is permitted to the personnel of the Parties who have a need-to-know and an adequate level of security clearance in compliance with national laws and regulations.
- 6. The Parties shall ensure that all classified information exchanged, will be used only for the intended purposes within the objectives and the scope of this Agreement.
- 7. The Parties are obliged not to disclose or transfer any classified information that they have access due to the present Agreement.
- 8. Without prejudice to the immediate effect of the clauses contained in this article, further aspects of security relating to classified information not contained in this Agreement shall be governed by a specific general Agreement on security concluded by the respective national security Authorities or by the designated security Authorities of the Parties.
- 9. The provisions referred to in paragraphs 1, 2, 3 and 7 of this article shall be continued, even after the cessation of the effects of this Agreement.

**Article 10**  
**(Force Majeure)**

- 1. For the effect of the present Agreement, "Force Majeure" is a powerful event occurred without the will of any part, like not declared war, natural events, earthquake, thunderstorms, floods, thunderbolts or any other phenomenon's, unpredictable at the time signing of the present Agreement.
- 2. Any Party shall not be liable for delay or of the failure under this Agreement, on condition that occurs for reasons of "Force Majeure".
- 3. The Party that register a situation of "Force Majeure" shall promptly notify the other Party in writing.



**Article 11**  
**(Settlement Of Disputes)**

Any dispute arising from the interpretation and/or execution of this Agreement, shall be resolved exclusively through consultations and negotiations between the Parties through their diplomatic channels.

**Article 12**  
**(Supplementary Protocols, Amendment, Revision And Programs)**

1. With the consent of both Parties, supplementary protocols may be agreed on specific areas of cooperation on defence matters involving military and civilian entities, under the terms of this Agreement.
2. This Agreement may be amended or revised by mutual consent through an exchange of notes between the Parties, through diplomatic channels.
3. Supplementary protocols, amendments and revisions shall enter into force as specified in the article 15.

**Article 13**  
**(Suspension And Termination)**

1. The Parties shall reserve the right to suspend, in whole or in part, the execution of the provisions of this Agreement, during a certain period of time, or to proceed with its termination, if changes occur during or conditions existing at the date of its signing that threaten the continuity of cooperation in which it provides. Such suspension or termination should not be interpreted as an act of enmity between the Parties.
2. The suspension or termination of this Agreement, in the terms referred to in preceding paragraph, shall be notified in writing and through diplomatic channels, being effective ninety (90) days after the receipt of the notification by the other Party.
3. The termination of this Agreement shall not affect any on-going programs and activities under this Agreement, unless otherwise decided by the Parties.

**Article 14**  
**(Signature)**

This Agreement will be signed, with a solemn act, by the Defence Ministers of each Party, or their Representatives duly authorized for that purpose.





**Article 15**  
**(Entry Into Force)**

This Agreement shall enter into force on the date of the reception of the last of the two written notifications by which the Parties shall inform each other, through diplomatic channels, of the fulfillment of its respective domestic requirements for the entry into force of this Agreement.

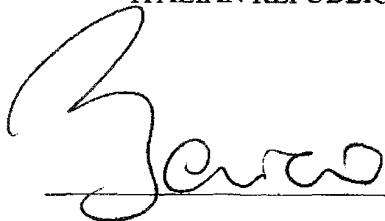
**Article 16**  
**(Duration)**

This Agreement shall remain in force for a period of five (5) years, automatically renewable for successive periods of one year, unless the complaint of a Party, in writing and through diplomatic channels, with a notice of at least one hundred eighty (180) days before its expiry.

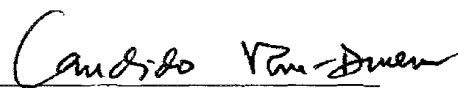
In witness whereof, the undersigned, being duly authorized thereto by their respective Authorities, have signed this Agreement.

Done at ROMA, on 19-11-13 in two originals, both in Italian, Portuguese and English languages, all texts being equally authentic. In case of any divergence on interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE  
ITALIAN REPUBLIC

  
\_\_\_\_\_

FOR THE EXECUTIVE OF THE  
REPUBLIC OF ANGOLA

  
General  
\_\_\_\_\_

LAVORI PREPARATORI

*Senato della Repubblica* (atto n. 1732):

Presentato dal Ministro degli affari esteri (GENTILONI SILVERI) e dal Ministro della difesa (PINOTTI), in data 30 dicembre 2014.

Assegnato alla 3<sup>a</sup> commissione (affari esteri, emigrazione), in sede referente, il 23 gennaio 2015, con pareri delle commissioni 1<sup>a</sup> (affari costituzionali), 2<sup>a</sup> (giustizia), 4<sup>a</sup> (difesa) e 5<sup>a</sup> (bilancio).

Esaminato dalla 3<sup>a</sup> commissione (affari esteri, emigrazione), in sede referente, il 17 febbraio 2015; il 9 giugno 2016.

Esaminato in aula e approvato, con modificazioni, il 28 giugno 2016.

*Camera dei deputati* (atto n. 3946):

Assegnato alla III commissione (affari esteri e comunitari), in sede referente, l'11 luglio 2016, con pareri delle commissioni I (affari costituzionali), II (giustizia), IV (difesa), V (bilancio) e X (attività produttive, commercio e turismo).

Esaminato dalla III commissione (affari esteri e comunitari), in sede referente, il 6 ottobre 2016; il 21 dicembre 2016.

Esaminato in aula il 9 gennaio 2017 e approvato definitivamente il 10 gennaio 2017.

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