

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT**  
**OF THE ITALIAN REPUBLIC**

**AND**

**THE GOVERNMENT**  
**OF BURKINA FASO**

**ON COOPERATION**  
**IN THE FIELD OF DEFENCE**



The Government of the Italian Republic

And

The Government of Burkina Faso

Hereinafter referred to as «Party» or «Parties»:

- **Confirming** their commitment to the Charter of the United Nations;
- **Desiring** to enhance co-operation between their Ministries of Defence;
- **Confident** that mutual cooperation in the field of Defence will enhance the existing relationship between the Parties,

**Have agreed as follows:**

#### **ARTICLE 1 PRINCIPLES AND AIM**

Cooperation between the Parties, ruled by the principles of equality, reciprocity and mutual interest, will be carried out in conformity with their respective domestic legislations and international commitments, as well as with the obligations of the Italian Party ensuing from its membership of the European Union, to encourage, facilitate and develop cooperation in the field of Defence.

#### **ARTICLE 2 GENERAL COOPERATION**

##### **1. Implementation**

- a. On the basis of this Agreement the Parties may sign technical Arrangements implementing military and technique cooperation, as well as elaborate annual or long-term plans of bilateral cooperation in the Defence sector which will determine venues, dates and the number of participants as well as the modalities of implementation of the cooperation activities.
- b. The annual plan of cooperation can be signed by authorized representatives of the Parties, after mutual agreement.
- c. The organisation and conduct of concrete co-operation activities in the Defence field will be organized and carried out by the Ministry of Defence of the Italian Republic and the Ministry in charge of Defence of Burkina Faso.
- d. Consultations of the Parties' representatives will be conducted alternately in Italy and in Burkina Faso, in order to draw up and agree, if advisable and subject to the approval of both Parties, possible specific Arrangements to complete this Agreement, as well as possible cooperation programs between the Italian Armed Forces and the Burkinabe Armed Forces.

##### **2. Fields**

Cooperation between the Parties may include the fields in the Defence Sector listed below:

- a. defence policy;



- b. research and development, logistic support and acquisition of defense products and services;
- c. peace support operations and humanitarian operations;
- d. Armed Forces organization and employment, as well as structure and equipment of military units and personnel management;
- e. education and training in the military field;
- f. environmental issues related to pollution caused by military activities;
- g. military medical service;
- h. military history;
- i. military sport;
- j. other military fields of mutual interest to the Parties.

### 3. Modalities

The cooperation between the Parties can take place by the following means:

- a. mutual visits by delegations of civilian and military personnel;
- b. exchanges of experiences between experts of the Parties;
- c. meetings between Defence Institutions representatives;
- d. exchanges of lecturing and training personnel, as well as of students from military Institutions;
- e. participation in theoretical and practical training courses, orientation periods, seminars, conferences, debates and symposiums, offered in military and civilian Defence establishments;
- f. participation in military exercises;
- g. participation in humanitarian operations and peacekeeping;
- h. visits of military aircraft;
- i. exchanges in the field of cultural and sporting activities;
- j. support to the commercial initiatives related to Defence materials and services linked to Defence matters;
- k. other military activities to be agreed between the Parties.

## ARTICLE 3 FINANCIAL MATTERS

1. Each Party shall be responsible for its own expenses incurred in the implementation of this Agreement, as regards:
  - a. travel expenses, per diem, salaries, insurance for illness and injury, as well as other allowance due to its own personnel under its regulations;
  - b. medical and dental expenses, as well as those due to the removal or evacuation of its own sick, injured or deceased personnel.
2. Without prejudice to the terms of item “b”, above, the host Party shall provide urgent emergency treatment, at medical installations for its Armed Forces, to any personnel of the sending Party who may require medical assistance during the implementation of bilateral cooperation activities under this Agreement, and, where necessary, at other health care facilities, provided that the sending Party pays its own cost.
3. All activities carried out under this Agreement shall be subject to the availability of funds by the Parties.



#### ARTICLE 4 JURISDICTION

1. The Authorities of the host State have the right to exercise their jurisdiction over military and civilian hosted personnel, for the offences committed in their national territory and punishable under the host country national regulations.
2. The Authorities of the sending State have the right to exercise on priority their jurisdiction over the members of their own Armed Forces and over civilian personnel – if it is subject to the law in force in the sending State - in the following cases:
  - a. when the offences threaten the security or goods of the sending State;
  - 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.
3. Should the above mentioned hosted personnel be involved in events for which the laws of the host State prescribe the capital punishment and/or other sanctions contrary to the fundamental principles and legislation of the sending State, such punishment and/or sanctions shall not be delivered and, if pronounced, they shall not be administered.

#### ARTICLE 5 COMPENSATION FOR DAMAGES

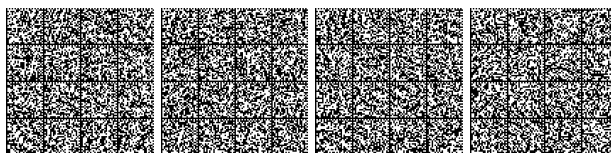
1. Compensation for damages caused to the host Party by a member of the sending Party during or in connection with his/her mission/exercise under this Agreement, will be - by mutual agreement between the Parties – indemnified by the sending Party.
2. If the Parties will be jointly responsible for loss or damages caused during or in connection with the activities under this Agreement, the Parties shall, by mutual agreement, settle that loss or damage.

#### ARTICLE 6 COOPERATION IN THE FIELD OF DEFENSE MATERIALS

##### 1. Categories of armaments

In accordance with the respective national legal systems and in order to regulate activities relating to defense equipment, the Parties will agree of establishing cooperation in the following categories of armaments:

- a. aircraft and military helicopters, aero spatial systems and related equipment;
- b. tanks and vehicles specifically made for military use;
- c. automatic firearms and associated ammunition;
- d. medium and large-caliber weapons and associated ammunition;
- e. bombs, mines (excluding anti-personnel mines), rockets, missiles, torpedoes and associated monitoring equipment;
- f. gunpowder, explosives and propellants specifically made for military use;
- g. electronic, electro-optical and photographic systems and related equipment specifically made for military use;
- h. especially manufactured armored materials specifically made for military use;
- i. specific materials for military training;
- j. machines and equipment designed for manufacturing, testing and monitoring weapons and ammunitions;
- k. special equipment manufactured specifically made for military use.





The mutual supply of products of interest for the respective Armed Forces shall take place under this Agreement and will be implemented either through direct State-to-State operations, or through private companies authorized by the respective Governments.

The Parties undertake not to re-export the acquired material to third Parties without the previous consent of the Party which originally provided the material.

## 2. Modalities

Activities in the area of defense industry and procurement policy, research, development of armaments and military equipment may be conducted by the following means:

- a. scientific research, test and design;
- b. exchanges of experiences in the technical sector;
- c. mutual production, modernization and mutual technical services in sectors decided by the Parties;
- d. support to the Defense industries and Governmental Bodies in order to create cooperation in the field of the production of military materials.

The Parties will offer mutual technical - administrative support, assistance and collaboration in order to promote the execution of this Agreement, by the industries and / or the organizations concerned, as well as of the contracts signed under the provisions of this Agreement.

## ARTICLE 7 INTELLECTUAL PROPERTY

The Parties commit themselves to put into effect the procedures required to ensure the safeguard of the intellectual property, including patents, stemming from the activities carried out in compliance with this Agreement, according to their respective national legislations and to applicable international Agreements in this area signed by the Parties, including, as for the Italian Party, the obligations arising from its membership of the European Union.

## ARTICLE 8 SECURITY OF CLASSIFIED INFORMATION

1. "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, handled and/or protected in accordance with the Parties' applicable internal laws and regulations.
3. Classified information shall be transferred only through government-to-government channels approved by the Competent Security Authority or other Authority designated by the Parties.
4. The corresponding security classifications are the following:

For the Italian Republic	Corresponding (in English)	For Burkina Faso
SEGRETISSIMO	TOP SECRET	TRES SECRET
SEGRETO	SECRET	SECRET
RISERVATISSIMO	CONFIDENTIAL	CONFIDENTIEL
RISERVATO	RESTRICTED	RESTREINT



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 ensure that all classified information exchanged will be used only for the purposes for which have been specifically allocated, under and for the purposes of this Agreement.
7. Transfer to third Parties or to international Organizations of classified information, obtained as a result of cooperation in the field of Defence products covered by this Agreement, shall be subject to the prior written consent of the Competent Security Authority of the generating Party.
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 regulated by a specific security Agreement to be concluded by the respective competent Security Authorities or by Authorities designated by the Parties.

#### **ARTICLE 9 SETTLEMENT OF DISPUTES**

Any dispute regarding the interpretation or application of this Agreement shall be resolved exclusively through direct consultations and negotiations between the Parties, through diplomatic channels.

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

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

#### **ARTICLE 11 SUPPLEMENTARY PROTOCOLS, AMENDMENTS, REVISIONS AND PROGRAMMES**

1. The Parties may conclude supplementary protocols in specific areas of cooperation on defense matters involving military and civilian establishments, under the terms of this Agreement.
2. Supplementary protocols negotiated between both Parties shall be elaborated according to relevant national procedures and shall be restricted to the purposes of this Agreement without contradicting the respective national legislations.
3. Implementation programs that will give effect to this Agreement or its supplementary protocols shall be elaborated, developed and implemented by the personnel authorized by the Ministry of Defence of the Italian Republic and the Ministry of Defence of Burkina Faso and according to mutual interests, in close coordination with the Ministries of Foreign Affairs of the Parties and the competent security Authorities for the aspects concerning the classified information of the Parties.
4. This Agreement shall be amended or revised by mutual consent, through an Exchange of Notes between the Parties, through diplomatic channels.
5. Supplementary Protocols, amendments and revisions shall enter into force as specified in Article 10 of this Agreement.



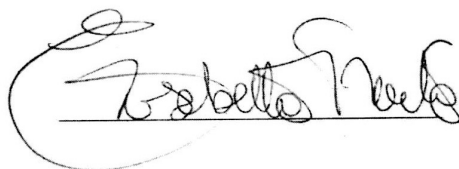
**ARTICLE 12  
DURATION AND TERMINATION**

1. This Agreement shall remain in force until either of the Parties decides, at any time, to terminate it.
2. The denunciation by a Party shall be notified to the other Party in writing and through diplomatic channels. It shall be effective ninety (90) days after the receipt of the mentioned notification by the other Party.
3. The denunciation of this Agreement shall not affect any on-going programs and activities under this Agreement, unless otherwise agreed upon by the Parties.

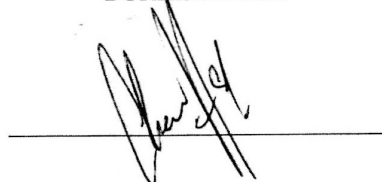
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done at Rome on 01.07.2019 in two originals, both in Italian, French and English, all texts being equally authentic. In case of divergence of interpretation, the text in English shall prevail.

FOR THE GOVERNMENT OF THE  
ITALIAN REPUBLIC

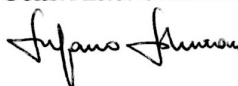


FOR THE GOVERNMENT OF  
BURKINA FASO



D'ORDINE DEL MINISTRO

**Il Capo Ufficio Legislativo  
Cons. Amb. Stefano Soliman**




LAVORI PREPARATORI

*Camera dei deputati* (atto n. 2322):

Presentato dal Ministro degli affari esteri e della cooperazione internazionale Luigi Di MAIO e dal Ministro della difesa Lorenzo GUERINI (Governo CONTE-II) il 23 dicembre 2019.

Assegnato alla III Commissione (Affari esteri e comunitari), in sede referente, il 21 gennaio 2020, con pareri delle Commissioni I (Affari costituzionali), II (Giustizia), IV (Difesa), V (Bilancio e Tesoro) e X (Attività produttive).

Esaminato dalla III Commissione (Affari esteri e comunitari), in sede referente, il 5 febbraio 2020 e il 10 settembre 2020.

Esaminato in Aula il 28 settembre 2020 e approvato il 29 settembre 2020.

*Senato della Repubblica* (atto n. 1954):

Assegnato alla 3ª Commissione (Affari esteri, emigrazione), in sede referente, l'8 ottobre 2020, con pareri delle Commissioni 1ª (Affari Costituzionali), 2ª (Giustizia), 4ª (Difesa), 5ª (Bilancio) e 10ª (Industria).

Esaminato dalla 3ª Commissione (Affari esteri, emigrazione), in sede referente, il 28 ottobre 2020 e il 2 marzo 2021.

Esaminato in Aula e approvato definitivamente il 20 aprile 2021.

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