



Senegal No. 1 (2024)

Defence Cooperation

Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Senegal concerning Military Cooperation

Dakar, 4 December 2023

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of His Majesty
March 2024*

CP 1053



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ISBN 978-1-5286-4775-5
E03098786 03/24

Printed on paper containing 40% recycled fibre content minimum

Printed in the UK by HH Global on behalf of the Controller of His Majesty's Stationery Office

**DEFENCE COOPERATION AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC
OF SENEGAL CONCERNING MILITARY COOPERATION**

PREAMBLE

The Government of the United Kingdom of Great Britain and Northern Ireland (“the UK”) and the Government of the Republic of Senegal (“Senegal”) (hereafter referred to as ‘the Parties’):

IN CONSIDERATION OF the deep bonds of friendship uniting the UK and Senegal;

RECOGNISING that the development of relations between the Parties contributes to improving mutual understanding and trust between our two States;

REAFFIRMING the importance of dialogue for international and regional security and stability;

DESIRING to deepen military cooperation, by establishing a partnership based on the principles of mutual respect for the sovereignty, independence, and territorial integrity of both Parties,

HAVE REACHED the following agreement:

ARTICLE 1

Definitions

In this Agreement the following definitions shall apply:

- a. Civilian Component means the civilian personnel, who are employed by the Government of the Sending Party or by their Visiting Forces and who are not nationals of the Host Party.
- b. Exercise or Training means unilateral, bilateral and multilateral exercises or training activities involving both units and individuals.
- c. Exercise or Training Areas means those areas in the Host Party defined in the exercise plans in which Visiting Forces shall be deployed for the purpose of conducting the exercise or training in question.
- d. Host Party Support (“HPS”) means the civil and military assistance rendered by the Host Party to Visiting Forces during mutually approved exercises or training held in the Host Party’s territory, including its airspace and territorial waters.

- e. Host Party means the Party receiving Visiting Forces from the Sending Party.
- f. Implementing Arrangement means a follow-on arrangement to this Agreement which shall be concluded for each major activity, and which shall detail the requirements of the Sending Party and the Host Party's resources available to meet those requirements. The Implementing Arrangement shall also detail the necessary procedures to be implemented by the Parties for the provision of HPS and, as required, the conduct of the exercise or training. The Implementing Arrangement shall be a document made under this Agreement and shall be interpreted consistently with its provisions.
- g. Sending Party means the Party sending Visiting Forces to the Host Party.
- h. Visiting Forces means the Armed Forces together with, where appropriate, the Civilian Component of those forces who are sent to and deployed in the Host Party by the Sending Party for the purposes of this Agreement.

ARTICLE 2

Purpose

The purpose of this Agreement is the development of military cooperation between the Parties and the Parties shall cooperate in the military field in accordance with the legislation of each Party, generally accepted principles and rules of international law and international agreements and arrangements, to which both Parties are parties or participants.

ARTICLE 3

Scope of This Agreement

Within the framework of the partnership in military cooperation, the Parties shall implement cooperation which may include the following areas and activities:

- a. Training;
- b. Exercises;
- c. Port visits;
- d. Humanitarian, logistical as well as all other military aircraft operations authorised by the Host Party and all supporting activity;

- e. Education;
- f. Exchanges of experience, expertise and delegations;
- g. Exchanges of information and intelligence;
- h. Fight against terrorism, maritime piracy, illicit traffic in narcotics and illegal, unreported and unregulated fishing; and
- i. Any other activity mutually agreed upon by the Parties in accordance with their common interests.

ARTICLE 4

Implementation

1. The terms and conditions for the implementation of this Agreement shall be defined by a Joint Military Commission, composed of members designated by the Ministers in charge of defence of both Parties. This Commission shall meet once every two (02) years, alternately in the UK and in Senegal and is responsible for:
 - a. planning, organizing and coordinating cooperation actions in the areas provided for in Article 3 of this Agreement;
 - b. examining new avenues of cooperation;
 - c. monitoring the implementation of the planned actions and evaluating them.
2. Conditions for the application of the cooperation defined in Article 3 above, shall be detailed through specific Implementing Arrangements or other arrangements between the Parties.

ARTICLE 5

Financial Provisions

1. The operating costs and charges for the relevant activities listed in Article 3 and the mechanisms for settlement of those costs shall be determined and established in accordance with Article 4.2 above
2. All other costs or charges which may arise between the Parties and are not covered by Article 4.2 shall be determined and settled between the Parties through mutual agreement and diplomatic means.

3. The detail of financial provisions shall be covered in subsequent Implementing Arrangements under this Agreement.

ARTICLE 6

Wearing of uniforms

1. Visiting Forces personnel of the Sending Party may wear the uniform and military insignia of their force in accordance with the regulations in force in their military / armed forces.
2. Visiting Forces personnel of the Sending Party may carry weapons and ammunition subject to prior approval by the Host Party.

ARTICLE 7

Discipline and Jurisdiction

1. Visiting Forces personnel of the Sending Party shall respect the laws, regulations, customs and traditions of the Host Party at all times.
2. Visiting Forces personnel shall be subject to jurisdiction in the Host Party as detailed in the following paragraphs.
3. The authorities of the Sending Party shall have the right to exercise within the territory of the Host Party or on board any vessel or aircraft of the Host Party all criminal and disciplinary jurisdiction conferred on them by the law of the Sending Party over their Visiting Forces personnel if that offence is not included in the criminal law of the Host Party. This includes the right to repatriate Sending Party Visiting Forces personnel to the Sending Party for trial and sentencing.
4. The authorities of the Host Party shall have jurisdiction over the Visiting Forces of the Sending Party for offences committed within the territory of the Host Party and punishable by the law of the Host Party. The authorities of the Host Party shall have the right to exercise exclusive jurisdiction over persons subject to the law of the Host Party with respect to offences, including offences relating to its security, punishable by its law but not by the law of the Sending Party.
5. Where the authorities of both the Sending and Host Parties have the right to exercise jurisdiction, the authorities of the Sending Party shall have the primary right to exercise jurisdiction if:
 - a. the offence is solely against the property or security of the Sending Party or solely against the person or property of another member of the Sending Party's Visiting Forces personnel; or

- b. the offence arises out of an act or omission arising from the performance of official duty by a member of the Visiting Forces personnel of the Sending Party.

6. In any other case, the authorities of the Host Party shall have the primary right to exercise jurisdiction. If the authorities of the Party having the primary right decide not to exercise jurisdiction, they shall notify the appropriate authorities of the other Party as soon as practicable.

7. The authorities of the Party having the primary right to exercise jurisdiction shall give sympathetic consideration to a request from the authorities of the other Party to waive that right in cases where that other Party considers such a waiver to be of particular importance and in cases of minor offences where the authorities of the Host Party have the primary right and where the authorities of the Sending Party can impose a suitable punishment by disciplinary action without recourse to a trial. The waiver by one Party of its primary right to exercise jurisdiction shall not preclude that Party from exercising its right to jurisdiction in matters where the other chooses not to exercise its own right to jurisdiction.

8. The authorities of the Parties shall assist each other in the carrying out of all necessary investigations into any offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of objects may, however, be subject to their return within the time specified by the authorities delivering them.

9. The authorities of the Host Party shall notify the Embassy of the Sending Party immediately of the arrest of any member of the Visiting Forces of the Sending Party.

10. In any case where the authorities of the Host Party are to exercise jurisdiction over any member of the Sending Party's Visiting Forces personnel, the Sending Party may be authorised to take custody over that person until they are brought to trial. The Sending Party's authorities shall present them to the authorities of the Host Party for investigatory proceedings and trial when required.

11. Any arrested member of the Visiting Forces of the Sending Party shall be presented to a public court for arraignment or first appearance as soon as possible after their arrest, and, in any event within 48 hours of their arrest.

12. The authorities of each Party shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

13. Where an accused has been tried, in accordance with the provisions of this Agreement, by the authorities of one Party and has been acquitted or has been convicted and is serving or has served a sentence, or has been pardoned, they may not be tried again for the same offence within the territory of the Host Party by the authorities of the Host Party.

14. Whenever a member of the Visiting Forces of the Sending Party is prosecuted under jurisdiction exercised by the authorities of the Host Party, he or she shall be entitled to:

- a. a prompt and speedy trial;
- b. to be informed, in advance of trial, of the specific charge or charges made against them;
- c. to be confronted with the witnesses against them;
- d. to have a clear process for contacting and, where possible, obtaining witnesses in his or her favour, if it is within the competence and within the jurisdiction of the authorities of the Host Party;
- e. to have legal representation of his or her own choice for his or her defence or to have free or assisted legal representation under the conditions prevailing for the time being in the Host Party and to be granted private and unfettered access to the legal representative;
- f. if necessary, to have the services of a competent interpreter;
- g. to communicate with a representative of the Sending Party and, when the rules of the court permit, to have such a representative present at his or her trial; and
- h. to have any sentence of the death penalty or corporal punishment commuted to a prison sentence or fine.

15. In cases where the Host Party's authorities have the right to exercise jurisdiction over members of the Sending Party's Visiting Forces, that jurisdiction shall be exercised within the ordinary criminal justice system applicable to civilians except where it is mandatory under national law for jurisdiction to be exercised by a military court.

16. Whenever a member of the Visiting Forces of the Sending Party is convicted and sentenced to imprisonment under jurisdiction exercised by the authorities of the Host Party, the Host Party shall give sympathetic consideration to any request from the Sending Party's authorities that the prison sentence is served in the Sending Party.

ARTICLE 8

Claims and Liabilities

1. Each Party waives any claim it may have against the other Party or any service personnel, servant or agent of the other Party for injury (including injury resulting in

death) suffered by its service personnel, servants or agents or for damage to or loss of property owned by it if such injury, death, damage or loss was caused by the acts or omissions of the other Party, the Visiting Forces or any such servant or agent of that other Party in the performance of the official duties in connection with this Agreement.

2. Any third-party claims shall be dealt with and settled by the Host Party. For the avoidance of doubt, and without prejudice to the principle of sovereign immunity, the Sending Party and its Visiting Forces shall not be liable for third party claims arising out of the performance of official duties in connection with this Agreement.

3. In the case of damage caused to or by the common property of the Parties, where the cost of making good such damage is not recoverable from a third party, such cost shall be borne by the Host Party.

4. The Parties shall co-operate in the procurement of evidence for the examination and disposal of claims.

ARTICLE 9

Health

1. The Sending Party shall be responsible for ensuring that Visiting Forces personnel are medically and dentally fit prior to deploying to the Host Party. Visiting Forces shall deploy with all the necessary amounts of prescribed medication to cover the period of deployment in order to ensure continued treatment throughout the period of deployment.

2. Each Party shall be responsible for its medical services and medical evacuations. However, in case of necessity or emergency, Visiting Forces of the Sending Party may receive medical and dental care within the Armed Forces health services of the Host Party, including hospitalization, under the same conditions as the corresponding staff member in the Host Party. Medical procedures performed on this occasion, as well as emergency evacuations shall be carried out free of charge.

3. All non-emergency medical services in civilian and military hospitals, as well as medical repatriation, remain the responsibility of the Sending Party.

4. The Host Party's authorities shall ensure, as far as possible, that Visiting Forces' MEDEVAC aircraft, including helicopters, shall be given the highest priority to transit to, within and from the necessary sites linked to the performance of official duties within the scope of this Agreement and given access to airspace of the Host Party to fulfil any emergency mission.

5. The Host Party shall notify the Commander of the Visiting Forces of any incident involving Visiting Forces personnel which results in a casualty and facilitate

access for Visiting Forces medical staff to examine the patient and/or speak to Host Party medical staff to ascertain the extent of injuries.

ARTICLE 10

Investigation Procedures for Accidents and Injuries

1. Subject to the provisions in Article 7 (Discipline and Jurisdiction), any investigation of an accident or incident involving Visiting Forces personnel shall be the responsibility of the relevant authorities of the Host Party, but the Visiting Forces' authorities may have an observer present at any military inquiry. The observer shall not have the freedom to cross-examine, or to participate in any other way, and shall not be present when the inquiry is deliberating on its findings and recommendations. The observer shall normally be no higher in corresponding rank than the President of the inquiry. The Visiting Forces' authorities may conduct such further investigations as may be required by their laws or regulations. The Visiting Forces shall bear all costs incurred by their participation in an inquiry.
2. The authorities of the Visiting Forces shall normally be provided with the relevant findings and recommendations of the accident report. Any requests for more specific information shall be considered sympathetically by the Host Party's authorities.

ARTICLE 11

Death

1. The death of a member of the Visiting Forces of the Sending Party in the territory of the Host Party shall be immediately reported to the Embassy of the Sending Party and the death shall be ascertained, in accordance with the legislation of the Host Party, by a competent physician who shall issue the death certificate. The Host Party shall communicate to the authorities of the Sending Party the certified copy of the death certificate as soon as possible.
2. If the judicial authority of the Host Party requires an autopsy of the deceased, or if the Sending Party so requests, the autopsy shall be performed by the physician designated by the judicial authority of the Host Party. The Host Party shall notify the Commander of the Visiting Forces in advance of the time and location of any planned autopsy in order to facilitate, if possible, the attendance at the autopsy of a doctor appointed by the Visiting Forces' authorities as an observer.
3. The competent authorities of the Host Party shall ensure that the body of the deceased is handed over, in compliance with all relevant laws and regulations of the Host Party, to the authorities of the Sending Party as soon as possible for the purpose of repatriation.

ARTICLE 12

Exchange of Information, Intelligence and Classified Materials

1. Pending the conclusion by the Parties of an agreement on the exchange of information, intelligence and classified material, which would apply, upon its entry into force, to the activities under this partnership, the following rules shall apply:
 - a. the Parties shall protect classified information, intelligence and material to which they may have access under this Agreement in accordance with their respective national regulations;
 - b. classified information, intelligence and material shall be transmitted only through official channels or through procedures agreed upon between the competent authorities of the Parties;
 - c. classified information, intelligence and material received by either Party under this partnership shall not be transferred, disseminated or disclosed in any manner whatsoever, to third parties or to persons or entities not authorized by the other Party without its prior consent.

ARTICLE 13

Communications

The Host Party's authorities shall assist the Sending Party with the arrangements for providing a range of telephone, fax, data, internet, email and radio facilities as detailed in relevant arrangements.

ARTICLE 14

Settlement of Disputes

Any dispute arising out of the interpretation or application of this Agreement shall be resolved through negotiations between the Parties through diplomatic channels and shall not be referred to any national or international tribunal or third party for settlement.

ARTICLE 15

Entry Into Force, Amendments, and Termination

1. This Agreement shall remain in force for an initial period of five (05) years, automatically renewable unless one of the Parties notifies the other of its intention to terminate it.

2. The Parties may, at any time and by mutual agreement, amend this Agreement in writing through an exchange of letters through diplomatic channels with such amendment effective from the date of exchange.

3. Either Party may terminate this Agreement by written notice. Such notification shall take effect six (06) months after receipt of the notification by the other Party.

4. The termination of this Agreement shall not affect any rights or obligations arising out of its performance prior to such termination including, in particular, Articles 5, 7, 8, 12 and 14 which shall continue to be applied in respect of any matters which are not resolved at the time of termination of this Agreement.

5. This Agreement shall enter into force on the date of receipt of the later written notification by which the Parties shall notify each other through diplomatic channels of the completion of their respective internal procedures required for the entry into force of this Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto, have signed this Agreement.

DONE at Dakar on this fourth day of December 2023, in duplicate the English and French languages, both texts being equally authentic.

**For the United Kingdom of
Great Britain and Northern
Ireland:**

For the Republic of Senegal:

JAMES HEAPPEY

EL-HADJI OUMAR YOUM

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978-1-5286-4775-5