

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF TÜRKİYE

AND

THE GOVERNMENT OF NATIONAL UNITY-STATE OF LIBYA ON COOPERATION IN THE FIELD OF HYDROCARBONS

The Government of the Republic of Türkiye and the Government of National Unity-State of Libya (hereinafter referred to individually as a "Party" and collectively as the "Parties").

Considering the deep and friendly relations between the two countries,

Noting the importance of intensifying and extending the economic and social cooperation between the Parties.

Desiring to strengthen this cooperation in the area of energy based on principles of equality, mutual respect and reciprocal benefits.

Being fully aware that such cooperation is likely to strengthen relations between the two countries and desiring to further develop existing relations in the field of hydrocarbons.

Bearing in mind that there are many potential investment opportunities in the field of hydrocarbons that either party and or parties may select, offer it as potential (venture investment) by both parties.

Bearing in mind that all project work programs are only nonbinding and non-committal proposals, therefore, have agreed on the following:

ARTICLE 1 OBJECTIVE

1. The objective of this MOU is to promote the development of bilateral scientific, technical, technological, legal, administrative, and commercial cooperation between the Parties in the field of hydrocarbons.
2. In order to meet the objective of this MOU, the Parties shall cooperate and on the base of selected and agreed on projects and or cases, in the field of hydrocarbons, on the following.
 - a. Exchange of information as needed and permitted by the applicable propriety practices and regulations and experience related to the development of their respective hydrocarbon sectors,
 - b. Exchange of experience and knowledge on legal and regulatory issues, as needed and permitted by the applicable propriety practices and regulations,
 - c. Exchange of experience and expertise in contractual and institutional processes, as needed and permitted by the applicable propriety practices and regulations,
 - d. Training of human resources,
 - e. Joint organisation of seminars, conferences, exhibitions, and other relevant meetings, and,
 - f. Exchange of information as needed and permitted by the applicable propriety practices and regulations and expertise, especially by reinforcing the partnership between public and private sectors of both countries.

ARTICLE 2 FORMS OF COOPERATION

1. The Parties shall cooperate on the following areas and as per the selected and agreed project and or investment scheme.
 - a. Projects related to the development and utilization of hydrocarbon resources,
 - b. Development of projects related to exploration, production, transportation, refining, distribution, and trade of hydrocarbons.
 - c. Production and trade of oil and gas, petrochemicals, and refined petroleum products, and
 - d. Sharing experience and organizing training activities on natural gas and oil market structure, including legislative studies.
2. The Parties confirm their shared interest in ensuring the exploration and development of and increasing the production of hydrocarbons in both countries.

The Parties agree to ensure the realisation of integrated projects in order to promote the exploration, development and production of onshore and offshore resources of both countries.

The Libyan Party ensures that the National Oil Corporation of the State of Libya (hereinafter referred to as "NOC") shall invite as per the applied procedures in Libya

Türkiye Petrolleri Anonim Ortaklığı (hereinafter referred to as "TPAO" including consortiums that TPAO is involved) to participate in onshore and offshore projects in the State of Libya.

3. The Libyan Party hereby ensures that NOC shall enter into necessary agreements/contracts with TPAO (including consortiums that TPAO is involved) as per the applied procedures in Libya in order to realize petroleum operations (including but not limited to exploration appraisal, development, production, separation and treatment, storage and transportation) in the existing and future onshore and offshore fields and areas that TPAO prefers to join in the State of Libya.
4. The Parties shall encourage TPAO and NOC to establish joint ventures/partnerships, promote service companies as per the applied procedures in Libya in the field of hydrocarbons to establish partnerships and support the utilization of the seismic research vessels and drillships available in turkey and utilized by TPAO (including consortiums that TPAO is involved) in order to explore, develop and produce existing and future onshore and offshore hydrocarbon resources of the State of Libya.
5. The Parties agree to cooperate in the development and operation of the existing and/or additional oil and gas pipeline systems of the State of Libya as needed as per the applied procedures in Libya. In this context, the Parties shall investigate the feasibility and viability based on either party goals and selections to support the realization of projects by Boru Hatları ile Petrol Taşıma Anonim Şirketi (BOTAS) and/or by the entities designated by the Parties through diplomatic channels.
6. The Parties agree to encourage cooperation between Turkish Petroleum International Company (TPIC) and/or by the entities designated by the Parties through diplomatic channels in the fields of trade of oil and gas, petrochemicals and petroleum products.

ARTICLE 3 INVESTMENT

1. The Parties agree to work jointly to promote investments in the field of hydrocarbons based on the selected and agreed projects by both parties as per their plans and priorities.
2. The Parties shall encourage their respective public and private companies to invest in the field of hydrocarbons.
3. The Parties shall support private and state-owned entities to establish joint ventures and or companies which would operate in the field of hydrocarbons.

ARTICLE 4 CONFIDENTIALITY

The outcome and results of cooperation carried out under this MOU shall be kept confidential by the Parties.

ARTICLES 5 DISPUTE SETTLEMENT

Any dispute between the Parties arising out of the interpretation, application or implementation of this MOU shall be settled amicably through consultation and/or negotiations between the Parties.

ARTICLE 6 AMENDMENTS

This MOU may be amended at any time by mutual written consent of the Parties. The amendments shall enter into force in accordance with the same legal procedure prescribed under paragraph 1 of Article 7 of this MOU.

ARTICLE 7 ENTRY INTO FORCE, DURATION AND TERMINATION

1. This MOU shall enter into force on the date of the receipt of the last written notification by which the Parties inform each other, through diplomatic channels, of the completion of their internal legal procedures required for its entry into force.
2. This MOU shall remain in force for a period of three (3) years and shall be renewed for the successive period(s) unless one of the Parties notifies the other party in writing through diplomatic channels of its intention to terminate this MOU at least three (3) months prior to the expiration of the applicable term.
3. This MoU may be terminated by either Party at any time by giving three (3) months prior written notice to the other party through the diplomatic channels of its intention to terminate this MOU.
4. The termination or expiration of this MOU shall not affect the activities and projects already in progress or executed.

Done on MONDAY. 3rd OCT 2022 in two original copies in Turkish, Arabic and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

On behalf of the Government of National Unity - State of Libya

Mohamed Oun
Minister of Oil and Gas

On behalf of the Government of the Republic of TÜRKİYE

Fatih DÖNMEZ
Minister of Energy and natural resources