



Legal, Policy, and Constitutional Analysis of the Türkiye–Somalia Hydrocarbon Agreement Violations, Sovereignty Risks, and Departure from International Best Practices

By Abdisaid M. Ali

**Chairperson of the Lomé Peace and Security Forum (LPSF), former Minister of
Foreign Affairs and International Cooperation, and former National Security Advisor
(NSA) of Somalia**

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This work is more than a legal critique. It is a warning and a call to action. The Türkiye–Somalia oil agreement poses an existential threat to Somalia's sovereignty, institutions, and future. It is a deal that was made in the dark and now must be brought into the light. We offer this analysis in the belief that national resources must be protected by national laws, not sold through secretive arrangements that bypass Parliament, silence regulators, and sideline the public.

Every Somali no matter their region, party, or position has a responsibility to resist and reject this fraudulent agreement. This is not about politics. It is about the future of our state, our people, and our right to decide what happens in our own land. Somalia belongs to its citizens not to foreign contractors, not to political elites, and not to anyone who believes the country's sovereignty is negotiable.

1. Executive Summary

In March 2024, The Federal Government of Somalia (FGS) signed a sweeping oil and gas deal with Türkiye, giving the Turkish state oil company, TPAO, exclusive rights to explore and develop petroleum across Somalia's land and waters. It was sold to the public as a major breakthrough, a partnership that would breathe life into Somalia's long-neglected resource sector and open the door to new opportunities. But as the full terms have slowly emerged, the agreement is facing serious backlash. What was supposed to be a path to economic revival now looks like a rushed, secretive deal that bends Somalia's national laws and surrenders too much control over its future. At the heart of the criticism are deeper concerns: about sovereignty, about who really benefits, and about whether Somalia's leaders have once again mortgaged the country's resources without securing the people's consent.

This legal and policy brief finds that, both in how it was made and what it contains, the Türkiye–Somalia agreement breaches key provisions of Somalia's national laws, especially the 2020 Petroleum Law and stands in direct contradiction to the principles and protections laid out in the Provisional Constitution adopted in 2012.

The deal was negotiated without competitive bidding, excluded Somalia's Petroleum Authority (SPA), and was signed without parliamentary approval or public transparency. The fiscal terms heavily favour Türkiye, granting it up to 90% of annual oil production during cost recovery, while exempting it from the standard financial obligations typically included in such agreements, such as signature bonuses, surface fees, and production bonuses.

Of further concern is the agreement's dispute resolution framework, which removes jurisdiction from Somalia's courts and mandates international arbitration in Istanbul under UNCITRAL rules. In addition, a "Change of Law" clause obliges Somalia to compensate Türkiye for any future laws that affect project profitability, effectively freezing Somalia's ability to legislate in its own national interest. The deal also allows Türkiye to conduct its own security operations in Somalia, with the cost recoverable through Somali oil revenues.

These terms not only sideline Somalia's institutions and undermine the federal constitutional framework but also deviate sharply from international best practices in hydrocarbon contract management. As such, the agreement presents both a legal crisis and a national security liability.

This brief recommends the immediate suspension of the agreement, a full parliamentary, SPA, and FGC review, engagement with federal member states, and substantial renegotiation of its terms to align with Somali law and international norms. If nothing is done, the Türkiye–Somalia oil agreement won't just weaken Somalia's legal foundations, it will hand its enemies an opportunity they could never create on their own. Al-Shabaab, and others like it, will seize on this deal as proof that Somalia's leaders are once again trading away the country's wealth behind closed doors. In their hands, it won't just be an oil contract, it will be a symbol of betrayal, another rallying cry to pull more young men into their fight, and a fresh excuse to undermine the very idea of a Somalia's state building process.

2. Overview of the Agreement's Provisions

In March 2024, Somalia and Türkiye signed a sweeping hydrocarbon agreement that goes far beyond typical exploration deals. The arrangement gives Türkiye's state oil company, TPAO, exclusive rights, not just to explore, but to pick and develop any petroleum blocks it wants, both onshore and offshore. There was no public bidding, no competitive licensing, and no serious debate about the long-term consequences. For a country still trying to rebuild its institutions and secure its future, the agreement raises hard questions about who will really benefit and at what cost. This exclusivity is extraordinary in its breadth and granted without public tender or competitive process.

The agreement authorizes TPAO to select any contract area it deems appropriate. Once a block is selected, Somalia is obligated to enter into a Production Sharing Agreement (PSA) with Türkiye on terms already framed by the accord. The FGS must provide all technical data related to the selected block, including seismic, geological, and mapping records, free of charge. This provision grants Türkiye both a first-mover advantage and control over resource mapping that would typically remain under the custody of a national petroleum regulator.

Under Article 4 of the agreement, Türkiye holds the exclusive right to perform seismic surveys, conduct drilling, and undertake all related petroleum operations. TPAO is not required to establish a Somali-based entity or operate through a local subsidiary, unless it voluntarily chooses to during production. The company is also free to subcontract any or all its operations and can assign its rights, obligations, and interests to third parties without prior approval from the Somalia's government. This clause effectively allows Türkiye to repackage Somali assets and resell them without national scrutiny, further eroding Somalia's control over its own resources.

The fiscal terms are particularly lopsided. TPAO is exempted from paying signature bonuses, development bonuses, surface fees, or any form of upfront financial commitment. The only guaranteed revenue for Somalia is a capped royalty of up to 5% of production, excluding any volumes reinjected or used for operational purposes. Meanwhile, TPAO is entitled to recover up to 90% of all crude oil and natural gas production annually as "Cost Petroleum," until all exploration and development expenditures have been recouped. Only the remaining 10% would be treated as profit petroleum subject to a revenue-sharing arrangement that is not specified in the agreement, but left to future PSA terms.

Further clauses grant Türkiye full rights to export its share of production and retain the revenue abroad. Somalia is neither entitled to audit nor track these transactions unless specifically allowed in subsequent contracts. This effectively removes Somalia from the revenue oversight process, undermining the principles of transparency and fiscal accountability enshrined in both national law and global resource governance standards.

Article 6 authorizes Türkiye to deploy its own security forces or personnel to protect petroleum operations, with all associated costs reimbursable from Somalia's oil revenue. This creates a parallel security architecture that operates independently of Somalia's security command structures raising serious questions about military sovereignty and accountability.

Finally, Article 10 and Article 12 mandate that all disputes arising from the agreement be resolved through international arbitration in Istanbul, under the UNCITRAL framework. Somalia's domestic legal system is excluded, and Turkish jurisdiction is effectively prioritized over Somali courts. This includes any contractual disagreements or challenges stemming from legislation passed by the Parliament of Somalia.

Taken together, these provisions not only depart from Somalia's domestic legal architecture but reflect an imbalance of power between the contracting parties. The agreement entrenches foreign control over national resources, excludes key Somali institutions, and severely limits the country's future ability to regulate its oil sector. It sets a dangerous precedent not only for how Somalia manages its extractive sector, but for the role of foreign powers in shaping the country's post-conflict recovery.

3. Violations of Somalia's Petroleum Law (2020)

When Somalia passed its Petroleum Law in 2020, it was trying to turn a page. For decades, deals around international concessions were made in the shadows, informal, unaccountable, and often entangled in political calculations. The new law was supposed to end that. It was meant to bring order, transparency, and a clear set of rules to one of the country's most sensitive sectors. It laid out how contracts should be awarded, who has the authority to review them, and how institutions like the SPA were meant to act as safeguards against abuse.

But it was not just about paperwork or legal formality. At its core, the law was a response to real-world risks: corruption, elite capture, foreign exploitation, and the marginalization of the relevant institutions. The law recognized that oil and gas, if mishandled, could deepen political rifts and destabilize the country. That is why it demanded competitive bidding, public oversight, and cooperation between the federal government, federal member states, and the other state agencies. No one actor was supposed to control the whole game.

The Türkiye agreement ignores all of that. It was not awarded through an open process. It bypassed the SPA entirely. There was no public tender, no parliamentary and FGC review, no meaningful consultation with the states. The law was not just skirted, it was sidelined. And with it, the entire vision for how Somalia was supposed to govern its most valuable resource.

The agreement signed with Türkiye, however, disregards several of the law's key provisions not just in technical terms, but in its overall spirit. What was intended as a legal guardrail has been effectively sidestepped.

3.1 No Competitive Bidding (Articles 7 and 26)

Under the Somalia Petroleum law, petroleum rights must be granted through an open and competitive process. Article 26 spells this out in detail: the government must publicly invite applications, evaluate bids transparently, and select partners based on clear criteria. That did not happen here. Instead, Türkiye was handed the rights directly, no tender, no competition, no scrutiny. This is not a small oversight; it cuts directly against the law's purpose, which is to prevent favoritism, protect public value, and ensure the best possible deal for the Somali people.

3.2 The Somali Petroleum Authority Was Shut Out

The SPA was set up to serve as an independent regulator, a buffer between political interests and national resources. It is supposed to review contracts, enforce technical and safety standards, and act as a watchdog on behalf of the Somali public. Yet in this case, SPA had no role. It was sidelined entirely. The Ministry of Petroleum negotiated the deal directly, leaving out the very institution that was created to keep these kinds of agreements fair and within the law. This is not just bad practice, it is a direct violation of how the system was designed to work.

3.3 Failure of Transparency and Public Disclosure (Articles 42–44)

Somalia's Petroleum Law does not leave much room for interpretation when it comes to transparency. It's clear: petroleum agreements must be made public. Citizens have the right to know how their country's resources are being managed, who gets what, and on what terms. Articles 42 through 44 were written for exactly this reason, to end the era of backroom deals and rebuild public trust through openness. But in the case of the Türkiye agreement, that promise was broken. The deal was kept out of public view for more than a year. There was no official disclosure, no press release, no explanation. It was only after Turkish media published the agreement, months after it had been signed, that Somali lawmakers, journalists, and citizens began to understand what had actually been agreed to on their behalf.

That silence was not just a communications failure. It was a deliberate decision to keep the public in the dark, one that runs directly against both the letter and the spirit of the law.

3.4 Deviation from Fiscal Norms and Model PSA Standards:

Somalia's Petroleum Law anticipates the use of a model Production Sharing Agreement (PSA) as a baseline for all petroleum contracts. These models typically include standard fiscal terms such as signature bonuses, surface rental fees, and development milestones. The Türkiye agreement includes none of these, exempting TPAO from virtually all conventional fiscal obligations. Additionally, the 90% cost recovery ceiling in Article 4.7 of the agreement is extraordinarily high, far exceeding the industry standard of 50–70%. This dramatically reduces Somalia's share of early production and is inconsistent with the fiscal integrity envisioned by Somali law.

3.5 Failure to Involve Relevant Government Institutions in Revenue Sharing and Licensing:

The Petroleum Law was passed at the FGS level, and it was never meant to be implemented in isolation. The law can be implemented on coordination with Somalia's Federal Member States, especially when it comes to who gets what, and how decisions about exploration and licensing are made. It builds on the 2018 Resource Sharing Agreement, which lays out how oil revenues should be divided between the FGS and the states. That agreement was not just symbolic, it was a hard-won step toward keeping the country together.

But in this case, that entire framework was ignored. The Türkiye deal was negotiated behind closed doors, signed without any formal input from the states, and announced as a fait accompli. No consultations.

No joint planning. No recognition of the federal compact that's supposed to guide how resources are managed in Somalia. That's not just a missed step, it is a breakdown in the very structure meant to hold the country together.

3.6 Lack of Environmental and Social Safeguards

The Petroleum Law does not just deal with licensing and contracts; it also reflects broader principles. It recognizes that oil and gas extraction have real-world consequences, especially for communities and the environment. While not every detail is spelled out, the law clearly expects safeguards: environmental impact assessments, protections for workers, and some assurance that local people will not be pushed aside when resources are developed.

Yet in the Türkiye agreement, none of that is visible. There is no record of an environmental impact assessment being done before the deal was signed. No provisions for how affected communities will be protected. Nothing on labour standards, nothing on environmental risks. For a country still recovering from decades of state collapse, that kind of omission is not just negligent, it's reckless.

At its core, this agreement does not just violate the Petroleum Law on paper. It cuts right through the architecture Somalia has tried to build, one that was meant to guide the country away from secretive deals and toward a more transparent, inclusive system. These are not minor technical missteps. They represent a deeper breakdown, one where institutions are ignored, laws are sidestepped, and the public is left out of decisions that will shape Somalia's future for generations.

4. Conflict with Somalia's Provisional Constitution (2012)

Somalia's Provisional Constitution, adopted in 2012, was not just a legal reset, it was a roadmap for rebuilding a broken country. After decades of war, fragmentation, and foreign interference, the Constitution laid out a vision for how power would be shared, how institutions would be rebuilt, and how the country's resources, especially its most valuable ones, would be managed fairly. It was designed to protect the balance between the centre and the regions, to put checks on executive power, and above all, to ensure that the Somali people, not just a few actors in Mogadishu, would have a say in decisions that shape their future.

The Türkiye agreement, as it stands, breaks with that vision. It ignores the federal compact, concentrates decision-making in the hands of a few, and sidelines the very institutions the Constitution was meant to empower. That's not just a legal issue, it is a political one, and one with long-term consequences for trust, legitimacy, and national unity.

The hydrocarbon agreement signed with Türkiye cuts across those principles. From how it was negotiated to what it grants, the deal stands in direct conflict with key parts of the Constitution. It sidelines Parliament, no FGC review, ignores Federal Member States, and signs away sovereign rights without public debate or institutional checks. For a country still trying to rebuild trust in its legal and political system, that's more than a technical breach, it is a deep constitutional failure.

4.1 Violation of Article 44: Resource Ownership and Federal Cooperation

Article 44 of Somalia's Provisional Constitution could not be clearer: when it comes to natural resources, decisions must be made together, between the FGS and the Federal Member States (FMS). It's not just legal language. It is a recognition that Somalia's oil, gas, and minerals belong to all its people, and that managing them fairly requires consensus, not central control.

But that's not what happened with the Türkiye deal. The agreement was negotiated and signed solely by the Federal Government. There's no record of formal consultation with the states. No joint planning. No shared decision-making. In doing so, the government bypassed a constitutional obligation, and with it, the federal spirit that's meant to hold the country together. This is serious political negligence. It is a fundamental breach of the framework Somalia agreed to follow. And it calls the legitimacy of the agreement into serious question.

4.2 Violation of Article 54: Distribution of Powers and Resources

Article 54 further reinforces the principle of negotiated authority, stating that the allocation of natural resource powers between the FGS and FMS must be based on agreement, pending finalization by the Upper House. In the absence of such agreement and given the highly centralized approach taken by the Federal Ministry of Petroleum, the Türkiye agreement constitutes an overreach of federal executive authority. It imposes terms and obligations on Somalia's hydrocarbon wealth without legal consensus on revenue-sharing, block licensing, or the role of state-level governance bodies.

4.3 Breach of Article 53: Consultation on International Agreements

Article 53(1) requires the FGS to consult FMS on "important issues related to international agreements, including negotiations relating to foreign aid, trade, treaties, or other major national issues." The Türkiye agreement, a major international treaty with long-term strategic implications, clearly falls within this category. Yet there is no evidence that any FMS were invited to participate in a consultation or review process. This not only breaches the letter of the law but also marginalizes the states in matters that directly affect their territories and future revenues.

4.4 Undermining Article 90: Legislative Oversight and Treaty Ratification

According to Article 90, international treaties signed by the President must be proposed by the Council of Ministers and approved by the House of the People of the Federal Parliament. At the time the Türkiye agreement was signed and publicized, there was no record of parliamentary debate, review, or ratification. The agreement's text only became available through external leaks and Turkish parliamentary records. This lack of legislative involvement contravenes the Constitution's separation of powers and undermines the legitimacy of the agreement itself. No international commitment binding the Somali state should bypass Parliament, particularly not one that affects national resources and sovereignty.

4.5 Breach of Core Constitutional Values: Transparency, Accountability, and Rule of Law

Even beyond the specific articles the Türkiye deal violates, it runs against the broader values that the Constitution was meant to uphold. From the very first pages, the Constitution lays out a vision of how Somalia should be governed, through transparency, accountability, and respect for the rule of law. These are not just ideals on paper. They're the foundations of a government that serves its people, not one that cuts deals behind closed doors.

Articles 1, 3, 50, and 111 (f) all echo the same message: power must be exercised openly, and decisions, especially ones involving public resources, must be subject to scrutiny. By keeping this agreement hidden, excluding Parliament and state governments, and bypassing institutions set up to provide oversight, the FGS did not just ignore technical procedures. It ignored the spirit of the Constitution itself.

4.6 Contradiction with the Federal Structure and National Unity

Somalia's post-conflict recovery and constitutional order rest on delicate federal balances. Agreements that alter national resource access without inclusive dialogue risk deepening mistrust between the centre and periphery. The Türkiye agreement has already exacerbated political tensions, with at least one FMS, Puntland, declaring a suspension of cooperation with the FGS partly in response to such exclusionary practices. This reinforces the constitutional danger of centralized, opaque decision-making in a fragile federation.

Fundamentally, the Türkiye–Somalia agreement is not just a technical deviation from constitutional procedure, it is a political rupture that undermines Somalia's federal foundations. By excluding FMS, bypassing Parliament, and overriding institutional checks, the agreement threatens to destabilize the very constitutional compact that holds the Somali state together.

5. Procedural Irregularities and Lack of Due Process

With any international agreement, especially one involving natural resources, the process matters just as much as the outcome. It is not enough for a deal to look promising on paper. Legitimacy comes from how it is made: who was involved, whether the right institutions were consulted, and whether it followed the laws that govern public decision-making. In the case of the Türkiye–Somalia hydrocarbon agreement, the process collapsed. From start to finish, the deal was shaped by shortcuts, secrecy, and institutional bypassing, undermining both its credibility and its legal standing.

5.1 Parliament Was Shut Out

According to the Constitution, it's Parliament, specifically the House of the People, that is responsible for reviewing and approving international agreements. That's not a suggestion. It is a basic check on executive power. But in this case, the agreement with Türkiye never made it to the floor. There was no debate, no vote, and no record of any parliamentary committee being brought into the loop. The deal was negotiated, signed, and set into motion without so much as a formal briefing to the very body that's meant to speak for the Somali people.

That's not just a procedural slip; it is a constitutional breach. It turns what should have been a public decision into a private one, made behind closed doors and without the legitimacy that only Parliament can provide.

The Turkish Parliament, by contrast, did review and deliberate on the same agreement, illustrating a stark asymmetry in democratic oversight.

5.2 Bypassing of the Financial Governance Committee (FGC)

The Financial Governance Committee (FGC) was not created for appearances. The FGC was never meant to be symbolic; it was created to serve as a guardrail. Somalia's FGC was not created for show. It came out of necessity, an attempt to rebuild some kind of trust in how big-money decisions are made. People had seen too many contracts disappear into private hands; too many deals signed with no explanation. The FGC was supposed to be different. It brought everyone to the table: officials from the Ministry of Finance, Parliament, the Central Bank, the Solicitor General, plus international partners like the World Bank, the African Development Bank, even the IMF. The idea was that before any major contract, especially one worth millions, got the green light, it would be reviewed by this group. It was not perfect, but it was one of the few mechanisms we had to stop things from going off the rails. Together, they were meant to create a space where major contracts could be properly vetted before they were signed. Its job is simple but vital: to review major contracts, especially those worth millions, and make sure they are transparent, sound, and in the national interest before they move forward.

Yet when it came to the Türkiye agreement, a contract that easily meets the FGC's threshold for review, this body was left completely out of the picture. There was no formal submission, no review process, no input from the very people tasked with protecting Somalia from exactly this kind of opaque arrangement.

Cutting out the FGC was not just a missed step. It was a clear sign that the deal was being moved through political channels, not institutional ones. And it begs a serious question: if the agreement could not withstand the scrutiny of Somalia's own financial oversight mechanisms, why was it pushed through so quickly and so quietly?

5.3 Absence of Federal Member State Consultation

The agreement affects all of Somalia's petroleum resources, both onshore and offshore. In a federal system, such decisions cannot be made unilaterally. The FMS, which have direct stakes in territorial hydrocarbons and revenue sharing, were not consulted or included in negotiations. There were no state representatives present during talks, no consultative frameworks activated, and no memoranda of understanding to outline shared governance or benefit distribution. This procedural failure violates not only constitutional provisions but also the 2018 Resource Sharing Agreement, which envisions cooperative federal management of extractives.

5.4 Lack of Public Disclosure and Transparency

Transparency is the cornerstone of responsible resource governance. Despite legal obligations under the Petroleum Law and Somalia's broader transparency commitments (including under the Extractive Industries Transparency Initiative, or EITI), the Türkiye–Somalia agreement was kept secret for over a year. Neither the Somali public nor its institutions had access to the contract. Only after it was published in Turkish media and submitted to the Turkish Parliament in April 2025 did Somali observers and lawmakers become aware of its full contents. The Ministry of Petroleum initially described the deal as a general framework agreement, obscuring the fact that detailed fiscal and legal terms had already been signed. This level of secrecy erodes public trust and suggests deliberate avoidance of accountability.

5.5 Lack of Institutional Review and Legal Clearance

Big international deals, especially ones involving national resources are not supposed to be rushed through. Normally, they go through several layers of legal and institutional review. That means the Attorney General looks at the terms and weighs in on whether they align with the Constitution. The relevant ministries dig into the details. And the independent regulators, the ones created to serve the public interest, get a seat at the table. The Türkiye–Somalia agreement, there’s no public record showing that the Attorney General reviewed the deal or issued any legal opinion about its constitutionality.

5.6 Circumvention of the Somali Petroleum Authority (SPA)

There’s no sign that the SPA, the body that was set up by law to regulate oil contracts, was ever formally brought into the process. Other than individuals who travelled with the minister. The SPA was not involved during negotiation. Not during signing. Not after.

And that brings us to something bigger than just skipped steps. These are not small omissions, they’re foundational. The SPA is not optional. It was created under the 2020 law to review contracts, check compliance, and make sure the Somali people are not cut out of their own resources. If you leave the SPA out of the process, you’re not just ignoring protocol, you’re undermining the very system that’s supposed to guard against exploitation. It also opens the door to conflicts of interest, as political actors assume roles that should be independently executed.

5.7 Misrepresentation and Evasion in Public Statements

Throughout 2024, Somali officials presented the agreement as a preliminary framework, downplaying its legal and fiscal implications. Statements suggested that production-sharing terms, cost recovery caps, and revenue distribution mechanisms were yet to be finalized, when, in fact, they were already embedded in the signed document. This pattern of public misrepresentation undermines democratic accountability and prevents informed public discourse. Citizens, civil society actors, and even some lawmakers were misled about the scope and status of the deal, denying them the opportunity to respond or engage constructively.

5.8 Absence of Environmental and Social Due Diligence

Petroleum agreements of this scale typically include, or are preceded by, environmental and social impact assessments (ESIAs). There is no indication that such assessments were conducted, or that environmental authorities were engaged. No baseline studies, community consultations, or risk mitigation strategies were published or discussed. This lack of due diligence exposes Somalia to long-term environmental and social liabilities and is a significant procedural failure, especially in a post-conflict context where trust in state institutions is already fragile.

In total, these procedural failures indicate a systemic bypassing of law, institutions, and public interest safeguards. The Türkiye–Somalia agreement was not only crafted in legal grey zones, but it was also designed to avoid the very processes that ensure national sovereignty, public benefit, and legitimacy. For these reasons, even if the terms were commercially favourable (which they are not), the agreement would still be deeply flawed by virtue of how it came into being.

6. Sovereignty and Control

The Türkiye–Somalia hydrocarbon deal is not just a legal issue. This goes beyond contracts and clauses; it cuts into Somalia’s ability to act like a sovereign country. Sovereignty is not some abstract legal term. It is the right to make decisions at home, on your own terms. To manage your own resources. To write laws that serve your people and to change them when they do not. It is the foundation of self-rule.

But this deal gives too much away. It hands control over key oil blocks to a foreign government. It lets legal disputes be settled outside Somalia, beyond the reach of Somali courts. And worse, it includes language that could punish the Somali state for changing its own laws in the future, laws about labour, taxes, the environment, anything that might affect the investor’s bottom line.

That’s not just a bad deal. That is the kind of arrangement that chips away at the idea that Somalia belongs to its people. It puts a foreign government in a position to call the shots on Somali territory, using Somali resources, with Somali institutions on the sidelines.

In real terms, that’s not partnership. It’s power imbalance. And for a country that’s spent decades trying to regain control of its future, it sends the wrong message, that sovereignty is negotiable when the stakes are high enough.

6.1 Transfer of Legal Jurisdiction to a Foreign Country

Perhaps the most consequential provision in the agreement is the dispute resolution clause, which requires that any disagreements between Somalia and Türkiye or between Somalia and Turkish contractors, be settled through binding arbitration in Istanbul under UNCITRAL rules. Somali courts and legal institutions are entirely excluded from this process. In practice, this means that Somali law is not the ultimate authority over a contract involving Somali resources. Instead, arbitration tribunals seated in a foreign capital, potentially influenced by that host country’s political climate and legal culture, will decide disputes that affect Somalia’s economic future. This is not a standard feature of bilateral cooperation, it is a profound surrender of judicial sovereignty.

6.2 Change of Law Clause Undermining Legislative Authority

The agreement contains a “Change of Law” provision that protects Türkiye’s economic interests from future changes in Somali law. If any new legislation, whether environmental, labour-related, tax-based, or regulatory, causes additional cost to Türkiye or its contractors, Somalia is obligated to either compensate the company for its losses or modify its enforcement to neutralize the impact. This clause effectively freezes Somalia’s ability to legislate in its own interest. It transforms parliamentary acts into potential liabilities and deters legal reform, even when driven by national needs. Such provisions are rarely accepted in mature democracies and are especially dangerous in post-conflict states where lawmaking is central to recovery and reform.

6.3 Foreign Security Autonomy on Somali Soil

Article 6 of the agreement allows Türkiye to carry out “supplementary security operations” to protect its petroleum activities. These operations may involve Turkish security personnel, private contractors, or military elements operating with considerable autonomy. The agreement further allows all associated costs to be reimbursed through Somali oil revenues. In effect, Somalia is agreeing to fund foreign security activities that it may not fully control or monitor. This introduces a parallel security architecture within Somalia, one that does not answer to Somali command and may operate in zones where federal, or state security forces already face coordination challenges. The risk of incidents, jurisdictional conflict, or operational overlap is high, particularly in a country still struggling to unify its security sector.

6.4 Loss of Financial and Revenue Control

The agreement enables Türkiye to export its share of petroleum and retain all revenues abroad. Somalia has no guaranteed access to audit sales, verify figures, or track the revenue streams unless specifically allowed in future PSAs. This relinquishes financial oversight, a crucial dimension of sovereignty. In a resource-rich country, fiscal sovereignty means the ability to track, tax, and redistribute income from national assets. By allowing external entities to self-report and self-manage revenues, Somalia forfeits a core economic governance function. Furthermore, cost recovery mechanisms are not clearly capped in absolute terms, meaning Turkish contractors could inflate expenses with little recourse for Somali authorities.

6.5 Strategic Control Over National Assets Without Oversight

The agreement grants Türkiye the right to select contract areas, develop those blocks, subcontract operations, and even assign its contractual rights to other third parties without Somali approval. In essence, Türkiye can operate as a sovereign within a sovereign exercising total discretion over some of Somalia’s most strategic assets without meaningful government regulation. This is not a technical flaw; it is a structural redefinition of control. Somalia, a nation still emerging from civil conflict and international trusteeship, risks reverting to an externally managed extractive model that contradicts the principles of self-determination.

6.6 Marginalization of Domestic Institutions

By excluding Somali courts, regulatory agencies, and legislative bodies from the management of this agreement, the deal implicitly devalues Somali institutions. It suggests that foreign arbiters are more trustworthy than Somali judges, that foreign companies should set fiscal terms, and that ministries can act unilaterally without regard to national processes. This erosion of institutional confidence is a long-term sovereignty risk. It weakens the state’s capacity to govern and encourages future bypassing of legal structures for expedient political deals.

Together, these provisions amount to more than just unfavourable contract terms, they constitute a structured erosion of Somalia’s sovereignty. They reduce the state’s ability to legislate freely, adjudicate independently, manage its territory securely, and derive full benefit from its resources. In doing so, they set a dangerous precedent for future foreign engagements, signalling that Somalia is open to agreements that place strategic control in foreign hands without legal or institutional guardrails.

7. International Best Practices and What Somalia Should Have Looked At

Somalia does not exist in a vacuum. Other countries have walked this path, some have turned their oil wealth into national development, but many more have been torn apart by it. That is why, over the past two decades, international institutions have tried to distil the lessons. They have developed frameworks, not to tick boxes, but because they have seen what happens when the deals are secretive, rushed, or done behind closed doors.

There are reference points out there and are globally accepted authorities including the Extractive Industries Transparency Initiative (EITI), the Natural Resource Governance Institute (NRGI), the African Union's African Mining Vision and the World Bank's Resource Governance Framework. They don't offer magic solutions, but they do agree on a few basics: oil contracts should be published, licensing should be competitive, oversight should be real, and local communities should know what's happening and why.

The Türkiye deal with Somalia went against all of that. It was not open. It was not reviewed. It was not even made public until outsiders leaked it. And in bypassing those standards, it ignored the very tools that were created to prevent exactly this kind of outcome, where the state gives away too much, too fast, and the people are left in the dark.

7.1 Competitive Licensing and Open Tendering

If there's one thing most experts agree on, it is this: when it comes to oil and gas, the way you award contracts matters. The gold standard, what's considered best practice, is to hold open, competitive licensing rounds. Let the companies compete. Let the public see what's on the table. That's how countries get the best deal for their resources.

But when contracts are handed out quietly, through backchannels or political favours, it's a different story. That's when things start to go wrong, when the process favours insiders, not the national interest. Competitive bidding is not just about fairness, it is how you keep corruption in check and make sure the country actually benefits from what's in the ground. Somalia's Petroleum Law aligns with this standard by requiring public tenders. However, the Türkiye agreement bypasses this entirely by granting Türkiye exclusive, pre-negotiated access to Somali blocks, without public advertisement, pre-qualification, or competition. This violates both Somali law and global expectations for transparent resource governance.

7.2 Institutional Oversight and Independent Regulation

In most countries that have tried to manage their oil sectors responsibly, one lesson stands out: you need strong, independent regulators. Not just on paper, but with real authority to review contracts, enforce the rules, and keep politics from taking over the process. In countries such as Ghana, Tanzania, and Uganda, national petroleum authorities play that role. They are the ones who make sure deals are technically sound, legally clean, and serve the public interest. Without that kind of oversight, it's too easy for oil deals to go off track, quietly, and without anyone answering for it. Somalia's SPA was designed to fulfil a similar role. Its exclusion from this agreement not only breaks domestic law but also disregards international norms that promote technocratic independence in the management of extractive sectors.

7.3 Transparent Fiscal Terms and Cost Recovery Caps

Global best practices advocate for clear, publicly disclosed fiscal terms, including royalties, bonuses, profit shares, and cost recovery ceilings. Excessive cost recovery, as seen in some pre-reform oil economies, has led to states receiving little to no early revenue. The Türkiye–Somalia agreement allows Türkiye to recover up to 90% of production each year as cost petroleum, one of the highest caps ever recorded in modern PSA regimes. By comparison, cost recovery caps in East African countries like Uganda, Kenya, and Tanzania typically range between 50–65%. Moreover, the agreement waives all standard bonuses, rent, and administrative fees, depriving Somalia of guaranteed early revenue and direct investment. These terms are heavily skewed toward the contractor, violating principles of fiscal equity.

7.4 Public Disclosure of Contracts

Transparency is now a global norm. Countries that participate in EITI (which Somalia has expressed commitment to) are required to publish all petroleum contracts signed after 2011. The rationale is simple: public resources must be managed in public view. The Türkiye agreement was signed in secret, withheld from Parliament and the public, and only surfaced after being disclosed in Turkish media over a year later. Such secrecy undermines democratic legitimacy and exposes the deal to allegations of impropriety, whether or not any occurred. It also deprives civil society, journalists, and citizens of their legal right to scrutinize how public wealth is being managed.

7.5 Limited and Targeted Stabilization Clauses

Stabilization clauses that prevent countries from passing new laws or regulations are widely discouraged by international legal experts and multilateral institutions. At most, fiscal stabilization may be accepted for limited periods to provide investor assurance. However, these clauses must be specific, time-bound, and clearly defined. The Türkiye agreement’s “Change of Law” clause is excessively broad, potentially penalizing Somalia for virtually any legislation that impacts profitability. It covers not only taxes, but labour laws, environmental protections, and judicial rulings. Somalia is effectively signing away its sovereign right to legislate and regulate. This is in stark contradiction to evolving norms in global contract practice, where stabilization provisions are increasingly viewed as relics of a bygone era, dangerous in democratic and developmental contexts.

7.6 Dispute Resolution Favoring Host Country Sovereignty

Best practice increasingly supports either neutral international arbitration or, where possible, local jurisdiction over disputes involving public assets. For example, Tanzania recently amended its laws to prohibit the resolution of natural resource disputes in foreign jurisdictions, mandating that such matters be resolved within Tanzanian courts or national arbitration panels.

Somalia, by contrast, has accepted dispute resolution in Istanbul under UNCITRAL rules, without reciprocity or neutrality. This clause denies Somalia the protection of its own legal system, strips Somali judges of jurisdiction, and removes legal accountability from Somali soil.

7.7 Local Content and Community Benefits

Modern PSAs often include provisions for local employment, training, procurement, and community development. These measures ensure that citizens benefit not only from government revenue but also from participation in the sector. The Türkiye agreement includes no such obligations. There's nothing in the Türkiye agreement about hiring Somali workers. No plan for training.

No commitments to invest in local communities or create jobs in the regions where the oil is found. That silence is not a small thing. In a country where youth unemployment is sky-high and many regions already feel cut off from opportunity, this kind of omission only makes things worse. It risks turning oil into yet another story of extraction without inclusion, where foreign engineers and outside contractors take the lion's share, while ordinary Somalis are left watching from the sidelines.

7.8 Environmental and Social Impact Protections

Most serious resource agreements today come with built-in protections, environmental impact assessments, local consultations, contingency plans in case something goes wrong. These are not optional extras. They're now standard in international frameworks, including the African Union's African Mining Vision and the World Bank's environmental standards. They exist because oil can destroy as much as it can create, especially offshore, where fragile ecosystems and poor oversight make clean-up difficult, if not impossible.

But the Türkiye–Somalia deal says nothing about any of this. No reference to environmental risks. No social protections. No plan for what happens if something goes wrong. That's not just a gap; it is a dangerous blind spot.

Taken as a whole, this agreement does not just miss the mark. It ignores the basic standards of good resource governance: transparency, equity, public oversight, and environmental responsibility. And for a country still trying to rebuild from conflict, the cost of getting this wrong is too high to ignore.

8. Exploitation by Al-Shabaab and Security Implications

The Türkiye–Somalia hydrocarbon agreement might look like a legal and economic document on the surface, but in Somalia's context, it is far more than that. In a country where legitimacy is fragile and institutions are contested, a deal like this carries serious political and security weight. When signed behind closed doors, with no public explanation, no parliamentary approval, and no role for the relevant institutions and the regions most affected, it creates a vacuum. And that vacuum will be filled, not by silence, but by actors who know exactly how to weaponize it.

8.1 A New Chapter in Al-Shabaab's Occupation Narrative

For years, Al-Shabaab has framed itself as fighting not just the Somali government, but foreign occupation and the corrupt elite enabling it. This deal hands them fresh material on a silver platter. They will say the government did not just fail to consult the people; it sold the country's oil to outsiders without a fight.

They will point to the absence of open bidding, the lack of parliamentary review, and the exclusive control given to Türkiye as proof that Somalia's rulers serve foreign interests, not the Somali people.

In parts of the country where state presence is weak, and trust in the government already hangs by a thread, this narrative will stick. Al-Shabaab's messaging, whether through sermons, WhatsApp groups, or community elders, will frame the agreement as a betrayal of Islam, national dignity, and the basic right of Somalis to own what's theirs. It's not hard to see how they will spin it: first it was the land, now it is the oil.

8.2 Feeding the Fire: Disillusioned Youth and the Promise of Revenge

Somalia's youth are angry and rightly so. They have grown up in a country where opportunity is rare and injustice feels normal. In many areas, over 70% of young people are unemployed. They watch foreign companies fly in, strike deals, and fly out, while they are left behind again.

The Türkiye deal says nothing about jobs for Somalis. Nothing about training. Nothing about reinvesting profits back into the regions most affected. For young people who already feel excluded, this agreement will feel like confirmation that the system is not built for them. And that's exactly what groups like Al-Shabaab rely on. They do not just recruit with ideology, they recruit with humiliation, exclusion, and anger. This deal gives them all three.

8.3 Parallel Security Structures and Legitimacy Crisis

Article 6 of the agreement allows Türkiye to conduct supplementary security operations inside Somalia, reimbursed through oil revenues. This creates a parallel security force operating outside Somali command structures. In areas where state authority is already contested, the perception that Somali resources are being protected by foreign troops, with costs charged to the Somali people, could provoke resentment and backlash.

Al-Shabaab will exploit this to assert its legitimacy as the "true defender" of Somali land. Any incident involving Turkish security personnel, whether an abuse, a clash with locals, or a high-profile strike, could be used to validate Al-Shabaab's warnings about foreign militarization and government impotence. This increases the risk of direct attacks on Turkish personnel, oil infrastructure, or foreign interests perceived to be linked to the agreement.

8.4 Undermining National Unity and Federalism

The exclusion of FMS from the agreement's negotiation process has already provoked political backlash. Puntland's suspension of cooperation with the FGS in 2024 was partly motivated by the centralization of oil policy and failure to honour constitutional mandates. This growing political divide only makes things easier for Al-Shabaab.

The group does not need to do much when the state is already doing its own damage. It thrives where the government is fragmented, when federalism breaks down, and when people feel ignored or pushed aside. In places where the government is seen as distant or worse, as a tool of foreign interests, Al-Shabaab steps in with its own version of justice and order.

And when the central government signs a massive oil deal without consulting Parliament or the regions, it only strengthens the group's message: "See? This is not your government. This is a government for foreign interests."

The more the FGS bypasses its own laws and ignores its own people, the more ground it cedes not just politically, but ideologically.

8.5 Strategic Targets and Operational Risk

Al-Shabaab has never hesitated to attack what it sees as foreign-backed ventures or symbols of international presence. They have hit embassies, hotels, and convoys. They have gone after UN compounds and private contractors. If this Türkiye deal moves forward and leads to actual exploration, especially in contested regions or near populated areas, it's almost certain the group will respond. Drilling sites. Logistics hubs. Even Turkish engineers or local officials connected to the project could be seen as targets.

And when that happens, the cost won't just be security-related, it will be political. It will feed the perception that Somalia is not in control of its own land or decisions. That oil does not bring peace, it brings conflict.

Their other attacks may include:

- IED or suicide attacks on convoys and field bases.
- Kidnappings or assassinations of Turkish nationals or subcontractors.
- Sabotage of drilling equipment or pipelines.
- Targeted propaganda campaigns following such attacks to amplify their impact.

Such incidents would not only pose immediate security risks but could also destabilize investor confidence in Somalia's nascent energy sector. More importantly, they could push the country back into a cycle of militarized extraction and foreign counterinsurgency, undermining long-term peace-building and governance efforts.

8.6 Erosion of Public Trust and Democratic Legitimacy

Lastly, the secrecy surrounding the agreement and the lack of public debate fuels a broader legitimacy crisis. If citizens come to believe that major national decisions are made behind closed doors, without oversight, and for the benefit of foreign actors, the state's social contract will fray. Al-Shabaab knows how to exploit a vacuum and it will not think twice about stepping in with its own version of justice and order, no matter how brutal or repressive that is in reality. When the state is silent, slow, or secretive, the group offers an alternative one built on fear, but also on the promise that someone is in charge.

That is why the government can't afford to drag its feet. It needs to act openly and decisively to restore trust, bring transparency back into the process, and return to the constitutional principles it was built on. Anything less leaves space for others to fill the gap. And Somalia has already paid too high a price for that kind of silence. Any oil deal that becomes a recruitment tool for insurgents is a threat not just to the economy, but to the state itself.

9. Legal and Policy Recommendations

When the FGS signed the oil deal with Türkiye in March 2024, it came with bold promises. Leaders called it a turning point stating that it would attract investment, create jobs, and finally put the country's natural resources to work for the people. But once the details started to surface, the story changed. What was sold as a breakthrough began to look more like a backroom arrangement that left out critical voices and gave away too much, too fast. The excitement quickly gave way to concern.

What looked like a win at first glance turned out to be a deal packed with risks; legal, political, and strategic. And instead of strengthening Somalia's hand, it raised serious questions about who really stands to benefit, and at what cost. It was negotiated behind closed doors, handed extraordinary control to a foreign government, sidelined Somali institutions, and included terms that could tie the country's hands for years to come.

This brief has laid out how the agreement breaks with Somalia's own laws starting with the 2020 Petroleum Law and violates key parts of the Provisional Constitution, especially the sections on federalism, transparency, and shared resource governance. It cuts Parliament out of the picture, ignores the PSA, and dodges the FGC. At the same time, it locks Somalia into a long-term arrangement that affects everything from how revenues are shared to where legal disputes are settled even limiting what future governments can do with their own laws.

What has been signed is not just a flawed contract. It is a wake-up call. If left unchallenged, it sets a precedent where major national decisions can be made in secret, without oversight, without public debate, and without constitutional checks. That's not how a country protects its sovereignty. That's how it gives it away.

If implemented in its current form, the agreement risks:

- Locking Somalia into a one-sided economic relationship with minimal guaranteed public benefit;
- Eroding the legal authority of Somali courts, Parliament, and regulatory agencies;
- Undermining federal cohesion and triggering institutional backlash from Federal Member States;
- Providing ideological fuel for insurgent actors like Al-Shabaab; and
- Damaging Somalia's credibility with future investors, donors, and international legal forums.

Given the scale and severity of these risks, this brief recommends the following course of action:

9.1 Immediate Suspension of the Agreement

The government should declare an immediate moratorium on all activities stemming from the agreement, including block allocation, seismic surveys, PSA signings, and deployment of foreign security forces. This pause will allow time for a full legal, constitutional, and policy review to be undertaken before irreversible commitments are made.

9.2 Parliamentary Review and Public Disclosure

The agreement must be submitted in full to the House of the People for formal debate, oversight, and if deemed constitutionally compliant ratification. This process should include expert testimony, civil society input, and public hearings. Any contract that cannot withstand scrutiny in Parliament should not govern Somalia's most strategic resources.

9.3 Formal Consultation with Federal Member States

The FGS must immediately convene a national consultation forum that includes representatives from all Federal Member States. Resource management cannot be centralized in a federal system. Revenue sharing, local participation, and block licensing must reflect negotiated consensus, not unilateralism. A new intergovernmental framework should be established before any further resource contracts are signed.

9.4 Comprehensive Legal Audit by the Somali Petroleum Authority and Attorney General

A legal and technical review of the agreement should be undertaken jointly by the SPA and the Office of the Attorney General. This review should assess the agreement's compliance with Somali law, model PSAs, and institutional mandates. It should also evaluate the fiscal terms, cost recovery mechanisms, and environmental implications. The findings must inform renegotiation or legal challenge.

9.5 Renegotiation of Key Contractual Terms

If Somalia chooses to proceed with Türkiye as a strategic partner, the existing agreement must be renegotiated to:

- Introduce competitive licensing mechanisms or at least benchmarking against other regional PSAs;
- Reintroduce standard fiscal obligations such as bonuses, rent, and surface fees;
- Lower the cost recovery cap to international norms (no more than 65%);
- Eliminate or narrow the "Change of Law" clause;
- Move dispute resolution to a neutral jurisdiction or Somali courts;
- Require mandatory local employment, training, and subcontracting; and
- Ensure joint management through Somali institutions, including the SPA and SONOC.

9.6 Alignment with International Best Practices

Somalia should formally adopt international standards for extractive governance, including:

- Full contract publication in line with EITI Requirement 2.4;

- Development of a publicly available model PSA;
- Environmental and social safeguards, including mandatory EIAs;
- Sovereign dispute resolution policies, drawing from African legal precedents; and
- Independent monitoring of all resource agreements through a multi-stakeholder oversight committee.

9.7 Strategic Communication and Public Education

To repair trust and prevent further radicalization, the government must communicate clearly and transparently with the Somali public about its intentions, the mistakes made, and the corrective actions it will take. National resources are a public trust if the public is not involved in managing them, that trust will collapse.

9.8 Legal Options for Termination or Renegotiation

If Türkiye refuses to renegotiate or acknowledge Somalia's legal objections, the Somali government may:

- Declare the agreement ultra vires and void ab initio due to constitutional violations;
- Invoke domestic law to withhold implementation or approval;
- Pursue annulment through domestic courts or international legal mechanisms under the Vienna Convention on the Law of Treaties (Article 46, on manifest violations of internal law).

10. Conclusion

This agreement is not just a bad deal. It is a direct attack on Somalia's sovereignty, on its Constitution, and on the future of its people. It was negotiated and signed in secret without the knowledge of Parliament, without consultation with the Federal Member States, and without the scrutiny of the institutions built to protect the public. It violates the Petroleum Law. It violates the Constitution. And it violates the trust that every Somali citizen places in their government.

We cannot pretend this is about technical mistakes or minor oversights. This is a pattern we have seen before: when decisions are made behind closed doors, when the relevant people and citizens are cut out, when foreign interests come before national dignity. We know where that path leads.

The Türkiye agreement hands control of Somalia's oil to a foreign power. It weakens the ability of future Somali governments to govern. It hands over legal disputes to foreign courts. It locks the country into obligations that could strangle any hope of real recovery.

Worse still, it gives Al-Shabaab and every enemy of Somalia exactly what they need: proof that the government serves others, not its own people.

This is not just about oil. It is about whether Somalia belongs to its citizens or whether it can be sold off piece by piece to the highest bidder.

Somalia now stands at a crossroads. This agreement can either become a case study in how weak states lose control of their resources or it can become a turning point, a moment when Somalia chooses lawful, transparent, and accountable governance over secrecy and surrender. The choice no longer rests in the hands of a few individuals. It rests with Somalia's Parliament, its institutions, and ultimately its people.

The principle is simple, and it is urgent and present danger: no agreement that violates the constitution, endangers Somalia's sovereignty, or undermines the political stability should be allowed to stand.

Every Somali whether in government, in civil society, or among the diaspora has a responsibility to resist this betrayal. We must defend the Constitution. We must demand that this agreement be suspended, fully reviewed, and either renegotiated under lawful terms or thrown out completely.

We owe that much to those who fought for independence, and even more to those yet to be born. Somalia must belong to Somalis. Nothing less is acceptable.

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By Abdisaid M. Ali

Abdisaid is the chairperson of the Lomé Peace and Security Forum (LPSF), former Minister of Foreign Affairs and International Cooperation, and former National Security Advisor (NSA) of Somalia