

Agreement regarding the activities and presence of US forces, and its withdrawal from Iraq

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Foreword

Iraq and the US, referred to here as “both sides”, affirm the importance of: supporting their joint security, participating in global peace and stability, fighting terrorism, cooperation in the fields of security and defense, and to deter threats against Iraq’s sovereignty, security, and territorial integrity.

Both sides affirm that this cooperation is based on mutual respect to both sides’ sovereignty in accordance to the United Nations’ goals and principles.

Both sides want to achieve mutual understanding to support their collaboration

Without jeopardizing Iraq’s sovereignty on its land, water, and sky

And based on the mutual guarantees given as equal and independent sovereign partners

Both sides have agreed on:

Article One Scope and goal

This agreement specifies the rules and basic needs that regulates the temporary presence and activities of the US troops and its withdrawal from Iraq

Article Two Definitions

1- “Installations and areas agreed upon” are the Installations and areas agreed upon owned by the Iraqi government and used by the US forces from the date this agreement goes into effect. Such Installations and areas agreed upon will be decided in a list provided by the US forces and reviewed by both sides. Such “Installations and areas agreed upon” include those provided to the US forces during the time of this agreement after the approval of both sides.

Iraqi suggestion: The Iraqi delegation has asked the US delegation to submit a list of structures and areas requested to be discussed and agreed upon and add it to the agreement as an appendix

2- "US forces" is the entity that includes the members of the armed forces, civilian members, and all the equipments and materials owned by the US forces in Iraq

3- "Members of the armed forces" includes any member of the US army, navy, air force, marines or coast guard

4- "Civilian members" includes any civilian working for the U.S. ministry of Defense, excluding those members who are residents of Iraq.

5- "US contractors" or "workers hired by US contractors" includes non Iraqi persons and entities and employees who are US or third country citizens and who are in Iraq to supply goods, services or security to the US forces or on behalf of it in accordance to a contract. This does not include Iraqi entities.

6- "Official vehicles": commercial vehicles that may be modified for security reasons, and is designed originally to transport individuals on different terrains.

7- "Military vehicles": includes all different vehicles used by the US armed forces, that was originally designed for combat operations, and has special numbers and signs in accordance to regulations and law of the US armed forces.

8- "defense equipments" includes systems, weapons, ammunition, equipments, and materials used in conventional wars only, that the US forces need in accordance to this agreement, and that is not connected in any way to weapons of mass destruction (chemical weapons, nuclear weapons, radiological weapons, biological weapons, and waste related to such weapons)

9- "storing": keeping defense equipments needed by the US forces for activates agreed upon in this agreement.

10- "taxes and custom": include all taxes, customs (including boarder customs), and any other tariffs enforced by the Iraqi government and its entities and provinces in accordance to Iraqi laws and regulations. This does not include money paid for the Iraqi government in exchange to services required or used by the US forces.

Article Three Rule of Law

All members of the US armed forces and civilian members must follow Iraqi laws, customs, traditions, and agreements while conducting military operations in accordance to this agreement. They must also avoid any activities that do not agree with the text and spirit of this agreement. It is the responsibility of the US to take all necessary measures to insure this.

Article Four Responsibilities

For the purpose of deter external and/or internal threats against the republic of Iraq, and to continue the collaboration to defeat Al-Qaeda in Iraq and other outlaw groups, temporarily, both sides have agreed on:

- 1- The Iraqi government asks for the temporary help of the US forces to support Iraq's effort in maintaining security and stability of Iraq, including the collaboration in conducting operations against Al-Qaeda and other terrorist groups and outlaw groups, including the remains of the former regime.
- 2- Military operations that are conducted in accordance to this agreement with the approval of the Iraqi government and with full coordination with Iraqi authorities. Coordinating such military operation will be supervised by a joint mobile operations command centers (JMOCC) created in accordance to this agreement. Any military issues that are not resolved by these centers are submitted to a joint committee of ministries.
- 3- Operations must respect the Iraqi constitution and laws, and the Iraqi sovereignty and national interests as defined by the Iraqi government. The US forces must respect the Iraqi laws, traditions, and customs.
- 4- Both sides will continue their efforts in collaboration and improving Iraq's security capacity, including training, supplying, supporting, founding, and upgrading administrative systems.
- 5- There is nothing in this agreement that limits both sides' rights of self defense.

Article Five Property Ownership

1- Iraq owns all non-mobile buildings and structures that are built on the ground in the Installations and areas agreed upon, including those built, used, enhanced, or changed by the US forces.

2- The US is responsible for all expenses of construction, remodeling, modification in installations and areas agreed upon used exclusively by the US. The US forces will consult with the Iraqi authorities regarding the works of construction, remodeling, and modification. The US will seek the Iraqi government's approval for major construction or modification projects. In case of shared use of Installations and areas agreed upon both sides are responsible for expenses. The US forces will pay the fees of services used exclusively by the US. Both sides cover the expenses of shared Installations and areas agreed upon.

3- In case of discovering a historic or cultural sites, or the discovery of a strategic natural resource, in the Installations and areas agreed upon, all work of construction or modification or remodeling must stop immediately, and the Iraqi representatives in the joint committee must be informed.

4- The United States will return all Installations and areas agreed upon and any non-mobile buildings that were constructed, remodeled, or modified under this agreement, according to mechanisms and priorities agreed upon by the joint committee. They will be returned to Iraq without charge, unless both sides agree otherwise.

5- The US will return all Installations and areas agreed upon that has special cultural or political importance and that were constructed, remodeled, or modified under this agreement, according to mechanisms and priorities agreed upon by the joint committee. When this agreement goes into effect, the US will immediately return the properties listed in the attached appendix and mentioned in the letter sent by the US embassy to the Iraqi minister of foreign affairs dated (...)

6- What remains of installations and areas agreed upon will be returned to the Iraqi authorities after this agreement expires or if the US forces no longer needs them.

7- The US forces and US contractors maintain their ownership of all equipments, materials, supplements, mobile structures, and other mobile properties imported to Iraq or obtained in Iraq in accordance to the agreement.

Article Six
Usage of Installations and areas agreed upon

1- Iraq guarantees the accessibility of the US forces and US contractors to Installations and areas agreed upon according to what both sides agree on, while insuring that Iraq's sovereignty is not undermined. Installations and areas agreed upon will be returned to Iraq without charge, unless both sides agree otherwise.

2- Iraq authorizes the US forces to practice all the authorities and have all the rights to manage construct, use, maintain, and secure Installations and areas agreed upon. Both sides coordinate and collaborate regarding shared Installations and areas agreed upon.

3- The United States forces controls the entrances of the Installations and areas agreed upon. Both sides coordinate their work in shared Installations and areas agreed upon based on mechanisms put by the joint military operations committee.

Article 7
Storage of defense equipments

1- The US forces are authorized to store in the Installations and areas agreed upon systems, weapons, ammunition, equipments, and materials used by the US forces and related to the US temporary mission in Iraq. Weapons that are used by the US forces are not connected in any way to weapons of mass destruction (chemical weapons, nuclear weapons, radiological weapons, biological weapons, and waste related to such weapons). The US forces control the use and transportation of such weapons. The US forces guarantees than no weapons or ammunition be stored near residential areas, and it will inform the Iraqi government with important information regarding their amount and types.

Article 8
Environmental Protection

Both sides agree to implement this agreement while protecting nature and human security and health. The US complies to the Iraqi environmental laws, and Iraq should comply with its laws and regulations to protect the health of the US armed forces.

Article 9
Movement of vehicles, ships, and airplanes

1- US forces' vehicles and ships are permitted to enter and exit and move inside the Iraqi territories for the purposes of this agreement. The joint committee puts the appropriate regulations to control this movement.

2- US government airplanes and civilian airplanes contracted with the US Department of Defense are authorized to fly in the Iraqi airspace, refueling in the air, landing and departing in Iraq. The Iraqi authorities will give a one year authorization to the mentioned airplanes to land and depart from Iraq for the purposes of this agreement. No parties are allowed aboard US government airplanes and civilian airplanes contracted with the US Department of Defense and related ships and vehicles without US forces consent, and they cannot be searched. The joint committee puts the appropriate regulations to facilitate their movement.

3- Air traffic control and surveillance are handed over immediately to the Iraqi authorities as soon as this agreement goes into effect.

4- Iraq can ask for the US forces to temporarily take responsibility of the control and surveillance of the Iraqi airspace, and these tasks will be handed over to the Iraqi government upon its request. The Iraqi authorities will participate in the control and surveillance of the Iraqi airspace during the temporary period.

5- US government airplanes and civilian airplanes contracted with the US Department of Defense are not subject to taxes or related fees, including any fees related to fly in the Iraqi airspace, refueling in the air, landing and departing in Iraq. Also, US ships civilian ships contracted with the US Department of Defense are not subject to taxes or related fees during using Iraqi ports. Airplanes and ships are not subject to any search, and all Iraqi requirements of registration are waved.

6- US forces pays money for any services or materials obtained or received in Iraq.

7- Both sides exchange maps and other information on mines and other obstacles in the Iraqi lands and waters that might jeopardize either side's movement in Iraq's land and waters.

Article Ten Contracting

The US forces are permitted to sign contracts in accordance to US law to obtain materials and services in Iraq, including construction

services. US forces can obtain such materials and services from any source, and it must respect the Iraq laws when signing contracts, and it will choose Iraqi contractors when possible as long as their bids have the best value. The US forces informs the Iraqi authorities of the Iraqi importers and Iraqi contractors names and the amount of relevant contracts.

Article Eleven Services and telecommunications

1- the US forces are permitted to produce and generate water and electricity and other services for the Installations and areas agreed upon in coordination with the Iraqi authorities through the joint committee.