

Draft U.S.-Iraq agreement English version

Agreement regarding the activities and presence of U.S. forces, and its withdrawal from Iraq

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Foreword

Iraq and the U.S., 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 deterring threats against Iraq’s sovereignty, security, and territorial integrity.

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

Both sides want to achieve mutual understanding to support their collaboration, without jeopardizing Iraq’s sovereignty over 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 regulate the temporary presence and activities of the U.S. 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 U.S. forces from the date this agreement goes into effect. Such installations and areas agreed upon will be decided in a list provided by the U.S. forces and reviewed by both sides. Such "installations and areas agreed upon" include those provided to the U.S. forces during the time of this agreement after the approval of both sides.

Iraqi suggestion: The Iraqi delegation has asked the U.S. 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- "U.S. forces" is the entity that includes the members of the armed forces, civilian members, and all the equipments and materials owned by the U.S. forces in Iraq.

3- "Members of the armed forces" include any member of the U.S. army, navy, air force, marines or coast guard.

4- "Civilian members" include any civilian working for the U.S. Ministry of Defense, excluding those members who usually reside in Iraq.

5- "U.S. contractors" or "workers hired by U.S. contractors" include non Iraqi persons and entities and employees who are U.S. or third country citizens and who are in Iraq to supply goods, services or security to the U.S. 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 are designed originally to transport individuals on different terrains.

7- "Military vehicles": include all vehicles used by the U.S. armed forces, that were originally designed for combat operations, and have special numbers and signs in accordance to the regulations and laws of U.S. armed forces.

8- "defense equipment" include systems, weapons, ammunition, equipment,

and materials used in conventional wars only, that the U.S. forces need in accordance to this agreement, and that 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).

9- "storage": keeping defense equipment needed by the U.S. forces for activities agreed upon in this agreement.

10- "taxes and custom": include all taxes, customs (including border 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 for services required or used by the U.S. forces.

Article Three

Rule of Law

All members of the U.S. 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 U.S. to take all necessary measures to insure this.

Article Four

Responsibilities

For the purpose of deterring 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 U.S. 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 operations will be supervised by a joint mobile operations command centers (JMOCC) created in accordance with 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 Iraqi sovereignty and national interests as defined by the Iraqi government. The U.S. 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 either 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 U.S. forces.

2- The U.S. is responsible for all expenses of construction, remodeling, modification in installations and areas agreed upon used exclusively by the U.S.. The U.S. forces will consult with the Iraqi authorities regarding the works of construction, remodeling, and modification. The U.S. 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 U.S. forces will pay the fees of services used exclusively by the U.S. Both sides cover the expenses of shared installations and areas agreed upon.

3- In the case of a discovery of 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 U.S. will return all installations and areas agreed upon that have 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 U.S. will immediately return the properties listed in the attached appendix and mentioned in the letter sent by the U.S. 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 U.S. forces no longer needs them.

7- The U.S. forces and U.S. contractors maintain their ownership of all equipment, 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 U.S. forces and U.S. 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 U.S. 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 control 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 Seven

Storage of defense equipments

1- The U.S. forces are authorized to store in the installations and areas agreed upon systems, weapons, ammunition, equipment, and materials used by the U.S. forces and related to the U.S. temporary mission in Iraq. Weapons that are used by the U.S. 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 U.S. forces control the use and transportation of such weapons. The U.S. forces guarantees that no weapons or ammunition will be stored near residential areas, and it will inform the Iraqi government with important information regarding their amount and types.

Article Eight

Environmental Protection

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

Article Nine

Movement of vehicles, ships, and airplanes

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

2- U.S. government airplanes and civilian airplanes contracted with the U.S. 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 U.S. government airplanes and civilian airplanes contracted with the U.S. Department of Defense and related ships and vehicles without U.S. 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 U.S. 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- U.S. government airplanes and civilian airplanes contracted with the U.S. Department of Defense are not subject to taxes or related fees, including any fees related to flying in Iraqi airspace, refueling in the air, landing and departing in Iraq. Also, U.S. ships and civilian ships contracted with the U.S. 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 waived.

6- U.S. forces pay 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

U.S. forces are permitted to sign contracts in accordance to U.S. law to obtain materials and services in Iraq, including construction services. U.S. forces can obtain such materials and services from any source, and they must respect Iraq laws when signing contracts, and they will choose Iraqi contractors when possible as long as their bids have the best value. The U.S.

forces will inform the Iraqi authorities of the Iraqi importers and Iraqi contractors names and the amount of relevant contracts.

Article Eleven

Services and telecommunications

1- U.S. 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.

2- The Iraqi government owns all frequencies. The Iraqi authorities allocate special waves for the U.S. forces based on what both sides decide through the joint committee (JMOCC). The U.S. forces will give these waves back after it is done with using them.

3- The U.S. forces are permitted to operate their own wired and wireless telecommunications (according to the definition of wired and wireless telecommunications in the Convention of the International Telecommunication Union of 1992), including all the special services needed to secure the full capacity of telecommunications operations. The U.S. operates its systems in accordance to the Convention of the International Telecommunication Union whenever it is possible to implement these regulations.

4- For the purposes of this agreement, all fees related to the U.S. usage of telecommunications frequencies are waived, including any administrative or other related fees.

5- U.S. forces will coordinate with the Iraqi authorities regarding any telecommunications infrastructure projects outside the installations and areas agreed upon.

Article Twelve

Legal Jurisdictions

1- The U.S. has exclusive legal jurisdiction over U.S. armed forces members and civilian members inside and outside installations and areas agreed upon. Iraqi Suggestion: the Iraqi delegation has suggested the following:

The U.S. has the legal jurisdictions over the U.S. armed forces members and civilian members inside installations and areas agreed upon at all times, and outside the installations and areas agreed upon while conducting missions except for intentional crimes and major mistakes.

U.S. suggestion: The U.S. delegation suggested the following:

As a temporary regulation, and until the withdrawal of the U.S. combat forces is complete as indicated in paragraph 1 of article 26, until the combat missions are over the U.S. has the exclusive legal jurisdiction over U.S. armed forces members and civilian members inside and outside installations and areas agreed upon.

2- The U.S. will give its full attention to any complaint submitted by Iraq over intentional crimes and major mistakes that break Iraqi laws committed by U.S. armed forces members and civilian members. All complaints submitted by the Iraqi legal authorities will be dealt with by the joint committee and settled by mutual agreement of both sides.

Iraqi Suggestion: the Iraqi delegation has suggested the following:

Iraq has legal jurisdiction over U.S. armed forces members and civilian members who commit intentional crimes or major mistakes that break the Iraqi laws. The related joint committee concerning jurisdictions takes the appropriate action to solve disputes based on mutual agreement.

3- Iraq has legal jurisdiction over U.S. contractors and their employees when they break Iraqi laws.

4- U.S. forces will inform the Iraqi authorities of any criminal investigations that relate to members of the U.S. armed forces or civilian members involved in a crime against a victim that usually lives in Iraq. Both sides put the appropriate regulations to contact people related to incidents, provide details of the case and court dates, and help persons involved contact lawyers in accordance to article 21 of this agreement. The U.S. will work on

holding the court in Iraq when that is appropriate and when both sides agree on it. In case the court was based in the U.S., the United States will make its best effort to facilitate bringing victims into the court.

5- Both sides agree to help each other in incidents' investigations and collecting evidences to support a fair judgment.

6- All members of U.S. armed forces or civilian members who get arrested by the Iraqi authorities must be surrendered immediately to the U.S. forces authorities.

Iraqi Suggestion: the Iraqi delegation has suggested the following:
All members of U.S. armed forces or civilian members who get arrested by the Iraqi authorities must be surrendered to the U.S. forces authorities within 24 hours.

Article Thirteen

Bearing guns and wearing uniforms

U.S. armed forces members and civilian members are authorized to carry U.S. government guns during their presence in Iraq based on the authorities and orders given to them. U.S. armed forces members are also permitted to wear their official uniforms during duty in Iraq.

Article Fourteen

Entering and Exiting

1- For the purposes of the agreement, U.S. armed forces members and civilian members can enter and exit Iraq from official borders using U.S.-issued ID cards. The joint committee puts a mechanism for the Iraqi verification process.

2- For purposes of verification the U.S. forces will submit to the Iraqi authorities a list with the names of U.S. armed forces members and civilian members entering and exiting Iraq or through the Installations and areas agreed upon.

3- The Iraqi entering and exiting laws can be implemented on others, but

not on the U.S. armed forces members and civilian members.

Article Fifteen

Importing and Exporting

1- For the purposes of the agreement, including training and services, the U.S. forces and their contractors are permitted to import into Iraq and export from Iraq and re-export from Iraq and transport and use any equipments, supplements, materials, technology, training, or services except for those materials banned in Iraq at the time of signing this agreement. These materials are not subject to search or to license requirement or any other limitations. Exporting Iraqi goods by the U.S. forces is not subject to search or any other limitations either except the license discussed later in this agreement. The joint committee will coordinate with the Iraqi ministry of trade to facilitate getting the required export license in accordance to the Iraqi laws related to exporting goods by U.S. forces.

2- U.S. forces members and civilian members are permitted to import, re-export, and use their personal equipment and materials for consumption or personal use. Such materials are not subject to any licenses, limitations, taxes and customs or other fees defined in paragraph 10 of article 2, except for required or obtained services. The amount of imports must be reasonable and for personal use. The U.S. forces authorities will put the needed regulations to insure no materials or articles of cultural or historical value are exported.

3- Materials mentioned in paragraph 2 will be searched in a speedy fashion in a specific location agreed upon according to the joint committee.

4- If the tax exempt materials in accordance to this agreement were to be sold in Iraq to individuals or entities not included in tax exemption, taxes and customs as defined in paragraph 10 of article 2 are to be paid by the buyer.

5- It is not permissible to import any of the materials mentioned in this article for commercial reasons.

Article Sixteen

Taxes

1- Services and goods obtained by U.S. forces in Iraq for official use are not subject to taxes and fees as defined in paragraph 10 of article 2.

2- U.S. forces members and civilian members are not subject to any taxes or fees in Iraq except for services obtained or requested by them.

Article Seventeen

Licenses and Permits

1- Iraq agrees to accept valid U.S.-issued drivers' licenses held by U.S. forces members, civilian members and U.S. contractors without subjecting them to any tests or operation fees for vehicles, ships, and airplanes owned by the U.S. forces in Iraq.

2- Iraq agrees to accept valid U.S.-issued drivers' licenses held by U.S. forces members, civilian members and U.S. contractors to operate their personal cars in Iraq without subjecting them to any tests or fees.

Article Eighteen

Official and Military Vehicles

For the purposes of this article:

1- Officials vehicles are commercial vehicles that might be modified for security reasons, and they will carry Iraqi license plates to be agreed upon by both sides. Iraqi authorities will issue, based on a request by the U.S. forces authorities, license plates for U.S. forces official cars without fees, and U.S. forces will reimburse the Iraqi authorities for the cost of these plates.

2- Iraq agrees to accept the validity of U.S.-issued licenses and registrations for the U.S. forces official vehicles.

3- All U.S. military vehicles are exempt from registration and licenses requirements. These vehicles will be identified with distinguishable numbers and signs.

Article Nineteen

Support Services

1- U.S. forces, or others acting on its behalf, are permitted to create and manage activities and entities inside the installations and areas agreed upon. This includes providing services to U.S. forces members, civilian members, and their contractors. These activities and entities might include military post offices, financial services, stores selling food, medicine, goods and other services, and it includes other areas providing entertainment and telecommunications. All of the mentioned services do not require a permit.

2- Radio, media, and entertainment activities that reach beyond the installations and areas agreed upon must comply with Iraqi laws.

3- Support services are for the exclusive use of the U.S. forces members, civilian members, their contractors, and other entities to be agreed upon. U.S. forces will take the required measures to ensure none of the mentioned support services are misused, and to ensure services and goods will not be re-sold to unauthorized individuals. The U.S. forces will limit radio and TV broadcasting to authorized receivers.

4- Entities and facilities offering services indicated in this article enjoy the same tax exemptions offered to the U.S. forces, including those exemptions mentioned in articles 15 and 16 of this agreement. These entities and facilities offering services are to be operated in accordance to U.S. regulations, and will not be obligated to collect or pay any taxes or fees on its operations.

5- Outgoing mail, sent through military postal services, is verified by the U.S. authorities and is exempt from being searched, examined, or confiscated by the Iraqi authorities.

Article Twenty

Currency and Foreign exchange

1- U.S. forces are permitted to use any amount of U.S. currency or bonds for the purposes of this agreement. Using Iraqi currency in U.S. military banks must be in compliance with Iraqi laws.

2- U.S. forces are permitted to distribute or exchange any amount of currency to the U.S. forces members, civilians' members, and their contractors for purposes of travelling, including vacations.

3- U.S. forces will not take Iraqi currency out of Iraq, and will take all required measures to insure none of the U.S. forces members, civilian members, or their contractors take Iraqi currency out of Iraq.

Article Twenty One

Claims

1- Except for contract related claims, both sides waive their rights to request compensation because of any harm, loss, or destruction of property, or request compensation for injury or death of forces members or civilian members from both sides occurring during their official duties.

2- Us forces authorities will pay fair and reasonable compensation to settle third party claims arising due to a member of the armed forces or civilian members during their official duties, or due to non-combat accidents caused by U.S. armed forces. The U.S. forces' authorities may settle claims caused by non-official duties actions. Claims must be dealt with urgently by the U.S. forces' authorities in accordance to U.S. laws and regulations. When settling claims, the U.S. forces authorities will take in consideration any investigation reports, opinions regarding responsibility, or opinions regarding amount of damages issued by the Iraqi authorities.

3- The joint committee will study issues related to claims resulting from paragraph 1 and 2 of this article and find resolutions in accordance to U.S. and Iraqi laws.

Article Twenty Two

Detention

1- All detention operations in this agreement must be conducted in accordance to the Iraqi law, constitution, sovereignty and national interest as decided by the Iraqi government in accordance to the international law.

2- All individuals detained by U.S. forces must be prepared to be handed

over to the Iraqi authorities within 24 hours.

3- No detention operations can take place without a warrant issued by the specialized Iraqi authorities in accordance to the Iraqi law.

4- When Iraqi authorities conduct detention operations, they may ask for the help of the U.S. forces.

5- Detainees are kept in locations prepared by the Iraqi authorities and under its exclusive supervision and control.

6- U.S. forces are not permitted to search houses and other properties without a judicial warrant, unless there was an active combat operation, and in coordinating with the specialized Iraqi authorities.

Article Twenty-three

Extending this agreement to other countries

1- Iraq may reach an agreement with any other country participating in the Multi-National forces to ask for their help in achieving security and stability in Iraq.

2- Iraq is permitted to reach an agreement that includes any of the articles mentioned in this agreement with any country or international organization to ask for help in achieving security and stability in Iraq.

Article twenty-four

Implementation

The following entities are responsible of the implementation of this agreement and the settlement of any disputes over its interpretation and application:

1- A joint committee of ministers from both sides that deal with the basic issues needed to interpret the implementation of this agreement.

2- A joint committee to coordinate military operations. This committee will be formed by the joint committee of ministers and includes representatives

from both sides. The joint committee to coordinate military operations will be jointly led by both sides.

3- A joint committee formed by both sides that includes representatives chosen by both sides. This committee deals with all issues related to this agreement that do not fall under the mandate of the joint committee to coordinate military operations; this committee will jointly led by both sides.

4- Sub-committees in all different areas created by the joint committee. Subcommittees will discuss issues related to interpretation and implementation of this agreement each in accordance to its expertise.

Article twenty-five

Implementation Arrangements

Both sides enter into implementation arrangements to execute this agreement.

Article Twenty Six

Targeted times to hand over complete security responsibilities to the Iraqi security forces, and withdrawal of U.S. forces from Iraq

Iraqi Suggestion: the Iraqi delegation has suggested the following title to this article:

Transferring security responsibilities to Iraqi authorities, and the withdrawal of the U.S. forces from Iraq

U.S. Suggestion: the U.S. delegation has suggested combining paragraphs 1 and 2 as follows:

1- Both sides have agreed on the following time targets to handover complete security responsibilities to the Iraqi security forces and the withdrawal of the U.S. forces from Iraq:

A- U.S. combat troops will withdraw from Iraq completely at the latest on (...)

B- U.S. forces will withdraw from all cities, towns, and villages at latest by June 30, 2009 unless the Iraqi authorities request otherwise.

Note: the head of the U.S. delegation offered to accept the new title only if their combined paragraph is accepted, and he linked the two as one deal.

3- All U.S. combat troops regroup in installations and areas agreed upon after the date mentioned in paragraph 2 of this article.

4- After the withdrawal of all combat troops as mentioned in paragraph 1 of this article, the rest of these forces will stay based on a request from the Iraqi government in accordance to this agreement. The joint committee for operations and coordination will determine the tasks and level of the troops that will focus on training and supporting Iraqi security forces.

5- Both sides review the progress towards achieving dates mentioned in this article and the conditions that might lead to one side asking the other to extend or reduce the time periods mentioned in paragraph 1 and paragraph 2 of this article. Any extension or reduction of the time period is subject to both side's approval.

6- U.S. forces may withdraw from Iraq before the dates indicated in this article if either of the two sides should so request. Both sides recognize the Iraqi government's sovereign right to request a withdrawal of U.S. forces at anytime.

Article Twenty-Seven

Contract Validity

1- This agreement is valid for (...) years unless it is terminated earlier based on a request from either sides or extended with the approval of both sides.

2- This agreement can be modified with the written approval of both sides and in accordance to constitutional procedures in both countries.

3- Cancellation of this agreement requires a written notice provided on year in advance.

4- This agreement goes into effect on the day that diplomatic memos confirming all constitutional procedures have been met in both countries are exchanged.

5- These memos will be exchanged before the expiration of UN resolution number 1790 at latest by December 31st, 2008.

Representative of the Iraqi government

Representative of the U.S.
government

[Editor's note: Raed Jarrar, an American Friends Service Committee Iraq consultant, translated this agreement.]

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