

“The U.S.-Iraq Troop Withdrawal Agreement”: Allows US troops to stay in Iraq until 2011.

Unofficial Translation from the Arabic Text

By [Global Research](#)

Global Research, November 20, 2008

McClatchy Newspapers 20 November 2008

Theme: [US NATO War Agenda](#)

In-depth Report: [IRAQ REPORT](#)

Editor`s Note

This is a draft of an agreement between the Bush administration and the US installed Iraqi government, which would allow US troops to stay in Iraq until 2011.

19 November, 2008

An Agreement between the Republic of Iraq and the [United States](#) of America regarding the Withdrawal of the American Forces from Iraq and Regulating their Activities During their Temporary Presence in it

PREFACE

The [United States](#) of America and the Republic of Iraq – which will hereafter be referred to as the two parties – recognize the importance of strengthening their joint security and participating in global peace and stability, fighting terrorism in Iraq and cooperating in the fields of security and defense to deter aggression and threats directed towards the sovereignty and unity of Iraq and its constitutional, federal, democratic system;

They hereby confirm that this cooperation is built upon the basis of mutual respect for each other's full sovereignty and according to the objectives and principles of the UN mandate;

And according to the wish of both parties to reach a mutual understanding to enhance cooperation between them;

Without encroaching upon the sovereignty of Iraq, upon its soil, water or airspace, and upon the basis of being two independent, equal states of sovereignty, have agreed to the following:

Article One

Scope and Purpose

This agreement defines the basic rules and requirements that regulate the temporary presence of the American Forces in Iraq, their activities in it and their withdrawal from Iraq.

Article Two

Definition of Terms

‘The installations and areas agreed upon’ refers to the Iraqi areas used by the U.S. Forces while this agreement is valid.’

‘U.S. Forces’ refers to the entity that includes all the personnel of the American Armed Forces, the civilian personnel connected to them and all their possessions, installations and equipment present on Iraqi territory.

‘Member of the U.S. Forces’ refers to any person that belongs to the army of the [United States](#), its navy, air force, marine force or coast guard.

‘Civilian element member’ refers to any civilian working for the U.S. Department of Defense. And this term does not include the personnel usually resident in Iraq.

Contractors with the U.S government’ and ‘those who work for the contractors with the [United States](#) of America’ refer to the legal non-Iraqi persons or entities and their workers who are either American citizens or third country citizens present in Iraq to provide commodities, services and security for the U.S. Forces or on behalf of them, in Iraq, according to a contract or a sub-contract with or for the U.S. Forces. These two terms do not include the legal persons or entities usually resident upon Iraqi soil.

‘Official vehicles’ refers to the commercial vehicles that may be modified for security purposes, and that are designed originally to transport individuals on different terrains.

‘Military vehicles’ refers to all manner of vehicles used by the U.S. Forces that were originally designed for combat operations and carry special distinctive numbers and signs.

‘Defense equipment’ refers to the systems, weapons, ammunition, supplies and materials used in traditional warfare exclusively, that the U.S. needs in connection to the activities agreed upon in this agreement, and that are not related directly or indirectly to the weapons of mass destruction systems (chemical weapons, nuclear weapons, radiological weapons, biological weapons and the wastes connected to such weapons).

‘Storing’ refers to keeping the defense equipment that the U.S. needs in relation to its activities agreed upon in this agreement.

‘Taxes and charges’ refers to all the taxes and charges (including customs tariffs) and all charges of any kind that the Iraqi government, its establishments or provinces levies in accordance with the Iraqi laws and regulations. This term does not refer to the funds that are collected by the Iraqi government, its establishments or provinces for services requested by and rendered to the U.S Forces.

Article 3

The Laws

U.S. troops and the members of the civilian element commit to the necessity of respecting Iraqi laws, customs, traditions and conventions while conducting military operations in accordance with this agreement, and will refrain from any activities that are not compatible with the spirit of this agreement. The U.S. is obliged to take all the necessary measures for

this purpose.

With the exception of U.S. troops and the members of the civilian element, it is not permitted for the U.S. to transport anyone into Iraq or out of it on board the ships or aircraft included in this agreement unless in accordance with valid Iraqi laws and regulations including any executive arrangements that the Iraqi government may agree to.

Article 4

The Missions

The Iraqi government requests temporary assistance from the U.S. Forces to support its efforts in keeping peace and stability in Iraq, including cooperation in conducting operations against al Qaida and other terrorist groups and outlaw groups and the remnants of former regime.

All military operations conducted in accordance with this agreement are conducted with the approval of the government of Iraq. Full coordination will take place with the Iraqi authorities regarding these operations and the Joint Military Operations Coordination Committee (JMOCC), which is to be formed according to this agreement, is to supervise the coordination of all the military operations. Any issues regarding proposed military operations that the Committee cannot resolve will be referred to the Joint Ministerial Committee.

All these operations will be conducted with the necessity of fully respecting the Iraqi Constitution and Iraqi Law, and conducting these operations will be without overstepping the sovereignty of Iraq and its national interests as determined by the Iraqi government. It is the duty of the U.S. to respect the laws of Iraq, its customs and traditions and valid international law.

The two parties will continue their efforts to enhance Iraq's security capabilities, as agreed upon by both sides, including training, provision, support, supply, building and updating logistic systems, including transport, accommodations and provisions for the Iraqi security forces.

Both parties retain the right to legitimate self defense within Iraq as is described in valid international law.

Article 5

Ownership of Property

Iraq owns all the buildings and installations, the nontransferable structures on the ground that are located in the areas and installations agreed upon, including those the U.S. utilizes, constructs, changes or improves.

At withdrawal, the U.S. will return all the installations and the agreed upon areas allocated for the use of the U.S. combat forces according to two lists (of inventory) to the Iraqi government. The first of these is to be submitted covering the installations and agreed upon areas as soon as the agreement is implemented. And the other list is to be submitted no later than June 30, 2009, the appointed date for U.S. Forces withdrawal from cities, towns and villages. And the Iraqi government has the right to permit the U.S. Forces to use some necessary installations for this agreement's purposes at withdrawal.

The U.S. bears all the costs of building, modification or renovation in the installations and agreed upon areas allocated for their exclusive use. The U.S. will consult with the Iraqi government as to building, modification or renovation works and must seek the approval of the Iraqi government regarding major modifications and construction projects. And in cases of joint utilization of installations and agreed upon areas, both parties will bear the cost of construction, modification or renovation according to the percentage of use.

The U.S. will bear the cost of the services it requests and receives in the installations and agreed upon areas for its exclusive use. And both parties will bear the cost for requested and received services in the installations and agreed upon areas and according to percentage of each party's use.

When a historical or cultural site is discovered, or a strategic resource is found within the installations and agreed upon areas, all construction, modification and innovation works are to stop immediately, and the Iraqi representatives in the Committee are to be informed in order to determine the appropriate steps in regard to it.

The U.S shall return the installations and agreed upon areas and any other installations, or non-transportable structures that it erected, fixed or used during the validity of this agreement according to mechanisms and priorities defined by the Joint Committee; and these installations and areas are to be returned to the Iraqi government free of debts and any financial obligations.

The U.S. Forces shall return to the Iraqi government the installations and agreed upon areas of traditional, moral and political importance and any other fixed structures that the U.S. Forces may have built, assembled, or installed according to mechanisms and priorities and a time period to be agreed upon in the Joint Committee, and with no financial obligations.

The U.S. shall return the rest of the installations and agreed upon areas to the Iraqi government when the validity of this agreement comes to an end or when it is terminated, or at any time prior to that, agreed upon by the two parties, or when the U.S. no longer needs the installations in accordance to what the Committee decrees, without debt or financial obligations.

The U.S. and the contractors with the U.S. retain the ownership of all the equipment, materials, supplies, transportable installations and other transportable property imported to Iraq or acquired in Iraq legitimately and in connection to this agreement.

Article 6

Usage of the Installations and the Agreed Upon Areas

With full respect for the sovereignty of Iraq, in the framework of exchanging points of view between the two parties regarding this agreement, Iraq guarantees that the U.S. Forces and contractors with the U.S Forces and the workers employed by these contractors and the personnel and other entities can reach and use the installations and agreed upon areas according to what both parties agree upon.

Iraq permits the U.S. Forces, according to this agreement, to exercise inside the installations and agreed upon areas all rights and authorities that may be necessary to build, use and secure these installations and agreed upon areas. Both parties are to coordinate and cooperate as to how these rights and authorities may be practiced in the installations and

agreed upon areas that are joint utilities.

The U.S Forces control the entrances to the installations and agreed upon areas that are allocated for their exclusive use. Both parties are to coordinate the control of the installations and agreed upon areas of joint use, and according to mechanisms approved by the Joint Committee to coordinate joint military operations. Both parties are to coordinate the guard missions in the areas adjacent to the installations and the agreed upon areas through the Joint Committee for coordination of military operations.

Article 7

Installing and Storing Defense Equipment

U.S. Forces may install inside the installations and agreed upon areas and in other temporary sites agreed upon by both parties, defense equipment and supplies and materials the U.S. Forces need in connection to activities agreed upon in this agreement. The U.S. is to use and store this equipment in a manner appropriate to their temporary mission in Iraq and in accordance with article four of this agreement, on condition that it has no direct or indirect connection to weapons of mass destruction (chemical weapons, nuclear weapons, radiological weapons, biological weapons and the wastes related to such weapons). And the U. S. is to control the use and transport of the defense equipment owned by it that is stored in Iraq. It (the U.S.) is to guarantee that no explosives or ammunition are to be stored in installations near residential areas, and that it is to move materials stored in installations near residential areas. The U.S. is to provide the Iraqi government with the necessary information regarding the quantities and types of these stored materials.

Article 8

Environmental Protection

Both parties are to execute this agreement in a manner consistent with protection of the natural environment, health and human security. And the U.S. commits again to respecting the laws of the environment and Iraqi laws in implementing its policies for the purposes of this agreement.

Article 9

Movement of Vehicles, Ships and Planes

With full respect for the rules of safety in land and marine movement, vehicles and ships used by the U.S Force and those that are administered on its account exclusively, may enter and depart and move within Iraqi territory for the purposes of implementing this agreement. The Joint Committee is to coordinate joint military operations and lay down the appropriate rules and procedures to facilitate and regulate the movement of vehicles.

With full respect for the related rules of safety in flight and aviation, permission will be given for the aircraft of the U.S. government and the civilian aircraft at the time to fly in the Iraqi airspace that are operating in accordance with a contract with the Department of Defense of the U.S. exclusively, and to re-fuel in the air exclusively for the purposes of implementing this agreement; and to land and take off within Iraqi territory for the purposes of implementing this agreement. Iraqi authorities will annually issue a permit for the aforementioned aircraft to land on Iraqi territory and take off from it for the exclusive

purpose of implementing this agreement. The aircraft, ships and vehicles of the U.S government and the civilian aircraft exclusively working at the time in accordance with a contract with the U.S. Department of Defense will not permit any party aboard them without the consent of the U.S. Forces authorities, and the related joint subcommittee is to agree upon the appropriate procedures to facilitate regulating the traffic.

Iraqi airspace control and monitoring will be transferred to the Iraqi authorities immediately as this agreement becomes valid.

The Iraqi government has the right to request the temporary support of the U.S. Forces for the Iraqi authorities in controlling and monitoring Iraqi airspace.

U.S. government aircraft and civilian aircraft at that time working in accordance with a contract with the U.S. Department of Defense exclusively are exempt from any taxes, or any similar charges including the flight, aviation, landing or waiting at the airport charges by the Iraqi government. And also exempt from any taxes, government collections or any other charges are the vehicles owned by the U.S. Forces or are being used exclusively by the U.S. Forces for the purposes of implementing this agreement. And this includes the ports run by the Iraqi government, and these vehicles, aircraft and ships are exempt from registration demands inside Iraq.

U.S Forces are to pay for any services it requests and obtains.

Each of the two parties is to provide the other party with maps and other available information regarding locations of mine fields and other obstacles that may obstruct movement within the Iraqi land and waters or endanger it.

Article 10

Contracting Procedures

U.S. forces have the right to choose contractors and have contracts with them, according to American law, to buy materials and services in Iraq, including reconstruction and building services. U.S. forces can have contracts with Iraqi suppliers for materials and services when they have competitive tenders and value. U.S. forces should respect Iraqi law when they have contracts with Iraqi suppliers and contractors, they should inform Iraqi authorities of the Iraqi contractors and suppliers and the value of their contracts.

Article 11

Services and Communications

U.S. forces can produce and supply water and electricity and any other services for the installations and areas agreed upon in coordination with the Iraqi authorities through the related Joint sub-committee.

The Iraqi government owns all frequencies. The Iraqi authorities specialized in frequencies allocate frequencies for the U.S forces according to coordination between the two sides via a Joint Military Operations Coordination Committee (JMOC). The US forces should return the allocated frequencies when they have finished using them at a date no later than the last day of this agreement.

U.S. forces will operate their communications system with full respect to the Iraqi constitution and laws, and according to the text of communication regulations in the International Union of Communications for the year 1992, including the right to use means and special necessary services related to their system to guarantee the full capacity to operate the communications system.

For the purposes of this agreement, U.S. forces are exempt from paying any government collection for using the transmission waves and frequencies now in use or those which will be allocated to them in the future, including administrative and any other charge.

U.S. forces should obtain the Iraqi government's approval regarding any infrastructure projects for communications located outside the installations and areas agreed upon for the exclusive purposes of implementation of this agreement according to Article 4, unless there is an actual combat operation, in which case use Article 4.

U.S. forces should use the communication system exclusively for the purposes of this agreement.

Article 12

Jurisdiction

In recognition of Iraq's sovereign right in defining and enforcing the principles of criminal and civilian law on its land and in view of Iraq's request for temporary assistance from U.S. forces as explained in article 4 and as is consistent with the obligation of U.S. forces' and the members of the civilian element to respect Iraqi laws, traditions, customs and values, both parties agreed to the following:

Iraq has the primary right to exercise jurisdiction over members of the U.S. forces and members of the civilian element regarding major and premeditated crimes, according to item 8, when these crimes are committed outside installations and areas agreed upon and off duty.

Iraq has the primary right to exercise jurisdiction over private contractors which have contracts with the [United States](#) and their employees.

The [United States](#) has the primary right to exercise jurisdiction over members of the U.S. forces and members of the civilian element regarding matters that take place inside the installation and areas agreed upon and during duty outside the installations and areas agreed upon and circumstances not included in the text of item 1.

According to a request from either party, both parties will assist one another to carry out an investigation into incidents and to collect evidence and to exchange them to guarantee justice.

When a member of the U.S. forces or the civilian element is arrested or detained by the Iraqi authorities, the authorities of the U.S. forces should be informed immediately and the detainee should be handed over within 24 hours from the time of detention or arrest. When Iraq practices its jurisdiction in implementation of the text of item 1 of this article the authorities of the U.S. forces then undertake the detention of the accused from the members of the U.S. forces or the civilian element. Then the authorities of the U.S. forces are to submit the accused person or persons to the Iraqi authorities for the purpose

investigation and trial.

The authorities of either side may request the authorities of the other side to forgo their primary right of jurisdiction in a specific case. The Iraqi government agrees to exercise jurisdiction according to item 1 above only after informing and notifying the U.S. in writing within 21 days of discovering the alleged crime, its practice of jurisdiction has a special significance.

In cases where the U.S. has the right to exercise jurisdiction according to item 3 of this article, the members of the U.S. forces and of the civilian element have the right to have the legal criteria, procedures and guaranteed protection under the American law and constitution. In case a crime is committed which falls under item 3 of this article and the victim is not a member of the U.S. forces or of the civilian element, both parties agree upon procedures through a joint committee to inform the persons involved of the investigation in an appropriate way, the status of the investigation of the crime, the charges against the accused, a date of trial and the results of the deliberations regarding the suspects situation, the opportunity to hear the accused's statements in open sessions during which he will be sentenced, consultation with the lawyers of the prosecution to follow up the case and to assist in presenting a request according to article 21 of this agreement. The U.S. authorities will seek to hold a trial for cases such as these inside Iraq. And in case trials of such cases are held in the [United States](#), efforts will be made to facilitate the victim's presence personally in the court.

In the cases where Iraq exercises jurisdiction according to item 1 of this article, members of the U.S. forces and the civilian element have the right to the legal criteria, procedures and guarantees that are consistent with those enjoyed under American and Iraqi law. The joint committee will lay down procedures and mechanisms to implement this article, which includes a record of major and premeditated crimes that fall under item 1 and procedures according to the criteria of legitimate trial and guarantees. It is not permitted to exercise jurisdiction according to the text of item 1 of this article unless the mentioned procedures and mechanisms are in place.

The U.S. authorities will state according to items 1 and 3 of this article whether the alleged crime was committed on duty. In cases in which the Iraqi authorities believe that the circumstances call for revision of this account, both parties will deliberate immediately via the joint committee, and the authorities of the U.S. forces will take into full consideration the facts, the circumstances and any other information the Iraqi authorities may submit and that might have an effect upon the report of the authorities of the U.S. forces.

Both parties will review the provisions of this article every six months, including any suggested amendments of this article, taking into consideration the security situation in Iraq and how engaged the U.S. forces are with military operations, the growth and development of the Iraqi judicial system and changes in the American and Iraqi laws.

Article 13

Carrying Weapons and Wearing Official Uniforms

Members of the U.S. forces and the civilian element have the right to possess and carry weapons that belong to the U.S. during their presence in Iraq according to the authorization given to them, the orders given to them and according to their needs and duties. Also the

U.S forces should wear their official uniforms while on duty in Iraq.

Article 14

Entry and Departure

For the purposes of this agreement, members of the U.S. forces and members the civilian element may enter and depart Iraq through the formal passages of entrance and departure. They need only to carry identification and travel orders issued to them from the [United States](#). The joint committee handles the task of laying down procedures and mechanisms to check which the specialized Iraqi authorities will implement.

Iraqi authorities have the right to check and verify the names on lists of members of the U.S forces and the civilian element entering Iraq and departing directly into and out of the installations and areas agreed upon. These lists are to be delivered to the Iraqi authorities by the U.S forces.

For the purposes of this agreement, members of the U.S forces and the civilian element may enter and depart Iraq via the installations and areas agreed upon and will not be required to submit anything other than their identification issued in the [United States](#). The joint committee is to lay down the procedures and mechanisms for checking and verifying these documents.

Article 15

Importing and Exporting

For the purposes of implementing this agreement exclusively U.S. forces and contractors with the U.S. forces may import into Iraq and export from it materials that have been bought inside Iraq, and they have the right to re-export and transport and use in Iraq any equipment, supplies, materials and technology on the condition that the materials they import or bring are not prohibited inside Iraq, from the date this agreement takes effect. Importing such materials and re-exporting, transporting and using these materials would not expose them to searches. Also these materials are not subject to licensing or any other restrictions or taxing or customs or any other charges imposed in Iraq in accordance with the definition in item 10 of article 2. U.S authorities have to file to the Iraqi authorities the suitable documents ensuring that these materials are imported by the U.S forces or those contractors with the U.S. forces for the use of the U.S. forces in implementing this agreement exclusively. According to available security information, the Iraqi authorities have the right to ask the U.S forces, in their presence, to open any container which has imported materials to check its contents. The Iraqi authorities will respect while submitting its request the security requirements of the U.S. forces and will accept if the U.S. forces requested that the verification operations should be carried out in the installations used by the U.S. forces. Iraqi goods exported by the U.S. forces and the contractors with the U.S. forces are not subject to any searches or any restrictions except the requirements of a license. The joint committee with the Ministry of Trade according to the Iraqi law will facilitate the requisition of a license for the purpose of the U.S forces to export goods or commodities that they have bought in Iraq for the purposes of this agreement. Iraq has the right to request a review of any matter related to the implementation of this item. The two parties are to discuss immediately such cases via the Joint Committee, or if necessary, via the Joint Ministerial Committee.

Members of the U.S forces and members of the civilian element can import, re-export, and use the materials and personal equipment for consumption or personal use. Importing, re-exporting, transporting and using such imported materials in Iraq is not subject to licensing, or any restrictions, taxes, collections, or any other charges imposed in Iraq as is illustrated in item 10 of article 2. The amount of the imports should be reasonable and suitable for personal use. The U.S authorities should take measures to guarantee that any valuable cultural materials or historical materials related to Iraq are not exported.

Any searches referred to in item 2 by the Iraqi authorities must be carried out quickly in an agreed upon location according to the procedures laid down by the Joint Committee.

Taxes and custom fees, as defined in item 10 of article 2, will be levied upon any imported material that is exempt from custom fees and any other fees according to this agreement and any other fees at the point of sale to individuals or entities not included in the tax exemption or special privileges for import. The buyer should pay these taxes and fees, including the customs fee, for the materials that have been sold. The amount of tax and customs paid will be estimated at the time of their sale inside Iraq.

Importing and using the materials referred in the above mentioned items of this article are prohibited for commercial purposes.

Article 16

Taxes

No taxes, charges or government duties are levied as defined in item 10 of article 2, which are estimated and levied on Iraqi territory for commodities and services bought inside Iraq by the U.S. forces or on their behalf for official purposes. And no other levy is placed on commodities and services that are bought inside Iraq on behalf of the U.S. forces.

Members of the U.S forces and the civilian element do not bear the responsibility of paying any tax, charge or government collection whose value is determined and levied inside the Iraqi territory unless in exchange for services requested and rendered.

Article 17

Licenses and Permits

Valid driving licenses issued by U.S authorities to the members of the U.S. forces and the civilian element and employees of contractors with the [United States](#) are accepted by the Iraqi authorities. Those who carry these licenses do not have to take a test or pay any fee to drive their vehicles, ships and planes that belong to the U.S forces in Iraq.

The valid driving licenses issued by the U.S authorities to the members of the U.S forces and the civilian element and the employees of the contractors with the [United States](#) are accepted by the Iraqi authorities when they use their own cars on Iraqi territory without taking a test or paying a fee.

All the professional licenses issued by the U.S authorities to the members of the U.S forces and the civilian element and employees of contractors with the [United States](#) are accepted by the Iraqi authorities on the condition that these licenses are related to the services they perform within the frame of performing their official or contracted duties to support the U.S

forces and the members of the civilian element and contractors with the [United States](#) and the employees who work for those contractors, according to the conditions agreed upon by both parties.

Article 18

Military and Official Vehicles

The official vehicles are to carry Iraqi license plates, which are agreed upon between the two parties. The Iraqi authorities, upon the request by the authorities of the U.S. forces, will issue license plates for the official vehicles of the U.S. forces without fees and according to procedures approved by the Iraqi armed forces. The U.S. authorities pay the Iraqi authorities the cost of the license plates.

Licensing and registration authorizations issued by the authorities of the U.S. forces for official vehicles of the U.S. forces are accepted by the Iraqi authorities.

Military vehicles used by the U.S. forces exclusively are exempt from the licensing and registration requirements and these vehicles are to be marked by clear numbers.

Article 19

Support Activities Services

The U.S. forces or those who act on behalf of the U.S. forces have the right to build and administer activities and entities inside the installations and areas agreed upon through which they supply services to the members of the U.S. forces and the civilian element, the contractors with the [United States](#) and the employees of the contractors with the [United States](#). These entities and activities include; military mail, financial services, stores for selling food, medication and other commodities and services, other places for providing entertainment, wire and wireless communications, including cable and radio broadcasting. Constructing these services does not require a license.

The entertainment, media and radio services, which are outside of the installations and areas agreed upon, fall under Iraqi law.

These supporting activities and services are limited to the members of the U.S. forces and the civilian element, contractors with the [United States](#) and their employees and individuals and entities the two parties agree upon. The authorities of the U.S. forces should take suitable measures to prevent the misuse of the services mentioned above and to prevent the sale or re-sale of the services mentioned above to persons who are not permitted to reach these entities and benefit from the services they present. The U.S. forces determine the broadcasting transmissions for radio and television program for the authorized receivers.

The entities and activities mentioned in this article enjoy the same financial and customs exemption as do the U.S. forces, including the guaranteed exemptions in articles 15 and 16 of this agreement. Running and administering these entities and activities that provide services according to [United States](#) regulations will not require taxes or any other charges for the activities related to their operation.

Mail sent through military mail services should have the verification of the [United States](#)

authorities, and this mail will be exempt from searching, examination and confiscation by the Iraqi authorities with the exception of unofficial mail that may be monitored electronically. The Joint Committee will handle such issues that stem from the implementation of this item and they will be settled by the agreement of the two parties. The related joint sub-committee will regularly search for the mechanisms by the U.S. authorities to verify military mail.

Article 20

Currency and Foreign Exchange

The U.S. forces have the right to use any amount of U.S. currency or financial assets whose values are determined by American currency for the purposes of this agreement exclusively. The use of the U.S. forces of Iraqi currency and private banks should be according to the Iraqi laws.

The U.S. forces are not permitted to export Iraqi currency from Iraq and are to take measures to guarantee that none of the members of the U.S. forces and the civilian element, contractors with the [United States](#) and the employees working for the contractors with the [United States](#) to export the Iraqi currency from Iraq.

Article 21

Claims

Except for claims that stem from contracts, both parties forgo their right to demand the other party to compensate for any damages, loss or destruction of properties of the armed forces or the civilian element of either party or to demand compensation for injuries or deaths that may happen to members of the armed forces or the of civilian element that are a result of carrying out their official duty in Iraq.

U.S. authorities should pay fair and reasonable compensation to settle entitled claims for any third party, that may stem from actions of members of the U.S. forces and the civilian element or as a result of their negligence, malfeasance or during their official duty or may be related to non-combat activities of US forces. U.S. authorities may settle entitlement claims that do not stem from performing their official duty as quickly as possible according to laws and regulations of the [United States](#). When settling the claims, the authorities of the U.S. forces take into consideration any report regarding an investigation or opinion issued by Iraqi authorities concerning the responsibility or volume of damages.

Both parties consult immediately through the Joint Committee or if it is necessary through the Joint Ministerial Committee in the cases that need revision and that have been mentioned in item 1 and 2 above, according to the request of one of the parties.

Article 22

Detention

It is not permitted for the U.S. forces to detain or arrest any person (except the detention or arrest of a member of the US forces or the civilian element) unless it is in accordance with an Iraqi decision issued under Iraqi law implementing Article Four.

If US forces detain or arrest persons as is permitted under this agreement or under Iraqi law, they should be turned over to the specialized Iraqi authorities within 24 hours of their detention or arrest.

Iraqi authorities can request assistance from U.S. forces for the purpose of detaining or arresting wanted persons.

The U.S. forces shall provide the Iraqi Government with the available information about all the detainees when this agreement is implemented. The specialized Iraqi authorities shall issue arrest warrants for those who are wanted. The U.S. forces will coordinate completely and effectively with the Iraqi government for the handover of the wanted people to it, according to valid Iraqi arrest warrants and release all other detainees in an organized and secure way unless the Iraqi government requests otherwise under article 4 of this agreement.

U.S. forces are not permitted to search houses or other premises unless it is in accordance with an Iraqi judicial order issued for this purpose with complete coordination with the Iraqi government, except in cases where there is actual combat which comes under Article 4.

Article 23

Implementation

The implementation of this agreement and the settlement of resulting disputes regarding explanations and implementation are the responsibility of the following commissions:

Forming a Joint Ministerial Committee whose members are persons on the ministerial level determined by both parties. This Joint Ministerial Committee undertakes reviewing and resolving the basic necessary issues to explain and implement this agreement.

The Joint Ministerial Committee will undertake the formation of the Joint Military Operation Coordinating Committee (JMOCC) that is composed of representatives of both parties. There will be a Joint Chairmanship of the Joint Military Operation Cooperating Committee (JMOCC) from the two parties.

The Joint Ministerial Committee also forms a joint committee composed of representatives chosen by the two parties and jointly headed by a representative from each party. This committee undertakes reviewing and resolving all the issues related to this agreement that is not the specialization of the Joint Military Operations Coordinating Committee (JMOCC).

The joint committee forms according to item (3) of this article joint subcommittees in various fields who undertake reviewing the issues that stem from this agreement according to their specializations.

Article 24

Withdrawal of American Forces from Iraq

Admitting to the performance of Iraqi forces, their increased capabilities and assuming full responsibility for security and based upon the strong relationship between the two parties the two parties agreed to the following:

All U.S. forces are to withdraw from all Iraqi territory, water and airspace no later than the 31st of December of 2011.

All U.S. combat forces are to withdraw from Iraqi cities, villages, and towns not later than the date that Iraqi forces assume complete responsibility of security in any Iraqi province. The withdrawal of U.S. forces from the above-mentioned places is on a date no later than the 30 June 2009. The withdrawing U.S. forces mentioned in item (2) above are to gather in the installations and areas agreed upon that are located outside of cities, villages and towns that will be determined by the Joint Military Operation Coordinating Committee (JMOCC) before the date determined in item (2) above.

The [United States](#) admits to the sovereign right of the Iraqi government to demand the departure of the U.S. forces from Iraq at anytime. The Iraqi government admits to the sovereign right of the [United States](#) to withdraw U.S. forces from Iraq at anytime.

The two parties agree to put a mechanism and preparations for reducing the number of U.S. forces during the appointed period. And they are to agree on the locations where the forces are to settle.

Article 25

The Procedures of Lifting Article Seven from Iraq

Recognizing the Iraqi government's right not to request the renewal of the United Nations mandate and the authorization granted to the Multi-National Force Iraq according to chapter seven that is included in the International Security Council's resolution number (1790) (2007) the authorization that will expire on 31 December 2008,

And referring to the two letters directed to the International Security Council: the letter from the Iraqi Prime Minister and the letter from the American Secretary of State dated 7 and 10 December 2007, respectively and they are annexed to resolution (1790),

Noting the third part of the Declaration of Principles regarding the cooperation and long term friendship that was signed by the President of [United States](#) of America and the Prime Minister of Iraq on 26 November 2007 which registered in history the Iraqi call for extending the period of the above mentioned mandate for the last time to end on a date no later than 31 December 2008,

Admitting to the great and positive developments in Iraq and reminding that the situation in Iraq is basically different than the situation that was prevalent when the Security Council adopted the resolution number (661) in (1990), and especially as the danger that the Iraqi government used to represent to international peace and security is gone:

The two parties emphasize, as to this issue, that at the end of the working day on 31 December 2008 which terminates the mandate and authorization granted to the Multi-National Force Iraq according to Chapter Seven, that is included in the resolution of the International Security Council number (1790), Iraq should regain its legal and international position that it enjoyed before adoption of resolution (661) (1990) by the U.N. Security Council. And they confirm that the [United States](#) will do its best to help Iraq to take the necessary steps to achieve that on 31 December 2008.

Article 26

Iraqi Assets

In order to enable Iraq to continue developing its national economy by rehabilitating the Iraqi economic infrastructures and also to provide the basic vital services for the Iraqi people and to continue to preserve Iraqi resources such as petroleum, gas and other resources and also to preserve its financial and economic assets abroad, including the Development Fund of Iraq, the [United States](#) of America guarantees its best effort in order to:

Support Iraq to cancel its international debts that resulted from the policy of the former regime.

Support Iraq to reach a final and comprehensive decision regarding the demands of compensation that Iraq inherited from the former regime that have not been resolved yet, including the demands of compensation that was imposed on Iraq by the International Security Council.

Admitting to the concern that Iraq shows towards the demands based upon the actions committed by the former regime and in understanding of this matter, the President of the [United States](#) will use his authority to provide the protection for the Development Fund of Iraq and other specific assets that Iraq partly owns from the American judicial system. The [United States](#) will stay committed in a complete and effective way with the Iraqi government to continue this protection and in regard to those demands.

Based on a letter that will be sent from the President of the [United States](#) to the Prime Minister of Iraq, the [United States](#) will remain committed to helping Iraq in regard to the demand it submitted to the Security Council to extend the protection and other arrangements regarding petroleum, petroleum products and natural gas produced in Iraq and the resources and commitments that stem from these sales and the Development Fund of Iraq, these are the arrangements defined in the two resolutions of the Security Council (1483)(2003) and (1546)(2003).

Article 27

Deterrence Security Dangers

In order to support the security and stability in Iraq and to contribute to establishing international peace and stability, both parties seek actively to strengthen the political and military abilities for the Republic of Iraq and to enable Iraq to deter the dangers that threaten its sovereignty and political independence, the unity of its land and its democratic federal constitutional system, they agreed upon the following:

When any external or internal danger emerges against Iraq or an aggression upon it violates its sovereignty, its political stability, the unity of its land, water, and airspace or threatens its democratic system or its elected establishments and according to the request of the Iraqi government, the two parties will immediately start strategic talks and according to what they will agree on between them the [United States](#) will undertake the appropriate measures that include diplomatic, economic, military or any other measure required to deter this threat.

Both parties agree to continue their strong cooperation to strengthen and maintain the military, security and democratic political institutions in Iraq in accordance with what they agree upon, cooperation, supplying and arming the Iraqi Security Forces for the prevention

of local and international terrorism and outlaw groups, upon the request of the Iraqi government.

It is not permitted to use Iraqi land, water and airspace as a route or launching pad for attacks against other countries.

Article 28

The Green Zone

When this agreement takes effect the Iraqi government undertakes complete responsibility of the Green Zone.

The Iraqi government may request limited, temporary support from the U.S. forces for the Iraqi authorities regarding the mission of securing the Green Zone and when submitting such a request the related Iraqi authorities are to work in collaboration with the U.S. forces regarding security in the Green Zone during a time period determined by Iraq government.

Article 29

Arrangement for Implementation

Whenever there is a need, both parties lay down appropriate mechanisms for the implementation of the articles of this agreement including the articles that do not include specified mechanisms for implementation.

Article 30

Time Period of Validity of this Agreement

This agreement is valid for three years unless it is terminated by one of the parties before that period ends in accordance with item (3) of this article.

This agreement is not to be amended unless by formal written approval of both parties and in accordance with the constitutional procedures in both countries.

The validity of this agreement will terminate after one year from the date that either of the two parties receives written notification for termination.

This agreement will take effect on the first day of January 2009 after both parties have exchanged diplomatic memorandums concerning the completion of necessary procedures for both parties to implement the agreement in accordance with the valid constitutional procedures of both parties.

This agreement has been signed in Baghdad on the 17th day of the month of November, 2008 in two original copies in both the Arabic and English languages and both texts are equal in legal procedures.

Thanks to William Bowles for bringing this text to our attention.
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