

Status of Forces Agreement

between
The Republic of Iraq and the
United States of America



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Agreement between the United States of America and the Republic of Iraq
on the withdrawal of United States forces from Iraq and
the organization of their activities during their temporary presence in Iraq



Geneva Centre for the
Democratic Control of
Armed Forces (DCAF)

About DCAF

The Geneva Centre for the Democratic Control of Armed Forces (DCAF) promotes good governance and reform of the security sector. The Centre conducts research on good practices, encourages the development of appropriate norms at the national and international levels, makes policy recommendations and provides in-country advice and assistance programmes. DCAF's partners include governments, parliaments, civil society, international organisations and security sector actors such as police, judiciary, intelligence agencies, border security services and the military. Further information on DCAF is available at: www.dcaf.ch

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Introduction to the Toolkit

Legislating for the security sector is a complex and difficult task. Many lawmakers thus find it tempting to copy legislation from other countries. This expedites the drafting process, especially when the texts are available in the language of the lawmaker, but more often than not, the result is poor legislation.

Even after being amended, the copied laws are often out of date before coming into effect. They may no longer be in line with international standards or they may not fully respond to the requirements of the local political and societal context. Copied laws are sometimes inconsistent with the national legislation in place.

In some cases, there is simply no model law available in the region for the type of legislation that is needed. This has been the case in the Arab region, where the security sector has only slowly begun to be publicly debated. It is thus difficult to find good model laws for democratic policing or for parliamentary oversight of intelligence services.

It is therefore not surprising that many Arab lawmakers have felt frustrated, confused, and overwhelmed by the task of drafting legislation for the security sector. They found it difficult to access international norms and standards because little or no resources were available in Arabic. Many of them did not know where to search for model laws and several were about to give up. Some eventually turned to DCAF for assistance.

The idea of a practical toolkit for legislators in the Arab region came when practitioners began looking for a selection of standards, norms and model laws in Arabic that would help them draft new legislation. Experts from the Arab region and DCAF thus decided to work together and develop some practical tools.

Who is this toolkit for?

This toolkit is primarily addressed to all those who intend to create new or develop existing security sector legislation. This includes parliamentarians, civil servants, legal experts and nongovernmental organisations. The

toolkit may also be helpful to security officials and, as a reference tool, to researchers and students interested in security sector legislation.

What is in the toolkit?

The bilingual toolkit contains a number of booklets in English and Arabic that provide norms and standards, guidebooks as well as practical examples of model laws in various areas of security sector legislation.

The following series have been published or are being processed:

- Police legislation
- Intelligence legislation
- Military Justice legislation
- Status of Forces Agreements

Additional series will be added as the needs arise. The existing series can easily be expanded through the addition of new booklets, based on demand from the Arab region.

For the latest status of publications please visit: www.dcaf.ch/publications

What is the purpose of this toolkit?

The toolkit seeks to assist lawmakers in the Arab region in responding to citizens' expectations. Arab citizens demand professional service from police and security forces, which should be effective, efficient and responsive to their needs. They want police and security organisations and their members to abide by the law and human right norms and to be accountable for their performance and conduct. The toolkit thus promotes international standards in security sector legislation, such as democratic oversight, good governance and transparency.

The toolkit offers easy access in Arabic and English to international norms as well as examples of legislation outside the Arab region. This allows

to compare between different experiences and practices.

The scarcity of Arab literature on security sector legislation has been a big problem for Arab lawmakers. The toolkit seeks to address this deficiency. One of its aims is to reduce time lawmakers spend on searching for information, thus allowing them to concentrate on their main task. With more information becoming available in Arabic, many citizens and civil society groups may find it easier to articulate their vision of the type of police and security service they want and to contribute to the development of a modern and strong legal framework for the security sector.

Why is it important to have a strong legal framework for the security sector?

A sound legal framework is a precondition for effective, efficient and accountable security sector governance because:

- It defines the role and mission of the different security organizations;
- Defines the prerogatives and limits the power of security organizations and their members;
- Defines the role and powers of institutions, which control and oversee security organizations;
- Provides a basis for accountability, as it draws a clear line between legal and illegal behaviour;
- Enhances public trust and strengthens legitimacy of government and its security forces.

For all these reasons, security sector reform often starts with a complete review and overhaul of the national security sector legislation. The point is to identify and address contradictions and the lack of clarity regarding roles and mandates of the different institutions.

Introduction to SOFAs

What is a SOFA?

A Status of Forces Agreement (SOFA) is a legal framework that defines the position and the modus operandi of a foreign military force in a host state's territory. Often bilateral, it can also be of multilateral character, such as for instance the NATO SOFA between all member states. There is no uniform or standard format for the document, which can vary in length and specificity. For instance the SOFA between the US and Bangladesh consists of 5 clauses and has been drafted on one page, whereas the one between the U.S. and Germany exceeds 200 pages. One can differentiate SOFAs between "Bare-Bone SOFAs" (often simply an exchange of diplomatic notes), "Mission-specific SOFAs" (often bilateral) and "Comprehensive SOFAs" (often multilateral). While some SOFAs are publicly available, others remain classified.

What does a SOFA provide for?

Status of forces agreements are used to define the rights and obligations of militaries operating on foreign soil and the amenability of the force or its members to the local law or to the authority of local officials. A SOFA can detail everything from how soldiers wear their uniforms, carry weapons or the use of radio frequencies, to how their mail is delivered as well as custom regulations. But the most common issue addressed is the legal jurisdiction, be it exclusive or shared, over the foreign forces, personnel and their dependents. It concerns criminal as well as civil jurisdiction. Its objective is to provide legal certainty for personnel of both, foreign and home, services as well as the citizens of the host country.

Why to establish a SOFA?

States have different reasons for accepting foreign troops on their soil. Some of which may be military alliance or cooperation, for instance for training purposes, peace keeping missions or post-conflict peace building. The foreign forces primarily aim at protecting their personnel who may be subject to

criminal trial by foreign courts and imprisonment in foreign jails. The host countries interests are to provide for clear jurisdiction over legal issues with the foreign power and to protect political and judicial sovereignty to a maximum extent. Without a SOFA, jurisdiction remains unclear, the rule of law can not be guaranteed and accountability can not be assured.

SOFA in war and peace time

A SOFA is a mutually agreed accord between states that are not in bellicose relations. In some case the approval of a SOFA marks the transition between occupation and peace building. Therefore it does not address International Humanitarian Law, as laid down in The Hague and Geneva Conventions. In the event of armed conflict between parties to a SOFA, the terms of the agreement would no longer be applicable. Furthermore, a SOFA is not a mutual defense or security agreement. The existence of a SOFA does not affect or diminish the parties inherent right of self-defense under international law.

The UN General Assembly has published a "Model status-of-force agreement for peace-keeping operations" (A/45/594, 9 October 1990). The model is intended to serve as a basis for the drafting of individual agreements to be concluded between the United Nations and countries on whose territory peace-keeping operations are deployed.

Emergence of the SOFA between Iraq and the U.S.

From a Security Council Resolution to a bilateral agreement

Although the United Nations Security Council did not legitimise the invasion of Iraq, it reassessed the situation and found it necessary to provide a legal basis for the facts created on the ground. Thus, it adopted the Resolution 1511 on 16 October 2003, which regulates rights and duties of the occupying forces in Iraq. The occupation included civil administration of the country. Some restricted Iraqi sovereignty was regained in June 2004 when the Coalition Provisional Authority handed over civil administration to a representative Iraqi interim government. In June 2007 the Iraqi parliament called for a time table for the withdrawal of US troops and decided about a further extension of the above mentioned Security Council Resolution. Prime Minister Nouri Al Maliki informed the UN Security Council that Iraq will ask a last time for an extension of the resolution until 31 December 2008. Consequently, the judicial position of the US-troops in Iraq were directly affected as of 1 January 2009. In line with the aspiration to consolidate US influence and to stabilise calculability of military costs, the US published on 26 November 2008 a "Declaration of Principles for a Long-Term Relationship of Cooperation and Friendship Between the Republic of Iraq and the United States of America". This initiative aimed at basing the bilateral relations on a new foundation as of 2009. The declaration included dimensions of economic, political and military cooperation. The term for conclusion of the comprehensive contract was set for 31 July 2008. A first draft of the agreement was submitted by the US on 7 March 2008, it comprised far-reaching authorities for the occupying power, such as unauthorised and independent combat operations against internal and external opponents, exclusive control of the Iraqi airspace up to 10'000 meters altitude and control over security related ministries for a period of 10 years.

Negotiation process

The provisions in the above mentioned draft agreement provoked heavy opposition by various Iraqi actors as well as from abroad. Thus, enthusiasm for the start of official negotiations on 11 March 2008 was limited, and talks were suspended by Prime Minister Nouri Al-Maliki due to heavy political pressure on 13 June 2008. But opposition also grew in the US. The intended agreement was seen as to far-reaching, including unattractive obligations, such as a defense agreement to protect Iraq and the integrity of the Iraqi government against any kind of threat. This might entail the US becoming an actor in a potential Iraqi civil war. In April 2008 US-Ambassador to Iraq, Ryan Crocker, came up with a solution to the political impasse. He argued that the declaration of November 2007 in fact contained two agreements: a classical SOFA and a broader strategic framework agreement. Hence, the US government decided to concentrate first on the SOFA. Besides provisions about judicial jurisdiction and immunity, it contained practical provisions, such as regulations on movement of people, goods and vessels, arms and uniforms, locations and cruising radius of occupying forces as well as details, such as post and laundry services or waste disposal. In this slimmed version the agreement remained under the authority of the US government without the need of endorsement by the congress. The bulk of controversial issues remained for the strategic framework agreement, namely provisions about defense and security assistance, number and scope of US military bases, control over resources, privileges of US companies, application of sovereign power and more. For the next phase of negotiations under these new circumstance and possibly to limit political and military damage, US President Bush made important concessions: a schedule for withdrawal of US troops was no longer defined as counterproductive, US military shall pull out Iraqi cities by July 2009, request for immunity for private contractors was recalled, prisoners of war can be handed over to Iraqi authorities after

Iraqi-U.S. Status of Forces Agreement

combat operations, military operations on Iraqi soil need approval of the Iraqi government and US military bases would in no case be used for hostile attacks against third countries.

Upon this, Prime minister Maliki announced resumption of negotiations on 25 August 2008. He mentioned 2011 as realistic for a complete withdrawal of US troops. The US deputy secretary of state, John Negroponte, confirmed this term during his visit in Baghdad on 5 September 2008. Despite the proceeding of negotiations critics remained vibrant. Grand Ayatollah Sayyid Ali Husaini al-Sistani demonstrated his conviction to deny any legitimacy of an agreement without parliamentary approval. Some argued that troop withdrawal concerned only combat troops but not supporting services, such as technicians or logistics, which are actually decisive for the functioning and quality of troops. Through this channel control over Iraqi troops were possible beyond 2011. Immunity concerns remained crucial to the Iraqi side, they would have to be extended from private contractors to members of the U.S. armed forces, at least for all actions outside their garrison. Furthermore, constitutional law judges pointed out that the necessary laws for the signing of such international agreements did not yet exist in Iraq.

Approval process

Further important US concessions involved a ban on US forces to search and raid homes that are not related to combat without Iraqi approval, the right of Iraqis to search shipments of weapons and packages entering the country for U.S. recipients, and the right of Iraq's justice system to prosecute American troops for major premeditated felonies while off-duty and off-base. This judicial procedures will be subject to a joint U.S.-Iraq committee if the US certifies the forces were off-duty. In October 2008, Nouri Al-Maliki circulated the draft SOFA within the Iraqi National Security Council before sending it to the Council of Ministers, which approved it on 16 November 2008. The vote was passed by 27 of the 37-member cabinet, of which nine members were absent and one opposing. The agreement was then signed by Iraqi Foreign Minister Hoshiyar Zebari and U.S. ambassador Ryan Crocker during an official ceremony. Iraq's Parliament ratified the SOFA on

27 November 2008. It was supported by 149 of 275 members (about 54%) from SCIRI, Dawa, the two Kurdish parties and members of the Sunni-based Iraqi Accord Front. The pact was opposed by 35 members, mostly from the Sadrist bloc. 91 members did not vote, 15 of which abstained the others did not show up to vote.

On 4 December 2008, Iraq's presidential council approved the security pact. The Presidency Council of Iraq consists of one President and two deputies, or Vice-Presidents, representing the three main factions. The Council must agree to all decisions unanimously. The council decision marked the final hurdle for the pact in terms of Iraqi government or legislative approval.

A referendum of Iraqis was supposed to be held in July 2009 on the pact. In mid-June 2009 Faraj Al-Haydari, head of the independent high electoral commission, affirmed that the commission did not receive any official notification from Parliament on the referendum over the status of forces agreement. The referendum is now supposed to take place on 31 January 2010, together with parliamentary elections.

The Status of Forces Agreement

Agreement between the United States of America and the Republic of Iraq on the withdrawal of United States forces from Iraq and the organization of their activities during their temporary presence in Iraq

Preamble

The United States of America and the Republic of Iraq, referred to hereafter as “the Parties”:

Recognizing the importance of: strengthening their joint security, contributing to world peace and stability, combating terrorism in Iraq, and cooperating in the security and defense spheres, thereby deterring aggression and threats against the sovereignty, security, and territorial integrity of Iraq and against its democratic, federal, and constitutional system;

Affirming that such cooperation is based on full respect for the sovereignty of each of them in accordance with the purposes and principles of the United Nations Charter;

Out of a desire to reach a common understanding that strengthens cooperation between them;

Without prejudice to Iraqi sovereignty over its territory, waters, and airspace; and

Pursuant to joint undertakings as two sovereign, independent, and coequal countries;

Have agreed to the following:

Article 1

Scope and Purpose

This Agreement shall determine the principal provisions and requirements that regulate the temporary presence, activities, and withdrawal of the United States Forces from Iraq.

Article 2

Definition of Terms

1. “Agreed facilities and areas” are those Iraqi facilities and areas owned by the Government of Iraq that are in use by the United States Forces during the period in which this Agreement is in force.
2. “United States Forces” means the entity comprising the members of the United States Armed Forces, their associated civilian component, and all property, equipment, and materiel of the United States Armed Forces present in the territory of Iraq.
3. “Member of the United States Forces” means any individual who is a member of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
4. “Member of the civilian component” means any civilian employed by the United States Department of Defense. This term does not include individuals normally resident in Iraq.
5. “United States contractors” and “United States contractor employees” mean non-Iraqi persons or legal entities, and their employees, who are citizens of the United States or a third country and who are in Iraq to supply goods, services, and security in Iraq to or on behalf of the United States Forces under a contract or subcontract with or for the United States Forces. However, the terms do not include persons or legal entities normally resident in the territory of Iraq.
6. “Official vehicles” means commercial vehicles that may be modified for security purposes and are basically designed for movement on various roads and designated for transportation of personnel.
7. “Military vehicles” means all types of vehicles used by the United States Forces, which were originally designated for use in combat operations and display special distinguishing numbers and symbols according to applicable

United States Forces instructions and regulations.

8. "Defense equipment" means systems, weapons, supplies, equipment, munitions, and materials exclusively used in conventional warfare that are required by the United States Forces in connection with agreed activities under this Agreement and are not related, either directly or indirectly, to systems of weapons of mass destruction (chemical weapons, nuclear weapons, radiological weapons, biological weapons, and related waste of such weapons).
9. "Storage" means the keeping of defense equipment required by the United States Forces in connection with agreed activities under this Agreement.
10. "Taxes and duties" means all taxes, duties (including customs duties), fees, of whatever kind, imposed by the Government of Iraq, or its agencies, or governorates under Iraqi laws and regulations. However, the term does not include charges by the Government of Iraq, its agencies, or governorates for services requested and received by the United States Forces.

Article 3

Laws

1. While conducting military operations pursuant to this Agreement, it is the duty of members of the United States Forces and of the civilian component to respect Iraqi laws, customs, traditions, and conventions and to refrain from any activities that are inconsistent with the letter and spirit of this Agreement. It is the duty of the United States to take all necessary measures for this purpose.
2. With the exception of members of the United States Forces and of the civilian component, the United States Forces may not transfer any person into or out of Iraq on vehicles, vessels, or aircraft covered by this Agreement, unless in accordance with applicable Iraqi laws and regulations, including implementing arrangements as may be agreed to by the Government of Iraq.

Article 4

Missions

1. The Government of Iraq requests the temporary assistance of the United States Forces for the purposes of supporting Iraq in its efforts to maintain security and stability in Iraq, including cooperation in the conduct of operations against al-Qaeda and other terrorist groups, outlaw groups, and remnants of the former regime.
2. All such military operations that are carried out pursuant to this Agreement shall be conducted with the agreement of the Government of Iraq. Such operations shall be fully coordinated with Iraqi authorities. The coordination of all such military operations shall be overseen by a Joint Military Operations Coordination Committee (JMOCC) to be established pursuant to this Agreement. Issues regarding proposed military operations that cannot be resolved by the JMOCC shall be forwarded to the Joint Ministerial Committee.
3. All such operations shall be conducted with full respect for the Iraqi Constitution and the laws of Iraq. Execution of such operations shall not infringe upon the sovereignty of Iraq and its national interests, as defined by the Government of Iraq. It is the duty of the United States Forces to respect the laws, customs, and traditions of Iraq and applicable international law.
4. The Parties shall continue their efforts to cooperate to strengthen Iraq's security capabilities including, as may be mutually agreed, on training, equipping, supporting, supplying, and establishing and upgrading logistical systems, including transportation, housing, and supplies for Iraqi Security Forces.
5. The Parties retain the right to legitimate self defense within Iraq, as defined in applicable international law.

Article 5

Property Ownership

1. Iraq owns all buildings, non-relocatable structures, and assemblies connected to the soil that exist on agreed facilities and areas, including those that are used, constructed, altered, or improved by the United States Forces.
2. Upon their withdrawal, the United States Forces shall return to the Government of Iraq all the facilities and areas provided for the use of the combat forces of the United States, based on two lists. The first list of agreed facilities and areas shall take effect upon the entry into force of the Agreement. The second list shall take effect no later than June 30, 2009, the date for the withdrawal of combat forces from the cities, villages, and localities. The Government of Iraq may agree to allow the United States Forces the use of some necessary facilities for the purposes of this Agreement on withdrawal.
3. The United States shall bear all costs for construction, alterations, or improvements in the agreed facilities and areas provided for its exclusive use. The United States Forces shall consult with the Government of Iraq regarding such construction, alterations, and improvements, and must seek approval of the Government of Iraq for major construction and alteration projects. In the event that the use of agreed facilities and areas is shared, the two Parties shall bear the costs of construction, alterations, or improvements proportionately.
4. The United States shall be responsible for paying the costs for services requested and received in the agreed facilities and areas exclusively used by it, and both Parties shall be proportionally responsible for paying the costs for services requested and received in joint agreed facilities and areas.
5. Upon the discovery of any historical or cultural site or finding any strategic resource in agreed facilities and areas, all works of construction, upgrading, or modification shall cease immediately and the Iraqi representatives at the Joint Committee shall be notified to determine appropriate steps in that regard.
6. The United States shall return agreed facilities and areas and any nonrelocatable structures and assemblies on them that it had built, installed, or established during the term of this Agreement, according to mechanisms and priorities set forth by the Joint Committee. Such facilities and areas shall be handed over to the Government of Iraq free of any debts and financial burdens.
7. The United States Forces shall return to the Government of Iraq the agreed facilities and areas that have heritage, moral, and political significance and any non-relocatable structures and assemblies on them that it had built, installed, or established, according to mechanisms, priorities, and a time period as mutually agreed by the Joint Committee, free of any debts or financial burdens.
8. The United States Forces shall return the agreed facilities and areas to the Government of Iraq upon the expiration or termination of this Agreement, or earlier as mutually agreed by the Parties, or when such facilities are no longer required as determined by the JMOCC, free of any debts or financial burdens.
9. The United States Forces and United States contractors shall retain title to all equipment, materials, supplies, relocatable structures, and other movable property that was legitimately imported into or legitimately acquired within the territory of Iraq in connection with this Agreement.

Article 6

Use of Agreed Facilities and Areas

1. With full respect for the sovereignty of Iraq, and as part of exchanging views between the Parties pursuant to this Agreement, Iraq grants access and use of agreed facilities and areas to the United States Forces, United States contractors, United States contractor employees, and other individuals or entities as agreed upon by the Parties.
2. In accordance with this Agreement, Iraq authorizes the United States Forces to exercise within the agreed facilities and areas all rights and powers that may be necessary to establish,

use, maintain, and secure such agreed facilities and areas. The Parties shall coordinate and cooperate regarding exercising these rights and powers in the agreed facilities and areas of joint use.

3. The United States Forces shall assume control of entry to agreed facilities and areas that have been provided for its exclusive use. The Parties shall coordinate the control of entry into agreed facilities and areas for joint use and in accordance with mechanisms set forth by the JMOCC. The Parties shall coordinate guard duties in areas adjacent to agreed facilities and areas through the JMOCC.

Article 7

Positioning and Storage of Defense Equipment

The United States Forces may place within agreed facilities and areas and in other temporary locations agreed upon by the Parties defense equipment, supplies, and materials that are required by the United States Forces in connection with agreed activities under this Agreement. The use and storage of such equipment shall be proportionate to the temporary missions of the United States Forces in Iraq pursuant to Article 4 of this Agreement and shall not be related, either directly or indirectly, to systems of weapons of mass destruction (chemical weapons, nuclear weapons, radiological weapons, biological weapons, and related waste of such weapons). The United States Forces shall control the use and relocation of defense equipment that they own and are stored in Iraq. The United States Forces shall ensure that no storage depots for explosives or munitions are near residential areas, and they shall remove such materials stored therein. The United States shall provide the Government of Iraq with essential information on the numbers and types of such stocks.

Article 8

Protecting the Environment

Both Parties shall implement this Agreement in a manner consistent with protecting the natural environment and human health and safety. The United States reaffirms its commitment to respecting applicable Iraqi environmental laws, regulations, and standards in the course of executing its policies for the purposes of implementing this Agreement.

Article 9

Movement of Vehicles, Vessels, and Aircraft

1. With full respect for the relevant rules of land and maritime safety and movement, vessels and vehicles operated by or at the time exclusively for the United States Forces may enter, exit, and move within the territory of Iraq for the purposes of implementing this Agreement. The JMOCC shall develop appropriate procedures and rules to facilitate and regulate the movement of vehicles.
2. With full respect for relevant rules of safety in aviation and air navigation, United States Government aircraft and civil aircraft that are at the time operating exclusively under a contract with the United States Department of Defense are authorized to over-fly, conduct airborne refueling exclusively for the purposes of implementing this Agreement over, and land and take off within the territory of Iraq for the purposes of implementing this Agreement. The Iraqi authorities shall grant the aforementioned aircraft permission every year to land in and take off from Iraqi territory exclusively for the purposes of implementing this Agreement. United States Government aircraft and civil aircraft that are at the time operating exclusively under a contract with the United States Department of Defense, vessels, and vehicles shall not have any party boarding them without the consent of the authorities of the United States Forces. The Joint Sub-Committee concerned with this matter shall take appropriate action to

facilitate the regulation of such traffic.

3. Surveillance and control over Iraqi airspace shall transfer to Iraqi authority immediately upon entry into force of this Agreement.
4. Iraq may request from the United States Forces temporary support for the Iraqi authorities in the mission of surveillance and control of Iraqi air space.
5. United States Government aircraft and civil aircraft that are at the time operating exclusively under contract to the United States Department of Defense shall not be subject to payment of any taxes, duties, fees, or similar charges, including overflight or navigation fees, landing, and parking fees at government airfields. Vehicles and vessels owned or operated by or at the time exclusively for the United States Forces shall not be subject to payment of any taxes, duties, fees, or similar charges, including for vessels at government ports. Such vehicles, vessels, and aircraft shall be free from registration requirements within Iraq.
6. The United States Forces shall pay fees for services requested and received.
7. Each Party shall provide the other with maps and other available information on the location of mine fields and other obstacles that can hamper or jeopardize movement within the territory and waters of Iraq.

Article 10

Contracting Procedures

The United States Forces may select contractors and enter into contracts in accordance with United States law for the purchase of materials and services in Iraq, including services of construction and building. The United States Forces shall contract with Iraqi suppliers of materials and services to the extent feasible when their bids are competitive and constitute best value. The United States Forces shall respect Iraqi law when contracting with Iraqi suppliers and contractors and shall provide Iraqi authorities with the names of Iraqi suppliers and contractors, and the amounts of relevant contracts.

Article 11

Services and Communications

1. The United States Forces may produce and provide water, electricity, and other services to agreed facilities and areas in coordination with the Iraqi authorities through the Joint Sub-Committee concerned with this matter.
2. The Government of Iraq owns all frequencies. Pertinent Iraqi authorities shall allocate to the United States Forces such frequencies as coordinated by both Parties through the JMOCC. The United States Forces shall return frequencies allocated to them at the end of their use not later than the termination of this Agreement.
3. The United States Forces shall operate their own telecommunications systems in a manner that fully respects the Constitution and laws of Iraq and in accordance with the definition of the term “telecommunications” contained in the Constitution of the International Union of Telecommunications of 1992, including the right to use necessary means and services of their own systems to ensure the full capability to operate systems of telecommunications.
4. For the purposes of this Agreement, the United States Forces are exempt from the payment of fees to use transmission airwaves and existing and future frequencies, including any administrative fees or any other related charges.
5. The United States Forces must obtain the consent of the Government of Iraq regarding any projects of infrastructure for communications that are made outside agreed facilities and areas exclusively for the purposes of this Agreement in accordance with Article 4, except in the case of actual combat operations conducted pursuant to Article 4.
6. The United States Forces shall use telecommunications systems exclusively for the purposes of this Agreement.

Article 12

Jurisdiction

Recognizing Iraq's sovereign right to determine and enforce the rules of criminal and civil law in its territory, in light of Iraq's request for temporary assistance from the United States Forces set forth in Article 4, and consistent with the duty of the members of the United States Forces and the civilian component to respect Iraqi laws, customs, traditions, and conventions, the Parties have agreed as follows:

1. Iraq shall have the primary right to exercise jurisdiction over members of the United States Forces and of the civilian component for the grave premeditated felonies enumerated pursuant to paragraph 8, when such crimes are committed outside agreed facilities and areas and outside duty status.
2. Iraq shall have the primary right to exercise jurisdiction over United States contractors and United States contractor employees.
3. The United States shall have the primary right to exercise jurisdiction over members of the United States Forces and of the civilian component for matters arising inside agreed facilities and areas: during duty status outside agreed facilities and areas; and in circumstances not covered by paragraph 1.
4. At the request of either Party, the Parties shall assist each other in the investigation of incidents and the collection and exchange of evidence to ensure the due course of justice.
5. Members of the United States Forces and of the civilian component arrested or detained by Iraqi authorities shall be notified immediately to United States Forces authorities and handed over to them within 24 hours from the time of detention or arrest. Where Iraq exercises jurisdiction pursuant to paragraph 1 of this Article, custody of an accused member of the United States Forces or of the civilian component shall reside with United States Forces authorities. United States Forces authorities shall make such accused persons available to the Iraqi authorities for purposes of investigation and trial.
6. The authorities of either Party may request the authorities of the other Party to waive its primary right to jurisdiction in a particular case. The Government of Iraq agrees to exercise jurisdiction under paragraph 1 above, only after it has determined and notifies the United States in writing within 21 days of the discovery of an alleged offense, that it is of particular importance that such jurisdiction be exercised.
7. Where the United States exercises jurisdiction pursuant to paragraph 3 of this Article, members of the United States Forces and of the civilian component shall be entitled to due process standards and protections pursuant to the Constitution and laws of the United States. Where the offense arising under paragraph 3 of this Article may involve a victim who is not a member of the United States Forces or of the civilian component, the Parties shall establish procedures through the Joint Committee to keep such persons informed as appropriate of: the status of the investigation of the crime; the bringing of charges against a suspected offender; the scheduling of court proceedings and the results of plea negotiations; opportunity to be heard at public sentencing proceedings, and to confer with the attorney for the prosecution in the case; and, assistance with filing a claim under Article 21 of this Agreement. As mutually agreed by the Parties, United States Forces authorities shall seek to hold the trials of such cases inside Iraq. If the trial of such cases is to be conducted in the United States, efforts will be undertaken to facilitate the personal attendance of the victim at the trial.
8. Where Iraq exercises jurisdiction pursuant to paragraph 1 of this Article, members of the United States Forces and of the civilian component shall be entitled to due process standards and protections consistent with those available under United States and Iraqi law. The Joint Committee shall establish procedures and mechanisms for implementing this Article, including an enumeration of the grave premeditated felonies that are subject to paragraph 1 and procedures that meet such due process standards and protections. Any exercise of jurisdiction pursuant to paragraph 1 of this Article may proceed only in accordance with these procedures and mechanisms.

9. Pursuant to paragraphs 1 and 3 of this Article, United States Forces authorities shall certify whether an alleged offense arose during duty status. In those cases where Iraqi authorities believe the circumstances require a review of this determination, the Parties shall consult immediately through the Joint Committee, and United States Forces authorities shall take full account of the facts and circumstances and any information Iraqi authorities may present bearing on the determination by United States Forces authorities.
 10. The Parties shall review the provisions of this Article every 6 months including by considering any proposed amendments to this Article taking into account the security situation in Iraq, the extent to which the United States Forces in Iraq are engaged in military operations, the growth and development of the Iraqi judicial system, and changes in United States and Iraqi law.
2. Iraqi authorities shall have the right to inspect and verify the lists of names of members of the United States Forces and of the civilian component entering and leaving Iraq directly through the agreed facilities and areas. Said lists shall be submitted to Iraqi authorities by the United States Forces. For purposes of this Agreement, members of the United States Forces and of the civilian component may enter and leave Iraq through agreed facilities and areas requiring only identification cards issued for them by the United States. The Joint Committee shall assume the task of setting up a mechanism and a process for inspecting and verifying the validity of these documents.

Article 15

Import and Export

1. For the exclusive purposes of implementing this Agreement, the United States Forces and United States contractors may import, export (items bought in Iraq), re-export, transport, and use in Iraq any equipment, supplies, materials, and technology, provided that the materials imported or brought in by them are not banned in Iraq as of the date this Agreement enters into force. The importation, re-exportation, transportation, and use of such items shall not be subject to any inspections, licenses, or other restrictions, taxes, customs duties, or any other charges imposed in Iraq, as defined in Article 2, paragraph 10. United States Forces authorities shall provide to relevant Iraqi authorities an appropriate certification that such items are being imported by the United States Forces or United States contractors for use by the United States Forces exclusively for the purposes of this Agreement. Based on security information that becomes available, Iraqi authorities have the right to request the United States Forces to open in their presence any container in which such items are being imported in order to verify its contents. In making such a request, Iraqi authorities shall honor the security requirements of the United States Forces and, if requested to do so by the United States Forces, shall make such verifications in facilities used by the United States Forces. The

Article 13

Carrying Weapons and Apparel

Members of the United States Forces and of the civilian component may possess and carry weapons that are owned by the United States while in Iraq according to the authority granted to them under orders and according to their requirements and duties. Members of the United States Forces may also wear uniforms during duty in Iraq.

Article 14

Entry and Exit

1. For purposes of this Agreement, members of the United States Forces and of the civilian component may enter and leave Iraq through official places of embarkation and debarkation requiring only identification cards and travel orders issued for them by the United States. The Joint Committee shall assume the task of setting up a mechanism and a process of verification to be carried out by pertinent Iraqi authorities.

exportation of Iraqi goods by the United States Forces and United States contractors shall not be subject to inspections or any restrictions other than licensing requirements. The Joint Committee shall work with the Iraqi Ministry of Trade to expedite license requirements consistent with Iraqi law for the export of goods purchased in Iraq by the United States Forces for the purposes of this Agreement. Iraq has the right to demand review of any issues arising out of this paragraph. The Parties shall consult immediately in such cases through the Joint Committee or, if necessary, the Joint Ministerial Committee.

2. Members of the United States Forces and of the civilian component may import into Iraq, re-export, and use personal effect materials and equipment for consumption or personal use. The import into, re-export from, transfer from, and use of such imported items in Iraq shall not be subjected to licenses, other restrictions, taxes, custom duties, or any other charges imposed in Iraq, as defined in Article 2, paragraph 10. The imported quantities shall be reasonable and proportionate to personal use. United States Forces authorities will take measures to ensure that no items or material of cultural or historic significance to Iraq are being exported.
3. Any inspections of materials pursuant to paragraph 2 by Iraqi authorities must be done urgently in an agreed upon place and according to procedures established by the Joint Committee.
4. Any material imported free of customs and fees in accordance with this Agreement shall be subjected to taxes and customs and fees as defined in Article 2, paragraph 10, or any other fees valued at the time of sale in Iraq, upon sale to individuals and entities not covered by tax exemption or special import privileges. Such taxes and fees (including custom duties) shall be paid by the transferee for the items sold.
5. Materials referred to in the paragraphs of this Article must not be imported or used for commercial purposes.

Article 16

Taxes

1. Any taxes, duties, or fees as defined in Article 2, paragraph 10, with their value determined and imposed in the territory of Iraq, shall not be imposed on goods and services purchased by or on behalf of the United States Forces in Iraq for official use or on goods and services that have been purchased in Iraq on behalf of the United States Forces.
2. Members of the United States Forces and of the civilian component shall not be responsible for payment of any tax, duty, or fee that has its value determined and imposed in the territory of Iraq, unless in return for services requested and received.

Article 17

Licenses or Permits

1. Valid driver's licenses issued by United States authorities to members of the United States Forces and of the civilian component, and to United States contractor employees, shall be deemed acceptable to Iraqi authorities. Such license holders shall not be subject to a test or fee for operating the vehicles, vessels, and aircraft belonging to the United States Forces in Iraq.
2. Valid driver's licenses issued by United States authorities to members of the United States Forces and of the civilian component, and to United States contractor employees, to operate personal cars within the territory of Iraq shall be deemed acceptable to Iraqi authorities. License holders shall not be subject to a test or fee.
3. All professional licenses issued by United States authorities to members of the United States Forces and of the civilian component, and to United States contractor employees shall be deemed valid by Iraqi authorities, provided such licenses are related to the services they provide within the framework of performing their official duties for or contracts in support of the United States Forces, members of the

civilian component, United States contractors, and United States contractor employees, according to terms agreed upon by the Parties.

Article 18

Official and Military Vehicles

1. Official vehicles shall display official Iraqi license plates to be agreed upon between the Parties. Iraqi authorities shall, at the request of the authorities of the United States Forces, issue registration plates for official vehicles of the United States Forces without fees, according to procedures used for the Iraqi Armed Forces. The authorities of the United States Forces shall pay to Iraqi authorities the cost of such plates.
2. Valid registration and licenses issued by United States authorities for official vehicles of the United States Forces shall be deemed acceptable by Iraqi authorities.
3. Military vehicles exclusively used by the United States Forces will be exempted from the requirements of registration and licenses, and they shall be clearly marked with numbers on such vehicles.

Article 19

Support Activities Services

1. The United States Forces, or others acting on behalf of the United States Forces, may assume the duties of establishing and administering activities and entities inside agreed facilities and areas, through which they can provide services for members of the United States Forces, the civilian component, United States contractors, and United States contractor employees. These entities and activities include military post offices; financial services; shops selling food items, medicine, and other commodities and services; and various areas to provide entertainment and telecommunications services, including radio broadcasts. The establishment of such services

does not require permits.

2. Broadcasting, media, and entertainment services that reach beyond the scope of the agreed facilities and areas shall be subject to Iraqi laws.
3. Access to the Support Activities Services shall be limited to members of the United States Forces and of the civilian component, United States contractors, United States contractor employees, and other persons and entities that are agreed upon. The authorities of the United States Forces shall take appropriate actions to prevent misuse of the services provided by the mentioned activities, and prevent the sale or resale of aforementioned goods and services to persons not authorized access to these entities or to benefit from their services. The United States Forces will determine broadcasting and television programs to authorized recipients.
4. The service support entities and activities referred to in this Article shall be granted the same financial and customs exemptions granted to the United States Forces, including exemptions guaranteed in Articles 15 and 16 of this Agreement. These entities and activities that offer services shall be operated and managed in accordance with United States regulations; these entities and activities shall not be obligated to collect nor pay taxes or other fees related to the activities in connection with their operations.
5. The mail sent through the military post service shall be certified by United States Forces authorities and shall be exempt from inspection, search, and seizure by Iraqi authorities, except for non-official mail that may be subject to electronic observation. Questions arising in the course of implementation of this paragraph shall be addressed by the concerned Joint Sub-Committee and resolved by mutual agreement. The concerned Joint Sub-Committee shall periodically inspect the mechanisms by which the United States Forces authorities certify military mail.

Article 20

Currency and foreign exchange

1. The United States Forces shall have the right to use any amount of cash in United States currency or financial instruments with a designated value in United States currency exclusively for the purposes of this Agreement. Use of Iraqi currency and special banks by the United States Forces shall be in accordance with Iraqi laws.
2. The United States Forces may not export Iraqi currency from Iraq, and shall take measures to ensure that members of the United States Forces, of the civilian component, and United States contractors and United States contractor employees do not export Iraqi currency from Iraq.

Article 21

Claims

1. With the exception of claims arising from contracts, each Party shall waive the right to claim compensation against the other Party for any damage, loss, or destruction of property, or compensation for injuries or deaths that could happen to members of the force or civilian component of either Party arising out of the performance of their official duties in Iraq.
2. United States Forces authorities shall pay just and reasonable compensation in settlement of meritorious third party claims arising out of acts, omissions, or negligence of members of the United States Forces and of the civilian component done in the performance of their official duties and incident to the non-combat activities of the United States Forces. United States Forces authorities may also settle meritorious claims not arising from the performance of official duties. All claims in this paragraph shall be settled expeditiously in accordance with the laws and regulations of the United States. In settling claims, United States Forces authorities shall take into account any report of investigation or opinion

regarding liability or amount of damages issued by Iraqi authorities.

3. Upon the request of either Party, the Parties shall consult immediately through the Joint Committee or, if necessary, the Joint Ministerial Committee, where issues referred to in paragraphs 1 and 2 above require review.

Article 22

Detention

1. No detention or arrest may be carried out by the United States Forces (except with respect to detention or arrest of members of the United States Forces and of the civilian component) except through an Iraqi decision issued in accordance with Iraqi law and pursuant to Article 4.
2. In the event the United States Forces detain or arrest persons as authorized by this Agreement or Iraqi law, such persons must be handed over to competent Iraqi authorities within 24 hours from the time of their detention or arrest.
3. The Iraqi authorities may request assistance from the United States Forces in detaining or arresting wanted individuals.
4. Upon entry into force of this Agreement, the United States Forces shall provide to the Government of Iraq available information on all detainees who are being held by them. Competent Iraqi authorities shall issue arrest warrants for persons who are wanted by them. The United States Forces shall act in full and effective coordination with the Government of Iraq to turn over custody of such wanted detainees to Iraqi authorities pursuant to a valid Iraqi arrest warrant and shall release all the remaining detainees in a safe and orderly manner, unless otherwise requested by the Government of Iraq and in accordance with Article 4 of this Agreement.
5. The United States Forces may not search houses or other real estate properties except by order of an Iraqi judicial warrant and in full coordination with the Government of Iraq, except in the case of actual combat operations conducted pursuant to Article 4.

Article 23

Implementation

Implementation of this Agreement and the settlement of disputes arising from the interpretation and application thereof shall be vested in the following bodies:

1. A Joint Ministerial Committee shall be established with participation at the Ministerial level determined by both Parties. The Joint Ministerial Committee shall deal with issues that are fundamental to the interpretation and implementation of this Agreement.
2. The Joint Ministerial Committee shall establish a JMOCC consisting of representatives from both Parties. The JMOCC shall be co-chaired by representatives of each Party.
3. The Joint Ministerial Committee shall also establish a Joint Committee consisting of representatives to be determined by both Parties. The Joint Committee shall be co-chaired by representatives of each Party, and shall deal with all issues related to this Agreement outside the exclusive competence of the JMOCC.
4. In accordance with paragraph 3 of this Article, the Joint Committee shall establish Joint Sub-Committees in different areas to consider the issues arising under this Agreement according to their competencies.

Article 24

Withdrawal of the United States Forces from Iraq

Recognizing the performance and increasing capacity of the Iraqi Security Forces, the assumption of full security responsibility by those Forces, and based upon the strong relationship between the Parties, an agreement on the following has been reached:

1. All the United States Forces shall withdraw from all Iraqi territory no later than December 31, 2011.
2. All United States combat forces shall withdraw

from Iraqi cities, villages, and localities no later than the time at which Iraqi Security Forces assume full responsibility for security in an Iraqi province, provided that such withdrawal is completed no later than June 30, 2009.

3. United States combat forces withdrawn pursuant to paragraph 2 above shall be stationed in the agreed facilities and areas outside cities, villages, and localities to be designated by the JMOCC before the date established in paragraph 2 above.
4. The United States recognizes the sovereign right of the Government of Iraq to request the departure of the United States Forces from Iraq at any time. The Government of Iraq recognizes the sovereign right of the United States to withdraw the United States Forces from Iraq at any time.
5. The Parties agree to establish mechanisms and arrangements to reduce the number of the United States Forces during the periods of time that have been determined, and they shall agree on the locations where the United States Forces will be present.

Article 25

Measures to Terminate the Application of Chapter VII to Iraq

Acknowledging the right of the Government of Iraq not to request renewal of the Chapter VII authorization for and mandate of the multinational forces contained in United Nations Security Council Resolution 1790 (2007) that ends on December 31, 2008;

Taking note of the letters to the UN Security Council from the Prime Minister of Iraq and the Secretary of State of the United States dated December 7 and December 10, 2007, respectively, which are annexed to Resolution 1790;

Taking note of section 3 of the Declaration of Principles for a Long-Term Relationship of Cooperation and Friendship, signed by the President of the United States and the Prime Minister of Iraq on November 26, 2007, which memorialized Iraq's call for extension of the above-mentioned mandate for a final period, to end not

later than December 31, 2008:

Recognizing also the dramatic and positive developments in Iraq, and noting that the situation in Iraq is fundamentally different than that which existed when the UN Security Council adopted Resolution 661 in 1990, and in particular that the threat to international peace and security posed by the Government of Iraq no longer exists, the Parties affirm in this regard that with the termination on December 31, 2008 of the Chapter VII mandate and authorization for the multinational force contained in Resolution 1790, Iraq should return to the legal and international standing that it enjoyed prior to the adoption of UN Security Council Resolution 661 (1990), and that the United States shall use its best efforts to help Iraq take the steps necessary to achieve this by December 31, 2008.

Article 26

Iraqi Assets

1. To enable Iraq to continue to develop its national economy through the rehabilitation of its economic infrastructure, as well as providing necessary essential services to the Iraqi people, and to continue to safeguard Iraq's revenues from oil and gas and other Iraqi resources and its financial and economic assets located abroad. including the Development Fund for Iraq, the United States shall ensure maximum efforts to:
 - a. Support Iraq to obtain forgiveness of international debt resulting from the policies of the former regime.
 - b. Support Iraq to achieve a comprehensive and final resolution of outstanding reparation claims inherited from the previous regime, including compensation requirements imposed by the UN Security Council on Iraq.
2. Recognizing and understanding Iraq's concern with claims based on actions perpetrated by the former regime, the President of the United States has exercised his authority to protect from. United States judicial process the Development Fund for Iraq and certain other property in which Iraq has an interest. The

United States shall remain fully and actively engaged with the Government of Iraq with respect to continuation of such protections and with respect to such claims.

3. Consistent with a letter from the President of the United States to be sent to the Prime Minister of Iraq, the United States remains committed to assist Iraq in connection with its request that the UN Security Council extend the protections and other arrangements established in Resolution 1483 (2003) and Resolution 1546 (2003) for petroleum, petroleum products, and natural gas originating in Iraq, proceeds and obligations from sale thereof, and the Development Fund for Iraq.

Article 27

Deterrence of Security Threats

In order to strengthen security and stability in Iraq and to contribute to the maintenance of international peace and stability, the Parties shall work actively to strengthen the political and military capabilities of the Republic of Iraq to deter threats against its sovereignty, political independence, territorial integrity, and its constitutional federal democratic system. To that end, the Parties agree as follows:

1. In the event of any external or internal threat or aggression against Iraq that would violate its sovereignty, political independence, or territorial integrity, waters, airspace, its democratic system or its elected institutions, and upon request by the Government of Iraq, the Parties shall immediately initiate strategic deliberations and, as may be mutually agreed, the United States shall take appropriate measures, including diplomatic, economic, or military measures, or any other measure, to deter such a threat.
2. The Parties agree to continue close cooperation in strengthening and maintaining military and security institutions and democratic political institutions in Iraq, including, as may be mutually agreed, cooperation in training, equipping, and arming the Iraqi Security Forces, in order to combat domestic and

international terrorism and outlaw groups, upon request by the Government of Iraq.

3. Iraqi land, sea, and air shall not be used as a launching or transit point for attacks against other countries.

Article 28

The Green Zone

Upon entry into force of this Agreement the Government of Iraq shall have full responsibility for the Green Zone. The Government of Iraq may request from the United States Forces limited and temporary support for the Iraqi authorities in the mission of security for the Green Zone. Upon such request, relevant Iraqi authorities shall work jointly with the United States Forces authorities on security for the Green Zone during the period determined by the Government of Iraq.

other Party to that effect.

4. This Agreement shall enter into force on January 1, 2009, following an exchange of diplomatic notes confirming that the actions by the Parties necessary to bring the Agreement into force in accordance with each Party's respective constitutional procedures have been completed.

Signed in duplicate in Baghdad on this 17th day of November, 2008, in the English and Arabic languages, each text being equally authentic.

For the United
States of America

For the Republic of
Iraq

Ryan Crocker

Hoshiyar Zebari

Article 29

Implementing Mechanisms

Whenever the need arises, the Parties shall establish appropriate mechanisms for implementation of Articles of this Agreement, including those that do not contain specific implementation mechanisms.

Article 30

The Period for which the Agreement is Effective

1. This Agreement shall be effective for a period of three years, unless terminated sooner by either Party pursuant to paragraph 3 of this Article.
2. This Agreement shall be amended only with the official agreement of the Parties in writing and in accordance with the constitutional procedures in effect in both countries.
3. This Agreement shall terminate one year after a Party provides written notification to the

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