

An agreement regarding the withdrawal of the U.S. forces from Iraq and regulating the U.S. activities during its temporary presence, between the United States and the Iraqi government

November 16th, 2008

Foreword

Iraq and the U.S., referred to here as “both sides”, affirm the importance of: supporting their joint security, participating in global peace and stability, fighting terrorism, cooperation in the fields of security and defense, and deterring invasions and threats against Iraq’s sovereignty, security, and territorial integrity. , and Iraq’s democratic federal constitutional regime.

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

Both sides want to achieve mutual understanding to support their collaboration, without jeopardizing Iraq’s sovereignty over its land, water, and sky, and based on the mutual guarantees given as equal and independent sovereign partners.

Both sides have agreed on:

Article One

Scope and Goal

This agreement specifies the rules and basic requirements that regulate the temporary presence and activities of U.S. troops and their withdrawal from Iraq.

Article Two

Definitions

1- “Installations and areas agreed upon” are the installations and areas owned by the Iraqi government and used by U.S. forces from the date this agreement goes into effect. U.S. forces shall submit to the Iraqi government, as soon as this agreement goes into effect, a list that includes all installations and areas used by U.S. forces as of that date, for the purpose of being reviewed and agreed upon by both sides no later than June 30th 2009. The installations and areas agreed upon also include those areas and installations that might be offered to U.S. forces during the period of this agreement and for the exclusive tasks of this agreement, in accordance with what the two sides agree upon. in accordance to this agreement.

2- “U.S. forces” is the entity that includes all the members of the armed forces, affiliated civilian members, and all the properties, equipment and materials owned by U.S. forces in Iraq.

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

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

5- “U.S. contractors” or “workers hired by U.S. contractors” include non Iraqi persons and legitimate entities and employees who are U.S. or third country citizens and who are in Iraq to supply goods, services or security to U.S. forces or on behalf of them in accordance with a contract. This does not include Iraqi entities and individuals.

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

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

8- “defense equipment” include systems, weapons, ammunition, equipment, and materials used in conventional wars only, that U.S. forces need in accordance with this agreement, and that are not connected in any way to weapons of mass destruction (chemical weapons, nuclear weapons, radiological weapons, biological weapons, and waste related to such weapons).

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

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

Article Three
Rule of Law

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

2- Except for the members of the U.S. forces and the affiliated civilian members, For the purposes of this agreement, U.S. forces will coordinate with the Iraqi government to ensure that any entry or exit for any Iraqi citizen, or other residents of Iraq, on the vehicles, ships, or airplanes included in this agreement shall be in accordance with the Iraqi laws and regulations. U.S. forces shall not allow the entry or exit of any one else on the vehicles, ships, or airplanes included in this agreement shall be in accordance with the Iraqi laws and regulations. Iraqi citizens or residents for whom an arrest warrant has been issued by the Iraqi authorities through the installations and areas agreed upon that are used exclusively by U.S. forces.

Article Four Responsibilities

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

1- The Iraqi government asks for the temporary help of U.S. forces to support Iraq's efforts in maintaining the security and stability of Iraq, including collaboration in conducting operations against Al-Qaeda and other terrorist groups and outlaw groups, including the remains of the former regime.

2- Military operations will be conducted in accordance with this agreement with the approval of the Iraqi government and with full coordination with Iraqi authorities. Coordination of such military operations will be supervised by a joint committee to coordinate military operations (JMOCC) created in accordance with this agreement. Any military issues that are not resolved by this committee are submitted to a joint committee of ministries.

3- Operations must respect the Iraqi constitution and laws, and Iraqi sovereignty and national interests as defined by the Iraqi government. U.S. forces must respect the Iraqi laws, traditions, and customs and valid international laws.

4- Both sides will continue their efforts to collaborate to improve Iraq's security capacity, as agreed upon by both sides, including training, supplying,

supporting, establishing, and upgrading logistic systems (supplying troops with transportation, room and board).

5- This agreement specifies that the two sides maintain their right to self-defense, as described in related international Iraqi laws.

Article Five

Property Ownership

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

2- After its withdrawal, the U.S. forces will return all the locations, areas, and installations used by the U.S. combat forces in accordance to two lists: the first one must be submitted as soon as this agreement goes into effect, and the second one must be submitted before June 30th 2009 which is the date marking the U.S. withdrawal from cities. Both Sides can agree on making some necessary installations available in the time of withdrawal in accordance to this agreement.

3- The U.S. is responsible for all expenses of construction, remodeling, and modification in installations and areas agreed upon that are used exclusively by the U.S. U.S. forces will consult with the Iraqi authorities regarding construction, remodeling, and modification. The U.S. will seek the Iraqi government's approval for major construction or modification projects. In case of shared use of installations and areas agreed upon both sides are responsible for expenses based on the percentage of usage.

4- U.S. forces will pay the fees of services used exclusively by the U.S. Both sides will cover the expenses of shared installations and areas agreed upon based on the percentage of usage.

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

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

57- The U.S. will return all installations and areas agreed upon that have special cultural or political importance and that were constructed, remodeled, or modified under this agreement, according to mechanisms and priorities agreed upon by the joint committee. When this agreement goes into effect, the U.S. will immediately return the properties mentioned in the letter sent by the U.S. ambassador in Iraq to the Iraqi minister of foreign affairs dated (...).

68- The remaining installations and areas agreed upon will be returned to the Iraqi authorities after this agreement expires, or if the agreement was cancelled, or on an earlier date agreed upon by both sides, or if U.S. forces no longer need them in accordance with what the joint committee decides.

79- U.S. forces and U.S. contractors will maintain their ownership of all equipment, materials, supplements, mobile structures, and other mobile properties imported to Iraq or obtained in Iraq in accordance to the agreement.

Article Six

Usage of Installations and areas agreed upon

1- While respecting Iraq's sovereignty and within the framework of exchanging views between both sides, Iraq guarantees U.S. forces, contractors, their employees, and other persons or entities agreed upon, access to installations and areas agreed upon. When the installations and areas agreed upon are no longer needed in accordance with paragraph 6 of Article five, they will be returned to Iraq without charge and in accordance with what the Joint Committee for Military Operations decides, unless both sides agree otherwise.

2- Iraq authorizes U.S. forces to exercise all the authorities and have all the rights to manage, construct, use, maintain, and secure installations and areas agreed upon. Both sides will coordinate and collaborate regarding shared installations and areas agreed upon.

3- The United States forces will control the entrances of the installations and areas agreed upon that are being used exclusively by them. Both sides will coordinate their work in shared installations and areas agreed upon based on mechanisms put by the Joint Committee for Military Operations Joint Military Operations Coordination Committee (JMOCC). Both sides will coordinate security tasks in areas surrounding the areas and installations agreed upon through the joint committee for military operations Joint Military Operations Coordination Committee (JMOCC).

Article Seven

Condition and Storage of defense equipments

U.S. forces are authorized to store in the installations and areas agreed upon and other temporary locations agreed upon defense equipments, supplies, and materials used by U.S. forces and linked to the tasks specified in this agreement. Weapons that are used by U.S. forces must be suitable to the temporary nature of the U.S. mission in Iraq, in accordance to article four of this agreement, and are not connected in any way to weapons of mass destruction (chemical weapons, nuclear weapons, radiological weapons, biological weapons, and waste related to such weapons). U.S. forces will control the use and transportation of such weapons. The U.S. forces will guarantee that no weapons or ammunition will be stored near residential areas, and the U.S. has the right to transport the materials already stored in installations close to residential areas, and the US government will supply the Iraqi government with the necessary information regarding their amount and types.

Article Eight

Environmental Protection

Both sides agree to implement this agreement while protecting nature and human security and health. The U.S. guarantees again it will comply with Iraqi environmental laws while conducting missions in accordance with this agreement.

Article Nine

Movement of vehicles, ships, and airplanes

For the purposes of this agreement:

1- While respecting relevant safety and traffic and marine regulations, U.S. forces' vehicles and ships are permitted to enter and exit and move inside Iraqi territories for the purposes of this agreement. The Joint Committee for Military Operations Joint Military Operations Coordination Committee (JMOC) will establish the appropriate regulations to control this movement.

2- While respecting relevant aviation laws, U.S. government airplanes and civilian airplanes contracted with the U.S. Department of Defense are authorized to fly in Iraqi airspace, refuel in the air, land and depart in Iraq. The Iraqi authorities will give a one year authorization to the mentioned airplanes to land and depart from Iraq for the purposes of this agreement. No parties are allowed aboard U.S. government airplanes, ships, and vehicles, and civilian

airplanes contracted by the U.S. Department of Defense without U.S. forces' approval, and these cannot be searched. The joint committee will establish the appropriate regulations to facilitate their movement.

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

4- Iraq can ask for U.S. forces to temporarily take responsibility for the control and surveillance of the Iraqi airspace.

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

6- U.S. forces will pay for any services or materials obtained or received in Iraq.

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

Article Ten Contracting

U.S. forces are permitted to sign contracts in accordance with U.S. law to obtain materials and services in Iraq, including construction services. U.S. forces will choose Iraqi contractors when possible as long as their bids have the best value. The U.S. forces will inform the Iraqi authorities of the Iraqi importers and Iraqi contractors' names and the amount of relevant contracts.

Article Eleven Services and Telecommunications

1- U.S. forces are permitted to produce and generate water and electricity and other services for the installations and areas agreed upon in coordination with the Iraqi authorities through the relevant joint subcommittee.

2- The Iraqi government owns all frequencies. The Iraqi authorities allocate special frequencies for the U.S. forces based on what both sides decide through the Joint Committee on Military Operations (JMOCC). The U.S. forces will give these frequencies back after they are done using them.

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

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

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

6- the U.S. forces must use its telecommunication system for the exclusive purposes of this agreement.

Article Twelve

Legal Jurisdictions

Recognizing Iraq's sovereign right to decide and implement civil and criminal laws in Iraq's territory, and based on Iraq's request for temporary assistance from U.S. forces as was explained in article four, and while respecting Iraq's laws, regulations, traditions and customs, the two parties have agreed on the following:

1- The U.S. has the primary legal jurisdiction over U.S. armed forces members and civilian members concerning issues that occur inside the installations and areas agreed upon, and while they are on duty outside the installations and areas agreed upon, and in all conditions not mentioned in paragraph 2.

2- Iraq has the primary legal jurisdiction over U.S. armed forces members and civilian members in cases of major and intentional crimes mentioned in paragraph 8 that take place outside areas and installations agreed upon while troops are off duty.

2- Iraq has the primary legal jurisdiction over contractors with the U.S. and their employees.

3- The U.S. has the primary legal jurisdiction over U.S. armed forces members and civilian members concerning issues that occur inside the installations and areas agreed upon, and while they are on duty outside the installations and areas agreed upon, and in all conditions not mentioned in paragraph 1.

3- Iraq has the primary legal jurisdiction over contractors with the U.S. and their employees.

4- Both sides agree on assisting each other, when asked, in investigating incidents and collecting and exchanging evidence to ensure that justice is carried out.

5- All When members of U.S. armed forces or civilian members are arrested by the Iraqi side, the U.S. authorities must be informed immediately, and the detained members must be handed over to the U.S. as soon as they are arrested by the Iraqi authorities within 24 hours from the time of arrest or detention. When Iraq is exercising its legal jurisdiction in accordance to paragraph 2 1 of this article, the U.S. authorities shall manage the tasks of detention of U.S. armed forces or civilian contractors. The U.S. authorities will allow Iraqi authorities will guarantee submitting access to suspects to the Iraqi authorities for interrogations and court hearings.

6- Both sides have the right to ask the other side to waive their primary legal jurisdiction over a specific case. Due to the exceptional importance of exercising such jurisdictions, the Iraqi government agrees to exercise its judicial jurisdictions in accordance to paragraph 2 1 only after it informs the U.S. in writing within 21 days of the discovery of the alleged crime.

7- U.S. armed forces members and civilian members have the right to enjoy the protections guaranteed by the U.S. constitution and laws in cases that fall under paragraph 1 3 where the U.S. exercises its legal jurisdiction. In case the victim of a crime that falls under paragraph 1 3 is a person who usually resides in Iraq not a member of the U.S. armed forces or civilian members, the two sides

take the necessary steps through the joint committee to inform related persons of the following: crime investigation status, list of suspect's charges, court dates, results of negotiations regarding suspect's situation, the possibility to have the suspect appear in public court sessions, coordinating with lawyers, and how to submit requests in accordance to article twenty- one of this agreement. The U.S. authorities will try to conduct such sessions in Iraq when the situation permits and when the two sides agree upon that. In the case that the court location in such cases is in the U.S., efforts will be made to facilitate the victim's personal presence at court.

8- In cases where Iraq is to exercise its legal jurisdictions in accordance with paragraph 2 1 of this article, the armed forces members and civilian members have the right to enjoy the legal procedures and guarantees provided by U.S. and Iraqi laws. The Joint Committee will establish put the necessary procedures and regulations needed to implement this article, including a description of the major and intentional crime that falls under paragraph 21, and the regulations that guarantee a fair trial. It is not permissible to exercise the legal jurisdictions related to paragraph 2 1 of this article except in accordance with the procedures and mechanisms mentioned in this paragraph.

9- The U.S. authorities will submit, in accordance with paragraphs 1 and 2 3 of this article, a declaration explaining whether the alleged crime occurred while suspects were off duty or on duty. In case the Iraqi authorities think the conditions require such a decision to be reviewed or changed, the two sides discuss that through the joint committee, and the U.S. authorities takes into consideration all the conditions, events and any other information submitted by the Iraqi authorities that might have an effect on changing the U.S. authorities decision.

10- Both sides review the regulations mentioned in this article every 6 months, including any suggested changes to the article, taking into consideration the security situation in Iraq, the level of U.S. forces' engagement in military operations, the growth and development of the Iraqi judicial system, and changes in both Iraq and U.S. laws.

Article Thirteen

Bearing Weapons and Wearing uniforms

U.S. armed forces members and civilian members are authorized to bear U.S. government weapons during their presence in Iraq based on the authorities and orders given to them and in accordance with the requirements of their task. U.S. armed forces members are also permitted to wear their official uniforms during duty in Iraq.

Article Fourteen Entering and Exiting

1- For the purposes of this agreement, U.S. armed forces members and civilian members can enter and exit Iraq from official borders using U.S.-issued ID cards and travel documents issued by the US. The joint committee will establish a mechanism for the Iraqi verification process, and the Iraqi authorities are in charge of carrying out the tasks of verification.

2- The Iraqi authorities are authorized to verify the U.S. forces and civilian members name lists who are entering or exiting Iraq through the installations and areas agreed upon. For purposes of verification U.S. forces will submit to the Iraqi authorities a these lists with the names of U.S. armed forces members and civilian members entering and exiting Iraq or through the installations and areas agreed upon. For the purposes of this agreement, the U.S. armed forces members and civilian members can enter and exit Iraq through the installations and areas agreed upon without being asked for anything other than U.S.-issued identification cards., and the joint committee will put the required regulations and mechanisms to verify the validity of such cards.

Article Fifteen Importing and Exporting

1- For the purposes of the agreement, including training and services, U.S. forces and their contractors are permitted to import into Iraq and export from Iraq (materials bought in Iraq) and re-export from Iraq and transport and use any equipments, supplements, materials, technology, training, or services except for those materials banned in Iraq at the time of signing this agreement. These materials are not subject to search or to license requirement or any other taxes, fees or limitations in accordance to paragraph 10 of article two. The U.S. forces must submit to the Iraqi side documents proving that materials imported to Iraq by the U.S. armed forces or their contractors are exclusively for the purposes of this Theagreement. The Iraqi authorities are permitted to request searching any imported containers to verify its contents in the presence of the U.S. forces. The exporting of Iraqi goods by U.S. forces is not subject to search or any other limitations either except the license discussed later in this agreement. The joint

committee will coordinate with the Iraqi ministry of trade to facilitate acquiring the required export license in accordance with the Iraqi laws related to exporting goods by U.S. forces. Iraq is permitted to review any issues caused by this paragraph. Both sides must discuss any issues caused by this paragraph immediately through the joint committee or, if needed, the joint committee of ministers.

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

3- Materials will be searched by Iraqi authorities in accordance with paragraph 2 in a speedy fashion in a specific location agreed upon by the joint committee.

4- If the tax exempt materials in accordance with this agreement were to be sold in Iraq to individuals or entities not included in tax exemption, taxes and customs as defined in paragraph 10 of Article Two are to be paid by the buyer (including the customs' fees).

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

3- Any search of materials by Iraqi authorities in accordance with paragraph 2 must happen in a speedy fashion in a specific location agreed upon and in accordance to the regulation decided by the joint committee.

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

Article Sixteen

Taxes

1- Services and goods obtained by U.S. forces, or any entities acting on their behalf, in Iraq for official use are not subject to taxes and fees as defined in paragraph 10 of Article Two.

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

Article Seventeen

Licenses and Permits

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

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

3- Iraq agrees to accept valid U.S.-issued professional licenses held by U.S. forces members, civilian members and U.S. contractors and their employees as long as such licenses are related to their jobs in accordance with conditions set by both sides.

Article Eighteen

Official and Military Vehicles

For the purposes of this article:

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

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

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

Article Nineteen

Support Services

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

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

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

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

5- Outgoing mail, sent through military postal services, is verified by the U.S. authorities and is exempt from being searched, examined, or confiscated by the Iraqi authorities except for the unofficial mail that might be subject to electronic monitoring. A specialized joint subcommittee will deal with issues related to this paragraph, and issues shall be solved by both parties. The joint subcommittee shall routinely inspect the mechanisms used by the U.S. authorities to verify military mail.

Article Twenty

Currency and Foreign exchange

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

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

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

Article Twenty One Claims

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

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

3- When either of the two sides has issues related to claims resulting from paragraph 1 and 2 of this article, the two sides shall solve it through the Joint Committee, or if needed through the Joint Committee of Ministers.

Article Twenty Two Detention

1- U.S. forces are not permitted to detain or arrest anyone (except members of the armed forces and civilian members) unless this is based on an Iraqi decision issued in accordance with Iraqi laws and in accordance with Article Four of this agreement.

2- All individuals detained by U.S. forces in accordance with Iraqi laws and this agreement must be handed over to the Iraqi authorities within 24 hours.

3- The Iraqi authorities are permitted to request assistance from U.S. forces to arrest or detain wanted individuals.

4- With complete and active coordination with the Iraqi authorities, wWhen this agreement goes into effect the U.S. forces will submit information regarding all detainees in U.S. custody to the Iraqi government. shall be released in a safe and organized fashion, unless the Iraqi authorities request otherwise in accordance with article four. U.S. forces will guarantee that, as soon as this agreement goes into effect, they will submit appropriate information to the Iraqi officials regarding the situation of all the detainees. The U.S. forces will hand over any detained individuals to the Iraqi authorities. The Iraqi forces will work together with U.S. forces on such tasks during the current temporary period. The Iraqi government will issue arrest warrants for those detainees wanted by the Iraqi side. The U.S. forces will coordinate with the Iraqi government to submit those detainees base don valid Iraqi arrest warrants. The U.S. will release all the rest of the detainees in a safe and organized fashion unless the Iraqi government requests othwise and in accordance to article four of this agreement.

5- U.S. forces are not permitted to search houses and other properties without a court warrant, unless there is an active combat operation in accordance with article four, and the search is done in coordination with the specialized Iraqi authorities.

Article Twenty Three

Extending this agreement to other countries

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

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

Article Twenty Four Three

Implementation

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

1- A Joint Committee of Ministers that includes members with a minister rank chosen by both sides. This committee will deal with the basic issues needed to interpret the implementation of this agreement.

2- The Joint Committee of Ministers will create another the joint Joint Military Operations Coordination committee Committeefor military operations

(JMOCC) that includes representatives from both sides. The Joint Military Operations Coordination Committee (JMOCC) Joint Committee to Coordinate Military Operations will be jointly led by both sides.

3- The Joint Committee of Ministers will create a Joint Committee formed by both sides that includes representatives chosen by both sides. This committee will deal with all issues related to this agreement that do not fall under the mandate of Joint Military Operations Coordination Committee (JMOCC) the joint committee to coordinate military operations; this committee will be jointly led by both sides.

4- The Joint Committee will create subcommittees in all different areas. Subcommittees shall discuss issues related to interpretation and implementation of this agreement each in accordance with its expertise.

Article Twenty Five Withdrawal of U.S. forces from Iraq

Recognizing the improvement of the Iraqi security forces and their increased capabilities, and the fact that they are in charge of all security operations, and based on the strong relationship between the two sides, both sides have agreed on the following:

1- All U.S. forces shall must withdraw from all Iraqi territories no later than December 31st 2011.

2- All U.S. combat forces will must withdraw from all cities, towns, and villages as soon as the Iraqi forces take over the full security responsibility in them. The U.S. withdrawal from these areas shall take place no later than June 30th, 2009

3- All withdrawn U.S. combat troops in accordance to paragraph 2 regroup in installations and areas agreed upon located outside cities, towns, and villages. These installations and areas agreed upon will be specified by the joint committee of military operations Joint Military Operations Coordination Committee (JMOCC) before the date mentioned in paragraph 2 of this article.

4- Both sides review the progress towards achieving the date mentioned in paragraph 2 of this article and the conditions that might lead to one side asking the other to extend or reduce the time periods mentioned in paragraph 2 of this article. Any extension or reduction of the time period is subject to both sides' approval. The U.S. recognizes Iraq's sovereign right to request a U.S. forces

withdrawal from Iraq at anytime. The Iraqi government recognizes the United States' sovereign right to request a U.S. forces withdrawal from Iraq at anytime.

5- Before the end of the period mentioned in paragraph 1 of this article, and based on the Iraqi assessment of conditions, the Iraqi government is permitted to ask the U.S. government to keep specific forces for the purposes of training and support of the Iraqi security forces. In such a case, a special agreement will be negotiated and signed by both sides in accordance with laws and constitutional requirements in both countries. Or, the Iraqi government might ask for an extension of paragraph 1 of this article, and that can be done in accordance with paragraph 2 of article Thirty-One of this agreement.

6- U.S. forces may withdraw from Iraq before the dates indicated in this article if either of the two sides should so request. The U.S. government recognizes the Iraqi government's sovereign right to request a withdrawal of U.S. forces at anytime. Both sides agree on creating mechanisms and arrangements to reduce the U.S. forces levels within the specified time period, and both sides must agree on where these forces will be located.

Article Twenty SixFive

Procedures to end the implementation of chapter 7 on Iraq

Recognizing the Iraqi government's right in refraining from requesting a renewal of the multi-national forces mandate in Iraq granted by the Security Council resolution 1790 (2007) expiring on December 31st 2008;

Pointing out the letters addressed to the Security Council and attached to resolution 1790: one letter from the Iraqi prime minister and the other from the U.S. secretary of state consecutively dated 7th and 10th of December 2007

Noting the third part of the declaration of principles signed by the Iraqi PM and the U.S. president on November 26 of 2007 in which Iraq requested a final renewal of the U.S. mandate until December 31st of 2008;

Recognizing the important and positive developments in Iraq, and keeping in mind that the situation in Iraq is fundamentally different from that existing at the time the Security Council adopted resolution number 661 (1990), especially that the danger posed to international peace and stability by the former Iraqi government is now gone;

Both sides confirm that after the expiration of the United Nations mandate for the multi-national forces in Iraq on December 31st 2008, Iraq should regain the international and legal position that it used to enjoy before Security Council resolution number 661 (1990). Both sides confirm that the U.S. will make its best effort to help Iraq take the necessary steps to accomplish that by December 31st of 2008.

Article Twenty SevenSix

Iraqi Assets

1- To help Iraq develop its economic regime through rebuilding its infrastructure, supplying the Iraqi people with necessary services, and to continue to protect Iraq's natural resources of gas and oil and protect Iraq's foreign financial and economic assets, including the Iraq Development Fund, the two sides will work to U.S. will guarantee doing its best to:

A- Help Support Iraq to waive the maximum amount of debt caused by the previous regime's policies.

B- Reach a final comprehensive solution for the compensation claims caused by the previous regime, including those compensations imposed by the Security Council.

2- Recognizing and understanding Iraq's efforts worry concerns to deal with claims based on actions committed by the former regime, the U.S. president has used will use his constitutional authorities to protect the Iraqi accounts, Iraq Development Fund, and other assets from the U.S. judicial system. The United States will remain committed to fully and effectively guarantee to the Iraqi government the need for continued protection for those claims The U.S. government will continue to work actively with the Iraqi government to continue this protection against such claims.

3- Based on the letter sent from the U.S. president to the Iraqi Prime Minister on the (...) of 2008, the U.S. will continue to be committed to helping Iraq regarding the request submitted to the Security Council asking for protection arrangements for Iraq's oil and gas productions, their revenue, and the Iraq development fund, which are specified in the Security Council number 1483 (2003) and resolution 1546 (2003).

Article Twenty EightSeven

Deterring security threats

For the purpose of supporting security and stability in Iraq and to participate in maintaining international peace and stability, both sides aim to enhance the Iraqi government's political and military capabilities and to enable Iraq to deter threats against its sovereignty, independence, and territorial integrity and Iraq's democratic federal constitutional regime. For these purposes, both sides work together in the following:

1- In the case of any internal or external threats against Iraq or in the case of foreign attacks that jeopardize Iraq's sovereignty, independence, and the territorial integrity of its waters, airspace or land, or survival of its democratic institutions regime and elected institutions, both sides, based on a request by the government of Iraq, will go directly into strategic discussions, and according to what they agree on, the U.S. will take appropriate measures, including diplomatic, economical, or military actions, or a combination of the three, any other measures to deal with such threats.

2- Both sides agree to continue their close collaboration in supporting and maintaining military, security, political, and democratic institutions in Iraq including, and according to what both sides agree upon, collaboration in training, supplying and arming the Iraqi security forces to fight local and international terrorism and outlaw groups, based on the request of the Iraqi government.

3- The Iraqi lands and airspace and waters cannot be used to initiate or facilitate attacks against other countries

Article Twenty NineEight International Green Zone

The Iraqi government takes full responsibility for the International Green Zone as soon as this agreement goes into effect. The Iraqi government is permitted to request temporary support from U.S. forces in tasks related to security in the international Green zoneZone. When such a request is submitted, the related Iraqi authorities shall work jointly with U.S. forces to secure the International Green Zone Zone during the temporary period requested by the Iraqi government.

Article thirtyTwenty Nine Implementation Arrangements

Both sides will must enter into appropriate implementation arrangements to execute articles that did not include specific mechanisms for implementation in this agreement.

Article Thirty One
Contract Validity

1- This agreement is valid for three years unless it is terminated earlier by either parties in accordance with paragraph 3 of this article, or if either side does not agree to its extension in accordance with paragraph 2 of this article..

2- This agreement cannot be modified with thewithout an official written approval of both sides and in accordance to constitutional procedures in both countries.

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

4- This agreement goes into effect as of January, 1st 2009, after both sides exchange diplomatic memos confirming all required procedures have been met in accordance with the constitutions of both countries

Both the Arabic and English versions of this agreement were signed on (...), and the two versions are equal in their legal power.

Representative of the Iraqi government

Representative of the U.S. government