

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

October 13th, 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 threats against Iraq’s sovereignty, security, and territorial integrity.

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

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

Both sides have agreed on:

Article One
Scope and Goal

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

Article Two
Definitions

1- “Installations and areas agreed upon” are the installations and areas owned by the Iraqi government and used by the U.S. forces from the date this agreement goes into effect. The 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 the 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 the U.S. forces during the period of this agreement and for the exclusive tasks of this agreement, in accordance to what the two sides agree upon.

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

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

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

5- "U.S. contractors" or "workers hired by U.S. contractors" include non Iraqi persons and entities and employees who are U.S. or third country citizens and who are in Iraq to supply goods, services or security to the U.S. forces or on behalf of it in accordance to a contract. This does not include Iraqi entities 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 the U.S. forces need in accordance to this agreement, and that are not connected in any way to weapons of mass destruction (chemical weapons, nuclear weapons, radiological weapons, biological weapons, and waste related to such weapons).

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

10- "taxes and 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 for the Iraqi government in exchange for services required or used by the 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 to this agreement. They must also avoid any activities that do not agree with the text and spirit of this agreement. It is the responsibility of the U.S. to take all necessary measures to ensure this.

2- For the purposes of this agreement, the U.S. forces coordinates 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 to the Iraqi laws and regulations. The U.S. forces shall not allow the entry or exit of any

Iraqi citizens or residents who has been issued an arrest warrant by the Iraqi authorities through the installations and areas agreed upon used exclusively by the 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 the U.S. forces to support Iraq's efforts in maintaining the security and stability of Iraq, including the collaboration in conducting operations against Al-Qaeda and other terrorist groups and outlaw groups, including the remains of the former regime.
- 2- Military operations are conducted in accordance to this agreement with the approval of the Iraqi government and with full coordination with Iraqi authorities. Coordinating such military operations will be supervised by a joint mobile operations command center (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. The U.S. forces must respect the Iraqi laws, traditions, and customs and valid international laws.
- 4- Both sides will continue their efforts in collaboration to improve Iraq's security, 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 the two sides' right in self-defense, as described in related international 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 the U.S. forces.
- 2- The U.S. is responsible for all expenses of construction, remodeling, modification in installations and areas agreed upon used exclusively by the U.S. The U.S. forces will consult with the Iraqi authorities regarding 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. The U.S. forces will pay the fees of services used exclusively by the U.S. Both sides cover the expenses of shared installations and areas agreed upon based on the percentage of usage.

3- 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.

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

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

6- 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 side, or if the U.S. forces no longer needs them in accordance to what the joint committee decides.

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

Article Six

Usage of Installations and areas agreed upon

1- 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 to paragraph 6 of Article five, they will be returned to Iraq without charge and in accordance to what the joint military committee decides, unless both sides agree otherwise.

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

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

Article Seven
Condition and Storage of defense equipments

The 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 the U.S. forces and linked to the tasks specified in this agreement. Weapons that are used by the U.S. forces must be suitable to the temporary nature of the U.S. mission in Iraq 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). The U.S. forces control the use and transportation of such weapons. The U.S. forces guarantees that no weapons or ammunition will be stored near residential areas, and the US right to transport the materials already stored in installations close to residential, and the US government will supply the Iraqi government with important information regarding their amount and types.

Article Eight
Environmental Protection

Both sides agree to implement this agreement while protecting nature and human security and health. The U.S. complies with Iraqi environmental laws while conducting missions in accordance to 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 puts the appropriate regulations to control this movement.

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

ships, and vehicles, and civilian airplanes contracted with the U.S. Department of Defense without U.S. forces' approval, and they cannot be searched. The joint committee puts the appropriate regulations to facilitate their movement.

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

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

5- U.S. government airplanes and civilian airplanes contracted with the U.S. Department of Defense are not subject to taxes or related fees, including any fees related to flying in Iraqi airspace, refueling in the air, landing and departing in Iraq. Also, U.S. ships and civilian ships contracted with the U.S. Department of Defense are not subject to taxes or related fees during 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 pay money for any services or materials obtained or received in Iraq.

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

Article Ten Contracting

U.S. forces are permitted to sign contracts in accordance to U.S. law to obtain materials and services in Iraq, including construction services. U.S. forces 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 sub-committee.

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

3- The U.S. forces are permitted to operate their own wired and wireless telecommunications (according to the definition of wired and wireless

telecommunications in the Convention of the International Telecommunication Union of 1992), including all the special services needed to secure the full capacity of telecommunications operations. The U.S. operates its systems in accordance to the Convention of the International Telecommunication Union whenever it is possible to implement these regulations.

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

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

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 the U.S. forces as it 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 armed forces members and civilian members in cases of major and intentional crimes mentioned in paragraph 8 that takes place outside areas and installations agreed upon while troops are off duty.

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 members of U.S. armed forces or civilian members must be handed over to the U.S. as soon as they are arrested by the Iraqi authorities. When Iraq is exercising its legal jurisdiction in accordance to paragraph 2 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 access to suspects for interrogation 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 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 where the U.S. exercises its legal jurisdictions. In case the victim of a crime that falls under paragraph 1 is a person who usually resides in Iraq, 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 suspect in public court sessions, coordinating with lawyers, and helping to submit requests in accordance to article twenty-one of this agreement. The U.S. authorities will try to conduct such courts in Iraq when the situation permits and when the two sides agree upon that. In case the court location in such cases was 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 to paragraph 2 of this article, the armed forces members and civilian members have the right to enjoy the legal procedures and guarantees provided by the U.S. and Iraqi laws. The joint committee will put the necessary procedures and regulations needed to implement this article, including a description of the major and intentional crime that falls under paragraph 2, and the regulations that guarantees a legitimate trial. It is not permissible to exercise the legal jurisdictions related to paragraph 2 of this article unless in accordance to the procedures and mechanisms mentioned in this paragraph.

9- The U.S. authorities submit, in accordance to paragraphs 1 and 2 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 in 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 the changes in both Iraq and U.S. laws.

Article Thirteen Baring Guns and wearing uniforms

U.S. armed forces members and civilian members are authorized to carry U.S. government guns during their presence in Iraq based on the authorities and orders given

to them and in accordance to 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 the 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 puts a mechanism for the Iraqi verification process, and the Iraqi authorities are in charge of carrying out the tasks of verification.

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

Article Fifteen Importing and Exporting

1- For the purposes of the agreement, including training and services, the U.S. forces and their contractors are permitted to import into Iraq and export from Iraq (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 limitations in accordance to paragraph 10 of article two. Exporting Iraqi goods by the U.S. forces is not subject to search or any other limitations either except the license discussed later in this agreement. The joint committee will coordinate with the Iraqi ministry of trade to facilitate getting the required export license in accordance to the Iraqi laws related to exporting goods by U.S. forces.

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

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

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

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

Article Sixteen

Taxes

1- Services and goods obtained by U.S. forces, 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 licensing held U.S. forces members, civilian members and U.S. contractors and their employees as long as such licenses were related to their jobs in accordance to 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 to be agreed upon by both sides. Iraqi authorities will issue, based on a request by the U.S. forces authorities, license plates for U.S. forces official cars without fees, and U.S. forces will reimburse the Iraqi authorities for the cost of these plates.

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

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

Article Nineteen Support Services

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

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

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

4- Entities and facilities offering services indicated this is article enjoy the same tax exemptions offered to the 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 to U.S. regulations, and will not be obligated to collect or pay any taxes or fees on its operations.

5- Outgoing mail, sent through military postal services, is verified by the U.S. authorities and is exempt from being searched, examined, or confiscated by the Iraqi authorities except for the unofficial mail that might be subject to electronic monitoring. The specialized joint subcommittee deals 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 purposes of this agreement. Using Iraqi currency in U.S. military banks must be in compliance with Iraqi laws.
- 2- U.S. forces are permitted to distribute or exchange any amount of currency to the U.S. forces members, civilians' members, and their contractors for purposes of travelling, including vacations.
- 3- U.S. forces will not take Iraqi currency out of Iraq, and will take all required measures to ensure none of the U.S. forces members, civilian members, or their contractors take Iraqi currency out of Iraq.

Article Twenty One
Claims

- 1- Except for contract related claims, both sides waive their rights to request compensation because of any harm, loss, or destruction of property, or request compensation for injury or death of forces members or civilian members from both sides occurring during their official duties.
- 2- US forces authorities will pay fair and reasonable compensation to settle third party claims arising due to a member of the armed forces or civilian members during their official duties, or due to non-combat accidents caused by U.S. armed forces. The U.S. forces' authorities may settle claims caused by non-official duties actions. Claims must be dealt with urgently by the U.S. forces' authorities in accordance to U.S. laws and regulations. When settling claims, the U.S. forces authorities will take in consideration any investigation reports, opinions regarding responsibility, or opinions regarding amount of damages issued by the Iraqi authorities.
- 3- 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 ministry joint committee.

Article Twenty Two
Detention

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

- 2- All individuals detained by U.S. forces in accordance to the 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 the U.S. forces to arrest or detain wanted individuals.
- 4- With complete and active coordination with the Iraqi authorities, when this agreement goes into effect all detainees in U.S. custody shall be released in a safe and organized fashion, unless the Iraqi authorities request otherwise in accordance to article four. The U.S. forces guarantees that, as soon as this agreement goes into effect, it will submit appropriate information to the Iraqi officials regarding situation of all the detainees. The U.S. forces hands over any detained individuals to the Iraqi authorities. The Iraqi forces works together with U.S. forces on such tasks during the current temporary period.
- 5- U.S. forces are not permitted to search houses and other properties without a court warrant, unless there was an active combat operation in accordance to article four, and in coordinating with the specialized Iraqi authorities.

Article Twenty Three
Extending this agreement to other countries

- 1- Iraq may reach an agreement with any other country participating in the Multi-National forces to ask for their help in achieving security and stability in Iraq.
- 2- Iraq is permitted to reach an agreement that includes any of the articles mentioned in this agreement with any country or international organization to ask for help in achieving security and stability in Iraq.

Article Twenty Four
Implementation

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

- 1- A joint committee of ministers that includes members with a minister rank chosen by both sides. This committee deal with the basic issues needed to interpret the implementation of this agreement.
- 2- The joint committee of ministers creates another joint committee for military operations that includes representatives from both sides. The joint committee to coordinate military operations will be jointly led by both sides.
- 3- The joint committee of ministers creates another joint committee formed by both sides that includes representatives chosen by both sides. This committee deals with all issues

related to this agreement that do not fall under the mandate of the joint committee to coordinate military operations; this committee will jointly led by both sides.

4- The joint committee creates sub-committees in all different areas. Subcommittees shall discuss issues related to interpretation and implementation of this agreement each in accordance to its expertise.

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

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

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

2- U.S. combat forces will 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 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.

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 to 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 to 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.

Article Twenty Six
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 where Iraq has 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 time the Security Council adopted resolution number 661 (1990), especially that the danger posed on the international peace and stability by the former Iraqi government is gone now.

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

Article Twenty Seven
Iraqi Assets

1- To help Iraq develop its economic regime through rebuilding its infrastructure, supplying the Iraqi people with necessary services, and 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 side work for:

A- Help Iraq waive the maximum amount of loans caused by the previous regime
B- Work to reach a final comprehensive solution for the compensation claims caused by the previous regime, including those compensation imposed by the Security Council.

2- Recognizing Iraq's efforts to deal with claims based on actions committed by the former regime, the U.S. president has used his authorities to protect the Iraqi accounts, Iraq Development Fund, and other asset from the U.S. judicial system. The U.S. government will continue to actively work 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. continues to be committed to helping Iraq regarding the request submitted to the Security Council asking for protection arrangements to Iraq's oil and gas

productions, their revenue, and the Iraq development fund, and these are the arrangements specified in the Security Council number 1483 (2003) and resolution 1546 (2003).

Article Twenty Eight
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. 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, both sides, based on a request by the government of Iraq, go directly into strategic discussions, and according to what they agree on the U.S. shall take the appropriate measures that includes diplomatic, economical, or military actions, or a combination of the three, to deal with such threats.

2- Both sides agree to continue their close collaboration in supporting and maintaining 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.

Article Twenty Nine
International Zone

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

Article thirty
Implementation Arrangements

Both sides enter into implementation arrangements to execute this agreement.

Article Thirty One
Contract Validity

- 1- This agreement is valid for three years unless it is terminated earlier in accordance to paragraph 3 of this article, or if either side did not agree to its extension in accordance to paragraph 2 of this article.
- 2- This agreement can be modified with the written approval of both sides and in accordance to constitutional procedures in both countries.
- 3- Cancellation of this agreement requires a written notice provided 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 to 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