Iraq No. 1 (2009)

# Agreement

concerning the Training and Maritime Support to the Iraqi Forces by and between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Iraq

Baghdad, 6 June 2009

[The Agreement is not in force]

*Presented to Parliament*
*by the Secretary of State for Foreign and Commonwealth Affairs*
*by Command of Her Majesty*
*September 2009*

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**AGREEMENT CONCERNING THE TRAINING AND MARITIME SUPPORT TO THE IRAQI FORCES BY AND BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF IRAQ.**

In order to enhance the ties of friendship between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Iraq, and considering the importance of co-operation between the two Governments in the field of training Navy and Marines forces, and for Military Academies and Institutes, and protecting Iraqi territorial water and Iraqi Oil platforms, they have agreed the following:

ARTICLE 1

The following phrases and terms used in for the purposes of this Agreement have the following meaning:

1. "United Kingdom Forces" means members of the Armed Forces of the United Kingdom of Great Britain and Northern Ireland and their associated civilian component and all property, equipment and materiel of the United Kingdom Forces temporarily present in the Republic of Iraq.

2. "Members of the Armed Forces of the United Kingdom" means any member of the Army, the Navy or the Airforce of the United Kingdom.

3. "Member of the civilian component" means any civilian employed by the United Kingdom Ministry of Defence. This term does not include individuals normally resident in Iraq.

ARTICLE 2

1. The United Kingdom Forces shall remain in Iraq for one (1) year starting from the date on which this Agreement enters into force.

2. The United Kingdom Forces mentioned in paragraph 1 of this Article, shall not exceed in any way one hundred (100) members of the United Kingdom Forces and the associated civilian component and five (5) naval ships with their respective crews.

ARTICLE 3

The United Kingdom Forces shall undertake the following tasks:

a. Provision of tactical maritime support for the Iraqi Forces to protect Iraqi oil platforms and territorial waters, in co-ordination with Iraqi Forces and United States Forces.

b. Training naval forces and marines.

## ARTICLE 4

The United Kingdom Forces shall be based at the United Kingdom Forces' facility in the Iraqi Naval Base at Umm Qasr.

## ARTICLE 5

The United Kingdom Forces shall return to the Government of Iraq the facility mentioned in Article 4 of this Agreement upon the completion of tasks provided in Article 3 of this Agreement, free from any occupants, any debts or financial burden.

## ARTICLE 6

1. The United Kingdom Forces shall be subject to the jurisdiction of Iraq with the exception of crimes committed while on duty which are not committed with intent or do not arise from gross negligence, with the exception of those committed by them inside the United Kingdom Forces facility referred to in Article 4, in which case they shall be subject to the jurisdiction of the United Kingdom.

2. An accused member of the United Kingdom Forces shall be held in the custody of the United Kingdom authorities. The United Kingdom authorities shall make available the accused to the Iraqi authorities for the purpose of investigation and trial.

3. The Joint Committee shall consult in order to determine whether the exceptions set out in paragraph 1 of this Article apply in respect of a specific act committed by a member of the United Kingdom Forces.

## ARTICLE 7

The United Kingdom Forces set forth in paragraph 1 of Article 1 of this agreement shall be exempt from all taxes and duties (including customs duties), as far as the tasks set out in Article 3 of this Agreement are concerned. This exemption will also apply to the duties and taxes that can be imposed on the import and re-export of the personal belongings of members of the United Kingdom Forces.

## ARTICLE 8

1. In conducting the activities in Article 3 of this Agreement, United Kingdom Forces and their non-Iraqi contractors are permitted to enter and exit Iraqi territory for the purpose of rotating forces and to bring in and take out their equipment through official border entry points.

2. The entry of those mentioned in paragraph 1 of this Article using Identity Cards and Travel Orders issued by the United Kingdom.

3. The Joint Committee mentioned in Article 10 of this Agreement will set out a mechanism for procedures to verify the Identity Cards and Travel Orders mentioned in Paragraph 2 of this Article.

## ARTICLE 9

The authorities of the United Kingdom shall pay just and reasonable compensation, as determined by the joint committee mentioned in Article 10 of this Agreement, in settlement of substantiated claims made by injured citizens arising out of acts, omissions, or negligence of members of the United Kingdom forces done in the performance of their official duties under this Agreement. United Kingdom authorities shall settle substantiated claims made by injured citizens not arising from the performance of official duties.

## ARTICLE 10

A Joint Committee between the Parties shall be established. This Joint Committee shall be charged with following up the implementation of this Agreement and the settlement of any claims or disputes, which may arise from its implementation.

## ARTICLE 11

1. This Agreement shall enter into force following an exchange of official diplomatic notes confirming its ratification by both Parties in accordance with each Party's respective constitutional procedures.

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 remain in force for one (1) year from the date of its entry into force, unless on party notifying the other about a desire to terminate it 3

months prior to its expiry according to diplomatic procedures followed by both countries.

4. This Agreement is written in duplicate in Arabic and English, both texts being equally authoritative.

Signed in Baghdad on 13 Jumadi Al-Akhir 1430 coinciding with the sixth day of June 2009.

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|---|---|
| **For the Government of the United Kingdom of Great Britain and Northern Ireland:** | **For the Government of the Republic of Iraq:** |
| **JOHN TUCKNOT** | **ABDUL-QADIR MOHAMED JASIM** |

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