



Iraq No. 1 (2025)

# Agreement

on Partnership and Cooperation between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Iraq

London, 14 January 2025

[The Agreement is not in force]

*Presented to Parliament  
by the Secretary of State for Foreign, Commonwealth and Development Affairs  
by Command of His Majesty  
July 2025*



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ISBN 978-1-5286-5675-7  
E03348212 07/25

Printed on paper containing 40% recycled fibre content minimum

Printed in the UK by HH Global on behalf of the Controller of His Majesty's Stationery Office

**AGREEMENT ON PARTNERSHIP AND COOPERATION  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF  
GREAT BRITAIN AND NORTHERN IRELAND  
AND THE GOVERNMENT OF THE REPUBLIC OF IRAQ**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Iraq hereinafter referred to as the "Parties",

**TAKING** into account their common interests and values,

**RECOGNIZING** the importance of establishing a mutual partnership based on respect for the principles of democracy, human rights and political and economic freedoms in the light of the Charter of the United Nations and the relevant rules of international law,

**ACKNOWLEDGING** the importance of joint cooperation to achieve the requirements of sustainable development and to diversify trade between the two countries, to enhance cooperation in the economic and investment fields, science and technology, and to create appropriate conditions for the business environment and the movement of capital and services,

**RECOGNIZING** the need to support Iraq to continue political reforms, economic rehabilitation and raise the standard of living,

**EMPHASIZING** the importance of empowering and strengthening the role of women in the political, civil, social, economic and cultural fields on the basis of equality, non-discrimination, the rule of law and good governance,

**TAKING** into account their commitment to conduct trade in accordance with the Marrakesh Agreement Establishing the World Trade Organization, done on 15 April 1994 (hereinafter referred to as the 'WTO Agreement'), and in that respect their mutual interest in Iraq's accession to that Agreement,

**RECOGNISING** the specific needs of developing countries under the WTO,

**RECOGNISING** the fact that terrorism, organised crime, money laundering and drug trafficking represent serious threats to international stability and security as well as to the fulfilment of the objectives of their cooperation,

**RECOGNIZING** that the Partnership and Cooperation Agreement between the European Union and its Member States and the Republic of Iraq, done at Brussels on 11 May 2012 ("the EU-Iraq Agreement") ceased to apply to the United Kingdom on 31 December 2020,

**DESIROUS** of developing friendly relations between the two countries,

**HAVE AGREED AS FOLLOWS:**

ARTICLE 1

**Establishment of Partnership**

1. A partnership is hereby established between the United Kingdom of the one part, and Iraq, of the other part.
2. The objectives of this Partnership are:
  - (a) to provide an appropriate framework for the political dialogue between the Parties allowing the development of political relations;
  - (b) to promote trade and investment and harmonious economic relations between the Parties and so to foster their sustainable economic development; and
  - (c) to provide a basis for legislative, economic, social, financial and cultural cooperation.

ARTICLE 2

**Basis**

Respect for democratic principles and human rights, as laid down in the Universal Declaration of Human Rights and other relevant international human rights instruments, as well as for the principle of the rule of law, underpins the internal and international policies of both Parties and constitutes an essential element of this Agreement.

TITLE I

**POLITICAL DIALOGUE AND COOPERATION IN THE FIELD OF  
FOREIGN AND SECURITY POLICY**

ARTICLE 3

**Political Dialogue**

1. A regular political dialogue shall be maintained between the two Parties. It shall strengthen their relations, contribute to the development of a partnership and increase mutual understanding and solidarity.
2. The political dialogue shall cover all subjects of common interest, and

in particular peace, foreign and security policy, national dialogue and reconciliation, democracy, the rule of law, human rights, good governance and regional stability and integration.

3. The Parties shall hold regular political dialogue at the most appropriate level and in the most appropriate forum.

#### ARTICLE 4

##### **Combating Terrorism**

The Parties reaffirm the importance of combating terrorism in accordance with their obligations under international law, especially international humanitarian law and relevant international human rights law, and agree to cooperate to prevent and suppress terrorist acts. They shall do so in particular:

- (a) in the framework of the full implementation of relevant UN Security Council Resolutions, the UN Global Counter-Terrorism Strategy, international conventions and instruments;
- (b) by exchange of information on terrorist groups and their support networks in accordance with international and national law; and
- (c) by exchanges of view on means and methods used to counter terrorism, including in technical fields and training, and by exchange of experiences in respect of preventing and combating terrorism.

The Parties continue to be committed to reaching an agreement on the UN Comprehensive Convention on International Terrorism as soon as possible.

The Parties are deeply concerned about incitement of terrorist acts and emphasise their commitment to take all necessary and appropriate measures in accordance with international and national law, to reduce the threat posed by such incitement.

#### ARTICLE 5

##### **Countering Proliferation of Weapons of Mass Destruction**

The Parties consider that the proliferation of weapons of mass destruction (WMD) and their means of delivery, both to state and non-state actors, represents one of the most serious threats to international stability and security. The Parties therefore agree to cooperate and to contribute to countering the proliferation of WMD and their means of delivery through full compliance with and national implementation of their existing obligations under

international disarmament and non-proliferation treaties and agreements and other relevant international obligations. The Parties agree that this provision constitutes an essential element of this Agreement.

The Parties furthermore agree to cooperate and to contribute to countering the proliferation of WMD and their means of delivery by:

- (a) taking steps to sign, ratify, or accede to, as appropriate, and fully implement all other relevant international instruments;
- (b) the establishment of an effective system of national export controls, controlling the export as well as transit of WMD related goods, including a WMD end-use control on dual-use technologies and containing effective sanctions for breaches of export controls.

The Parties agree to establish a regular political dialogue that will accompany and consolidate these elements.

## ARTICLE 6

### **Small Arms and Light Weapons**

1. The Parties recognise that the illicit manufacture, transfer and circulation of small arms and light weapons (SALW), including their ammunition, and their excessive accumulation, poor management, inadequately secured stockpiles and uncontrolled spread continue to pose a serious threat to peace and international security.

2. The Parties agree to observe and fully implement their respective obligations to deal with the illicit trade in SALW, including their ammunition, under existing international agreements and UN Security Council resolutions, as well as their commitments within the framework of other international instruments applicable in this area, such as the UN Programme of Action to prevent, combat and eradicate the illicit trade in SALW in all its aspects.

3. The Parties agree to bilaterally cooperate and to ensure coordination, complementarity and synergy in their efforts to deal with the illicit trade in SALW, including their ammunition, at global, regional, sub-regional and national levels and agree to establish regular political dialogue that will accompany and consolidate this undertaking.

## ARTICLE 7

### **International Criminal Cooperation**

1. The Parties affirm that international crimes of various forms and kinds constitute a threat to international peace and security.
2. The parties affirm their commitment to take all necessary measures to prevent the commission of these crimes and to ensure their punishment in accordance with the relevant rules of domestic and international law.
3. The parties stress the importance of joint cooperation in the field of exchanging experiences and adopting best practices related to legislative reform of criminal laws to ensure that there was no impunity for the perpetrators of those crimes.
4. The parties affirm their commitment to developing and maintaining decent and humane conditions in prisons and detention centres, including ensuring full implementation of international obligations prohibiting torture and cruel, inhuman or degrading treatment or punishment.

## TITLE II **TRADE AND INVESTMENTS**

### SECTION I **Trade in Goods**

#### Chapter I **General Provisions**

## ARTICLE 8

### **Scope and Coverage**

This Chapter shall apply to trade in goods between the Parties.

## ARTICLE 9

### **Customs Duties**

For the purposes of this Chapter, a “customs duty” includes any duty or charge of any kind imposed on or in connection with the importation or exportation of a good, including any form of surtax or surcharge imposed on or in connection with such importation or exportation. A “customs duty” does not include any:

- (a) charge equivalent to an internal tax imposed consistently with Article 11;
- (b) duty imposed consistently with Chapter II of Section I of Title II of this Agreement;
- (c) duty applied consistently with Articles VI, XVI and XIX of the General Agreement on Tariffs and Trade 1994 (hereinafter referred to as the “GATT 1994”), the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994 as set out in Annex 1A to the WTO Agreement (AD Agreement), the WTO Agreement on Subsidies and Countervailing Measures (SCM Agreement), the WTO Agreement on Safeguards (Safeguards Agreement), Article 5 of the WTO Agreement on Agriculture or the WTO Understanding on Rules and Procedures Governing the Settlement of Disputes (hereinafter referred to as the “DSU”);
- (d) fee or other charge imposed pursuant to a Party’s domestic law and consistently with Article VIII of the GATT 1994 and its Notes and Supplementary Provisions.

## ARTICLE 10

### **MFN Treatment**

1. The Parties shall accord to one another most-favoured-nation treatment in accordance with Article I:1 of the GATT 1994 and its Notes and Supplementary Provisions.
2. The provisions of paragraph 1 shall not apply to:
  - (a) advantages granted with the object of establishing a customs union or a free-trade area according to the GATT 1994 or pursuant to the establishment of such customs union or free trade area;
  - (b) advantages granted to particular countries in accordance with the GATT 1994 and with other international arrangements in favour of developing countries.

## ARTICLE 11

### **National treatment**

Each Party shall accord national treatment to the goods of the other Party in accordance with Article III of the GATT 1994 and its Notes and

Supplementary Provisions. To this end, Article III of the GATT 1994 and its Notes and Supplementary Provisions are incorporated into and made part of this Agreement, *mutatis mutandis*.

## ARTICLE 12

### **Tariff Policy**

1. Products originating in Iraq and imported into the United Kingdom shall be subject to the United Kingdom MFN tariff. No customs duties exceeding those applied to imports from WTO Members in accordance with Article I of the GATT 1994 shall be applied to products originating in Iraq and imported into the United Kingdom.
2. Products originating in the United Kingdom shall, on their importation into Iraq, not be subject to customs duties exceeding an 8 % Reconstruction Levy on imported goods.
3. The Parties agree that until Iraq accedes to the WTO, the Parties may amend the level of customs duties on imports after mutual consultation between the Parties.
4. If, after the signature of this Agreement, any tariff reduction is applied by Iraq to imports on an *erga omnes* basis, in particular reductions resulting from the tariff negotiations in the WTO, such reduced customs duties shall be applied to imports originating in the United Kingdom and replace the basic duty or Reconstruction Levy as from the date when such reductions are applied.

## ARTICLE 13

### **Application of Relevant Provisions of the GATT 1994**

The following Articles of the GATT 1994 shall be incorporated into and made part of this Agreement and shall apply between the Parties, *mutatis mutandis*:

- (a) Article V and its Notes and Supplementary Provisions;
- (b) Article VII, paragraphs 1, 2, 3, 4(a), 4(b), 4(d) and 5 and its Notes and Supplementary provisions and the WTO Agreement on Implementation of Article VII of the GATT 1994;
- (c) Article VIII and its Notes and Supplementary Provisions;
- (d) Article IX;

(e) Article X.

#### ARTICLE 14

##### **Harmonized Commodity Description**

The classification of goods in trade between the Parties shall be that set out in each Party's respective tariff nomenclature interpreted in conformity with the Harmonized System of the International Convention on the Harmonized Commodity Description and Coding System, done at Brussels on 14 June 1983.

#### ARTICLE 15

##### **Temporary Admission of Goods**

Without prejudice to the rights and obligations stemming from international conventions on the temporary admission of goods which bind both Parties, each Party shall grant the other Party exemption from import charges and duties on goods admitted temporarily. The temporary admission procedure shall be applied taking account of the conditions under which the obligations stemming from such conventions have been accepted by the Party in question.

#### ARTICLE 16

##### **Prohibition of Quantitative Restrictions**

The United Kingdom and Iraq shall, upon the entry into force of this Agreement, abolish and shall not adopt or maintain in trade between themselves any restrictions on imports or exports or any measures having equivalent effect in accordance with Article XI of the GATT 1994 and its Notes and Supplementary Provisions. To this end, Article XI of the GATT 1994 and its Notes and Supplementary Provisions are incorporated into and made part of this Agreement, *mutatis mutandis*.

#### ARTICLE 17

##### **Export Duties**

Neither Party shall maintain or institute any customs duties, taxes or other fees and charges imposed on or in connection with the exportation of goods to the other Party. Neither Party may maintain or institute any internal taxes, fees, and charges on goods exported to the other Party that are in excess of those imposed on like products destined for internal sale.

Chapter II  
**Trade Remedies Instruments**

ARTICLE 18

**Anti-dumping and Countervailing Measures**

1. Nothing in this Agreement shall prevent the Parties from adopting anti-dumping or countervailing measures in accordance with Article VI of the GATT 1994, and its Notes and Supplementary Provisions, AD Agreement and the SCM Agreement.
2. This Article shall not be subject to the provisions of Section VI of Title II of this Agreement.

ARTICLE 19

**Safeguard Measures**

1. Nothing in this Agreement shall prevent the Parties from adopting measures in accordance with Article XIX of the GATT 1994 and the Safeguards Agreement.
2. This Article shall not be subject to the provisions of Section VI of Title II of this Agreement.

Chapter III  
**Exceptions**

ARTICLE 20

**General Exceptions**

The provisions of Article XX of the GATT 1994, and its Notes and Supplementary Provisions, and of Article XXI of the GATT 1994, which are incorporated into and made part of this Agreement, shall apply between the Parties, *mutatis mutandis*.

Chapter IV  
**Non-tariff Issues**

ARTICLE 21

*Technical regulations, standards and conformity assessment procedures  
Relationship with the WTO Agreement on Technical Barriers to Trade*

1. The provisions of the WTO Agreement on Technical Barriers to Trade (hereinafter referred to as the “TBT Agreement”), which is incorporated into and made part of this Agreement, shall apply between the Parties, *mutatis mutandis*.

*Scope and coverage*

2. The provisions of this Chapter shall apply to the preparation, adoption and application of technical regulations, standards and conformity assessment procedures, as defined in the TBT Agreement.

*Objectives*

3. The objectives of cooperation in the areas of technical regulations, standards and conformity assessment procedures between the Parties shall be:

- (a) to avoid or reduce technical barriers to trade, in order to facilitate trade between the Parties;
- (b) to enhance access for products to each other’s markets through improvements in safety, quality and competitiveness of products;
- (c) to promote a greater use of international standards and conformity assessment systems, including sector specific measures, and the use of international best practices for drawing them up;
- (d) to ensure that the preparation, adoption and application of standards and technical regulations are transparent and do not create unnecessary obstacles to trade between the Parties, in accordance with the provisions of the TBT Agreement;
- (e) to develop the infrastructure for technical regulation, standardisation, conformity assessment, accreditation, metrology and market surveillance in Iraq;
- (f) to develop links between standardisation, conformity assessment and regulatory institutions of Iraq and of the United Kingdom;
- (g) to promote effective participation of Iraqi institutions in international standards setting bodies and the TBT Committee.

*Technical regulations, standards and conformity assessment procedures*

4.

- (a) The Parties shall ensure that technical regulations, standards and conformity assessment procedures are not prepared, adopted or applied with a view to, or with an effect of, creating unnecessary obstacles to trade between the Parties, subject to the provisions of the TBT Agreement.
- (b) The Parties shall endeavour where possible to harmonise their standards, technical regulations and conformity assessment procedures.

*Transparency and notification*

5.

- (a) Obligations concerning the sharing of information on technical regulations, standards and conformity assessment procedures provided for by the TBT Agreement shall apply between the Parties.
- (b) The Parties agree to exchange information on issues of potential relevance to their trade relations, including rapid alerts, scientific opinions and events through contact points.
- (c) The Parties may cooperate in the establishment and maintenance of contact points, and in the setting up and maintenance of common databases.

Chapter V

**Sanitary and Phytosanitary Measures**

ARTICLE 22

**Sanitary and Phytosanitary Measures**

1. The Parties shall cooperate in the area of sanitary and phytosanitary (“SPS”) measures with the objective of facilitating trade while protecting human, animal or plant life or health. The provisions of the WTO Agreement on the Application of Sanitary and Phytosanitary Measures, which is incorporated into and made part of this Agreement, shall apply between the Parties, *mutatis mutandis*.

2. On request the Parties may identify and address problems arising from the application of specific SPS measures with a view to reaching mutually acceptable solutions.

3. This Article shall not be subject to the provisions of Section VI of Title II of this Agreement.

## SECTION II Trade in Services and Establishment

### ARTICLE 23

#### Coverage

1. This Section hereby lays down the necessary arrangements for the progressive liberalisation of trade in services and establishment between the Parties.

2. This Section applies to measures affecting trade in services and establishment in all economic activities, with the exception of:

- (a) mining, manufacturing and processing of nuclear materials;
- (b) production of or trade in arms, munitions and war material;
- (c) audio-visual services and cultural services;
- (d) education services;
- (e) health and social services;
- (f) national maritime cabotage;
- (g) air transport services and services auxiliary to air transport other than:
  - (i) aircraft repair and maintenance services during which an aircraft is withdrawn from service;
  - (ii) the selling and marketing of air transport services;
  - (iii) computer reservation system services;
  - (iv) ground handling services;
  - (v) airport operation services; and
- (h) space transport services.

3. Nothing in this Section shall be construed to impose any obligation with respect to government procurement.
4. The provisions of this Section shall not apply to subsidies granted by the Parties.
5. Consistent with the provisions of this Section, each Party retains the right to regulate and to introduce new regulations to meet legitimate policy objectives.

## ARTICLE 24

### **Definitions**

For the purposes of this Section:

- (a) a “natural person of the United Kingdom” means a national of the United Kingdom according to its legislation and a ‘natural person of Iraq’ means a national of Iraq according to its legislation;
- (b) a “juridical person” means any legal entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;
- (c) a “juridical person of the United Kingdom” or a “juridical person of Iraq” means a juridical person set up in accordance with the laws of the United Kingdom or of Iraq, respectively, and having its registered office, central administration, or principal place of business in the territory of the United Kingdom or in the territory of Iraq, respectively. Should the juridical person have only its registered office, central administration, or principal place of business in the territory of the United Kingdom or in the territory of Iraq, respectively, it shall not be considered as a juridical person of the United Kingdom or a juridical person of Iraq, respectively, unless its operations possess a real and continuous link with the economy of the United Kingdom or of Iraq, respectively;
- (d) notwithstanding point (c), shipping companies established outside the United Kingdom or Iraq and controlled by nationals of the United Kingdom or of Iraq, respectively, shall also be beneficiaries of the provisions of this Agreement, if their vessels are registered in accordance with their respective legislation, in the United Kingdom or in Iraq, and carry the flag of the United Kingdom or of Iraq;

- (e) “economic activity” does not include activities carried out in the exercise of governmental authority, which means activities carried out neither on a commercial basis nor in competition with one or more economic operators;
- (f) “subsidiary” means a juridical person which is effectively controlled by another juridical person;
- (g) “branch” of a juridical person means a place of business not having legal personality which has the appearance of permanency, such as the extension of a parent body, has a management and is materially equipped to negotiate business with third parties so that the latter, although knowing that there will if necessary be a legal link with the parent body, the head office of which is abroad, do not have to deal directly with such parent body but may transact business at the place of business constituting the extension;
- (h) “service supplier” of a Party means any natural or juridical person of a Party that seeks to supply or supplies a service;
- (i) “trade in services” is defined as the supply of a service through the following modes:
  - (i) from the territory of a Party into the territory of the other Party;
  - (ii) in the territory of a Party to the service consumer of the other Party;
  - (iii) by a service supplier of a Party, through establishment in the territory of the other Party;
  - (iv) by a service supplier of a Party, through presence of natural persons in the territory of the other Party;
- (j) “measure” means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;
- (k) “measures adopted or maintained by a Party” means measures taken by:
  - (i) central, regional or local governments or authorities; and
  - (ii) non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities;
- (l) “service” includes any service in any sector except services

supplied in the exercise of governmental authority;

- (m) “establishment” means any type of business or professional establishment through:
  - (i) the constitution, acquisition or maintenance of a juridical person; or
  - (ii) the creation or maintenance of a branch or representative office,

within the territory of a Party for the purpose of performing an economic activity;

- (n) “investor” of a Party means any natural or juridical person that seeks to perform or performs an economic activity through setting up an establishment;
- (o) a “service supplied in the exercise of governmental authority” means any service which is supplied neither on a commercial basis, nor in competition with one or more service suppliers;
- (p) [(XX) “financial service” has the same meaning as in the General Agreement on Trade in Services;
- (q) (XX) “financial service supplier” has the same meaning as in the General Agreement on Trade in Services.]

## ARTICLE 25

1. From the entry into force of this Agreement, the United Kingdom shall extend to services or service suppliers of Iraq the treatment resulting from the schedule of specific commitments of the United Kingdom on national treatment and market access under the General Agreement on Trade in Services (hereinafter referred to as the “GATS”).

2. From the entry into force of this Agreement, and subject to paragraph 3, Iraq shall grant to services, service suppliers, establishments and investors of the United Kingdom in the services and non-services sector, treatment no less favourable than that granted to like services, service suppliers, establishments and investors of Iraq or to like services, service suppliers, establishments and investors of any third country, whichever is the better.

3. Iraq may modify the treatment granted to services, service suppliers, establishments and investors of the United Kingdom by subjecting it to conditions and qualifications which result in treatment less favourable than that granted to its own like services, service suppliers, establishments and investors.

Such modification shall respect the following conditions:

- (a) The treatment granted to services, service suppliers, establishments and investors of the United Kingdom shall remain no less favourable than that granted by Iraq to like services, service suppliers, establishments and investors of any third country.
- (b) Iraq shall notify such intention to the United Kingdom four months before the intended date of implementation of such conditions and qualifications. At the request of the United Kingdom, Iraq shall provide detailed information on the reasons that justify the intended imposition of conditions and qualifications. These conditions and qualifications shall be deemed accepted by the United Kingdom if no communication is sent to Iraq within eight weeks.
- (c) At the request of either Party, the proposed conditions and qualifications shall be referred to the Cooperation Committee for examination and approval.

4. Without prejudice to the benefits arising from the treatment granted to services, service suppliers, establishments and investors of the United Kingdom pursuant to paragraph 2 of this Article, following its accession to the WTO, Iraq shall also extend to services and service suppliers of the United Kingdom the treatment resulting from its schedule of specific commitments of the United Kingdom on national treatment and market access under the GATS.

#### ARTICLE 26

1. For the purposes of this Section, “tax convention” means a convention for the avoidance of double taxation, or any other international taxation agreement or arrangement.

2. The most-favoured-nation treatment granted in accordance with the provisions of this Section shall not apply to tax advantages which the Parties are providing or will provide in the future on the basis of tax conventions.

3. Nothing in this Agreement affects the rights and obligations of a Party under any tax convention. In the event of any inconsistency between this Agreement and any such tax convention, the tax convention prevails to the extent of the inconsistency.

4. In the case of a tax convention between the Parties, if an issue arises as to whether any inconsistency exists between this Agreement and the tax convention, the issue shall be referred by the Parties to the competent authorities under, or in respect of, that tax convention. Those competent authorities shall have 12 months beginning with the date of that referral to

make a determination as to the existence and extent of any inconsistency. If those competent authorities agree, that period may be extended by no more than a further 12 months. No procedures concerning the measure giving rise to the issue may be initiated under this Agreement before the expiry of that 12 month period, beginning with the date of the referral, or any other period as may have been agreed by those competent authorities. Any panel established under this Agreement to consider a dispute related to a taxation measure shall accept as binding a determination made by those competent authorities under this paragraph.

5. Nothing in this Section shall be construed to prevent the adoption or enforcement by a Party of any measure aimed at preventing the avoidance of taxes pursuant to tax conventions or domestic fiscal legislation.

6. Nothing in this Section shall be construed to prevent the United Kingdom or Iraq from distinguishing, in the application of the relevant provisions of their fiscal legislation, between taxpayers who are not in identical situations, in particular as regards their place of residence.

#### ARTICLE 27

##### **Other Agreements**

Nothing in this Section shall limit the rights of investors of the Parties to benefit from any more favourable treatment provided for in any existing or future international agreement relating to investment to which the United Kingdom and Iraq are parties.

#### ARTICLE 28

##### **Transparency**

Each Party shall respond promptly to all requests by the other Party for specific information on any of its measures of general application or international agreements which pertain to or affect this Agreement. Each Party shall also establish one or more enquiry points to provide specific information to service suppliers of the other Party, upon request, on all such matters. Such enquiry points are listed in ANNEX 3. Enquiry points need not be depositories of laws and regulations.

#### ARTICLE 29

##### **Exceptions**

1. The provisions of this Section are subject to the exceptions contained

in this Article. Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between countries where like conditions prevail, or a disguised restriction on trade in services, nothing in this Section shall be construed to prevent the adoption or enforcement by a Party of measures:

- (a) necessary to protect public security or public morals or to maintain public order;
- (b) necessary to protect human, animal or plant life or health;
- (c) necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of this Section including those relating to:
  - (i) the prevention of deceptive and fraudulent practices or to deal with the effects of a default on services contracts;
  - (ii) the protection of the privacy of individuals in relation to the processing and dissemination of personal data and the protection of confidentiality of individual records and accounts;
  - (iii) safety;
- (d) inconsistent with the objectives of Article 25, provided that the difference in treatment is aimed at ensuring the equitable or effective<sup>1</sup> imposition or collection of direct taxes in respect of services or service suppliers of the other Party;

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<sup>1</sup> Measures that are aimed at ensuring the equitable or effective imposition or collection of direct taxes include measures taken by a Party under its taxation system which:

- (i) apply to non-resident service suppliers in recognition of the fact that the tax obligation of non-residents is determined with respect to taxable items sourced or located in the Party's territory; or
- (ii) apply to non-residents in order to ensure the imposition or collection of taxes in the Party's territory; or
- (iii) apply to non-residents or residents in order to prevent the avoidance or evasion of taxes, including compliance measures; or
- (iv) apply to consumers of services supplied in or from the territory of the other Party in order to ensure the imposition or collection of taxes on such consumers derived from sources in the Party's territory; or
- (v) distinguish service suppliers subject to tax on worldwide taxable items from other service suppliers, in recognition of the difference in the nature of the tax base between them; or
- (vi) determine, allocate or apportion income, profit, gain, loss, deduction or credit of resident persons or branches, or between related persons or branches of the same person, in order to safeguard the Party's tax base.

Tax terms or concepts in paragraph (d) of Article 29 and in this footnote are determined according to tax definitions and concepts, or equivalent or similar definitions and concepts, under the domestic law of the Party taking the measure.

- (e) inconsistent with the objectives of Article 25, provided that the difference in treatment is aimed at preventing the avoidance or evasion of taxes pursuant to tax conventions or domestic fiscal legislation.

2. The provisions of this Section shall not apply to the Parties' respective social security systems or to activities in the territory of each Party, which are connected, even occasionally, with the exercise of official authority.

3. The provisions of this Section shall not apply to measures affecting natural persons seeking access to the employment market of a Party, nor shall it apply to measures regarding citizenship, residence or employment on a permanent basis.

4. Nothing in this Section shall prevent a Party from applying measures to regulate the entry of natural persons into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across, its borders, provided that, in so doing, it does not apply them in a manner as to nullify or impair the benefits accruing to the other Party under Article 25.

5. Nothing in this Section prevents a Party from adopting or maintaining measures for prudential reasons,<sup>2</sup> including:

- (a) the protection of investors, depositors, policyholders, or persons to whom a financial service supplier owes a fiduciary duty;
- (b) the maintenance of the safety, soundness, integrity, or financial responsibility of a financial service supplier; or
- (c) to ensure the integrity and stability of the Party's financial system.

6. Nothing in this Section applies to activities conducted by a central bank or monetary authority or by any other public entity in pursuit of monetary or exchange rate policies.

7. Nothing in this Section shall be construed to prevent a Party, including its public entities, from exclusively conducting or providing, in its territory, activities or services for the account or with the guarantee or using the financial resources of, the Party, or its public entities.

8. The provisions of this Section shall not prejudice the application by each Party of any measures necessary to prevent the circumvention of its measures concerning third country access to its market, through the provisions

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<sup>2</sup> The Parties understand that the term "prudential reasons" includes the maintenance of the safety, soundness, integrity, or financial responsibility of payment, settlement and clearing systems.

of this Agreement.

## ARTICLE 30

### **Security Exceptions**

Nothing in this Section shall be construed:

- (a) to require a Party to furnish any information, the disclosure of which it considers contrary to its essential security interests; or
- (b) to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests:
  - (i) relating to economic activities carried out directly or indirectly for the purpose of provisioning a military establishment;
  - (ii) relating to fissionable and fusionable materials or the materials from which they are derived;
  - (iii) connected with the production of or trade in arms, munitions and war materials and related to traffic in other goods and materials;
  - (iv) relating to government procurement indispensable for national security or for national defence purposes;
  - (v) taken in time of war or other emergency in international relations; or
- (c) to prevent a Party from taking any action in pursuance of its obligations under the Charter of the United Nations for the maintenance of international peace and security.

## ARTICLE 31

### **Progressive Liberalisation of Trade in Services and Establishment**

As circumstances allow, including the situation arising from the accession of Iraq to the WTO, the Cooperation Council may make recommendations to the two Parties to expand progressively trade in services and establishment between them and ensure full consistency with the provisions of the GATS, notably Article V. Where accepted, those recommendations could be put into effect by virtue of agreements between the two Parties.

SECTION III  
**Provisions Affecting Business and Investment**

ARTICLE 32

**Encouragement of Investment**

The Parties shall encourage an increase in mutually beneficial investment by establishing a more favourable climate for private investment.

ARTICLE 33

**Contact Points and Exchange of Information**

In order to facilitate the communication between the Parties on any trade matter related to private investment, each Party shall designate a contact point. On the request of either Party, the contact point of the other Party shall indicate the office or official responsible for the matter and provide the required support to facilitate communication with the requesting Party.

SECTION IV  
**Current Payments and Capital**

ARTICLE 34

**Objective and Scope**

1. The Parties shall aim for the liberalisation of current payments and capital movements between them, in conformity with the commitments undertaken in the framework of the international financial institutions.
2. This Section applies to all current payments and capital movements between the Parties.

ARTICLE 35

**Current Account**

The Parties shall allow, in freely convertible currency and in accordance with the Articles of Agreement of the International Monetary Fund, any payments and transfers of the current account between the Parties.

## ARTICLE 36

### **Capital Account**

From the entry into force of the Agreement, the Parties shall allow the free movements of capital relating to direct investments made in accordance with the laws of the host country and investments made in accordance with the provisions of this Agreement, and the liquidation or repatriation of these capitals and of any profit stemming therefrom.

## ARTICLE 37

### **Standstill**

The Parties shall not introduce any new restrictions on current payments and movements of capital between their residents and shall not make the existing arrangements more restrictive, except where justified by a legitimate public policy objective and applied in a non-discriminatory and proportionate manner.

## ARTICLE 38

### **Safeguard Measures**

1. Where, in exceptional circumstances, movements of capital between the United Kingdom and Iraq cause, or threaten to cause, serious difficulties for the operation of exchange rate policy or monetary policy in the United Kingdom or Iraq, the United Kingdom and Iraq, respectively, may take safeguard measures with regard to movements of capital between the United Kingdom and Iraq for a period not exceeding six months if such measures are strictly necessary.
2. The Party adopting the safeguard measures shall inform the other Party, as soon as possible, of a time schedule for their removal.

## ARTICLE 39

### **Final Provisions**

1. Nothing in this Section shall limit the rights of economic operators of the Parties from benefiting from any more favourable treatment that may be provided for in any existing bilateral or multilateral agreement to which they are parties.
2. The Parties shall consult each other with a view to facilitating the

movement of capital between them in order to promote the objectives of this Agreement.

SECTION V  
**Trade-related Issues**

Chapter I  
**State Trading Enterprises**

ARTICLE 40

1. The Parties aim to comply with the provisions of Article XVII of the GATT 1994, and its Notes and Supplementary Provisions and the WTO Understanding on the Interpretation of Article XVII of the General Agreement on Tariffs and Trade 1994, which are incorporated into and made part of this Agreement, *mutatis mutandis*.
2. If one of the Parties requests information from the other Party on individual cases of state trading enterprises, the manner of their operation and the effect of their operations on bilateral trade, the requested Party shall ensure maximum transparency possible without prejudice to Article XVII.4(d) of the GATT 1994 on confidential information.
3. Each Party shall ensure that any state trading enterprise supplier of a good or service shall comply with that Party's obligation under this Agreement.

Chapter II  
**Public Procurement**

ARTICLE 41

**Introduction**

1. The Parties recognise the contribution of transparent, competitive and open tendering to sustainable economic development and set as their objective the effective, reciprocal and gradual opening of their respective procurement markets.
2. For the purposes of this Chapter:
  - (a) "commercial goods or services" means goods or services of a type generally sold or offered for sale in the commercial marketplace to, and customarily purchased by, non-governmental buyers for non-governmental purposes;

- (b) “construction service” means a service that has as its objective the realization by whatever means of civil or building works, based on Division 51 of the United Nations Provisional Central Product Classification (hereinafter referred to as the “CPC”);
- (c) “days” means calendar days;
- (d) “electronic auction” means an iterative process that involves the use of electronic means for the presentation by suppliers of either new prices, or new values for quantifiable non-price elements of the tender related to the evaluation criteria, or both, resulting in a ranking or re- ranking of tenders;
- (e) “in writing” or “written” means any worded or numbered expression that can be read, reproduced and later communicated. It may include electronically transmitted and stored information;
- (f) “limited tendering” means a procurement method whereby the procuring entity contacts a supplier or suppliers of its choice;
- (g) “measure” means any law, regulation, procedure, administrative guidance or practice, or any action of a procuring entity relating to a covered procurement;
- (h) “multi-use list” means a list of suppliers that a procuring entity has determined satisfy the conditions for participation in that list, and that the procuring entity intends to use more than once;
- (i) “notice of intended procurement” means a notice published by a procuring entity inviting interested suppliers to submit a request for participation, a tender, or both;
- (j) “offset” means any condition or undertaking that encourages local development or improves a Party’s balance-of-payments accounts, such as the use of domestic content, the licensing of technology, investment, counter-trade and similar action or requirement;
- (k) “open tendering” means a procurement method whereby all interested suppliers may submit a tender;
- (l) “person” means a natural person or a juridical person;
- (m) “procuring entity” means an entity covered under Appendix I of ANNEX 1 to this Agreement;
- (n) “qualified supplier” means a supplier that a procuring entity recognises as having satisfied the conditions for participation;

- (o) “selective tendering” means a procurement method whereby only qualified suppliers are invited by the procuring entity to submit a tender;
- (p) “services” includes construction services, unless otherwise specified;
- (q) “standard” means a document approved by a recognised body that provides for common and repeated use, rules, guidelines or characteristics for goods or services, or related processes and production methods, with which compliance is not mandatory. It may also include or deal exclusively with terminology, symbols, packaging, marking or labelling requirements as they apply to a good, service, process or production method;
- (r) “supplier” means a person or group of persons that provides or could provide goods or services; and
- (s) “technical specification” means a tendering requirement that:
  - (i) lays down the characteristics of goods or services to be procured, including quality, performance, safety and dimensions, or the processes and methods for their production or provision; or
  - (ii) addresses terminology, symbols, packaging, marking or labelling requirements, as they apply to a good or service.

## ARTICLE 42

### **Scope and Coverage**

1. This Chapter applies to any measure regarding covered procurement. For the purposes of this Chapter, “covered procurement” means procurement for governmental purposes:

- (a) of goods, services, or any combination thereof:
  - (i) as specified for each Party in the Sub-Annexes of Appendix I of ANNEX 1 to this Agreement; and
  - (ii) not procured with a view to commercial sale or resale, or for use in the production or supply of goods or services for commercial sale or resale;
- (b) by any contractual means, including purchase, lease, and rental or hire purchase, with or without an option to buy;

- (c) for which the value equals or exceeds the relevant threshold specified for each Party in the Sub-Annexes of Appendix I of ANNEX 1 to this Agreement, at the time of publication of a notice in accordance with Article 45;
- (d) by a procuring entity; and
- (e) that is not otherwise excluded from coverage.

2. Except where provided, this Chapter does not apply to:

- (a) the acquisition or rental of land, existing buildings or other immovable property or the rights thereon;
- (b) non-contractual agreements or any form of assistance that a Party provides, including cooperative agreements, grants, loans, equity infusions, guarantees and fiscal incentives;
- (c) the procurement or acquisition of fiscal agency or depositary services, liquidation and management services for regulated financial institutions or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities;
- (d) public employment contracts;
- (e) procurement conducted:
  - (i) for the specific purpose of providing international assistance, including development aid;
  - (ii) under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project; or
  - (iii) under the particular procedure or condition of an international organisation, or funded by international grants, loans or other assistance where the applicable procedure or condition would be inconsistent with this Chapter.

3. Each Party shall define and specify the following information in the Sub-Annexes of Appendix I of ANNEX 1 to this Agreement:

- (a) in Sub-Annex 1, the central government entities whose procurement is covered by this Chapter;

- (b) in Sub-Annex 2, all other entities whose procurement is covered by this Chapter;
- (c) in Sub-Annex 3, the goods covered by this Chapter;
- (d) in Sub-Annex 4, the services, other than construction services, covered by this Chapter;
- (e) in Sub-Annex 5, the construction services covered by this Chapter;
- (f) in Sub-Annex 6, general notes and derogations from the provisions of this Chapter.

4. Where a procuring entity, in the context of covered procurement, requires persons not covered under the Sub-Annexes of Appendix I of ANNEX 1 to this Agreement to procure in accordance with particular requirements, Article 43 shall apply *mutatis mutandis* to such requirements.

5. In estimating the value of a procurement for the purpose of ascertaining whether it is a covered procurement, a procuring entity shall neither divide a procurement into separate procurements nor select or use a particular valuation method for estimating the value of a procurement with the intention of totally or partially excluding it from the application of this Chapter.

6. Nothing in this Chapter shall be construed to prevent a Party from taking any action or not disclosing any information that it considers necessary for the protection of its essential security interests relating to the procurement of arms, ammunition or war materials, or to procurement indispensable for national security or for national defence purposes.

7. Subject to the requirement that such measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between the Parties where the same conditions prevail or a disguised restriction on international trade between the Parties, nothing in this Chapter shall be construed to prevent a Party from imposing or enforcing measures:

- (a) necessary to protect public morals, order or safety;
- (b) necessary to protect human, animal or plant life or health;
- (c) necessary to protect intellectual property; or
- (d) relating to goods or services of persons with disabilities, philanthropic institutions or prison labour.

## ARTICLE 43

### *General Principles*

1. With respect to any measure and any measure regarding covered procurement, each Party, including its procuring entities, shall accord immediately and unconditionally to the goods and services of the other Party and to the suppliers of the other Party offering the goods or services, treatment no less favourable than the treatment the Party, including its procuring entities, accords to domestic goods, services and suppliers.

2. With respect to any measure regarding covered procurement, a Party, including its procuring entities, shall not:

- (a) treat a locally established supplier less favourably than another locally established supplier on the basis of the degree of foreign affiliation or ownership; nor
- (b) discriminate against a locally established supplier on the basis that the goods or services offered by that supplier for a particular procurement are goods or services of the other Party.

3. With respect to any laws, regulations, procedures and practices regarding government procurement, as well as in respect of specific procurements by public authorities at all levels opened to goods, services and suppliers of third countries, Iraq shall provide to the goods, services and suppliers of the United Kingdom treatment no less favourable than that accorded to goods, services and suppliers of any third country.

### *Use of electronic means*

4. When conducting covered procurement by electronic means, a procuring entity shall:

- (a) ensure that the procurement is conducted using information technology systems and software, including those related to authentication and encryption of information, that are generally available and interoperable with other generally available information technology systems and software; and
- (b) maintain mechanisms that ensure the integrity of requests for participation and tenders, including establishment of the time and receipt and the prevention of inappropriate access.

### *Conduct of Procurement*

5. A procuring entity shall conduct covered procurement in a transparent and impartial manner that avoids conflicts of interest and prevents corruptive practices and that is consistent with this Chapter.

*Rules of Origin*

6. For the purposes of covered procurement, no Party shall apply rules of origin to goods or services imported from or supplied by the other Party that are different from the rules of origin the Party applies at the same time in the normal course of trade to imports or supplies of the same goods or services from the same Party.

ARTICLE 44

**Publication of Procurement Information**

1. Each Party shall:
  - (a) promptly publish any law, regulation, judicial decision, administrative ruling of general application, standard contract clause that is mandated by a law or regulation and is incorporated by reference in notices and tender documentation, and procedure regarding covered procurement, and any modifications thereof, in an officially designated electronic or paper medium that is widely disseminated and remains readily accessible to the public;
  - (b) provide an explanation of the information described in point (a) to the other Party, on request;
  - (c) list in Appendix II of ANNEX 1 to this Agreement, the electronic or paper media in which the Party publishes the information described in point (a);
  - (d) list in Appendix III of ANNEX 1 to this Agreement, the electronic media in which the Party publishes the notices required by Articles 45, 47(4) and 55(2).
2. Each Party shall promptly notify the other Party of any modification to the Party's information listed in Appendix II or III of ANNEX 1 to this Agreement.

ARTICLE 45

**Publication of Notices**

*Notice of Intended Procurement*

1. For each covered procurement, except in the circumstances described in Article 52, a procuring entity shall publish a notice of intended procurement in the appropriate media listed in Appendix III of ANNEX 1 to this Agreement. Each such notice shall include the information set out in Appendix IV of ANNEX 1 to this Agreement. These notices shall be accessible by electronic

means free of charge through a single point of access.

*Summary Notice*

2. For each case of intended procurement, a procuring entity shall publish a summary notice that is readily accessible, at the same time as the publication of the notice of intended procurement, in English. The summary notice shall contain at least the following information:

- (a) the subject matter of the procurement;
- (b) the final date for the submission of tenders or, where applicable, any final date for the submission of requests for participation in the procurement or for inclusion on a multi-use list; and
- (c) the address from which documents relating to the procurement may be requested.

*Notice of Planned Procurement*

3. Procuring entities are encouraged to publish as early as possible in each fiscal year a notice regarding their future procurement plans (hereinafter referred to as a “notice of planned procurement”). The notice should include the subject matter of the procurement and the planned date of the publication of the notice of intended procurement.

4. A procuring entity listed in Sub-Annex 2 of Appendix I of ANNEX 1 to this Agreement may use a notice of planned procurement as a notice of intended procurement provided that it includes as much of the information in Appendix IV of ANNEX 1 to this Agreement as is available and a statement that interested suppliers should express their interest in the procurement to the procuring entity.

ARTICLE 46

**Conditions for Participation**

1. A procuring entity shall limit the conditions for participation in a procurement to those that are essential to ensure that a supplier has the legal and financial capacities and the commercial and technical abilities to undertake the relevant procurement.

2. In assessing whether a supplier satisfies the conditions for participation, a procuring entity:

- (a) shall evaluate the financial, commercial and technical abilities of a supplier on the basis of that supplier’s business activities both inside and outside the territory of the Party of the procuring entity;

- (b) shall not impose the condition that, in order for a supplier to participate in a procurement, the supplier has previously been awarded one or more contracts by a procuring entity of a Party or that the supplier has prior work experience in the territory of a Party; and
  - (c) may require relevant prior experience where essential to meet the requirements of the procurement.
- 3. In making this assessment, the procuring entity shall base its evaluation on the conditions that it has specified in advance in notices or tender documentation.
- 4. A procuring entity may exclude a supplier on grounds such as bankruptcy, false declarations, significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts, judgments in respect of serious crimes or other serious public offences, professional misconduct or failure to pay taxes.

#### ARTICLE 47

### **Qualification of Suppliers**

#### *Selective Tendering*

1. Where a procuring entity intends to use selective tendering, the entity shall:
  - (a) include in the notice of intended procurement at least the information specified in paragraphs 1, 2, 6, 7, 10 and 11 of Appendix IV of ANNEX 1 to this Agreement and invite suppliers to submit a request for participation; and
  - (b) provide, by the commencement of the time period for tendering, at least the information in paragraphs 3, 4, 5, 8 and 9 of Appendix IV of ANNEX 1 to this Agreement to the qualified suppliers that it notifies as specified in point (b) of paragraph 2 of Appendix VI of ANNEX 1 to this Agreement.
2. A procuring entity shall recognise as qualified suppliers any domestic suppliers and any suppliers of the other Party that meet the conditions for participation in a particular procurement, unless the procuring entity states in the notice of intended procurement any limitation on the number of suppliers that will be permitted to tender and the criteria for selecting the limited number of suppliers.
3. Where the tender documentation is not made publicly available from the date of publication of the notice referred to in paragraph 1, a procuring entity shall ensure that those documents are made available at the same time to

all qualified suppliers selected in accordance with paragraph 2.

*Multi-use Lists*

4. A procuring entity may maintain a multi-use list of suppliers, provided that a notice inviting interested suppliers to apply for inclusion in the list is published annually, and where published by electronic means, made available continuously in the appropriate medium listed in Appendix III of ANNEX 1 to this Agreement. Such a notice shall include the information set out in Appendix V of ANNEX 1 to this Agreement.

5. Notwithstanding paragraph 4, where a multi-use list will be valid for three years or less, a procuring entity may publish a notice referred to in that paragraph only once, at the beginning of the period of validity of the list, provided that the notice states the period of validity and that further notices will not be published.

6. A procuring entity shall allow suppliers to apply at any time for inclusion on a multi-use list and shall include on the list all qualified suppliers within a reasonably short time.

7. A procuring entity covered under Sub-Annex 2 of Appendix I of ANNEX 1 to this Agreement may use a notice inviting suppliers to apply for inclusion in a multi-use list as a notice of intended procurement, provided that:

- (a) the notice is published in accordance with paragraph 4 and includes the information required by Appendix V of ANNEX 1 to this Agreement and as much of the information required by Appendix IV of ANNEX 1 to this Agreement as is available and contains a statement that it constitutes a notice of intended procurement;
- (b) the entity promptly provides to suppliers that have expressed an interest to the entity in a given procurement, sufficient information to permit them to assess their interest in the procurement, including all remaining information required by Appendix IV of ANNEX 1 to this Agreement, to the extent that such information is available.

8. A procuring entity covered under Sub-Annex 2 of Appendix I of ANNEX 1 to this Agreement may allow a supplier that has applied for inclusion on a multi-use list in accordance with paragraph 6 to tender in a given procurement, where there is sufficient time for the procuring entity to examine whether the supplier satisfies the conditions for participation.

9. A procuring entity shall promptly inform any supplier that submits a request for participation or application for inclusion on a multi-use list of the procuring entity's decision with respect to the request.

10. Where a procuring entity rejects a supplier's request to qualify or application for inclusion on a multi-use list, ceases to recognise a supplier as

qualified, or removes a supplier from a multi-use list, the entity shall promptly inform the supplier and, on request of the supplier, promptly provide the supplier with a written explanation of the reasons for its decision.

## ARTICLE 48

### **Technical Specifications**

1. A procuring entity shall not prepare, adopt or apply any technical specification or prescribe any conformity assessment procedure with the purpose or the effect of creating unnecessary obstacles to international trade.
2. In prescribing the technical specifications for the goods or services being procured, a procuring entity shall, where appropriate:
  - (a) set out the technical specifications in terms of performance and functional requirements, rather than design or descriptive characteristics; and
  - (b) base the technical specifications on international standards, where these exist; otherwise, on national technical regulations, recognised national standards or building codes.
3. Where design or descriptive characteristics are used in the technical specifications, a procuring entity shall indicate, where appropriate, that it will consider tenders of equivalent goods or services that demonstrably fulfil the requirements of the procurement by including such words as “or equivalent” in the tender documentation.
4. A procuring entity shall not prescribe technical specifications that require or refer to a particular trademark or trade name, patent, copyright, design, type, specific origin, producer or supplier, unless there is no other sufficiently precise or intelligible way of describing the procurement requirements and provided that, in such cases, the entity includes words such as “or equivalent” in the tender documentation.
5. A procuring entity shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any technical specification for a specific procurement from a person that may have a commercial interest in the procurement.
6. Each Party, including its procuring entities, may, in accordance with this Article, prepare, adopt or apply technical specifications to promote the conservation of natural resources or protect the environment.

## ARTICLE 49

### **Tender Documentation**

1. A procuring entity shall provide to suppliers tender documentation that includes all information necessary to permit suppliers to prepare and submit responsive tenders. Unless already provided in the notice of intended procurement, such documentation shall include a complete description of the issues set out in Appendix VIII of ANNEX 1 to this Agreement.

2. A procuring entity shall promptly provide, on request, the tender documentation to any supplier participating in the procurement and shall reply to any reasonable request for relevant information by a supplier participating in the procurement, provided that such information does not give that supplier an advantage over its competitors in the procurement.

3. Where, prior to the award of a contract, a procuring entity modifies the criteria or requirements set out in the notice of intended procurement or tender documentation provided to participating suppliers, or amends or reissues a notice or tender documentation, it shall transmit in writing all such modifications or amended or reissued notice or tender documentation:

- (a) to all suppliers that are participating at the time of the modification, amendment or re-issuance, if known, and in all other cases, in the same manner as the original information was made available; and
- (b) in adequate time to allow such suppliers to modify and resubmit amended tenders, as appropriate.

## ARTICLE 50

### **Time Periods**

A procuring entity shall, consistent with its own reasonable needs, provide sufficient time for suppliers to prepare and submit requests for participation and responsive tenders, taking into account such factors as the nature and complexity of the procurement, the extent of subcontracting anticipated, and the time for transmitting tenders from foreign as well as domestic points where electronic means are not used. Such time periods, including any extension of the time periods, shall be the same for all interested or participating suppliers. The applicable time periods are set out in Appendix VI of ANNEX 1 to this Agreement.

## ARTICLE 51

### **Negotiations**

1. A Party may provide for its procuring entities to conduct negotiations:
  - (a) in the context of procurements in which they have indicated such intent in the notice of intended procurement; or
  - (b) where it appears from the evaluation that no one tender is obviously the most advantageous in terms of the specific evaluation criteria set forth in the notices or tender documentation.
2. A procuring entity shall:
  - (a) ensure that any elimination of suppliers participating in negotiations is carried out in accordance with the evaluation criteria set out in the notices or tender documentation; and
  - (b) where negotiations are concluded, provide a common deadline for the remaining suppliers to submit any new or revised tenders.

## ARTICLE 52

### **Limited Tendering**

A procuring entity may use limited tendering and may choose not to apply Articles 45 to 47, 49 to 51, 53 and 54 only under the following conditions:

- (a) where:
  - (i) no tenders were submitted, or no suppliers requested participation;
  - (ii) no tenders that conform to the essential requirements of the tender documentation were submitted;
  - (iii) no suppliers satisfied the conditions for participation; or
  - (iv) the tenders submitted have been collusive, provided that the requirements of the tender documentation are not substantially modified;
- (b) where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist because the requirement is a work of art, due to the protection of patents, copyrights or other exclusive rights, or due

to the absence of competition for technical reasons;

- (c) for additional deliveries by the original supplier of goods and services that were not included in the initial procurement where a change of supplier for such additional goods or services:
  - (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement; and
  - (ii) would cause significant inconvenience or substantial duplication of costs for the procuring entity;
- (d) insofar as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the goods or services could not be obtained in time using open tendering or selective tendering;
- (e) for goods purchased on a commodity market;
- (f) where a procuring entity procures a prototype or a first good or service that is developed at its request in the course of, and for, a particular contract for research, experiment, study or original development;
- (g) for purchases made under exceptionally advantageous conditions which only arise in the very short term in the case of unusual disposals such as arising from liquidation, receivership or bankruptcy but not for routine purchases from regular suppliers; and
- (h) where a contract is awarded to a winner of a design contest provided that the contest has been organised in a manner that is consistent with the principles of this Chapter, and the participants are judged by an independent jury with a view to a design contract being awarded to a winner.

## ARTICLE 53

### **Electronic Auctions**

Where a procuring entity intends to conduct a covered procurement using an electronic auction, the entity shall provide each participant, before commencing the electronic auction, with:

- (a) the automatic evaluation method, including the mathematical

formula, that is based on the evaluation criteria set out in the tender documentation and that will be used in the automatic ranking or re-ranking during the auction;

- (b) the results of any initial evaluation of the elements of its tender where the contract is to be awarded on the basis of the most advantageous tender; and
- (c) any other relevant information relating to the conduct of the auction.

#### ARTICLE 54

##### **Treatment of Tenders and Award of Contracts**

1. A procuring entity shall receive, open and treat all tenders under procedures that guarantee the fairness and impartiality of the procurement process, and the confidentiality of tenders.
2. A procuring entity shall not penalise any supplier whose tender is received after the time specified for receiving tenders if the delay is due solely to mishandling on the part of the procuring entity.
3. Where a procuring entity provides a supplier with an opportunity to correct unintentional errors of form between the opening of tenders and the awarding of the contract, the procuring entity shall provide the same opportunity to all participating suppliers.
4. To be considered for an award, a tender shall be submitted in writing and shall, at the time of opening, comply with the essential requirements set out in the notices and tender documentation and be from a supplier that satisfies the conditions for participation.
5. Unless a procuring entity determines that it is not in the public interest to award a contract, the entity shall award the contract to the supplier that the entity has determined to be capable of fulfilling the terms of the contract and that, based solely on the evaluation criteria specified in the notices and tender documentation, has submitted the most advantageous tender or where price is the sole criterion, the lowest price.
6. Where a procuring entity receives a tender with a price that is abnormally lower than the prices in other tenders submitted, it may verify with the supplier that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract.
7. A procuring entity shall not use options, cancel a procurement or modify awarded contracts in a manner that circumvents the obligations under

this Chapter.

## ARTICLE 55

### **Transparency of Procurement Information**

1. A procuring entity shall promptly inform participating suppliers of the entity's contract award decisions and, on request, shall do so in writing. Subject to paragraphs 2 and 3 of Article 56, a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the entity did not select its tender and the relative advantages of the successful supplier's tender.
2. Not later than 72 days after the award of each contract covered by this Chapter, a procuring entity shall publish a notice in the appropriate paper or electronic medium listed in Appendix III of ANNEX 1 to this Agreement. Where only an electronic medium is used, the information shall remain readily available for a reasonable period of time. The notice shall include at least the information set out in Appendix VII of ANNEX 1 to this Agreement.

## ARTICLE 56

### **Disclosure of Information**

1. On request of the other Party, a Party shall provide promptly any information necessary to determine whether the procurement was conducted fairly, impartially and in accordance with this Chapter, including information on the characteristics and relative advantages of the successful tender. In cases where release of this information would prejudice competition in future tenders, the Party that receives that information shall not disclose it to any supplier, except after consultation with, and agreement of, the Party that provided the information.
2. Notwithstanding any other provision of this Chapter, a Party, including its procuring entities, shall not provide to any supplier information that might prejudice fair competition between suppliers.
3. Nothing in this Chapter shall be construed to require a Party, including its procuring entities, authorities and review bodies, to disclose confidential information where disclosure would impede law enforcement, might prejudice fair competition between suppliers, would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property, or would otherwise be contrary to the public interest.

## ARTICLE 57

### **Domestic Review Procedures**

1. Each Party shall provide a timely, effective, transparent and non-discriminatory administrative or judicial review procedure through which a supplier may challenge:

- (a) a breach of this Chapter; or
- (b) where the supplier does not have a right to challenge directly a breach of this Chapter under the domestic law of a Party, a failure to comply with that Party's measures implementing this Chapter,

arising in the context of a covered procurement, in which the supplier has, or has had, an interest. The procedural rules for all challenges shall be in writing and made generally available.

2. In the event of a complaint by a supplier, arising in the context of covered procurement in which the supplier has, or has had, an interest, that there has been a breach or a failure as set out in paragraph 1, the Party concerned shall encourage its procuring entity and the supplier to seek resolution of the complaint through consultation. The procuring entity shall accord impartial and timely consideration to any such complaint in a manner that is not prejudicial to the supplier's participation in ongoing or future procurement or right to seek corrective measures under the administrative or judicial review procedure.

3. Each supplier shall be allowed a sufficient period of time to prepare and submit a challenge, which in no case shall be less than 10 days from the time when the basis of the challenge became known or reasonably should have become known to the supplier.

4. Each Party shall establish or designate at least one impartial administrative or judicial authority that is independent of its procuring entities to receive and review a challenge by a supplier arising in the context of a covered procurement.

5. Where a body other than an authority referred to in paragraph 4 initially reviews a challenge, the Party shall ensure that the supplier may appeal the initial decision to an impartial administrative or judicial authority that is independent of the procuring entity whose procurement is the subject of the challenge. A review body that is not a court shall either be subject to judicial review or have procedural guarantees that provide that:

- (a) the procuring entity shall respond in writing to the challenge and disclose all relevant documents to the review body;

- (b) the participants to the proceedings (hereinafter referred to as “participants”) shall have the right to be heard prior to a decision of the review body being made on the challenge;
  - (c) the participants shall have the right to be represented and accompanied;
  - (d) the participants shall have access to all proceedings;
  - (e) the participants shall have the right to request that the proceedings take place in public and that witnesses may be present; and
  - (f) decisions or recommendations relating to challenges by suppliers shall be provided in a timely fashion, in writing, with an explanation of the basis for each decision or recommendation.
6. Each Party shall adopt or maintain procedures that provide for:
- (a) prompt interim measures to preserve the supplier’s opportunity to participate in the procurement. Such interim measures may result in suspension of the procurement process. The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether such measures should be applied. The case for not acting shall be provided in writing; and
  - (b) where a review body had determined that there has been a breach or a failure as set out in paragraph 1, corrective action or compensation for the loss or damages suffered, which may be limited to either the costs for the preparation of the tender or the costs relating to the challenge, or both.

## ARTICLE 58

### **Further Negotiations**

1. The Parties will review annually the effective operation of this Chapter and the mutual opening of procurement markets. In no later than one year from the entry into force of this Agreement, the Parties will enter into negotiations for the extension of the list(s) of covered entities in Sub-Annex 1 and Sub-Annex 2 of Appendix 1 of ANNEX 1 to this Agreement.
2. Iraq will, in the context of the WTO accession negotiations, acknowledge its commitment for accession to The Agreement on Government Procurement signed at Marrakesh on 15 April 1994, as amended by the Protocol Amending the Agreement on Government Procurement adopted at Geneva on 30 March 2012, and as may be amended from time to

time.

### Chapter III Intellectual Property Protection

#### ARTICLE 59

##### **Nature and Scope of Obligations**

1. Pursuant to the provisions of this Article and of ANNEX 2 to this Agreement, Iraq shall work towards adopting legislation in order to ensure adequate and effective protection of intellectual, industrial and commercial property rights according to the highest international standards including the rules set by the Agreement on Trade-Related Aspects of Intellectual Property Rights, as set out in Annex 1C to the WTO Agreement (hereinafter referred to as the TRIPS Agreement), as well as effective means of enforcing such rights.
2. Iraq shall work towards acceding to the multilateral conventions on intellectual, industrial and commercial property rights referred to in paragraph 2 of ANNEX 2 to this Agreement to which the United Kingdom is party.
3. Iraq shall work towards complying with the multilateral conventions on intellectual, industrial and commercial property rights referred to in paragraph 3 of ANNEX 2 to this Agreement to which the United Kingdom is party according to the relevant provisions contained in these conventions.
4. The implementation of this Article and of ANNEX 2 to this Agreement shall be regularly reviewed by the Parties. In preparing its legislation or if problems in the area of intellectual, industrial and commercial property rights affecting trading conditions were to occur, urgent consultations will be undertaken, at the request of either Party, with a view to reaching mutually satisfactory solutions.
5. Each Party shall accord to the nationals<sup>3</sup> of the other Party treatment no less favourable than that it accords to its own nationals with regard to the protection of intellectual property rights, subject to the exceptions already provided for in the international instruments which are included or may be included from time to time in ANNEX 2 to this Agreement and as of the moment in which they are ratified by that Party.
6. From the entry into force of this Agreement, Iraq shall grant to nationals of the United Kingdom, in respect of the recognition and protection of intellectual, industrial and commercial property rights, treatment no less favourable than that granted by it to any third country under a bilateral

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<sup>3</sup> When “nationals” are referred to in this Section, they shall be deemed to mean natural or legal persons.

agreement.

SECTION VI  
**Dispute Settlement**

Chapter I  
**Objective and Scope**

ARTICLE 60

**Objective**

The objective of this Section is to avoid and settle any dispute between the Parties with a view to arrive at, where possible, a mutually agreed solution.

ARTICLE 61

**Scope**

This Section applies with respect to any dispute concerning the interpretation or application of the provisions of Title II of this Agreement, except as otherwise expressly provided.

Chapter II  
**Consultations**

ARTICLE 62

**Consultations**

1. The Parties shall endeavour to resolve any dispute regarding the interpretation or application of the provisions referred to in Article 61 by entering into consultations in good faith with the aim of reaching a prompt, equitable and mutually agreed solution.
2. A Party shall seek consultations by means of a written request to the other Party, copied to the Cooperation Committee, identifying any measure at issue and the provisions referred to in Article 61 that it considers applicable.
3. Consultations shall be held within 30 days of the date of the submission of the request and take place, unless the Parties agree otherwise, the territory of the Party complained against. The consultations shall be deemed concluded within 30 days of the date of the submission of the request,

unless both Parties agree to continue consultations.

4. Consultations on matters of urgency, including those regarding perishable or seasonal goods, shall be held within 15 days of the date of the submission of the request, and shall be deemed concluded within 15 days of the date of the submission of the request.

5. All information disclosed during consultations shall remain confidential.

6. If consultations are not held within the time frames laid down in paragraph 3 or in paragraph 4 respectively, or if consultations have been concluded and no agreement has been reached on a mutually agreed solution, the complaining Party may request the establishment of an arbitration panel in accordance with Article 63.

### Chapter III **Dispute Settlement Procedures**

#### ARTICLE 63

##### **Initiation of the Arbitration Procedure**

1. Where the Parties have failed to resolve the dispute by recourse to consultations as provided for in Article 62, the complaining Party may request the establishment of an arbitration panel.

2. The request for the establishment of an arbitration panel shall be made in writing to the Party complained against and the Cooperation Committee. The complaining Party shall identify in its request the specific measure at issue, and it shall explain how such measure constitutes a breach of the provisions referred to in Article 61 in a manner sufficient to present the legal basis for the complaint.

#### ARTICLE 64

##### **Establishment of the Arbitration Panel**

1. An arbitration panel shall be composed of three arbitrators.

2. Within 10 days of the date of the submission of the request for the establishment of an arbitration panel to the Cooperation Committee, the Parties shall consult in order to reach an agreement on the composition of the arbitration panel.

3. In the event that the Parties are unable to agree on its composition within the time frame laid down in paragraph 2, either Party may request the chair of the Cooperation Committee, or the chair's delegate, to select all three members by lot from the list established under Article 77, one among the individuals proposed by the complaining Party, one among the individuals proposed by the Party complained against and one among the individuals selected by the Parties to act as chairperson. Where the Parties agree on one or more of the members of the arbitration panel, any remaining members shall be selected by the same procedure in the applicable list of panellists.

4. The chair of the Cooperation Committee, or the chair's delegate, shall select the arbitrators within five days of the request referred to in paragraph 3 by either Party and in the presence of a representative of each Party.

5. The date of establishment of the arbitration panel shall be the date on which the three arbitrators are selected.

6. Should any of the lists provided for in Article 77 not be established at the time a request is made pursuant to paragraph 3, the three arbitrators shall be drawn by lot from the individuals which have been formally proposed by one or both of the Parties.

## ARTICLE 65

### **Interim Panel Report**

The arbitration panel shall issue an interim report to the Parties setting out its findings of the facts, the applicability of relevant provisions and the basic rationale behind any findings and recommendations that it makes, not later than 90 days from the date of establishment of the arbitration panel. A Party may submit a written request for the arbitration panel to review precise aspects of the interim report within 15 days of its notification. The findings of the final panel ruling shall include a sufficient discussion of the arguments made at the interim review stage, and shall answer clearly the questions and observations of the two Parties.

## ARTICLE 66

### **Arbitration Panel Ruling**

1. The arbitration panel shall notify its ruling to the Parties and to the Cooperation Committee within 120 days from the date of the establishment of the arbitration panel. Where it considers that this deadline cannot be met, the chairperson of the arbitration panel must notify the Parties and the

Cooperation Committee in writing, stating the reasons for the delay and the date on which the panel plans to conclude its work. Under no circumstances should the ruling be notified later than 150 days from the date of the establishment of the arbitration panel.

2. In cases of urgency, including those involving perishable or seasonal goods, the arbitration panel shall make every effort to notify its ruling within 60 days from the date of its establishment. Under no circumstances should it take longer than 75 days from its establishment. The arbitration panel may give a preliminary ruling within 10 days of its establishment on whether it deems the case to be urgent.

#### ARTICLE 67

##### **Compliance with the Arbitration Panel Ruling**

Each Party shall take any measure necessary to comply in good faith with the arbitration panel ruling, and the Parties shall endeavour to agree on the period of time to comply with the ruling.

#### ARTICLE 68

##### **Reasonable Period of Time for Compliance**

1. No later than 30 days after the notification of the arbitration panel ruling to the Parties, the Party complained against shall notify the complaining Party and the Cooperation Committee of the time it will require for compliance (hereinafter referred to as “reasonable period of time”) if immediate compliance is not possible.

2. If there is disagreement between the Parties on the reasonable period of time to comply with the arbitration panel ruling, the complaining Party shall, within 20 days of the notification made under paragraph 1 by the Party complained against, request in writing the original arbitration panel to determine the length of the reasonable period of time. Such request shall be notified simultaneously to the other Party and to the Cooperation Committee. The arbitration panel shall notify its ruling to the Parties and to the Cooperation Committee within 20 days from the date of the submission of the request.

3. In the event of the original arbitration panel, or some of its members, being unable to reconvene, the procedures set out in Article 64 shall apply. The time limit for notifying the ruling shall be 35 days from the date of the submission of the request referred to in paragraph 2.

4. The reasonable period of time may be extended by mutual agreement

of the Parties.

## ARTICLE 69

### **Review of any Measure taken to Comply with the Arbitration Panel Ruling**

1. The Party complained against shall notify the complaining Party and the Cooperation Committee before the end of the reasonable period of time of any measure that it has taken to comply with the arbitration panel ruling.
2. In the event that there is disagreement between the Parties concerning the existence or the consistency of any measure notified under paragraph 1 with the provisions referred to in Article 61, the complaining Party may request in writing the original arbitration panel to rule on the matter. Such request shall identify the specific measure at issue and it shall explain how such measure is incompatible with the provisions referred to in Article 61. The arbitration panel shall notify its ruling within 45 days of the date of the submission of the request.
3. In the event of the original arbitration panel, or some of its members, being unable to reconvene, the procedures set out in Article 64 shall apply. The time limit for notifying the ruling shall be 60 days from the date of the submission of the request referred to in paragraph 2.

## ARTICLE 70

### **Temporary Remedies in Case of Non-compliance**

1. If the Party complained against fails to notify any measure taken to comply with the arbitration panel ruling before the expiry of the reasonable period of time, or if the arbitration panel rules that the measure notified under paragraph 1 of Article 69 is inconsistent with that Party's obligations under the provisions referred to in Article 61, the Party complained against shall, if so requested by the complaining Party, present an offer for temporary compensation.
2. If no agreement on compensation is reached within 30 days of the end of the reasonable period of time or of the arbitration panel ruling under Article 69 that a measure taken to comply is inconsistent with the provisions referred to in Article 61, the complaining Party shall be entitled, upon notification to the Party complained against and to the Cooperation Committee, to suspend obligations arising from any provision referred to in Article 61 at a level equivalent to the nullification or impairment caused by the violation. The complaining Party may implement the suspension 10 days after the date of the notification, unless the Party complained against has requested arbitration

under paragraph 3.

3. If the Party complained against considers that the level of suspension is not equivalent to the nullification or impairment caused by the violation, it may request in writing the original arbitration panel to rule on the matter. Such request shall be notified to the complaining Party and to the Cooperation Committee before the expiry of the 10-day period referred to in paragraph 2. The original arbitration panel shall notify its ruling on the level of the suspension of obligations to the Parties and to the Cooperation Committee within 30 days of the date of the submission of the request. Obligations shall not be suspended until the original arbitration panel has notified its ruling, and any suspension shall be consistent with the arbitration panel ruling.

4. In the event of the original arbitration panel, or some of its members, being unable to reconvene, the procedures laid down in Article 64 shall apply. The period for notifying the ruling shall be 45 days from the date of the submission of the request referred to in paragraph 3.

5. The suspension of obligations shall be temporary and shall be applied only until any measure found to be inconsistent with the provisions referred to in Article 61 has been withdrawn or amended so as to bring it into conformity with those provisions, as established under Article 71, or until the Parties have agreed to settle the dispute.

## ARTICLE 71

### **Review of any Measure taken to Comply after the Suspension of Obligations**

1. The Party complained against shall notify the complaining Party and the Cooperation Committee of any measure it has taken to comply with the ruling of the arbitration panel and of its request for an end to the suspension of obligations applied by the complaining Party.

2. If the Parties do not reach an agreement on the compatibility of the notified measure with the provisions referred to in Article 61 within 30 days of the date of the submission of the notification, the complaining Party shall request in writing the original arbitration panel to rule on the matter. Such request shall be notified simultaneously to the Party complained against and to the Cooperation Committee. The arbitration panel ruling shall be notified to the Parties and to the Cooperation Committee within 45 days of the date of the submission of the request. If the arbitration panel rules that any measure taken to comply is in conformity with the provisions referred to in Article 61, the suspension of obligations shall be terminated.

3. In the event of the original arbitration panel, or some of its members, being unable to reconvene, the procedures laid down in Article 64 shall apply.

The period for notifying the ruling shall be 60 days from the date of the submission of the request referred to in paragraph 2.

#### ARTICLE 72

##### **Mutually agreed Solution**

The Parties may reach a mutually agreed solution to a dispute under this Section at any time. They shall notify the Cooperation Committee and the arbitration panel of any such solution. Upon notification of the mutually agreed solution, the panel shall terminate its work and the procedure shall be terminated.

#### ARTICLE 73

##### **Rules of Procedure**

1. Dispute settlement procedures under this Section shall be governed by the Rules of Procedure and the Code of Conduct which shall be adopted by the Cooperation Committee.
2. The Parties may decide to modify the Rules of Procedure and the Code of Conduct.
3. Any hearing of the arbitration panel shall be open to the public in accordance with the Rules of Procedure.

#### ARTICLE 74

##### **Information and Technical advice**

At the request of a Party, or upon its own initiative, the arbitration panel may obtain information from any source, including the Parties involved in the dispute, it deems appropriate for the arbitration panel proceeding. The arbitration panel also has the right to seek the relevant opinion of experts as it deems appropriate. Any information obtained in this manner must be disclosed to each Party and submitted for their comment. Interested natural or legal persons established in the Parties' territories are authorised to submit *amicus curiae* briefs to the arbitration panel in accordance with the Rules of Procedure.

## ARTICLE 75

### **Rules of Interpretation**

Any arbitration panel shall interpret the provisions referred to in Article 61 in accordance with customary rules of interpretation of public international law, including those codified in the Vienna Convention on the Law of Treaties. The rulings of the arbitration panel cannot add to or diminish the rights and obligations provided in the provisions referred to in Article 61.

## ARTICLE 76

### **Arbitration Panel Decisions and Rulings**

1. The arbitration panel shall make every effort to take any decision by consensus. Where, nevertheless, a decision cannot be arrived at by consensus, the matter at issue shall be decided by majority vote. However, in no case shall dissenting opinions of arbitrators be published.

2. Any ruling of the arbitration panel shall be binding on the Parties and shall not create any rights or obligations for natural or legal persons. The ruling shall set out the findings of fact, the applicability of the relevant provisions of this Agreement and the basic rationale behind any findings and conclusions that it makes. The Cooperation Committee shall make the arbitration panel rulings publicly available in their entirety unless it decides not to do so in order to ensure the confidentiality of business confidential information.

## Chapter IV

### **General Provisions**

## ARTICLE 77

### **List of Arbitrators**

1. The Cooperation Committee shall, no later than six months after the entry into force of this Agreement, establish a list of 15 individuals who are willing and able to serve as arbitrators. Each Party shall propose five individuals to serve as arbitrators. The two Parties shall also select five individuals that are not nationals of either Party and who shall act as chairperson of the arbitration panel. The Cooperation Committee shall ensure that the list is always maintained at this level.

2. Arbitrators shall have specialised knowledge or experience of law and international trade. They shall be independent, serve in their individual

capacities and not take instructions from any organisation or government, or be affiliated with the government of any of the Parties, and shall comply with the Code of Conduct.

## ARTICLE 78

### **Relation with WTO Obligations**

1. Until Iraq accedes to the WTO, arbitration panels shall adopt an interpretation that is fully consistent with the relevant decisions of the Dispute Settlement Body of the WTO when ruling on an alleged violation of a provision referred to in Article 61 that incorporates or refers to a provision under the WTO Agreement.
2. Upon the accession of Iraq to the WTO, paragraphs 3 to 6 shall apply.
3. Recourse to the dispute settlement provisions of this Section shall be without prejudice to any action in the WTO framework, including dispute settlement action.
4. However, where a Party has, with regard to a particular measure, instituted a dispute settlement proceeding, either under paragraph 1 of Article 63 of this Agreement or under the WTO Agreement, it shall not institute a dispute settlement proceeding regarding the same measure in the other forum until the first proceeding has ended. In addition, a Party shall not seek redress for the breach of an obligation which is identical under this Agreement and under the WTO Agreement in the two fora. In such case, once a dispute settlement proceeding has been initiated, the Party shall not bring a claim seeking redress for the breach of the identical obligation under the other agreement to the other forum, unless the forum selected fails for procedural or jurisdictional reasons to make findings on the claim seeking redress of that obligation.
5. For the purposes of paragraph 4:
  - (a) dispute settlement proceedings under the WTO Agreement are deemed to be initiated by a Party's request for the establishment of a panel under Article 6 of the DSU and are deemed to be ended when the Dispute Settlement Body adopts the Panel's report, and the Appellate Body's report as the case may be, under Articles 16 and 17(14) of the DSU;
  - (b) dispute settlement proceedings under this Section are deemed to be initiated by a Party's request for the establishment of an arbitration panel under paragraph 1 of Article 63 and are deemed to be ended when the arbitration panel notifies its ruling to the Parties and to the Cooperation Committee under Article 66.

6. Nothing in this Section shall preclude a Party from implementing the suspension of obligations authorised by the Dispute Settlement Body of the WTO. The WTO Agreement shall not be invoked to preclude a Party from suspending obligations under Title II of this Agreement.

#### ARTICLE 79

##### **Time Limits**

1. All time limits laid down in this Section, including the limits for the arbitration panels to notify their rulings, shall be counted in calendar days, the first day being the day following the act or fact to which they refer.
2. Any time limit referred to in this Section may be extended by mutual agreement of the Parties.

#### TITLE III **AREAS OF COOPERATION**

#### ARTICLE 80

##### **Financial and Technical Assistance**

1. Iraq may benefit from financial assistance to contribute to achieving the objectives of this Agreement, if agreed by both Parties. Any financial assistance will be provided in accordance with the following Articles of this Agreement.
2. Financial assistance covers a range of forms of such assistance and means by which it may occur, including assistance provided through multilateral and regional organisations, upon approval by both parties.
3. In order to make the best use of the resources available, the Parties endeavour to implement any assistance in close cooperation and coordination with other donor countries, donor organisations and international financial institutions, and in line with international principles of aid effectiveness.
4. The Parties shall implement any assistance in accordance with the principles of sound financial management and shall cooperate in protecting the financial interests of the United Kingdom and of Iraq. The Parties shall take effective measures to prevent and fight fraud, corruption and any other illegal activities, *inter alia* by means of mutual assistance and mutual legal assistance in the fields covered by this Agreement.

## ARTICLE 81

### **Social and Human Development Cooperation**

Cooperation in this area will affirm the social dimension of globalisation and recall the link between social development and economic development as well as with environmentally sustainable development. Cooperation will also underline the importance of poverty alleviation, the promotion of human rights and fundamental freedoms for all, including vulnerable groups and displaced and the response to core health, education and employment needs. Cooperation activities in all those areas will notably aim at focusing on capacity and institution building taking into account the principles of inclusiveness, good governance and sound and transparent management.

## ARTICLE 82

### **Education, Training and Youth**

1. The Parties shall endeavour to promote cooperation in education, training and youth towards mutual benefit, taking into account the availability of resources and promoting gender equality.
2. The Parties shall particularly encourage higher education cooperation, exchanges of information, know-how, cultural exchanges, technical resources, and strengthening of capacities, while taking advantage of the experience that both Parties have acquired in this area.
3. Both Parties also agree to encourage intensified cooperation between higher education institutions.

## ARTICLE 83

### **Employment and Social Development**

1. The Parties will, where agreed, enhance cooperation in the field of employment and social affairs, including cooperation on social cohesion, social protection, decent work, health and safety at the workplace labour legislation, social dialogue, human resources development and gender equality, with a view to promote full and productive employment and decent work for all as key elements of sustainable development and poverty reduction.
2. The Parties reaffirm their commitments to promote and effectively implement internationally recognised labour and social standards. The implementation of relevant multilateral social and labour agreements shall be taken into account in all activities undertaken by the Parties under this

Agreement.

3. The forms of cooperation may include, *inter alia*, specific programs and projects, as mutually agreed, as well as dialogue, capacity building, cooperation and initiatives on topics of common interest at bilateral or multilateral level.

4. The Parties agree to involve social partners and other relevant stakeholders in the dialogue and cooperation.

#### ARTICLE 84

##### **Civil Society**

The Parties recognise the role and potential contribution of organised civil society, especially academics and links between think-tanks, in the dialogue and cooperation process under this Agreement and agree to promote effective dialogue with organised civil society and its effective participation.

#### ARTICLE 85

##### **Human Rights**

1. The Parties agree to cooperate in the promotion and effective protection of human rights, including with regard to the ratification and implementation of international human rights instruments, and, where agreed the provision of technical assistance, training and capacity building as appropriate. The Parties are aware that the impact of any cooperation and development program will be limited if it does not protect, enhance and respect human rights.

2. Cooperation on human rights may include, *inter alia*:

- (a) strengthening governmental human rights related institutions and non-governmental organisations that are working in this field;
- (b) provision of human rights promotion and education at national and local level, especially among public administration, judiciary and law enforcement bodies, with respect to the rights of women and children;
- (c) development of the legislation of Iraq in compliance with international humanitarian and human rights law;
- (d) cooperation and information exchange within the human rights related institutions of the United Nations;

- (e) support to the Government of Iraq's efforts to provide a suitable standard of living to Iraqi citizens and safeguard their political, economic, social, and cultural rights without discrimination;
- (f) support to national reconciliation and the fight against impunity;
- (g) establishment of a comprehensive human rights dialogue.

## ARTICLE 86

### **Industrial and Small and Medium-sized Enterprises Policies Cooperation**

1. The aim of cooperation in this area must facilitate the restructuring and modernisation of Iraqi industry while fostering its competitiveness and growth and to create conditions favourable to mutually beneficial cooperation between industry in Iraq and the United Kingdom.

#### *General*

2. The cooperation shall, as appropriate:
- (a) foster a comprehensive industrial strategy in Iraq that takes into consideration the reality of the current state of industrial enterprises on the public and private sectors;
  - (b) encourage Iraq to restructure and modernise its industry, under conditions ensuring environmental protection, sustainable development and economic growth;
  - (c) foster an environment which favours private initiatives on the industrial field, with the aim of stimulating and diversifying output for the domestic and export markets;
  - (d) promote an environment favourable to stimulate the growth and the diversification of industrial production in a sustainable development perspective;
  - (e) work on the provision of information that serves the joint cooperation in industrial fields;
  - (f) promote the use of international standards and conformity assessment systems in order to facilitate Iraq's integration into the global economy, establishing, as appropriate exchanges between both sides' standardisation and normalisation entities;
  - (g) cooperate to create an appropriate industrial business

environment;

- (h) promote and encourage the improvement of information support services as a key element of growth potential for business activities and economic development;
- (i) develop links between the Parties' industrial operators (companies, professionals, sectoral and other business organisations, organised labour, etc.);
- (j) encourage joint industrial projects and establish joint ventures and information networks.

*Small and Medium-Sized Enterprises*

3. The Parties, taking into account their respective economic policies and objectives, agree to promote industrial policy cooperation in all fields deemed suitable with a view to improving the competitiveness of small and medium-sized enterprises (SMEs).

4. The Parties shall:

- (a) aim to develop and strengthen SMEs and to promote the cooperation among SMEs;
- (b) develop assistance required by Micro-Enterprises and SMEs in areas such as financing, skills training, technology and marketing, innovation and other requirements for SMEs' establishment, such as incubator parks, and other development areas;
- (c) support SMEs' activities through relevant networking; and
- (d) facilitate business cooperation, supporting the relevant cooperation activities established by the private sectors of both sides through appropriate links between Iraqi and United Kingdom private sector operators in order to improve the flow of information.

ARTICLE 87

**Cooperation in the Field of Investment**

1. The Parties shall cooperate to establish a favourable climate for investments, both domestic and foreign, to provide adequate protection for investment, the transfer of capital and the exchange of the information on investment opportunities.

2. The Parties agree to support the promotion and protection of

investments on the basis of the principles of non-discrimination and reciprocity.

3. The Parties shall encourage the exchange of information on laws, regulations and administrative practices in the field of investments.

4. The Parties undertake to encourage cooperation between their respective financial institutions to facilitate investments opportunities.

#### ARTICLE 88

### **Industrial Standards and Conformity Assessment**

The Parties may cooperate in the following areas of standards, technical regulations and conformity assessment:

- (a) Promotion of greater use of international standards in technical regulations and conformity assessment, including sector specific measures, in the Parties' territories, and increasing cooperation between the Parties in relation to the work of relevant international institutions and organisations;
- (b) Support for capacity building initiatives in the fields of standardisation, conformity assessment, accreditation, metrology and market surveillance in Iraq;
- (c) Promoting and encouraging bilateral cooperation between organisations in Iraq and the United Kingdom responsible for standardisation, conformity assessment, accreditation, metrology and market surveillance;
- (d) Developing common views on good regulatory practices, including, but not limited to:
  - (i) Transparency in the preparation, adoption and application of technical regulations, standards and conformity assessment procedures;
  - (ii) Necessity and proportionality of regulatory measures and related conformity assessment procedures, including the use of suppliers declaration of conformity;
  - (iii) Use of international standards as a basis for setting up technical regulations, except where such international standards would be an ineffective or inappropriate means for the fulfilment of the legitimate objectives pursued;
  - (iv) Enforcement of technical regulations and market surveillance activities;

- (e) Enhancing regulatory, technical and scientific cooperation by, *inter alia*, exchanging information, experiences and data, with a view to improving the quality and level of technical regulations and making efficient use of regulatory resources;
- (f) Developing the compatibility of technical regulations, standards and conformity assessment procedures.

## ARTICLE 89

### **Cooperation on Agriculture, Forestry and Rural Development**

The objective is to promote cooperation in the agriculture, forestry and rural development sectors with a view to promoting diversification, environmentally sound practices, sustainable economic and social development and food security. To this end the Parties will examine:

- (a) capacity building and training to public institutions;
- (b) measures aimed at enhancing the quality of agricultural products, capacity building measures for producers associations and supporting trade promotion activities;
- (c) environmental health, animal and plant health measures and other related aspects, taking account of the legislation in force for both Parties, in compliance with WTO and multilateral environmental agreement rules;
- (d) measures relating to sustainable economic and social development of rural territories, including environmentally sound practices, forestry, research, transfer of know-how, access to land, water management and irrigation, sustainable rural development and food security;
- (e) measures relating to preservation of agricultural traditional knowledge that give their populations their specific identities, including cooperation on geographical indications, exchanges of experiences at local level and development of cooperation networks;
- (f) modernisation of agricultural sector including farming practices and diversification of agricultural production.

## ARTICLE 90

### **Energy**

1. The Parties endeavour to enhance cooperation in the energy sector in respect of the principles of free, competitive and open energy markets with the aim to:

- (a) Enhancing energy security while ensuring environmental sustainability and promoting economic growth;
- (b) Developing institutional, legislative and regulatory frameworks in the energy sector, to ensure efficient energy market functioning and promoting energy investments;
- (c) Developing and promoting partnerships between companies in the United Kingdom and Iraq in the field of exploration, production, processing, transportation, distribution and services in the energy sector;
- (d) Developing a regular and effective energy dialogue between the Parties and in the regional context.

2. To this end, the Parties agree to promote mutually beneficial contacts with a view to:

- (a) supporting the development of appropriate energy policy, its regulatory framework and infrastructure in Iraq, founded on principles of environmental sustainability, sound management of energy resources and on free, competitive and open market;
- (b) cooperating towards improving administrative and legal capabilities and towards establishing stable and transparent legal framework conditions to stimulate economic activity and international energy investments in Iraq;
- (c) fostering technical cooperation for the exploration and field development of the Iraqi oil and natural gas reserves, as well as for the development and modernisation of the oil and gas infrastructure, including transport and transit networks to the Mashreq region, other relevant regional initiatives and towards the market in the United Kingdom;
- (d) improving the reliability of the electricity supply system in Iraq;
- (e) enhancing cooperation to improve energy security and to combat climate change, through the promotion of renewable energy sources, energy efficiency and reduction of gas-flaring;

- (f) facilitating the exchange of know-how and the transfer of technology, best practices as well as training professionals;
- (g) promoting Iraq's participation in the process of regional integration of the energy markets.

## ARTICLE 91

### **Transport**

1. The Parties endeavour to enhance cooperation in the transport sector in respect of the establishment of a sustainable and efficient transport system, with the aim of maintaining:

- (a) transport development and interconnections while ensuring environmental sustainability and promoting economic growth;
- (b) institutional, legislative and regulatory frameworks in all transport sectors, to ensure efficient transport market functioning and promoting transport investments;
- (c) partnerships between companies in the United Kingdom and in Iraq in the field of exploration, capacity building, infrastructure developments, transport safety and security and services in the transport sector;
- (d) a regular and effective transport dialogue between the Parties.

2. To this end, the Parties agree to promote mutually beneficial contacts with a view to:

- (a) supporting the development of appropriate transport policy for the development of all modes of transport, its regulatory framework and the rehabilitation and development of transport infrastructures in Iraq, emphasising the importance of sustainability, safety and security; ensure intermodality and integration of all transport modes.
- (b) cooperating in improving/re-establishing the administrative and legal capabilities with a view to preparing specific plans for priority sectors and to establish stable and transparent legal framework conditions to stimulate transport economic activity and international transport investment in Iraq, and develop the necessary independent regulatory authorities;
- (c) fostering technical cooperation for the exploration and

development of all transport sectors in Iraq, as well as for the development and modernisation of transport infrastructures, including the interconnections to the transport networks to the Mashreq region, other relevant regional initiatives and towards the United Kingdom market;

- (d) improving the reliability of the transport flows towards and through Iraq;
- (e) facilitating the exchange of know-how and the transfer of technology, best practices as well as training professionals, acknowledging that these are essential steps of cooperation and should be tackled in priority;
- (f) promoting Iraq's participation in the process of interconnection to the regional transport systems;
- (g) implementing a national aviation policy including the development of the airports, air traffic management and further reinforcing administrative capacity (including the improvement of the Iraq Civil Aviation Authority as an autonomous regulator); and exploring the opportunities for updating the United Kingdom-Iraq air services agreement.

## ARTICLE 92

### **Environment**

1. The Parties agree on the need to strengthen and enhance environmental protection efforts, for example on climate change, sustainable natural resource management, and the safe-guarding of biological diversity as a basis for the development of current and future generations.
2. The Parties agree that cooperation in this field should promote environmental protection in pursuit of sustainable development. The UN Sustainable Development Goals shall be taken into account in all activities undertaken by the Parties under this Agreement.
3. Cooperation in this field should focus, *inter alia*, on:
  - (a) exchanging information and expertise in the area of environment (for example on urban issues, nature protection, water and waste management, disaster management, etc.);
  - (b) encouraging and promoting regional cooperation in the field of environmental protection, including encouraging investments in environmental projects and programmes;

- (c) promoting environmental awareness and enhanced participation of local communities in environmental protection and sustainable development efforts;
- (d) supporting capacity building in the field of environment, for example climate change mitigation and adaptation;
- (e) cooperating in the negotiation and implementation of Multilateral Environmental Agreements;
- (f) encouraging the exchange of technical assistance in environmental programming and in integrating environmental considerations into other policy areas;
- (g) supporting environmental research and analysis.

#### ARTICLE 93

##### **Telecommunications**

The Parties shall cooperate:

- (a) to foster enhanced exchange of information regarding the applicable legislation and possible future legislative reforms in the telecommunications sector in order to allow a better understanding of each other's regulatory framework on telecommunications;
- (b) to exchange information on developments in information and communications technology and standards.

#### ARTICLE 94

##### **Science and Technology**

1. The Parties shall promote cooperation in civil scientific research and technological development (RTD) on the basis of mutual benefit and, taking into account the availability of resources, adequate access to their respective research programmes and subject to appropriate levels of effective protection of intellectual, industrial and commercial property rights.

2. Science and technology cooperation may cover:

- (a) the exchange of scientific and technical cooperation programmes;

- (b) the organisation of joint scientific meetings;
- (c) Joint RTD activities;
- (d) training activities for scientists, researchers and technicians engaged in RTD on both sides.

The cooperation covered by this Article shall be implemented and concluded in accordance with any arrangements agreed by the Parties which shall set out, *inter alia*, appropriate intellectual property rights provisions.

## ARTICLE 95

### **Customs and Tax Cooperation**

1. The Parties will establish cooperation in the customs field in particular in the areas of training, simplification of customs formalities, documentation and procedures, prevention, investigation and repression of infringements of the rules on customs matters with the aim of guaranteeing compliance with all the provisions scheduled for adoption in connection with trade.

2. With a view to strengthening and developing economic activities while taking into account the need to develop an appropriate regulatory framework, the Parties recognise and commit themselves to implement the principles of good governance in the tax area, namely the principles of transparency, exchange of information and fair tax competition. To that effect, the Parties will improve international cooperation in the tax area and develop measures for the effective implementation of the above-mentioned principles.

## ARTICLE 96

### **Statistical Cooperation**

The Parties agree to promote cooperation activities in the field of statistics. These will be oriented towards institution and capacity building and strengthening of the national statistical system, including the development of statistical methods and the production and dissemination of statistics on trade in goods and services and, more generally, on any other area in support of the national social and economic development priorities covered by this Agreement and lending themselves to statistical processing.

## ARTICLE 97

### **Macro-economic Stability and Public Finances**

1. The Parties agree on the importance to achieve macro- economic stability in Iraq through a sound monetary policy which may cover as appropriate price stability, as well as through fiscal policy aimed at achieving debt sustainability.
2. The Parties agree on the importance to achieve public expenditure effectiveness, transparency and accountability at the national and the local level in Iraq.
3. The Parties agree to cooperate *inter alia* to improve the Iraqi public finance management system that aims, among others, at the comprehensiveness of the budget planning and a single treasury account.

## ARTICLE 98

### **Development of the Private Sector**

The Parties agree to cooperate in order to develop a market economy in Iraq, by enhancing the investment climate, diversifying economic activity, making progress towards privatisation and by improving other conditions for accelerating private sector job creation.

## ARTICLE 99

### **Tourism**

1. The Parties call for efforts to improve their cooperation to ensure a balanced and sustainable development of tourism and related issues.
2. Therefore the Parties agree on developing cooperation in the field of tourism and especially to exchange information, experience and best practices regarding the organisation of the institutional framework in the tourism sector and regarding the general environment in which tourism enterprises operate.

## ARTICLE 100

### **Financial Services**

The Parties may cooperate with the view to:

- (a) strengthen the financial sector in Iraq;

- (b) improve accounting and supervisory and regulatory systems of banking, insurance and other financial sectors in Iraq;
- (c) exchange of information on the respective laws in force or under preparation;
- (d) developing compatible auditing systems.

TITLE IV  
**JUSTICE, FREEDOM AND SECURITY**

ARTICLE 101

**Rule of Law**

1. In their cooperation in the area of justice, freedom and security the Parties shall show a constant commitment to, and attach particular importance to the principle of the rule of law, including the independence of the judiciary, access to justice, and the right to a fair trial.
2. The Parties may cooperate to further develop the functioning of institutions in the areas of law enforcement and the administration of justice including by capacity building.

ARTICLE 102

**Legal Cooperation**

1. The Parties agree to develop judicial cooperation in civil matters, in particular as regards the ratification and implementation of multilateral conventions on civil judicial cooperation and, in particular, the Conventions of the Hague Conference on Private International Law in the field of international legal cooperation and litigation as well as the protection of children.
2. The Parties agree to facilitate and encourage alternative means of dispute resolution for civil and commercial disputes whenever possible according to the applicable international instruments.
3. As regards criminal matters, the Parties will seek to enhance judicial cooperation on mutual legal assistance and extradition.

## ARTICLE 103

### **Personal Data Protection**

1. The Parties agree to cooperate in order to improve the level of protection of personal data, through the exchange of best practices and experience, taking into account international legal instruments and standards.
2. Cooperation on protection of personal data may include, *inter alia*, technical assistance in the form of exchange of information and expertise.

## ARTICLE 104

### **Cooperation on Migration and Asylum**

1. The Parties reaffirm the importance of a joint management of migration flows between their territories. With a view to strengthening cooperation between them, they shall maintain a dialogue on all migration-related issues, including illegal migration, smuggling of migrants and trafficking in human beings, as well as the inclusion of the migration concerns in the national strategies for economic and social development of the areas from which migrants originate.
2. Cooperation shall be based on a specific needs assessment conducted in mutual consultation between the Parties and be implemented in accordance with their relevant national legislation in force. It will, in particular, focus on:
  - (a) the root causes of migration;
  - (b) the development and implementation of national legislation and practices as regards international protection, with a view to satisfying the provisions of the Geneva Convention of 1951 related to the status of refugees and of the Protocol of 1967 and other relevant international instruments, and to ensuring the respect of the principle of ‘non-refoulement’, while recognising that Iraq is not yet a State Party to the Geneva Convention of 1951 related to the status of refugees and of the Protocol of 1967, but that it is considering the possibility of acceding to them in the future;
  - (c) the admission rules and rights and status of persons admitted, fair treatment and integration of lawfully residing non-nationals, education and training and measures against racism and xenophobia;
  - (d) the establishment of an effective and preventive policy against illegal migration, smuggling of migrants and trafficking in human

beings including the issue of how to combat networks of smugglers and traffickers and how to protect the victims of such trafficking;

- (e) the return, under humane and dignified conditions, of persons residing illegally including the promotion of their voluntary return, and the readmission of such persons, in accordance with paragraph 3;
- (f) the field of border management and control, on issues related to organisation, training, best practices and other operational measures on the ground and where relevant, equipment, while being aware of the potential dual use of such equipment.

3. In the framework of the cooperation to prevent and control illegal immigration, the Parties also agree to readmit their illegal migrants. To this end, both Parties shall readmit any of its nationals who do not, or who no longer, fulfil the conditions in force for entry to, presence in, or residence on the territory of the other Party, upon request by the latter and without further formalities.

The United Kingdom and Iraq will provide their nationals with appropriate documents confirming identity in order to permit travel for such purposes.

4. Cooperation in this area will take place in full respect of the rights, obligations and responsibilities of the Parties arising from relevant international law, including International Humanitarian Law.

#### ARTICLE 105

### **Combating Organised Crime and Corruption**

The Parties agree to cooperate on and contribute to the fight against organised, economic and financial crime and corruption, counterfeiting and illegal transactions, through full compliance with their existing mutual international obligations in this area including on effective cooperation in the recovery of assets or funds derived from acts of corruption. The Parties will promote the implementation of the UN Convention on Transnational Organised Crime and its supplementing Protocols and the UN Convention against Corruption.

#### ARTICLE 106

### **Combating Money Laundering and Terrorist Financing**

1. The Parties agree on the need to work towards and to cooperate on preventing the use of their financial systems to launder the proceeds of all

criminal activities including drug trafficking and corruption and to the financing of terrorism.

2. The Parties agree to cooperate on technical and administrative assistance aimed at the development and implementation of regulations and the effective functioning of mechanisms to combat money laundering and financing of terrorism. This cooperation extends to the recovery of assets or funds derived from the proceeds of crimes.

3. The cooperation shall allow exchanges of relevant information within the framework of each Party's respective laws and regulations and the adoption of appropriate standards to combat money laundering and financing of terrorism equivalent to those adopted by the Financial Action Task Force on Money Laundering (hereinafter referred to as 'FATF') and by the United Kingdom and relevant regional and international bodies active in this area.

#### ARTICLE 107

##### **Combating Illicit Drugs**

1. In accordance with their respective laws and regulations, the Parties will aim at reducing the supply and trafficking of, and demand for, illicit drugs as well as their impact on drug users and society at large and to achieve a more effective prevention of diversion of chemical precursors used for the illicit manufacture of narcotic drugs and psychotropic substances. In their cooperation, the Parties shall ensure that a comprehensive and balanced approach is taken in pursuing this aim through legal market regulations and effective action and coordination between the competent authorities including those from the health, education, social, law enforcement and justice sectors.

2. The Parties shall agree on means of cooperation to attain these objectives. Actions shall be based on commonly agreed principles along the lines of the relevant international conventions, the 2009 UN Political Declaration and Plan of Action on International Cooperation Towards an Integrated and Balanced Strategy to Counter the World Drug Problem and the Outcome Document of the 2016 United Nations General Assembly Special Session on the World Drug Problem.

#### ARTICLE 108

##### **Cultural Cooperation**

1. The Parties undertake to promote bilateral cooperation in the field of culture, in order to enhance mutual understanding and foster cultural relations between the Parties.

2. The Parties support the exchange of information and expertise, as well as initiatives, contributing to increased capacity building, in particular as regards the preservation of cultural heritage.

3. The Parties will intensify cooperation as regards the fight against illicit trafficking of cultural property, in accordance with relevant UN Security Council Resolutions concerning Iraq. They will promote the ratification and effective implementation of relevant international agreements, including the 1970 Unesco Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, and the 1954 Hague Convention for the Protection of Cultural Property in the Event of Armed Conflict and its Two Protocols (1954 and 1999).

4. The Parties shall encourage intercultural dialogue between individuals, cultural institutions and organisations representing organised civil society from the United Kingdom and Iraq.

5. The Parties shall coordinate their efforts in international forums, including in the context of UNESCO, and/or other international bodies, with a view to promoting cultural diversity, in particular on the ratification and implementation of the UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions.

## ARTICLE 109

### **Regional Cooperation**

1. The Parties agree that cooperation should help to facilitate and support Iraq's stability and regional integration. To such an end they agree to promote activities aimed at strengthening relations with Iraq, its neighbouring countries and other regional partners.

2. The Parties agree that cooperation between them may include actions undertaken under cooperation agreements with other countries in the same region, provided that such action is compatible with this Agreement and in their interests.

3. Without excluding any area, the Parties agree to give particular consideration to the following actions:

- (a) the promotion of intra-regional trade;
- (b) support for regional institutions and for joint projects and initiatives established under relevant regional organisations.

TITLE V  
**INSTITUTIONAL, GENERAL AND FINAL PROVISIONS**

ARTICLE 110

**Cooperation Council**

1. A Cooperation Council is hereby established which shall supervise the implementation of this Agreement. It shall examine any major issues arising within the framework of this Agreement and may consider any other bilateral or international issues of mutual interest for the purpose of attaining the objectives of this Agreement. The Cooperation Council may also make appropriate recommendations by mutual agreement between the two Parties.
2. The Cooperation Council shall consist of the representatives of the Parties.
3. The Cooperation Council shall establish its rules of procedure. Either Party may refer to the Cooperation Council any dispute relating to the application or interpretation of this Agreement.
4. The Cooperation Council may settle the dispute by means of a recommendation.
5. The provisions of this Article shall in no way affect and are without prejudice to specific provisions regarding settlement of disputes under Title II of this Agreement.

ARTICLE 111

**Cooperation Committee and Specialised Sub-committees**

1. The Cooperation Committee is hereby established, composed of representatives of the Parties and with a view to assist the Cooperation Council in its duties.
2. The Cooperation Council may decide to set up any other specialised sub-committee or body that can assist it in carrying out its duties and shall determine the composition and duties of such committees or bodies and how they shall function.

## ARTICLE 112

### **Parliamentary Cooperation**

Nothing in this Agreement shall restrict cooperation between the United Kingdom Parliament and the Parliament of Iraq.

## ARTICLE 113

### **Facilities**

To facilitate cooperation in the framework of this Agreement, both Parties agree to grant necessary facilities to their duly authorised experts and officials involved in implementing cooperation under this Agreement for the performance of their functions, in accordance with the internal rules and regulations of each Party.

## ARTICLE 114

### **Territorial Application**

1. This Agreement shall apply, on the one hand, to the United Kingdom and, as of the date prescribed in paragraph 2 of this Article, the following territories for whose international relations it is responsible to the extent that and under the conditions which the EU-Iraq Agreement applied immediately before it ceased to apply to the United Kingdom:

- (a) Gibraltar; and
- (b) the Bailiwick of Guernsey, the Bailiwick of Jersey, and the Isle of Man,

and, on the other hand, to Iraq.

2. Subject to Article 115 and paragraph 1 of this Article, this Agreement shall apply to Gibraltar, the Bailiwick of Guernsey, the Bailiwick of Jersey, and the Isle of Man as of the date of the United Kingdom's written notification to Iraq of the applicability of this Agreement to those territories.

## ARTICLE 115

### **Entry into Force and Provisional Application**

1. Each Party shall notify the other Party in writing, through diplomatic channels, of the completion of the procedures required by its law for the entry

into force of this Agreement.

2. This Agreement shall enter into force on the date of the later of the Parties' notifications that they have completed their internal procedures.

3. Pending entry into force of this Agreement, the United Kingdom and Iraq may agree to provisionally apply this Agreement, or specific provisions thereof, by an exchange of notifications. Such provisional application shall take effect on the date of the later of the Parties' notifications that they have completed the procedures necessary for this purpose.

4. The United Kingdom or Iraq may terminate the provisional application of this Agreement by giving written notice to the other Party. Such termination shall take effect one month following the date of notification of termination.

5. Where this Agreement is, or certain provisions of this Agreement are, provisionally applied, the term "entry into force of this Agreement" in any provisionally applied provisions shall be deemed to refer to the date that such provisional application takes effect.

6. The United Kingdom shall submit notifications under this Article to Iraq's Ministry of Foreign Affairs or its successor. Iraq shall submit notifications under this Article to the United Kingdom's Foreign, Commonwealth and Development Office or its successor.

## ARTICLE 116

### **Evolution Clause**

1. The Parties may by mutual consent amend, revise and expand this Agreement with a view to enhancing the level of cooperation, including through supplementing it by means of agreements or protocols on specific sectors or activities.

2. With regard to the implementation of this Agreement, either Party may put forward suggestions for widening the scope of cooperation, taking into account the experience gained in its application. Any widening of the scope of the cooperation under this Agreement will be decided at the Cooperation Council.

3. Each of the Parties shall notify the other following completion of their respective internal constitutional and legal procedures required to allow any amendment to this Agreement to enter into force.

4. Any amendment shall enter into force on the date of the later notification referred to in paragraph 3 of this Article.

## ARTICLE 117

### **Other Agreements**

This Agreement shall not affect the application or implementation of commitments undertaken by the respective Parties in relations with third parties.

## ARTICLE 118

### **The Windsor Framework**

1. For as long as the Windsor Framework<sup>4</sup> is in force<sup>5</sup>, nothing in this Agreement shall preclude the United Kingdom from adopting or maintaining measures, or refraining from doing so, further to the Windsor Framework, and amendments thereto and subsequent agreements replacing parts thereof, provided that such measures, or the absence of such measures, are not used as a means of arbitrary or unjustified discrimination against the other Party or as a disguised restriction on trade.

2. On request of either Party, the Parties shall hold consultations, in relation to the effects of a measure described in paragraph 1 the United Kingdom has adopted, or absence thereof,<sup>6</sup> on this Agreement and seek a mutually acceptable solution.

## ARTICLE 119

### **Non-execution of Agreement**

1. The Parties shall adopt any general or specific measures required for them to fulfil their obligations under this Agreement and shall ensure that they comply with the objectives laid down in this Agreement.

2. If a Party considers that the other Party has failed to fulfil an obligation under this Agreement it may take appropriate measures. Before doing so, it must supply the Cooperation Council within 30 days with all the relevant information required for a thorough examination of the situation with a view

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<sup>4</sup>The Windsor Framework has the same meaning as set out in Joint Declaration No 1/2023 of the Union and the United Kingdom in the Joint Committee established by the Agreement on the Withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community of 24 March 2023.

<sup>5</sup>The Parties note in particular that arrangements for democratic consent specified at Article 18 of the Windsor Framework dependent on the same Articles for their application, ceasing to apply to the United Kingdom in accordance with the arrangements specified at Article 18.

<sup>6</sup>For greater certainty, this refers to a measure described in paragraph 1 which is adopted after entry into force of this Agreement or the absence of such measure.

to seeking a solution acceptable to the Parties.

In this selection of measures, priority must be given to those which least disturb the functioning of this Agreement. These measures shall be notified immediately to the Cooperation Council and shall be the subject of consultations in the Cooperation Council if the other Party so requests.

3. By way of derogation from paragraph 2, a Party may immediately take appropriate measures in accordance with international law in case of:

- (a) denunciation of this Agreement not sanctioned by the general rules of international law;
- (b) violation by the other Party of the essential elements of this Agreement referred to in Articles 2 and 5.

The other Party may ask that an urgent meeting be called to bring the Parties together within 15 days for a thorough examination of the situation with a view to seeking a solution acceptable to the Parties.

4. By way of derogation from paragraph 2, if a Party considers that the other Party has failed to fulfil an obligation under Title II of this Agreement, it shall exclusively have recourse to, and abide by, the dispute settlement procedures established under Section VI of Title II of this Agreement.

#### ARTICLE 120

##### **Authentic Texts**

This Agreement is drawn up in duplicate in English and Arabic languages, each of these texts being equally authentic.

#### ARTICLE 121

##### **Annexes, Appendices and Notes**

The Annexes, Appendices, and Notes to this Agreement shall form an integral part thereof.

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Agreement.

DONE at London, this Fourteenth day of January 2025, in two originals, in the English and Arabic languages, both texts being equally authentic.

**For the Government of the  
Kingdom of Great  
Britain and Northern Ireland:**

**KEIR STARMER**

**For the Government of the United  
Republic of Iraq:**

**MOHAMMED SHIA AL-SUDANI**

*ANNEX 1*

**PUBLIC PROCUREMENT**

**Appendix I**

*Covered procurements*

Sub-Annex 1

**Central government entities whose procurement is covered by Chapter II of Section V of Title II of this Agreement**

Goods (specified in Sub-Annex 3)

Thresholds                      SDR 130 000

Services (specified in Sub-Annex 4)

Thresholds                      SDR 130 000

Construction Services (specified in Sub-Annex 5)

Thresholds                      SDR 5 000 000

**Commitments by Iraq**

All central government entities, including any subordinate entity of any central government entity, all other entities whose procurement policies are controlled by, dependent on, or influenced by the central government, and all other entities financed by the central government or subject to management supervision by the central government.

**Commitments by the United Kingdom**

1. All central government entities, including any subordinate entity of any central government entity, provided it does not have separate legal personality.

2. Indicative list of the bodies covered by paragraph 1:

1 Attorney General's Office

1.1 Government Legal Department

2 Cabinet Office

2.1 Office of the Parliamentary Counsel

2.2 Boundary Commission for England

2.3 Crown Commercial Service

3 Charity Commission

4 Crown Estate - Vote Expenditure Only

5 Crown Prosecution Service

6 Department for Business and Trade

- 6.1 Competition Appeal Tribunal
- 6.2 Competition and Markets Authority
- 6.3 Competition Service
- 6.4 Office of Manpower Economics

7 Department for Education

- 7.1 Office for Students

8 Department for Culture, Media and Sport

- 8.1 Arts Council England
- 8.2 British Library
- 8.3 British Museum
- 8.4 The Gambling Commission
- 8.5 Historic Buildings and Monuments Commission for England (known as "Historic England")
- 8.6 Imperial War Museum
- 8.7 National Gallery
- 8.8 National Maritime Museum
- 8.9 National Portrait Gallery
- 8.10 Natural History Museum
- 8.11 Board of Trustees of the Science Museum (known as "Science Museum Group")
- 8.12 Tate Gallery
- 8.13 Victoria and Albert Museum
- 8.14 Wallace Collection

9 Department for Energy Security and Net Zero

- 9.1 Nuclear Decommissioning Authority
- 9.2 North Sea Transition Authority

10 Department for Environment, Food and Rural Affairs

- 10.1 Natural England
- 10.2 Plant Variety Rights Office
- 10.3 Royal Botanic Gardens, Kew

11 Department of Health and Social Care

- 11.1 NHS Business Services Authority
- 11.2 NHS Commissioning Board (known as "NHS England")
- 11.3 NHS Trusts
- 11.4 NHS Foundation Trusts

12 Ministry of Housing, Communities and Local Government

13 Department for Science, Innovation and Technology

- 13.1 Intellectual Property Office
- 13.2 Meteorological Office (known as "Met Office")
- 13.3 UK Research and Innovation
  
- 14 Department for Transport
  - 14.1 Maritime and Coastguard Agency
  - 14.2 Highways England Company Ltd (known as "Highways England")
  
- 15 Department for Work and Pensions
  - 15.1 Office for Nuclear Regulation
  - 15.2 Pensions Regulator
  - 15.3 Social Security Advisory Committee
  
- 16 Export Credits Guarantee Department (known as "UK Export Finance")
  
- 17 Foreign, Commonwealth and Development Office
  - 17.1 Wilton Park
  
- 18 Government Actuary's Department
  
- 19 Home Office
  - 19.1 HM Inspectorate of Constabulary and Fire & Rescue Services
  
- 20 Corporate Officer of the House of Commons
  
- 21 Corporate Officer of the House of Lords
  
- 22 Ministry of Defence
  - 22.1 Defence Equipment & Support
  
- 23 Ministry of Justice
  - 23.1 Court of Appeal - (England and Wales)
  - 23.2 Employment Appeals Tribunal
  - 23.3 Employment Tribunals
  - 23.4 First-tier Tribunal
  - 23.5 Her Majesty's Courts and Tribunals Service
  - 23.6 Law Commission
  - 23.7 Legal Aid Agency - England and Wales
  - 23.8 Office of the Official Solicitor to the Senior Courts and the Public Trustee
  - 23.9 Office of the Public Guardian
  - 23.10 Parole Board
  - 23.11 UK Supreme Court
  - 23.12 Upper Tribunal

24 The National Archives

25 National Audit Office

26 National Savings and Investments

27 Northern Ireland Assembly Commission

28 Northern Ireland Ministers

28.1 Agricultural Wages Board for Northern Ireland

28.2 Attorney General for Northern Ireland

28.3 Department of Agriculture, Environment and Rural Affairs

28.4 Department for Communities

28.5 Department for the Economy

28.5.1 Consumer Council Northern Ireland (with respect only to the functions transferred from the National Consumer Council which were themselves transferred from the Gas and Electricity Consumer Council).

28.6 Department of Education

28.7 Department of Finance

28.8 Department of Health

28.9 Department for Infrastructure

28.10 Department of Justice

28.10.1 Coroners Service

28.10.2 County Courts

28.10.3 Court of Appeal and High Court of Justice in Northern Ireland

28.10.4 Crown Court

28.10.5 Enforcement of Judgements Office

28.10.6 Forensic Science Northern Ireland

28.10.7 Legal Service Agency Northern Ireland

28.10.8 Magistrates' Courts

28.10.9 Pensions Appeals Tribunals (Northern Ireland)

28.10.10 Police Service of Northern Ireland

28.10.11 Probation Board for Northern Ireland

28.10.12 Office of the Social Security Commissioners and Child Support Commissioners (Northern Ireland);

28.10.13 State Pathologist's Department

28.11 Executive Office

29 Northern Ireland Office

29.1 Office of the Chief Electoral Officer for Northern Ireland

29.2 Public Prosecution Service for Northern Ireland

30 Office for National Statistics

30.1 National Health Service Central Register

31 Parliamentary Works Sponsor Body

- 32 Parliamentary and Health Service Ombudsman
- 33 Postal business of the Post Office
- 34 Privy Council Office
- 35 Restoration and Renewal Delivery Authority Ltd
- 36 HM Revenue and Customs
- 37 Royal Hospital, Chelsea
- 38 Royal Mint
- 39 Rural Payments Agency
- 40 Scotland, Auditor-General
- 41 Scotland, Crown Office and Procurator Fiscal Service
- 42 Scotland, National Records of Scotland
- 43 Scotland, Queen's and Lord Treasurer's Remembrancer
- 44 Scotland, Registers of Scotland
- 45 The Scotland Office
- 46 The Scottish Ministers
  - 46.1 Architecture and Design Scotland
  - 46.2 Crofting Commission
  - 46.3 Lands Tribunal for Scotland
  - 46.4 National Galleries of Scotland
  - 46.5 National Library of Scotland
  - 46.6 National Museums of Scotland
  - 46.7 Royal Botanic Garden, Edinburgh
  - 46.8 Scottish Courts and Tribunals Service
  - 46.9 Scottish Further and Higher Education Funding Council
  - 46.10 Scottish Law Commission
  - 46.11 Special Health Boards
  - 46.12 Health Boards
  - 46.13 The Office of the Accountant of Court
  - 46.14 High Court of Justiciary
  - 46.15 Court of Session
  - 46.16 HM Inspectorate of Constabulary
  - 46.17 Parole Board for Scotland
  - 46.18 Pensions Appeal Tribunals (Scotland);

- 46.19 Scottish Land Court
- 46.20 Sheriff Courts
- 46.21 Scottish Natural Heritage
- 46.22 Scottish Police Authority
- 46.23 First-tier Tribunal for Scotland
- 46.24 Upper Tribunal for Scotland
- 46.25 Historic Environment Scotland

47 The Scottish Parliamentary Corporate Body

48 HM Treasury

- 48.1 United Kingdom Debt Management Office

49 The Wales Office - Office of the Secretary of State for Wales

50 The Welsh Ministers

- 50.1 Agricultural Dwelling House Advisory Committees (Wales)
- 50.2 Agricultural Land Tribunal for Wales
- 50.3 Higher Education Funding Council for Wales
- 50.4 Local Democracy and Boundary Commission for Wales
- 50.5 Rent Assessment Committee (Wales)
- 50.6 The Royal Commission on the Ancient and Historical Monuments of Wales
- 50.7 Valuation Tribunal for Wales
- 50.8 Welsh National Health Service Trusts and Local Health Boards

## Sub-Annex 2

### **All other Entities whose Procurement is Covered by Chapter II of Section V of Title II of this Agreement**

Goods & Services (specified in Sub-Annexes 3 and 4, respectively)  
Thresholds SDR 400 000

Construction Services (specified in Sub-Annex 5)  
Thresholds SDR 5 000 000

Commitments by Iraq

All entities listed under Sub-Annex 1 and public authorities and public undertakings which conduct procurement of goods, services and construction services for exercising one or more activities referred below:

- (a) the provision or operation of fixed networks intended to provide a service to the public in connection with the production, transport or distribution of drinking water or the supply of drinking water to such networks;

- (b) the provision or operation of fixed networks intended to provide a service to the public in connection with the production, transport or distribution of electricity or the supply of electricity to such networks;
- (c) the provision of airport or other terminal facilities to carriers by air;
- (d) the provision of maritime or inland port or other terminal facilities to carriers by sea or inland waterway;
- (e) operation of networks providing a service to the public in the field of transport by railway, automated systems, tramway, trolley bus, bus or cable;
- (f) activities relating to the exploitation of a geographical area for the purpose of exploring for or extracting oil, gas, coal or other solid fuels.

#### Commitments by the United Kingdom

All entities listed under Sub-Annex 1 and public authorities and public undertakings which conduct procurement of goods, services and construction services, for exercising one or more activities referred below:

- (a) the provision or operation of fixed networks intended to provide a service to the public in connection with the production, transport or distribution of drinking water or the supply of drinking water to such networks;
- (b) the provision or operation of fixed networks intended to provide a service to the public in connection with the production, transport or distribution of electricity or the supply of electricity to such networks;
- (c) the provision of airport or other terminal facilities to carriers by air;
- (d) the provision of maritime or inland port or other terminal facilities to carriers by sea or inland waterway;
- (e) operation of networks providing a service to the public in the field of transport by railway, automated systems, tramway, trolley bus, bus or cable.

### Sub-Annex 3

#### **Goods covered by Chapter II of Section V of Title II of this Agreement**

##### Commitments by Iraq

All goods procured by entities listed in Sub-Annexes 1 and 2.

##### Commitments by the United Kingdom

All goods procured by entities listed in Sub-Annexes 1 and 2, unless otherwise specified.

Goods, supplies and equipment purchased by Ministry of Defence and Agencies for defence or security activities in the United Kingdom only as follows:

Chapter 25: Salt, sulphur, earths and stone, plastering materials, lime and cement

Chapter 26: Metallic ores, slag and ash

Chapter 27: Mineral fuels, mineral oils and products of their distillation, bituminous substances, mineral waxes except:

ex 27.10: special engine fuels

Chapter 28: Inorganic chemicals, organic and inorganic compounds of precious metals, of rare-earth metals, of radio-active elements and isotopes except:

ex 28.09: explosives

ex 28.13: explosives

ex 28.14: tear gas

ex 28.28: explosives

ex 28.32: explosives

ex 28.39: explosives

ex 28.50: toxic products

ex 28.51: toxic products

ex 28.54: explosives

Chapter 29: Organic chemicals except:

ex 29.03: explosives

ex 29.04: explosives

ex 29.07: explosives

ex 29.08: explosives

ex 29.11: explosives  
ex 29.12: explosives  
ex 29.13: toxic products  
ex 29.14: toxic products  
ex 29.15: toxic products  
ex 29.21: toxic products  
ex 29.22: toxic products  
ex 29.23: toxic products  
ex 29.26: explosives  
ex 29.27: toxic products  
ex 29.29: explosives

Chapter 30: Pharmaceutical products

Chapter 31: Fertilisers

Chapter 32: Tanning and dyeing extracts, tannings and their derivatives, dyes, colours, paints and varnishes, putty, fillers and stoppings, inks

Chapter 33: Essential oils and resinoids, perfumery, cosmetic or toilet preparations

Chapter 34: Soap, organic surface-active agents, washing preparations, lubricating preparations, artificial waxes, prepared waxes, polishing and scouring preparations, candles and similar articles, modelling pastes and “dental waxes”

Chapter 35: Albuminoidal substances, glues, enzymes

Chapter 37: Photographic and cinematographic goods

Chapter 38: Miscellaneous chemical products except:

ex 38.19: toxic products

Chapter 39: Artificial resins and plastic materials, cellulose esters and ethers, articles thereof except:

ex 39.03: explosives

Chapter 40: Rubber, synthetic rubber, factice, and articles thereof except:

ex 40.11: bullet-proof tyres

Chapter 41: Raw hides and skins (other than fur skins) and

leather

Chapter 42: Articles of leather, saddlery and harness, travel goods, handbags and similar containers, articles of animal gut (other than silk-worm gut)

Chapter 43: Furskins and artificial fur, manufactures thereof

Chapter 44: Wood and articles of wood, wood charcoal

Chapter 45: Cork and articles of cork

Chapter 46: Manufactures of straw of esparto and of other plaiting materials, basket ware and wickerwork

Chapter 47: Paper-making material

Chapter 48: Paper and paperboard, articles of paper pulp, of paper or of paperboard

Chapter 49: Printed books, newspapers, pictures and other products of the printing industry, manuscripts, typescripts and plans

Chapter 65: Headgear and parts thereof

Chapter 66: Umbrellas, sunshades, walking-sticks, whips, riding-crops and parts thereof

Chapter 67: Prepared feathers and down and articles made of feathers or of down, artificial flowers, articles of human hair

Chapter 68: Articles of stone, of plaster, of cement, of asbestos, of mica and of similar materials

Chapter 69: Ceramic products

Chapter 70: Glass and glassware

Chapter 71: Pearls, precious and semi-precious stones, precious metals, rolled precious metals, and articles thereof; imitation jewellery

Chapter 73: Iron and steel and articles thereof

Chapter 74: Copper and articles thereof

Chapter 75: Nickel and articles thereof

Chapter 76: Aluminium and articles thereof

Chapter 77: Magnesium and beryllium and articles thereof

Chapter 78: Lead and articles thereof

Chapter 79: Zinc and articles thereof

Chapter 80: Tin and articles thereof

Chapter 81: Other base metals employed in metallurgy and articles thereof

Chapter 82: Tools, implements, cutlery, spoons and forks, of base metal, parts thereof except:

ex 82.05: tools

ex 82.07: tools, parts

Chapter 83: Miscellaneous articles of base metal

Chapter 84: Boilers, machinery and mechanical appliances, parts thereof except:

ex 84.06: engines

ex 84.08: other engines

ex 84.45: machinery

ex 84.53: automatic data-processing machines

ex 84.55: parts of machines under heading No 84.53

ex 84.59: nuclear reactors

Chapter 85: Electrical machinery and equipment, parts thereof except:

ex 85.13: telecommunication equipment

ex 85.15: transmission apparatus

Chapter 86: Railway and tramway locomotives, rolling-stock and parts thereof; railway and tramway tracks fixtures and fittings, traffic signalling equipment of all kinds (not electrically powered) except:

ex 86.02: armoured locomotives, electric

ex 86.03: other armoured locomotives

ex 86.05: armoured wagons

ex 86.06: repair wagons

ex 86.07: wagons

Chapter 87: Vehicles, other than railway or tramway rolling-stock, and parts thereof except:

ex 87.01: tractors

ex 87.02: military vehicles

ex 87.03: breakdown lorries

ex 87.08: tanks and other armoured vehicles

ex 87.09: motorcycles

ex 87.14: trailers

Chapter 89: Ships, boats and floating structures except:

ex 89.01 A: warships

Chapter 90: Optical, photographic, cinematographic, measuring, checking, precision, medical and surgical instruments and apparatus, parts thereof except:

ex 90.05: binoculars

ex 90.11: microscopes

ex 90.13: miscellaneous instruments, lasers

ex 90.14: telemeters

ex 90.17: medical instruments

ex 90.18: mechano-therapy appliances

ex 90.19: orthopaedic appliances

ex 90.20: X-ray apparatus

ex 90.28: electrical and electronic measuring instruments

Chapter 91: Manufacture of watches and clocks

Chapter 92: Musical instruments, sound recorders or reproducers, television image and sound recorders or reproducers, parts and accessories of such articles

Chapter 94: Furniture and parts thereof, bedding, mattresses, mattress supports, cushions and similar stuffed furnishings except:

ex 94.01 A: aircraft seats

Chapter 95: Articles and manufactures of carving or moulding material

Chapter 96: Brooms, brushes, powder-puffs and sieves

Chapter 98: Miscellaneous manufactured articles

## Sub-Annex 4

### **Services, other than construction services, covered by Chapter II of Section V of Title II of this Agreement**

#### Commitments by Iraq

Subject	CPC Reference No.
Maintenance and repair services	6112, 6122, 633, 886
Land transport services, including armoured car services, and courier services, except transport of mail	712 (except 71235), 7512, 87304
Air transport services of passengers and freight, except transport of mail	73 (except 7321)
Transport of mail by land, except rail, and by air	71235, 7321
Telecommunications services	752 <sup>(7)</sup> (except 7524, 7525, 7526)
Financial services	Ex 81
(a) Insurance services	812, 814
(b) Banking and investment services <sup>8</sup>	
Computer and related services	84
Accounting, auditing and bookkeeping services	862
Market research and public opinion polling services	864
Management consulting services and related services	865, 866 <sup>9</sup>
Architectural services; engineering services and integrated engineering services, urban planning and landscape architectural services; related scientific and technical consulting services; technical testing and analysis services	867

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<sup>7</sup> except voice telephony, telex, radiotelephony, paging and satellite services.

<sup>8</sup> except for the procurement or acquisition of fiscal agency or depository services, liquidation, and management services for regulated financial institutions or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities.

<sup>9</sup> except arbitration and conciliation services

Advertising services	871
Building-cleaning services and property management services	874, 82201 – 82206
Publishing and printing services on a fee or contract basis	88442
Sewage and refuse disposal; sanitation and similar services	94

#### Commitments by the United Kingdom

The United Kingdom covers the following services, which are identified in accordance with the United Nations Provisional Central Product Classification (CPC Prov.) as contained in document MTN.GNS/W/120, except for services which entities have to procure from another entity pursuant to an exclusive right established by a published law, regulation or administrative provision.

Subject	CPC Reference No.
Maintenance and repair services	6112, 6122, 633, 886
Land transport services, including armoured car services, and courier services, except transport of mail	712 (except 71235), 7512, 87304
Air transport services of passengers and freight, except transport of mail	73 (except 7321)
Transport of mail by land, except rail, and by air	71235, 7321
Telecommunications services	752 <sup>7</sup> (except 7524, 7525, 7526)
Financial services	Ex 81
(a) Insurance services	812, 814
(b) Banking and investment services <sup>10</sup>	
Computer and related services	84
Accounting, auditing and bookkeeping services	862
Market research and public opinion polling services	864

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<sup>10</sup> Except for the procurement or acquisition of fiscal agency or depository services, liquidation, and management services for regulated financial institutions or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities.

Management consulting services and related services	865, 866 <sup>11</sup>
Architectural services; engineering services and integrated engineering services, urban planning and landscape architectural services; technical testing and analysis services	867
Advertising services	871
Building-cleaning services and property management services	874, 82201 – 82206
Publishing and printing services on a fee or contract basis	88442
Sewage and refuse disposal; sanitation and similar services	94

#### Sub-Annex 5

#### **Construction Services covered by Chapter II of Section V of Title II of this Agreement**

##### Commitments by Iraq

All services listed in Division 51 of the Central Product Classification (CPC)

##### Commitments by the United Kingdom

All services listed in Division 51 of the Central Product Classification (CPC)

#### Sub-Annex 6

#### **General Notes and Derogations from Chapter II of Section V of Title II of this Agreement**

1. The provisions of Article 43(4) and Article 53 relating to the use of electronic means in procurement and the provisions on the reduction of the time periods in Article 50 and in the Appendix VI of ANNEX 1 to this Agreement will be applicable from the entry to force of the relevant legislation on electronic procurement in Iraq.
2. Contracts awarded by entities in Sub-Annexes 1 and 2 in connection with the licensing of oil and gas services and for the licensing for the use of natural resources are not included.

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<sup>11</sup> except arbitration and conciliation services.

3. Contracts intended to enable an activity mentioned in Sub-Annex 2 shall not be subject to procedures listed in this Agreement, if this activity is directly exposed to competition on markets to which the access is not restricted.
4. This Agreement does not cover procurement of agricultural products made in furtherance of agricultural support programmes and human feeding programmes (e.g. food aid including urgent relief aid.)
5. This Agreement does not cover procurement for the acquisition, development, production or co-production of programme material by broadcasters and contracts for broadcasting time.
6. Procurement by procuring entities covered under Sub-Annex 1 in connection with activities in the fields of drinking water, energy, transport and the postal sector are not covered by this Agreement, unless covered under Sub-Annex 2.

## **Appendix II**

### *Media for publication of procurement information*

For Iraq

Procurement information is announced in the Iraqi Official Gazette.

For the United Kingdom

Electronic or paper media utilised for the publication of laws, regulations, judicial decisions, administrative rulings of general application, standard contract clauses, and procedures regarding covered procurement pursuant to Article 44 (Publication of procurement information):

Legislation <https://www.legislation.gov.uk/>

Jurisprudence <https://www.judiciary.uk/> (for England, Wales and Northern

Ireland) <https://www.scotcourts.gov.uk> (for Scotland)

## **Appendix III**

### *Media for publication of notices*

For Iraq

Tenders are announced in three nationwide newspapers, including Al-Sabah, as well as on the website of the procuring entity. The notices on the websites include an English summary.

Upon completion of a national procurement portal, the procurement notices will be published there too.

For the United Kingdom

The publication of notices can be found on the UK's Find a Tender service, being a single web-based portal which is provided by or on behalf of the Cabinet Office at [www.find-tender.service.gov.uk](http://www.find-tender.service.gov.uk)

## **Appendix IV**

### *Notice of intended procurement*

Each notice of intended procurement shall include:

- (a) The name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, and their cost and terms of payment, if any;
- (b) A description of the procurement, including the nature and quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity;
- (c) For recurring contracts, if possible, an estimate of the timing of subsequent notices of intended procurement;
- (d) A description of any options;
- (e) The time frame for delivery of goods or services or the duration of the contract;
- (f) The procurement method that will be used and whether it will involve negotiation or electronic auction;
- (g) Where applicable, the address and any final date for the submission of requests for participation in the procurement;
- (h) The address and final date for the submission of tenders;
- (i) The language or languages in which tenders or requests for participation may or must be submitted, if other than an official language of the Party of the procuring entity;
- (j) A list and brief description of any conditions for participation of suppliers, including any requirements for specific documents or certifications to be provided by suppliers in connection therewith,

unless such requirements are included in tender documentation that is made available to all interested suppliers at the same time as the notice of intended procurement;

- (k) Where, pursuant to Article 47, a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, where applicable, any limitation on the number of suppliers that will be permitted to tender.

## **Appendix V**

### *Notice inviting interested suppliers to apply for inclusion in a multi-use list*

Each notice inviting interested suppliers to apply for inclusion in a multi-use list of intended procurement shall include:

- (a) A description of the goods or services, or categories thereof, for which the list may be used;
- (b) The conditions for participation to be satisfied by suppliers and the methods that the procuring entity will use to verify a supplier's satisfaction of the conditions;
- (c) The name and address of the procuring entity and other information necessary to contact the entity and obtain all relevant documents relating to the list;
- (d) The period of validity of the list and the means for its renewal or termination, or where the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list.

## **Appendix VI**

### *Time periods*

1. A procuring entity that uses selective tendering shall establish that the final date for the submission of requests for participation shall not, in principle, be less than 25 days from the date of publication of the notice of intended procurement. Where a state of urgency duly substantiated by the procuring entity renders this time period impracticable, the time period may be reduced to not less than 10 days.

2. Except as provided for in paragraphs 3, 4, 6 and 7 a procuring entity shall establish that the final date for the submission of tenders shall not be less

than 40 days from the date on which:

- (a) in the case of open tendering, the notice of intended procurement is published; or
- (b) in the case of selective tendering, the entity notifies the suppliers that they will be invited to submit tenders, whether or not it uses a multi-use list.

3. A procuring entity may reduce the time period for tendering set out in paragraph 2 to not less than 10 days where:

- (a) the procuring entity published a notice of planned procurement under paragraph 3 of Article 45 at least 35 days and not more than 12 months in advance of the publication of the notice of intended procurement, and the notice of planned procurement contains:
  - i) a description of the procurement;
  - ii) the approximate final dates for the submission of tenders or requests for participation;
  - iii) a statement that interested suppliers should express their interest in the procurement to the procuring entity;
  - iv) the address from which documents relating to the procurement may be obtained; and
  - v) as much of the information that is required for the notice of intended procurement under Appendix IV, as is available.
- (b) the procuring entity, for procurements of a recurring nature, indicates in an initial notice of intended procurement that subsequent notices will provide time periods for tendering based on this paragraph; or
- (c) a state of urgency duly substantiated by the procuring entity renders such time period impracticable.

4. A procuring entity may reduce the time period for tendering set out in paragraph 2 by five days for each one of the following circumstances:

- (a) the notice of intended procurement is published by electronic means;
- (b) all the tender documentation is made available by electronic means from the date of the publication of the notice of intended procurement;

(c) the entity accepts tenders by electronic means.

5. The use of paragraph 4, in conjunction with paragraph 3, shall in no case result in the reduction of the time period for tendering set out in paragraph 2 to less than 10 days from the date on which the notice of intended procurement is published.

6. Notwithstanding any other time period in this Appendix, where a procuring entity purchases commercial goods or services, it may reduce the time period for tendering set out in paragraph 2 to not less than 13 days, provided that the procuring entity publishes by electronic means, at the same time, both the notice of intended procurement and the complete tender documentation. In addition, where the entity accepts tenders of commercial goods or services by electronic means, it may reduce the time period established in accordance with paragraph 2 to not less than 10 days.

7. Where a procuring entity covered under Sub-Annex 2 has selected all or a limited number of qualified suppliers, the time period for tendering may be fixed by mutual agreement between the procuring entity and the selected suppliers. In the absence of agreement, the period shall not be less than 10 days.

## **Appendix VII**

### *Award notices*

The notice referred to in paragraph 2 of Article 55 shall at least contain the following information:

- (a) a description of the goods or services procured;
- (b) the name and address of the procuring entity;
- (c) the name and address of the successful supplier;
- (d) the value of the successful tender or the highest and lowest offers taken into account in the award of the contract;
- (e) the date of the award;
- (f) the type of procurement method used, and in cases where limited tendering was used, a description of the circumstances justifying the use of limited tendering.

## **Appendix VIII**

### *Tender documentation*

As referred to in paragraph 1 of Article 49, unless already provided in the notice of intended procurement, tender documentation shall include a complete description of:

- (a) the procurement, including the nature and quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity and any requirements to be fulfilled, including any technical specification, conformity assessment certification, plan, drawing or instructional material;
- (b) any conditions for participation of suppliers, including a list of information and documents that suppliers are required to submit in connection therewith;
- (c) all evaluation criteria to be considered in the awarding of the contract, and, except where the price is the sole criterion, the relative importance of such criteria;
- (d) where the procuring entity will conduct the procurement by electronic means, any authentication and encryption requirements or other requirements related to the submission of information by electronic means;
- (e) where the procuring entity will hold an electronic auction, the rules, including identification of the elements of the tender related to the evaluation criteria, on which the auction will be conducted;
- (f) where there will be a public opening of tenders, the date, time and place for the opening and, where appropriate, the persons authorised to be present;
- (g) any other terms or conditions, including terms of payment and any limitation on the means by which tenders may be submitted, e.g., paper or electronic means; and
- (h) any dates for the delivery of goods or the supply of services.

## ANNEX 2

### INTELLECTUAL PROPERTY RIGHTS

*Intellectual, industrial and commercial property rights conventions referred to in Article 59*

1. In pursuance of the objectives set out in Article 59, the Parties confirm the importance they attach to their obligations arising from the Paris Convention for the Protection of Industrial Property (Stockholm Act, 1967 and amended in 1979).

2. Paragraph 2 of Article 59 concerns the following multilateral conventions to which Iraq shall accede and ensure an adequate and effective implementation of the obligations arising from these multilateral conventions:

2.1 Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement, 1994);

2.2 Berne Convention for the Protection of Literary and Artistic Works (1886, last amended in 1979);

2.3 Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks (1989, last amended in 2007);

2.4 Geneva Act of the Hague Agreement Concerning the International Registration of Industrial Designs (1999);

2.5 Patent Cooperation Treaty (Washington, 1970, last modified in 2001);

2.6 Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure (1977, amended in 1980).

3. Paragraph 3 of Article 59 concerns the following multilateral conventions with which Iraq shall comply with:

3.1 Rome Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations (1961);

3.2 World Intellectual Property Organization Copyright Treaty – WCT (Geneva, 1996);

3.3 World Intellectual Property Organization Performances and Phonograms Treaty – WPPT (Geneva, 1996);

3.4 Singapore Treaty on the Law of Trademarks (2006);

3.5 Trademark Law Treaty (1994);

3.6 Patent Law Treaty (Geneva, 2000);

3.7 International Convention for the Protection of New Varieties of Plants (Geneva Act, 1991) (known as “UPOV”).

ANNEX 3

ENQUIRY POINTS

PARTY

UNITED KINGDOM	<p>Foreign, Commonwealth and Development Office King Charles Street Whitehall London SW1A 2AH England United Kingdom</p> <p>Telephone: (4420) 7215500 E-mail: <a href="mailto:fcdocorrespondence@fcdo.gov.uk">fcdocorrespondence@fcdo.gov.uk</a> Internet: <a href="https://www.gov.uk/government/organisations/foreign-commonwealth-development-office">https://www.gov.uk/government/organisations/foreign-commonwealth-development-office</a></p>
IRAQ	<p>Ministry of Foreign Affairs of Iraq 89CQ+4J9 بغداد Al Salhiya Baghdad Governorate, 00964</p>

## ANNEX 4

### NOTES AND SUPPLEMENTARY PROVISIONS

#### Ad ARTICLE 23

##### **Coverage**

Investment protection, other than the treatment deriving from Article 25, including investor state dispute settlement procedures, is not covered by this Section.

#### Ad ARTICLE 24

##### **Definitions**

1. A juridical person is controlled by another juridical person if the latter has the power to name a majority of its directors or otherwise to legally direct its actions.
2. The terms “constitution” and “acquisition” of a juridical person shall be understood as including capital participation in a juridical person with a view to establishing or maintaining lasting economic links.

#### Ad ARTICLE 25

##### *Paragraph 1*

Treatment arising from commitments of the United Kingdom on the supply of services by contractual service suppliers and independent professionals shall be excluded from this provision. Treatment deriving from agreements concluded by the United Kingdom providing for mutual recognition in accordance with Article VII of the GATS shall also be excluded from this provision.

##### *Paragraph 2*

Iraq may meet the requirement of this paragraph by according to services, service suppliers, establishments and investors of the United Kingdom, either formally identical treatment or formally different treatment to that it accords to its own like services, service suppliers, establishments and investors. Formally identical or formally different treatment shall be considered to be less favourable if it modifies the conditions of competition in favour of services, service suppliers, establishments or investors of Iraq compared to like services, service suppliers, establishments and investors of the United Kingdom.

##### *Paragraph 3*

For greater certainty, the notification address is to be supplied by the United

Kingdom after entry into force of this Agreement.

#### Ad ARTICLE 29

##### **Exceptions**

###### *Paragraph 4*

The sole fact of requiring a visa shall not be regarded as nullifying or impairing those benefits.

#### Ad ARTICLE 59

##### **Nature and Scope of Obligations**

For the purposes of this Agreement, intellectual property rights includes:

- (a) copyright, including copyright in computer programs and databases, rights related to copyright, rights related to patents, trademarks and trade names, insofar as these are protected as exclusive property rights in the domestic law of both parties concerned;
- (b) registered designs, layout-designs (topographies) of integrated circuits, geographical indications, including designations of origin, indications of source, plant varieties, protection of undisclosed information and the protection against unfair competition as referred to in Article 10bis of the Paris Convention for the Protection of Industrial Property (Stockholm Act 1967).

#### Ad Sub-Annex 1 of Appendix I of ANNEX 1 to this Agreement

As far as procurement by the entities of the United Kingdom and by central government entities in the field of defence and security is concerned, only non-sensitive and non-warlike materials contained in the list included under the Commitments by the United Kingdom in Sub-Annex 3 of Appendix I of ANNEX 1 to this Agreement are covered.

#### Ad Commitments by the United Kingdom, Sub-Annex 2 of Appendix I of ANNEX I to this Agreement

1. Chapter II of Section V of Title II of this Agreement does not cover procurement by procuring entities included in this Sub-Annex:

- (a) for the purchase of water and for the supply of energy or of fuels for

the production of energy;

- (b) for purposes other than the pursuit of their activities as listed in this Sub-Annex or for the pursuit of such activities outside of the United Kingdom;
- (c) for purposes of re-sale or hire to third parties, provided that the procuring entity enjoys no special or exclusive right to sell or hire the subject of such contracts and other entities are free to sell or hire it under the same conditions as the procuring entity.

2. The supply of drinking water or electricity to networks which provide a service to the public by a procuring entity other than a contracting authority shall not be considered as an activity within the meaning of paragraphs (a) or (b) of this Sub-Annex where:

- (a) the production of drinking water or electricity by the entity concerned takes place because its consumption is necessary for carrying out an activity other than that referred to in paragraphs (a) to (e) of this Sub-Annex; and
- (b) supply to the public network depends only on the entity's own consumption and has not exceeded 30 % of the entity's total production of drinking water or energy, having regard to the average for the preceding three years, including the current year.

3. Chapter II of Section V of Title II of this Agreement does not cover procurement:

- (a) by a procuring entity to an affiliated undertaking;<sup>12</sup> or
- (b) by a joint venture, formed exclusively by a number of procuring entities for the purpose of carrying out activities within the meaning of paragraphs (a) to (e) of this Sub-Annex, to an undertaking which is affiliated with one of these procuring entities, for services or supplies contracts provided that at least 80 % of the average turnover of the affiliated undertaking with respect to services or supplies for the preceding three years derives respectively from the provision of such services or supplies to undertakings with which it is affiliated.<sup>13</sup>

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<sup>12</sup> "affiliated undertaking" means any undertaking over which the procuring entity may exercise, directly or indirectly, a dominant influence, or which may exercise a dominant influence over the procuring entity, or which, in common with the procuring entity, is subject to the dominant influence of another undertaking by virtue of ownership, financial participation, or the rules which govern it.

<sup>13</sup> When, because of the date on which an affiliated undertaking was created or commenced activities, the turnover is not available for the preceding three years, it will be sufficient for that undertaking to show that the turnover referred to in this paragraph is credible, in particular by means of business projections.

4. Chapter II of Section V of Title II of this Agreement does not cover procurement:

- (a) by a joint venture, formed exclusively by a number of procuring entities for the purposes of carrying out activities within the meaning of paragraphs (a) to (e) of this Sub-Annex, to one of these procuring entities; or
- (b) by a procuring entity to such a joint venture of which it forms part, provided that the joint venture has been set up to carry out the activity concerned over a period of at least three years and the instrument setting up the joint venture stipulates that the procuring entities, which form it, will be part thereof for at least the same period.

Ad Commitments by the United Kingdom, Sub-Annex 4 of Appendix I of  
ANNEX 1 to this Agreement

For greater certainty, the Commitments by the United Kingdom in this Sub-Annex do not cover procurement of the following services:

- (a) Human health services (CPC Prov. 931);
- (b) Administrative healthcare services (CPC Prov. 91122); and
- (c) Supply services of nursing personnel and supply services of medical personnel (CPC Prov. 87206 and 87209).

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978-1-5286-5675-7