

No. 45615 *

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**United Nations
and
United States of America**

Agreement between the United Nations Organization and the Government of the United States of America concerning the establishment of security for the United Nations presence in Iraq (with related letter). New York, 31 December 2008

Entry into force: *1 January 2009, in accordance with article VII*

Authentic texts: *English*

Registration with the Secretariat of the United Nations: *ex officio, 1 January 2009*

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**Organisation des Nations Unies
et
États-Unis d'Amérique**

Accord entre l'Organisation des Nations Unies et le Gouvernement des États-Unis d'Amérique relatif à l'établissement de sécurité pour la présence des Nations Unies en Iraq (avec lettre connexe). New York, 31 décembre 2008

Entrée en vigueur : *1er janvier 2009, conformément à l'article VII*

Textes authentiques : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *d'office, 1er janvier 2009*

* *The text reproduced below is the original text of the agreement as submitted. For ease of reference, it was sequentially paginated. The final UNTS version of it is not yet available.
Le texte reproduit ci-dessous est le texte authentique de l'accord tel que soumis pour enregistrement. Pour référence, il a été présenté sous forme de la pagination consécutive.
La version finale RTNU n'est pas encore disponible.*

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT
BETWEEN
THE UNITED NATIONS ORGANIZATION
AND
THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
CONCERNING
THE ESTABLISHMENT OF SECURITY
FOR THE
UNITED NATIONS PRESENCE IN
IRAQ

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PREAMBLE

The United Nations Organization (hereinafter the "UN") and the Government of the United States of America (hereinafter the "USG"), referred to collectively as "the Parties" and individually as "Party";

Recalling the Agreement between the United Nations Organization and the Government of the United States of America Concerning the Establishment of Security for the United Nations Assistance Mission for Iraq, done at New York on December 8, 2005 (the "2005 Agreement");

Noting that, in accordance with its Article VI, paragraph 2, the 2005 Agreement will terminate on December 31, 2008, when the mandate for the multinational force in Iraq under United Nations Security Council Resolution 1790 (2007) expires;

Recalling the letter dated 16 December 2008 from the President of the United Nations Security Council addressed to the Secretary-General of the United Nations, which notes that armed forces of the United States will continue to be deployed in Iraq after that date at the request of the Government of Iraq and which welcomes the fact that, with the consent of the Government of Iraq, those forces will continue to contribute to the maintenance of security and stability in Iraq and to provide security for the UN presence in Iraq, including the United Nations Assistance Mission for Iraq (UNAMI);

Recalling the Agreement between the United States of America and the United Nations Organization Concerning the Provision of Services and Commodities on a Reimbursable Basis in Support of the Operations of the United Nations Assistance Mission in Iraq, done at New York and entered into force on December 29, 2004, as extended ("607 Agreement");

Desiring to take steps to provide a secure environment in which the United Nations is able to fulfill its important role in supporting the efforts of the Iraqi people and Government to strengthen institutions of representative government, promote political dialogue and national reconciliation, engage neighbouring countries, assist vulnerable groups, including refugees and internally displaced persons, and promote the protection of human rights and judicial and legal reform;

Wishing for this purpose to continue to provide for security for the United Nations presence in Iraq;

Noting the commitment of the Parties in assisting the people of Iraq and promoting the maintenance of security and stability in Iraq to act in accordance with international law; and

Recognizing the sovereign State of Iraq and its democratically elected and constitutionally based Government;

Have agreed as follows:

ARTICLE I
Establishment of Security

1. For the purpose of ensuring the safety and security of UN personnel in Iraq so they can effectively perform their tasks, and subject to Article VI(1) of this Agreement, the USG shall endeavor to ensure that the security tasks described in this Agreement are undertaken to the extent that such tasks are determined by the Commander of the United States Forces in Iraq to be operationally feasible and consistent with operational requirements.

2. Security surrounding designated UNAMI premises shall be established on the basis of three concentric areas of responsibility: an inner area, a middle area, and an outer area. Subject to paragraph 1 of this Article, it is envisioned that establishment of security in the foregoing areas shall be based on the following understandings:

a. The inner area or ring consists of designated UNAMI premises comprised of buildings and structures and the area immediately surrounding them up to and including the perimeter wall. Security in this area or ring shall be the responsibility of the UN except in circumstances where UNAMI facilities are situated or operations occur within areas where inner ring security is already provided by United States Forces.

b. The middle area or ring consists of the area immediately surrounding and controlling access to designated UNAMI premises, including approaches to such premises. The middle area shall in each case include one or more secure vehicle and personnel search areas, located a safe distance from the perimeter wall of the concerned premises. Security in this area or ring shall be the responsibility of United States Forces or, as may be agreed between the Parties and a third State or States, and with the consent of the Government of Iraq, the forces of that third State or States. United States Forces in the outer area shall support units assigned to the middle area, as necessary. United States Forces shall designate a quick reaction force for this purpose.

c. The outer area or ring consists of all areas of Iraq outside of the middle and inner areas. The United States Forces shall coordinate with the Government of Iraq concerning security in this area.

d. United States Forces shall provide: security for movements of UN personnel outside of U.S. facilities and areas and designated UNAMI premises, including security of non-UNAMI premises that UN personnel may visit in the course of their official duties (it being understood that the United States Forces shall designate a quick reaction force to support, as necessary, units of the United States Forces that are providing such security); security for UN personnel deployed to Provincial Reconstruction Team sites,

including for their movements to, from, and outside those sites; security for designated airfields used by UNAMI; search and rescue services support; damage survey and control support; emergency medical support, including emergency medical evacuation services; temporary, emergency evacuation of UN personnel from UNAMI premises and from Provincial Reconstruction Team sites to which they are deployed; explosive device disposal services, as necessary, and hostage recovery support, when requested.

e. United States Forces and UNAMI shall develop and coordinate plans to address circumstances that might necessitate the temporary, emergency evacuation of personnel from UNAMI premises and from Provincial Reconstruction Team sites to which UN personnel are deployed.

f. United States Forces and UNAMI shall cooperate to maintain in place and operation the arrangements that were in place on the date of termination of the 2005 Agreement for the purposes of facilitating the movement of UN personnel into and out of Iraq, including by UNAMI ensuring that UN personnel comply with applicable Iraqi laws, regulations, and implementing arrangement with respect to exit and entry from Iraq, as well as the arrangements that were then in place for the initial provision of badges to UN personnel to facilitate their entry into and movement on facilities and areas provided for the use of United States Forces and means of transport.

3. Should the USG anticipate that United States Forces will not be in the position to perform a particular task set forth in this Article, or that they will only be able to do so at a substantially reduced level, because the task is not feasible operationally or is inconsistent with operational requirements, United States Forces shall, without delay, provide UNAMI with advance notification. In such an event, United States Forces and UNAMI shall consult in accordance with paragraph 4 of Article III of this Agreement concerning the prioritization of security tasks in support of UNAMI.

4. The UN shall take all necessary and appropriate steps to maintain, safeguard, preserve, and enhance the security of all UN officials and personnel present in Iraq consistent with the tasks described herein.

5. It is envisioned that the Iraqi Security Forces ("ISF") will progressively assume responsibilities that are allocated to United States Forces under this Agreement. In so far as it may occur at the initiative of either of the Parties, this assumption of responsibility will occur at such time as the United States Forces authorities, in consultation and coordination with the Government of Iraq and UNAMI, determine that the ISF can provide such security and related services and the ISF agrees to do so. In the short term, it is anticipated that such assumption of responsibilities probably will occur on a case by case basis with respect to particular services at particular locations. In each case, the United States Forces shall assist UNAMI in assessing ISF readiness by facilitating visits by UNAMI to relevant ISF locations and by exchanging information in accordance with Article II.

6. For the purposes of this Agreement, "UN personnel" means:

a. the Special Representative of the Secretary-General for Iraq ("the SRSG"), officials of the United Nations assigned to serve with and persons assigned to perform missions for UNAMI in Iraq, and members of the United Nations Guard Unit established pursuant to the Security Council's decision of October 1, 2004; and

b. officials of, and experts performing missions for, the specialized agencies and related organizations and the offices, funds and programs of the United Nations who are deployed to Iraq under the coordination of the SRSG and UNAMI and who have been cleared to travel to Iraq for that purpose by the UN Under-Secretary-General for Safety and Security.

7. For the purposes of this Agreement, "United States Forces" means: the entity comprising the members of the United States Armed Forces, their associated civilian component, and all property, equipment, and materiel of the United States Armed Forces present in the territory of Iraq.

ARTICLE II
Exchange of Information

1. The Parties shall exchange in a timely manner information on the security situation in Iraq, including security assessments; updates and incident reports; maps of the location of minefields and unexploded ordnance; anticipated changes to their respective security plans that may affect the other Party; anticipated changes to the layout or cityscape of the area surrounding UNAMI premises; hazard identification and analysis; route-status, destinations-to-be-visited, and air-navigation status warnings; warnings of emergent threats; and threat analysis.

2. The Parties shall protect all classified or sensitive information that is provided by the other Party to it under this Agreement in accordance with the requirements of the providing Party so that it is given the equivalent level of protection as that given by the providing Party. UNAMI and the United States Forces are to jointly develop additional procedures for the communication, handling, dissemination, protection, storage, and destruction of such information.

ARTICLE III
Coordination and Implementation

1. The United States Department of Defense (DoD) shall carry out the provisions of this Agreement on behalf of the USG, and UNAMI shall carry out the provisions of this Agreement on behalf of the UN in close consultation and coordination with all appropriate levels.

2. United States Forces, on behalf of the United States, and UNAMI, on behalf of the UN, shall jointly develop non-legally binding supplemental arrangements, as may be appropriate, in implementation of this Agreement including, inter alia, determinations related to the parameters of the inner and middle rings; measures related to minimization of risks to UN personnel during United States Forces' operations; methods, modalities, and timing of notifications; and modalities related to the provision of temporary emergency evacuation services.

3. Nothing in this Agreement is intended to affect the authorities or privileges and immunities of the UN, including UNAMI, or the United States Forces, including as set forth in the UN Charter and other relevant agreements, including the *Agreement Between the United States of America and the Republic of Iraq On the Withdrawal of United States Forces from Iraq and*

the Organization of Their Activities during Their Temporary Presence in Iraq (signed November 17, 2008) ("U.S.-Iraq Security Agreement"). The Parties may address modalities for addressing these issues in such supplemental arrangements as may be developed under this Article.

4. The SRSG and the Commander of the United States Forces in Iraq, or their designated representatives, shall meet regularly and upon request to review, or resolve issues arising from, the implementation of this Agreement and any supplemental arrangements as may be developed under this Article. The Parties shall consult with each other without delay at the request of either Party on any difficulties or concerns that may arise in the implementation of this Agreement and any supplemental arrangements as may be developed under this Article.
5. Nothing in this Agreement derogates from the Parties' obligations related to reimbursement for services and commodities requested and received under the 607 Agreement. All services and commodities provided under this Agreement that are reimbursable under the 607 Agreement shall remain reimbursable in accordance with that Agreement.
6. Should it be decided that the ISF is to assume and the United States Forces are to relinquish any of the responsibilities provided for in this Agreement as envisioned in paragraph 5 of Article 1, including in respect of particular security services and particular locations only, the USG shall provide as much advance notice as possible to the UN of the plans concerned.

ARTICLE IV **Claims**

The USG and the UN, including UNAMI, waive all claims they may have against each other for damage to, or loss or destruction of its property or injury or death to its personnel arising out of activities undertaken pursuant to this Agreement. Claims of third parties filed against the USG or the UN, including UNAMI, for damages or loss caused by their respective personnel and arising from activities under this Agreement shall be resolved by the Party against which such claims are filed in accordance with the laws, rules, and regulations applicable to that Party.

ARTICLE V **Settlement of Disputes**

1. Any dispute arising under this Agreement and any supplemental arrangements developed under Article III of this Agreement shall be resolved at the lowest levels, if possible. Disputes that cannot be resolved at a lower level shall be forwarded to the appropriate authorities of the United States Forces and UNAMI for resolution.
2. In the event that there is continued disagreement between the Parties, consultations shall be continued through diplomatic channels. In no case shall any dispute arising under this Agreement and any supplemental arrangements developed under Article III of this Agreement be referred to a third party for resolution.

ARTICLE VI
Execution

1. It is understood that the United States Forces are present in Iraq upon the request of the Government of Iraq (GOI). The Parties agree the obligations of the USG, including the United States Forces, under Article 1 of this Agreement shall be subject to and conditioned upon the consent of the Government of Iraq.
2. The Permanent Representative of the United States to the United Nations shall immediately inform the Secretary-General of the United Nations in writing if:
 - a. the condition identified in paragraph 1 of this Article will not be met; or
 - b. the deployment of the United States Forces to Iraq is to be terminated or reduced to an extent that would preclude the United States Forces from performing the tasks described in this Agreement, in which case the Permanent Representative of the United States shall also notify the Secretary-General in writing of the date on which the United States Forces will cease to be able to perform the tasks provided for in this Agreement. That date shall be at least 90 days after the date of such notification, subject to the consent of the Government of Iraq.

ARTICLE VII
Entry into Force, Termination and Amendment

1. This Agreement shall enter into force on January 1, 2009.
2. This Agreement shall terminate upon the occurrence of any of the following events: the U.S.-Iraq Security Agreement expires or is terminated; or written notification by the USG to the UN that the United States Forces relinquish and the ISF assumes all of the responsibilities of the United States Forces under Article I of this Agreement; or the Agreement is terminated by either Party upon 90 days written notice to the other Party; or the USG determines that the deployment of United States Forces in Iraq is to be terminated or reduced to an extent that would preclude United States Forces from performing the tasks under this Agreement, in which last case the Agreement shall terminate on the date specified by the Permanent Representative of the United States in accordance with paragraph 2(b) of Article VI of this Agreement.
3. This Agreement may be amended by the written agreement of the Parties.
4. Notwithstanding the termination of this Agreement, the obligations of the Parties pursuant to paragraph 2 of Article II and Article IV that may arise before such termination shall continue to apply, unless otherwise agreed to in writing by the Parties.

DONE at New York this 31 day of December 2008, in duplicate.

FOR THE UNITED NATIONS ORGANIZATION	FOR THE GOVERNMENT OF THE THE UNITED STATES OF AMERICA
Jean Arnault Assistant Secretary-General for Political Affairs	Zalmay Khalilzad Permanent Representative of the United States to the United Nations