

AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE
UNITED STATES OF AMERICA**

AND

THE UNITED NATIONS ORGANIZATION

CONCERNING

**THE ESTABLISHMENT OF SECURITY
FOR THE
UNITED NATIONS ASSISTANCE MISSION FOR
IRAQ**

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PREAMBLE

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

Noting United Nations Security Council Resolutions 1483 (2003), 1500 (2003), 1511 (2003), 1546 (2004) and other relevant resolutions and the reports of the Secretary-General of the United Nations and of the representatives of the United States before the Security Council, relating to the establishment and continuing presence in Iraq of a multinational force under unified command (the Multinational Force in Iraq or MNF-I) 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);

Noting that the MNF-I is presently under the unified command of the United States of America;

Noting the letter of June 5, 2004, from Secretary of State Powell to the President of the Security Council annexed to UN Security Council Resolution 1546 (2004);

Recalling also the letter of November 11, 2004, from the Chargé d'affaires *ad interim* of the Permanent Mission of the United States of America to the UN in New York addressed to the Under-Secretary-General for Political Affairs of the UN and the Under-Secretary-General's reply of November 19, 2004, addressed to the Permanent Representative of the United States of America, setting out the mutual understanding of the USG and the UN of the security framework for UN personnel and facilities in Iraq, pending the conclusion of further detailed arrangements;

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 ("607 Agreement");



Desiring to take steps to provide a secure environment in which the United Nations is able to fulfill its important role in facilitating Iraq's reconstruction and assisting the Iraqi people and government in the formation of institutions for representative government;

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 duly elected 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, the USG shall exercise its authority as Commander, MNF-I, including over the distinct entity under the unified command of the MNF-I with a dedicated mission to provide security for the UN presence in Iraq, including the UNAMI, to endeavor to ensure that the security tasks described in this Agreement are undertaken by the MNF-I to the extent that such tasks are determined by the Commander to be operationally feasible and consistent with operational requirements. 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. 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.
- 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 the MNF-I. Elements of the MNF-I in the outer area shall support units assigned to the middle area, as necessary. The MNF-I 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. Security in this area or ring shall be the responsibility of the MNF-I, in coordination with the Iraqi Security Forces (ISF), consistent with UN Security Council Resolution 1546 (2004).
- d. The MNF-I shall provide: security for movements of UN personnel outside of designated UNAMI premises, including security of non-UNAMI premises that UN personnel may visit in the course of their official duties; 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; explosive device disposal services, as necessary, and hostage recovery support, when requested.
- e. The MNF-I and UNAMI shall develop and coordinate plans to address circumstances that might necessitate the temporary, emergency evacuation of personnel from UNAMI premises.

2. Should it be anticipated that the MNF-I will not be in the position to perform a particular task set forth in this Article; or that it will only be able to do so at a substantially reduced level, because it is not operationally feasible or is inconsistent with operational requirements, the MNF-I shall, without delay, provide UNAMI with advance notification. In such an event, the MNF-I 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.

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

4. The Parties understand that, consistent with and as contemplated by UN Security Council Resolution 1546 (2004), the ISF will progressively play a greater role in and will ultimately assume full responsibility for the maintenance of security and stability in Iraq. It is envisioned that the ISF will accordingly progressively assume responsibilities that are the MNF-I's under this Agreement. This assumption of responsibility will occur at such time as the ISF are deemed, by the Commander, MNF-I, in consultation with UNAMI, to be tactically capable of providing such security and related services and the ISF agree to do so.

5. 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.

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, hazard identification and analysis, route-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 MNF-I are to jointly develop 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. MNF-I, on behalf of DOD, and UNAMI, on behalf of the UN, shall 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 MNF-I 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 MNF-I, including as set forth in the UN Charter, UNSCR 1546 and other relevant resolutions. 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, MNF-I, 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 unified command of the MNF-I is to be transferred to the armed forces of another state or that the ISF is to assume and the MNF-I is to relinquish any of the responsibilities provided for in this Agreement as envisioned in paragraph 4 of Article I, 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 MNF-I and UNAMI for resolution.

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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
Entry into Force, Termination and Amendment

1. This Agreement shall enter into force upon signature by both Parties.
2. This Agreement shall terminate upon the occurrence of any of the following events: the USG relinquishes Command of MNF-I, or the mandate of the MNF-I contained in UN Security Council Resolution 1546 and any subsequent resolutions expires or is terminated, or the MNF-I relinquishes and the ISF assumes all of the responsibilities that are the MNF-I's under this Agreement, or the Agreement is terminated by either Party upon 90 days written notice to the other Party.
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 arise before such termination shall continue to apply, unless otherwise agreed to in writing by the Parties.

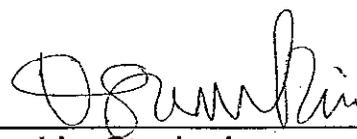
DONE at New York, this 8th day of December 2005, in duplicate.

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**

**FOR THE UNITED NATIONS
ORGANIZATION:**



John Bolton
Permanent Representative
of the United States to the United Nations



Ibrahim Gambari
Under-Secretary-General
for Political Affairs