

[Dear],

I have the honour to refer to the request of Iraq and the subsequent North Atlantic Council decisions agreeing to work together to establish a new NATO-led training and capacity building mission in Iraq. This mission is known as NATO Mission Iraq.

Based on the NATO-Iraq exchange of letters, NATO and Iraq agree to the presence of NATO Personnel in Iraq for the purpose of advising relevant officials in the Ministry of Defence and its institutions, training Iraqi instructors at Professional Military Education institutions, advising the Office of the National Security Adviser and Iraq's national security structures in the areas of Security Sector Reform and continuing the current activities. Iraq is also to accept the participation of **the Republic of Austria** as a partner nation.

I refer also to the decision by the North Atlantic Council to initially accept **the Republic of Austria's** offer to contribute to the NATO Mission Iraq and, pending completion of these financial and participation arrangements the subsequent recognition of **the Republic of Austria** as an operational partner in the NATO Mission Iraq.

Therefore, based upon previous discussions and communications, and on signature of this Agreement, I accept with appreciation the offer of the Government of **the Republic of Austria** to provide to NATO Mission Iraq an initial contribution of not more than 10 personnel. It is my understanding that it is the intention of the Government of **the Republic of Austria** to maintain its participation in the NATO Mission Iraq for a period of at least six (6) months, which may be extended.

The principles concerning the status of the NATO Mission Iraq are set out in the Exchange of Letters between the North Atlantic Treaty Organization and the Republic of Iraq (hereinafter the NATO-Iraq EOL), in any supplementary arrangements and in NATO's operational planning documents. It is understood that your ultimate decision with respect to participation in the mission will be contingent upon your acceptance of the provisions of these documents. I seek your agreement that the **Austrian** contingent shall conduct itself in accordance with the terms of these documents and any changes to them throughout the course of **the Republic of Austria's** participation in the NATO Mission Iraq.

Your attention is drawn to the fact that **the Austrian** contribution to the NATO Mission Iraq is governed by the provisions of the aforementioned NATO-Iraq EOL and supplementary arrangements for operations under NATO Command and Control arrangements only.

In accordance with the provisions of the OPLAN referred at hereafter, the Supreme Allied Commander Europe (SACEUR) has been authorised by the North Atlantic Council to conduct the NATO Mission Iraq. SACEUR has overall strategic command of NATO Mission Iraq and exercises operational command and operational control following transfer of authority by Nations. SACEUR delegates operational control of forces to Commander, Joint Force Command Naples, (COM JFCNP), who further delegates this authority to the Commander, NATO Mission Iraq (COM NMI). COM NMI, as the in-theatre operational commander, will command the NATO Mission Iraq and synchronise its activities with the Iraqi authorities.

With reference to SACEUR's Operation Plan 11200 and any subsequent revision, amendment or replacement of this plan, I seek your agreement that national contingents provided to NATO Mission Iraq, present in the area of operations and having been assessed as capable of performing their assigned mission, are transferred at a minimum of operational control to SACEUR and subject to NATO authorised Rules of Engagement. COM NMI will issue orders to the national contingents, through the chain of command established by COM NMI, and will utilise national contingents in accordance with their capabilities taking into account the advice of the contingent Commander. Non-NATO Nations will retain national command of their own contingents. In this regard, I would like to emphasise the importance of continuity of service of units in the NATO Mission Iraq and to seek your agreement that the **Austrian** contingent will not be withdrawn without a prior notification of at least three (3) months to the COM NMI, unless otherwise agreed.

Furthermore, I ask you to confirm that the appropriate authorities of your national contingent shall take the necessary measures to assure the maintenance of proper discipline of the **Austrian** personnel, and to exercise jurisdiction, where and when appropriate, with respect to any crime or offence which might be committed by **Austrian** personnel.

The exchange of NATO classified information between NATO and operational partners will be carried out in accordance with existing security arrangements as agreed by NATO and all participating Nations.

Operational partner nations may address issues of a political nature concerning the operation to the NATO Secretary General.

The financial responsibilities for the participation of your country in the NATO Mission Iraq will lie as follows:

- a. **The Republic of Austria** shall be responsible for the transportation of the personnel of the **Austrian** contingent, their weapons and equipment, without cost to NATO, from the designated point of departure to their designated location in the area of operations and return, in accordance with the mutually established rotation schedule.
- b. **The Republic of Austria** shall be responsible for the provision of food, lodging, petroleum, oil, lubricants and medical care to its personnel in the area of operations as well as basic support, without cost to NATO. Similarly, NATO shall neither provide nor maintain the equipment to be utilized by the **Austrian** contingent in the performance of its mission.
- c. **The Republic of Austria** shall remain responsible for the payment to its personnel, without cost to NATO, of the salaries, special pay, benefits, per diem reimbursements, allowances, and other payments which would normally be paid to such personnel when stationed in the theatre area of operations.
- d. **The Republic of Austria** shall provide its personnel, without cost to NATO, the weapons and other equipment required to perform their mission.
- e. NATO shall provide no payments or reimbursements to **the Republic of Austria** for the provision of forces to the NATO mission Iraq.
- f. National representation at any NATO Headquarters will be at the expense of **the Republic of Austria**.

- g. NATO Nations and operational partner Nations have agreed among themselves to waive all claims against each other and against other operational partner Nations for damage to property owned or used by, and injury to personnel belonging to, their contingents in the NATO Mission Iraq. By accepting this agreement, **the Republic of Austria** obligates itself to accept a similar commitment.

- h. Operational partner Nations, including **the Republic of Austria** and other constituent elements of the NATO Mission Iraq shall be responsible for claims for damages arising out of their acts and omissions and made by third parties from the Nation in which the damage in question occurred. All third party claims shall be processed in accordance with the procedures to be promulgated by COM NMI and submitted for settlement by the Nation responsible for the damage.

Any issues not covered in the present letter remain the responsibility of the Government of **the Republic of Austria** and will not entail any financial responsibility of NATO or any of the other national constituent elements of the NATO Mission Iraq.

All issues related to the application or interpretation of the provisions of the present agreement will be settled through appropriate negotiations between NATO and **the Republic of Austria**. Operational issues related to **the Republic of Austria** contribution to the NATO Mission Iraq shall be settled by COM NMI and the **Austrian** national contingent commander or their designated representatives.

The present agreement may be supplemented by implementation arrangements concluded between the designated representatives of NATO and **the Republic of Austria**.

I have the honour to propose that this letter and your reply confirming the agreement of your Government to the terms thereof shall constitute an Agreement which shall enter into force on the date of your reply.

Yours sincerely,

[to be signed by the Secretary General]

DRAFT REPLY LETTER

Dear Secretary General,

I have the honour to acknowledge receipt of your letter dated xx xxx 2023 which reads as follows;

“[Quote outgoing letter]”

I have the pleasure to inform you of my Government’s acceptance of said letter which, together with this reply, constitutes an Agreement which shall enter into force on the date of this reply.

Yours sincerely,

[to be signed]