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Reference: DM/GDS
In reply to: T.Salvini

The President of the United States of America
H.E. Barack Obama
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500
USA

VIA FAX: +1 202-456-2461

18th June 2009

H.E. President Barack Obama

RE: H.E. TARIQ AZIZ

We have the honour to represent the above who as you will be well aware has been detained at Camp Cropper in Baghdad since 24th April 2003. You may also be aware our client was born on the 1st April 1936 in Mosul and was the Deputy Prime Minister and Foreign Secretary under the Government of the late Saddam Hussein.

Our client has now been in custody over 6 years and there is still no sign whatsoever of any conclusion to his trial. We have attended Mr Aziz on a number of occasions and we take this opportunity at thanking the US Military for their protection, security and facilities throughout our visits.

We also refer to our letter dated 14th June 2007 addressed to your predecessor George Bush to which we received a limited response.

It is of some regret that we are forced at writing this letter and raising certain matters to your attention. We sincerely hope that you will accept the spirit of fairness based upon which our letter is written on behalf of our client and to which must not be deemed any disrespect towards your or your administration.

On the 23rd April 2003 our client H.E. Tariq Aziz entered into an agreement with primarily the US Military, ultimately with the US Government on the strict understanding that compliance on the part of the US Military/US Government was **personally** guaranteed by yourself not only as President of the United States of America but in the words of our client as "George W. Bush".

Our client contends that on the 23rd April 2003 he entered into an agreement whilst at his sister's house in Baghdad with the US Military that in return for his voluntary surrender and de-briefing his entire family would be maintained safely and be escorted to Amman in Jordan. Our client contends that negotiations took place with the US Military who at all material times had never seriously sought his arrest strictly on the basis that the safe conduct of his

family would be guaranteed by the President of the United States of America acting as Supreme Commander but also as George W Bush.

The evidence shows that on the 26th April 2003 at approximately 11 am (Baghdad Time) the entire family of H.E. Tariq Aziz was secured and transported from Baghdad International Airport by C130 US Military Aircraft landing at Amman Marka Airport at 15.00pm (Jordan time).

Our client surrendered on the 24th April 2003 and to date has been debriefed by US Military Intelligence with the bulk of the questioning being entirely connected with the 'Oil for Food' programme and the connection between the British MP George Galloway and Iraq.

In accordance with the agreement that our client entered into with George Bush primarily (although whether it be George bush per se or the Presidency may require further investigation) as President of the United States and secondary as George W. Bush the legitimate expectations of our client Tariq Aziz were certainly that of release once the debriefing was completed, which we understand occurred in 2005, yet those have been violated.

In the words of our client at our last visit: *"If you cannot trust the word of the President of the United States of America, George W Bush especially since he carried out part of his agreement, then who can you trust?"*

The agreement between the US Military/US Government/ President of the United States of America as Supreme Commander/George W Bush was that in return for: (a) safe conduct of the entire family of Tariq Aziz to Amman from Baghdad and (b) compliance and co-operation in debriefing that our client would voluntarily surrender to the custody of the Occupying Force.

Our client complied with this term on the 24th April 2003.

Our client has complied with the co-operation and honest responses to the debriefing over a period of two years-which was by far longer than anticipated and necessary.

Without doubt President Bush complied with the safe passage by US Military Aircraft on the 26th April 2003 to Amman of the entire Aziz Family as stated above.

It is with some considerable regret that still to date George Bush as President of the United States of America failed to comply with the final term of the agreement namely, the release from custody of our client once the de-briefing was completed.

In our view at the very latest H.E. Tariq Aziz should have been released in May 2005 after Mr. George Galloway testified at the US Senate. It is uncontested that the 'de-briefings' (referred also in the transcripts of the George Galloway Senate Hearing) were almost entirely connected to the relationship between Saddam Hussein and George Galloway and the 'Oil for Food' programme and not any matters regarding what our client has subsequently faced trials.

To date and since the beginning of 2005 our client has not been subjected to any further de-briefings and is held under a most suspect pretence not known in law namely, the withholding of passports and some spurious purported involvement in the treatment of Marsh Arabs to which in one trial he was acquitted and a second 'rushed' trial convicted and sentenced to 15 years imprisonment.

In our view the whole matter returns to the following question asked by our client:

“If you cannot trust the word of the President of the United States of America, George W Bush especially since he carried out part of his agreement, then who can you trust?”

In our view there was and remains a binding agreement between H.E. Tariq Aziz and the United States Government/George W Bush and now albeit invariable without your knowledge yourself as President of the United States of America. Our client made clear that in his discussions with the US Military his accentuation was on whether or not the agreement carried the ‘word’ of George W Bush. The response was in the affirmative and by the transportation of the entire Aziz Family to Amman on the 26th April 2003 landing at Marka Airport in Amman by C130 US Military Aircraft our client was satisfied that the agreement was personally endorsed by the President of the United States of America.

This agreement has been breached since it has only been partly satisfied. Our client remains in custody and according to the agreement once his de-briefings were completed (which lasted by far longer than expected) he should have been placed in a state of de liberate. He remains in custody which is in breach of contract.

We of course appreciate the question that as President of the United States of America you may be subject to a certain period of immunity from civil process and there may very well be the question of vicarious liability. We emphasise that our client wanted to be satisfied that the agreement was sanctioned and carried the undertaking of the President of the United States of America and George W Bush at that time.

It may well be that the matter has not been brought to your appropriate attention and by oversight the events of 2003 may have been overlooked especially as you were not responsible for the decision to attack Iraq. However, as a result in this quite serious violation in a binding agreement our client (a) remains in custody (b) has suffered damages as a result thereof and (c) seeks specific performance of the contract.

Our client has stated to us upon your election to canvass your position on this matter. It is conceded that you in pro per in 2003 invariable knew nothing of this agreement and it was entered into by George Bush. Our client has however, stated that if President Bush failed to honour the agreement that contract surely is *“binding on President Obama who surely can be trusted to honour a contract.”* Those are the words of Tariq Aziz.

We must thus ask even after 6 years, and bearing in mind our client is still in Camp Cropper and about to undergo major surgery (for which on our clients behalf we thank the US Military Physicians for his care) to kindly now honour the final part of the said agreement made in 2003.

Prior to taking any further action we are requested kindly by our client and in the spirit of fairness to bring the matter to your attention and to allow you a period of 28 days in which to purge the violation by full compliance with the part of the agreement (albeit very late) and the order of release of H.E. Tariq Aziz and safe passage to Amman or Rome in Italy both countries of whom have agreed to accept him.

If the Iraqi Government wish to pursue any line of criminal enquiry into any past conduct they would be free to apply for extradition to the State where H.E. Tariq Aziz would be domiciled. There would thus be no prejudice to any party.

We must however, with some regret state that in the event the agreement continues to be in a state of violation by the continued detention of our client, upon further instructions we will be forced to seek the protection of the Courts for the contractual rights of our client. We are

specifically requested however, on behalf of our client at sending you the best regards from H.E. Tariq Aziz.

We attach a copy of our power of attorney signed by our client in our favour for your information.

In light of the nature of this correspondence we ask you kindly to acknowledge safe receipt.

Yours sincerely

**STUDIO LEGALE INTERNAZIONALE
GIOVANNI DI STEFANO**

بسم الله الرحمن الرحيم

((وكالة جزائية خاصة))

الوكيل: جيو جيا جي سيبامو در عمام الز اوي
 الموكل:
 الخصم:
 نوع الدعوى:
 رقم الدعوى:
 اسم المحكمة: المحكمة الجنائية العراقية العليا و الجمهورية العراقية
 في السلام
الصلاحيات:

إني الموقع أناه قد وكلت المحامي في الشكوى المقامة (ضسدي) وفقا للمادة المذكورة أعلاه وقد أدت للموما إليه بتعقيب القضية و المرافعة فيها إلى آخر درجة من درجات المحاكم بداءة و استئنافا و أمام محاكم الجنائيات سواء بقيت الشكوى وفقا للمادة المذكورة أو تغيرت أو أضيفت إليها نهم أخرى استنادا لنقص الوقائع فله حق الحضور أمام التحقيقات الأولية و مراجعة محاكم التحقيق و طلب (البراءة و الإفراج) و تقديم كافة البراهين القانونية و تقديم شهود (النفسي) و طلب نقل الدعوى من و إلى المحاكم في كل ما مر ذكره من الصلاحيات و مجمل القول: إن للوكيل الموما إليه كافة الحقوق و الصلاحيات التي أملكها في هذه القضية و للبيان وقعت.

أشهد على شخصية الموكل و هويته

الموكل
طارق عزيز عيسى