
The Geneva Initiative

The Geneva Accord and Annexes - A Summary

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The Geneva Accord

A Summary

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The Geneva Accord

A Model Israeli-Palestinian Peace Agreement

The State of Israel (hereinafter “Israel”) and the Palestine Liberation Organization (hereinafter “PLO”), the representative of the Palestinian people (hereinafter the “Parties”):

- **Reaffirming**
their determination to put an end to decades of confrontation and conflict, and to live in peaceful coexistence, mutual dignity and security based on a just, lasting, and comprehensive peace and achieving historic reconciliation;
- **Recognizing**
That peace requires the transition from the logic of war and confrontation to the logic of peace and cooperation, and that acts and words characteristic of the state of war are neither appropriate nor acceptable in the era of peace;
- **Affirming**
their deep belief that the logic of peace requires compromise, and that the only viable solution is a two-state solution based on UNSC Resolution 242 and 338;
- **Affirming**
that this agreement marks the recognition of the right of the Jewish people to statehood and the recognition of the right of the Palestinian people to statehood, without prejudice to the equal rights of the Parties’ respective citizens;
- **Recognizing**
that after years of living in mutual fear and insecurity, both peoples need to enter an era of peace, security and stability, entailing all necessary actions by the parties to guarantee the realization of this era;
- **Recognizing**
each other’s right to peaceful and secure existence within secure and recognized boundaries free from threats or acts of force;
- **Declaring**
that this Agreement marks the historic reconciliation between the Palestinians and Israelis, and paves the way to reconciliation between the Arab World and Israel and the establishment of normal, peaceful relations between the Arab states and Israel in accordance with the relevant clauses of the Beirut Arab League Resolution of March 28, 2002; and
- **Resolved**
to pursue the goal of attaining a comprehensive regional peace, thus contributing to stability, security, development and prosperity throughout the region;

Have agreed on the following:

1. Purpose of the Permanent Status Agreement

1. The Permanent Status Agreement (hereinafter “this Agreement”) ends the era of conflict and ushers in a new era based on peace, cooperation, and good neighborly relations between the Parties.
2. The implementation of this Agreement will settle all the claims of the Parties arising from events occurring prior to its signature. No further claims related to events prior to this Agreement may be raised by either Party.

2. Relations between the Parties

1. The state of Israel shall recognize the state of Palestine (hereinafter “Palestine”) upon its establishment. The state of Palestine shall immediately recognize the state of Israel.
2. The state of Palestine shall be the successor to the PLO with all its rights and obligations.
3. Israel and Palestine shall immediately establish full diplomatic and consular relations with each other and will exchange resident Ambassadors, within one month of their mutual recognition.
4. The Parties recognize Palestine and Israel as the homelands of their respective peoples. The Parties are committed not to interfere in each other’s internal affairs.
5. The Parties shall cooperate in areas of joint economic interest, to best realize the human potential of their respective peoples. In this regard, they will work bilaterally, regionally, and with the international community to maximize the benefit of peace to the broadest cross-section of their respective populations. Relevant standing bodies shall be established by the Parties to this effect.
6. The Parties shall establish robust modalities for security cooperation, and engage in a comprehensive and uninterrupted effort to end terrorism and violence directed against each others persons, property, institutions or territory. This effort shall continue at all times, and shall be insulated from any possible crises and other aspects of the Parties’ relations.

3. Implementation and Verification Group

1. Establishment and Composition:

- i. An Implementation and Verification Group (IVG) shall hereby be established to facilitate, assist in, guarantee, monitor, and resolve disputes relating to the implementation of this Agreement.
- ii. The IVG shall include the US, the Russian Federation, the EU, the UN, and other parties, both regional and international, to be agreed on by the Parties.

2. Structure:

- i. A senior political-level contact group (Contact Group), composed of all the IVG members, shall be the highest authority in the IVG.
- ii. The Contact Group shall appoint, in consultation with the Parties, a Special Representative who will be the principal executive of the IVG on the ground. The Special Representative shall manage the work of the IVG and maintain constant contact with the Parties, the Palestinian-Israeli High Steering Committee, and the Contact Group.
- iii. The Multinational Force (MF) established under Article 5 shall be an integral part of the IVG. The Special Representative shall, subject to the approval of the Parties, appoint the Commander of the MF who shall be responsible for the daily command of the MF. Details relating to the Special Representative and MF Force Commander are set forth in Annex X.

3. Functions:

In addition to the functions specified elsewhere in this Agreement, the IVG shall:

- i. Take appropriate measures based on the reports it receives from the MF.
- ii. Assist the Parties in implementing the Agreement and preempt and promptly mediate disputes on the ground.

4. Territory

1. The International Borders between the States of Palestine and Israel

- i. In accordance with UNSC Resolution 242 and 338, the border between the states of Palestine and Israel shall be based on the June 4th 1967 lines with reciprocal modifications on a 1:1 basis as set forth in attached Map 1.
- ii. The Parties recognize the border, as set out in attached Map 1, as the permanent, secure and recognized international boundary between them.

2. Corridor

- i. The states of Palestine and Israel shall establish a corridor linking the West Bank and Gaza Strip. This corridor shall:
 - a. Be under Israeli sovereignty.
 - b. Be permanently open.
 - c. Be under Palestinian administration in accordance with Annex X of this Agreement. Palestinian law shall apply to persons using and procedures appertaining to the corridor.

- d. Not disrupt Israeli transportation and other infrastructural networks, or endanger the environment, public safety or public health. Where necessary, engineering solutions will be sought to avoid such disruptions.
 - e. Allow for the establishment of the necessary infrastructural facilities linking the West Bank and the Gaza Strip. Infrastructural facilities shall be understood to include, inter alia, pipelines, electrical and communications cables, and associated equipment as detailed in Annex X.
 - f. Not be used in contravention of this Agreement.
- ii. Defensive barriers shall be established along the corridor and Palestinians shall not enter Israel from this corridor, nor shall Israelis enter Palestine from the corridor.

5. Security

1. General Security Provisions:

- i. The Parties acknowledge that mutual understanding and co-operation in security-related matters will form a significant part of their bilateral relations and will further enhance regional security. Palestine and Israel shall base their security relations on cooperation, mutual trust, good neighborly relations, and the protection of their joint interests.
- ii. Palestine and Israel each shall:
 - a. Recognize and respect the other's right to live in peace within secure and recognized boundaries free from the threat or acts of war, terrorism and violence;
 - b. Refrain from the threat or use of force against the territorial integrity or political independence of the other and shall settle all disputes between them by peaceful means;
 - c. Refrain from joining, assisting, promoting or co-operating with any coalition, organization or alliance of a military or security character, the objectives or activities of which include launching aggression or other acts of hostility against the other;
 - d. Refrain from organizing, encouraging, or allowing the formation of irregular forces or armed bands, including mercenaries and militias within their respective territory and prevent their establishment. In this respect, any existing irregular forces or armed bands shall be disbanded and prevented from reforming at any future date;
 - e. refrain from organizing, assisting, allowing, or participating in acts of violence in or against the other or acquiescing in activities directed toward the commission of such acts.

2. Defense Characteristics of the Palestinian State

- i. No armed forces, other than as specified in this Agreement, will be deployed or stationed in Palestine.
- ii. Palestine shall be a non-militarized state, with a strong security force. Accordingly, the limitations on the weapons that may be purchased, owned, or used by the Palestinian Security Force (PSF) or manufactured in Palestine shall be specified in Annex X.
- iii. The PSF shall:
 - a. Maintain border control;
 - b. Maintain law-and-order and perform police functions;
 - c. Perform intelligence and security functions;
 - d. Prevent terrorism;
 - e. Conduct rescue and emergency missions; and
 - f. Supplement essential community services when necessary.
- iv. The MF shall monitor and verify compliance with this clause.

3. Terrorism

- i. The Parties reject and condemn terrorism and violence in all its forms and shall pursue public policies accordingly. In addition, the parties shall refrain from actions and policies that are liable to nurture extremism and create conditions conducive to terrorism on either side.
- ii. The Parties shall take joint and, in their respective territories, unilateral comprehensive and continuous efforts against all aspects of violence and terrorism. These efforts shall include the prevention and preemption of such acts, and the prosecution of their perpetrators.
- iii. To that end, the Parties shall maintain ongoing consultation, cooperation, and exchange of information between their respective security forces.

4. Incitement

- i. Without prejudice to freedom of expression and other internationally recognized human rights, Israel and Palestine shall promulgate laws to prevent incitement to irredentism, racism, terrorism and violence and vigorously enforce them.

5. Multinational Force

- i. A Multinational Force (MF) shall be established to provide security guarantees to the Parties, act as a deterrent, and oversee the implementation of the relevant provisions of this Agreement.
- ii. The composition, structure and size of the MF are set forth in Annex X.
- iii. To perform the functions specified in this Agreement, the MF shall be deployed in the state of Palestine. The MF shall enter into the appropriate Status of Forces Agreement (SOFA) with the state of Palestine.
- iv. In accordance with this Agreement, and as detailed in Annex X, the MF shall:
 - a. In light of the non-militarized nature of the Palestinian state, protect the territorial integrity of the state of Palestine.
 - b. Deploy observers to monitor the territorial and maritime borders of the state of Palestine, as specified in clause 5/13 (of the original accord).

- c. Perform the functions on the Palestinian international border crossings specified in clause 5/12 (of the original accord).
- d. Help in the enforcement of anti-terrorism measures.
- e. Help in the training of the PSF.

6. Evacuation

- i. Israel shall withdraw all its military and security personnel and equipment, including landmines, and all persons employed to support them, and all military installations from the territory of the state of Palestine, except as otherwise agreed in Annex X, in stages.
- ii. The stages shall be designed subject to the following principles:
 - a. The need to create immediate clear contiguity and facilitate the early implementation of Palestinian development plans.
 - b. Israel's capacity to relocate, house and absorb settlers. While costs and inconveniences are inherent in such a process, these shall not be unduly disruptive.
 - c. The need to construct and operationalize the border between the two states.
 - d. The introduction and effective functioning of the MF, in particular on the eastern border of the state of Palestine.
- iii. Accordingly, the withdrawal shall be implemented in the following stages:
 - a. The first stage shall include the areas of the state of Palestine, as defined in Map X, and shall be completed within 9 months.
 - b. The second and third stages shall include the remainder of the territory of the state of Palestine and shall be completed within 21 months of the end of the first stage.
- iv. Israel shall complete its withdrawal from the territory of the state of Palestine within 30 months of the entry into force of this Agreement, and in accordance with this Agreement.
- v. Israel will maintain a small military presence in the Jordan Valley under the authority of the MF and subject to the MF SOFA as detailed in Annex X for an additional 36 months. The stipulated period may be reviewed by the Parties in the event of relevant regional developments, and may be altered by the Parties' consent.

7. Early Warning Stations

Israel may maintain two EWS in the northern, and central West Bank at the locations set forth in Annex X.

8. Airspace

- i. Civil Aviation
 - a. The Parties recognize as applicable to each other the rights, privileges and obligations provided for by the multilateral aviation agreements to which they are both party.
- ii. Training
 - a. The Israeli Air Force shall be entitled to use the Palestinian sovereign airspace for training purposes in accordance with Annex X, which shall be based on rules pertaining to IAF use of Israeli airspace.

9. Electromagnetic Sphere

Neither Party's use of the electromagnetic sphere may interfere with the other Party's use.

10. International Border Crossings

- i. All border crossings shall be monitored by joint teams composed of members of the PSF and the MF. These teams shall prevent the entry into Palestine of any weapons, materials or equipment that are in contravention of the provisions of this Agreement.
- ii. In passenger terminals, for thirty months, Israel may maintain an unseen presence in a designated on-site facility, to be staffed by members of the MF and Israelis, utilizing appropriate technology.
- iii. In cargo terminals, for thirty months, Israel may maintain an unseen presence in a designated on-site facility, to be staffed by members of the MF and Israelis, utilizing appropriate technology.

11. Border Control

- i. The PSF shall maintain border control as detailed in Annex X.
- ii. The MF shall monitor and verify the maintenance of border control by the PSF.

6. Jerusalem

1. Religious and Cultural Significance:

- i. The Parties recognize the universal historic, religious, spiritual, and cultural significance of Jerusalem and its holiness enshrined in Judaism, Christianity, and Islam. In recognition of this status, the Parties reaffirm their commitment to safeguard the character, holiness, and freedom of worship in the city and to respect the existing division of administrative functions and traditional practices between different denominations.

2. Capital of Two States

The Parties shall have their mutually recognized capitals in the areas of Jerusalem under their respective sovereignty.

3. Sovereignty

Sovereignty in Jerusalem shall be in accordance with attached Map 2. This shall not prejudice nor be prejudiced by the arrangements set forth below.

4. Al-Haram al-Sharif/ Temple Mount (Compound)

- i. **International Group**
 - a. An International Group, composed of the IVG and other parties to be agreed upon by the Parties, including members of the Organization of the Islamic Conference (OIC), shall hereby be established to monitor, verify, and assist in the implementation of this clause.
 - b. For this purpose, the International Group shall establish a Multinational Presence on the Compound, the composition, structure, mandate and functions of which are set forth in Annex X.

- c. The Multinational Presence shall have specialized detachments dealing with security and conservation. The Multinational Presence shall make periodic conservation and security reports to the International Group. These reports shall be made public.
- ii. Regulations Regarding the Compound
 - a. In view of the sanctity of the Compound, and in light of the unique religious and cultural significance of the site to the Jewish people, there shall be no digging, excavation, or construction on the Compound, unless approved by the two Parties. Procedures for regular maintenance and emergency repairs on the Compound shall be established by the IG after consultation with the Parties.

5. The Wailing Wall

The Wailing Wall shall be under Israeli sovereignty.

6. The Old City:

- i. Significance of the Old City
 - a. The Parties view the Old City as one whole enjoying a unique character. The Parties agree that the preservation of this unique character together with safeguarding and promoting the welfare of the inhabitants should guide the administration of the Old City.
- ii. IVG Role in the Old City
 - a. Cultural Heritage

The IVG shall monitor and verify the preservation of cultural heritage in the Old City in accordance with the UNESCO World Cultural Heritage List rules.
 - b. Policing

The IVG shall establish an Old City Policing Unit (PU) to liaise with, coordinate between, and assist the Palestinian and Israeli police forces in the Old City.
- iii. Free Movement within the Old City

Movement within the Old City shall be free and unimpeded subject to the provisions of this article and rules and regulations pertaining to the various holy sites.
- iv. Entry into and Exit from the Old City
 - a. Entry and exit points into and from the Old City will be staffed by the authorities of the state under whose sovereignty the point falls, with the presence of PU members, unless otherwise specified.
- v. Special Arrangements
 - a. Along the way outlined in Map X (from the Jaffa Gate to the Zion Gate) there will be permanent and guaranteed arrangements for Israelis regarding access, freedom of movement, and security, as set forth in Annex X.
 - 1. The IVG shall be responsible for the implementation of these arrangements.
 - b. Without prejudice to Palestinian sovereignty, Israeli administration of the Citadel will be as outlined in Annex X.

- vi. Policing
 - a. An agreed number of Israeli police shall constitute the Israeli Old City police detachment and shall exercise responsibility for maintaining order and day-to-day policing functions in the area under Israeli sovereignty.
 - b. An agreed number of Palestinian police shall constitute the Palestinian Old City police detachment and shall exercise responsibility for maintaining order and day-to-day policing functions in the area under Palestinian sovereignty.
- vii. Arms

No person shall be allowed to carry or possess arms in the Old City, with the exception of the Police Forces provided for in this agreement. In addition, each Party may grant special written permission to carry or possess arms in areas under its sovereignty.
- 7. Mount of Olives Cemetery:**
 - i. The area outlined in Map X (the Jewish Cemetery on the Mount of Olives) shall be under Israeli administration; Israeli law shall apply to persons using and procedures appertaining to this area.
- 8. The Western Wall Tunnel**
 - i. The Western Wall Tunnel designated in Map X shall be under Israeli administration, including:
 - a. Unrestricted Israeli access and right to worship and conduct religious practices.
 - b. Responsibility for the preservation and maintenance of the site in accordance with this Agreement and without damaging structures above, under IVG supervision.
 - c. Israeli policing.
- 11. Municipal Coordination**
 - i. The two Jerusalem municipalities shall form a Jerusalem Co-ordination and Development Committee ("JCDC") to oversee the cooperation and coordination between the Palestinian Jerusalem municipality and the Israeli Jerusalem municipality.
- 12. Israeli Residency of Palestinian Jerusalemites**

Palestinian Jerusalemites who currently are permanent residents of Israel shall lose this status upon the transfer of authority to Palestine of those areas in which they reside.

7. Refugees

1. Significance of the Refugee Problem

- i. The Parties recognize that, in the context of two independent states, Palestine and Israel, living side by side in peace, an agreed resolution of the refugee problem is necessary for achieving a just, comprehensive and lasting peace between them.

2. UNGAR 194, UNSC Resolution 242, and the Arab Peace Initiative

- i. The Parties recognize that UNGAR 194, UNSC Resolution 242, and the Arab Peace Initiative (Article 2.ii.) concerning the rights of the Palestinian refugees represent the basis for resolving the refugee issue, and agree that these rights are fulfilled according to Article 7 of this Agreement.

3. Compensation

- i. Refugees shall be entitled to compensation for their refugeehood and for loss of property. This shall not prejudice or be prejudiced by the refugee's permanent place of residence.

4. Choice of Permanent Place of Residence (PPR)

The solution to the PPR aspect of the refugee problem shall entail an act of informed choice on the part of the refugee to be exercised in accordance with the options and modalities set forth in this agreement. PPR options from which the refugees may choose shall be as follows;

- i. The state of Palestine, in accordance with clause a below.
- ii. Areas in Israel being transferred to Palestine in the land swap, following assumption of Palestinian sovereignty, in accordance with clause a below.
- iii. Third Countries, in accordance with clause b below.
- iv. The state of Israel, in accordance with clause c below.
- v. Present Host countries, in accordance with clause d below.
 - a. PPR options i and ii shall be the right of all Palestinian refugees and shall be in accordance with the laws of the State of Palestine.
 - b. Option iii shall be at the sovereign discretion of third countries and shall be in accordance with numbers that each third country will submit to the International Commission. These numbers shall represent the total number of Palestinian refugees that each third country shall accept.
 - c. Option iv shall be at the sovereign discretion of Israel and will be in accordance with a number that Israel will submit to the International Commission. This number shall represent the total number of Palestinian refugees that Israel shall accept. As a basis, Israel will consider the average of the total numbers submitted by the different third countries to the International Commission.
 - d. Option v shall be in accordance with the sovereign discretion of present host countries. Where exercised this shall be in the context of prompt and extensive development and rehabilitation programs for the refugee communities

Priority in all the above shall be accorded to the Palestinian refugee population in Lebanon.

5. End of Refugee Status

Palestinian refugee status shall be terminated upon the realization of an individual refugee's permanent place of residence (PPR) as determined by the International Commission.

6. End of Claims

This agreement provides for the permanent and complete resolution of the Palestinian refugee problem. No claims may be raised except for those related to the implementation of this agreement.

7. International Role

The Parties call upon the international community to participate fully in the comprehensive resolution of the refugee problem in accordance with this Agreement, including, inter alia, the establishment of an International Commission and an International Fund.

8. Property Compensation

- i. Refugees shall be compensated for the loss of property resulting from their displacement.
- ii. The aggregate value agreed to by the Parties shall constitute the Israeli "lump sum" contribution to the International Fund. No other financial claims arising from the Palestinian refugee problem may be raised against Israel.
- iii. The value of the Israeli fixed assets that shall remain intact in former settlements and transferred to the state of Palestine will be deducted from Israel's contribution to the International Fund.

9. UNRWA

- i. UNRWA should be phased out in each country in which it operates, based on the end of refugee status in that country.
- ii. UNRWA should cease to exist five years after the start of the Commission's operations.

10. Reconciliation Programs

- i. The Parties will encourage and promote the development of cooperation between their relevant institutions and civil societies in creating forums for exchanging historical narratives and enhancing mutual understanding regarding the past.

8. Israeli-Palestinian Cooperation Committee (IPCC)

1. The Parties shall establish an Israeli-Palestinian Cooperation Committee immediately upon the entry into force of this agreement. The IPCC shall be a ministerial-level body with ministerial-level Co-Chairs.
2. The IPCC shall develop and assist in the implementation of policies for cooperation in areas of common interest including, but not limited to, infrastructure needs, sustainable development and environmental issues, cross-border municipal cooperation, border area industrial parks, exchange programs, human resource development, sports and youth, science, agriculture and culture.

9. Designated Road Use Arrangements

1. The following arrangements for Israeli civilian use will apply to the designated roads in Palestine as detailed in Map X (Road 443, Jerusalem to Tiberias via Jordan Valley, and Jerusalem –Ein Gedi).
2. Israelis may be granted permits for use of designated roads. Proof of authorization may be presented at entry points to the designated roads. The sides will review options for establishing a road use system based on smart card technology.
3. The designated roads will be patrolled by the MF at all times. The MF will establish with the states of Israel and Palestine agreed arrangements for cooperation in emergency medical evacuation of Israelis.

10. Sites of Religious Significance

1. The Parties shall establish special arrangements to guarantee access to agreed sites of religious significance, as will be detailed in Annex X. These arrangements will apply, inter alia, to the Tomb of the Patriarchs in Hebron and Rachel's Tomb in Bethlehem, and Nabi Samuel.

Map 1. Israel and Palestine Permanent Borders



- Geneva Borders
- 1967 Lines (Green Line)
- Israeli annexation polygon
- Palestinian annexation polygon

01

The Implementation and Verification Group (IVG)

- Special Representative
- Secretariat
- Donors Group
- Multinational Force
- Old City Policing Unit
- Dispute Settlement Mechanism
- Identification
- Training and Orientation

1. General

1. Purpose and Goal:

- a. The Implementation and Verification Group (IVG) is established in order to provide the support of the international community for the peace process between the Parties, and to assist the Parties in the fulfillment of their mutual obligations under the Agreement.
- b. For these purposes, the IVG will supervise, guarantee, facilitate and assist in preventing and resolving disputes relating to the implementation of the Agreement.

2. Composition and Structure:

- a. The Parties shall invite the following member countries and organizations ("Members") to participate in the IVG:
 - i. The US.
 - ii. The Russian federation.
 - iii. The EU.
 - iv. The UN Secretariat.
- b. The Parties may agree to add to the IVG additional member countries and/or organizations, both regional and international.
- c. The organs and bodies of the IVG shall be as follows:
 - i. The Contact Group.
 - ii. The Special Representative.
 - iii. The Secretariat.
 - iv. The Donors Group.
 - v. The Multinational Force.
 - vi. The Old City Policing Unit.
- d. The IVG shall establish a Dispute Settlement Mechanism.
- e. The IVG may decide, with the agreement of the Parties, to establish additional organs and bodies, as it deems necessary for the fulfillment of its tasks.
- f. The IVG permanent headquarters shall be at an agreed upon location in Jerusalem.
- g. All references in this Annex to the IVG shall include reference to any of its organs or bodies, as appropriate.

3. Responsibilities and Functions:

- a. The IVG shall have the responsibilities and functions set out in the Agreement, including, inter alia, the following:
 - i. Supervise, guarantee, facilitate and assist in preventing and resolving disputes relating to the implementation of the Agreement.
 - ii. Assist the Parties in implementing the Agreement and prevent and promptly mediate disputes on the ground.
 - iii. Assist in preventing and combating all forms of violence, including terrorism.

- iv. Monitor, verify, and facilitate the implementation of the Israeli withdrawal.
 - v. [Resolve any disagreement in the Joint Technical Border Commission on the demarcation of the border.](#)
 - vi. Resolve any disputes that may arise during the evacuation of settlements and assumption of authority over settlements by Palestine.
 - vii. Recommend a solution when it is not reached in the trilateral committee for civil aviation.
 - viii. Recommend an agreement if one is not reached in the trilateral committee that deals with changes in the annex regarding the limitation of weapons used by the Palestinian Security Force (PSF).
 - ix. Monitor and verify compliance of Israeli Air Force use of the Palestinian sovereign airspace for training, and take a conclusive decision when either side submits a complaint.
 - x. Monitor and verify the implementation of the Electromagnetic Sphere clause and annex, and take a conclusive decision when either side submits a complaint.
 - xi. Decide in complaints issued regarding the use of the Electromagnetic Sphere.
 - xii. Decide in matters raised by the PSF concerning disagreement between the PSF and the MF regarding the entrance of goods or materials.
 - xiii. Assist the Multinational Presence in al-Haram al-Sharif/Temple Mount (Compound) in its secretariat work, support or any logistic assistance needed.
 - xiv. Assist in cooperating between the two Parties – if called by them – in the event of any incidents involving Israeli citizens in the designated roads, that requires criminal or legal proceedings.
 - xv. [Monitor and verify the preservation of cultural heritage in the Old City in accordance with the UNESCO World Cultural Heritage List rules.](#)
 - xvi. Assist the Parties in establishing guidelines for the implementation of laws that prevent incitement to irredentism, racism, terrorism and violence, and assist them in vigorously enforcing them.
 - xvii. [The IVG will maintain international forces in the West Bank and Gaza crossing points. In the case of a security event involving Israeli or foreign citizens, the international forces will arrive at the site and assist the Israeli and Palestinian security forces.](#)
- b. Additional responsibilities and functions may be added to the IVG by the Parties, in a written agreement to be submitted by them to the Special Representative.
 - c. The Contact Group and the Special Representative may recommend to the Parties additional responsibilities and functions to be conferred to the IVG, or changes and amendments to existing responsibilities and functions. In all such cases, the final decision shall rest with the Parties.
 - d. The working language of the IVG shall be English.

4. Expenses and Financing:

- a. The expenses of the IVG shall be covered by income derived from the UN, the Members and the Parties.
- b. The Special Representative, with the assistance of the Parties, the Members and the Contact Group, shall establish an IVG Donors Group (Donors Group), comprised of non-Member countries and/or organizations willing to contribute to the success of the IVG and the Agreement. Any expenses not covered by the UN, the Members and the parties will derive from the donors group.
- c. The IVG shall strive to maximize local and regional purchasing and procuring for its activities.
- d. The Special Representative shall prepare a budget for each financial year, to be approved by the Contact Group and the Parties. Once approved, the budget shall serve to fund the operations of the IVG, as determined by the Special Representative. The financial year for the purpose of the IVG budget shall be from 01/01 to 31/12.
- e. For the period prior to the 1st of January of the year following the signing of the agreement, the budget of the IVG shall consist of such amounts as the Special Representative shall receive during this period.
- f. The Special Representative will prepare financial regulations consistent with this Agreement, and shall submit them for the approval of the Contact Group and the Parties no later than _____. These regulations shall include a budgetary process which takes into account the budgetary cycles of the contributing countries and organizations.
- g. Once every financial year, the Special representative shall convene a special annual plenary (the Plenary) comprised of representatives of the Parties, the Members, the Contact Group and the Donor Group, to present and discuss the IVG's compliance with its work-plan and budget for the current financial year and its proposed work-plan and budget for the next financial year.

5. Relations with the Parties:

- a. A Trilateral Committee, composed of the Special Representative and the Palestinian-Israeli High Steering Committee, shall serve as the most senior forum for coordination between the Parties and the IVG in relation to the implementation of the Agreement and for mutual review of such implementation.
- b. The Trilateral Committee shall convene for its regular meetings at least once a month. In addition, the Trilateral Committee shall convene for a special session within 48 hours of the request of either of the Parties or of the IVG to the Secretariat.
- c. In addition to the Trilateral Committee, the IVG shall be represented in the various committees and groups established under the Agreement, as detailed thereunder, and in other committees, groups or bodies as shall be agreed upon by the Parties.

6. Privileges and Immunities:

- a. Representatives of the IVG, the Special Representative and the various employees of and participants in the IVG's organs and bodies shall be entitled to privileges and immunities as detailed in the Participation Agreement.
- b. Representatives of the IVG, the Special Representative and the various employees of and participants in the IVG's organs and bodies shall enjoy freedom of movement within the territory of the Parties, as required for the performance of their responsibilities under the Agreement, in accordance with modalities to be developed by the Special Representative with the Parties.

7. Duration:

- a. The IVG shall terminate its activities in specific milestone-linked spheres upon the fulfillment of the agreed milestones for those spheres. The IVG shall continue to exist, unless otherwise agreed by the Parties.

8. The Contact Group:

- a. A senior political-level contact group (Contact Group), composed of all the IVG Members, shall be the highest authority of the IVG.
- b. The Contact Group shall appoint, in consultation with the Parties, a Special Representative who will be the principal executive of the IVG on the ground.
- c. Each Member shall be represented in the Contact Group by one senior representative.
- d. Each Member shall notify the Secretariat of the identity of its officially designated representative.
- e. In the event a designated representative is unable to participate in a meeting of the Contact Group, the appointing Member country/organization shall appoint a suitable replacement and shall notify the Secretariat accordingly.
- f. The Members listed in paragraph 2(a) above shall be deemed as the "Permanent Members" of the Contact Group.
- g. Each Member of the Contact Group is entitled to one vote.
- h. In principle, the Contact Group should strive that all its decisions be reached by consensus of all its Members.
- i. In cases in which a full consensus decision is not feasible, the decisions of the Contact Group shall be reached through a regular majority vote of its members, further provided that all Permanent Members agree to the decision in question.
- j. The Contact Group shall convene at the IVG headquarters. or at another location recommended by the Special Representative and approved by the Contact Group.
- k. The Secretariat shall provide all required logistic and administrative support for the operation of the Contact Group.

2. The Special Representative

1. The Special Representative shall be appointed by the Contact Group, in consultation with the Parties, and shall serve a term of four years. The Contact Group may, in consultation with the Parties, decide on the renewal of the term of a Special Representative, or on the replacement of the Special Representative, prior to the expiration of his term.
2. As the principal executive of the IVG on the ground, the Special Representative shall be based at the IVG headquarters and shall be responsible for the direction and management of the IVG. For this purpose, the Special Representative is authorized to act on the behalf of the IVG, including through the employment of personnel, the contracting, acquisition and disposal of property and services, the institution of legal proceedings and any other reasonable action necessary and proper for the fulfillment of his responsibilities.
3. As part of his functions, the Special Representative shall serve as the chairman of the Trilateral Committee, which shall also include both Parties' respective members of the Israeli-Palestinian High Steering Committee. The Special Representative shall be responsible for convening the Trilateral Committee on a monthly basis, or more often, upon request of any of the members of the Trilateral Committee.
4. The Special Representative shall be responsible, inter alia, for appointing and removing, in consultation with the Contact Group and the Parties, the Commander and Deputy Commander of the Multinational Force (MF), and the Commander and Deputy Commander of the Old City Policing Unit (PU).
5. The Special Representative shall periodically update and report to the Parties and the Contact Group regarding the activities of the IVG and its fulfillment of its responsibilities under the Agreement.
6. The Special Representative shall request those nations and organizations agreeable to the Parties to supply contingents of personnel and/or equipment to the MF and PU, in accordance with the Participation Agreement.
7. The Special Representative shall impress upon contributing nations and organizations the importance of continuity of service, and shall obtain their agreement not to withdraw their contingents without adequate prior notification to the Special Representative, as specified in the Participation Agreement.
8. The Special Representative will develop a media policy under the guidance of the Contact Group.

3.

The Secretariat

1. The Secretariat shall serve as the executive, logistic and administrative arm of the Special Representative at IVG headquarters, and shall be responsible for assisting the Special Representative in the performance of his responsibilities.
2. Members of the Secretariat shall be appointed by the Special Representative, from nations agreeable to the Parties. In the event that the Special Representative sees fit to employ nationals of the Parties in the Secretariat, he shall do so, inasmuch as possible, on an equal basis.
3. The Secretariat shall be based at the IVG headquarters.
4. In addition to its other responsibilities, the Secretariat shall serve as the administrative, logistic and organizational service-provider for all international or multi-party committees, groups and bodies established under the Agreement involving the IVG.

4.

The Donors Group

1. The Donors Group shall be comprised of all countries and organizations who have undertaken an obligation for financial, personnel, logistic or other support for the IVG for the next financial year.
2. Members of the Donors Group shall receive periodic updates and reports from the Special Representative and the Secretariat regarding the activities of the IVG and its fulfillment of its responsibilities under the Agreement, as well as the use made of their contributions.
3. **Once a year, the members of the Donors Group shall be invited to participate in the Plenary, in which the Special Representative will present and discuss the IVG's compliance with its work-plan and budget for the current financial year and its proposed work-plan and budget for the next financial year.**
4. All financial contributions to the IVG shall conform to the financial year adopted by the IVG for its operations.
5. All obligations for personnel and logistic support shall be for periods which shall be of sufficient length so as to enable the IVG to integrate them into its operation with a minimum of turnaround.
6. The Special Representative shall develop criteria, conditions and requirements for financial, personnel and logistic support for the IVG.
7. The IVG and the Special Representative shall serve as the primary mechanism for discussion and dialogue between a donor country or organization and one or both of the Parties, in relation to the IVG.

5. The Multinational Force

General

1. The IVG will establish a Multinational Force (MF), to provide security guarantees to the Parties, act as a deterrent, and oversee the implementation of the relevant provisions of the Agreement.
2. The MF shall be deployed within the State of Palestine. The MF Headquarters shall be established at an agreed upon location in the State of Palestine agreed upon between the IVG and the Palestinian authorities.
3. The Commander and Deputy Commander of the MF shall be appointed by and shall report to the Special Representative. The Commander and Deputy Commander of the MF shall be from different countries/nationalities.
4. The Commander of the MF shall be a former or current military officer holding the rank of Major General or above. The Deputy Commander of the MF shall be a former or current military officer holding the rank of Brigadier General or above.
5. Both the Commander and Deputy Commander of the MF shall serve for a minimum term of two years. In order to ensure maximum continuity, the Special Representative shall make best efforts not to replace both the Commander and Deputy Commander during the same year.
6. The MF shall consist of a Headquarters, a Military Component (MC), an Observer Unit (OU) and a Support Unit (SU).
7. All members of the MF, including the MC, OU and SU, shall be under the full command authority of the Commander of the MF, who reports to the Special Representative. The Commander shall promulgate the MF's Standing Operating Procedures. The Commander of the MF shall establish a chain of command incorporating the commanders of contingents made available to the MF through national or organizational contributions, under the approval of the Special Representative.
8. The Commander of the MF shall have a general responsibility for the good order of the MF and all its members. The Commander of the MF shall, in coordination with the Special representative, develop procedures for the coordination of disciplinary measures between the MF and the contributing countries and/or organizations.
9. Other than the MC, the other elements of the MF shall be unarmed.
10. The Commander of the MF shall be responsible for effective coordination with the Parties and establish a Coordination Committee (CC). The CC shall be comprised of the Commander or Deputy Commander of the MF, and appropriate representatives of the Parties.
11. The CC shall serve as the primary forum for coordination and liaison between the Parties and the MF.

12. The CC shall also include a Subcommittee for Intelligence Cooperation (SIC).
13. The MF shall establish a Joint MF-Palestine Operations Center (JOC), at MF Headquarters or at another agreed location within Palestine.

MF Headquarters

14. The MF Headquarters will be organized to fulfill its duties in accordance with the Agreement and this Annex. It shall be manned by staff-trained officers of appropriate rank, provided by troop-contributing countries and organizations. Its organization will be determined by the Commander of the MF, who will assign staff positions on an equitable national/organizational/gender basis.

The Military Component

15. The MC shall be responsible for the following:
 - a. Provide security guarantees to the Parties, act as a deterrent against any threat or violence, and oversee the implementation of the relevant provisions of this Agreement.
 - b. Protect the territorial integrity of the state of Palestine.
 - c. Serve as a deterrent against external attacks that could threaten either of the Parties.
 - d. Guarantee the implementation of the corridor article.
 - e. Inspect shuttles and passengers in Sites of Religious Significance.
 - f. Escort shuttles on their route between the border crossing and Sites of Religious Significance.
 - g. Be present at Sites of Religious Significance.
 - h. Monitor the implementation of the Mount of Olives Cemetery clause.
 - i. Help in the training of the PSF.
 - j. Help the PSF in the development of anti-terrorism measures.
 - k. Guarantee the secure access to the Israeli Early Warning Stations in the West Bank and provide escort to them.
 - l. Implement clause 5.12.ii and 5.12.iii of the agreement.
 - m. Patrol the designated roads at all times and assure the cooperation in emergency medical evacuation of Israelis from these roads.
 - n. Report to and update the IVG.
16. The MC shall consist of four mechanized infantry battalions totaling up to 3000 troops; an Aviation Unit; and a Gaza Coastal Patrol Unit.
17. The MC shall be equipped with standard armament and equipment appropriate for peacekeeping and peace-enforcing operations. The Rules of Engagement of the MC shall be developed by the Commander of the MF, together with the Special Representative and the Parties.

18. Three of the four MC battalions will be stationed and positioned in the Jordan Valley, along the border with Jordan. The fourth MC battalion will be stationed and positioned along the Egypt-Gaza Strip border. The battalions will operate both fixed positions and mobile patrols along these borders. Sub-units of the battalions will be deployed to the designated roads, to the designated places of religious significance and to other locations and sites agreed to by the Parties, for the purpose of escort missions. Exact location of the battalions will be agreed upon between the Palestinian authorities and the MF.
19. The MC battalions will be equipped with cutting-edge modern observation capabilities that will enable them to assist the Palestinian forces in identifying and preventing infiltrations.
20. The Aviation Unit will provide aerial reconnaissance and observation support to the MC and OU, through the use of helicopters and fixed-wing light aircraft equipped with modern observation capabilities.
21. The Gaza Coastal Patrol Unit will operate rapid light-boats along the Gaza coast, and will assist the Palestinian forces in identifying and preventing naval infiltrations.
22. Members of the MC shall be chosen by the Commander of the MF, from nationalities agreed to by the Parties and the Special Representative. All members of the MC must meet the following conditions:
 - a. At least 10 years professional experience in military duties.
 - b. Full fluency in English.
 - c. Graduation from the IVG Pre-Deployment Course, to be developed by the Special Representative.

The Observer Unit

23. The OU shall be responsible for the following:
 - a. Monitor and verify compliance of the PSF with the clause regarding the Defense Characteristics of the Palestinian State.
 - b. Deploy observers to areas adjacent to the lines of the Israeli withdrawal during the phases of the withdrawal.
 - c. Deploy observers to monitor the territorial and maritime borders of the state of Palestine, as specified in clause 5/13 of the Agreement.
 - d. Perform the functions on the Palestinian international border crossings specified in clause 5/12 of the Agreement.
 - e. Perform the functions relating to the early warning stations as specified in clause 5/8 of the Agreement.
 - f. Perform the functions specified in clause 5/3 of the Agreement.
 - g. Perform the functions specified in clause 5/7 of the Agreement.
 - h. Perform the functions specified in Article 10 of the Agreement.
 - i. Help in the enforcement of anti-terrorism measures.
 - j. Supervise the small Israeli military presence in the Jordan Valley authorized by the Agreement.

- k. Monitor and verify that the EWS is being used for purposes recognized by this Agreement.
 - l. Monitor all border crossings to Palestine.
 - m. Monitor and verify the maintenance of border control by the PSF.
 - n. Report to and update the IVG.
24. The OU will consist of up to 300 civilian observers and shall have the transportation means and capabilities required in order to meet its obligations and tasks.
25. The OU may operate fixed observation posts along the Israel-Palestine borders and in specific locations inside Palestine.
26. The OU will have the authority to conduct challenge inspections, within one hour of notification, anywhere within Palestine, on the basis of information developed by it independently or received through third parties. The Palestinian authorities and forces will ensure that all necessary steps are taken to enable the OU to fulfill this obligation. OU challenge inspections will be escorted by Palestinian security forces and/or MF security personnel, as agreed between the MF and Palestine.
27. Members of the OU shall be chosen by the Commander of the MF, from nationalities agreed to by the Parties and the Special Representative. All members of the OU must meet the following conditions:
- a. At least 10 years professional experience in policing, diplomatic, military, customs, intelligence or border control duties.
 - b. Full fluency in English. At least 20% should be also fluent in Arabic.
 - c. Graduation from the IVG Pre-Deployment Course, to be developed by the Special Representative.

The Support Unit

28. The SU shall provide logistic, communication, transportation and other required support to both the MU and OU.
29. Members of the SU shall be chosen by the Commander of the MF, from nationalities agreed to by the Parties and the Special Representative. Members of the SU may be either military or civilian. All members of the SU must meet the following conditions:
- a. Sufficient professional expertise in their area of specialty.
 - b. Full fluency in English.
 - c. Graduation from the IVG Pre-Deployment Course, to be developed by the Special Representative.

6. The Old City Policing Unit

1. The IVG will establish an Old City Policing Unit (PU), which shall operate in the Old City of Jerusalem in full coordination with the Parties.
2. The PU shall be responsible for the following:
 - a. To serve as a liaison and coordination mechanism between the police forces of the two Parties in the Old City.
 - b. To assist the police forces of the two Parties in the Old City in the performance of their duties, in agreed-upon activities.
 - c. To serve as a mechanism for defusing localized tensions and resolving local disputes in the Old City.
 - d. To administer and perform joint training activities with the Parties' respective police forces in the Old City.
 - e. Supervise the preservation and maintenance of The Western Wall Tunnel in accordance with the Agreement and without damaging structures above.
 - f. To perform observation, supervision and monitoring duties in the following sites and locations:
 - i. The entry and exit points into and from the Old City.
 - ii. The Western Wall Tunnel.
 - iii. Throughout the Old City in the form of mobile patrols, as developed and agreed with the Parties.
 - iv. Other locations and sites agreed to by the Parties.
 - g. To perform policing duties in the following sites and locations:
 - i. Along the way leading from the Jaffa Gate to the Zion Gate.
 - ii. The designated access road to the Mount of Olives Cemetery.
 - iii. Other locations and sites agreed to by the Parties.
3. While fulfilling its mandate, as detailed above, the PU is bound to preserve, and refrain from disrupting, the daily life and historic character of the Old City. Accordingly, the PU shall be guided by a policy of restraint in all of its activities.
4. The PU shall be based at the PU headquarters, to be established at an agreed upon location in the Old City. The PU shall also have a representative office at IVG headquarters.
5. The Commander and Deputy Commander of the PU shall be appointed by and shall report to the Special Representative. The Commander and Deputy Commander of the PU shall be from different countries/nationalities.
6. Both the Commander and Deputy Commander of the PU shall serve for a minimum term of two years. In order to ensure maximum continuity, the Special Representative shall make best efforts not to replace both the Commander and Deputy Commander during the same year.
7. The PU shall consist of a headquarters, a Joint Situation Room, a policing unit, and supporting staff and administrative personnel as required for the performance of its responsibilities.

8. Members of the PU policing unit shall be chosen by the Commander of the PU, from nationalities agreed to by the Parties and the Special Representative. All members of the policing unit must meet the following conditions:
 - a. At least 10 years professional experience in police duties.
 - b. Full fluency in English. At least 20% should be also fluent in Arabic and/or Hebrew.
 - c. Graduation from the IVG Pre-Deployment Course, to be developed by the Special Representative.
 - d. Graduation from the IVG Jerusalem Policing-Support Course, to be developed by the Special Representative, in cooperation with the Parties.
9. Appointment of PU supporting and administrative employees shall be the responsibility of the Commander of the PU, with the approval of the Special Representative.
10. The PU shall maintain and operate a Joint Situation Room (JSR) in the Old City, which shall include members of the police forces of both Parties. The JSR shall serve as a joint command center for emergency, crisis and cooperative situations and operations in the Old City.
11. The PU shall have the right to hold for a very short period individuals suspected of having committed a violation of the relevant prevailing laws (hereinafter referred to as "Temporary Detainees"), in the following cases:
 - a. In the areas, locations and sites in which the PU exercises policing duties.
 - b. In other situations, areas, locations or sites agreed to by the Parties.
12. The PU will maintain and operate a Temporary Holding Facility (THF) in an agreed location, for the purpose of holding Temporary Detainees. The conditions of detention in the THF and the regulations applicable thereto shall conform to high international standards of detention, and shall be agreed with the Parties.
13. All Temporary Detainees shall be transferred to the relevant Party, in accordance with the provisions of Article 14 of the Agreement, as soon as possible and not later than 12 hours of their detention. Under no circumstances will the PU engage in any investigative or interrogative activities in relation to Temporary Detainees.
14. In the areas, locations and sites in which the PU exercises policing duties, and in other sites and locations agreed with the Parties, the PU shall have the authority to conduct personal searches, to enter and search premises and vehicles, and to seize and temporarily hold objects, in accordance with modalities to be developed with the Parties. All object seized and held by the PU shall be transferred to the relevant Party, in accordance with the provisions of Article 14 of the Agreement, within 24 hours of their seizure.
15. PU personnel shall wear a distinctive uniform, to be coordinated with the Parties.
16. The PU will be entitled to maintain and operate land transportation vehicles and capabilities commensurate with the requirements of its mandate, whilst giving due regard to the special character of the Old City. The exact number and type of vehicles of the PU shall be determined by the PU Commander, with the agreement of the Parties.

17. Throughout its operations, the PU and its personnel may use and deploy less-than-lethal weapons and capabilities. In addition, in areas, locations and sites in which it performs policing duties, the PU may provide its personnel with handguns, to be used solely for self defense purposes. Apart from the above, the PU may not deploy, use or maintain firearms.
18. The PU shall employ modern camera and video surveillance equipment and capabilities, linked to the JSR.
19. The areas, locations and sites of agreed PU operation and activity will be detailed in a map agreed by the Parties. The map shall be amended and updated, as required, through agreement between the IVG and the Parties.

7. The Dispute Settlement Mechanism

1. The Parties shall strive to resolve all disputes relating to the interpretation or application of the Agreement through negotiations.
2. **The High Steering Committee shall serve as the highest forum for the resolution of disputes between the Parties.**
3. If a dispute is not settled promptly through negotiations, including by the High Steering Committee, either Party may submit the dispute to mediation and conciliation by sending a formal request to the Special Representative (the "IVG Dispute Resolution Request").
4. Upon receipt of the Dispute Resolution Request, the Special Representative shall immediately enter into discussions with the Parties in order to ascertain the facts of the dispute and to prepare a recommendation to the Parties concerning the mediation and conciliation mechanism appropriate for the specific dispute and on the identity of the recommended mediator/conciliator.
5. The Parties will decide on the mechanism of mediation and conciliation to be adopted, as well as on the identity of the mediator or conciliator, whilst giving high consideration to the recommendations of the Special Representative in this regard.
6. In the event that the Parties agree that they are unable to resolve the dispute within 14 days through the IVG mediation and conciliation mechanism adopted under this Article, either Party may refer the dispute to additional dispute resolution mechanisms, under Articles 16(4) of the Agreement.
7. Upon the conclusion of an IVG dispute resolution process, the Special Representative shall prepare for the Parties a report, detailing the background of the dispute and the results of the IVG dispute resolution process. The Secretariat shall maintain an archive of all such dispute resolution reports.

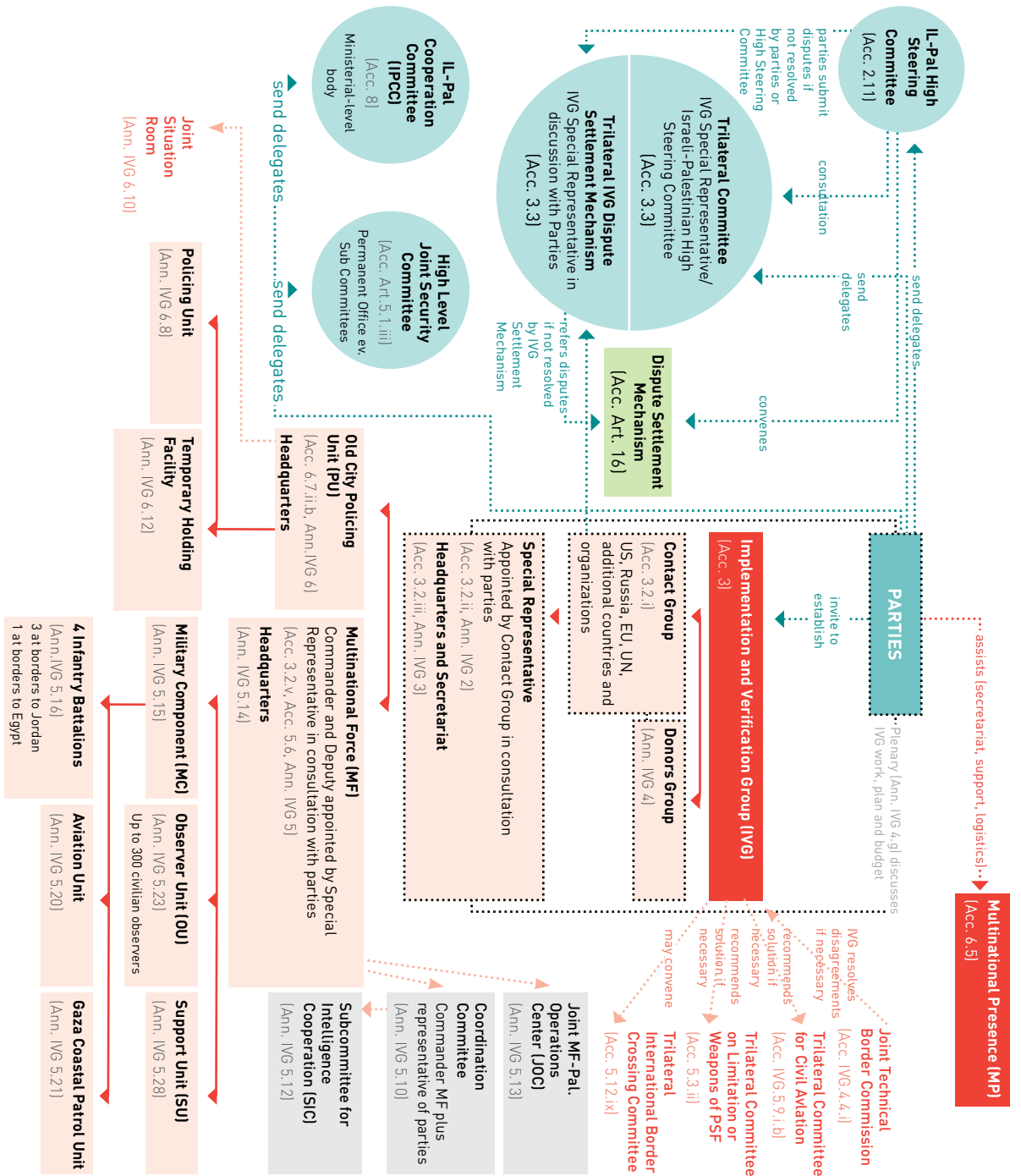
8. Identification

1. The IVG will have an emblem and a flag, as coordinated with the Parties. Specific organs and bodies of the IVG may have an additional identifying emblem and/or uniforms, if required.
2. IVG personnel will carry an IVG identification card, in English, Arabic and Hebrew, to be issued by the IVG, in accordance with modalities to be developed by the Special Representative with the Parties.
3. IVG vehicles will bear an IVG license plate, to be issued by the IVG, in accordance with modalities to be developed by the Special Representative with the Parties.

9. Training and Orientation

1. The IVG shall develop detailed training and orientation courses and materials for the various elements of the IVG, including those courses detailed above, to ensure that all IVG personnel commence their activities in the region with a good understanding of the realities and sensitivities of the situation and their role and position therein.

Organization Chart IVG



02

West Bank-Gaza Corridor

- Background and Objectives
- Sovereignty and Administration
- Governing Law and Jurisdiction
- Route and Physical Structure
- Infrastructure
- Security
- Financing

1.

Background and Objectives

The objective of this annex is to specify the principles and procedures for the establishment and operation of a corridor which will link the West Bank and the Gaza Strip (hereinafter: "the corridor"), in accordance with Section 4(6) of the Geneva Accord.

2.

Sovereignty and Administration

1. The corridor will be under Israeli sovereignty.
2. The corridor will be under Palestinian administration.

3.

Governing Law and Jurisdiction

1. Palestinian law will determine the administration and use of the corridor, and will apply to all persons, vehicles and utilities using it.
2. Palestinian courts will have preferential jurisdiction over breaches of law taking place within the corridor.

4.

Route and Physical Structure

1. The corridor will run between the West Bank and the Gaza Strip.
2. The exact route of the corridor will be determined by Israel in consultation with the Palestinian authorities, according to, inter alia, topographic, environmental, climatic, security and planning considerations, while trying to find the shortest route possible.
3. The corridor's roadway will be lower than ground level.
4. In certain places the corridor's roadway will be covered, or will turn into a tunnel, in order to allow passage of vehicles, persons and animals across the corridor. Alternatively, an upper bridge will be built for these purposes.

5. Several emergency interchanges will be built along the corridor's route. These interchanges will be normally closed to traffic, and will only be opened for security, safety or emergency reasons, and in coordination with both sides.
6. The corridor will be wide enough to allow for a two-lane highway to each direction, as well as for railway and other infrastructure lines, and high enough for any vehicle to pass through in accordance with international standards.
7. In determining the route of the corridor, its curves, inclines, etc., the infrastructure facilities planned to be built in the corridor must be taken into account.

5. Infrastructure

1. The Palestinian Government may establish along the corridor underground infrastructure facilities linking the West Bank and the Gaza Strip, including, inter alia:
 - a. High voltage lines
 - b. Fuel pipe
 - c. Water Pipe
 - d. Communication cables (including data communication)
2. The Palestinian Government may construct a railway line along the corridor.

6. Security

1. No individual will enter or exit the corridor except through the designated entry/exit points at the Gaza Strip and the West Bank; in case of emergency, exit may also be permitted through the emergency interchanges.
2. A security system will be established along the corridor. This system will include:
 - a. A barrier along the corridor.
 - b. Closed-circuit television cameras and other electronic surveillance equipment.
 - c. An Israeli security force which will be located outside the corridor and will be responsible for securing its route.
 - d. A Palestinian security force which will be responsible for law enforcement inside the corridor.
3. Entrances and exits into/from the corridor will be under the exclusive responsibility of the Palestinian State.

4. Each Party will establish an operations room, which will receive data from the surveillance systems established along the corridor. The monitoring rooms of both sides will communicate with each other on a regular basis.
5. No weapons transportation will be allowed through the corridor, unless explicitly agreed upon by both sides. Weapons approved for transportation will be transported in electronically locked containers, whose location and status (open/closed) will be monitored by the Israeli operations room.
6. The Palestinian police forces will be allowed to carry handguns in the corridor.
7. The corridor will be permanently open, and may be closed only when the Palestinian Government desires to and when the IVG approves its closure upon the request of Israel.

7. Financing

1. The international community will raise funds for the construction of the corridor.
2. The Palestinian government will bear the costs of the maintenance and operation of the corridor.

03

Security

- Withdrawal of Israeli Military Forces and Transfer of Responsibility
- Early Warning Stations
- Defense Characteristics of the Palestinian State
- Airspace
- International Border Crossings
- Border Control
- Coordination and Cooperation on Security Matters
- Regional Security
- Implementation Timetable

1.

Withdrawal of Israeli Military Forces and Transfer of Responsibility

1. Israel shall complete withdrawal of all its military and security personnel and equipment, and all persons employed to support them, and all military installations including minefields laid by Israel, from the territory of the State of Palestine, except as otherwise specified in this annex, not later than 30 months of the entry into force of this agreement.
2. The withdrawal will be implemented in three stages:
 - a. The first stage will include the northern part of the West Bank as delineated by line A set on Map 1. This stage will be implemented not later than 9 months of the entry into force of this agreement.
 - b. The second stage will include all the areas set by line B on Map 1. This stage will be implemented not later than 20 months of the entry into force of this agreement.
 - c. The third stage will include the remaining territory of the State of Palestine and will be implemented not later than 30 months of the entry into force of this agreement.
3. Israel will maintain for an additional 36 months a deployment of one mechanized infantry battalion in the Jordan Valley under the authority of the MF. The battalion will be stationed at a camp agreed upon by the Parties and the MF.
4. The main elements of the battalion will consist of:
 - a. 800 troops with their personal weapons.
 - b. 60 armored personnel carriers.
 - c. 6 mortars.
 - d. 50 anti-tank missile launchers and 100 anti-tank rocket launchers.
5. The battalion will not operate outside its camp.
6. Movements of personnel and equipment from/to Israel and the battalion deployment camp will be coordinated with the Palestinian police through the MF command post. Any such movement will be escorted by the MF. The movement will be through route 90 only.
7. The Israeli battalion will be subject to the MF SOFA as stipulated in the IVG Annex.
8. The IVG shall facilitate, monitor and verify the execution of the withdrawal stages.
9. Israel will notify the IVG and the Palestinian police at least two weeks before of its intention to withdraw from every sub-area. The IVG will convene a joint coordination meeting with the IDF and the Palestinian police, and will deploy observers to monitor Israeli withdrawal and transfer of responsibility to Palestinian security forces.
10. In each phase of withdrawal the Palestinian security forces will prevent any attempt of armed elements operating from Palestinian territory to interfere from the areas under its responsibility with the Israeli withdrawal.

11. The Palestinian security forces will enable the withdrawing forces to use roads in the areas that were already transferred to its responsibility in order to facilitate the Israeli withdrawal. These movements will be coordinated with the Palestinian security forces and will be monitored by IVG observers.

2. Early Warning Stations

1. Israel may maintain two Early Warning stations in Baal Hatsor / Jabal el-'Asur and Eval Mountain / Jabal 'Íbal for the purpose of operating passive and active electronic and optical monitoring equipment. The land of the two EWS as delineated by existing fence will be operated by Israel and will be under the Palestinian sovereignty, as detailed in map 2.
2. Baal Hatsor / Jabal el-'Asur site will be staffed by up to 150 operators and protected by 50 guards, including all shifts.
3. Eval mountain / Jabal 'Íbal site will be staffed by up to 50 operators and protected by 50 guards. The guards and the other personnel will be allowed to carry personal weapons, including all shifts.
4. The MF will deploy to each site an infantry company that will be responsible for perimeter security of each EWS. The internal security in each site will be the responsibility of Israel.
5. Access of personnel, supplies and equipment to each site will be guaranteed and escorted by the MF. The MF will coordinate with the two Parties a fixed day each week in which most of the movement of personnel and equipment from/ to the sites will take place. Other special movements will be coordinated with the MF at least three days before their scheduled timing. The MF will notify the Palestinian Police of these movements. While moving to/from the EWS the Israeli personnel will be subject to the MF SOFA.
6. The MF shall monitor and verify that each EWS is being used only for operating the above specified equipment.
7. In each EWS there will be a liaison office of the MF and a Liaison office of the Palestinian Police. These offices will be manned 24 hours a day by up to 3 persons in each office.
8. The arrangements set forth in this Article shall be subject to review in ten years, with any changes to be mutually agreed. Thereafter, there will be five-yearly reviews whereby the arrangements set forth in this Article may be extended by mutual consent.
9. If at any point during the period specified above a regional security regime is established, then the IVG may request that the Parties review whether to continue or revise operational uses for the EWS in light of these developments. Any such change will require the mutual consent of the Parties.

3. Defense Characteristics of the Palestinian State

1. Palestine shall be a non-militarized state, with no armed forces other than a strong security force, including police forces, marine police, gendarmerie type forces, internal security organs, intelligence organizations and border security forces.
2. The Multinational Force (MF) shall protect the territorial integrity of the State of Palestine and serve as a deterrent against external attacks.
3. The following categories of weapons will not be allowed to be purchased, owned, used or manufactured by anyone in Palestine:
 - a. Tanks
 - b. Armored vehicles other than up to 400 wheeled armored vehicles that will be used by the Palestinian Security Force (PSF) and equipped only with the weapons allowed to be carried by the Palestinian security force.
 - c. Rockets
 - d. Guided missiles
 - e. Anti-aircraft weapons
 - f. Anti-ship weapons
 - g. Artillery systems
 - h. Mortars
 - i. Mines
 - j. Machine guns above 7.62 mm caliber.
 - k. Laser weapons or other radiating weapons.
 - l. Combat aircraft, combat helicopters and UAVs
 - m. Armed naval vessels other than light boats (up to 25 tons) armed with light weapons up to 7.62 mm machine-guns.
 - n. Weapons of mass destruction (WMD).
4. Anti-armor weapons, explosives and grenades of the PSF will be kept under MF's storage control and will only be used with the MF's permission.
5. Arrangements will be established by the IVG for the peaceful use of explosives in quarries. These arrangements will prevent other uses of the explosives. The implementation of these arrangements will be monitored by the IVG.
6. Any proposed changes to this Annex shall be considered by a Coordination Committee (CC) composed of the two Parties and the MF. If no agreement is reached in the CC, the IVG may make its own recommendations.
7. No individuals or organizations in Palestine other than the PSF, the organs of the IVG, including the MF and the EWS, may purchase, possess, carry or use weapons except as provided by Palestinian law.
8. The MF shall monitor and verify compliance with this article. The MF will keep a registry of all weapons imported to Palestine or manufactured in Palestine. The PSF will notify the MF about any purchase, manufacture or import of weapons in Palestine. The MF will perform scheduled and challenge inspections in Palestinian security installations to verify that the limitations on weaponry are maintained.

9. No armed militias will be allowed in Palestine. Political movements and organizations will not be allowed to purchase, possess, carry or use weapons.
10. The PSF mission includes preventing destabilization and upholding the integrity of and respect for the State of Palestine and shall:
 - a. Maintain border control;
 - b. Maintain law-and-order and perform police functions;
 - c. Perform information gathering and security functions;
 - d. Prevent any act of violence;
 - e. Conduct rescue and emergency missions; and
 - f. Supplement essential community services when necessary.

4. Airspace

1. Civil Aviation
 - a. The Parties recognize as applicable to each other the rights, privileges and obligations provided for by the multilateral aviation agreements to which they are both party, particularly by the 1944 Convention on International Civil Aviation (The Chicago Convention) and the 1944 International Air Services Transit Agreement.
 - b. In addition, the Parties shall, upon entry into force of this Agreement, establish a trilateral committee composed of the two Parties and the IVG to design the most efficient management system for civil aviation, including those relevant aspects of the air traffic control system and air corridors used by civil aviation. In the absence of consensus the IVG may make its own recommendations.
2. Training
 - a. The Israeli Air Force shall be entitled to use the Palestinian sovereign airspace for training purposes according to the following rules:
 - i. There will be no training flights on Moslem and Christian holidays and on Fridays.
 - ii. Training flights will be carried out at an altitude higher than 8,000 feet above ground.
 - iii. Training flights will not cross air corridors used by civil aviation.
 - b. The IVG shall monitor and verify compliance with this clause. Either Party may submit a complaint to the IVG whose decision shall be conclusive.
3. Palestine will get for its airline the same rights of flight in corridors over Israel that the Jordanian airlines gets. And the Israeli airlines will get reciprocal rights of flight in corridors over Palestine.
4. The arrangements set forth in this clause shall be subject to review every ten years, and may be altered or terminated by the agreement of both Parties.

5. International Border Crossings

1. The following arrangements shall apply to border crossings between the State of Palestine and Jordan, the state of Palestine and Egypt, as well as airport and seaport entry points to the state of Palestine.
2. All border crossings shall be monitored by joint teams composed of members of the PSF and the MF equipped with modern imagery and detection equipment. These teams shall prevent the entry into Palestine of any weapons, materials or equipment that is in contravention of the provisions of this Agreement.
3. The MF representatives and the PSF will have, jointly and separately, the authority to block the entry into Palestine of any such items. If at any time a disagreement regarding the entrance of goods or materials arises between the PSF and the MF representatives, the PSF may bring the matter to the IVG, whose binding conclusions shall be rendered within 24 hours.
4. This arrangement shall be reviewed by the IVG after 5 years to determine its continuation, modification or termination. Thereafter, the Palestinian party may request such a review on an annual basis.
5. In all passenger terminals, for thirty months starting at the date of transfer of the crossing to Palestinian control, Israel may maintain an unseen presence in a designated on-site facility, to be staffed by members of the MF and up to 12 Israelis in each terminal, utilizing remote control TV cameras that will cover the area of the security and customs inspections and the border control area. The Israeli-MF group will have a direct communication link to the PSF and MF joint teams to be used to request that the MF-PSF conduct further inspections and take appropriate action when the Israeli team suspects that there may be a breach in the inspections and/or entrance of goods or materials in contravention of the provisions of this agreement is allowed. These goods or materials will not be allowed to pass until these further inspections and appropriate actions take place. The MF will be responsible for assuring and securing access of the Israeli teams through the Palestinian territory to the designated on-site facility.
6. For the following two years, these arrangements will continue in a specially designated facility located in the offices of the Israeli Airports Authority in Ben Gurion Airport, utilizing remote control video cameras and an appropriate direct communication link. This shall not cause delays beyond the procedures outlined in this clause.
7. In cargo terminals, for thirty months, Israel may maintain an unseen presence in a designated on-site facility, to be staffed by members of the MF and Israelis, utilizing remote control video cameras that will cover the area of inspection of the goods and a direct communication link to the MF-PSF team. The Israeli side may request that the MF-PSF conduct further inspections and take appropriate action. If the Israeli side is not satisfied by the MF-PSF action, it may demand that the cargo be detained pending a decision by an MF inspector. The MF inspector's decision shall be binding and final, and shall be rendered within 12 hours of the Israeli complaint.

8. For the following three years, these arrangements will continue from a specially designated facility in Ashdod port, utilizing remote control video cameras and a direct communication link. This shall not cause delays beyond the timelines outlined in this clause.
9. A high level trilateral committee composed of representatives of Palestine, Israel, and the IVG shall meet regularly to monitor the application of these procedures and correct any irregularities, and may be convened on request.

6. Border Control

1. No persons or goods will be allowed to cross the borders of Palestine other than through regulated border crossings that are inspected by the joint PSF-MF teams unless specified otherwise in the agreement and its annexes.
2. The PSF will deploy appropriate forces to maintain control of the border between Palestine and Jordan and the border between Palestine and Egypt, and it will act against any attempt to smuggle persons and goods, whether through the international border crossings or through the border by use of tunnels or other means.
3. The existing security fence in the Jordan Valley will be maintained for this purpose for at least 5 years from the end of the withdrawal of Israeli forces from the territory of the State of Palestine. A similar fence will be built on the border between Palestine and Egypt and maintained for the same period. Israel will deliver to the Palestinian side all the information needed for the operation of the existing security fence.
4. The Quartet members will be called upon to supply the PSF with modern equipment for detection of infiltration including equipment for detection of tunnels.
5. The MF shall monitor and verify the maintenance of border control by the PSF. It will deploy observation posts and perform patrols along the borders for these purposes. The observation posts will use modern detection means that will enable them prompt detection of infiltrations by day and night.
6. When an infiltration will be detected by the MF it will be notified immediately to the PSF. The PSF will send an appropriate force to intercept the infiltrators and prevent the smuggling.

7. Coordination and Cooperation on Security Matters

1. The Parties acknowledge that mutual understanding and co-operation in security-related matters will form a significant part of their bilateral relations and will further enhance regional security. Palestine and Israel shall base their security relations on cooperation, mutual trust, good neighborly relations, and the protection of their joint interests.
2. Palestine and Israel each shall:
 - a. Recognize and respect the other's right to live in peace within secure and recognized boundaries free from the threat or acts of war, terrorism and violence;
 - b. Refrain from the threat or use of force against the territorial integrity or political independence of the other and shall settle all disputes between them by peaceful means;
 - c. Refrain from joining, assisting, promoting or co-operating with any coalition, organization or alliance of a military or security character, the objectives or activities of which include launching aggression or other acts of hostility against the other;
 - d. Refrain from organizing, encouraging, or allowing the formation of irregular forces or armed bands, including mercenaries and militias within their respective territory and prevent their establishment. In this respect, any existing irregular forces or armed bands shall be disbanded and prevented from reforming at any future date;
 - e. Refrain from organizing, assisting, allowing, or participating in acts of violence in or against the other or acquiescing in activities directed toward the commission of such acts.
3. The two Parties shall establish a high level Joint Security Committee (JSC) that shall meet on at least a monthly basis. The JSC shall have a permanent joint office, and may establish such sub-committees as it deems necessary, including sub-committees to immediately resolve localized tensions.
4. The JSC shall establish two Joint District Security Committees (JDSC). One for the West Bank and one for the Gaza strip. Each committee will deal with the daily coordination on security matters in the respective district.
5. A Trilateral Security Committee (TSC) composed of the commander of the MF and senior representatives of the PSF and the IDF will serve as the most senior forum for coordination between the Parties and the MF in relation to the implementation of the security aspects of the agreement. The committee will meet at least twice a year. When one of the Parties calls for a special meeting of the committee, it will be convened within 48 hours. The MF commander will be the chairman of this committee.

6. Direct communication links will be established between the operations centers of the three Parties to deal with emergency situations.
7. The Parties shall take joint and, in their respective territories, unilateral comprehensive and continuous efforts against all aspects of violence and terrorism. These efforts shall include the prevention and preemption of such acts, and the prosecution of their perpetrators.
8. To that end, the Parties shall maintain ongoing consultation, cooperation, and exchange of information between their respective security forces.
9. A Trilateral Security Committee composed of the two Parties and the United States shall be formed to ensure the implementation of the commitments to take continuous and comprehensive efforts against violence and terrorism. The Trilateral Security Committee shall develop comprehensive policies and guidelines to fight terrorism and violence.
10. The Israeli and Palestinian law enforcement agencies shall cooperate in combating illicit drug trafficking, illegal trafficking in archaeological artifacts and objects of arts, cross-border crime, including theft and fraud, organized crime, trafficking in women and minors, counterfeiting, pirate TV and radio stations, and other illegal activity.

8.

Regional Security

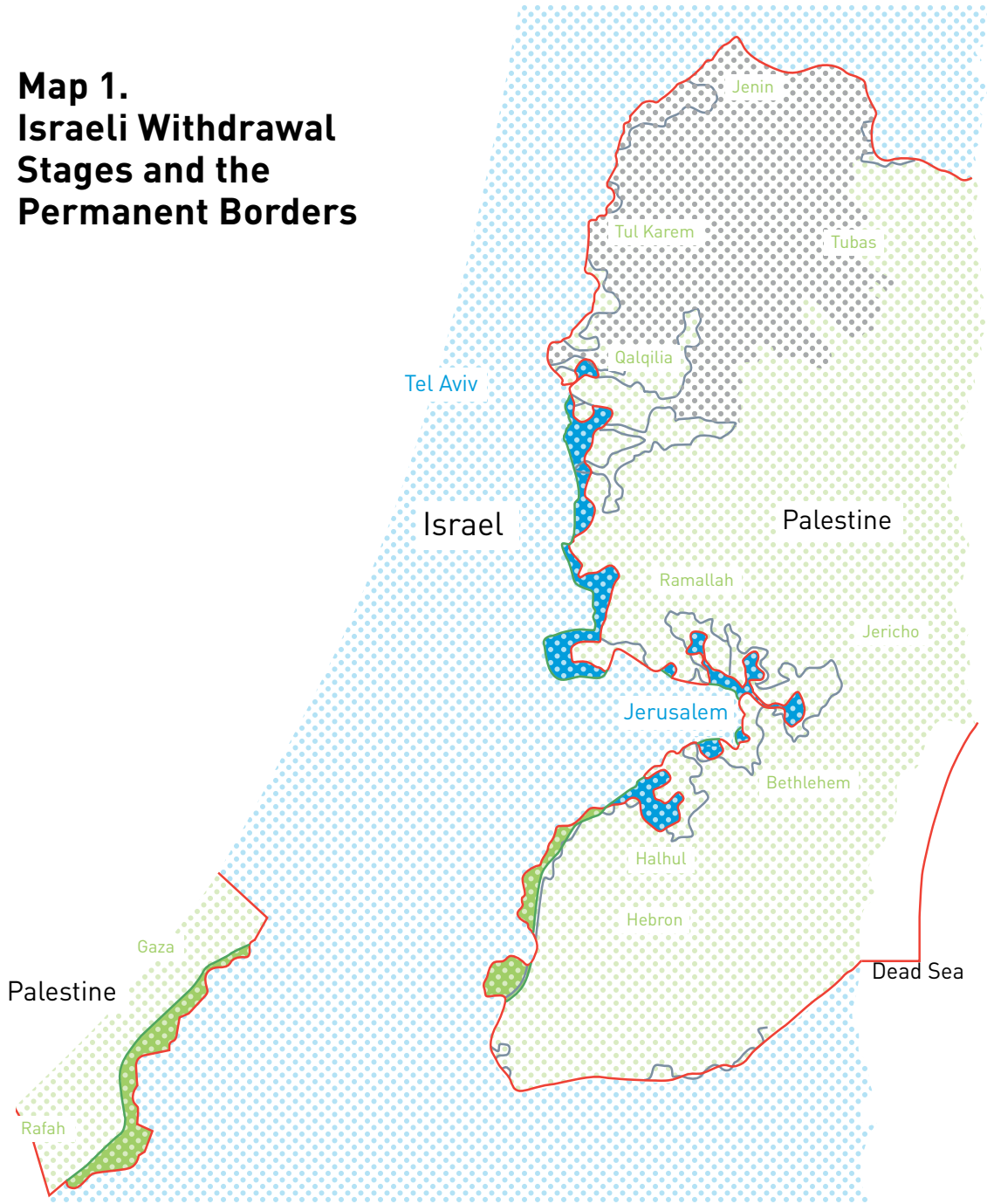
1. Israel and Palestine shall work together with their neighbors and the international community to build a secure and stable Middle East, free from weapons of mass destruction, both conventional and non-conventional, in the context of a comprehensive, lasting, and stable peace, characterized by reconciliation, goodwill, and the renunciation of the use of force.
2. *To this end, the Parties shall work together to establish a regional security regime.*

Appendix

1. Implementation Timetable

1. Up to 3 months from the coming into force of this agreement:
 - a. Establishment of a Joint Security Committee and its permanent joint office.
 - b. Establishment of a Trilateral Security Committee.
 - c. Establishment of a committee to design management system for civil aviation.
 - d. Establishment of a Trilateral Committee with the US on the fight against terrorism and violence.
 - e. Establishment of the Joint Technical Border Commission.
2. Up to 6 months:
 - a. Deployment of the MF HQ.
3. Up to 9 months:
 - a. Demarcation of the border between Israel and Palestine.
 - b. Deployment of first elements of the MF including the OU.
 - c. Completion of the arrangements in the EWSs.
 - d. Israeli stage 1 withdrawal.
 - e. Establishment and deployment of the PU and the joint Situation Room in the Old City.
 - f. Establishment of controlled entry and exit points in the Old City.
 - g. Establishment of Designated Road use arrangements.
 - h. Establishment of access arrangements at the agreed sites of Religious Significance.
4. Up to 20 months:
 - a. Israeli stage 2 withdrawal.
 - b. Full deployment of the MF, including the Small Israeli Military Presence in the Jordan valley.
5. Up to 30 months:
 - a. Establishment of the Gaza-West Bank corridor.
 - b. Full Israeli withdrawal.
 - c. Establishment of border crossings on the Israel-Palestine border.

Map 1. Israeli Withdrawal Stages and the Permanent Borders



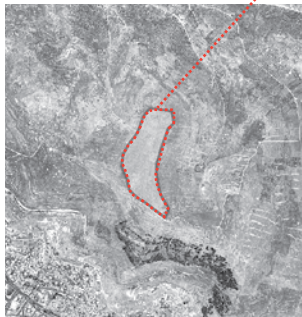
- 1967 Lines (Green Line)
- Withdrawal Phase B
- Withdrawal Phase C (Geneva Borders)
- Withdrawal Phase A (Northern WB)
- Israeli Annexation polygon
- Palestinian Annexation polygon

Map 2. Early Warning Stations



Eval mountain /Jabal 'Íbal

Baal Hatsor /Jabal el-'Asur



04

**The Inter-Religious Council
for Jerusalem**

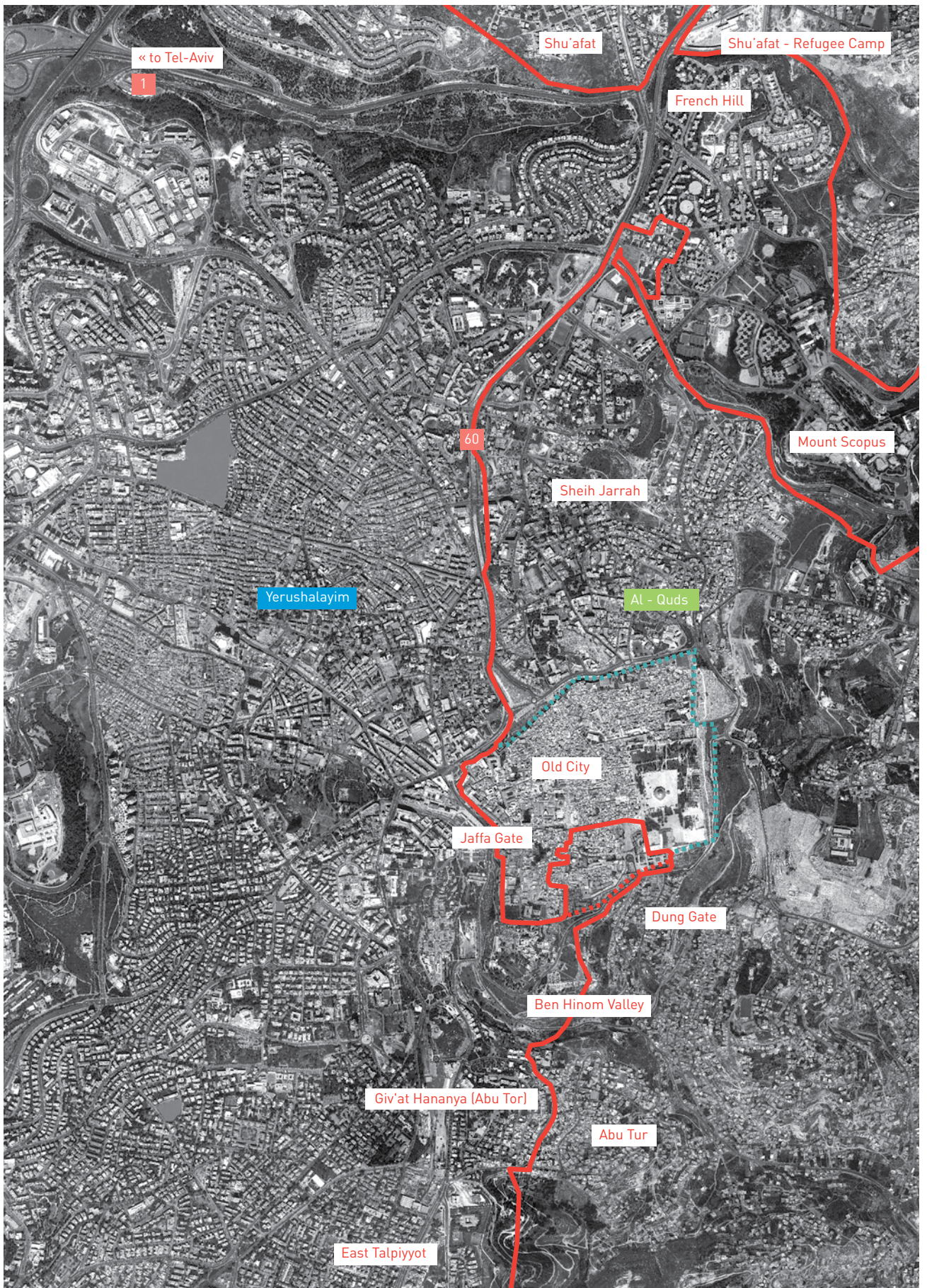
1. The Inter-Religious Council for Jerusalem [hereafter the IRCJ] shall operate within the framework and the spirit of the Geneva Accord.
2. The IRCJ shall advise in issues relating to the protection, preservation and maintenance of the Holy Sites, including heritage preservations, archeological activity, free access for worshipers, and security for visitors. This includes ensuring that any excavation, maintenance, conservation or repairs undertaken in or adjacent to Holy Sites is carried out after consultation with the IRCJ.
3. The IRCJ shall advise the relevant side/s in cases where any form of worship by one community may be perceived by another community as impinging on the sanctity of the site or the rights of other worshippers. In addition, the IRCJ shall take part in finding mechanisms for accommodating rituals and pilgrimages and processions to and from the sites on particular holidays.
4. The IRCJ shall inform the Parties on religious activities, holidays and festivals in the Old City that may affect the adjacent area and what acts need to be undertaken in order to ensure the protection of all religious rights and the preservation of the public order.
5. The IRCJ shall provide advice on training the police and security forces operating in the Old City in general and in the Holy Sites in particular.
6. The IRCJ shall work to build tolerance and trust between religious believers, to pre-empt radicalization, and to respect the three monotheistic faiths in order to develop the Old City as inspirational symbol of faith, spiritual center and religious coexistence. To achieve these goals the IRCJ shall manage close relationships and dialogues with the relevant religious communities and seek to resolve disputes of religious nature. The IRCJ shall give special attention to building peaceful religious coexistence and to resolving religious disputes between residences of the Old City belonging to different denominations.
7. The head of State of each Party shall nominate 10 IRCJ members. An additional member (21st) shall be appointed by UNESCO. IRCJ Membership shall be for a period of five years. Every two and a half years the sides shall rotate in chairing the IRCJ and in the position of its general director.
8. IRCJ recommendations must be approved by a majority of at least 80 percent of its members and with the consent of UNESCO representative in the IRCJ.
9. The Parties shall begin forming the IRCJ upon signing the agreement. The preparatory stage shall not last more then 12 months of the approval of the agreement by each Party's relevant institutions.
10. Each side shall cover 25% of the IRCJ annual budget. Upon signing the agreement, both Parties shall approach UNESCO to assist them by covering 50% of the remaining IRCJ budget.

05

Jerusalem

Urban Challenges and Planning Proposals

- French Hill
- Road 60
- Old City
- Ben Hinom Valley
- Abu Tor



Legend: — 2003 Geneva Accord Line - - - Old city

This annex addresses the planning and design challenges that will arise from the delineation of a border through Jerusalem. It proposes planning, design, and urban strategy measures to ensure the political resolutions are implemented for the benefit of both sides of the city. Each chapter of this annex highlights a different challenge that must be met upon implementation of the border in Jerusalem. Each solution proposed offers a concept that is applicable not only to the specific area, but also to other areas along the border with similar characteristics.

French Hill

A major junction between the two cities

Explores a future transportation scheme for the two sides and proposes the location and outline for a large crossing facility in the area. Focuses on critical Israeli and Palestinian mobility and continuity issues in Northern Jerusalem.

Road 60

A binational road and backbone for infrastructure

Deals with the transformation of a central urban route into a binational road as a border is placed at its center. The chapter offers strategies for integrating security and urban transportation infrastructures to accommodate this shift, and also demonstrates a pedestrian border crossing facility linking the two urban environments.

Old City

Special arrangements for entering the Old City

Deals with the Old City as an area with special arrangements within the context of a final status agreement. The chapter focuses on a pedestrian and vehicle crossings via the gates, accommodating security apparatuses in this sensitive area and balancing the required adaptation with the architectural preservation of the Historic Basin.

Ben Hinom Valley

A green space and historical landscape

Addresses division in an open urban space, and proposes a path for barrier in such areas based on the local topography and existing elements on site.

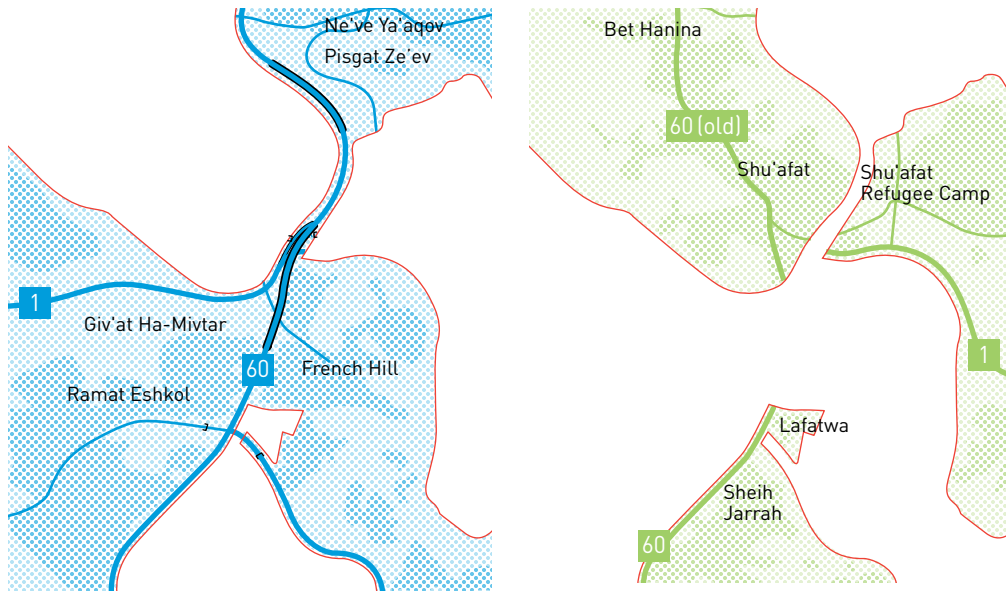
Abu Tor

A mixed, densely built neighborhood

Addresses the challenge of separation within a populated mixed neighborhood. It proposes for a path and a form for a border within the open and built parts of the neighborhood in light of the current local demographic spread, and suggests strategies for implementing separation and connection on the local built typology.

French Hill

A Major Junction Between the Two Cities



Key Planning Challenges

The planning challenges in this area stem from the need to preserve the daily urban routine of the city's residents upon the delineation of the border:

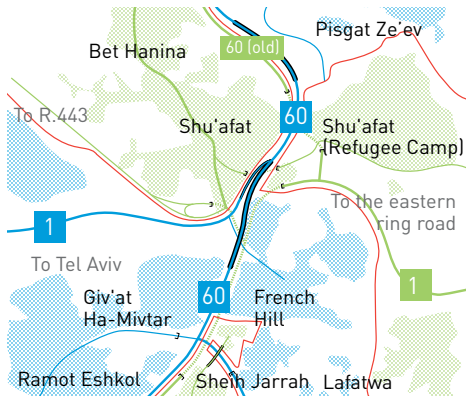
Israeli

- Maintaining a secure and dependable passage between West Jerusalem and Pisgat Ze'ev.
- Maintaining a secure and dependable passage between West Jerusalem and Ma'ale Adummim. Upon a permanent status agreement, the Eshkol Junction will become the only access to the highway to Ma'ale Adummim. This junction also needs to serve the Palestinian need for connection between the neighborhood of Sheih Jarrah and the small neighborhood Lafatwa located north of it.

Palestinian

- Connecting Shu'afat neighborhood and the Shu'afat refugee camp (currently separated by the Israeli road to Pisgat Ze'ev) to the Palestinian territories.
- Connecting Road 1 (the road leading to the Eastern Ring Road highway) to the inner road 60 which leads to Shu'afat and Bet Hanina in the north and the Old City in the south.
- Securing a connection and a dependable Palestinian passage from the area of Shu'afat to the Palestinian urban center in Sheih Jarrah and the Old City area.
- Maintaining the connection and access between the neighborhood of Sheih Jarrah and Lafatwa neighbourhood located north to the Eshkol junction.

Solutions which ensure optimal continuity and mobility for both sides



North of the French Hill Junction, it is proposed to create a Palestinian road based on the existing Eastern road, then, passing under the existing Israeli bridge (new R.60) in a tunnel and then climbing as a bridge adjacent to the West of the Israeli road.

This solution holds a few advantages: First, it creates two separate and independent traffic systems on both sides of the border. In addition, redirecting the majority of the Palestinian traffic to the north (currently passing through Shu'afat Main Street via old R.60), will reduce the congestion in the lively commercial street.

In the French Hill Junction, it is proposed to create a Palestinian tunnel road under the route of the Israeli Road 60 South of the junction. The proposed Palestinian tunnel (under R.60) will have two exit points at its northern end: one to the Palestinian Road 1 (heading to the East), and the other in the empty space on the North-East corner of the junction (heading North-East), enabling a future connection to road 443.

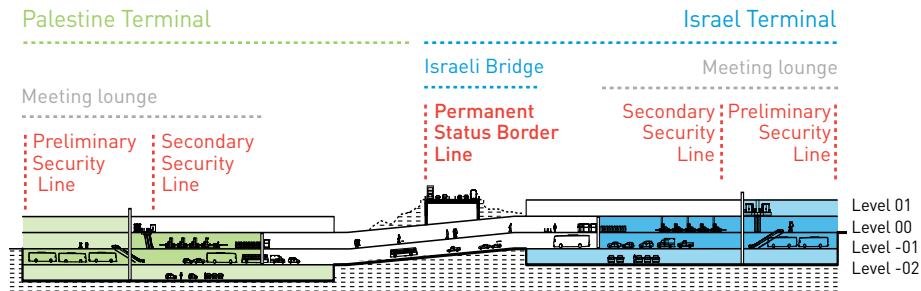
This solution will redirect the majority of the Palestinian traffic to the north (currently passing through Shu'afat Main Street via old R.60) and reduce the congestion in the lively commercial street. Also, the future connection to road 443 will enhance the Palestinian continuity and mobility in the area.

In the Eshkol Junction, the proposed Palestinian tunnel road under the Israeli Road 60, will start at its south end at Shieh Jarrah south of the Ramot Eshkol Junction. The junction itself will serve Israeli traffic only. In order to link Lafatwa with Shieh Jarrah a bridge will be erected for local use by the neighborhood's residents.

This solution secures a safe and efficient Israeli access to Ma'ale Adummim. As it will serve Israeli traffic, the only route to Ma'ale Adummim will remain as a clear artery leading to the enclave.

Recommended Location for the Border Crossing Facility (Shu'afat & French Hill Junction)

Section Through the Crossing Facility



The Shu'afat & French Hill Junction provides the best solution in terms of facilitating an interstate cross-border terminal. Firstly, its location- at the intersection of main Israeli and Palestinian inter-city roads allows easy access from both sides of the border and both from within and outside Jerusalem. It therefore has potential to serve not only as a pedestrian crossing, but also as a crossing for vehicles, tourists and buses. Secondly, as the site is located in adjacency to the route of the binational Road 60, this crossing facility will adequately serve the needs of Al-Quds residents commuting daily to work in Yerushalayim. Thirdly, the proximity of the site to the light rail station will link it to local transportation systems and commuting routes. Lastly, this option holds great potential at the urban scale. The facility can function not only as a crossing terminal, but also as a major urban joint between Yerushalayim and Al-Quds.

The proposed border crossing facility can also accommodate other public uses on both sides such as: commercial spaces, green and open spaces, and a meeting and conference hall for cross border cooperation. The facility can thus hold an important role in the urban life along and across the border and become an urban joint between Yerushalayim and Al-Quds.

The basic principle behind the section is the creation of two separate mirrored terminals, one on either side of the border. Each terminal is easily accessible via public transport and any other means of transport, and provides a large public space functioning both as the entrance to the terminal and as a market/commercial space.

As a crossing facility between two independent sovereignties, the terminal will have to accommodate two separate border control inspection sections - one for each side. Every passenger will thus be inspected twice: upon leaving the country he came from, and upon entering the other. The double procedure is the main principal of the plan: two separate facilities attached into one at the passage between one border control to the other to form an international terminal.

In order to assist and encourage cross border cooperation, an intermediate space was planned as well. The "Meeting lounge" - a meeting and conference complex within the crossing facility - does not require the meeting parties to undergo the complete inspection, as they do not cross the border.

Road 60

A binational road and backbone for infrastructure

Road 60 (also commonly referred to as Municipal Road No. 1) is one of the most interesting entities in Jerusalem. Its path was the route of the "Green Line" between 1949 and 1967, and the road is still known as "**the Glass Wall**", marking an invisible border between the Western and the Eastern parts of the city. The road functions as a main route and serves both sides of the city, and is perhaps in this respect the only road in Jerusalem of its type. In light of this, its function upon division is of crucial importance.

It is proposed to transform the road into a binational one. The challenges this shift raises are explored here to include: **the nature of the altered road, the border crossings along it, and the physical attributes of the barrier at its center.**

Urban Setting

Road 60 is situated at the center of the seam zone along the 1967 Green Line, and acts as a natural divider between East and West Jerusalem. [Upon delineation of the border, the road will become the edge of Yerushalayim \(West Jerusalem\), and is expected to continue to function in the same way for Israeli users.](#) Currently, it serves both as an inner and inter city road. It connects the Northern neighborhoods to the city center and to Southern Jerusalem as well as serving those vehicles entering Jerusalem from the North-West (Modi'in and Tel-Aviv) and the East (Jordan Valley and Ma'ale Adummim). The road is additionally used as a North-South connection between the Gush-Ezyon settlements in the South, as well as the Northern settlements near Ramallah.

For the Palestinian side, Road 60's role will be very important upon implementation of the border. The road is currently the only continuous connection between Ramallah and Al-Quds (East Jerusalem) as well as one of the main roads leading to the Old City area. Although Al-Quds can be accessed from the East, [this road creates a continuous path from Ramallah to the larger metropolitan area of East Jerusalem. Road 60 could thus play a key role in the Palestinian capital.](#)

Key Planning Challenges

Road 60 will play a different role for each side, after a final status agreement, as it does today. The challenges addressed in this chapter center on preserving and enhancing its role for each side, yet also include:

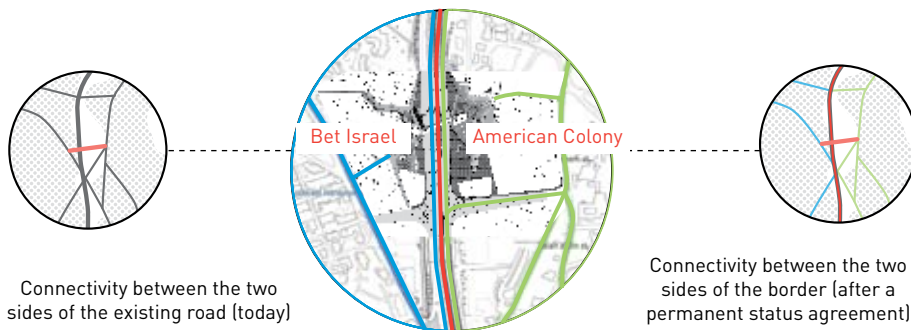
- [Creating a binational road which will enable adequate use and access for both sides according to their different needs.](#)
- Connecting the transport, infrastructure and border facilities along the road to the surrounding urban areas and enhancing their role within it.
- Establishing foundations for the road to function as a backbone for infrastructure on both sides.

Road 60 From One System to Two



The proposal centers on the transformation of Road 60 into a bi-national road along an agreed borderline. This means transforming a road currently used by both sides into two independent ones running parallel to each other, each supporting the required transport infrastructure along it.

Separation and Connectivity Via the Border Crossing Facility

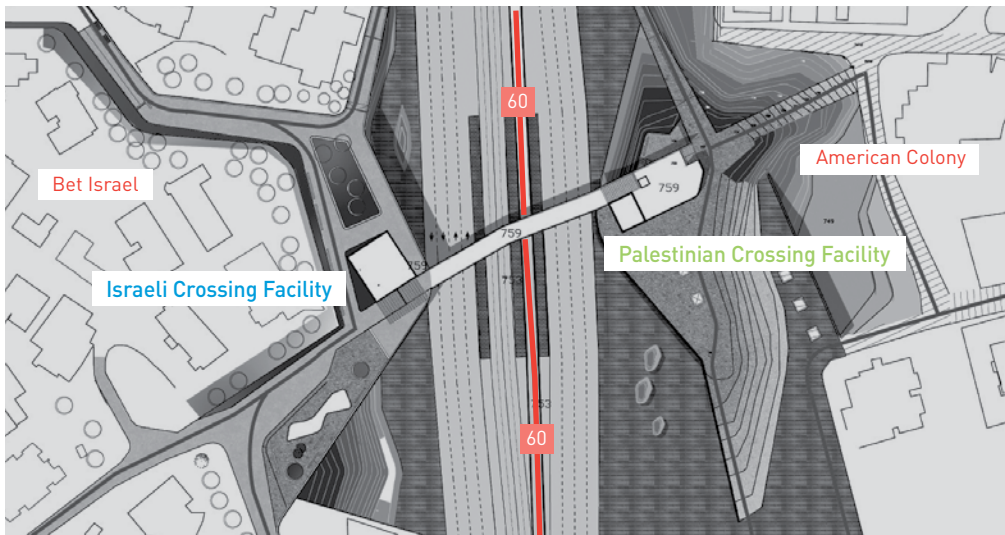


It is proposed that a pedestrian crossing facility be located along the road that will serve as a link between the two city centers.

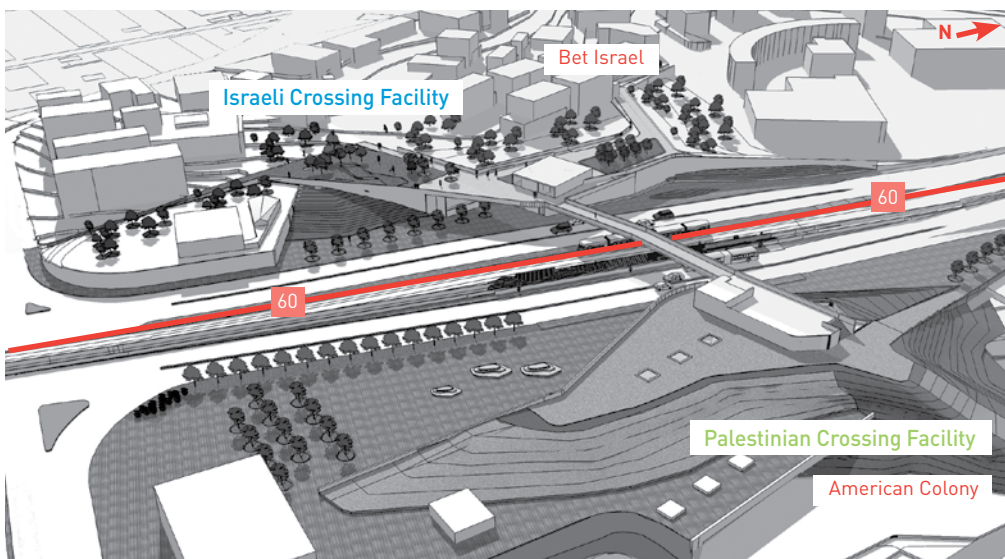
The optimal location is the American Colony Junction and it has a few advantages: firstly, it has sufficient available land for accommodating the crossing facilities. Secondly, it is centrally situated in the context of the Palestinian city center and can greatly contribute to benefit local commerce and tourism. Thirdly, it creates a hitherto non-existent link between the two sides of the city which can serve Jerusalemites and tourists alike.

The creation of the new connecting path via the bridge (see diagrams above) makes both city centers accessible to tourists or residents of either side.

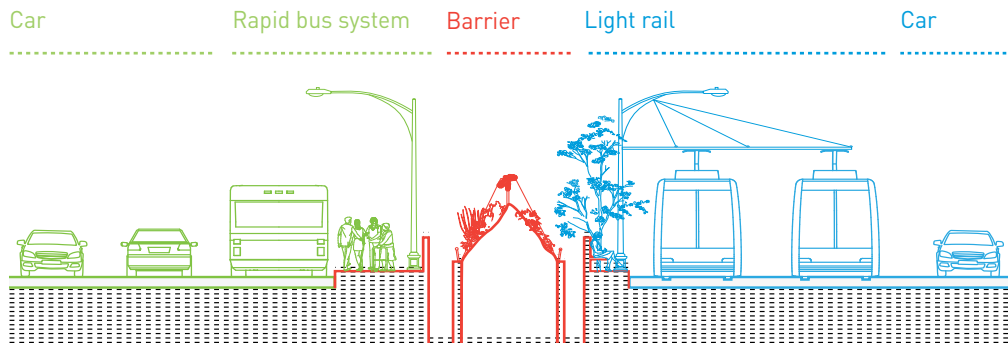
Proposed Border Crossing Facility (plan)



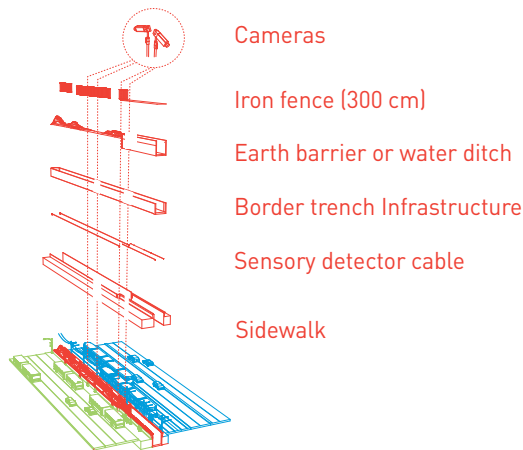
Proposed Border Crossing Facility (perspective view)



Physical Attributes of the Border



Incorporating Security Measures into the Barrier



It is important to balance the security requirements with the appearance of the obstacle, and to minimize its intimidation factor as much as possible. It is proposed here to use a separating fence at the center of the road. Electronic detection technologies will provide a warning and tracking

system free from a negative and intimidating appearance. Also, the obstacle itself will be formed by a combination of a ditch, Iron fence and greenery elements. This will assist the development of the seam area as a lively and mutual urban backbone, rather than further thickening the existing “glass wall”.

Old City

Special arrangements for entering the Old City

General border regime arrangements

The Geneva Accord specifies that the gates of the Old City will not be used as crossing points for Israelis and Palestinians wishing to enter the territory of the neighboring country. Thus, Israelis and Palestinians will not be permitted to exit the other side via the Old City, and will need to do so using alternative crossings (i.e. American Colony, French Hill etc.).

The role of the two facilities proposed here is therefore to ensure security within the Old City as well as to control the exit from it towards West and East Jerusalem. The development of two parallel Palestinian gates should complete this requirement to ensure the same arrangements are implemented in all Old City gates.

The two Israeli gates will act as complementary crossing facilities, serving together those entering or exiting West Jerusalem according to the following:

Jaffa Gate - As an international gate in its nature, situated near the intersection of all Old City quarters, and directly linked to the Western City - the gate is planned to provide access for pedestrians and vehicles.

Dung Gate - As it provides direct access to the Jewish Quarter, the Western Wall, the Temple Mount / Al-Haram al-Sharif and their surrounding functions - the gate is planned to provide an additional access for pedestrians who wish to visit these sites whilst arriving from the Western City.

Urban setting

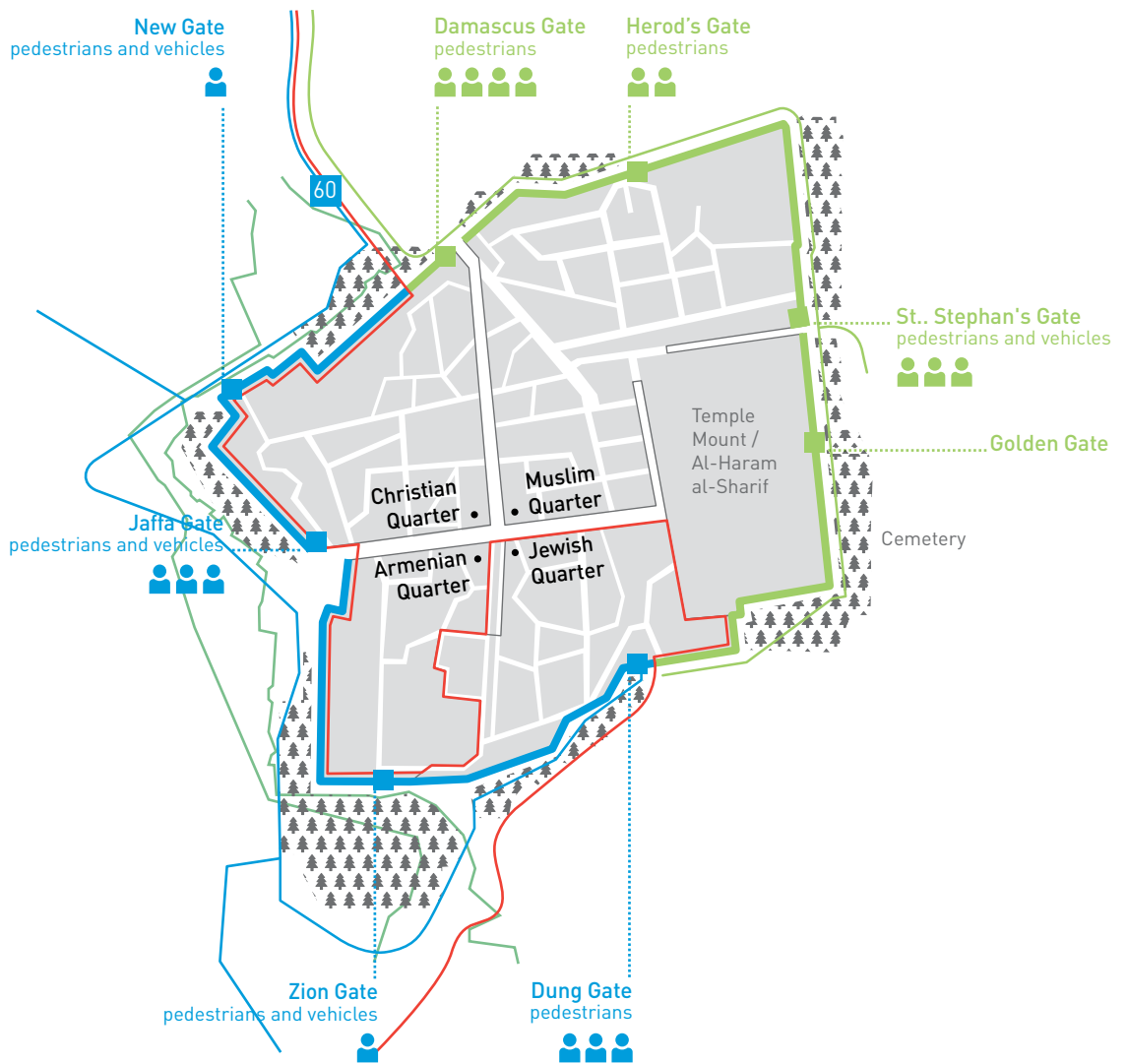
The Old City is located at the center of Jerusalem. It thus holds the potential to become a significant joint in any future permanent status agreement. The model proposed here recommends that the Old City not be physically divided between West and East Jerusalem. Instead, the Old City would become a special entity situated between the two sovereign states, with unique border crossing arrangements and facilities.

Key planning challenges

The challenge in the Old City case is to induce a successful and mutually beneficial urban atmosphere, whilst sensitively situating and integrating the security aspects of the special arrangements in the Historic Basin. More specifically, this includes:

1. Preserving the role of the Old City as a connection between the two sides, and developing it as a major cultural intersection between the two future capitals.
2. Ensuring accessibility to the holy sites for members of all three religions.
3. Locating and integrating the proposed border apparatus into the landscape of this historical and religious space with minimal interference to its appearance and character.

Old City gates - upon the delineation of a permanent status agreement



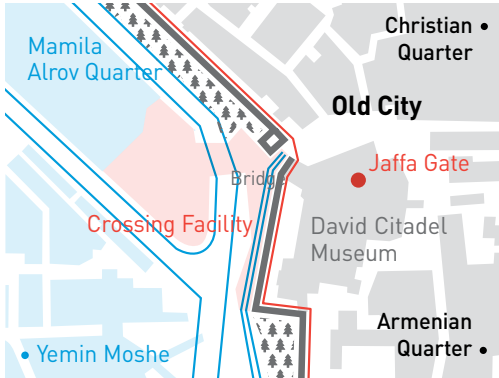
— 2003 Geneva Accord line
 — 1967 line
 — Road

■ Israeli
 ■ Palestinian
 🌲 Green space

👤👤👤👤 1000 - 2000 passengers p/h
 👤👤👤 750 - 1000 passengers p/h
 👤👤 500 - 750 passengers p/h
 👤 100 - 500 passengers p/h

Jaffa Gate

Pedestrian and vehicle crossing facility



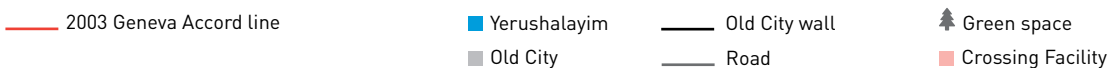
Jaffa Gate is the main gate serving the Israeli population due to its location on the Western side of the Old City. The gate's area functions as a bridge between cultures, religions and nations. It is situated very near to the point where all Old City quarters meet, and represents a significant urban site for all visitors to the Old City.

The question of movement in and out of the Old City demands an efficient, secure and spatially respectful scheme of operation and design of facilities. Such a plan should blend naturally with the local surrounding, with minimal disruption to the flow of goods and people, whether they are Old City residents, Israelis or Palestinians, pilgrims or tourists. This chapter proposes the location of a crossing facility in the immediate vicinity of the Jaffa Gate - The Karta complex - also known as the Mamila-Alrov Quarter.

Overview of site and crossing facilities and movement arrangements

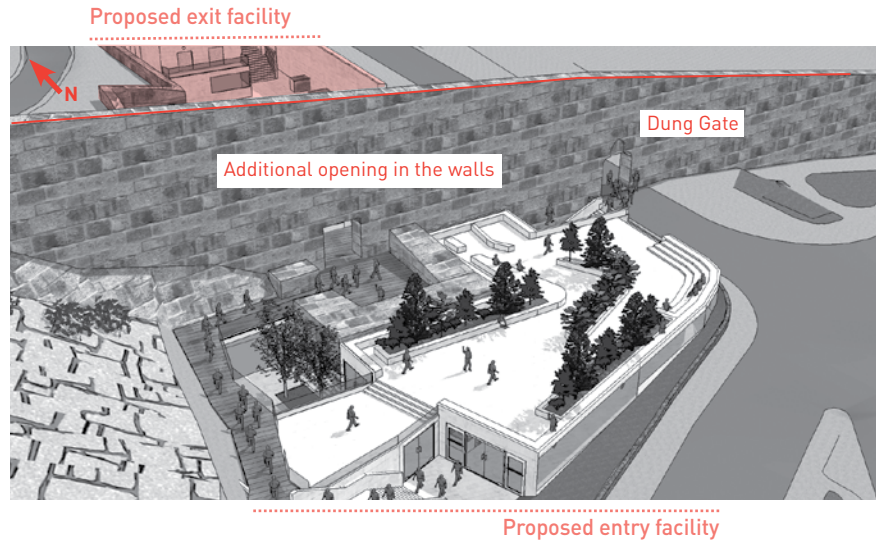
The upper section of the Karta parking lot is a long arcade with shops on both sides (known as the Mamila - Alrov Quarter). It is proposed to use the Southern part of the Mamila arcade for locating the crossing facility. The location of the facility will allow people shopping in the arcade to cross directly into the Old City and will maintain the established links between West Jerusalem and the Old City. The entrance and exit facilities will be separate, and each will occupy a different level of the existing complex.

The movement through the facility will be on two separate levels. The entrance to the Old City will be possible only via the upper level (the arcade's roof) accessed by a bridge, stairs or an elevator, which will need to be added. The lower level of the arcade will be used to monitor those exiting the Old City. Special permit holders (residents of the Old City, daily workers etc.) will be streamlined, and will not need to undergo the full security check. Vehicles will enter as they do today and will be checked upon entrance to the Old City via the ramp.



Dung Gate

Pedestrian border crossing facility



Dung Gate has limited space around it. To the West, approximately thirty meters from the gate, there is a narrow opening in the wall. In light of the limited space available, this opening assists the development of a facility as it reduces the need to rely on the Gate opening alone. In addition, the area around the gate holds great potential for future development into which the crossing facility could be incorporated. The slopes leading from Zion Gate area to Dung Gate contain interesting archeological remains outside the walls, as well as a trail with remarkable scenery on the inside. These limit the ability to develop the crossing outside the gate area, yet hold the potential for the gate to become a tourist departure point to the historic assets of the area in addition to fulfilling the security requirements as a crossing facility.

A crossing facility could be situated either in the open space just outside the gate, or in the ancient market plaza located just inside the Old City walls. The facility proposed here for monitoring entry and exit of pedestrian passengers uses both the outer and inner spaces to this end. The entrance facility will be situated in the outer part of the walls, and the exit facility will be situated in their inner part (the market plaza). To the West, approximately thirty meters from the gate, the narrow opening in the wall, is suggested to form part of the border crossing facility to monitor pedestrians exiting the Old City.

Pedestrians entering through Dung Gate will do so after going through a security check and passport control procedure in the entrance facility. They will then be permitted to enter the gate and access the Jewish Quarter and the Western Wall. Exiting passengers will approach the exit facility from within the Old City. Designated lanes will be provided for special permit holders, as well as lanes allowing for tourists to cross into Palestine.

Ben Hinom Valley

A green space and historical landscape

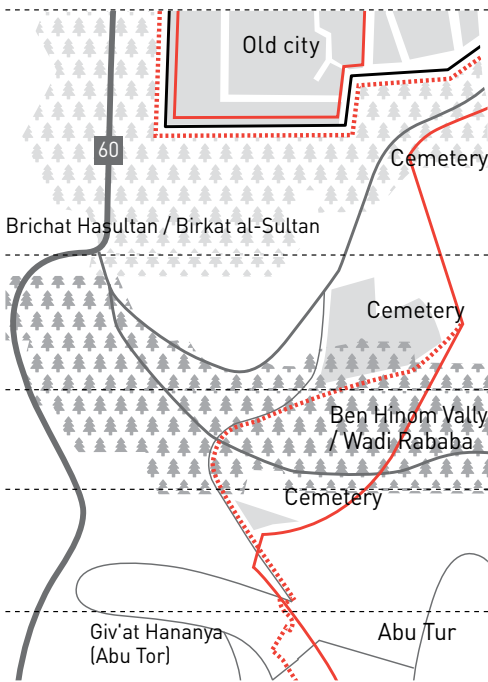
Urban setting

Ben-Hinom Valley is located between the Old City in the north and Abu Tor and Silwan neighborhoods in the south. The valley is comprised of several parts of disparate nature. Placing the border at its center can accentuate this tendency yet also holds the opportunity of approaching the valley as one unit and managing it as mutually.

Key planning challenges

- **Preserving the valley as a green space** - Both within its boundaries and as part of a chain of open and green spaces along the border.
- **Blending the division barrier in the valley** - The valley can be divided relatively unnoticeably if the natural slope and existing landscape elements are used for doing so. The border and security devices can be merged into the landscape.
- **Maintaining the perceptual and visual wholeness of the valley** - The border can be situated sensitively in order to preserve this unique space.

Proposed border location



Old City (see the Old City chapter for more information about the special arrangements there)

Locating the border path along the existing cemetery wall

locating the border along the existing trail

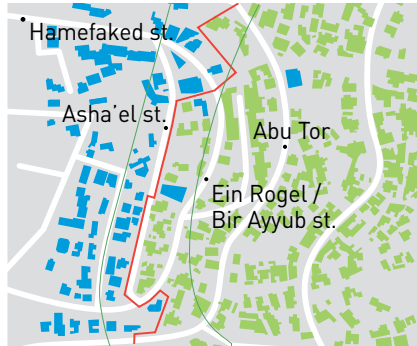
locating the border along the existing cemetery wall and existing stair case

Abu tor neighborhood (see chapter for specific division guidelines)



Abu Tor

A mixed, densely built neighborhood



Urban setting

Abu Tor is situated on a slope descending from the West to the East and is located between Silwan neighborhood (East), the Ben-Hinom Valley/Wadi Rababa (North) and Ha Shalom Forest (south). The former demarcation line (1967 "Green line") has crossed the neighborhood forming a "no man's land" across it. Its removal in 1967 has in turn brought about a Jewish-Arab population mix. Currently, the majority of its western part is Israeli (Giv'at Hananya/Abu Tor) and relatively wealthy, and the majority of its eastern and relatively poor part is Palestinian (Abu Tur).

Key planning challenges

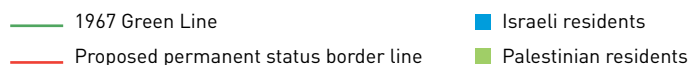
Implementing a border with its various security installations within a populated area poses a unique challenge since it involves private houses and narrow streets rather than public properties or open spaces. A sensitive solution is therefore required in order to minimize the damage to the built environment and the neighborhood ties and routines.

Planning objectives therefore include:

- **Creating a sensible border path**
- **Creating a sensitive form for the barrier**
- **Establishing planning guidelines for implementing separation and creating connections within the neighborhood**

Proposed Route of the Border

The proposed border line is based on the current demographic spread. Although creating traffic and movement difficulties for both sides, it provides nearly full correlation between the suggested line and the current demographic spread. Only about 10 Arab families and 5 Jewish families will need to be relocated.



06

The Multinational Presence in Al-Haram al-Sharif / Temple Mount Compound

- Special Representative
- Donors Group
- Security and Conservation Unit
- Dispute Settlement Mechanism
- Identification
- Training and Orientation

1.

General

1. Purpose and Goal:

The Multinational Presence is established in order to monitor, verify, and assist in the implementation of the Parties' mutual obligations under the Agreement concerning al-Haram al-Sharif/ Temple Mount (Compound).

2. Composition and Structure:

- a. The Multinational Presence shall include:
 - i. Representatives of the member countries and organizations of the IVG.
 - ii. Representatives of the member countries of the Organization of the Islamic Conference (OIC).
- b. The Parties may agree to add to the Multinational Presence additional member countries and/or organizations, both regional and international.
- c. The organs and bodies of the Multinational Presence shall be as follows:
 - i. The Special Representative.
 - ii. The Donors Group.
 - iii. The Security and Conservation Unit.
- d. The Multinational Presence shall establish a Dispute Settlement Mechanism.
- e. The Multinational Presence may decide, with the agreement of the Parties, to establish additional organs and bodies, as it deems necessary for the fulfillment of its tasks.
- f. The Multinational Presence permanent headquarters shall be at al-Haram al-Sharif/ Temple Mount, or close to it.

3. Responsibilities and Functions:

- a. The Multinational Presence shall have the responsibilities and functions set out in the Agreement, including, inter alia, the following:
 - i. Monitor, verify, and assist in the implementation of the agreement.
 - ii. Confirm security and conservation in al-Haram al-Sharif/ Temple Mount.
 - iii. Resolve any problems arising in al-Haram al-Sharif/ Temple Mount.
 - iv. Assure that no digging, excavation, or construction is done on or beneath the Compound, unless approved by the two Parties.
 - v. Assure that regular maintenance and emergency repairs on the Compound shall not contradict the agreement between the Parties.
 - vi. Enable religious worship or decorum on the site and assure that visitors shall be allowed access to the site as long as it does not interfere with religious practices as defined by the Waqf.
- b. Additional responsibilities and functions may be added to the Multinational Presence by the Parties, in a written agreement to be submitted by them to the Special Representative.
- c. The working language of the Multinational Presence shall be English.

4. Expenses and Financing:

- a. The expenses of the Multinational Presence shall be borne by the UN, the OIC, the members of the IVG and the Parties.
- b. The Special Representative, with the assistance of the Parties, the OIC and the members of the IVG, shall establish a Multinational Presence Donors Group (Donors Group), comprised of non-member countries and/or organizations willing to contribute to the success of the Multinational Presence and the Agreement. The expenses of the Multinational Presence not covered by the UN, the OIC, the members of the IVG and the Parties, shall be borne by the donors group.
- c. The Multinational Presence shall strive to maximize local and regional purchasing and procuring for its activities.
- d. The Special Representative shall prepare a budget for each financial year, to be approved by the International Group and the Parties. Once approved, the budget shall serve to fund the operations of the Multinational Presence, as determined by the Special Representative. The financial year for the purpose of the Multinational Presence budget shall be from 01/01 to 31/12.
- e. For the period prior to the 1st of January of the year following the signing of the agreement the budget of the Multinational Presence shall consist of such sums as the Special Representative shall receive during this period.
- f. The Special Representative will prepare financial regulations consistent with this Agreement, and shall submit them for the approval of the International Group and the Parties no later than _____. These regulations shall include a budgetary process which takes into account the budgetary cycles of the contributing countries and organizations.
- g. Once every financial year, the Special Representative shall convene a special annual plenary (the Plenary) comprised of representatives of the Parties, the Members, the International Group and the Donor Group, to present and discuss the Multinational Presence compliance with its work-plan and budget for the current financial year and its proposed work-plan and budget for the next financial year.

5. Relations with the Parties:

- a. A Trilateral Committee, composed of the Special Representative and a Palestinian-Israeli High Steering Committee, shall serve as the most senior forum for coordination between the Parties and the Multinational Presence in relation to the implementation of the Agreement and for mutual review of such implementation.
- b. The Trilateral Committee shall convene for its regular meetings at least once a month. In addition, the Trilateral Committee shall convene for a special session within 48 hours of the request of either of the Parties or of the Multinational Presence to the Secretariat.
- c. In addition to the Trilateral Committee, the Multinational Presence shall be represented in the various committees and groups established under the Agreement, as detailed there under, and in other committees, groups or bodies as shall be agreed upon by the Parties.

6. **Privileges and Immunities:**
 - a. Representatives of the Multinational Presence, the Special Representative and the various employees of and participants in the Multinational Presence's organs and bodies shall be entitled to privileges and immunities as detailed in the Participation Agreement.
 - b. Representatives of the Multinational Presence, the Special Representative and the various employees of and participants in the Multinational Presence's organs and bodies shall enjoy freedom of movement within the territory of the Parties, as required for the performance of their responsibilities under the Agreement, in accordance with modalities to be developed by the Special Representative with the Parties.
7. **Duration:**
 - a. The Multinational Presence shall exist until otherwise agreed by the Parties.

2. The Special Representative

1. The Special Representative shall be appointed by the International Group, in consultation with the Parties, and shall serve a term of four years. The International Group, in consultation with the Parties, may decide on the renewal of the term of a Special Representative, or on the replacement of the Special Representative, prior to the expiration of his term.
2. As the principal executive of the Multinational Presence, the Special Representative shall be based at the Multinational Presence headquarters in al-Haram al-Sharif/ Temple Mount (Compound) or nearby and shall be responsible for the direction and management of the Multinational Presence. For this purpose, the Special Representative is authorized to act on the behalf of the Multinational Presence, including through the employment of personnel, the contracting, acquisition and disposal of property and services, the institution of legal proceedings and any other reasonable action necessary and proper for the fulfillment of his/her responsibilities.
3. As part of his functions, the Special Representative shall serve as the chairman of the Trilateral Committee, which shall also include both Parties' respective members of the Israeli-Palestinian High Steering Committee. The Special Representative shall be responsible for convening the Trilateral Committee on a monthly basis, or more often, upon request of any of the members of the Trilateral Committee.
4. The Special Representative shall be responsible, inter alia, for appointing, in consultation with the International Group and the Parties, the Commander and Deputy Commander of the Security and Conservation Unit (SCU).
5. The Special Representative shall periodically update and report to the Parties and the International Group regarding the activities of the Multinational Presence and its fulfillment of its responsibilities under the Agreement.

6. The Special Representative shall request those nations and organizations agreeable to the Parties to supply contingents of personnel and/or equipment to the SCU in accordance with the Participation Agreement.
7. The Special Representative shall impress upon contributing nations and organizations the importance of continuity of service, and shall obtain their agreement not to withdraw their contingents without adequate prior notification to the Special Representative, as specified in the Participation Agreement.

3.

The Donors Group

1. The Donors Group shall be comprised of all countries and organizations who have undertaken an obligation for financial, personnel, logistic or other support for the Multinational Presence for the next financial year.
2. Members of the Donors Group shall receive periodic updates and reports from the Special Representative and the Secretariat regarding the activities of the Multinational Presence and its fulfillment of its responsibilities under the Agreement, as well as the use made of their contributions.
3. Once a year, the members of the Donors Group shall be invited to participate in the Plenary, in which the Special Representative will present and discuss the Multinational Presences compliance with its work-plan and budget for the current financial year and its proposed work-plan and budget for the next financial year.
4. All financial contributions to the Multinational Presence shall conform to the financial year adopted by the Multinational Presence for its operations.
5. All obligations for personnel and logistic support shall be for periods which shall be of sufficient length so as to enable the Multinational Presence to integrate them into its operation with a minimum of turnaround.
6. The Special Representative shall develop criteria, conditions and requirements for financial, personnel and logistic support for the Multinational Presence.
7. The Multinational Presence and the Special Representative shall serve as the primary mechanism for discussion and dialogue between a donor country or organization and one or both of the Parties, in relation to the Multinational Presence.

4. The Security and Conservation Unit (SCU)

General

1. The Multinational Presence will establish a Security and Conservation Unit (SCU), to guarantee security in al-Haram al-Sharif/ Temple Mount (Compound) and its conservation, act as a deterrent, and oversee the implementation of the relevant provisions of the Agreement.
2. The SCU shall be deployed adjacent to al-Haram al-Sharif/ Temple Mount (Compound) and its Headquarters shall be established at an agreed upon location there.
3. The SCU will use the IVG Secretariat and Support Unit, and will get logistic assistance necessary from the IVG and the PU in order to fulfill its duties.
4. The Commander and Deputy Commander of the SCU shall be appointed by and shall report to the Special Representative. The Commander and Deputy Commander of the SCU shall be from different countries/nationalities.
5. The Commander of the SCU shall be a former or current police officer holding the rank equivalent of Major General or above. The Deputy Commander of the SCU shall be a former or current police officer holding the rank equivalent of Brigadier General or above.
6. Both the Commander and Deputy Commander of the SCU shall serve for a minimum term of two years. In order to ensure maximum continuity, the Special Representative shall make best efforts not to replace both the Commander and Deputy Commander during the same year.
7. The SCU shall consist of a Headquarters, a Security Component (SC), and a Compound Observer Unit (COU).
8. All members of the SCU, including the SC and the COU, shall be under the full command authority of the Commander of the SCU, who shall promulgate the SCU's Standing Operating Procedures. The Commander of the SCU shall establish a chain of command incorporating the commanders of contingents made available to the SCU through national or organizational contributions.
9. The Commander of the SCU shall have a general responsibility for the good order of the SCU and all its members. The Commander of the SCU shall, in coordination with the Special Representative, develop procedures for the coordination of disciplinary measures between the SCU and the contributing countries and/or organizations.
10. Other than the SC, the other elements of the SCU shall be unarmed.
11. The Commander of the SCU shall establish a Compound Coordination Committee (CCC). The CCC shall be comprised of the Commander or Deputy Commander of the SCU, and appropriate representatives of the Parties.
12. The CCC shall serve as the primary forum for coordination and liaison between the Parties and the SCU.
13. The CCC shall also include a Subcommittee for Intelligence Cooperation (SIC) that will work closely with the PU.

14. The SCU shall establish a Joint SCU-Palestine Operations Center (JOC), at SCU Headquarters.
15. While fulfilling its mandate, as detailed above, the SCU is bound to preserve, and refrain from disrupting, the daily life and historic character of the Old City and al-Haram al-Sharif/ Temple Mount (Compound). Accordingly, the SCU shall be guided by a policy of restraint in all of its activities.
16. The SCU shall maintain and operate a Joint Situation Room (JSR) in the Old City, which shall include members of both Parties. The JSR shall serve as a joint command center for emergency, crisis and cooperative situations and operations in al-Haram al-Sharif/ Temple Mount (Compound).

SCU Headquarters

17. The SCU Headquarters will be organized to fulfill its duties in accordance with the Agreement and this Annex. It shall be manned by staff-trained officers of appropriate rank, provided by troop-contributing countries and organizations. Its organization will be determined by the Commander of the SCU, who will assign staff positions on an equitable national/organizational basis.

The Security Component

18. The SC shall be responsible for the following:
 - a. Security of citizens and tourists.
 - b. Keeping the conservation of al-Haram al-Sharif/ Temple Mount (Compound).
 - c. Assisting the Palestinian police forces in al-Haram al-Sharif/ Temple Mount (Compound) to perform its duties, in agreed-upon activities.
 - d. Serving as a mechanism for defusing localized tensions and resolving local disputes in al-Haram al-Sharif/ Temple Mount (Compound).
19. The SC shall consist of up to 150 police officers.
20. The SC headquarters will be located at an agreed upon location in the Compound or at an adjacent area.
21. The SC may be equipped with concealed weapons for self defense purposes. Apart from the above, the SC may not deploy, use or maintain firearms. The Rules of Engagement of the SC shall be developed by the Commander of the SCU, together with the Special Representative and the Parties.
22. Members of the SC shall be chosen by the Commander of the SCU, from nationalities agreed to by the Parties and the Special Representative. All members of the SC must meet the following conditions:
 - a. At least 10 years professional experience in police duties.
 - b. Full fluency in English. At least 40% should be also fluent in Arabic and 10% should be fluent in Hebrew.
 - c. Graduation from the Multinational Presence Pre-Deployment Course, to be developed by the Special Representative.

The Compound Observer Unit (COU)

23. The COU shall be responsible for the following:
 - a. Monitoring and verifying the implementation of the agreement.
 - b. Monitoring the Palestinian Security forces and their conduct within the al-Haram al-Sharif/ Temple Mount (Compound).
 - c. Assuring that no digging, excavation, or construction is done on or beneath the Compound, unless approved by the two Parties.
 - d. Assuring that regular maintenance and emergency repairs on the Compound shall not contradict the agreement between the Parties.
 - e. Enabling religious worship or decorum on the site and assuring that visitors shall be allowed access to the site as long as it does not interfere with religious practices as defined by the Waqf.
24. The COU will consist 12 civilian observers, including members of UNESCO.
25. The COU may operate fixed observation posts inside al-Haram al-Sharif/ Temple Mount (Compound).
26. Members of the COU shall be chosen by the Commander of the SCU, from nationalities agreed to by the Parties and the Special Representative. All members of the COU must meet the following conditions:
 - a. At least 10 years professional experience with diplomatic, cultural heritage or equivalent experience.
 - b. Full fluency in English. At least 40% should be also fluent in Arabic.
 - c. Graduation from the Multinational Presence Pre-Deployment Course, to be developed by the Special Representative.

5.

The Dispute Settlement Mechanism

1. The Parties shall strive to resolve all disputes relating to the interpretation or application of the Agreement through negotiations and with help – if needed – of professional international organizations, bodies and experts.
2. The High Steering Committee shall serve as the highest forum for the resolution of disputes between the Parties.
3. If a dispute is not settled promptly through negotiations, including by the High Steering Committee, either Party may submit the dispute to mediation and conciliation by sending a formal request to the Special Representative (the “Multinational Presence Dispute Resolution Request”).
4. Upon receipt of the Dispute Resolution Request, the Special Representative shall immediately enter into discussions with the Parties in order to ascertain the facts of the dispute and to prepare a recommendation to the Parties concerning the mediation and conciliation mechanism appropriate for the specific dispute and on the identity of the recommended mediator/conciliator.

5. The Parties will decide on the mechanism of mediation and conciliation to be adopted, as well as on the identity of the mediator or conciliator, whilst giving high consideration to the recommendations of the Special Representative in this regard.
6. In the event that the Parties agree that they are unable to resolve the dispute within 14 days through the Multinational Presence mediation and conciliation mechanism adopted under this Article, either Party may refer the dispute to additional dispute resolution mechanisms, under Articles 16(4) of the Agreement.
7. Upon the conclusion of a Multinational Presence dispute resolution process, the Special Representative shall prepare for the Parties a report, detailing the background of the dispute and the results of the Multinational Presence dispute resolution process. The Secretariat shall maintain an archive of all such dispute resolution reports.

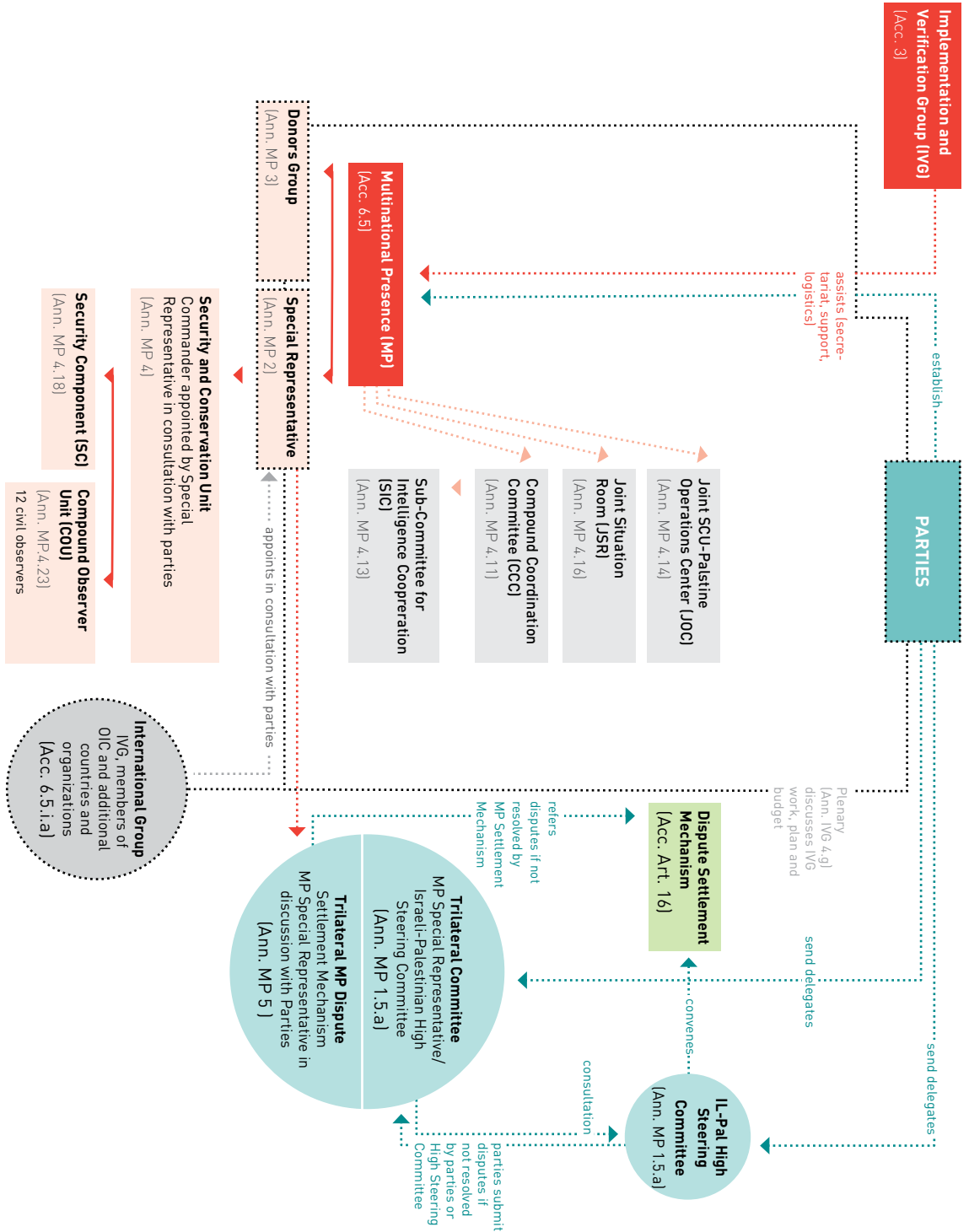
6. Identification

1. The Multinational Presence will have an emblem as coordinated with the Parties.
2. Multinational Presence personnel will carry a Multinational Presence identification card, in English, Arabic and Hebrew, to be issued by the Multinational Presence, in accordance with modalities to be developed by the Special Representative with the Parties.

7. Training and Orientation

1. The Multinational Presence shall develop detailed training and orientation courses and materials for the various elements of the Multinational Presence, including those courses detailed above, to ensure that all Multinational Presence personnel commence their activities in the region with a good understanding of the realities and sensitivities of the situation and their role and position therein.

Organization Chart Multinational Presence



07

Refugees Refugeehood Fund

- Permanent Residence and Citizenship
- Rehabilitation and Development
- Compensation for Refugeehood
- Compensation for Loss of Property
- Sources of Financing
- Finality of Claims

The solution to the refugee problem, presented in chapter 7 of the Geneva Accord, is agreed upon by both sides. Work on elaborating some of the technical aspects relating to this solution has begun but remains to be concluded.

One preliminary draft detailing the structure and compensation mechanism of the Refugeehood Fund prepared by independent experts has come to our attention, and is available online.

The Swiss Foreign Ministry has posted this document on its website:
www.eda.admin.ch The URL is: http://www.eda.admin.ch/etc/medialib/downloads/edazen/dfa/orgcha.Par.0085.File.tmp/refugees_annex-16_2_09b.pdf

A joint team of experts from both sides will continue their work and it is our hope that a full and agreed upon annex will be published in the near future.

Designated Roads

- Background and Objectives
- Sovereignty
- Joint Investment
- Palestinian Vehicle Traffic
- Israeli Vehicle Traffic
- The Multinational Force
- Control Rooms
- Security
- Jurisdiction
- Medical Treatment
- Insurance

1. Background and Objectives

1. Pursuant to Section 9 of the Geneva Accord, within the framework of the permanent agreement, Israeli civilians shall be able to cross between one part of Israeli territory and another part of Israeli territory through territories in the State of Palestine: Road 443; Road 90 the section between Ein Gedi and Beit She'an; and Road 1 the section between Jerusalem and Beit Arava junction (hereinafter: "the designated roads") – without the need for regular procedures required for crossing the border between the countries.
2. The objective of this annex is to determine principles and procedures for the use of these roads.

2. Sovereignty

The State of Palestine shall have full sovereignty over the designated roads, and the Palestinian law shall apply to them.

3. Joint Investment

Israel and Palestine shall jointly invest in order to maintain and develop the roads.

4. Palestinian Vehicle Traffic on the Designated Roads

1. The law for Palestinian vehicle traffic on the designated roads shall be as the law on any other road in the State of Palestine.
2. A driver of a Palestinian vehicle driving on a designated road shall not enter the State of Israel unless through regular border crossing points and according to procedures of each border crossing point.

5.

Israeli Vehicle Traffic on the Designated Roads

1. Close to each of the junctions designated for entrance and exit of Israeli vehicles to and from the designated roads an Israeli control station shall be erected (hereinafter: "the control station") on the Israeli territory.
2. A driver of an Israeli vehicle shall not begin his journey on the designated road before stopping at the control station, where identification and registration of the passengers shall take place, and a tracking device shall be installed on the vehicle; the driver of a vehicle with a permanent tracking device shall stop at the control station for identification and registration of the passengers only.
3. At the conclusion of the journey on the designated road the driver shall stop at a similar control station in order to enable the authorized bodies to ensure that all the passengers who were registered at the time of entrance to the road are present in the vehicle, and in order to return the tracking device, if he received one.
4. A driver of an Israeli vehicle traveling on a designated road shall not enter the State of Palestine outside of the areas of the designated road, unless it is via an organized transfer designated for this purpose, and according to the regulations determined at this crossing point.
5. A driver of an Israel vehicle traveling on a designated road may stop the vehicle only in the case of emergency or at a rest area along Road 90.

6.

The Multinational Force

1. The multinational force which shall be established pursuant to the instructions of Section 5(f) to the Geneva Accord shall carry out regular patrols on the designated roads, so that at all times there shall be at least two patrol cars of the multinational force on each of the designated roads.
2. Representatives of the multinational force patrolling the designated roads shall assist the Parties to fulfill their roles according to this annex, inasmuch as it is required by the Parties or according to the instructions hereinafter, and on the condition that this assistance shall not exceed the mandate awarded to them.

7. Control Rooms

1. Israeli Control Rooms shall be on Israeli territory. Palestinian Control Rooms shall be on Palestinian territory.
2. The Israeli control room shall track the Israeli vehicles during their journey on the designated roads, using the tracking devices installed in them.
3. In case an Israeli driver deviates from the route and it appears that the vehicle is going to enter territory of the State of Palestine which is outside of the borders of the designated road, an immediate warning shall be sent to the driver from the Israeli control room. If after receipt of the warning the vehicle shall not return to the permitted route, the Israeli control room shall notify the Palestinian control room of the incident, and the latter shall activate Palestinian security forces which shall halt the vehicle and turn the driver over to Israeli authorities to continue proceedings.
4. The control rooms of the three sides shall upkeep a continual communication between them, and report to each other immediately on any exceptional incidents that come to their knowledge or that they handled, including:
 - a. Suspicious Israeli vehicle located on a designated road.
 - b. Deviation of vehicle from the route while traveling on the road.
 - c. Road accident.
 - d. Halting of an Israeli vehicle by the Palestinian security forces.
5. Israeli, Palestinian and multinational representatives of the control rooms shall meet with each other when necessary in order to discuss past and future events and to exchange information.

8. Security

1. The Palestinian government and the security forces operating on its behalf shall bear the full security responsibility for what occurs on the designated roads.
2. In the case of the occurrence of a security incident on the designated road, the Palestinian security forces shall immediately go to the location and take the necessary action. If an Israeli citizen is involved, the multinational force shall also go to the location of the incident whereby it shall be its role to supervise and coordinate between the Israeli and Palestinian sides.
3. An Israeli citizen who is not a member of the security forces shall not be permitted on the designated road with weapons or ammunition in his possession.
4. The Parties to the agreement shall formulate emergency procedures together according to which they shall operate in the case of a security incident whenever an Israeli citizen is involved on the designated road.

5. Both the Israeli security forces and the Palestinian security forces, shall take steps to prevent smuggling of goods from and to their territories via the designated roads, including collection and exchange of information and random checking of contents of vehicles or in the case of suspicion.

9. Jurisdiction

1. The Israeli courts shall be the exclusive judicial authority for criminal proceedings taken against an Israeli civilian for crimes committed during the use of a designated road. Penalties collected for minor traffic violations in Israeli court will be transferred to the Palestinian Authority.
2. The State of Israel shall report to the Palestinian authorities regarding the progress of the proceedings and the results of any criminal proceeding being conducted against an Israeli citizen for a crime committed during use of the designated road.

10. Medical Treatment

1. The Palestinian authorities shall be responsible for providing appropriate medical treatment for any individual needing such treatment while located on the designated road (hereinafter: "individual needing medical treatment").
2. In the case of need, and pursuant to the request of the authorized Palestinian entities or with their approval, an Israel rescue vehicle shall be sent to treat the individual needing medical treatment. In the event that there is need for evacuation of the injured individual via Israeli helicopter – the Parties shall determine between them where the helicopter shall land and how it shall be secured.
3. An individual needing medical treatment shall be transferred by the rescue security forces that were called to the location to a Palestinian or Israeli hospital, according to their medical judgment; for a Palestinian rescue vehicle evacuating the injured to an Israeli hospital – entrance to Israeli territory shall be permitted after a quick inspection only.
4. In case an individual needing medical treatment is an Israeli citizen, efforts shall be made to evacuate him using Israeli rescue forces to an Israeli hospital, and on the condition that this shall not cause any medical harm; an Israeli who is evacuated to a Palestinian hospital shall be transferred as soon as possible to an Israeli hospital.
5. The multinational force shall be involved in any event of medical evacuation or medical treatment given to Israeli citizens on the designated road. The involvement of the multinational force shall not delay immediate medical treatment.

11. Insurance

An insurance certificate issued to an Israeli vehicle according to the Motorized Vehicle Insurance Order (New Version) 1970, shall also be valid on the designated roads, if the journey on the road was made only for the purpose of journey from one Israeli territory to another, as aforementioned in Section 1(a) to this annex. In case of an accident each driver or passenger will have to deal only with his own insurance company. Israel and Palestine will establish a joint committee that will establish rules and procedures for settling mutual damages claim among Israeli and Palestinian insurance companies.

Map 1. Designated Roads



—— Border

----- Designated Roads

● Israel

● Palestine

09

Border Crossing Points

1. The Crossing Points between Israel and Palestine shall be opened in both directions for Palestinians, Israelis, and nationals of other countries.
2. Procedures for crossing shall be in accordance with the regulations in both countries.
3. Both Parties shall recognize each other's passports, as well as the stamps and visas affixed on the passports of the other Party. The stamps on the passports shall include English and Hebrew/Arabic, as well as the date of the crossing, the name of the country which stamps the document, and the name of the Crossing Point.
4. Two Crossing Points shall be opened 7 days a week, 24 hours a day, except for Yom Kippur and the first day of Al Hijrah calendar (the dates of these two holy days shall be communicated to the other side beforehand). One Crossing Point shall be in Jerusalem and one in Erez.
5. Other Crossing Points shall be opened 5 days a week, Sunday to Thursday, from 06:00 to 20:00 hours.
6. Each Party shall retain the right to refuse entry to a person, in accordance with its regulations. In this case, each Party undertakes to accept this person back into the country, without delay, according to international practices.
7. Each Party shall apply its customs regulations.
8. Each Party shall provide the passengers with the A.17 international immigration form of the other Party, before crossing.
9. Direct links (telephonic, internet, e-mail and other) shall be established between the authorities of both sides of the Crossing Points, in order to provide solutions to any problem.
10. The passport of any person crossing between Israel and Palestine (in both directions) should be valid for at least six months after the date of the crossing, in accordance with international practices.
11. Each Party shall provide the other with a list of the countries whose citizens are exempted from visa requirements.
12. These arrangements shall go into effect as from the next day of the exchange of the instruments of ratification of the agreement.
13. Within a period of up to 3 months from the date stated in paragraph 12 above, interim arrangements regulating passage of persons and vehicles through the Crossing Points and visa procedures shall be applied. Both Parties may shorten this period by mutual agreement.
14. During the interim period mentioned in paragraph 13 above, visas to Israeli and Palestinian citizens shall be granted as agreed between the Parties.
15. Teams of the two Parties shall monitor the implementation of this Annex.

10

Water

In memory of Dr. Fadia Debes

- Scope
- Definitions
- Just and Rightful Re-Division of Water
- Avoid the Causing of Significant Harm
- Flexibility in Water Allocations
- Joint Water Commission
- Establishment and Maintenance of a Database
- Establishment of Central Water Pollution Control and Quality Assurance Agencies
- Regular Exchange of Data and Information
- Dispute Settlement
- The Jordan River and Dead Sea
- Future Plans and Programs

Preamble

- **It is agreed**
that the mutual rights of Palestine and Israel in the shared water resources are recognized and respected.
- **It is agreed**
that the Parties are entitled to just and fair entitlements of the shared water resources.
- **With the aim**
of achieving a just and fair entitlement from the shared resources, the Parties agree to a rightful re-division of these resources.
- **It is agreed**
that the rightful re-division of the shared water resources shall be assessed in the spirit of equitable sharing as outlined in international law and state legislation and practices to meet their needs.
- **The Parties to this agreement**
are both aware of the harsh reality of the limitations in the total amount of good quality water in Israel and Palestine. These amounts will not be sufficient to meet the long-term needs of Israel and Palestine together. Both countries will have to devote considerable and urgent efforts to protecting, preserving and conserving existing water sources, reducing excess water use and waste and assuring investments to increase the total amount of water resources, particularly by sea and brackish water desalination, purified wastewater recycling and reuse, and hopefully in an era of regional peace, by other projects for the import of water from other neighboring countries.
- **It is agreed**
and recognized that all water supply and development projects must be founded on a rational economic basis with adequate pricing.
- **The Parties recognize**
the critical importance of their limited trans-boundary water resources and the need to enhance the rational use and conservation of the said resources on a long-term basis. They further recognize that increasing populations, as well as industrial and agricultural development, are placing much greater demands on water supplies, and that these demands call for adequate water management responses by both Parties.
- **This agreement**
shall require certain changes and modification in Palestinian and Israeli laws and regulations as appropriate, and the Parties to the agreement shall assure that those changes and modification shall be carried out by the appropriate legal procedures required in each country in a reasonable period of time after the signing of the agreement.

1.

Scope

This agreement shall apply to:

1. The water resources defined as shared in this agreement are: the Western sub-aquifer of the Mountain Aquifer, the North Eastern/Harod/Beit-Shean sub-aquifer of the Mountain Aquifer, agreed upon portions of the Eastern sub-aquifer of the Mountain Aquifer, portions of the Coastal Aquifer opposite Gaza and the lower Jordan River including the Dead Sea, as defined in clause 3.6.
2. Other activities that have or are likely to have an impact upon such water or their systems; and
3. Measures for the protection, preservation and management of such water or their systems.

2.

Definitions

1. **Depletion**
The withdrawal of water from an aquifer at a rate faster than it is recharged, otherwise known as “mining” the aquifer.
2. **Harm**
Damage or any detrimental consequence of a human activity such as, inter alia, (a) loss of life or personal injury; (b) loss or injury to property; (c) the costs of reasonable measures to prevent or minimize such loss or injury; (d) environmental harm, including the costs of reasonable measures to prevent or minimize such harm, and the costs of reasonable measures of reinstatement or restoration of the environment actually undertaken or to be undertaken. Under customary law, each of the Parties to this agreement has a duty to take all reasonable measures to prevent causing significant harm to the other Party, including pollution or contamination of their water resources.
3. **Safe Yield**
The amount of naturally occurring renewable groundwater that can be economically and legally withdrawn from an aquifer on a sustained basis without impairing the native groundwater quality or creating an undesirable effect such as environmental damage. It cannot exceed the increase in recharge or leakage from adjacent strata plus the reduction in discharge, which is due to decline in head caused by pumping.
4. **Vital Human Needs**
According to international laws and norms.

3.

Just and Rightful Re-Division of Water

1. It is agreed that the water rights of both Parties are mutually recognized and accepted.
2. In this spirit Israel and Palestine agree on a just and rightful re-division of the shared water resources which would in effect reduce the share that Israel had used in the past and increase the Palestinian share. The goal of this just and rightful re-division of the shared water resources is to help meet the needs of the Palestinians and to help improve their quality of life.
3. This rightful re-division shall take into consideration the spirit and principles of international law and of relevant factors and criteria, such as, among others:
 - a. Geographic, hydrographic/hydrological, climate and ecological factors;
 - b. The reasonable vital human needs of the Parties;
 - c. The reasonable social and economic needs of the Parties and their socio-economic level, including the assurance that there shall be adequate pricing of water to promote rational use;
 - d. The population dependent on the trans-boundary waters in each Party;
 - e. Existing and potential uses of trans-boundary waters;
 - f. Conservation, nature protection, and avoidance of unnecessary waste;
 - g. The contribution to the formation and recharge of the aquifer or aquifer system;
 - h. Technical and financial capabilities of each Party;
 - i. Availability of alternative resources available to the Parties of comparative value;
 - j. The practicability of compensation.
4. It is noted that in the spirit of recent developments in international water law, in weighing all of the above factors, priority should be given to meeting vital human needs. In the application of the above the Parties shall enter into consultation in the spirit of cooperation.
5. The just and rightful water re-division of good quality potable water to the Palestinians shall include:
 - a. The wells, springs and infrastructure from the areas in Israel being transferred to Palestine in the land swap in the framework of the permanent status peace agreement.
 - b. Additional amounts of water, from shared water resources including agreed upon portions of the Western sub-sections of the Mountain Aquifer, agreed upon portions of the Eastern sub section of the Mountain aquifer, agreed upon portions of the North Eastern/Harod/Beit Shean sub-section of the Mountain Aquifer, agreed upon portions of the Coastal Aquifer opposite Gaza and agreed upon portions from the lower Jordan River. However, Palestinian water rights from the above and on the Jordan River shall be limited as defined below.

6. The total amount of quality water resulting from the re-division under this agreement which shall become available to the Palestinians shall reach a total of _____ * _____ MCM/Yr, of which:
 - a. _____ MCM/yr from sub-sections of the Mountain Aquifer;
 - b. _____ MCM/yr from portions of the Coastal Aquifer opposite Gaza;
 - c. _____ MCM/yr from the lower Jordan River.
7. The total amount of quality water shall be based on the hydrological and climatic conditions existing in the year of the signing of the agreement which shall serve as the base year.
8. It is understood that this re-division of the waters from the shared resources shall result in an equivalent reduction by Israel in the utilization of water from the shared resources.
9. In order to allow Israel sufficient time to reorganize its internal water allocations as a result of the diminished supply resulting from the re-division of water, Israel shall reallocate the water to the Palestinians in three stages: 50% of the agreed upon amounts with the signing of this agreement, and the additional amounts in two additional stages within a period of no longer than five years after signing the agreement.
10. The additional amounts of water shall be made available to the Palestinians as follows: The Palestinians shall be able to increase the pumping of existing wells and springs as agreed upon in this agreement or dig new wells as agreed upon and approved in the agreed upon areas in Palestine, which will pump the agreed amounts of additional water. The areas and the wells and springs and the amount of extraction agreed upon from each water source shall be clearly defined by the Parties.
11. Israel shall likewise reduce its pumping of the same aquifers and water sources on its side of the border by the agreed upon amounts. Pumping rates from all wells, springs and rivers on both sides shall be recorded and shared by both Parties to verify conformity with the agreements. There shall be agreed upon joint inspections of the pumping rates of the wells.
12. If there are any purchases of water or wastewater between the Parties, they shall be done at the legitimate cost price. All water shall be supplied at real costs including opportunity costs.

4.

Avoid the Causing of Significant Harm

1. Both Parties shall take all appropriate measures to avoid the cause of significant harm to the other Party as a result of water utilization or development.
2. Where significant harm is caused to one of the Parties, the Party responsible for causing the harm shall take all appropriate measures to eliminate or mitigate such harm, and where appropriate to discuss the question of compensation.

5. Flexibility in Water Allocations

It is realized that, for hydrological and climate reasons, there is great variability from year to year in the availability of water resources in the area. It is agreed that the quantitative amounts of annual reallocated water specified in this agreement shall be based on the average safe yield of the specified base year of this agreement and the rainfall and recharge rates of that year. In case of reduced or increased rainfall and water yields, the possibility of a reallocation or re-division of water shall be considered and adjusted accordingly by the Joint Water Commission.

6. Joint Water Commission

1. A Joint Water Commission (JWC) shall be established under this agreement and developed in stages. The first stage shall be an agreed upon limited management body which assures the management of a high level of cooperation between Israel and Palestine, particularly on matters dealing with assuring the efficient and equitable management of the shared water resources to prevent over-utilization, to prevent and control pollution, to assure water quality, and to protect and conserve nature and environmental sustainability. After a period of five years the two Parties shall reevaluate the functions of the Joint Water Commission and issues pertaining to the joint water management, and shall consider proposals for improving, modifying and possibly developing its authority to a second, and more advanced stage.
2. The JWC shall have seven members. Each Party shall appoint three members (for a total of six). These six members shall appoint by consensus a seventh member, who shall be a qualified water professional and shall act as a neutral chairman and be of another nationality. The chairman shall be appointed for a period of three years.
3. The main functions of the Joint Water Committee in the first stage shall include:
 - a. Re-adjusting the rightful re-division of water based on significant changes in hydrological and climatologic conditions in deviation from those of the base year.
 - b. Monitoring and Inspection of Water Withdrawals from Shared Water Resources. It is agreed that in order to assure and guarantee the fair division and agreed upon utilization of the shared water resources and to prevent unregulated over-utilization of the water resources, both Parties agree to a detailed, strict and enforceable regime of determining, approving and recording the allowable pumping rates from every well,

spring and other water source with regular detailed monitoring shared by both Parties. There shall be an agreed upon mode of joint inspections to validate the correctness and reliability of such monitoring and to detect unauthorized water extractions including making aerial photos.

- c. **Monitoring and Inspection of Water Pollution Impinging on Shared Water Sources.** In order to assure protection and conservation of the shared water resources of the Parties, there shall be agreed upon mode of joint inspections of all possible pollution sources which may impact on shared water sources.
 - d. **Monitoring and Inspection of the Quality of Water from Shared Water Sources.** In order to assure and verify the quality of the water supplies of the shared water resources of the Parties and to assure early warning of impending water quality degradation and health threats, there shall be an agreed upon mode of joint inspections.
 - e. **Harmonizing Standards and Guidelines for the Treatment Disposal and Control of Liquid and Solid wastes** from Domestic/Industrial and Agricultural Sources, including wastewater recycling and reuse.
 - f. **Writing Regular Reports.** The Joint Water Committee shall, on a quarterly basis, conduct a review of the water quality and quantity control measures taken within each Party's territory affecting the trans-boundary water and issue regular reports.
 - g. **Preparing Emergency Plans.** The JWC shall develop appropriate plans and procedures for emergencies requiring joint action such as *Drought Alerts, Drought Emergencies, Depletion Plans* and *Public Health Emergencies* and promulgate the corresponding plans in accordance with the provisions of this Agreement.
 - h. **Establishing Technical Committees.** The Joint Water Commission can consider, as deemed needed, the creation of Technical Committee/s either on a long term or an ad hoc basis.
 - i. **Establishing and Maintaining a Database as defined in clause 7.**
4. Functions which shall not be allocated to the Joint Water Commission are:
- a. The reallocation of water resources other than in cases resulting from changes in hydrological or climatologically conditions. If an agreed upon need arises to modify such allocations for other reasons, a special bi-lateral inter-governmental mechanism shall make such decisions with the mutual agreement of the governments of both Parties.
 - b. The setting of water prices within the jurisdictions of the Parties to the agreement.
 - c. The Joint Water Commission should not have any authority which conflicts with the existing laws and sovereignty of either country and existing peace agreements.
 - d. The Joint Water Commission shall not deal with relations between the central governmental water authorities in each of the countries and the local or village water authorities.

7.

Establishment and Maintenance of the Database

1. The Joint Water Commission shall be charged with the creation and maintenance of a comprehensive and unified database pertaining to trans-boundary groundwaters, in the languages of the Parties. The database shall include an inventory of all trans-boundary groundwater resources taking into account quantity, quality, aquifer geometry, recharge rates, interaction with surface waters, and other pertinent data. The database shall identify all trans-boundary aquifers.
2. In order to assure the work of the database, at the request of the Joint Water Commission, the Parties shall:
 - a. Install in their territory the required measuring equipment, and protect such equipment from interference.
 - b. Permit and facilitate inspections by the Commission of such equipment.
3. The Parties shall undertake to facilitate the acquisition of information and data by the Joint Water Commission on a timely basis in accordance with the Joint Committee's requirements.
4. The Joint Water Commission shall compile, analyze, and disseminate the data, information and studies, and provide the results to their respective governments.
5. Access to the database shall be assured to the two Parties and to all legitimate research personnel and agencies, local and international.

8.

Establishment of Central Water Pollution Control and Quality Assurance Agencies

1. Each Party to this agreement shall establish a Central Water Pollution Control and Water Quality Assurance Agency and shall legislate agreed upon guidelines and standards so that they be legally binding and enforceable in the territory of each Party (similar to the requirements of the European Union on environmental standards). Each Party to this agreement agrees to vigorously enforce these guidelines and standards within their territory, with an appropriate water pollution control organization, with adequate budget and with due diligence.
2. The Parties to this agreement are aware of the need to urgently initiate investments in wastewater treatment and wastewater recycling and reuse to control and minimize serious pollution of the shared groundwaters that are utilized by both nations. Both are committed to work in cooperation on all pollution control and prevention matters on the shared aquifers, particularly in cases of environmental emergencies and pollution threats, to protect the health and welfare of both nations.

9.

Regular Exchange of Data and Information

1. Both Parties shall, on a regular basis, exchange readily available data and information on the condition of their transboundary waters or water systems, in particular of a geological, hydrogeological, hydrological, meteorological and ecological nature and related to the hydrochemistry of the aquifers or aquifer systems, as well as related forecasts.
2. Where knowledge about the nature and extent of a transboundary water or their systems is inadequate, the Party concerned shall employ its best efforts to collect and generate more complete data and information relating to such water or water system, taking into account current practices and standards. They shall take such action individually or jointly and, where appropriate, together with or through international organizations.
3. If one Party is requested by the other Party to provide data and information relating to an aquifer or aquifer system that is not readily available, it shall employ its best efforts to comply with the request. The requested Party may condition its compliance upon payment by the requesting Party of the reasonable costs of collecting and, where appropriate, processing such data or information.
4. The Parties shall, where appropriate, employ their best efforts to collect and process data and information in a manner that facilitates their utilization by the other aquifer states to which such data and information are communicated.

10.

Dispute Settlement

1. In the event of a dispute between the Parties concerning the interpretation or application of the present Article, the Parties shall, in the absence of an applicable agreement between them, seek a settlement of the dispute by peaceful means.
2. If the Parties cannot reach agreement by negotiation requested by one of them, they shall jointly seek the good offices of, or request mediation or conciliation by, a third Party, or make use, as appropriate, of any joint watercourse institutions that may have been established by them or agree to submit the dispute to arbitration.
3. If no resolution of the dispute is reached by the above voluntary procedures it is agreed that the Parties must then submit their dispute for final adjudication and resolution to compulsory arbitration whose ruling shall be binding and obligate the Parties.

11. The Geneva Accord Map of Borders and the Jordan River and Dead Sea

This water article assumes that the agreed upon final borders are those outlined in the Geneva Accord Maps. Thus, the Palestinians have legitimate riparian rights on those areas of the Lower Jordan River and the Dead Sea contiguous with their territories. However, the quantity of water to be decided on for the re-division will include defined and specific annual quantities of water from the Mountain aquifer, surface sources and from the lower Jordan River.

12. Future Plans and Programs

In the future, the two Parties shall consider the possibility of developing plans to declare *Trans-boundary Groundwater Conservation Areas*, allowing the two Parties to work together on both sides of specially defined border areas to promote conservation and pollution prevention. This may require changing appropriate laws of the Parties.

Environment

- The Joint Environment Commission
- Air Pollution Control
- Waste Reduction, Reuse, Recycling and Coordinated Waste Management
- Management and Transport of Hazardous Substances and Wastes
- Coordination of Pesticide and Pest Control Policies
- Biodiversity and Nature Protection
- Establishment and Management of Transboundary Protected Areas
- Aquatic Ecosystems
- Combating Desertification
- Scientific Research for Cooperation
- Financial Resources
- List of Protected Species
- Sensitive Ecological Corridors
- Transboundary Preservation Areas

This annex details the committees, standards, mechanisms, and obligations the Israelis and Palestinians undertake on environmental matters as part of the final status agreement, in order to ensure harmonized and effective cooperation efforts to protect the Parties common environment and ecological integrity. While providing continuity between it and previous agreements and commitments to environmental cooperation, the annex aims to establish practical and effective instruments to address shared concerns regarding transboundary pollution and preservation of biodiversity, open spaces, natural resources and heritage sites in Israel and Palestine.

The annex is based on the assumption that Israel and Palestine constitute a single ecological entity and must therefore cooperate to preserve it. From the outset, the parties agree to let go of their mutual accusations on damages they have caused one another in the past and acknowledge the fact that both parties have damaged their shared environment.

Shared Standards

To ensure a better future in the region, the parties agree to adopt shared international standards on environmental matters, conform with these rules, and pledge that Palestine and Israel will take measures to make peace with the environment. **In most cases, the parties pledge to conform to the European Union's accepted standards within three years. Thus, the agreement could serve to improve environmental protection and air quality within both states, owing to their mutual commitment under the agreement.**

The Joint Environment Commission

To guarantee cooperation between the parties, several commissions and sub-commissions will be established comprising Israelis and Palestinians who will work together on environmental matters. The central Joint Environment Commission will include 13 members: five Israelis, five Palestinians, a European Union representative, a United States representative, and a representative of the United Nations Environment Program. The commission will be managed jointly by the Israeli and Palestinian team leaders and its main responsibilities will be: guaranteeing progress in the implementation of the agreement, overseeing the parties' conduct and their compliance with the agreement, coordinating and promoting cooperation between the parties, and ruling in cases of disagreement between the sides over compliance with environmental standards.

Mutual Obligations

The sides agree to a long list of commitments set to improve the relationship between them and their relationship with the environment. Among these commitments:

- The parties pledge to work to prevent damages that may affect each other, even if they do not occur around the border area.
- The parties agree to allow inspections and investigations by Joint Environment Committee members into each party's conduct on environmental matters.
- The parties agree to establish joint databases, research groups, and work groups.
- The parties agree to terminate the activity of existing solid waste disposal facilities within two years after the agreement is signed, unless these comply with the new standards that will be defined.
- The parties agree to jointly create shared emergency and warning systems on environmental matters.
- The parties pledge to publish a report on the environment once every three to four years.
- The parties agree on a joint list of protected plants and animals.
- Israel agrees to transfer to Palestine rare animals and plants that are abundant in Israel so as to increase their numbers in the region.
- Israel will pass to Palestine the infrastructure and facilities of existing nature reserves in the West Bank, and Palestine will continue to operate these sites and allow public access to them, pursuant to its domestic rules, laws and regulations.
- The parties will favorably consider consulting and cooperating with each other as well as seeking assistance from each other and the international community to establish, preserve and harmonize cultural and natural heritage sites. Understanding the importance of protecting areas of significant natural and cultural heritage, the parties agree to work together for the purpose of conserving shared ecosystems and areas of natural and cultural heritage.
- Palestine pledges to establish a disposal facility for hazardous waste within its borders.

Border Areas

The parties pledge to cooperate in the border areas in order to ensure each party's activities do not harm the other party's environment (in matters such as pesticides, waste, and more).

As for the border areas themselves, the parties agree to establish a body that will prepare a strategic master plan for utilization and development of lands in the border area spanning five kilometers from the border (in either direction). The annex states in advance that "peace parks" will be created in some border areas between Israel and Palestine. *Priority will be given to establishing such transboundary parks along the Jordan River and around the Dead Sea and Gilboa region. The transboundary parks will be co-managed by Israel and Palestine.*

Equality

The annex is based on the principle of equality and both parties' shared responsibility for the environment, but it acknowledges that there is no symmetry between the parties. Therefore, the parties acknowledge that the Palestinian side may need more time to meet the international standards under the agreement and that it will require substantial financial support to do so. Likewise, the only place in the annex that addresses past damages is the need for rehabilitation of waste sites and garbage dumps created in territory under Palestinian sovereignty as a result of Israeli activity during the occupation.

12

Economy

- **Economic Road Map**
- **Cooperation between Two Economies:
The Cases of Transportation and Electricity**

(Written by: Aix Group: Economic Dimensions of a Two-State Agreement between Israel and Palestine)

- Development Strategy
- Forms of Cooperation
- Airports
- Seaports
- Roads
- Rails
- Air Transportation
- Sea Transportation
- Estimating Future Demands
- Strategic Scenarios
- Electricity Supply Capacity
- Trade
- Labor
- Fiscal Policy
- Monetary Policy
- Investment

Economic Road Map

The paper assumes the emergence of a two state-solution embodying Palestinian economic sovereignty, unambiguous borders and the conduct of economic relations in a spirit of cooperation and mutuality. The economic vision of permanent status is based on economic arrangements that will seek a convergence of Palestinian living standards with those of Israel and promote independence in economic policy-making while acknowledging economic interdependency.

The paper reflects the recognition that future Palestinian economic strategy can no longer afford to rely so heavily on the export of labor and remittance income. It is unlikely that the number of Palestinians working in Israel will again approach historical levels; moreover, domestic Palestinian production and exports are compromised by the upward pressure on domestic wages and prices exerted by higher Israeli wage levels.

Trade

It is recommended to establish a Free Trade Area, consistent with World Trade Organization protocols. We believe that an FTA between a Palestinian state and Israel is likely to be feasible and efficient, as well as to offer exploitable development opportunities. It would provide Palestinians open access to the Israeli market, with Israel continuing to be a key trading partner. At the same time, an FTA will allow the Palestinian state to diversify its trade relations and implement development policies conducive to economic growth and prosperity. An FTA will be most efficient if accompanied by a friendly system of Rules of Origin. Israel would grant the Palestinian state, as a developing economy, the option to temporarily protect selected sectors.

Labor

It is recommended that designated border passages be established through which labor flows would be unencumbered, while subject to regulation through taxes and/or permits. Palestinian workers should be given preferential access to the Israeli labor market, as compared to other foreign workers, reflecting the lower negative externalities for the Israeli economy. In addition, work permits should be granted to and held by individuals, not contractors. Although the Israeli labor market will play a diminishing role in Palestinian development, its importance in an orderly economic transition is significant.

Fiscal Policy

Under an FTA, each country would run an independent international customs policy, but would not impose duties on goods originating in Israel/the Palestinian state (with certain exceptions as defined under the agreement). To minimize smuggling, indirect tax policy needs to be closely coordinated, and VAT and other indirect tax rates (excises, purchase taxes) should only diverge marginally, if at all. Double taxation should be avoided since this would discourage cross-border economic activity. Accordingly, there is a case for applying lower income tax rates to Palestinian workers in Israel as compared to those applicable to Israelis or other foreign workers. Alternatively, Israel should continue to remit to the Palestinian state a large portion of the income tax it levies on Palestinians working in Israel, as well as any social security deductions.

Monetary Policy

It is recommended that the restrictions embedded in the Paris Protocol preventing the Palestinian Monetary Authority from issuing Palestinian currency be lifted.

Investment

It is recommended that both countries accord one another's investors and investments national treatment - with some exemptions in cases that bear upon special national interests. The future economic agreement should permit full repatriation of revenues and income, should preclude the possibility of double taxation, and should address expropriation and regulatory matters pertaining to facts and disputes created after its entry into force. Donors can contribute to cross-border investment by establishing funds that can be used to build equity positions in Palestinian firms and to create joint ventures with Palestinian partners, as well as by continuing to offer risk insurance and guarantees to investors.

The introduction of these new economic arrangements will require intensive bilateral cooperation. This would be facilitated in particular by the establishment of a Joint Israeli-Palestinian Economic Committee, as well as by regular dialogue at experts' level to exchange views on all areas of economic policy. The establishment of an Israeli-Palestinian Development Fund should be considered; this institution could play a major role in encouraging a variety of joint activities, such as industrial estates, business ventures for domestic and external markets, tourism projects and joint public/private infrastructure initiatives.

The transitional period requires, above all, a vigorous effort to stimulate Palestinian economic recovery. This can only be done by restoring movement and predictability in transactions. Three basic ingredients are required to achieve this:

- i. an unencumbered flow of goods across borders and within the West Bank and Gaza;
- ii. an unencumbered flow of persons within the Palestinian Territories, coupled with a flows of workers to Israel which regains some stability and predictability; and
- iii. the continued uninterrupted flow of fiscal transfers from Israel to the Palestinian Authority.

Cooperation between Two Economies: The Cases of Transportation and Electricity

This annex illustrates how the financial relationship between Israel and Palestine must be changed as part of a final-status agreement. The present imbalance between the two economies in effect harms both economies, and a significant improvement in the Palestinian economy will benefit not only Palestinians but also the Israeli economy. This annex, which represents a working paper drafted by the Aix Group, charts the paths to developing the electricity and transportation systems in Palestine and between Israel and Palestine, on the assumption that Palestine will have two major economic centers – one in the Al-Quds (Jerusalem) metropolitan area, which will include Ramallah and Bethlehem and will serve as the political-economic-social-cultural center of Palestine, and the other in Gaza, which will depend on the airport and a seaport and serve as an infrastructure and production hub.

Transportation

Improving the Palestinian transportation system will naturally benefit the Palestinian economy. At the same time, it will create a freer market within Israel as it may reduce the cost of transporting Israeli goods, create for Israelis other transport options for goods, and open the door to many countries that do not trade with Israel.

- **Roads**

Because Palestine is not a large state and because most of its traffic will consist of people and light cargo, the initial investment must be in improving and upgrading the road system, and not in developing a train system. Creating a road system will cost an estimated US\$2.5 billion.

The road system will be based on a three level hierarchy of links:

- i. a longitudinal national link that will serve as the backbone of the network as a whole;
- ii. a secondary east-west link, located mostly in the West Bank, connecting Palestine to neighboring countries, and medium size cities, to one another;
- iii. a local and regional road network, connecting small towns and villages to the second level link.

The national link will take the form of a highway with three–four lanes in each direction. Its route will also include the main infrastructure lines. This system will make it possible, for example, to arrive from the Al-Quds business center to the Gaza Airport in under one hour.

- **Terminals**

It is impossible to maintain an open border system between Israel and Palestine like the one in place in the European Union. To ensure convenient cooperation between the states under such restrictions, about 40 terminals for the passage of goods and people must be established:

- Eight terminals for the passage of goods: two in Gaza, two in Jerusalem (one in the direction of Ramallah and one in the direction of Bethlehem), two in the direction of central Israel, a terminal in the northern West Bank (Jenin) and a terminal in the southern West Bank.
- About 32 terminals for humans.

- **Cooperation**

To produce cooperation, common procedures must be put into place, such as:

- Authorization for taxis and buses to move across the border.
- Car license registrations must be unified for both parties (and if Palestine allows the importation of cheap cars produced especially for third-world countries, a separate registration has to be made for them since Israel will, most likely, not allow their entrance).
- Establishing a bi-national committee responsible for: adapting the Israeli and Palestinian road systems to facilitate the integration of both systems; creating a joint database of vehicles; setting mechanisms for selling and buying cars between both states; deciding on a joint policy of car import; and more.

- **Ports**

An international airport will operate in Gaza. Additionally, a local airport can be constructed in the West Bank designed mostly for small planes traveling between the West Bank, Gaza and Jordan.

A sea port will operate in Gaza through which Palestinians could import and export goods. It is likely that most goods for Palestine will still arrive through the Israeli ports, but the existence of a port on Gaza will facilitate more competition within both the Palestinian and the Israeli markets.

- **Trains**

Developing a train system within Palestine is a less favorable option, compared with investing in a road system. Nonetheless, developing a railroad between Gaza and Ashdod, and later expanding it to Tel Aviv and Egypt and linking it with Asia and Africa, may lead to substantial progress in both economies.

- **The Nature of Economic Relations**

On a scale ranging from complete separation between the economies and their unification, the best option for Israeli-Palestinian relations on the issue of transportation is that of partial integration. This means that the distinction

between the two states as independent and separate remains, but they maintain close cooperation in certain areas, people and goods can move between the states (with the proper visas), Israelis can move goods through Palestine and Palestinians through Israel, etc.

Electricity

Israel supplies about 80% of the electricity to Gaza and the West Bank. The average electricity consumption per capita in Palestine is predicted to reach 1400 kWh by the year 2020, when the Palestinian population is expected to number some six million people. Accordingly, electricity consumption in the Gaza Strip and West Bank is expected to amount to roughly 8.4 billion KWh per year. Therefore, an effort will have to be made in order to increase Palestinian self-production of electricity and increase secure supply of electricity by official, long-term agreements with all neighboring countries.

Without an adequate power grid, the Palestinian economy will not be able to develop. It is also in Palestine's interest to reduce their dependency on Israeli electricity to about 50% of their total demand, in order to increase the security of resources. Therefore, among the projects that must be implemented immediately are:

- Establishing a dissemination system that does not exist today. Such a system would stretch from Gaza to Jenin and enable connections to the Israeli, Egyptian and Jordanian networks. The carrier will become the backbone of the Palestinian network bringing most of the population closer to high voltage lines.
- Establishing an independent Palestinian electricity production system. The center of the system will be in Gaza, which is close to the sources of gas and gasoline imports and to cooling facilities based on sea water (instead of piping gas from Gaza to the West Bank in order to produce electricity in the West Bank based on air cooling systems).
- Upgrading local and regional networks and connecting them to the Palestinian national carrier. This process may reduce about one third of losses in the current electrical network.
- Reorganizing the Palestinian bureaucratic organizations that deal with electricity that currently enable waste and illegal use of electricity.
- Working to convince Egypt to allow private investors to build a gas power station in Sinai, from which Palestinians could import electricity.
- Working to create a regional electrical network, benefiting Palestinians as well as Israeli consumers, who could reduce their dependence on the Israeli Electrical Corporation's monopoly.
- Israeli-Palestinian cooperation in the use of gas.
- Producing solar energy in Palestine, mainly for Israeli consumption, in return for increased export of Israeli electricity in reduced-prices.

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The Link to the Arab Peace Initiative

With the implementation of this agreement as well as agreements between Israel and Syria and Lebanon, the Arab states under the Arab League will fulfill their commitment as stipulated for in the Arab Peace Initiative and establish normal relations with Israel. The establishment of normal relations will inaugurate a new era of peace and cooperation between Israel and every Arab state, and will include mutual recognition, the exchange of diplomatic representations between Israel and all Arab states, the establishment of commercial and trade relations as well as cooperation in areas of tourism, regional infrastructure, telecommunications, and more.

For reference, enclosed is the text of the Arab Peace Initiative, as endorsed by the Arab League in Beirut in 2002 and again in Riyadh 2007. While the Arab Peace Initiative provides general parameters for peace between Israel and its neighbors, including Syria and Lebanon, the Geneva Initiative elaborates on those parameters relating to Israeli-Palestinian peace in order to present a detailed final-status draft agreement between Israel and Palestine.

The Arab Peace Initiative

March 28, 2002

The Council of Arab States at the Summit Level at its 14th Ordinary Session,

Reaffirming the resolution taken in June 1996 at the Cairo Extra-Ordinary Arab Summit that a just and comprehensive peace in the Middle East is the strategic option of the Arab countries, to be achieved in accordance with international legality, and which would require a comparable commitment on the part of the Israeli government.

Having listened to the statement made by his royal highness Prince Abdullah bin Abdul Aziz, crown prince of the Kingdom of Saudi Arabia, in which his highness presented his initiative calling for full Israeli withdrawal from all the Arab territories occupied since June 1967, in implementation of Security Council Resolutions 242 and 338, reaffirmed by the Madrid Conference of 1991 and the land-for-peace principle, and Israel's acceptance of an independent Palestinian state with East Jerusalem as its capital, in return for the establishment of normal relations in the context of a comprehensive peace with Israel.

Emanating from the conviction of the Arab countries that a military solution to the conflict will not achieve peace or provide security for the parties, the council:

1. Requests Israel to reconsider its policies and declare that a just peace is its strategic option as well.
2. Further calls upon Israel to affirm:
 - a. Full Israeli withdrawal from all the territories occupied since 1967, including the Syrian Golan Heights, to the June 4, 1967 lines as well as the remaining occupied Lebanese territories in the south of Lebanon.
 - b. Achievement of a just solution to the Palestinian refugee problem to be agreed upon in accordance with UN General Assembly Resolution 194.
 - c. The acceptance of the establishment of a sovereign independent Palestinian state on the Palestinian territories occupied since June 4, 1967 in the West Bank and Gaza Strip, with East Jerusalem as its capital.
3. Consequently, the Arab countries affirm the following:
 - a. Consider the Arab-Israeli conflict ended, and enter into a peace agreement with Israel, and provide security for all the states of the region.
 - b. Establish normal relations with Israel in the context of this comprehensive peace.
4. Assures the rejection of all forms of Palestinian patriation which conflict with the special circumstances of the Arab host countries

5. Calls upon the government of Israel and all Israelis to accept this initiative in order to safeguard the prospects for peace and stop the further shedding of blood, enabling the Arab countries and Israel to live in peace and good neighborliness and provide future generations with security, stability and prosperity
6. Invites the international community and all countries and organizations to support this initiative.
7. Requests the chairman of the summit to form a special committee composed of some of its concerned member states and the secretary general of the League of Arab States to pursue the necessary contacts to gain support for this initiative at all levels, particularly from the United Nations, the Security Council, the United States of America, the Russian Federation, the Muslim states and the European Union.

The Arab League

