THE ISRAELI-PALESTINIAN INTERIM AGREEMENT ON THE WEST BANK AND THE GAZA STRIP

Annex III

Protocol Concerning Civil Affairs

ARTICLE I Liaison and Coordination in Civil Affairs

- 1. Joint Civil Affairs Coordination and Cooperation Committee
 - a. A Joint Civil Affairs Coordination and Cooperation Committee (hereinafter "the CAC") is hereby established.
 - b. The CAC will function with regard to policy matters under the direction of the Joint Liaison Committee, with ongoing coordination being provided by the Monitoring and Steering Committee.
 - c. The CAC will deal with the following matters:
 - (1) Civil affairs, including issues concerning the transfer of civil powers and responsibilities from the Israeli military government and its Civil Administration to the Council.
 - (2) Matters arising with regard to infrastructures, such as roads, water and sewage systems, power lines and telecommunication infrastructure, which require coordination according to this Agreement.
 - (3) Questions regarding passage to and from the West Bank and the Gaza Strip, and safe passage between the West Bank and the Gaza Strip, including crossing points and international crossings.
 - (4) The relations between the two sides in civil matters, in issues such as granting of permits.
 - (5) Matters dealt with by the various professional subcommittees established in accordance with this Annex, which require further discussion or overall coordination.
 - (6) Other matters of mutual interest.
 - d. The CAC shall convene at least once a month, unless otherwise agreed.
 - e. Each side may initiate the convening of a special meeting on short notice.
 - f. The CAC shall determine by agreement its mode of procedure.
- 2. Joint Regional Civil Affairs Subcommittees

- a. Two Joint Regional Civil Affairs Subcommittees will operate under the CAC, one for the West Bank and one for the Gaza Strip (hereinafter "the RCACs").
- b. The RCACs in the West Bank and in the Gaza Strip shall deal with the regional civil affairs matters in the West Bank and in the Gaza Strip respectively, detailed in paragraph l.c above, and with civil matters referred to them by the District Civil Liaison Offices.
- c. Each RCAC may establish ad hoc working groups if and when the need arises.
- d. Each RCAC shall convene no less than once every two weeks.
- e. Matters of principle and policy not settled within the RCACs shall be passed on to the CAC.
- 3. District Civil Liaison Offices
 - a. Each side will establish and operate District Civil Liaison Offices in the West Bank (hereinafter "DCLs"). Such DCLs will be established in the following areas: Jenin, Tulkarem, Qalqilya, Nablus, Ramallah, Bethlehem, Hebron and Jericho.
 - b. In the Gaza Strip DCLs may be established to operate in the districts assigned for the DCOs, as specified in Annex I.
 - c. The DCLs shall deal with the day to day civil affairs, detailed in paragraph 1.c above, in their respective areas of operation.
 - d. The DCLs shall operate on a daily basis, representatives of the respective DCLs shall meet daily and the heads of the respective DCLs shall convene official meetings at least once a week.
- 4. General
 - a. Means of communication shall be set up with a view to ensuring efficient and direct contact 24 hours a day, in order to deal with any urgent matter arising in the civil affairs field.
 - b. The CAC and the RCACs shall be comprised of an equal number of representatives from Israel and from the Council.
 - c. Each side shall inform the other of its representatives to the CAC and the RCACs prior to meetings. Meetings of the CAC and the RCACs shall be organized and hosted by the two sides alternately, unless otherwise agreed.
 - d. The provisions of this Article shall not impede daily contacts between representatives of Israel and of the Council in all matters of mutual concern.

ARTICLE II Transfer of Civil Powers and Responsibilities

Powers and responsibilities of the Israeli military government and its Civil Administration shall be transferred to and assumed by the Council in accordance with the provisions of this Annex and of Appendix I.

ARTICLE III Modalities of Transfer

- 1. I. In the first phase of redeployment, the transfer of civil powers and responsibilities will be effected concurrently with the stages of this redeployment, as detailed in Annex I, Article I.1 and Appendix 1 thereto.
- 2. The transfer of civil powers and responsibilities shall be coordinated through the CAC and implemented in accordance with the arrangements set out in this Annex, in a smooth, peaceful and orderly manner.
- 3. Preparations for the implementation of this Annex shall commence immediately upon the signing of this Agreement.
- 4. The Israeli authorities shall provide all necessary assistance to the Council including access to offices, registers, records, systems and equipment and all necessary information, data and statistics, required for the transfer of powers and responsibilities.
- 5. In accordance with the stages of transfer of powers and responsibilities, Israel will transfer from the possession of the Israeli military government and its Civil Administration to the Council, offices located in areas under Palestinian territorial jurisdiction, equipment, registers, files, computer programs, reports, archives, records, maps, scientific data, relevant licenses, installations, registrations (including registrations regarding land situated in the areas under the territorial jurisdiction of the Council) and other movable and immovable property necessary for its functioning.
- 6. Arrangements regarding the transfer of funds, assets, and contracts, are set out in Article 39 of Appendix 1 (Treasury).

ARTICLE IV Special Provisions concerning Area C

- 1. In Area C, in the first phase of redeployment, powers and responsibilities not related to territory, as set out in Appendix 1, will be transferred to and assumed by the Council in accordance with the provisions of that Appendix.
- 2. During the further redeployment phases, powers and responsibilities relating to territory, as set out in Appendix 1, will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory, except for the issues that will be negotiated in the permanent status negotiations.
- 3. In accordance with the DOP, in Area C, the Council will have functional jurisdiction with regard to the powers and responsibilities transferred pursuant to this Annex. This jurisdiction shall not apply to issues that will be negotiated in

the permanent status negotiations, as set out in Article XVII, paragraph 1 of this Agreement.

- 4. The transfer of powers and responsibilities in Area C shall not affect Israel's continued authority to exercise its powers and responsibilities with regard to internal security and public order, as well as with regard to other powers and responsibilities not transferred.
- 5. The closure of areas or the imposing of other restrictions on the movement of persons or goods in Area C, required for the implementation of the powers and responsibilities transferred to the Council in accordance with this Annex (such as for the prevention of the spreading of diseases), shall require prior Israeli consent.
- 6.
- a. The Council may appoint civilian inspectors to monitor compliance with laws and regulations within the powers and responsibilities transferred to it in Area C, in a number necessary for the fulfillment of its functions as agreed in the CAC.
- b. Arrangements regarding the operation of such inspectors, including agreed identification documentation, shall be as agreed within the CAC.
- c. The civilian inspectors shall not conduct activity which involves arrests or detention of persons, seizure of property or any other activity involving the use of force.
- d. These inspectors shall neither wear uniforms of a police or military nature nor carry arms.

APPENDIX 1 Powers and Responsibilities for Civil Affairs

In accordance with Article II of this Annex, powers and responsibilities of the Israeli military government and its Civil Administration shall be transferred to and assumed by the Council in accordance with this Annex and the following provisions:

ARTICLE 1 Agriculture

- 1. This sphere includes, inter alia, veterinary services, animal husbandry, all existing experimental stations, irrigation water (i.e. usage of irrigation water which has been allocated for this purpose), scientific data, forestry, pasture and grazing, licensing and supervision of agriculture, the farming and marketing (including export and import) of crops, fruit and vegetables, nurseries, forestry products, and animal produce.
- 2. Irrigation water, as well as facilities, water resources, installations and networks used in agriculture are dealt with in Article 40 (Water and Sewage).

- 3. Relations in the agricultural sphere between the Israeli side and the Palestinian side, including the movement of agricultural produce, are dealt with in Annex V (Protocol on Economic Relations).
- 4. The two sides will cooperate in training and research, and shall undertake joint studies on the development of all aspects of agriculture, irrigation and veterinary services.
- 5. Forestry is part of the Agriculture sphere and is dealt with in Article 14 (Forests).

ARTICLE 2 Archaeology

- 1. Powers and responsibilities in the sphere of archaeology in the West Bank and the Gaza Strip will be transferred from the military government and its Civil Administration to the Palestinian side. This sphere includes, inter alia, the protection and preservation of archaeological sites, management, supervision, licensing and all other archaeological activities.
- 2. In Area C, powers and responsibilities related to the sphere of Archaeology will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council
- 3. The Palestinian side shall protect and safeguard all archaeological sites, take all measures necessary to protect such sites and to prevent damage to them and take all precautions when carrying out activities, including maintenance and construction activities, which may affect such sites.
- 4. A Joint Committee of experts from both sides shall be established by the CAC to deal with archaeological issues of common interest.
- 5. The Palestinian side shall respect academic freedom and rights in this sphere.
- 6. Subject to academic considerations, and in accordance with the law, when the Palestinian side grants excavation licenses to archaeologists, researchers and academics, it shall do so without discrimination.
- 7. The Palestinian side shall ensure free access to archaeological sites, open to the public without discrimination.
- 8. Both sides shall inform each other, through the Joint Committee, of the discovery of new archaeological sites in the West Bank and the Gaza Strip.
- 9. Each side undertakes upon itself to respect sites in the West Bank and the Gaza Strip which are regarded as holy, or which hold archaeological value. Each side shall have the right to raise issues relating to those sites before the Joint Committee which will consider the issue raised and reach an agreement upon such issue.

The sites listed in Schedule 1 are of archaeological and historical importance to the Israeli side. The Israeli side may notify the Palestinian side of other sites which shall be added to this list. The Palestinian side will take into consideration that actions which may affect these sites shall be referred to the Joint Committee for full cooperation.

10. In areas transferred to the territorial jurisdiction of the Palestinian side, the Israeli side shall provide the Palestinian side with all archaeological records, including, inter alia, a list of all excavated sites and a detailed list and description of archaeological artifacts found since 1967.

With due consideration to the Palestinian demand that Israel shall return all archaeological artifacts found in the West Bank and the Gaza Strip since 1967, this issue shall be dealt with in the negotiations on the final status.

11.

- a. Both sides shall take all necessary steps to prevent the theft of archaeological artifacts.
- b. Both sides shall enforce the prohibitions on illegal trading in archaeological artifacts and shall, in this context, prevent any transfer of such artifacts to Israel or abroad.
- c. In this regard, and with a view to safeguarding their common interests, Israel and the Palestinian side shall cooperate, exchange information and take necessary measures to combat the theft of, and illegal trade and transport of archaeological artifacts, including between areas under the territorial jurisdiction of the two sides, coordinating such activity through the Joint Committee.

ARTICLE 3 Assessments

Powers and responsibilities in the sphere of Assessments in the West Bank and the Gaza Strip will be transferred from the military government and its Civil Administration to the Palestinian side. This sphere includes, inter alia, the licensing of assessors.

ARTICLE 4 Banking and Monetary Issues

- 1. This sphere includes, inter alia, issues relating to foreign currency services, regulation, licensing, supervision and inspection of banking activities, and the regulation and supervision of capital activities, and powers and responsibilities relating to monetary policies, all as formulated in Annex V (Protocol on Economic Relations).
- 2. The Bank of Israel (BOI) shall furnish the Palestinian Monetary Authority (PMA) with the relevant information and reports relating to the activities of the banks operating in the West Bank prior to the transfer of powers and responsibilities in this sphere.

- 3. The BOI and the PMA will continue to have ongoing discussions and exchange of information on matters of mutual interest, including, in particular, banking and monetary issues.
- 4. The BOI and PMA will cooperate in order to facilitate the movement of "notes" between commercial banks and other financial institutions and between them and the PMA in, within and between the West Bank and the Gaza Strip.

ARTICLE 5 Civil Administration Employees

- 1. The Palestinian side will continue to employ the Palestinian employees of the Civil Administration who are currently employed without derogating from the powers and responsibilities of the Palestinian side to deal with all employee related matters. The Palestinian side shall maintain the rights, including pension rights, of present and former employees.
- 2. In accordance with Article XX of the Agreement (Rights, Liabilities and Obligations):
 - a. The Palestinian side shall assume the Civil Administration's statutory and contractual obligations towards Palestinian employees and pensioners, regarding their rights and the payment of their pensions, and Israel will cease to bear any financial responsibility in this regard.
 - b. If Israel is sued with regard to the aforesaid rights, the Palestinian side will reimburse Israel for the full amount awarded by any court or tribunal. The Israeli side shall notify the Palestinian side about any claim against it in this respect and shall enable the Palestinian side to participate in defending the claim.
- 3.
- a. The Palestinian side will deduct from the salaries and pensions paid in accordance with paragraph 1 above, those sums owing in respect of loan repayments to Yahav Bank for Government Employees Ltd., and will transfer these to Yahav bank through the Israeli side.
- b. The Israeli side will provide the Palestinian side with a list detailing the monthly loan repayments to be deducted and transferred in respect of each employee or pension receiver under subparagraph 3.a above.

ARTICLE 6 Commerce and Industry

- 1. This sphere includes, inter alia, import and export, the planning, formulation and implementation of policies, as well as the licensing and supervision of all industrial and commercial activities, including commodities, services, weights and measures and the regulation of commerce.
- 2. In authorizing the establishment and operation of industrial plants, factories or concerns in the West Bank and the Gaza Strip, both sides shall ensure that there is no detrimental impact on the environment, and on the safety of the other side.

Matters regarding the environment are dealt with in Article 12 (Environmental Protection).

- 3. The production and use of weapons, ammunition or explosives are dealt with in Article XIV of the Agreement and in Annex I.
- 4. The economic aspects of this sphere are dealt with in Annex V (Protocol on Economic Relations).

ARTICLE 7 Comptrol

Powers and responsibilities in the sphere of Comptrol in the West Bank and the Gaza Strip will be transferred from the military government and its Civil Administration to the Palestinian side.

This sphere includes, inter alia, the institution of controls and proper supervision over the activities of all offices of the Palestinian side, and the licensing of auditors.

ARTICLE 8 Direct Taxation

- 1. Powers and responsibilities in the sphere of Direct Taxation in the West Bank and the Gaza Strip will be transferred from the Israeli side to the Palestinian side. This sphere includes, inter alia, income tax on individuals and corporations, property taxes, municipal taxes and fees, in accordance with Article V of the Protocol on Economic Relations as replaced by Appendix I of the Supplement to the Protocol (hereinafter "Article V").
- 2.
- a. In Area C, the powers and responsibilities regarding property tax will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council. However, the property tax will be collected by the Israeli side, in cooperation and coordination with the Palestinian side, and the income will be transferred to the Council.
- b. The powers and responsibilities of the Israeli side for levying and collection of income tax and deduction at source, with regard to Israelis (including corporations in which the majority of shares which grant rights to distribution of profits are held by Israelis) in respect of income accrued or derived in Area C outside the Settlements and military locations, will be exercised according to the Palestinian tax code and the tax collected will be remitted to the Palestinian side.
- 3. Tax enforcement in the West Bank and the Gaza Strip shall be in accordance with applicable laws and in accordance with the provisions of this Agreement.
- 4. The provisions of this Article and of Article V shall be implemented on 1.1.96. The provisions set forth in paragraphs 5-8 of Article V shall be in force until

31.12.96, and will continue for an additional period upon the mutual agreement of the two tax authorities.

ARTICLE 9 Education and Culture

Powers and responsibilities in the sphere of Education and Culture in the West Bank and in the Gaza Strip will be transferred from the military government and its Civil Administration to the Palestinian side. This sphere includes, inter alia, responsibility over schools, teachers, higher education, special education and private, public, nongovernmental and other cultural and educational activities, institutions and programs and all movable and immovable education property.

ARTICLE 10 Electricity

Both sides have agreed to continue the negotiations concerning the sphere of Electricity after the signing of this Agreement, with a view to reaching an agreement within three months, based on the following merged version, pending which the existing status quo in the sphere of electricity in the West Bank and the Gaza Strip shall remain unchanged. IEC personnel and equipment shall be guaranteed free, unrestricted and secure access to the electricity grid.

(Merged Version)

- 1. The Israeli side shall transfer to the Palestinian side, and the Palestinian side shall assume, all powers and responsibilities in this sphere [I: in Areas A and B] [P: in the West Bank] that are presently held by the military government and its Civil Administration, including the power to set tariffs and issue licenses [P:, as well as all existing property related to this sphere and the grid, as defined in paragraph 4]. [I: In Area C, powers and responsibilities relating to this sphere will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory, except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.]
- 2. The Palestinian Energy Authority (PEA) will have the authority to issue licenses and to set rules, tariffs and regulations in order to develop electricity systems [I: under the responsibility of the Palestinian side] in the West Bank. In addition, the PEA shall have the right to construct transmission lines, distribution lines, power stations and the [I: Palestinian part of the] inter-regional electricity connection [I: scheme], in the West Bank. [I: Such construction which is intended to be connected or related to the IEC grid, or which is in Area C, shall be subject to prior Israeli consent.]
- 3. Pending the establishment of an independent Palestinian electricity supply system or of other supply sources, the Israel Electric Company (IEC) shall continue to supply the electricity in order to meet existing and future expected demand in the West Bank. All aspects of supply of electricity to the Palestinian side by IEC shall be dealt with in a commercial agreement, similar to commercial agreements and prices agreed upon for major bulk Israeli consumers.

- 4. For the purpose of this Article the term "grid" shall include lines, cables, transformers, substations, circuit-breakers, switches, protection devices and metering equipment, of all different voltage levels. [P: The grid in the West Bank shall be transferred to the Palestinian side] [I: IEC will retain full responsibility for the operation, maintenance and development of the IEC grid. For this purpose IEC personnel, vehicles and equipment shall be entitled to free, unrestricted and secure access to this grid.]
- 5. The Israeli side shall retain full responsibility for the [I: supply of electricity to the Israeli settlements and the military locations through the IEC grid.] [P: operation and maintenance of the electricity supply systems within the Israeli settlements and the military locations.]
- 6. [I: Subject to the terms of the commercial agreement referred to in paragraph 3 above, which shall include, inter alia, provisions concerning safety and technical standards, dedicated feeders and segments of lines branching from feeders supplying Palestinian consumers, will be transferred to the Palestinian side.] [P: The Israeli side shall transfer to the Palestinian side all existing property related to this sphere and the grid, as defined in paragraph 4, in the West Bank.]
- 7. The PEA will be authorized to implement, in the grid [I: under the responsibility of the Palestinian side] [P: in the West Bank], the outcome of the technical studies currently being undertaken concerning the following:
 - a. The rehabilitation of existing distribution systems.
 - b. Upgrading of protection systems.
 - c. Construction of control systems.
 - d. Implementation of transmission and distribution schemes.
- 8. Both sides shall establish a Joint Electricity Subcommittee. The functions of the committee shall be to deal with the issues of mutual interest concerning electricity and to implement the provisions of this Article including, inter alia: finalization of the commercial agreement, cooperation in technical issues and arrangements concerning the transfer of agreed systems.

[P:9. In light of the proposal that was submitted by President Arafat in the last round of negotiations which was later reassured by Mr. Peres, Israeli Foreign Minister, both sides shall agree on an international arbitration company to deal with the transfer of the electrical grid in the West Bank.]

ARTICLE 11 Employment

- 1. Powers and responsibilities of the Civil Administration in the sphere of Employment in the West Bank and the Gaza Strip will be transferred to the Palestinian side.
- 2. This sphere includes, inter alia, organizing and planning, from the Palestinian side, the employment of the Palestinians who work or intend to work in Israel

and in the Settlements, as well as collecting information and building a data base.

- 3. The Palestinian side will provide the Israeli side with details of Palestinian workers seeking jobs in Israel and in the Settlements. When Israel makes positive decisions, Israel will issue the necessary permits.
- 4. The Israeli side will continue to provide the assistance currently granted to Palestinian workers who work in Israel or in the Settlements, regarding their social rights according to the prevailing laws.
- 5. A joint committee will be established after the signature of this Agreement to set the procedures and arrangements relating to this sphere and their implementation, including the matters of employment injuries.
- 6. Israel will provide the Palestinian side with lists of all Palestinian employees from whose wages Israel deducts health fees ("health stamp") and lists of retired Palestinian employees receiving pensions paid through the Payment Section of the Israeli Employment Service.
- 7. Israel will notify the Palestinian side of amendments made in the laws and regulations that relate to Palestinians employed in Israel or in the Settlements.
- 8. Issues relating to the placement and rights of the Palestinians employed in Israel are dealt with in Article VII of Annex V (Protocol on Economic Relations).

ARTICLE 12 Environmental Protection

A. Transfer of Authority

The Palestinian side and Israel, recognizing the need to protect the environment and to utilize natural resources on a sustainable basis, agreed upon the following:

- 1. This sphere includes, inter alia, licensing for crafts and industry, and environmental aspects of the following: sewage, solid waste, water, pest control (including anti-malaria activities), pesticides and hazardous substances, planning and zoning, noise control, air pollution, public health, mining and quarrying, landscape preservation and food production.
- 2. The Israeli side shall transfer to the Palestinian side, and the Palestinian side shall assume, powers and responsibilities in this sphere, in the West Bank and the Gaza Strip that are presently held by the Israeli side, including powers and responsibilities in Area C which are not related to territory.

In Area C, powers and responsibilities in this sphere related to territory (which only include environmental aspects of sewage, solid waste, pesticides and hazardous substances, planning and zoning, air pollution, mining and quarrying and landscape preservation) will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.

- B. Cooperation and Understandings
 - 3. Both sides will strive to utilize and exploit the natural resources, pursuant to their own environmental and developmental policies, in a manner which shall prevent damage to the environment, and shall take all necessary measures to ensure that activities in their respective areas do not cause damage to the environment of the other side.
 - 4. Each side shall act for the protection of the environment and the prevention of environmental risks, hazards and nuisances including all kinds of soil, water and air pollution.
 - 5. Both sides shall respectively adopt, apply and ensure compliance with internationally recognized standards concerning the following: levels of pollutants discharged through emissions and effluents; acceptable levels of treatment of solid and liquid wastes, and agreed ways and means for disposal of such wastes; the use, handling and transportation (in accordance with the provisions of Article 38 (Transportation)) and storage of hazardous substances and wastes (including pesticides, insecticides and herbicides); and standards for the prevention and abatement of noise, odor, pests and other nuisances, which may affect the other side.
 - 6. Each side shall take the necessary and appropriate measures to prevent the uncontrolled discharge of wastewater and/or effluents to water sources, water systems and water bodies, including groundwater, surface water and rivers which may affect the other side, and to promote the proper treatment of domestic and industrial wastewater, as well as solid and hazardous wastes.
 - 7. Both sides shall ensure that a comprehensive Environmental Impact Assessment (EIA) shall be conducted for major development programs, including those related to industrial parks and other programs detailed in Schedule 2.
 - 8. Both sides recognize the importance of establishing new industrial plants in their respective areas within planned and approved industrial zones, subject to the preparation of comprehensive EIAs, and shall endeavor to ensure compliance with the above.
 - 9. Both sides recognize the importance of taking all necessary precautions to prevent water and soil pollution, as well as other safety hazards in their respective areas, as a result of the storage and use of gas and petroleum products, and shall endeavor to ensure compliance with the above.
 - 10. Pending the establishment of appropriate alternative sites by the Palestinian side, disposal of chemical and radioactive wastes will be only to the authorized sites in Israel, in compliance with existing procedures in these sites. The construction operation and maintenance of the alternative facilities will follow internationally accepted guidelines, and will be implemented pursuant to the preparation of EIAs.
 - 11. Both sides shall cooperate in implementing the ways and means required to prevent noise, dust and other nuisances from quarries, which may affect the

other side. To this end the Palestinian side shall take all necessary and appropriate measures, in accordance with the provisions of this Agreement, against any quarry that does not meet the relevant environmental standards.

- 12. Both sides recognize the importance of taking all necessary and appropriate measures in their respective areas for the monitoring and control of insect-transmitted diseases including sand flies, anopheles and all other mosquito species, and shall endeavor to ensure compliance with the above.
- 13. Both sides shall cooperate in implementing internationally accepted principles and standards relating to environmental issues of global concern, such as the protection of the ozone layer.
- 14. Israel and the Palestinian side shall cooperate in implementing principles and standards, which shall conform with internationally accepted principles and standards, concerning the protection of endangered species and of wild fauna and flora, including restriction of trade, conservation of migratory species of wildlife and preservation of existing forests and nature reserves.
- 15. Israel and the Palestinian side shall respectively operate an emergency warning system in order to respond to events or accidents which may generate environmental pollution, damage or hazards. A mechanism for mutual notification and coordination in cases of such events or accidents will be established.
- 16. Recognizing the unsatisfactory situation of the environment in the West Bank, and further recognizing the mutual interest in improving this situation, Israel shall actively assist the Palestinian side, on an ongoing basis, in attaining this goal.
- 17. Each side shall promote public awareness on environmental issues.
- 18. Both sides shall work on appropriate measures to combat desertification.
- 19. Each side shall control and monitor the transfer of pesticides and any internationally banned and restricted chemicals in their respective areas.
- 20. Each side shall reimburse the other for environmental services granted in the framework of mutually agreed programs.
- 21. Both sides shall cooperate in the carrying out of environmental studies, including a profile, in the West Bank.
- 22. For the mutual benefit of both sides, the relevant Israeli authorities and the Palestinian Environmental Protection Authority and/or other relevant Palestinian authorities shall cooperate in different fields in the future.

Both sides will establish an Environmental Experts Committee for environmental cooperation and understandings.

ARTICLE 13 Fisheries

- 1. This sphere includes, inter alia, licensing of fishermen, marine agriculture and vessels' permits, in the Gaza Strip.
- 2. Security restrictions are dealt with in Article XIV (Security along the Coastline to the Sea of Gaza) of Annex I.

ARTICLE 14 Forests

- 1. Powers and responsibilities in the sphere of Forests in the West Bank and the Gaza Strip shall be transferred from the military government and its Civil Administration to the Palestinian side. This sphere includes, inter alia, the establishment, administration, supervision, protection, and preservation of all forests (planted and unplanted).
- 2. In Area C, powers and responsibilities related to the sphere of Forests will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- 3. The Palestinian side shall safeguard, protect and preserve all forests in the West Bank and the Gaza Strip. The Palestinian side shall take all necessary measures to ensure the protection and prevention of damage to said forests.
- 4. The Palestinian side shall have the right to plant new forests for, inter alia, protection of soil from erosion and desertification, and landscaping purposes, bearing in mind safety and security considerations concerning main roads and infrastructure.
- 5. Both sides shall cooperate in matters regarding the protection and preservation of forests, including fire extinguishing and pest control, and shall exchange information on issues relating to pests, diseases and scientific research.
- 6. The Israeli side shall coordinate with the Palestinian side activities in Area C, outside Settlements and military locations, which may change the existing status of this sphere.

ARTICLE 15 Gas, Fuel and Petroleum

- 1.
- a. This sphere includes, inter alia, the planning, formulation and implementation of policies, as well as the licensing and supervision of gas, fuel and petroleum facilities. For the purposes of this paragraph, "gas, fuel and petroleum facilities" shall include, inter alia, all gas and petrol stations, installations, terminals and infrastructure, as well as agencies for the marketing, distribution, transportation, storage, sale or supply of gas, fuel or petroleum products. This sphere also includes the licensing and supervision of the import, export, and transportation in addition to the exploration, production and distribution of gas, fuel and petroleum.

- b. In Area C, powers and responsibilities regarding exploration and production of oil and gas shall be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory except for the issues that will be negotiated in the permanent status negotiations during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- 2. In authorizing the establishment and operation of gas, fuel and petroleum facilities as defined in paragraph 1, the Palestinian side shall ensure that there is no detrimental impact on the environment or on the safety of Israel, the Settlements and military installations and that a safety distance from Israel, the Settlements and military installations is observed. Accordingly, the Palestinian side shall apply the American, British and/or Israeli safety and environmental standards.
- 3. The color of all gas cylinders in use by Palestinians in the West Bank and the Gaza Strip shall be different than that in use in Israel and by Israelis.

4.

- a. The Palestinian side will notify the Israeli side of any exploration and production of oil and gas carried out by the Palestinian side or with its permission.
- b. Israel and the Palestinian side agree to cooperate concerning production of oil and gas in cases of joint geological structures.

5.

- a. All transportation of gas or fuel products, in Israel and in the West Bank and the Gaza Strip, shall be in accordance with the respective laws applying which, in any event, shall not fall short of the international requirements and standards concerning safety and environmental protection as applied by Israel. The transportation of gas and fuel products into Israel, the Settlements and military installations shall further be subject to the requirements and modalities regarding entry into Israel.
- b. In order to facilitate the movement of transportation of gas or fuel products in the West Bank and the Gaza Strip -
 - (1) The Palestinian side will issue permits to Palestinian owners, drivers and escorts of vehicles transporting gas or fuel products. The issue of such permits shall be governed by the criteria regarding recruitment to the Palestinian police according to this Agreement. The issue of such permits is not contingent upon the approval of the Israeli side. The Palestinian side shall notify the Israeli side of the permits issued by it.
 - (2) The Palestinian side shall ensure that vehicles transporting gas or fuel products, as well as their parking lots, shall be guarded against any theft or unauthorized use.

The Palestinian side shall inform the Israeli side, at the earliest opportunity, of any suspected theft or unauthorized use of such vehicles.

- 6. The Israeli side shall cooperate with the Palestinian side with regard to the establishment by the Palestinian side of 3-4 storage facilities for gas and petroleum, including in facilitating, inter alia, location, land and technical assistance in order to secure the purchasing needs of the Palestinians from the Israeli market.
- 7. Matters regarding the environment and transportation are dealt with in Article 12 (Environmental Protection) and Article 38 (Transportation), respectively.

ARTICLE 16 Government and Absentee Land and Immovables

- 1. Powers and responsibilities of the Custodian of Government and Absentee Property (hereinafter "the Custodian") in the West Bank and the Gaza Strip with regard to Government and Absentee Land and immovables, shall be transferred from the military government and its Civil Administration to the Palestinian side.
- 2. In Area C, powers and responsibilities relating to this sphere will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory, except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- 3. The Palestinian side shall respect the legal rights of Israelis (including corporations owned by Israelis) related to Government and Absentee land located in the areas under the territorial jurisdiction of the Council.
- 4.
- a. The Palestinian courts shall be empowered to deal with disputes regarding rights relating to land.
- b. Notwithstanding the above, when an Israeli or a Palestinian considers that his or her rights may be affected by any enforcement, confirmation or registration proceedings, he or she may request, within 30 days from the receipt of the information by the CAC in accordance with subparagraph c. below, that the issue be brought before a Professional Joint Committee established by the two sides (hereinafter - "the Joint Committee"), prior to the carrying out of such proceedings. The Joint Committee shall convene within 14 days from the submission of the objection to deal with all the relevant aspects pertaining to the issue and decide whether to approve the carrying out of the proceedings regarding which the objection has been submitted.

Pending an approval by the Joint Committee, no enforcement, confirmation or registration, regarding which the objection has been put forward, may be carried out or registered in the Land Registry or in any other relevant registry.

c. For the purpose of this paragraph, the Palestinian side shall, at the earliest opportunity, provide the CAC with the information regarding any judgment

or any request for enforcement, confirmation or registration (including First Registration of land), which may affect the rights of Israelis.

ARTICLE 17 Health

- 1. Powers and responsibilities in the sphere of Health in the West Bank and the Gaza Strip will be transferred to the Palestinian side, including the health insurance system.
- 2. The Palestinian side shall continue to apply the present standards of vaccination of Palestinians and shall improve them according to internationally accepted standards in the field, taking into account WHO recommendations. In this regard, the Palestinian side shall continue the vaccination of the population with the vaccines listed in Schedule 3.
- 3. The Palestinian side shall inform Israel of any Israeli hospitalized in a Palestinian medical institution upon his or her admission. Arrangements for moving such hospitalized Israelis shall be agreed upon in the joint committee.
- 4. The Palestinian side, on the one hand, and the Israeli Ministry of Health or other Israeli health institutions, on the other, shall agree on arrangements regarding treatment and hospitalization of Palestinians in Israeli hospitals.
- 5. The Israeli authorities shall endeavor to facilitate the passage of Palestinian ambulances within and between the West Bank and the Gaza Strip and Israel, subject to the provisions of Annex I.
- 6. Israel and the Palestinian side shall exchange information regarding epidemics and contagious diseases, shall cooperate in combating them and shall develop methods for exchange of medical files and documents.
- 7. The health systems of Israel and of the Palestinian side will maintain good working relations in all matters, including mutual assistance in providing first aid in cases of emergency, medical instruction, professional training and exchange of information.
- 8.
- The Palestinian side shall act as guarantor for all payments for Palestinian patients admitted to Israeli medical institutions, on condition that they receive prior approval from the Palestinian health authorities.
- Notwithstanding the above, in all cases of the emergency hospitalization in Israel of a sick or injured Palestinian not arranged in advance via the Ministry of Health of the Council, the Israeli hospital shall report to the Palestinian side directly and immediately, and in any case not more than 48 hours after the admission, the fact of the admission and the person's condition and diagnosis. The report shall be made by telephone and fax and the Israel Ministry of Health shall be informed at the same time.

Within 24 hours of the receipt of the said report, the Palestinian side must either give an undertaking to cover all the costs of the hospitalization or remove the patient, by its own means, to a Palestinian hospital.

Should the Palestinian side have done neither of these in the given time, the Israeli hospital shall remove the patient in an Israeli vehicle and charge all costs to the Palestinian side at the accepted Israeli rate.

In all cases, the Palestinian side shall cover all hospitalization costs from admission to discharge to the territory of the Palestinian side.

Should the Israeli hospital not report as required to the Palestinian side, the hospital itself shall bear all costs.

- 9. A committee established through the CAC shall facilitate coordination and cooperation on health and medical issues between the Palestinian side and Israel.
- 10. Imports of pharmaceutical products to the West Bank and the Gaza Strip shall be in accordance with general arrangements concerning imports and donations, as dealt with in Annex V (Protocol on Economic Relations).

ARTICLE 18 Indirect Taxation

- 1. This sphere includes, inter alia, VAT, purchase taxes on local production and import taxes, as well as any other indirect taxes, as formulated in Annex V (the Protocol on Economic Relations).
- 2. In order to foster regional trade between the Palestinian territories and external markets, various storage facilities can be established at the entry points at the Rafah and Allenby Bridge terminals, for temporary storage purposes (by Palestinian companies and the Palestinian Customs Department) before the customs clearance of goods. The specific locations and arrangements for the above will be agreed upon by the Joint Economic Committee.

The administration of these storage facilities will be according to the provisions relating to freight shipments detailed in Article III of Annex V (the Protocol on Economic Relations). Detailed arrangements and procedures will be agreed upon between the two sides.

- 3. If there will be additional entry points in which paragraph 14.a of Article III of Annex V will be implemented, additional storage facilities as those detailed in paragraph 2 above can be established there too.
- 4. While ongoing permanent Israeli businesses situated in Area C outside the Settlements and military locations will be registered for VAT purposes with the Israeli side, the rules of Palestinian VAT legislation will apply to these businesses and the Israeli side will transfer to the Palestinian side the net VAT collected from these businesses after deduction of their refunds. The above will be coordinated with the Palestinian side.

For this purpose, an Israeli includes a corporation in which the majority of shares which grant rights to distribution of profits are held by Israelis.

5. Tax enforcement in the West Bank and the Gaza Strip shall be in accordance with applicable laws and in accordance with this Agreement.

ARTICLE 19 Insurance

- 3. This sphere includes, inter alia, the licensing of insurers and insurance agents, and the supervision of their activities, including supervision of insurers' deposits and funds and the road safety fund.
- 4. Arrangements regarding the compulsory insurance of motor vehicles and the compensation of road accident victims are dealt with in Article XI (Insurance Issues) of Annex V (Protocol on Economic Relations) (hereinafter: Article XI).
- 5.
- a. The Existing Fund, as defined in Article XI, shall be transferred to the Palestinian side. This transfer will include all the Existing Fund's assets and liabilities.
- b. The Palestinian side shall be responsible for all liabilities of the Existing Fund whether arising from accidents occurring prior or subsequent to the date of transfer.
- c. Accordingly, Israel will cease to bear any financial responsibility in this respect. If Israel is sued with regard to the aforesaid liabilities, the Palestinian side will reimburse Israel for the full amount awarded by any court or tribunal. The Israeli side shall notify the Palestinian side about any claim against it in this respect and shall enable the Palestinian side to participate in defending the claim.
- 6. With a view to assisting the Palestinian side to deal with claims against the Existing Fund, the following provisions shall apply:
 - a. A joint experts committee shall be established to examine claims against the existing fund (hereinafter "the joint committee")
 - b. Without prejudice to paragraph 3.c above, the Joint Committee shall examine and estimate whether the assets of the Existing Fund are sufficient to meet its liabilities as they stand on the day of the transfer (in the Gaza Strip and Jericho Area the 4th of May 1994; in the West Bank the 10th of September 1995). In the event that the Joint Committee concludes that the Existing Fund's assets are not sufficient to meet its liabilities, the Israeli side shall cover the agreed deficit, including claims incurred but not reported (IBNR).

If the Joint Committee is unable to agree on the above amount, the matter shall be referred to the JEC (Joint Economic Committee).

- c. The Joint Committee shall submit recommendations to the Palestinian side concerning administrative or legal changes with a view to expediting settlement of the claims.
- d. The Joint Committee shall conclude its work within three months. The two sides may agree on a one time extension for another three months.
- 7. Additionally, the Israeli side will provide to the Palestinian side all the necessary assistance with regard to the Existing Fund, and advice and consultation when requested.
- 8. All claims, including pending claims, against the Existing Fund should not be brought before or heard by any Israeli court or tribunal and should only be brought before the Palestinian Courts. To this end, the two sides may take all necessary measures, including, if possible, the enactment of legislation.

ARTICLE 20 Interior Affairs

- 1. Powers and responsibilities in the sphere of Interior Affairs in the West Bank and the Gaza Strip will be transferred from the military government and its Civil Administration to the Palestinian side. This sphere includes, inter alia licensing of newspapers and publications and censorship of films and plays.
- 2. Municipal affairs are dealt with in Article 24 (Local Government).

ARTICLE 21 Labor

- 1. The sphere of Labor includes, inter alia, rights of workers, labor relations, labor conciliation, safety and hygiene in work places, labor accidents and compensation, vocational and professional training courses, cooperative associations, professional work associations and trade unions, heavy machinery equipment.
- 2. The two sides shall establish agreed procedures for mutual recognition of professional certificates and diplomas.
- 3. The Palestinian side shall ensure the completion of vocational and professional training courses currently being conducted by the Civil Administration. In this regard, the Civil Administration shall transfer to the Palestinian side a proportionate amount of fees received on account of such courses, relating to the period following the date of transfer.
- 4. The Palestinian side shall continue to hold vocational training courses, at least to the same extent as has been undertaken by the Civil Administration, inter alia, in the following professions: heavy-vehicle and public transport drivers, garage managers, vehicle technicians, vehicle testers, driving teachers and driving school managers.
- 5. Cooperative Associations, Professional Work Associations and Trade Unions should act in a manner that does not violate the Cooperative Associations laws, the Professional Work Associations laws and the Trade Unions laws.

- 6. The Palestinian side shall inform the Israeli side of any work related accident resulting in the injury of an Israeli. The Israeli side may conduct an investigation of such an accident in coordination with the Palestinian side.
- 7. All matters regarding the production and use of explosives and gunpowder shall be dealt with in Article XIV of this Agreement and Annex I.

ARTICLE 22 Land Registration

- 1. Powers and responsibilities in the sphere of Land Registration in the West Bank and the Gaza Strip will be transferred from the military government and its Civil Administration to the Palestinian side. This sphere includes, inter alia, registration in the Land Registry of real estate transactions, First Registrations of land, registration of courts' decisions, registration of parcelations pursuant to the Towns, Villages and Buildings Planning Law, No. 79, of 1966, and the administration of Land Registry offices and processes.
- 2. In Area C, powers and responsibilities relating to this sphere will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory, except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- 3. The Palestinian side shall respect the legal rights of Israelis (including corporations owned by Israelis) related to lands located in the areas under the territorial jurisdiction of the Council.
- 4.
- a. The Palestinian courts shall be empowered to deal with disputes regarding ownership of or rights relating to land.
- b. Notwithstanding the above, when an Israeli or a Palestinian considers that his or her rights may be affected by any enforcement, confirmation or registration proceedings, he or she may request, within 30 days from the receipt of the information by the CAC in accordance with subparagraph c. below, that the issue be brought before a Professional Joint Committee established by the two sides (hereinafter - "the Joint Committee"), prior to the carrying out of such proceedings. The Joint Committee shall convene within 14 days from the submission of the objection to deal with all the relevant aspects pertaining to the issue and decide whether to approve the carrying out of the proceedings regarding which the objection has been submitted.

Pending an approval by the Joint Committee, no enforcement, confirmation or registration, regarding which the objection has been put forward, may be carried out or registered in the Land Registry or in any other relevant registry.

c. For the purpose of this paragraph, the Palestinian side shall, at the earliest opportunity, provide the CAC with the information regarding any judgment

or any request for enforcement confirmation or registration (including First Registration of land), which may affect the rights of Israelis.

ARTICLE 23 Legal Administration

- 1. Powers and responsibilities in the sphere of legal administration shall be transferred from the military government and its Civil Administration to the Palestinian Side.
- 2. This sphere includes, inter alia:
 - a. administration, planning and management of the Palestinian Judicial system and its different organs;
 - b. appointment of judges;
 - c. licensing and supervision of lawyers;
 - d. licensing and supervision of public notaries, and
 - e. registration of companies and intellectual property rights, including, but not limited to, patents and trademarks.
- 3. Registration of Companies:
 - a. The Israeli side shall transfer to the Palestinian side the Register of Companies in the West Bank.
 - b. Each side shall allow persons or legal entities of the other side to register companies in its register.
 - c. Each side shall ensure that its Register of Companies is open to the public for information.
 - d. Each side will provide the other side, upon request, and on a case-bycase basis, with updated information regarding the registration of companies, share ownership, charges and other relevant information held by their respective registrars of companies.

The two sides shall agree on arrangements for the exchange of updated information regarding the registration of companies.

- 4. Intellectual Property Rights:
 - a. Intellectual property rights include, inter alia, patents, industrial designs, trademarks, copyright and related rights, geographical indications and undisclosed information.

- (1) Each side shall use its best efforts to adopt in its legislation standards of protection of intellectual property compatible with those in the GATT Agreement on Trade Related Aspects of Intellectual Property (hereinafter "GATT-TRIPS").
- (2) Each side will strive to establish an adequate system for the examination of applications for registration of intellectual property rights compatible with those in GATT-TRIPS.
- c. Each side will recognize the copyright and related rights in original "literary and artistic works", including in particular, musical works, computer programs and audio and visual recordings, legally originating in the areas under the jurisdiction of the other side.
- d. Each side will recognize the undisclosed information rights originating in the areas under the jurisdiction of the other side.
- e.
- (1) In view of the free movement of industrial goods between Israel on the one hand and the West Bank and Gaza Strip on the other, each side when processing applications submitted by any resident or legal entity of the other side for the registration of patents, industrial designs, trade marks and geographic indications (hereinafter "Registered Rights"), shall expedite the examination process including publication for objections, for Registered Rights existing and in force in both areas, on the date of the transfer of powers and responsibilities in the sphere of legal administration.
- (2) In the event of a dispute between the registration of Registered Rights in Israel and their registration in the West Bank and Gaza Strip the registration of each side will apply in the areas under its jurisdiction.
- f. In the interest of promoting investment in the region, and in order to facilitate the protection by registration of intellectual property rights, the Palestinian side will, when processing applications for registration, take account of the fact that a particular right has been examined elsewhere.
- g. Without prejudice to the provisions contained in Annex IV (Protocol concerning Legal Affairs), each side will extend its administrative and judicial protection to intellectual property right-holders of the other side. The purpose of this protection is to permit effective action against any act of infringement of intellectual property rights under this Agreement, including expeditious remedies to prevent infringements, and remedies which constitute a deterrent to future infringements.
- h. The two sides will provide each other on a case-by-case basis with information regarding the registration of Registered Rights held by their respective Registrars of intellectual property rights.
- i. Both sides shall ensure that their Registers are open to the public.

5. Legal issues regarding criminal and civil jurisdiction of the Palestinian courts are dealt with in Annex IV (Protocol concerning Legal Matters).

ARTICLE 24 Local Government

1. This sphere includes, inter alia, formulation and implementation of Local Government policies, appointment of Local Government officials, approval of Local Government budgets, tenders, acquisitions, fees and tariffs, alteration of Local Government boundaries, creation and dissolution of Local Government, Local Government election processes, Local Government inspections and the creation of joint service councils, city councils, in their capacity as local planning committees, and the operation and maintenance of the municipal water and electricity distribution systems and pricing of these services.

The term "Local Government" in this Article includes municipal councils, village councils and all other communities which lack municipal status.

- 5. The Palestinian side has the right to make any and all alterations to the Local Government boundaries in the West Bank, within areas A and B as defined in this Agreement.
- 6. Issues relating to the provision of Local Government services to Settlements and to installations serving the Israeli military forces, are dealt with in the relevant Articles of this Appendix.
- 4. The Palestinian side shall give notice to the Israeli side of any Local Government elections. With a view to avoiding friction in the context of such elections, special security arrangements will be agreed in the security liaison mechanism.
- 5. In addition to the existing powers and responsibilities of a city council, in its capacity as local planning committee, it shall also be authorized to issue building permits for various purposes, including factories, hospitals and schools, in accordance and subject to existing detailed planning schemes in force.
- 6. Municipal authorities shall continue to supply water and electricity from existing systems in accordance with existing quantities and practices.
- 7. Matters regarding planning and zoning, water and electricity are dealt with in Article 27 (Planning and Zoning), Article 40 (Water and Sewage) and Article 10 (Electricity), respectively.

ARTICLE 25 Nature Reserves

1. Powers and responsibilities in the sphere of Nature Reserves in the West Bank and the Gaza Strip will be transferred from the military government and its Civil Administration to the Palestinian side and shall be assumed by it, including, inter alia, the establishment, declaration, administration, supervision, protection and preservation of Nature Reserves and of animal species, natural assets and plants.

- 2. In Area C, powers and responsibilities related to the sphere of Nature Reserves will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- 3. The Palestinian side shall safeguard and preserve the Nature Reserves in accordance with established scientific standards.
- 4. The two sides shall agree on methods of cooperation regarding the protection and preservation of Nature Reserves, through a Joint Committee of Experts from the two sides. This cooperation shall include exchange of information and data regarding issues such as animal and plant diseases, pests, and scientific research.
- 5. The two sides shall each take appropriate measures in order to protect Nature Reserves, Protected Natural Assets and species of animals, plants and flowers of special breeds, as well as to implement rules of behavior in Nature Reserves.
- 6. Each side shall enforce, within the areas under its responsibility, the regulations pertaining to hunting, and in particular the prohibition on hunting of protected and endangered species.
- 8. The Israeli side shall coordinate with the Palestinian side activities in Area C outside Settlements and military locations, which may change the existing status of this sphere.

ARTICLE 26 Parks

- 1. Powers and responsibilities in the sphere of Parks in the West Bank and the Gaza Strip will be transferred from the military government and its Civil Administration to the Palestinian side including, inter alia, the establishment, administration, supervision, protection, and development of Parks.
- 2. In Area C, powers and responsibilities relating to this sphere will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory, except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- 3. Each side, within the area under its responsibility, shall implement rules of behavior in Parks, and shall take necessary measures to avoid detrimental impacts on the scenery, and natural and cultural attractions.
- 4. The two sides shall make arrangements, including in matters relating to finance, for the mutual recognition of multi-site tickets issued by either side.
- 5. The above is without prejudice to the provisions of Article 32 (Religious Sites) and Article 2 (Archaeology).
- 6. The Israeli side shall coordinate with the Palestinian side activities in Area C, outside Settlements and military locations, which may change the existing status of this sphere.

ARTICLE 27 Planning and Zoning

- 1. Powers and responsibilities in the sphere of Planning and Zoning in the West Bank and the Gaza Strip shall be transferred from the military government and its Civil Administration to the Palestinian side. This includes initiating, preparing, amending and abrogating Planning Schemes, and other legislation pertaining to issues regulated by Planning Schemes (hereinafter: "Planning Schemes") issuing building permits and supervising and monitoring building activities.
- 2. In Area C, powers and responsibilities related to the sphere of Planning and Zoning will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- 3.
- a. The Palestinian side shall ensure that no construction close to the Settlements and military locations will harm, damage or adversely affect them or the infrastructure serving them.
- b. Accordingly, when the Palestinian side considers that a proposed Planning Scheme pertains to construction which may fall within subparagraph a. above (in particular: waste disposal sites; electric power stations and projects regarding sewage, hazardous materials or which may have a polluting impact), it shall provide the CAC with a copy of such a Planning Scheme prior to its entry into force.

A sub-committee established by the CAC shall, upon request by the Israeli side, discuss such Planning Scheme. Pending the decision of the committee, planning procedures shall not be concluded and no building activity shall be carried out pursuant to the said Planning Scheme.

ARTICLE 28 Population Registry and Documentation

- 1. Powers and responsibilities in the sphere of population registry and documentation in the West Bank and the Gaza Strip will be transferred from the military government and its Civil Administration to the Palestinian side.
- 2. The Palestinian side shall maintain and administer a population registry and issue certificates and documents of all types, in accordance with and subject to the provisions of this Agreement. To this end, the Palestinian side shall receive from Israel the population registry for the residents of the West Bank and the Gaza Strip in addition to files and records concerning them, as follows:
 - Notices of births.
 - Old handwritten records of births and deaths and the indexes from 1918 till 1981.

- Photographs file with all its equipment.
- All computer devices and equipment with all accessories (screens, printers and communications equipment).
- 3. A Joint Committee will be established to solve the reissuance of identity cards to those residents who have lost their identity cards.
- 4. The existing identity card of the present residents, as well as of new residents, shall be substituted by a new identity card with a new I.D. number. Such substituted identity cards shall be issued by the Palestinian side and shall bear its symbols. New identification numbers may be issued by the Palestinian side a year after the signing of this Agreement. The new identification numbers and the numbering system will be transferred to the Israeli side. All titles and values in such identity cards will be in Arabic and Hebrew, and the number of such identity cards will be in Arabic numerals (i.e. 0-9).
- 5. Possession of the aforementioned identity card, whether it was issued by the military government and its Civil Administration or substituted or issued by the Palestinian side, and any other necessary documents, notification of which will be given to the Palestinian side through the CAC, shall be required for entry into Israel by residents.
- 6. Safe passage between the Gaza Strip and the West Bank, as provided for in <u>Annex I</u>, shall require the possession of the aforementioned identity card, whether it was issued by the military government and its Civil Administration or substituted or issued by the Palestinian side, and any other necessary documents, notification of which will be given to the Palestinian side through the CAC.
- 7. Israel recognizes the validity of the Palestinian passports/travel documents issued by the Palestinian side to Palestinian residents of the West Bank and the Gaza Strip in accordance with the Gaza-Jericho Agreement and this Agreement. Such passports/travel documents shall entitle their holders to exit abroad through the passages or through Israeli points of exit.
- 8. The holder of a VIP Palestinian passport/travel document will pass the international passages free of the fees and will enjoy VIP treatment in the Israeli international exit points.
- 9. Special VIP certificates may be issued as concluded in the Protocol regarding Arrangements with respect to Passages of October 31, 1994, and in this Agreement.
- 10. In order to ensure efficient passage procedures and to avoid discrepancies and with a view to enabling Israel to maintain an updated and current registry, the Palestinian side shall provide Israel, on a regular basis through the CAC, with the following information regarding passports/travel documents and identity cards:
 - a. With respect to passports/travel documents: full name, mother's name, ID number, date of birth, place of birth, sex, profession, passport/travel

document number and date of issue and a current photograph of the person concerned.

b. With respect to identity cards: identity card number, full name, mother's name, date of birth, sex and religion and a current photograph of the person concerned.

The Palestinian side shall inform Israel of every change in its population registry, including, inter alia, any change in the place of residence of any resident.

- 11. To reflect the spirit of the peace process, the Palestinian side has the right, with the prior approval of Israel, to grant permanent residency in the West Bank and the Gaza Strip to:
 - a. investors, for the purpose of encouraging investment;
 - b. spouses and children of Palestinian residents, and
 - c. other persons, for humanitarian reasons, in order to promote and upgrade family reunification.
- 12. The Palestinian side shall have the right to register in the population registry all persons who were born abroad or in the Gaza Strip and West Bank, if under the age of sixteen years and either of their parents is a resident of the Gaza Strip and West Bank.
- 13.
 - a. Persons from countries not having diplomatic relations with Israel who visit the Gaza Strip and the West Bank shall be required to obtain a special visitor's permit to be issued by the Palestinian side and cleared by Israel. Requests for such permits shall be filed by any relative or acquaintance of the visitor, who is a resident, through the Palestinian side, or by the Palestinian side itself. All titles and values in such permits will be in English.
 - b. Visitors to the Gaza Strip and the West Bank shall be permitted to remain in these areas for a period of up to three months granted by the Palestinian side and cleared by Israel. Such visitors can enter Israel during the validity of their visit permit, without any need for another permit.

The Palestinian side may extend this three months period for an additional period of up to four months. The Palestinian side will notify Israel of this extension. Any further extensions require the approval of Israel.

The Palestinian side may, upon clearance by Israel, issue visitors' permits for the purpose of study or work, for a period of one year which may be extended by agreement with Israel. In any event, the duration of such visitors' permits shall not exceed the period of validity of the said visitors' passports or travel documents. The Palestinian side may grant permanent residency to the employees upon agreement with Israel.

- 14. Persons from countries having diplomatic relations with Israel who visit the Gaza Strip and the West Bank shall either be required to obtain the aforementioned visitor's permit or to hold a valid passport and an Israeli visa, when required. Such visitors can enter Israel during the validity of their visit permit, without any need for another permit.
- 15. The Palestinian side shall ensure that visitors referred to above shall not overstay the duration of their entry permit and authorized extensions.
- 16. The Palestinian side shall use, in the West Bank and the Gaza Strip, Palestinian revenue stamps and shall determine their required fees.
- 17. The CAC will establish a subcommittee to supervise the implementation of this Article.

ARTICLE 29 Postal Services

- 1. This sphere includes, inter alia, the planning, formulation and implementation of policies, as well as the management and supervision of post offices, postal services and all monetary transactions and activities in postal units (publicly known as "the Postal Bank").
- 2. The Palestinian side shall issue postage stamps and postal stationery (hereinafter "stamps"), date stamps and all other related materials, subject to the following provisions:
 - a. Stamps shall include only the terms "the Palestinian Council" or "the Palestinian Authority", the face value and the subject. Should date stamps include the name of the issuing authority, only the abovementioned terms may be used.
 - b. The face value shall be stated only in one of the agreed legal currencies circulating in the West Bank and the Gaza Strip as detailed in Annex V (Protocol on Economic Relations).
 - c. The design, symbols, wording and subjects of stamps and date stamps issued by the Palestinian side will be in the spirit of the peace.
- 3. In setting postal rates for international postal services, both sides shall coordinate in such a way as to prevent mutual economic harm.
- 4. Both sides shall ensure the efficient transmission and delivery of postal items, including parcels, destined for or originating from the other side. Similarly, they shall ensure the efficient transmission and delivery of such postal items arriving from, or destined for, foreign countries.
- 5. The modalities and arrangements for sending and receiving all postal items, including parcels, between the two sides will be arranged by means of a commercial agreement between the Israel Postal Authority and the Palestinian side.

- a. The modalities and arrangements for sending and receiving postal items, including parcels, between the Palestinian side and foreign countries, will be arranged by means of commercial agreements between the PLO, for the benefit of the Palestinian side, and the Postal Authorities of Jordan and Egypt, and a commercial agreement between the Palestinian side and the Israel Postal Authority.
- b. Without derogating from the generality of paragraph 5 of Article IX of this Agreement (Foreign Relations), the status of the Palestinian side to this Agreement in the Universal Postal Union will remain as it is at present, and the Palestinian side will not be party to any action to alter or change its status.
- 7. The relevant customs principles detailed in Annex V (Protocol on Economic Relations) shall also apply to postal items, including parcels transmitted to the West Bank and the Gaza Strip.

ARTICLE 30 Public Works and Housing

- 1. Powers and responsibilities in the sphere of Public Works and Housing in the West Bank and the Gaza Strip shall be transferred from the military government and its Civil Administration to the Palestinian side. This sphere includes, inter alia, the maintenance and repair of roads and Housing Department affairs.
- 2.
- a. In Area C, powers and responsibilities related to the sphere of Public Works and Housing will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- b. In exercising its powers and responsibilities in Area C, the Israeli side shall, as far as possible, employ Palestinians in carrying out road works.
- 3.
- a. The Palestinian side shall maintain the roads and be guided by international standards for road maintenance and construction, and shall ensure compatibility in said standards with neighboring countries. Additionally, the Palestinian side shall carry out any necessary works in order to ensure the proper condition of road infrastructure, including the cleaning of culverts and ditches, and shall keep the roads clear and free of all physical obstacles.
- b. Upon the request of the Israeli side any necessary work stipulated in subparagraph a above may be carried out by either one side or the two sides together after full coordination between them.

- a. The Palestinian side shall notify the Israeli side and road users, in a reasonable time and prior to having significant activities which may disturb the regular flow of traffic on roads or which may affect infrastructure located in proximity to roads.
- b. Whenever both sides consider that the above activities affect the movement on roads or the infrastructure located in proximity to such roads, these activities shall be carried out in coordination between the Israeli and Palestinian sides.
- 5. A professional joint committee shall be established by the CAC to deal with issues requiring coordination and cooperation in this sphere, including the coordination of road works on roads in the West Bank serving both Palestinians and Israelis.

ARTICLE 31 Quarries and Mines

- 1. Powers and responsibilities in the sphere of Quarries and Mines in the West Bank and the Gaza Strip shall be transferred from the military government and its Civil Administration to the Palestinian side including, inter alia, the licensing and supervision of the establishment, enlargement, and operation of quarries, crushing facilities and mines (hereinafter "quarries").
- 2. In Area C, powers and responsibilities relating to this sphere will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory, except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- 3.
- a. Rights of Israelis (including corporations owned by Israelis) regarding quarries situated within the areas under the territorial jurisdiction of the Palestinian side, which are not operative, may be purchased by the Palestinian side, with the consent of the Israeli concerned, through a joint committee which shall be established by the CAC for this purpose. The sum to be paid to each Israeli with regard to his rights in the said quarries shall be based upon the investments made by him in the site. The Israeli side shall freeze licenses to such quarries. Pursuant to the date of the signing of this Agreement, such quarries shall not become operative.
- b. The above joint committee shall also discuss the issue of quarries operated or used by Israelis. The two sides shall respect the recommendations of this committee. Until the decision of the Committee, the Palestinian side shall not take any measures which may adversely affect these quarries.
- c. The provisions of subparagraphs a. and b. will apply to quarries presently situated in Area C, as they come under the territorial jurisdiction of the Palestinian side, commensurate with the gradual transfer of powers and responsibilities in accordance with paragraph 2 above.

4. The Israeli side shall consider any request by Palestinian entrepreneurs to operate quarries in Area C on its merits.

ARTICLE 32 Religious Sites

- 1. Responsibility over sites of religious significance in the West Bank and the Gaza Strip (hereinafter "Holy Sites") will be transferred to the Palestinian side. In Area C, this responsibility will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- 2. Both sides shall respect and protect the listed below religious rights of Jews, Christians, Moslems and Samaritans:
 - a. protection of the Holy Sites;
 - b. free access to the Holy Sites; and
 - c. freedom of worship and practice.
- 3.
- a. The Palestinian side shall ensure free access to, respect the ways of worship in and not make any changes to, the Jewish Holy Sites listed in List No. 1 of Schedule 4.
- b. The Palestinian side shall ensure free access to, and respect the ways of worship in, the Jewish Holy Sites listed in List No. 2 of Schedule 4 .
- c. Schedule 4 shall be updated commensurate with the gradual transfer of responsibility in accordance with paragraph 1.
- 4. The holy site of Nebi Musa shall be under the auspices of the Palestinian side for religious purposes.
- 5. During religious events that take place three times a year and other special occasions that shall be coordinated with the Israeli authorities, Palestinians shall have the right to religious pilgrimage to the Al-Maghtas under the Palestinian flag. Safe passage will be provided from the Jericho Area to Al-Maghtas for this purpose.

ARTICLE 33 Social Welfare

1. Powers and responsibilities in the sphere of Social Welfare in the West Bank and the Gaza Strip will be transferred from the military government and its Civil Administration to the Palestinian side. This sphere includes, inter alia, all social services and the registration and supervision of local and international charitable societies.

- 2. Charitable, voluntary and non-profit organizations and institutions, whether local or international, should act in a manner that does not violate the laws in force.
- 3. Israeli and Palestinian social welfare systems shall cooperate with regard to the following:
 - a. Probation officers and preparation of briefs in connection with juvenile offenses.
 - b. Exchanging social reports needed for juvenile offenders upon request.
 - c. Arrangements to protect confidentiality and individual privacy in the exchange of information.
- 4. Both sides will maintain a positive working relationship in the field of professional training.

ARTICLE 34 Statistics

- 1. This sphere includes, inter alia, all phases of planning, producing and disseminating and archiving statistics from censuses and surveys in all areas of statistics including, but not limited to, demographic, social, economic, area, and environmental matters.
- 2. Israel shall transfer from the Civil Administration to the Palestinian side all the necessary material for maintaining and running the statistical system, such as:
 - a. The estimation procedures, forms of questionnaires, manuals, coding manuals, procedures for and results of quality control measures and analysis of surveys.
 - b. The statistical maps.
 - c. The sampling frames, including the household listings.
 - d. The basket of consumer goods and all related material, including the weights used for the CPI. e. Any other professional statistical materials whenever requested.

Any other professional statistical means and methods used by the military government, Civil Administration, or on their behalf, shall also be transferred to the Palestinian side.

3.

a. The Israeli side shall, through a Joint Committee to be established, transfer to the Palestinian side, if requested, any primary data from censuses and surveys, carried out by the military government, Civil Administration, or on their behalf, and archived administrative records used by the military government, Civil Administration, or on their behalf.

- b. The Joint Committee shall decide upon the modalities and arrangements concerning the transfer of the above-mentioned materials.
- 4. Issues relating to the right to be included in the Population Registry are dealt with in Article 28 (Population Registry and Documentation).
- 5. The Israeli Central Bureau of Statistics and the Palestinian Central Bureau of Statistics will maintain good working relations and will cooperate in statistical matters.

ARTICLE 35 Surveying

- 1. Powers and responsibilities in the sphere of surveying in the West Bank and in the Gaza Strip shall be transferred from the military government and its Civil Administration to the Palestinian side. This sphere includes, inter alia, licensing of surveyors, carrying out of surveys and confirmation of survey maps.
- 2. In Area C, powers and responsibilities relating to the sphere of surveying will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory, except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- 3. Each side shall preserve and ensure the location and adequate condition of triangulation points, traverse points and bench marks, located in the West Bank and in the Gaza Strip. The Israeli side shall provide the Palestinian side with all the necessary information regarding these points and marks.
- 4. The two sides shall establish a Joint Committee of Experts to deal with any needs that may arise.

ARTICLE 36 Telecommunications

A. General

- 1. This sphere includes, inter alia, the management and monitoring of the use of the radio frequency spectrum, the use of the geostationary satellite orbit, the planning, formulation and implementation of telecommunications policies, regulations and legal frameworks. The above shall be in accordance with, and subject to, the following provisions:
- 2.
- a. In Area C, although powers and responsibilities are transferred to the Palestinian side, any digging or building regarding telecommunications and any installation of telecommunication equipment, will be subject to prior confirmation of the Israeli side, through the CAC.
- b. Notwithstanding paragraph a. above, the supply of telecommunications services in Area C to the Settlements and military locations, and the activities regarding the supply of such services, shall be under the powers and responsibilities of the Israeli side.

B. Principles

- 1. Israel recognizes that the Palestinian side has the right to build and operate separate and independent communication systems and infrastructures including telecommunication networks, a television network and a radio network.
- 2. Without prejudice to subparagraph D.5.c of this section, the Palestinian side has the right to establish satellite networks for various services, excluding international services.
- 3. The Palestinian side has the right to establish its own telecommunications policies, systems and infrastructures. The Palestinian side also has the right to choose any and all kinds of communication systems (including broadcasting systems) and technologies, suitable for its future in, inter alia, basic and value added services (including cellular telephony).
- 4. Operators and providers of services, presently and in the future, in the West Bank and the Gaza Strip shall be required to obtain the necessary approvals from the Palestinian side. In addition, all those operating and/or providing services, presently and in the future, in the West Bank and the Gaza Strip who wish to operate and/or provide services in Israel, are required to obtain the necessary approvals from the Israeli Ministry of Communications.
- 5. Both sides shall refrain from any action that interferes with the communication and broadcasting systems and infrastructures of the other side.

Specifically, the Palestinian side shall ensure that only those frequencies and channels specified in Schedule 5: List of Approved Frequencies (herein - "Schedule 5") and Schedule 6: List of Approved TV Channels and the Location of Transmitters (herein - "Schedule 6") shall be used and that it shall not disturb or interfere with Israeli radio communication activity, and Israel shall ensure that there shall be no disturbance of or interference with the said frequencies and channels.

- 6. A joint committee of technical experts representing both sides shall be established to address any issue arising out of this section including the growing future needs of the Palestinian side (hereinafter referred to as "the Joint Technical Committee" or "JTC"). The JTC shall meet on a regular basis for the purpose of solving all relevant problems, and as necessary in order to solve urgent problems.
- C. The Electromagnetic Sphere
 - 1. The Palestinian side has the right to use the radio frequency spectrum in accordance with principles acceptable to both sides, for present and future needs, and frequencies assigned or reassigned within the West Bank and the Gaza Strip covering all its required services within the bands L.F., M.F., H.F., V.H.F., U.H.F., S.H.F. and E.H.F. In order to satisfy the present needs of the Palestinian side, the frequencies detailed in Schedule 5 are assigned for the use of the Palestinian side in the West Bank and the Gaza Strip.

2. Future needs for frequencies shall be agreed upon by the two sides. To that end, the Palestinian side shall present its requirements through the JTC which must fulfill these requirements within a period not exceeding one month.

Frequencies or sections of frequencies shall be assigned, or an alternative thereto providing the required service within the same band, or the best alternative thereto acceptable by the Palestinian side, and agreed upon by Israel in the JTC.

3.

- a. The frequencies specified in Schedule 5 shall serve, inter alia, for the transmission of a television network and a radio network.
- b. The television channels and locations of transmitters to be used by the Palestinian side are specified in Schedule 6. The production studios and related broadcasting equipment shall be located in the West Bank and the Gaza Strip.
- c. The radio transmitter shall be located in the area of Ramallah and Al-Bireh Cities, at the presently agreed site.
- d. The Palestinian side has the right to change the location(s) of radio transmitters according to an agreement between the two sides through the JTC, to serve the Palestinian plans in achieving the best coverage.
- D. Telecommunications
 - 1. Pending the establishment of an independent Palestinian telephone network, the Palestinian side shall enter into a commercial agreement with Bezeq The Israel Telecommunications Corp. Ltd. (herein, "Bezeq"), regarding supply of certain services in the West Bank and the Gaza Strip. In the area of international telephony, commercial agreement(s) shall be concluded with Bezeq or other duly-licensed Israeli companies.

The above shall be without prejudice to subparagraph 5.c below.

2. As long as the Palestinian network is integrated with the Israeli network, the Palestinian side shall use such telephonic equipment as is compatible with the standards adopted and applied in Israel by the Ministry of Communications, and will coordinate with the Israeli side any changes to the structure and form of telephone exchanges and transmission equipment. The Palestinian side shall be permitted to import and use any and all kinds of telephones, fax machines, answering machines, modems and data terminals, without having to comply with the above-mentioned standards (accordingly, lists Al and A2 of Annex V (Protocol on Economic Relations) will be updated). Israel recognizes and understands that for the purpose of building a separate network, the Palestinian side has the right to adopt its own standards and to import equipment which meets these standards (accordingly, lists Al and A2 of Annex V (Protocol on Economic Relations) will be updated). The equipment will be used only when the independent Palestinian network is operational.

- a. The Palestinian side shall enable the supply of telecommunications services to the Settlements and the military installations by Bezeq, as well as the maintenance by Bezeq of the telecommunications infrastructure serving them and the infrastructure crossing the areas under the territorial jurisdiction of the Palestinian side.
- b. The Israeli side shall enable the supply of telecommunications services to the geographically-dispersed areas within the West Bank and the Gaza Strip. This shall include provision, subject to the approval of the proper Israeli authorities, free of charge, of rights of way or sites in the West Bank for microwave repeater stations and cables to interlink the West Bank and to connect the West Bank with the Gaza Strip.
- c. Israel recognizes the right of the Palestinian side to establish telecommunications links (microwave and physical) to connect the West Bank and the Gaza Strip through Israel. The modalities of establishing such telecommunications connections, and their maintenance, shall be agreed upon by the two sides. The protection of the said connections shall be under the responsibility of Israel.
- 4. Without prejudice to paragraph 3 above:
 - a. The Palestinian side shall take the necessary measures to ensure the protection of the telecommunication infrastructures serving Israel, the Settlements and the military installations, which are located in the areas under the territorial jurisdiction of the Palestinian side.
 - b. The Israeli side shall take the necessary measures to ensure the protection of the telecommunication infrastructures serving the West Bank and the Gaza Strip and which are located in areas under Israel's responsibility.

5.

- a. The Palestinian side has the right to collect revenue for all internal and international telecommunication services originating and terminating in the West Bank and the Gaza Strip (except Settlements and military locations).
- b. Details regarding payment by the Palestinian side to Bezeq or other dulylicensed Israeli companies, and compensation by Bezeq or the said companies to the Palestinian side, referred to in subparagraph a. above, shall be agreed upon in the commercial agreement(s) between them.
- c. The provisions of subparagraphs a. and b. above will be applied between the sides until such time as the two sides agree upon installation and operation of an "international gateway", as well as the international code, for the Palestinian side and the actual commencement of operation of the said gateway.

3.

- d. The Palestinian side shall enter into a discussion with Bezeq for the purpose of coming to an agreement for the use of a separate area code and numbering plan, pending the establishment of a separate Palestinian network.
- 6. The Palestinian side has the right to collect taxes on all telecommunications services billed in the West Bank and the Gaza Strip, subject to the provisions of Annex V (Protocol on Economic Relations).

7.

- a. The Israeli side shall provide the Palestinian side with all operating, maintenance and system manuals, information regarding billing systems and all operating and computer programming protocols of all the equipment that will be transferred to the Palestinian side, subject to protection of rights of commercial confidentiality.
- b. The Israeli side shall also supply the Palestinian side with all contractual agreements between the Civil Administration and all domestic and international entities in the area of telecommunications.

The timing of the provision of the above mentioned materials will be as provided for in this Annex.

c. Bezeq, in accordance with the commercial agreement, will supply the Palestinian side with all legal verification of its purported ownership of any and all movable or immovable assets in the West Bank and the Gaza Strip, that are not part of the Civil Administration's present network.

ARTICLE 37 Tourism

1. Powers and responsibilities in the sphere of Tourism in the West Bank and the Gaza Strip will be transferred from the military government and its Civil Administration to the Palestinian side.

This sphere includes, inter alia, regulating, licensing, classifying, and supervising tourist services, sites and industries. It also includes promoting foreign and domestic tourism and developing the Palestinian tourist sources and sites. It includes, as well, supervising the marketing, promotion and information activities related to foreign and domestic tourism.

- 2. In Area C, while powers and responsibilities regarding the development of visitors' interest in tourist sites and the encouragement of the development of tourist services around them, in coordination with the Israeli side, will be transferred during the first phase of redeployment, other powers and responsibilities regarding those sites will be transferred gradually to Palestinian jurisdiction that will cover West Bank and Gaza Strip territory except for the issues that will be negotiated in the permanent status negotiations, during the further redeployment phases, to be completed within 18 months from the date of the inauguration of the Council.
- 3. Tourism issues are dealt with in Article X of Annex V (Protocol on Economic Relations).

4. Without derogating from the provisions of paragraph 9 of Article X of Annex V (Protocol on Economic Relations), a Joint Committee, established through the CAC, shall facilitate coordination and cooperation on day to day tourism issues.

ARTICLE 38 Transportation

General

Powers and responsibilities relating to transportation in the West Bank and the Gaza Strip will be transferred from the Israeli military government and its Civil administration to the Palestinian side subject to the following:

- 1. This sphere includes, inter alia, the licensing and supervision of drivers and vehicles, freight transportation, public transportation, traffic supervision, setting appropriate standards for transportation, meteorology, and others.
- 2. High and appropriate transportation safety standards and environmental quality shall serve as the basis for cooperation and agreement in this sphere.
- 3. The Palestinian side in this sphere shall follow international standards such as the European Standard, as applied in the area. Such standards and regulations shall be continuously adapted to reflect technological developments and advances as well as safety and environmental considerations.
- 4. The arrangements regarding the transfer of powers and responsibilities concerning maritime activity and aviation are dealt with according to the provisions of this Agreement.

Drivers' and Vehicle Licensing

- 5. Instruction, training and licensing in all fields relating to transportation, including drivers' testing, training and licensing will be conducted at a minimum, in accordance with existing standards.
- 6. The Palestinian side shall issue drivers' and vehicle licenses as well as license plates according to the format and standards currently in use and as set out in Schedule 7 to be attached to this Appendix as agreed upon between the sides.
- 7. To facilitate the entry of vehicles registered by the Palestinian side into Israel, the Palestinian side will periodically forward to the Israeli side through the CAC, updated information regarding drivers and vehicles registered by it.

Traffic Supervision

- 8. Signalization and Traffic Arrangements
 - a. The Palestinian side shall have powers and responsibilities regarding traffic signalization and traffic arrangements in the areas under its territorial jursdiction and shall cooperate with the Israeli side concerning related activities that may disturb traffic arrangements.

- b. All traffic signalization, including the posting of road signs, markings and traffic arrangements, shall be in accordance with international standards as applied in the area and where a written warning or message on a sign is required, such a warning or message shall be written in the Arabic, Hebrew and English languages.
- 9. Public Transportation Permits
 - a. Powers and responsibilities regarding Israeli public transportation to and between Israel and the Settlements and military locations shall be exercised by Israel.
 - b. Powers and responsibilities regarding Palestinian public transportation to, between and within the West Bank and the Gaza Strip shall be exercised by the Palestinian side. Arrangements for the use of safe passage for this purpose are set out in Annex I.
- 10. Public Transportation Routes
 - a. Palestinian public transportation routes in the West Bank and Gaza Strip, except into Settlements and military locations, shall be determined by the Palestinian side.
 - b. Israeli public transportation routes from Israel to and between Settlements and military locations, and/or to other places in Israel, shall be determined by Israel.
 - c. Public transportation routes will be as short and safe as possible.
- 11. Bus Stops
 - a. Bus stops designated for the boarding and alighting of passengers in the areas under Palestinian territorial jurisdiction shall be determined by the Palestinian side.
 - b. Bus stops at the main junctions leading to Settlements and military locations or Palestinian villages in the West Bank will be determined in cooperation between Israeli and Palestinian traffic controllers.
 - c. Existing bus stops will be kept at Jewish Holy Sites.

Vehicles and Vehicle Maintenance

- 12. Israel and the Palestinian side shall cooperate for the purpose of maintaining safety standards, technical know how and professional training and shall exchange information regarding the maintenance, repair and servicing of vehicles, based on international standards as applied in the area.
- 13. Without derogating from other provisions of this Agreement, any vehicle prototype imported by the Palestinian side which has not been tested and approved by Israel, will be permitted to enter Israel and the West Bank and the Gaza Strip provided that such vehicle prototype is tested and approved by an

authorized laboratory facility recognized by both sides, applying standards used in the European Union as applied in the area.

- 14. All types of vehicles and automotive products manufactured by the Palestinian side shall be tested and approved for use by an authorized laboratory recognized by both sides, prior to their entry into Israel and the West Bank or the Gaza Strip.
- 15. The import of vehicles by the Palestinian side shall be according to Annex V, Article III, paragraphs 10 and 11.
- 16. The issue of the transfer of car ownership will be discussed between the Ministries of Transportation of the two sides immediately after the signing of this Agreement.

Freight Transportation

17. Vehicles for transporting freight that are registered by the Palestinian side shall be permitted to enter Israel subject to the provisions regarding entry into Israel, the applicable Israeli laws and regulations governing the transportation of freight by motor vehicle, and the provisions set out in Schedule 7.

Transportation of Dangerous Substances

18.

- a. The provisions of Article 15, paragraph 5.a. and b. on transportation of gas, fuel and petroleum shall be applicable to the transportation of all dangerous substances.
- b. The above provisions shall be applicable with respect to the transportation of dangerous substances, except household gas and fuel and petroleum products for vehicles, on roads in the West Bank and Gaza Strip directly leading to Settlements and military locations.
- c. In addition to the provisions of sub-paragraph a. above, the transportation within Israel and on roads in the West Bank and Gaza Strip, of dangerous substances classified as "most dangerous substances" as listed in current U.N. publications will require a permit signed by both traffic controllers.

Public Transportation from the West Bank and the Gaza Strip to and from Jordan and Egypt

19. Both sides agree in principle to the operation of public transportation from the West Bank and the Gaza Strip to and from Jordan and Egypt. Procedures and arrangements, including lines, will be detailed in Schedule 7.

Meteorology

20. Both sides agree on a wide range of cooperation in the sphere of meteorology and, in particular, regarding the updating of weather forecasts, data processing, and the transfer of information. The Israeli side shall provide meteorological services to the Palestinian side in the following fields: aviation, maritime, synoptic stations, weather forecasting, vocational training, etc.

Subcommittee for Transportation

21. Details regarding the implementation of the provisions of this Section, as well as all other matters regarding transportation between the two sides shall be formulated by the Subcommittee of the CAC for Transportation.

ARTICLE 39 Treasury

1. The transfer of the powers and responsibilities from the Civil Administration to the Council in this sphere shall include providing the available details concerning the Civil Administration's budgets, revenues, expenses and accounts.

Israel will provide the Council with all the necessary information, manuals, forms, operating procedures, etc., of the Civil Administration's financial system, which are relevant for the smooth and orderly transfer of powers and responsibilities in this sphere and for their operation by the Council.

- 2. The Israeli side shall transfer to the Council, as soon as possible but not later than nine months after the date of the transfer of the powers and responsibilities, the remaining surplus of the Civil Administration's budget.
- 3.
- a. Israel shall provide the Council with a list of the Civil Administration departments and their immovable offices, storerooms, warehouses, etc., located in the areas under the territorial jurisdiction of the Council.
- b. Where such immovables are situated on private property, including property owned by absentees, Israel shall provide the Council with the contracts made between the Civil Administration and the owners of such property.
- 4.
- a. The Civil Administration shall bring to an end all its services and development contracts, and will bear the liability directly arising from such termination.
- b. Civil Administration lease or rental contracts with the Waqf, the Custodian of Absentee Property or private property owners in the areas under the territorial jurisdiction of the Council, will be transferred to the Council.
- c. All land and property lease and rental contracts entered into by the Custodian of Absentee and Governmental Property relating to the areas under the territorial jurisdiction of the Council will be transferred to the Council. Israel shall give notice of such transfer to the tenants and lessees.
- 5. Without derogating from the above provisions, upon the transfer of powers and responsibilities, Israel will cease to bear any financial responsibility regarding contracts of the Civil Administration and the Council will bear all financial

responsibility for them, in accordance with Article XX of the Agreement (Rights, Liabilities and Obligations).

ARTICLE 40 Water and Sewage

On the basis of good-will both sides have reached the following agreement in the sphere of Water and Sewage:

Principles

- 1. Israel recognizes the Palestinian water rights in the West Bank. These will be negotiated in the permanent status negotiations and settled in the Permanent Status Agreement relating to the various water resources.
- 2. Both sides recognize the necessity to develop additional water for various uses.
- 3. While respecting each side's powers and responsibilities in the sphere of water and sewage in their respective areas, both sides agree to coordinate the management of water and sewage resources and systems in the West Bank during the interim period, in accordance with the following principles:
 - a. Maintaining existing quantities of utilization from the resources, taking into consideration the quantities of additional water for the Palestinians from the Eastern Aquifer and other agreed sources in the West Bank as detailed in this Article.
 - b. Preventing the deterioration of water quality in water resources.
 - c. Using the water resources in a manner which will ensure sustainable use in the future, in quantity and quality.
 - d. Adjusting the utilization of the resources according to variable climatological and hydrological conditions.
 - e. Taking all necessary measures to prevent any harm to water resources, including those utilized by the other side.
 - f. Treating, reusing or properly disposing of all domestic, urban, industrial, and agricultural sewage.
 - g. Existing water and sewage systems shall be operated, maintained and developed in a coordinated manner, as set out in this Article.
 - h. Each side shall take all necessary measures to prevent any harm to the water and sewage systems in their respective areas.
 - i. Each side shall ensure that the provisions of this Article are applied to all resources and systems, including those privately owned or operated, in their respective areas.

Transfer of Authority

- 4. The Israeli side shall transfer to the Palestinian side, and the Palestinian side shall assume, powers and responsibilities in the sphere of water and sewage in the West Bank related solely to Palestinians, that are currently held by the military government and its Civil Administration, except for the issues that will be negotiated in the permanent status negotiations, in accordance with the provisions of this Article.
- 5. The issue of ownership of water and sewage related infrastructure in the West Bank will be addressed in the permanent status negotiations.

Additional Water

- 6. Both sides have agreed that the future needs of the Palestinians in the West Bank are estimated to be between 70 80 mcm/year.
- 7. In this framework, and in order to meet the immediate needs of the Palestinians in fresh water for domestic use, both sides recognize the necessity to make available to the Palestinians during the interim period a total quantity of 28.6 mcm/year, as detailed below:
 - a. Israeli Commitment:
 - (1) Additional supply to Hebron and the Bethlehem area, including the construction of the required pipeline 1 mcm/year.
 - (2) Additional supply to Ramallah area 0.5 mcm/year.
 - (3) Additional supply to an agreed take-off point in the Salfit area 0.6 mcm/year.
 - (4) Additional supply to the Nablus area 1 mcm/year.
 - (5) The drilling of an additional well in the Jenin area 1.4 mcm/year.
 - (6) Additional supply to the Gaza Strip 5 mcm/year.
 - (7) The capital cost of items (1) and (5) above shall be borne by Israel.
 - b. Palestinian Responsibility:
 - (1) An additional well in the Nablus area 2.1 mcm/year.
 - (2) Additional supply to the Hebron, Bethlehem and Ramallah areas from the Eastern Aquifer or other agreed sources in the West Bank 17 mcm/year.
 - (3) A new pipeline to convey the 5 mcm/year from the existing Israeli water system to the Gaza Strip. In the future, this quantity will come from desalination in Israel.
 - (4) The connecting pipeline from the Salfit take-off point to Salfit.

- (5) The connection of the additional well in the Jenin area to the consumers.
- (6) The remainder of the estimated quantity of the Palestinian needs mentioned in paragraph 6 above, over the quantities mentioned in this paragraph (41.4 - 51.4 mcm/year), shall be developed by the Palestinians from the Eastern Aquifer and other agreed sources in the West Bank. The Palestinians will have the right to utilize this amount for their needs (domestic and agricultural).
- 8. The provisions of paragraphs 6-7 above shall not prejudice the provisions of paragraph 1 to this Article.
- 9. Israel shall assist the Council in the implementation of the provisions of paragraph 7 above, including the following:
 - a. Making available all relevant data.
 - b. Determining the appropriate locations for drilling of wells.
- 10. In order to enable the implementation of paragraph 7 above, both sides shall negotiate and finalize as soon as possible a Protocol concerning the above projects, in accordance with paragraphs 18 19 below.

The Joint Water Committee

- 11. In order to implement their undertakings under this Article, the two sides will establish, upon the signing of this Agreement, a permanent Joint Water Committee (JWC) for the interim period, under the auspices of the CAC.
- 12. The function of the JWC shall be to deal with all water and sewage related issues in the West Bank including, inter alia:
 - a. Coordinated management of water resources.
 - b. Coordinated management of water and sewage systems.
 - c. Protection of water resources and water and sewage systems.
 - d. Exchange of information relating to water and sewage laws and regulations.
 - e. Overseeing the operation of the joint supervision and enforcement mechanism.
 - f. Resolution of water and sewage related disputes.
 - g. Cooperation in the field of water and sewage, as detailed in this Article.
 - h. Arrangements for water supply from one side to the other.
 - i. Monitoring systems. The existing regulations concerning measurement and monitoring shall remain in force until the JWC decides otherwise.
 - j. Other issues of mutual interest in the sphere of water and sewage.

- 13. The JWC shall be comprised of an equal number of representatives from each side.
- 14. All decisions of the JWC shall be reached by consensus, including the agenda, its procedures and other matters.
- 15. Detailed responsibilities and obligations of the JWC for the implementation of its functions are set out in Schedule 8.

Supervision and Enforcement Mechanism

- 16. Both sides recognize the necessity to establish a joint mechanism for supervision over and enforcement of their agreements in the field of water and sewage, in the West Bank.
- 17. For this purpose, both sides shall establish, upon the signing of this Agreement, Joint Supervision and Enforcement Teams (JSET), whose structure, role, and mode of operation is detailed in Schedule 9. Water Purchases
- 18. Both sides have agreed that in the case of purchase of water by one side from the other, the purchaser shall pay the full real cost incurred by the supplier, including the cost of production at the source and the conveyance all the way to the point of delivery. Relevant provisions will be included in the Protocol referred to in paragraph 19 below.
- 19. The JWC will develop a Protocol relating to all aspects of the supply of water from one side to the other, including, inter alia, reliability of supply, quality of supplied water, schedule of delivery and off-set of debts.

Mutual Cooperation

- 20. Both sides will cooperate in the field of water and sewage, including, inter alia:
 - a. Cooperation in the framework of the Israeli-Palestinian Continuing Committee for Economic Cooperation, in accordance with the provisions of Article XI and Annex III of the Declaration of Principles.
 - b. Cooperation concerning regional development programs, in accordance with the provisions of Article XI and Annex IV of the Declaration of Principles.
 - c. Cooperation, within the framework of the joint Israeli-Palestinian-American Committee, on water production and development related projects agreed upon by the JWC.
 - d. Cooperation in the promotion and development of other agreed water related and sewage-related joint projects, in existing or future multi-lateral forums.
 - e. Cooperation in water-related technology transfer, research and development, training, and setting of standards.

- f. Cooperation in the development of mechanisms for dealing with waterrelated and sewage related natural and man-made emergencies and extreme conditions.
- g. Cooperation in the exchange of available relevant water and sewage data, including:
 - (1) Measurements and maps related to water resources and uses.
 - (2) Reports, plans, studies, researches and project documents related to water and sewage.
 - (3) Data concerning the existing extractions, utilization and estimated potential of the Eastern, North-Eastern and Western Aquifers (attached as Schedule 10).

Protection of Water Resources and Water and Sewage Systems

- 21. Each side shall take all necessary measures to prevent any harm, pollution, or deterioration of water quality of the water resources.
- 22. Each side shall take all necessary measures for the physical protection of the water and sewage systems in their respective areas.
- 23. Each side shall take all necessary measures to prevent any pollution or contamination of the water and sewage systems, including those of the other side.
- 24. Each side shall reimburse the other for any unauthorized use of or sabotage to water and sewage systems situated in the areas under its responsibility which serve the other side.

The Gaza Strip

25. The existing agreements and arrangements between the sides concerning water resources and water and sewage systems in the Gaza Strip shall remain unchanged, as detailed in Schedule 11.

SCHEDULE 1 Archaeological Sites of Importance to the Israeli Side

Pursuant to Article 2, paragraph 9 of this Appendix:

- 1. The Samoa Synagog/Ashtamaa
- 2. The Maon Synagogue/Ma,in
- 3. The Synagogue in Yata
- 4. Tel Rumeida (Tomb of Yishai and Ruth in Biblical Hebron)
- 5. Betar/Batir

- 6. The Hasmonean Palaces
- 7. Sebastia/Samaria
- 8. Elonei Mamre/Haram Er-Rameh
- 9. The Naaran Synagogue Ein Diuk
- 10. The Jewish Cemetry in Tel Sammarat
- 11. The "Shalom Al Israel" Synagogue in Jericho
- 12. The Jewish Synagogue in Gaza City.

SCHEDULE 2

Pursuant to Article 12, paragraph 7 of this Appendix:

- 1. Power plants (including gas turbines, substations and super tension lines).
- 2. Quarries and mines (including expansion of existing quarries and mines).
- 3. Waste water treatment plants including main sewers.
- 4. Solid waste disposal sites.
- 5. Hazardous waste disposal sites.
- 6. Plants producing, storing, or using hazardous substances.
- 7. Airports and landing strips.
- 8. Seaports, jetties and harbors.
- 9. Refineries.
- 10. Industrial parks.
- 11. Major dams and reservoirs.
- 12. Major roads.

SCHEDULE 3

Pursuant to Article 17, paragraph 2 of this Appendix:

Vaccinations

The routine vaccination system carried out in the West Bank and the Gaza Strip including:

A. Vaccinations for infants:

1. Vaccination against Hepatitis B.:

I-To an infant born in a hospital or in a maternity home: at the ages of 0, 1, 6, months. II- To an infant born at home: at the ages of 1, 2, 6 months.

2. Triple vaccination against Diptheria, Pertussis and Tetanus (DPT):

Given at the ages of 2, 4, 6, 12 months.

3. Vaccination against Poliomyelitis (Polio):

Sabin vaccine (OPV) given at the ages of 4, 6, 12 months. Salk vaccine (IPV) given at the ages of 2, 4, 12 months.

Note: If, in the future, we will revert to the quadruplex vaccination method which combines DPT with the Salk vaccine against Polio, the method will be: Quadruplex (IPV + DPT): at the ages of 2, 4, 12 months.

DPT: at the age of 6 months.

4. Triple vaccination against Measles Mumps. Rubella (MMR):

Given at the age of 15 months.

(Note: it is necessary to point out that UNRWA gives an additional dose of the Measles vaccine, at the age of 9 months - within the boundaries of the refugee camps).

B) Vaccinations for children and youth:

1. Against Poliomyelitis (OPV = SABIN) at the age of 6 years.

2. Against Measles - at the age of 6 years.

3. Against Tuberculosis - given BCG (after a Tuberculin test = Mantoux test) at the age of 6 years.

(Note: It is necessary to note that UNRWA gives an additional dose of the BCG vaccine immediately after birth).

4. Vaccination against Diptheria and Tetanus - dT (at special concentration suitable for children) is given as a booster vaccination at the age of 6 years.

An additional booster vaccination - DT (at a special concentration suitable for adults) is given at the age of 15 years.

5. Against Rubella, for girls only, at the age of 12 years.

C) Vaccination against Tetanus for pregnant women:

Tetanus Toxoid vaccination is given in order to avoid Tetanus Neonatorum.

First dose is given at the beginning of the second third of the pregnancy (in the fourth or fifth month) and a second dose before the birth (during the eighth month of pregnancy).

D) Vaccination against Hepatitis B for specific members of the population:

1. A newborn whose mother was found to be suffering with Hepatitis B during her pregnancy or is a carrier of the disease (discovered after a routine test for this disease in pregnant women) - receives vaccination against Hepatitis B. The vaccination is given a number of days after the birth and includes an active and passive vaccine: HBV and HBIG.

2. The husband of a pregnant woman who is sick or is a carrier of the disease (who was checked for Hepatitis B and found healthy) - receives an active vaccination - HBV.

3. Hospital workers, including nurses, technicians and others, who come into contact with blood intensively: in laboratories, haemodialysis units, intensive care units, operating theaters, delivery rooms and emergency rooms, as well as dentists - receive the active vaccination HBV.

E) Vaccination against Meningococcal Meningitis type A:

Given to pilgrims to Saudi Arabia, 10 days before their departure via the Jordan River bridges.

SCHEDULE 4

Pursuant to Article 32, paragraph 3 of this Appendix:

List No. 1

- 1. Elazar's Tomb, Ittamar's Tomb and the Tomb of the 70 Elders in Awarta
- 2. Joshua's Tomb in Kifel-Hares
- 3. The Cave of Othniel ben Knaz in Hebron
- 4. The Eshtamoa Synagogue in Samoa
- 5. The Yata Synagogue
- 6. Batir
- 7. Sebastia/Samaria

List No. 2

- 1. Nun's Tomb and Caleb's Tomb in Kifel-Hares
- 2. The Tombs of Natan the Prophet and Gad the Seer in Halhul
- 3. The Naran Synagogue Ein Duk

- 4. The Jewish Cemetery in Sammerat
- 5. The Synagogue in Gaza City

SCHEDULE 5 List of Approved Frequencies

Pursuant to Article 36, paragraph B.5 of this Appendix:

1. L.F.

As soon as any need arises.

2. M.F.

Broadcast network. Ramallah - 675khz.

3. H.F.

To use it freely.

4. V.H.F.

4.1 V.H.F. - F.M. broadcast

V.H.F. - F.M. broadcast network composed of 8 locations. The specific 8 frequencies will be assigned not later than six months from the date of signing this Agreement.

4.2 V.H.F. - maritime local services

Assignment of frequencies for vessels and fixed stations is subject to the provisions of Annex I and of Article 38 (Transportation).

4.3 V.H.F. - aeronautical local services

Assignment of frequencies for airplanes and fixed stations is subject to the provisions of Annex I and of Article 38 (Transportation).

4.4 V.H.F. - mobile services

Assignment of frequencies for use for mobile and fixed services of Police, Civil and Official networks and other users, in the West Bank and the Gaza Strip is as follows:-

4.4.1 Qalqilya

- 1. * 150.250 9. 162.6125
- 2. * 155.6625 10. 162.6625

| 3. | 150.3875 | 11. 162.6875 |
|----|----------|--------------|
| 4. | 150.425 | 12. 167.5375 |
| 5. | 155.5625 | 13. 167.575 |
| 6. | 162.500 | 14. 167.6125 |
| 7. | 162.525 | 15. 167.650 |
| 8. | 162.5625 | 16. 167.6875 |

4.4.2 Tulkarm

| 1. | * 150.2375 | 9. 162.575 |
|----|------------|--------------|
| 2. | * 155.650 | 10. 162.625 |
| 3. | 150.3125 | 11. 162.650 |
| 4. | 150.3375 | 12. 162.675 |
| 5. | 150.3625 | 13. 167.475 |
| 6. | 155.575 | 14. 167.525 |
| 7. | 155.750 | 15. 167.5875 |
| 8. | 162.5125 | 16. 167.6625 |

4.4.3 Jenin

| 1. | * 150.2125 | 9. 155.725 |
|----|------------|--------------|
| 2. | * 155.625 | 10. 155.7625 |
| 3. | 150.2625 | 11. 162.475 |
| 4. | 150.400 | 12. 162.550 |
| 5. | 150.4375 | 13.162.600 |
| 6. | 155.5375 | 14. 167.500 |
| 7. | 155.600 | 15. 167.550 |
| 8. | 155.675 | 16. 167.625 |

4.4.4 Nablus

| 1. | * 150.225 | 14. 155.7125 |
|-----|------------|--------------|
| 2. | * 150.350 | 15. 155.7375 |
| 3. | * 155.6375 | 16. 155.775 |
| 4. | 150.2875 | 17. 162.4875 |
| 5. | 150.300 | 18. 162.5375 |
| 6. | 150.325 | 19. 162.5875 |
| 7. | 150.375 | 20. 162.6375 |
| 8. | 150.4125 | 21. 167.4875 |
| 9. | 150.450 | 22. 167.5125 |
| 10. | 155.550 | 23. 167.5625 |
| 11. | 155.5875 | 24. 167.600 |
| 12. | 155.6215 | 25. 167.6375 |
| 13. | 155.700 | 26. 167.675 |

4.4.5 Ramallah

| 1. | * 150.2625 | 16. 162.475 |
|----|------------|--------------|
| 2. | * 150.3625 | 17. 162.5125 |
| 3. | * 155.675 | 18. 162.550 |
| 4. | 150.2125 | 19. 162.575 |
| 5. | 150.2375 | 20. 162.600 |
| 6. | 150.3125 | 21. 162.625 |
| 7. | 150.400 | 22. 162.650 |
| 8. | 150.4375 | 23. 162.675 |
| 9. | 155.5375 | 24. 167.475 |

| 10. 155.575 | 25. 167.500 |
|--------------|--------------|
| 11. 155.600 | 26. 167.525 |
| 12. 155.625 | 27. 167.550 |
| 13. 155.650 | 28. 167.5875 |
| 14. 155.725 | 29. 167.625 |
| 15. 155.7625 | 30. 167.6625 |

4.4.6 Bethlehem

| 1. | * 150.2875 | 11. 162.4875 |
|-----|------------|--------------|
| 2. | * 155.700 | 12. 162.5375 |
| 3. | 150.325 | 13. 162.5875 |
| 4. | 150.375 | 14. 162.6375 |
| 5. | 150.4125 | 15. 167.4875 |
| 6. | 150.450 | 16. 167.5125 |
| 7. | 155.550 | 17. 167.5625 |
| 8. | 155.5875 | 18. 167.600 |
| 9. | 155.6215 | 19. 167.6375 |
| 10. | 155.7375 | 20. 167.675 |

4.4.7 Gaza

| 1. | * 150.3125 | 16. 162.475 |
|----|------------|--------------|
| 2. | * 155.725 | 17. 162.5125 |
| 3. | * 155.7625 | 18. 162.550 |
| 4. | 150.2125 | 19. 162.575 |

| 5. 150.2375 | 20. 162.600 |
|--------------|--------------|
| 6. 150.2625 | 21. 162.625 |
| 7. 150.3625 | 22. 162.650 |
| 8. 150.400 | 23. 162.675 |
| 9. 150.4375 | 24. 167.475 |
| 10. 155.5375 | 25. 167.500 |
| 11. 155.575 | 26. 167.525 |
| 12.155.600 | 27. 167.550 |
| 13. 155.625 | 28. 167.5875 |
| 14. 155650 | 29. 167.625 |
| 15. 155.675 | 30. 167.6625 |

4.4.8 Khan Yunis

| 1. | * 150.325 | 9. 162.4875 |
|----|------------|--------------|
| 2. | * 155.7375 | 10. 162.5375 |
| 3. | 150.375 | 11. 162.5875 |
| 4. | 150.4125 | 12. 162.6375 |
| 5. | 150.450 | 13. 167.4875 |
| 6. | 155.550 | 14. 167.5625 |
| 7. | 155.5875 | 15. 167.6375 |
| 8. | 155.6215 | 16. 167.675 |

4.4.9 Rafah

| 1. | * 150.3375 | 9. 162.6125 |
|----|------------|--------------|
| 2. | * 155.750 | 10. 162.6625 |

| 3. | 150.3875 | 11. 162.6875 |
|----|----------|--------------|
| 4. | 150.425 | 12. 167.5375 |
| 5. | 155.5625 | 13. 167.575 |
| 6. | 162.500 | 14. 167.6125 |
| 7. | 162.525 | 15. 167.650 |
| 8. | 162.5625 | 16. 167.6875 |

4.4.10 Jericho

| 1. | * 150.275 | 9. 162.6125 |
|----|------------|--------------|
| 2. | * 155.6875 | 10. 162.6625 |
| 3. | 150.3875 | 11. 162.6875 |
| 4. | 150.425 | 12. 167.5375 |
| 5. | 155.5625 | 13. 167.575 |
| 6. | 162.500 | 14. 167.6125 |
| 7. | 162.525 | 15. 167.650 |
| 8. | 162.5625 | 16. 167.6875 |

4.4.11 Hebron

| 1. | * 150.300 | 14. 155.6875 |
|----|------------|--------------|
| 2. | * 155.7125 | 15. 155.750 |
| 3. | * 155.775 | 16. 162.500 |
| 4. | 150.225 | 17. 162.525 |
| 5. | 150.250 | 18. 162.5625 |
| 6. | 150.275 | 19. 162.6125 |
| 7. | 150.3375 | 20. 162.6625 |

| 8. 150.350 | 21. 162.6875 |
|--------------|--------------|
| 9. 150.3875 | 22. 167.5375 |
| 10. 150.425 | 23. 167.575 |
| 11. 155.5625 | 24. 167.6125 |
| 12. 155.6375 | 25. 167.650 |
| 13. 155.6625 | 26. 167.6875 |

Notice:

- 1. The frequencies marked with (*) are assigned for exclusive use by the Palestinian side and can serve for multi-areas networks and for trunking systems.
- 2. All other frequencies are for use only at the specific area since some of the frequencies are duplicated at various areas in Israel.
- 3. All frequencies are assigned to be used with BW=2.5KHz and Power=up to 25 watts; all values are in MHz. The frequencies marked with (*) can be used with unlimited power.

5. S.H.F.

- 5.1 Microwave Links
- 5.1.1 TV Specific Links

For long distance use at specific locations for TV transmission as detailed below:-

| Location A | Tx Freq (MHz) | Location B | Tx Freq (MHz) | Pol | B.W. (MHz) | Power (dBm) |
|------------|------------------|------------|------------------|-----|---------------|----------------|
| Ramallah 1 | 7519 | Ramallah 2 | 7680 | II | 34TV | 27 |
| Ramallah 2 | 7624 | Talita | 7463 | v | 34TV | 27 |
| Talita | 7519 | Hebron | 7680 | Н | 34TV | 27 |

| Hebron | 7624 | Gaza | 7463 | Н | 34TV | 27 |
|------------|------|------------|------|---|------|----|
| Gaza | 7519 | Khan Yunis | 7680 | v | 34TV | 27 |
| Ramallah 2 | 7680 | Nablus | 7519 | v | 34TV | 27 |
| Nablus | 7463 | Jenin | 7624 | Н | 34TV | 27 |
| Ramallah 1 | 23G | Ramallah | 23G | v | 34TV | 27 |

The Palestinian side is requested to confirm the above microwave links topology for the TV network.

5.1.2 7GHz Additional Links

The links are for long distance use at any location in the West Bank and the Gaza Strip for radio, civil networks, Police networks, official networks and other uses. These links can be duplicated in these areas; however, frequency assignment for specific locations should be coordinated through the JTC.

The list of these links at 7GHz band, is:-

| Freq (M) | A Freq Hz) (| B MHz) | B.W. (MHz) | Power (dBm) |
|-------------|-----------------|-----------|---------------|----------------|
| 1.6 | 640 | 6820 | 10 | 27 |
| 2. 6 | 720 | 7060 | 10 | 27 |

5.1.3 23 GHz Microwave Links

For short distance exclusive use at any location in the West Bank and the Gaza Strip for any service, the following frequencies are assigned:-

| Freq | A Freq | B B.W. | Power |
|-------|--------|---------------|-------|
| (MHz) | (MHz) | (MHz) | (dBm) |

| 1. 21255 | 22455 | 28 | 27 |
|----------|-------|----|----|
| 2. 21295 | 22495 | 28 | 27 |
| 3. 21495 | 22695 | 28 | 27 |
| 4. 21610 | 22810 | 28 | 27 |
| 5. 22310 | 23510 | 28 | 27 |

6. U.H.F. Trunking

6.1 Police and Official Networks

The following sub-bands are assigned at 410 to 450 MHz, for exclusive use for mobile service of Police and official trunking networks, in the West Bank and the Gaza Strip.

- 1. 414 to 415.5 MHz
- 2. 424 to 425.5 MHz

6.2 Civil and Commercial Networks

The following sub-bands are assigned at 410 to 450 MHz, for exclusive use for mobile services of civil and commercial trunking networks in the West Bank and the Gaza Strip.

- 1. 412.5 to 414 MHz
- 2. 422.5 to 424 MHz
- 3. 428.5 to 430 MHz
- 4. 438.5 to 440 MHz

7. Satellite Services

Frequencies will be assigned upon specific requests, for each station, through the JTC.

8. GSM

Mutual participation will be agreed in the JTC according to the planning of each side, and the division of this section of frequencies will take into account the users ratio of each side.

9. E.H.F.

As soon as any need arises.

SCHEDULE 6 List of Approved TV Channels and the Locations of Transmitters

Pursuant to Article 36, paragraph B.5 of this Appendix:

| Jericho | Channel 24 |
|----------------------|------------|
| Nablus (Mt. Gerizim) | Channel 5 |
| Jenin | Channel 31 |
| Ramallah | Channel 25 |
| Hebron | Channel 30 |
| Gaza | Channel 31 |

SCHEDULE 7 Transportation Arrangements

Pursuant to Article 38, paragraphs 6, 17 and 19 of this Appendix:

Note: To be attached.

SCHEDULE 8 Joint Water Committee

Pursuant to Article 40, paragraph 15 of this Appendix, the obligations and responsibilities of the JWC shall include:

1. Coordinated management of the water resources as detailed hereunder, while maintaining the existing utilization from the aquifers as detailed in Schedule 10, and taking into consideration the quantities of additional water for the Palestinians as detailed in Article 40.

It is understood that the above-mentioned Schedule 10 contains average annual quantities, which shall constitute the basis and guidelines for the operation and decisions of the JWC:

- a. All licensing and drilling of new wells and the increase of extraction from any water source, by either side, shall require the prior approval of the JWC.
- b. All development of water resources and systems, by either side, shall require the prior approval of the JWC.
- c. Notwithstanding the provisions of a. and b. above, it is understood that the projects for additional water detailed in paragraph 7 of Article 40, are agreed in principle between the two sides. Accordingly, only the geo-hydrological and technical details and specifications of these projects shall be brought before the JWC for approval prior to the commencement of the final design and implementation process.
- d. When conditions, such as climatological or hydrological variability, dictate a reduction or enable an increase in the extraction from a resource, the JWC shall determine the changes in the extractions and in the resultant supply. These changes will be allocated between the two sides by the JWC in accordance with methods and procedures determined by it.
- e. The JWC shall prepare, within three months of the signing of this Agreement, a Schedule to be attached to this Agreement, of extraction quotas from the water resources, based on the existing licenses and permits. The JWC shall update this Schedule on a yearly basis and as otherwise required.
- 2. Coordinated management of water and sewage systems in the West Bank, as follows:
 - a. Existing water and sewage systems, which serve the Palestinian population solely, shall be operated and maintained by the Palestinian side solely, without interference or obstructions, in accordance with the provisions of Article 40.
 - b. Existing water and sewage systems serving Israelis, shall continue to be operated and maintained by the Israeli side solely, without interference or obstructions, in accordance with the provisions of Article 40.
 - c. The systems referred to in a and b above shall be defined on Maps to be agreed upon by the JWC within three months from the signing of this Agreement.
 - d. Plans for construction of new water and sewage systems or modification of existing systems require the prior approval of the JWC.

SCHEDULE 9 Supervision and Enforcement Mechanism

Pursuant to Article 40, Paragraph 17 of this Appendix:

1. Both sides shall establish, upon the signing of this Agreement, no less than five Joint Supervision and Enforcement Teams (JSETs) for the West Bank, under the control and supervision of the JWC, which shall commence operation immediately.

- 2. Each JSET shall be comprised of no less than two representatives from each side, each side in its own vehicle, unless otherwise agreed. The JWC may agree on changes in the number of JSETs and their structure.
- 3. Each side will pay its own costs, as required to carry out all tasks detailed in this Schedule. Common costs will be shared equally.
- 4. The JSETs shall operate, in the field, to monitor, supervise and enforce the implementation of Article 40 and this Schedule, and to rectify the situation whenever an infringement has been detected, concerning the following:
 - a. Extraction from water resources in accordance with the decisions of the JWC, and the Schedule to be prepared by it in accordance with sub paragraph l.e of Schedule 8.
 - b. Unauthorized connections to the supply systems and unauthorized water uses;
 - c. Drilling of wells and development of new projects for water supply from all sources;
 - d. Prevention of contamination and pollution of water resources and systems;
 - e. Ensuring the execution of the instructions of the JWC on the operation of monitoring and measurement systems;
 - f. Operation and maintenance of systems for collection, treatment, disposal and reuse, of domestic and industrial sewage, of urban and agricultural runoff, and of urban and agricultural drainage systems;
 - g. The electric and energy systems which provide power to all the above systems;
 - h. The Supervisory Control and Data Acquisition (SCADA) systems for all the above systems;
 - i. Water and sewage quality analyses carried out in approved laboratories, to ascertain that these laboratories operate according to accepted standards and practices, as agreed by the JWC. A list of the approved laboratories will be developed by the JWC;
 - j. Any other task, as instructed by the JWC.
- 5. Activities of the JSETs shall be in accordance with the following:
 - a. The JSETs shall be entitled, upon coordination with the relevant DCO, to free, unrestricted and secure access to all water and sewage facilities and systems, including those privately owned or operated, as required for the fulfillment of their function.
 - b. All members of the JSET shall be issued identification cards, in Arabic, Hebrew and English containing their full names and a photograph.

- c. Each JSET will operate in accordance with a regular schedule of site visits, to wells, springs and other water sources, water works, and sewage systems, as developed by the JWC.
- d. In addition, either side may require that a JSET visit a particular water or sewage facility or system, in order to ensure that no infringements have occurred. When such a requirement has been issued, the JSET shall visit the site in question as soon as possible, and no later than within 24 hours.
- e. Upon arrival at a water or sewage facility or system, the JSET shall collect and record all relevant data, including photographs as required, and ascertain whether an infringement has occurred. In such cases, the JSET shall take all necessary measures to rectify it, and reinstate the status quo ante, in accordance with the provisions of this Agreement. If the JSET cannot agree on the actions to be taken, the matter will be referred immediately to the two Chairmen of the JWC for decision.
- f. The JSET shall be assisted by the DCOs and other security mechanisms established under this Agreement, to enable the JSET to implement its functions.
- g. The JSET shall report its findings and operations to the JWC, using forms which will be developed by the JWC.

SCHEDULE 10 Data Concerning Aquifers

Pursuant to Article 40, paragraph 20 and Schedule 8 paragraph 1 of this Appendix:

The existing extractions, utilization and estimated potential of the Eastern, North-Eastern, and Western Aquifers are as follows: Eastern Aquifer:

- In the Jordan Valley, 40 mcm to Israeli users, from wells;
- 24 mcm to Palestinians, from wells;
- 30 mcm to Palestinians, from springs;
- 78 mcm remaining quantities to be developed from the Eastern Aquifer;
- Total = 172 mcm.

North-Eastern Aquifer:

- 103 mcm to Israeli users, from the Gilboa and Beisan springs, including from wells;
- 25 mcm to Palestinian users around Jenin; - 17 mcm to Palestinian users from East Nablus springs;

- Total = 145 mcm.

Western Aquifer:

- 340 mcm used within Israel;

- 20 mcm to Palestinians;
- 2 mcm to Palestinians, from springs near Nablus,
- Total= 362 mcm.
- All figures are average annual estimates.

The total annual recharge is 679 mcm.

SCHEDULE 11 The Gaza Strip

Pursuant to Article 40, Paragraph 25:

- 1. All water and sewage (hereinafter referred to as "water") systems and resources in the Gaza Strip shall be operated, managed and developed (including drilling) by the Council, in a manner that shall prevent any harm to the water resources.
- 2. As an exception to paragraph 1., the existing water systems supplying water to the Settlements and the Military Installation Area, and the water systems and resources inside them shall continue to be operated and managed by Mekoroth Water Co.
- 3. All pumping from water resources in the Settlements and the Military Installation Area shall be in accordance with existing quantities of drinking water and agricultural water. Without derogating from the powers and responsibilities of the Council, the Council shall not adversely affect these quantities.

Israel shall provide the Council with all data concerning the number of wells in the Settlements and the quantities and quality of the water pumped from each well, on a monthly basis.

- 4. Without derogating from the powers and responsibilities of the Council, the Council shall enable the supply of water to the Gush Katif settlement area and Kfar Darom settlement by Mekoroth, as well as the maintenance by Mekoroth of the water systems supplying these locations.
- 5. The Council shall pay Mekoroth for the cost of water supplied from Israel and for the real expenses incurred in supplying water to the Council.
- 6. All relations between the Council and Mekoroth shall be dealt with in a commercial agreement.
- 7. The Council shall take the necessary measures to ensure the protection of all water systems in the Gaza Strip.
- 8. The two sides shall establish a subcommittee to deal with all issues of mutual interest including the exchange of all relevant data to the management and operation of the water resources and systems and mutual prevention of harm to water resources.

9. The subcommittee shall agree upon its agenda and upon the procedures and manner of its meetings, and may invite experts or advisers as it sees fit.

SIDE LETTER

TO: Major General Oren Shachor Head of the Israeli side of the Civil Affairs Committee

September 22, 1995

Re: The Signing of a Commercial Agreement with Bezeq, Israel Telecommunications Corp. Ltd.

1. I hereby inform you that the Palestinian side commits itself to enter into negotiations with Bezeq immediately upon the signing of the Interim Agreement for the purpose of reaching a commercial agreement.

2. The commercial agreement between the Palestinian side and Bezeq will be signed within three months of the signing of the Interim Agreement.

Sincerely,

Jamil Tarifi Head of the Palestinian side of the Civil Affairs Committee

Note: This letter will be attached as a side letter to the Interim Agreement.

Annex IV

Protocol Concerning Legal Affairs

ARTICLE I Criminal Jurisdiction

1.

a. The criminal jurisdiction of the Council covers all offenses committed by Palestinians and/or non-Israelis in the Territory, subject to the provisions of this Article.

For the purposes of this Annex, "Territory" means West Bank territory except for Area C which, except for the Settlements and the military locations, will be gradually transferred to the Palestinian side in accordance with this Agreement, and Gaza Strip territory except for the Settlements and the Military Installation Area.

- b. In addition, the Council has criminal jurisdiction over Palestinians and their visitors who have committed offenses against Palestinians or their visitors in the West Bank and the Gaza Strip in areas outside the Territory, provided that the offense is not related to Israel's security interests.
- c. Notwithstanding the provisions of subparagraph a. above, the criminal jurisdiction of each side over offenses committed in Area B shall be in accordance with the provisions of paragraph 2.a of Article XIII of this Agreement.
- d. Individuals arrested by the Palestinian Police in Area B for public order and other reasons shall be tried before the Palestinian courts, provided that these courts have criminal jurisdiction.
- 2. Israel has sole criminal jurisdiction over the following offenses:
 - a. offenses committed outside the Territory, except for the offenses detailed in subparagraph 1. b above; and
 - b. offenses committed in the Territory by Israelis.

3.

- a. In exercising the criminal jurisdiction of their courts, each side shall have the power, inter alia, to investigate, arrest, bring to trial and punish offenders.
- b. Activities of the Palestinian Police and the Israeli military forces for the implementation of subparagraph a. above shall be as set out in the Agreement and Annex I thereto.
- 4. In addition, and without derogating from the territorial jurisdiction of the Council, Israel has the power to arrest and to keep in custody individuals suspected of having committed offenses which fall within Israeli criminal

jurisdiction as noted in paragraphs 1.c, 2 and 7 of this Article, who are present in the areas under the security responsibility of the Council, where:

a. The individual is an Israeli, in accordance with Article II of this Annex; or

b.

- (1) The individual is a non-Israeli suspected of having just committed an offense in a place where Israeli authorities exercise their security functions in accordance with Annex I, and is arrested in the vicinity in which the offense was committed. The arrest shall be with a view to transferring the suspect, together with all evidence, to the Palestinian Police at the earliest opportunity.
- (2) In the event that such an individual is suspected of having committed an offense against Israel or Israelis, and there is a need for further legal proceedings with respect to that individual, Israel may retain him or her in custody, and the question of the appropriate forum for prosecuting such a suspect shall be dealt with by the Legal Committee on a case by case basis.
- 5. In the case of an offense committed in the areas under the security responsibility of the Council by a non-Israeli against Israel or an Israeli, the Council shall take measures to investigate and prosecute the case, and shall notify Israel of the result of the investigation and any legal proceedings.
- 6. When a suspicion arises against a tourist in transit to or from Israel through the Territory in the West Bank and the Gaza Strip, that the tourist has committed an offense in the Territory and that tourist is present on roads or in Jewish holy sites specified in Article V, paragraph 7, Article VII, paragraph 9 and Appendix 4 of Annex I, the Palestinian Police may detain him in place and immediately notify the Israeli military forces which shall be authorized to arrest and question him. Where an offense has been committed by a tourist in violation of the prevailing law and further legal proceeding in respect of the tourists are required, such proceedings shall be taken by the Council.

Where such a tourist present outside these areas is detained or arrested by the Council, it shall notify the Israeli authorities within a reasonable time, not exceeding 24 hours, and shall enable them at the earliest opportunity to meet the detainee and to provide any necessary assistance, including consular notification, requested by the detainee.

7.

a. Without prejudice to the criminal jurisdiction of the Council, and with due regard to the principle that no person can be tried twice for the same offense, Israel has, in addition to the above provisions of this Article, criminal jurisdiction in accordance with its domestic laws over offenses committed in the Territory against Israel or an Israeli.

b. In exercising its criminal jurisdiction in accordance with subparagraph a. above, activities of the Israeli military forces related to subparagraph a. above shall be as set out in the Agreement and Annex I thereto.

ARTICLE II Legal Assistance in Criminal Matters

- 1. General
 - a. Israel and the Council shall cooperate and provide each other with legal assistance in criminal matters. Such cooperation shall include the arrangements detailed in this Article.
 - b. Documents served by one side in the territory under the responsibility of the other, shall be accompanied by a translation into the official language of the other side.
- 2. Cooperation in Criminal Matters
 - a. The Israeli Police and the Palestinian Police shall cooperate in the conduct of investigations. Subject to detailed arrangements to be agreed upon, such cooperation shall include the exchange of information, records and fingerprints of criminal suspects, vehicle ownership registration records, etc.
 - b. Where an offense is committed in the Territory by an Israeli acting jointly with an individual under Palestinian personal jurisdiction, the Israeli military forces and the Palestinian Police will cooperate in conducting an investigation.
 - c. The Palestinian authorities shall not arrest Israelis or place them in custody. Israelis can identify themselves by presenting Israeli documentation.

However, when an Israeli commits a crime against a person or property in the Territory, the Palestinian Police, upon arrival at the scene of the offense shall, if necessary, until the arrival of the Israeli military forces, detain the suspect in place while ensuring his protection and the protection of those involved, prevent interference with the scene of the offense, collect the necessary evidence and conduct preliminary questioning, and in any case shall immediately notify the Israeli authorities through the relevant DCO.

d. Without derogating from the jurisdiction of the Council over property located or transported within the Territory, where the property is being transported or carried by an Israeli, the following procedure shall apply: The Palestinian authorities have the power to take any measures necessary in relation to Israeli vehicles or property where such vehicle or property has been used in the commission of a crime and present an immediate danger to public safety or health. When such measures are taken, the Palestinian authorities shall immediately notify the Israeli authorities through the relevant DCO, and shall continue to take the necessary measures until their arrival.

- 3. When an Israeli is suspected of committing an offense and is present in the Territory, the Israeli military forces shall be able to arrest, search and detain the suspect as required; in areas where the Palestinian Police exercise powers and responsibilities for internal security and public order, such activities shall take place in coordination with the Palestinian Police, in its presence and with its assistance.
- 4. Israel shall hand over to the Palestinian Police the Palestinian offenders to whom Article I, paragraph 1.b applies, together with any collected evidence.
- 5. Restraining Orders

Each side shall execute orders issued by the competent organs of the other side restraining a person under the jurisdiction of that side from traveling abroad.

- 6. Summons and Questioning of Witnesses
 - a. Where the statement of a witness who is an Israeli or other person present in Israel is required for a Palestinian investigation, the statement shall be taken by the Israeli Police in the presence of a Palestinian Police officer in an Israeli facility at an agreed location.
 - b. Where the statement of a non-Israeli witness present in the Territory is required for an Israeli investigation, the statement shall be taken by the Palestinian Police in the presence of an Israeli Police officer in a Palestinian facility at an agreed location.
 - c. In exceptional cases, each side may take a statement requested by the other side itself, without the presence of the requesting side.
- 7. Transfer of Suspects and Defendants
 - a. Where a non-Israeli suspected of, charged with, or convicted of, an offense that falls within Palestinian criminal jurisdiction is present in Israel, the Council may request Israel to arrest and transfer the individual to the Council.
 - b. Where an individual suspected of, charged with, or convicted of, an offense that falls within Israeli criminal jurisdiction, is present in the Territory, Israel may request the Council to arrest and transfer the individual to Israel.
 - c. Requests under subparagraph a. and b. above shall specify the grounds for the request and shall be supported by an arrest warrant issued by a competent court.
 - d. Where the request is for the transfer of a suspect who is not a Palestinian requested by the Council;
 - (1) the arrest warrant shall only be issued pursuant to an application made by or on behalf of the Attorney-General, confirming that there is a reasonable evidentiary basis that the offense was committed by the suspect;

- (2) the offense must be punishable by not less than 7 years imprisonment under the law of the requesting side.
- e.
- (1) Individuals suspected of offenses punishable by less than 7 years' imprisonment shall be interrogated by the investigating side in a facility of the other side or at an agreed location.
- (2) Interrogation shall take place in the presence of a police officer of the other side.
- (3) Upon the request of the investigating side the other side may detain the suspect in custody pending and during questioning. Where the presence of the suspect is required for an objective reason, such as confronting witnesses and identification of sites the suspect shall be transferred for that purpose only.
- f.
- (1) Both sides, upon receipt of a request in accordance with this Article, shall effect the arrest and transfer requested.
- (2) If the individual requested is detained in custody or is serving a prison sentence, the side receiving the request may delay the transfer to the requesting side for the duration of the detention or imprisonment.
- g. No person shall be transferred in respect of an offense punishable by capital punishment unless the requesting side undertakes that capital punishment shall not be imposed in the case.

h.

- (1) Both sides shall take all necessary measures to ensure that the treatment of the individuals transferred under this article complies with the applicable legal arrangements in Israel and in the Territory and with internationally- accepted norms of human rights regarding criminal investigations.
- (2) suspects transferred under this paragraph shall have the right to be assisted during the investigation period by an advocate of their own choice.
- i. Each side may, upon the request of the other side, detain, for no more than seven days, an individual in respect of whom a request for arrest and transfer is to be made, pending the submission of such a request.
- j. The transfer of foreigners by Israel to the Council under this Article shall be subject to the applicable conventions to which Israel is a party and in coordination with the foreigner's state of origin.

- k. Both sides may agree that an individual convicted in the courts of one side shall serve his sentence in a prison of the other side, subject to arrangements and conditions to be agreed between the sides.
- 8. Assistance in the Execution of Court Orders for the Purposes of Investigation
 - a. Israel and the Council shall execute orders issued by each other's courts for the purposes of investigations (e.g., search warrants, orders for the production of documents and seizure orders), subject to the provisions of local law.
 - b. Where, for the purposes of an investigation, Israel or the Council requires that tests or examinations (such as fingerprinting or blood analysis) be effected in relation to an item situated in territory under the responsibility of the other side, that side shall effect the tests or examinations required and transfer the results to the side conducting the investigation, where feasible.

Where these results are not sufficient for the purposes of the investigation, arrangements shall be made for the transfer of the item to the side conducting the investigation.

- 9. Legal Assistance in the Conduct of Judicial Proceedings
 - a.
- (1) Summons and subpoenas issued by an Israeli court in respect of defendants and witnesses present in the Territory, shall be effected through the Council, which shall be responsible for the service of summons, and the execution of subpoenas by the Palestinian Police.
- (2) Subpoenas issued in respect of an Israeli defendant or witness present in the Territory shall be executed by the Israeli military forces. In areas where the Palestinian Police exercise powers and responsibilities for internal security and public order, such activities shall take place in the presence and with the assistance of, the Palestinian Police.
- b. Summons and subpoenas issued by a Palestinian court in respect of defendants and witnesses in Israel shall be effected through the Israeli Police who shall be responsible for the service of summons and the execution of subpoenas.
- c. Where the evidence of an Israeli witness is required in connection with proceedings conducted by a Palestinian court, the witness shall testify at a Palestinian court sitting at an agreed venue and the witness shall be accompanied by representatives of the Israeli military forces together with the Palestinian Police.
- d. Where the evidence of a witness is required in connection with proceedings conducted by a court of one side, a notice of such a request will be given to the authorities of the other side to summon the witness.

10. Nothing in this Annex shall derogate from each side's powers and responsibilities as detailed in Annex I.

ARTICLE III Civil Jurisdiction

- 1. The Palestinian courts and judicial authorities have jurisdiction in all civil matters, subject to this Agreement.
- 2. In cases where an Israeli is a party: the Palestinian courts and judicial authorities have jurisdiction over civil actions in the following cases:
 - a. the subject matter of the action is an ongoing Israeli business situated in the Territory (the registration of an Israeli company as a foreign company in the Territory being evidence of the fact that it has an ongoing business situated in the Territory);
 - b. the subject matter of the action is real property located in the Territory;
 - c. the Israeli party is a defendant in an action and has consented to such jurisdiction by notice in writing to the Palestinian court or judicial authority,
 - d. the Israeli party is a defendant in an action, the subject matter of the action is a written agreement, and the Israeli party has consented to such jurisdiction by a specific provision in that agreement;
 - e. the Israeli party is a plaintiff who has filed an action in a Palestinian court. If the defendant in the action is an Israeli, his consent to such jurisdiction in accordance with subparagraphs c. or d. above shall be required, or
 - f. actions concerning other matters as agreed between the sides.
- 3. The jurisdiction of the Palestinian courts and judicial authorities does not cover actions against the State of Israel including its statutory entities, organs and agents.
- 4. Israelis, including registered companies of Israelis, conducting commercial activity in the Territory are subject to the prevailing civil law in the Territory relating to that activity. Enforcement of judicial and administrative judgments and orders issued against Israelis and their property shall be effected by Israel, within a reasonable time, in coordination and cooperation with the Council.

ARTICLE IV Legal Assistance in Civil Matters

Service of Documents

- a. Israel and the Council will be responsible for the service of legal documents, including subpoenas, issued by the judicial organs under the responsibility of the other side.
- b. Documents served by one side in the territory under the responsibility of the other, shall be accompanied by a translation into the official language of the other side.

Taking of Evidence

Israel and the Council will make arrangements for taking evidence from witnesses when necessary, when such evidence is sought in connection with proceedings conducted by the judicial organs under the responsibility of the other side.

Enforcement of Judgments

- a. Israel and the Council will enforce judgments rendered by the judicial organs under the responsibility of the other side, provided that the judicial organ concerned has the jurisdiction to render the judgment and further provided that the enforcement is not contrary to public policy. The execution offices under the responsibility of each side shall execute such judgments as if rendered by their own judicial organs.
- b. In executing any judgment against Israelis, the Palestinian execution offices may issue orders (e.g., attachments, receivership, eviction) against Israeli property within the Territory. The Palestinian Police shall effect the execution of such orders jointly with the Israeli Police, which undertakes to respect the said orders.

This subparagraph does not relate to attachments effected by the service of documents without requiring any physical actions, such as attachments of bank accounts.

c. Without derogating from the civil jurisdiction of the Palestinian courts and judicial authorities in accordance with Article III, imprisonment orders against Israelis, and orders restraining Israelis from traveling abroad (excluding interim orders before a judgment was given), shall only be issued by Israeli execution offices and effected by the Israeli police.

Annex V

Protocol on Economic Relations

Supplement to the Protocol on Economic Relations

1. The clearance of revenues from all import taxes and levies and from excise on fuel products between Israel and the Council, according to this Agreement, will come into full force on the date of completion of the first phase of the redeployment of the Israeli military forces prior to the elections, i.e., 22 days before the day of elections (hereinafter "the said date").

However, in view of the special needs of the Palestinian Authority and in order to assist it in covering current expenses, Israel has agreed to transfer to the Palestinian Authority:

- a. One month after the signing of this Agreement 50% of the revenues collected during this month from import taxes on goods, the final destination of which is the West Bank, and from excise on petroleum purchased by the Palestinian side for the West Bank.
- b. Two months after the signing of this Agreement 50% of the revenues collected during the previous month from import taxes and petroleum excise as aforesaid.
- c. On the said date 100% of the revenues collected during the period since the previous payment according to subparagraph b. above, from import taxes and petroleum excise as aforesaid.
- 2. In addition, on the said date Israel will transfer to the Palestinian Authority 15 million NIS as an advance payment in respect of the remaining surplus of the Civil Administration's budget as mentioned in paragraph 2 of Article 39 (Treasury) of Annex III.
- 3. Israel will transfer immediately 12 million NIS to cover the recurrent costs of the eight spheres transferred to the Palestinian Authority starting from September 1, 1995.
- 4. For the purposes of the implementation of the Protocol on Economic Relations, Israel will deduct 3% from each transfer to the Palestinian side of import taxes and other indirect taxes, in order to cover Israel's administrative costs in collecting these taxes and in handling matters related to them.
- 5. The two sides will continue discussion through the Joint Economic Committee on the procedures for the set-off of financial obligations between the two sides, including legal entities under their control or management.
- 6.
- a. Cigarettes, alcohol, iron and cement will be added to list A2 attached to the Protocol on Economic Relations in accordance with subparagraphs 2.a.(2)

and 2.b of Article III of the Protocol, in quantities according to the Palestinian market needs, taking into account the quantities of these goods included in list Al.

However, with regard to these goods, the Israeli rates of customs, purchase tax, levies, excises and other charges, prevailing at the date of signing of the Agreement, as changed from time to time, shall serve as the minimum basis for the Council.

- b. The quantities of electrical equipment in lists Al and A2 will be revised and increased by the JEC to cover all the needs of the Palestinian market.
- 7. Articles V (Direct Taxation) and VI (Indirect Taxes on Local Production) of the Protocol on Economic Relations shall be replaced by the Articles attached as Appendices 1 and 2 to this Supplement.

APPENDIX 1

(Replacing Article V of the Protocol on Economic Relations)

ARTICLE V Direct Taxation

- 1. Israel and the Palestinian side will each determine and regulate independently its own tax policy in matters of direct taxation, including income tax on individuals and corporations, property taxes, municipal taxes and fees.
- 2. Each tax administration will have the right to levy the direct taxes generated by economic activities within the area under its tax responsibility.
- 3. Each tax administration may impose additional taxes on its residents (individuals and corporations) who conduct economic activities in areas under the tax responsibility of the other side.
- 4. Israel will transfer to the Palestinian side a sum equal to:
 - a. 75% of the income taxes collected from Palestinians from the West Bank and the Gaza Strip employed in Israel.
 - b. The full amount of the income taxes collected from Palestinians from the West Bank and the Gaza Strip employed in the Settlements.
- 5. When a Palestinian remits payment to an Israeli the following rules regarding deduction at source shall apply:
 - a. No tax shall be deducted at source on income from the sales of goods from the areas under Israeli tax responsibility, which are not supplied by means of a permanent establishment in the areas under Palestinian tax responsibility. Where income from the sales of goods is attributable to a permanent establishment in the areas under Palestinian tax responsibility, tax may be deducted at source, but only on such income as is attributable to such permanent establishment.

- b. No tax shall be deducted at source on income derived by an Israeli from transportation activities, if the point of departure or the point of final destination is in the areas under Israeli tax responsibility.
- 6. When an Israeli remits payment to a Palestinian which is income accruing in or deriving in the West Bank and the Gaza Strip, the following rules regarding deduction at source shall apply:
 - a. No tax shall be deducted at source on income from the sales of goods from the areas under Palestinian tax responsibility which are not supplied by means of a permanent establishment in the areas under Israeli tax responsibility. Where income from the sales of goods is attributable to a permanent establishment in the areas under Israeli tax responsibility, tax may be deducted at source, but only on such income as is attributable to such permanent establishment.
 - b. No tax shall be deducted at source on income derived by a Palestinian from transportation activities, if the point of departure or the point of final destination is in the areas under Palestinian tax responsibility.
- 7. Non-deduction at source in accordance with the provisions of paragraphs 5 and 6 above shall be carried out through the use of certificates in the form set out in Schedule 1. Such certificates shall be issued on special paper in order to assure that the certificates are authentic. The certificates will be worded in both Hebrew and Arabic and will be filled out in the language of the other side or in English, and the figures will be written in "Arabic" (not Hindi) numerals.
- 8.
- a. In any case, where the appropriate certificate referred to in paragraph 7 has not been presented to the payer prior to the payment of income referred to in paragraphs 5 and 6 above, tax will be deducted at source by the payer according to the applicable law.
- b. With regard to income not referred to in paragraphs 5 and 6 above, tax may be imposed by the tax administration responsible for the areas in which the income was accrued or derived.
- 9. Each side will grant its residents a tax relief for income tax paid by them on income accrued in or derived in the areas under the tax responsibility of the other side.
- 10. Both sides agree that a special subcommittee will be established to finalize the arrangements and procedures regarding taxation issues (including issues concerning double taxation).

APPENDIX 2

(Replacing Article VI of the Protocol on Economic Relations)

ARTICLE VI Indirect Taxes on Local Production

- 1. The Israel and the Palestinian tax administrations will levy and collect VAT and purchase taxes on local production, as well as any other indirect taxes, in their respective areas.
- 2. The purchase tax rates within the jurisdiction of each tax administration will be identical as regards locally produced and imported goods.
- 3. While the prevailing concepts and principles of VAT will continue to be applied by both sides in a compatible way, the Palestinian VAT rate shall not be lower than 2% below the Israeli VAT rate (the present Israeli VAT rate is 17%).
- 4. The Palestinian side will decide on the maximum annual turnover for businesses under its jurisdiction to be exempt from VAT, within an upper limit of 12,000 US \$.
- 5.
- a. Ongoing permanent businesses will register for VAT purposes with the VAT administration of the side exercising responsibility in the place in which they are situated.
- b. When subparagraph a. does not apply, dealers will register for VAT purposes with the VAT administration of the side of their residence, notwithstanding the place of their activity. A corporation will register for VAT purposes according to the residency of the individual holding the majority of its shares which grant rights to distribution of profits.
- c. Special cases of dealers having ongoing operations in the other side without having a permanent place of business there, will be dealt with by the joint committee established according to paragraph ll below, upon a request of either side.
- d. Each side will provide the other side, upon request, information concerning sales of specific dealers from one side to specific dealers from the other side. Israel will provide the Palestinian tax administration assistance in collecting information concerning the activities in Israel of Palestinian dealers registered for VAT purposes with the Palestinian VAT administration having ongoing operations in Israel, and will enable Palestinian inspectors to follow their activities in Israel, as necessary for tax enforcement purposes and allowed by law.
- 6. The VAT on purchases by dealers registered for VAT purposes will accrue to the VAT administration with which the dealer is registered.
- 7. The principles set out in paragraphs 1-6 of this Article shall also apply to wage-and-profit tax on financial institutions.
- 8. There will be clearance of VAT revenues between the Israeli side and the Palestinian side according to the following conditions:

- a. The VAT clearance will apply to VAT on transactions between dealers registered with different VAT administrations.
- b. The following procedures will apply to clearance of VAT revenues accruing from transactions by dealers registered for VAT purposes:
 - (1) For transactions between dealers registered with the different VAT administrations special invoices, clearly marked for this purpose must be used, and they will be accepted for clearance purposes.
 - (2) These invoices will be worded in both Hebrew and Arabic and will be filled out in any of these two languages or in English, provided that the figures are written in "Arabic" (not Hindi) numerals and that the amounts filled out in the invoice are stated also in NIS. The amount of VAT will be specified both numerically and in words.
 - (3) For the purposes of tax rebates, such invoices will be valid for six months from their date of issue.
 - (4) Representatives of the two sides will meet once a month, on the twenty-fifth day of the month, to present each other with a list of invoices submitted to them for tax rebate, for VAT clearance. This list will include the following details regarding each invoice:

(a) the number of the registered dealer issuing it;

- (b) the name of the registered dealer issuing it;
- (c) the number of the invoice;
- (d) the date of issue;

(e) the amount of the invoice - with a separate reference to the amount of VAT; and

- (f) the name and the registration number of the recipient of the invoice.
- (5) The clearance claims will be settled within six days from the meeting, through a payment by the side with the net balance of claims against it, to the other side.
- (6) Each side will provide the other side, upon request, with invoices for verification purposes. Each tax administration will be responsible for providing invoices for verification purposes for two years after receiving them.
- (7) Each side will take the necessary measures to verify the authenticity of the invoices presented to it for clearance by the other side.
- (8) Claims for VAT clearance which will not be found valid will be deducted from the next clearance payment.

- (9) Once an interconnected computer system for tax rebates to dealers and for VAT clearance between the two sides is operational, it will replace the clearance procedures specified in subparagraph (4) above.
- (10) The two tax administrations will exchange lists of the dealers registered with them and will provide each other with the necessary documentation if requested, for the verification of transactions.
- (11) The joint subcommittee established under paragraph 11 will deal with the implementation of the provisions of this paragraph.
- 9. VAT paid on transactions made with dealers registered with the Israeli side by not-for-profit Palestinian organizations and institutions, or by financial institutions, which are registered with the Palestinian side, or by the Palestinian local authorities, or by the Palestinian side itself, will be remitted to the Palestinian side in accordance with the clearance system set out in paragraph 8 above.
- 10. VAT paid on transactions made with dealers registered with the Palestinian side by not-for-profit Israeli organizations and institutions, or by financial institutions, which are registered with the Israeli side, or by the Israeli local authorities, or by the Israeli side itself, will be remitted to the Israeli side in accordance with the clearance system set out in paragraph 8 above.
- 11. The two sides will establish a joint committee composed of representatives of both VAT administrations. This committee will deal with all issues requiring coordination and cooperation with regard to this Article.

SCHEDULE 1

Pursuant to Article V (Direct Taxation):

Serial No._____

Certificate of Non-Deduction of Income Tax at Source by the Palestinian Tax Administration

То:_____

(name of payer)

1. We hereby certify that: (name of recipient)

I.D. Number and/or dealer number

home address

business address

is entitled to receive the full amount of NIS ______ for the sale of goods/ transportation activities without deduction of tax at source.

2. This certification shall apply only to income accruing in or deriving in the West Bank or Gaza Strip, and shall be valid from ______ (date) until ______ (date) and/or for invoice(s) No. _____.

3. This certification is valid only on presentation of the original certificate.

This certificate was issued by Date of issue

Serial No._____

Certificate of Non-Deduction of Income Tax at Source by the Israeli Tax Administration

То:_____

(name of payer)

1. We hereby certify that:

(name of recipient)

I.D. Number and/or dealer number

home address

business address

is entitled to receive the full amount of NIS ______ for the sale of goods/ transportation activities without deduction of tax at source.

2. This certification shall apply only to income accruing in or deriving in Israel, the Settlements and military locations, and shall be valid from _____ (date) until _____

(date) and/or for invoice(s) No. _____.

3. This certification is valid only on presentation of the original certificate.

This certificate was issued by Date of issue

Annex VI

Protocol Concerning Israeli-Palestinian Cooperation Programs

ARTICLE I Objectives

1. The two sides are determined to establish dialogue and cooperation on the bases of equality, fairness and reciprocity within the context of the interim period, and to act together in order to ensure that peace, stability and cooperation between them are reinforced and sustained.

In striving to live in peaceful coexistence, the two sides will seek to design and implement various programs which will facilitate the efforts leading to full reconciliation based on the agreed political process, and make it possible for smooth implementation of a permanent settlement based on Security Council Resolutions 242 and 338.

- 2. To that end, the two sides agree to establish and maintain between them an extensive program of cooperation in fields of human activity including in economic, scientific, social and cultural fields, involving officials, institutions, and the private sector.
- 3. The two sides will act to meet common challenges which require a coordinated overall approach and, taking into account their respective distinguishing features, they will act with respect for the values and human dignity of the other side.
- 4. The two sides are committed to strengthening regional cooperation which takes into account the interests of each side, in particular within the framework of the multilateral Middle East peace talks.

ARTICLE II Scope

The scope of cooperation between the two sides, as detailed in this Annex, will include, inter alia, the following main aspects:

- a. cooperation with regard to environmental protection;
- b. economic cooperation,
- c. scientific and technological cooperation;
- d. cultural and educational cooperation; and
- e. cooperation in enhancing the dialogue and relations between the two peoples through a people-to-people program.

ARTICLE III Standing Cooperation Committee

1. A Standing Cooperation Committee is hereby established (hereinafter "the SCC").

- a. The SCC shall be composed of an equal number of members from each side and may be assisted in its meetings by experts and technicians as necessary.
- b. The SCC shall adopt its rules of procedure. It shall meet once a month. Meetings may be held more frequently at the request of either side.
- c. The SCC shall reach its decisions by agreement.
- d. The SCC may set up working groups or bodies for the implementation of this Annex.
- 3. The SCC shall deal with the matters covered in this Annex. It shall consider and decide on the methods and modalities for the implementation of the various fields of cooperation as detailed in Article IX. It may decide to add new fields of cooperation.

ARTICLE IV Principles of Economic Cooperation

- 1. The two sides recognize the importance of economic growth, especially on the Palestinian side and cooperation based on the principles of equity, fairness, and reciprocity as a key factor in the context of building peace and reconciliation.
- 2. To this end, the two sides shall promote economic cooperation, including the promotion of joint ventures for their mutual benefit, in accordance with the overall objectives and principles set out in this Annex. This endeavor shall be pursued without derogating from the provisions of Annex III of the Declaration of Principles, Annex V of this Agreement (Protocol on Economic Matters), and any subsequent agreement or understanding reached between them during the interim period.
- 3. In implementing the various economic cooperation programs, the two sides will ensure that aspects of environmental protection including air, water, marine and land resources, and prevention of environmental risks, hazards and nuisances will be taken into consideration.
- 4. Without derogating from the existing agreements between them, economic cooperation between the two sides shall focus principally on sectors producing balanced economic, social, and human development and growth. The cooperation aims, among other things, at:
 - a. developing the infrastructure and a strong base for the Palestinian economy;
 - b. strengthening the bases for independent and institutional economic decision making processes within the Palestinian side;
 - c. supporting the establishment of the Palestinian Standards and Specifications Institute, export institute, etc.;
 - d. working together to promote social development and foster the rise of Palestinian standards of living; and

- e. aspiring towards reducing the disparity in the level of the respective economic development of the two sides.
- 5. Economic cooperation between the two sides shall include exchange of information and ideas on economic issues, matters and transactions involving the two sides.
- 6. Economic cooperation between the two sides shall take into account changes in economic policies in various economic spheres.

ARTICLE V Sectors of Economic Cooperation

1. Industrial Cooperation

The two sides shall promote industrial cooperation, and, in particular.

- a. facilitate cooperation between their respective economic institutions and business sectors;
- b. examine ways to facilitate the establishment of joint ventures;
- c. promote cooperation between small and medium-sized enterprises of both sides;
- d. seek ways to increase Palestinian industrial output through, inter alia, the promotion of a program of industrial parks or zones in accordance with an agreed concept and in cooperation with all relevant institutions; and
- e. dedicate special efforts to attract the international business sector and in particular multinational firms.
- 2. Agricultural Cooperation

The two sides recognize the importance of promoting cooperation in the field of agriculture, and shall in particular:

- a. promote cooperation between their respective private farming sectors;
- b. facilitate and promote smooth trade between the respective markets;
- c. examine ways to facilitate the establishment of joint ventures;
- d. establish channels for the exchange of information on farming methods, irrigation, water and soil treatment, herbicides, pesticides, etc.;
- e. cooperate and coordinate in the field of plant protection and veterinary diseases;
- f. promote joint efforts to combat desertification and encourage the development of agricultural projects in arid and semi-arid areas.
- 3. Environment

- a. The two sides shall promote cooperation in preventing the deterioration of the environment, controlling pollution and ensuring the proper protection and rational use of natural resources in their respective areas, with a view to ensuring environmentally sustained development and promoting regional environment projects.
- b. Cooperation in the protection of the environment will focus, inter alia, on preparing proposals for projects, studies, and recommendations on:
 - (1) development and implementation of appropriate treatment of liquid, solid and hazardous wastes and the control, storage, discharge transportation and disposal of hazardous materials, pollutants, and radioactive waste,
 - (2) prevention and control of marine pollution from ships and from landbased sources;
 - (3) preventing and minimizing the harmful effects of pollution on soil, water and air quality;
 - (4) use of appropriate tools of environmental management and environmental monitoring methods, including the adoption of and use of internationally accepted environmental principles and standards of Environment Impact Assessment and environmental information systems;
 - (5) development of programs of combating desertificationn and protection of nature and endangered species and the preservation of forests and natural reserves; and
 - (6) promotion of environmental education and awareness programs.
- c. Both sides shall cooperate in preventing the transfer of internationally banned and restricted chemicals including, pesticides, insecticides, and fertilizers between their respective areas.
- d. Both sides shall cooperate in setting an emergency warning system to respond to events or accidents which may generate environmental pollution, damage, or hazards.
- e. The Environmental Experts Committee established under this Agreement will implement the environmental cooperation proposed above in coordination with the SCC.
- 4. Energy

The two sides shall promote cooperation between them in order to:

- a. develop plans to promote the use of environmentally clean alternative sources of energy such as solar and wind energy;
- b. enhance cooperation in energy conservation;

- c. promote, within the framework of regional cooperation, projects for their mutual benefit in the field of electricity; and
- d. develop options for joint ventures which will include the international business sector in the field of energy production, management and supply.
- 5. Transport
 - a. The two sides shall promote cooperation in the field of transport and related infrastructure, in order to accommodate any increase in the flow of passengers and goods, and modernize the transportation infrastructure through:
 - (1) promoting joint technological and research programs; and
 - (2) assisting and facilitating the establishment of a Palestinian Standards and Specifications Institute in this field based on international standards.
 - b. The two sides will work towards normal movement of vehicles across the crossing points with Jordan and Egypt.
- 6. Tourism
 - a. In order to best utilize the unique advantages provided to the tourism industry in conditions of stability, the two sides shall examine ways to:
 - (1) increase the volume of incoming tourism;
 - (2) plan and develop the necessary infrastructure, facilities and services in order to accommodate increased demand;
 - (3) encourage the involvement of major foreign, regional, as well as multinational tourist conglomerates and entrepreneurs; and
 - (4) continue and expand the existing vocational training programs, in the various tourist vocations.
 - (5) encourage joint ventures in the tourism field in all areas of mutual benefit including on the Dead Sea. In this regard Palestinian private projects as well as joint ventures in accordance with the DOP, will be located as agreed on the shore of the Dead Sea.
 - b. The two sides shall exchange information and promote cooperation on planned tourism development projects and tourism marketing projects, tourist exhibitions, conventions and publications.
 - c. The two sides shall facilitate and encourage smooth movement of tourists between their respective areas.
 - d. The two sides shall also encourage the development of cooperation programs between their competent organizations in this field.

ARTICLE VI Scientific and Technological Cooperation

The two sides shall promote cooperation in scientific research and technological development, and shall devote special attention to the following:

- a. establishment of contacts between research and scientific institutions of both sides;
- b. organization of joint scientific meetings (seminars and workshops);
- c. joint research and development activities aimed at encouraging scientific progress and the transfer of technology and know-how;
- d. training activities and mobility programs for researchers, scientists and specialists from both sides, and
- e. development of an environment conducive to research, application of new technologies and adequate protection of intellectual property rights for the results of such research.

ARTICLE VII Cultural and Educational Cooperation

1. Cultural Cooperation

The two sides shall promote cultural cooperation and encourage the development of cooperation between their institutions or organizations in the fields of art, music, theater, literature, literary translations, publishing, cinema and film-making.

2. Media and Communication

The two sides shall promote and encourage direct cooperation between news agencies, newspapers, and radio and television stations. In addition, the two sides will cooperate with third countries in order to promote the exposure of the benefits of the peace process to the respective societies.

- 3. Educational Cooperation
 - a. The two sides shall promote cooperation by encouraging and facilitating exchanges in the field of education and by providing appropriate conditions for direct contacts between schools and educational institutions of both sides.
 - b. The two sides shall cooperate with the aim of raising the level of general education and professional training of their respective populations taking into consideration priorities to be determined by each side.
 - c. The cooperation shall focus, in particular, on the following areas:

(1) cooperation among educational/training institutions;

(2) exchanges of information between universities;

- (3) language training; and
- (4) other ways of promoting better mutual understanding of their respective cultures.
- 4. Sports and Youth
 - a. The two sides shall encourage cooperation in sports and physical culture, especially through the exchange of sports delegations and teams, as well as through the organizing of sports meetings and games.
 - b. The two sides shall encourage contacts and exchanges between youth organizations and shall promote exchanges of high school and university students.

ARTICLE VIII The People-To-People Program

- 1. The two sides shall cooperate in enhancing the dialogue and relations between their peoples in accordance with the concepts developed in cooperation with the Kingdom of Norway.
- 2. The two sides shall cooperate in enhancing dialogue and relations between their peoples, as well as in gaining a wider exposure of the two publics to the peace process, its current situation and predicted results.
- 3. The two sides shall take steps to foster public debate and involvement, to remove barriers to interaction, and to increase the people to people exchange and interaction within all areas of cooperation described in this Annex and in accordance with the overall objectives and principles set out in this Annex.

ARTICLE IX Drugs

- 1. In addition to the cooperation provided for in Article II of Annex IV of this Agreement concerning legal assistance in criminal matters, the two sides shall cooperate with a view to, inter alia:
 - a. improving the effectiveness of policies, including information and public awareness, educational and sociological activities directed at countering the supply of, and illicit trafficking in, narcotic drugs and psychotropic substances and reducing the abuse of these products
 - b. encouraging a joint approach to reducing demand; and
 - c. encouraging a joint approach to prevent the use of the Two sides' financial systems to launder capital arising from criminal activities in general and drug trafficking in particular.
- 2. Cooperation shall take the form of, inter alia, exchanges of information and where appropriate joint activities on establishing social and health institutions and information systems, and implementing projects in these spheres, including training and research projects.

ARTICLE X Methods and Modalities of Cooperation

- 1. The SCC shall determine methods and modalities for the implementation of cooperation between the two sides.
- 2. Cooperation shall be implemented in particular by:
 - a. regular dialogue;
 - b. regular exchange of information and ideas in every sector of cooperation including meetings of officials and experts;
 - c. transfer of advice, expertise and training;
 - d. initiating and conducting joint activities such as seminars and workshops; and
 - e. technical, administrative and regulatory assistance.
- 3. The SCC, its subsidiary working groups and bodies or various official agencies that may be asked to promote this cooperation, will develop joint action programs in the various fields of cooperation within six months of the entry into force of this Agreement.
- 4. Other fields of cooperation may be agreed upon by the two sides.

ARTICLE XI Miscellaneous

Nothing in this Annex shall derogate from the provisions set out in any other part of this Agreement.

Annex VII

Release of Palestinian Prisoners and Detainees

- 1. The release of detainees and prisoners, as agreed upon in <u>Article XVI</u> of this Agreement will be carried out in three stages.
- 2. The following categories of detainees and/or prisoners will be included in the abovementioned releases:
 - a. all female detainees and prisoners shall be released in the first stage of release;
 - b. persons who have served more than two thirds of their sentence;
 - c. detainees and/or prisoners charged with or imprisoned for security offenses not involving fatality or serious injury;
 - d. detainees and/or prisoners charged with or convicted of non-security criminal offenses; and
 - e. citizens of Arab countries being held in Israel pending implementation of orders for their deportation.
- 3. Detainees and prisoners from among the categories detailed in this paragraph, who meet the criteria set out in paragraph 2 above, are being considered by Israel to be eligible for release:
 - a. prisoners and/or detainees aged 50 years and above;
 - b. prisoners and/or detainees under 18 years of age;
 - c. prisoners who have been imprisoned for 10 years or more; and
 - d. sick and unhealthy prisoners and/or detainees.
- 4. The third stage of release will take place during the permanent status negotiations and will involve the categories set out above, and may explore further categories.

Source: Israel Ministry of Foreign Affairs,

<u>http://www.mfa.gov.il/MFA/Peace+Process/Guide+to+the+Peace+Process/The+Isr</u> aeli-Palestinian+Interim+Agreement+-+Main+P.htm