

# **Gaza-Jericho-Agreement**

## **Annex II**

### **Protocoll Concerning Civil Affairs**

#### **Article I**

##### **Liaison and Coordination in Civil Matters**

###### A. Joint Civil Affairs Coordination and Cooperation Committee

1. A Joint Civil Affairs Coordination and Cooperation Committee (hereinafter "the CAC") is hereby established.
2. The functions of the CAC are to coordinate between the Palestinian Authority on one hand, and Israel and the Civil Administration that shall continue to function in the rest of the West Bank on the other hand, concerning the following day-to-day matters:
  - a) Civil matters, including issues concerning the transfer of powers and responsibilities from the Israeli military government and its Civil Administration to the Palestinian Authority.
  - b) Matters arising with regard to roads, power lines and other infrastructure which require coordination according to this Agreement.
  - c) Questions regarding passage to and from the Gaza Strip and the Jericho Area and safe passage between the Gaza Strip and the Jericho Area, including crossing points and international crossings.
  - d) Day-to-day contacts between the two sides as regards matters such as employment permits, hospitalization, transportation licensing, transfer of information, etc.
  - e) Joint projects, matters of mutual interest and other matters requiring coordination and cooperation.
3. The CAC shall be comprised of an equal number of representatives from Israel and from the Palestinian Authority, and shall convene at least once a month unless otherwise agreed. Each side may initiate the convening of a special meeting on short notice.
4. The CAC shall determine by agreement its mode of procedure.
5. Matters of principle and policy not settled within the CAC shall be passed on to the Joint Israeli-Palestinian Liaison Committee.

###### B. Joint Regional Civil Affairs Subcommittees

1. The CAC shall establish two Joint Regional Civil Affairs Subcommittees (hereinafter "the Subcommittees") for the Gaza Strip and the Jericho Area respectively.
2. Each Subcommittee shall deal with the day-to-day civil affairs matters as detailed in paragraph A.2 above.

3. The Jericho Area Subcommittee shall also coordinate the relations between the Palestinian Authority and the military government and Civil Administration in the rest of the West Bank.
4. Each Subcommittee may establish ad hoc working groups if and when the need arises.
5. Each Subcommittee shall be comprised of an equal number of representatives from Israel and from the Palestinian Authority and shall convene no less than once every two weeks.

### C. General

1. 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.
2. Each side shall inform the other of its representatives to each committee prior to a meeting. Meetings of the CAC and its subcommittees shall be organized and hosted by the two sides alternately unless otherwise agreed.
3. The provisions detailed above shall not impede daily contacts between representatives of Israel and of the Palestinian Authority in all matters of mutual concern.

## **Article II**

### **Transfer of Powers and Responsibilities of the Civil Administration**

#### A.

1. The transfer of powers and responsibilities from the Israeli military government and its Civil Administration to the Palestinian Authority shall be coordinated through the CAC and implemented in accordance with the following arrangements in a smooth, peaceful and orderly manner.
2. Preparations for the transfer of such powers and responsibilities shall commence immediately upon the signing of this Agreement, and shall be completed within 21 days.
  - a) The Israeli authorities shall provide all necessary assistance to the Palestinian Authority, including access to offices, registers, records, systems and equipment and all necessary information, data and statistics required for the transfer of powers and responsibilities.
  - b) Israel shall provide the Palestinian Authority with all the details as described in subparagraph 38 below.
3. On the date fixed for the transfer of powers and responsibilities, Israel shall transfer from the possession of the Israeli military government and its Civil Administration to the Palestinian Authority offices, budgetary allocations, financial funds and accounts, equipment, registers, files, computer programs and other movable property necessary for its functioning.

B.

All powers and responsibilities of the Civil Administration shall be transferred to the Palestinian Authority in the Gaza Strip and the Jericho Area, in accordance with the following provisions:

#### 1. Interior Affairs

This sphere includes, inter alia, municipal affairs, licensing of newspapers and publications, censorship of films and plays and appointment of Mukhtars. In the Gaza Strip, this sphere shall also include fire fighting and Ottoman Societies.

#### 2. Fisheries

This sphere includes, inter alia, licensing of fishermen, marine agriculture and vessels' permits. Security restrictions are dealt with in Annex I, Article XI.

#### 3. Surveying

This sphere includes, inter alia, licensing of surveyors and performing surveys in areas falling within the Palestinian Authority's jurisdiction.

#### 4. Statistics

- a) The transfer of powers and responsibilities in this sphere includes inter alia transfer of research reports and publications prepared by the Department of Statistics.
- b) The application and validity of censuses which may be conducted by the Palestinian Authority shall be subject to the provisions of subparagraph 27.1 below.
- c) Methods of cooperation regarding the collection of data on the movement of goods, services and labor between Israel and the Gaza Strip and the Jericho Area is dealt with in Annex IV.

#### 5. Comptrol

#### 6. Civil Administration Employees

The Palestinian Authority assures that it shall keep employing the present Palestinian Civil Administration employees in the Gaza Strip and the Jericho Area and shall maintain their rights.

## 7. Legal Administration

- a) This sphere includes, inter alia, administration of the Palestinian judiciary system in the Gaza Strip and the Jericho Area, licensing of lawyers, registration of companies and registration of patents and trademarks in these areas.
- b) Legal issues regarding commercial and civil jurisdiction, as well as legal assistance, are dealt with in Annex III.

## 8. Labor

- a) Israel and the Palestinian Authority shall establish agreed procedures for mutual recognition of professional certificates and diplomas.
- b) Restrictions regarding supervision and licensing of the production and use of explosives and gunpowder shall be in accordance with Annex I, Article VIII, paragraph 8.

## 9. Education

Israel and the Palestinian Authority shall ensure that their respective education systems contribute to the peace between Israel and the Palestinian people and peace in the entire region.

## 10. Social Welfare

This sphere includes, inter alia, registration and supervision of charitable societies.

## 11. Assessments

## 12. Housing

## 13. Tourism

- a) This sphere includes, inter alia, the licensing of hotels, souvenir shops and travel agents.
- b) Tourism policy in general, and coordination between Israel and the Palestinian Authority, are dealt with in Annex IV.

## 14. Parks

Transfer of powers and responsibilities in this sphere is without prejudice to the provisions applying to religious and archaeological sites.

## 15. Religious Affairs

- a) The Palestinian Authority shall ensure free access to all holy sites in the Gaza Strip and the Jericho Area determined by the respective religious sects and shall protect these sites.
- b) The above is without prejudice to the arrangements with regard to archaeological sites as set out in subparagraph 30 below.
- c) Visitors to holy sites shall behave according to accepted rules of behavior in holy sites.
- d) Religious sects shall inform the Palestinian Authority of their respective holy sites in the Gaza Strip and the Jericho Area. For the purposes of this paragraph, the relevant authority regarding Jewish holy sites shall be the Israeli Government.
- e) A list of the existing Jewish holy sites is attached as Appendix A attached to this Annex.
- f) Israel declares that no property (including lands, buildings and institutions) belonging to the Islamic Waqf in the Gaza Strip and the Jericho Area was taken by the military government or its Civil Administration, except such property that might have been put to use for public purposes such as schools and public roads.
- g) Pending the entry into force of the Interim Agreement the holy site of Nebi Mousa shall be under the auspices of the Palestinian Authority for religious purposes.
- h) 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.
- i) Religious affairs in the "Shalom Al Israel" synagogue in Jericho shall be under the auspices of the Israeli authorities.

## 16. Employee Pensions

- a) This sphere includes, inter alia, the pension rights of employees of the Civil Administration as well as employees of other bodies who are entitled to pensions from the Civil Administration in the Gaza Strip and the Jericho Area.
- b) As part of its powers and responsibilities, the Palestinian Authority shall assume the Civil Administration's statutory and contractual obligations to Palestinian employees, regarding pensions and their payment.
- c) In the Gaza Strip, upon the transfer of powers and responsibilities, the Palestinian Authority shall assume prevailing powers and obligations, according to the existing pension system. Israel shall transfer to the Palestinian Authority, or to a Pension and Insurance Fund if established, the net income of the Fund (all payments plus interest after deduction of pension payments and running expenses) as accumulated at the Israel Ministry of Finance.
- d) In the Jericho Area, the Palestinian Authority shall assume responsibility for payment of a budgetary pension.

- e) After the transfer of authorities in this sphere, if Israel is sued by any employee or his/her heirs for any sums due to him/her as a pension, the Palestinian Authority shall reimburse Israel the full amount awarded the employee or his/her heirs by any court or tribunal.
- f) Where legal proceedings are brought in respect of such a claim, Israel will notify the Palestinian Authority and enable it to participate in defending the claim.

#### 17. Commerce and Industry

- a) This sphere includes, inter alia, licensing of crafts and industries, supervision of commodities and services and of weights and measures, and the regulation of commerce.
- b) The Palestinian Authority shall make arrangements to ensure safety conditions for the production, use and transportation of fuel and gas.
- c) The production and use of weapons, ammunition or explosives are dealt with in Annex I, Article VIII, paragraph 8.
- d) The economic relations between Israel and the Gaza Strip and the Jericho Area, and questions relating to imports to and exports from the Gaza Strip and the Jericho Area, are dealt with in Annex IV.
- e) Matters regarding the environment are dealt with in subparagraph 35. below.

#### 18. Health

- a) This sphere includes, inter alia, the health insurance system.
- b) The Palestinian Authority shall apply the present standards of vaccination of Palestinians and shall improve them according to internationally-accepted standards in the field.
- c) The Palestinian Authority shall inform Israel of any Israeli hospitalized in a Palestinian hospital as outlined in Annex I, Article II. Arrangements for moving such hospitalized Israelis shall be agreed upon in the CAC.
- d) Israel and the Palestinian Authority shall agree on arrangements regarding treatment and hospitalization of Palestinians in Israeli hospitals.
- e) Israel and the Palestinian Authority shall exchange information regarding epidemics and contagious diseases and shall develop methods for exchange of medical files and documents.
- f) Import of pharmaceuticals to the Gaza Strip and the Jericho Area through Israeli sea ports and airports shall be in accordance with general arrangements concerning imports, as dealt with in Annex IV.

## 19. Transportation

- a) This sphere includes, inter alia, licensing of public transportation.
- b) In exercising its powers and responsibilities, the Palestinian Authority shall make appropriate arrangements for the continued operation of existing Israeli public transportation lines to the Settlements.
- c) High and appropriate international transportation standards shall be applied in the Gaza Strip and the Jericho Area.
- d) Regulations in the transportation sphere shall continuously adapt to improvements in international standards due to the dynamics of technology and environmental considerations. Due consideration shall be given to compatibility between the standards of the Palestinian Authority and of Israel.
- e) Regulations in the transportation field, including traffic signalization, shall be applied with a view to assuring the safety of all persons, to contributing to economic growth and to protecting the common environment.
- f) Regarding meteorology, there shall be mutual assistance and cooperation between the Israeli and the Palestinian weather forecasting offices.
- g) The issue of establishing transport and communication lines to and from the Jericho Area and the Gaza Strip to Israel and the West Bank is dealt with in Appendix B attached to this Annex.
- h) The arrangements regarding the transfer of authorities concerning maritime activity and aviation are dealt with in Annex I.

## 20. Agriculture

- a) Israel and the Palestinian Authority shall do their utmost to preserve and improve the veterinary standards.
- b) Israel and the Palestinian Authority shall take all measures to reach equivalent and compatible standards regarding animal disease control, including mass vaccination of animals and avians, quarantines, "stamping out" measures and residue control standards.
- c) Mutual arrangements shall be made to prevent the introduction and spread of plant pests and diseases, for their eradication, as well as arrangements concerning residue control standards in plant products.
- d) The veterinary and the plant protection authorities of Israel and the Palestinian Authority shall coordinate and regularly exchange information regarding animal diseases, as well as plant pests and diseases, and shall establish a mechanism for immediate notification of the outbreak of such diseases.
- e) Economic relations in the agricultural sphere between Israel and the Palestinian Authority, including transfer of agricultural goods, are dealt with in Annex IV.

- f) Experts from both sides shall discuss the details of the arrangements regarding veterinary and plant protection within the CAC.

#### 21. Employment

- a) Procedures for distributing employment permits to work in Israel and in the Settlements shall be agreed upon between Israel and the Palestinian Authority.
- b) Arrangements concerning the rights of employees and workers from the Gaza Strip and the Jericho Area working in Israel are dealt with in Annex IV.

#### 22. Land Registration

All powers and responsibilities regarding land registration will be transferred to the Palestinian Authority, except the Settlements and the Military Installation Area.

#### 23. Nature Reserves

- a) Israel and the Palestinian Authority shall safeguard and preserve nature in general and shall protect species of animals, plants and flowers of special breeds.
- b) The Palestinian Authority shall respect the existing status of declared nature reserves and shall safeguard them.

#### 24. Electricity

- a) The Palestinian Authority shall continue, as appropriate, to buy electric power from the Jerusalem Electricity Company for the Jericho area.
- b) Pending the establishment by the Palestinian Authority of an alternative system for the Gaza Strip, it shall temporarily buy electric power from the Israel Electric Company (IEC), and to that end shall enter into a commercial agreement with the IEC. This Agreement shall relate to the settling of debts; to IEC property; and to the maintenance of lines to Palestinian customers.
- c) Without derogating from the powers and responsibilities transferred to the Palestinian Authority above, the Palestinian Authority shall enable the supply of electricity to the Gush Katif settlement area and the Kfar Darom settlement by the IEC, as well as the maintenance by the IEC of the electricity lines to these locations and of the electricity lines crossing the Jericho Area.
- d) The means of supplying electricity and the modalities of maintenance of lines to the Gush Katif settlement area and the Kfar Darom settlement shall be arranged by means of a commercial agreement between the Palestinian Authority and the IEC.
- e) Environmental matters relating to electricity shall be governed by the provisions regarding environmental protection as set forth in subparagraph 35. below.

## 25. Public Works

- a) This sphere includes, inter alia, the Housing Department in the Gaza Strip.
- b) In principle, maintenance and repairs of the Lateral Roads leading to the Settlements and the Military Installation Area shall be carried out by the Palestinian Authority.
- c) Where such maintenance and repairs have not been effected by the Palestinian Authority within a reasonable time, the Palestinian Authority shall request, through the CAC, that Israel effect such maintenance and repairs.
- d) The Palestinian Authority shall notify and update Israel through the CAC of any activity which may disturb the regular flow of traffic on roads, including road works, repairs and large-scale construction in close proximity to roads.

## 26. Postal Services

- a) This sphere includes, inter alia, the management of post offices and postal delivery in the Gaza Strip and the Jericho Area.
- b) The Palestinian Authority may issue postage stamps, postal stationery (hereinafter "stamps") and date stamps, subject to the following provisions:
  - 1. Stamps shall include only the term "the Palestinian Authority", the face value and the subject.
  - 2. The face value shall be stated only in the agreed legal currency circulating in the Gaza Strip and the Jericho Area as detailed in Annex IV.
  - 3. The design, symbols and subjects of stamps, postal stationery and date stamps issued by the Palestinian Authority will be in accordance with the principles outlined in Article XII of the Agreement.
  - 4. The date stamp shall include only the name of the office responsible for the cancelling of the stamp and the date of that operation.
- c) c. Both sides will coordinate and cooperate in establishing postal rates for international postal services in such a way as to prevent mutual economic harm to each other.
- d) d. The modalities and arrangements for sending and receiving all postal items, including parcels, between the Gaza Strip and the Jericho Area and Israel and the West Bank will be arranged by means of a commercial agreement between the Israel Postal Authority and the Civil Administration respectively on one side, and the Palestinian Authority on the other.
- e) e. The modalities and arrangements for sending and receiving all postal items, including parcels, between the Gaza Strip and the Jericho Area and other countries will be arranged by means of a commercial agreement between the Israel Postal Authority and the Palestinian Authority, further modalities will be discussed in the CAC.
- f) f. The customs principles detailed in Annex IV shall also apply to postal items, including parcels, transmitted to the Gaza Strip and the Jericho Area.

## 27. Population Registry and Documentation

- a) The Palestinian Authority shall receive the existing population registry in the Gaza Strip and the Jericho Area, as well as files pertaining to the residents of these areas.
- b) The existing identity card of the present residents of the Gaza Strip and the Jericho Area, as well as of new residents therein, shall be substituted by a new identity card.
- c) Possession of the aforementioned identity card and, whenever necessary, of an Israeli entrance permit, shall be required for entry into Israel by residents of the Gaza Strip and the Jericho Area.
- d) Safe passage between the Gaza Strip and the Jericho Area of residents of these areas shall require the possession of the aforementioned identity card and any other necessary documents.
- e) In order to ensure efficient passage procedures and to avoid discrepancies, the Palestinian Authority shall update Israel on a regular basis, through the CAC, of every change in its registry, with a view to enabling Israel to maintain an updated and current registry.
- f) Exit abroad through the passages or through Israeli points of exit by residents of the Gaza Strip and the Jericho Area shall only be possible by means of an agreed passport/travel document. This title shall be written on the cover in letters of equal size.
- g)
  - 1. Persons from countries not having diplomatic relations with Israel who visit the Gaza Strip and Jericho Area shall be required to obtain a special visitor's permit to be issued by the Palestinian Authority and cleared by Israel. Requests for such permits shall be filed by a relative of the visitor residing in the areas, through the Palestinian Authority, or by the Palestinian Authority itself.
  - 2. Visitors to the Gaza Strip and the Jericho Area shall be permitted to remain in these areas for a period of up to three months granted by the Palestinian Authority and cleared by Israel. The Palestinian Authority may extend this three month period for an additional period of up to four months and shall inform Israel about the extension. Any further extensions require the approval of Israel.
- h) h. Persons from countries having diplomatic relations with Israel who visit the Gaza Strip and the Jericho Area shall either be required to obtain the aforementioned visitor's permit or to hold a valid passport and an Israeli visa, when required.
- i) Entry into the Gaza Strip or the Jericho Area of non-resident Palestinians who are visitors to these areas shall be handled by the Palestinian Authority in accordance with subparagraphs g. and h. above.
- j) The Palestinian Authority shall ensure that visitors referred to above shall not overstay the duration of their entry permit and authorized extensions.
- k) Special VIP certificates may be issued as detailed in Annex I.

- l) The Palestinian Authority may grant permanent residency in the Gaza Strip and the Jericho Area with the prior approval of Israel.
- m) The format of the aforementioned identity card and passport/travel document as well as arrangements of the implementation of the provisions set forth in this Article are detailed in Appendix C attached to this Annex.

## 28. Government and Absentee Land and other Immovables

- a) All powers and responsibilities of the Custodian of Absentee Land and Immovables and powers and responsibilities for governmental land and other immovables in the Gaza Strip and the Jericho Area shall be transferred to the Palestinian Authority in accordance with the following.
- b) During the interim period, the transfer of powers and responsibilities of the Custodians of Absentee and Government Property in the Gaza Strip and the Jericho Area, other than those relating to movable property, shall not apply to land and other immovables within the Settlements and the Military Installation Area. The issue shall be dealt with within the permanent status negotiations.
- c) The status of land and other immovables which, prior to June 1967, were in the custody of the Jordanian Custodian of Enemy Property in the West Bank or under the management of the Director General appointed in accordance with Order no. 25 of 31.3.50 in the Gaza Strip, shall be dealt with in the permanent status negotiations. Pending those negotiations, the status quo of such land and other immovables shall be maintained.

## 29. Telecommunications

- a) The Electromagnetic Sphere
  - 1. The frequencies detailed in the telecommunications technical schedule attached to this Annex as Appendix D are assigned for the use of the Palestinian Authority in the Gaza Strip and the Jericho Area, to satisfy its present needs.
  - 2. Conditions for the use of these frequencies as well as details concerning power, timing, direction, antenna radiation pattern and transmission methods, are also formulated in the aforementioned Appendix.
  - 3. The frequencies shall serve, inter alia, a television network and a radio network.
  - 4. The Palestinian Authority shall ensure that only the above frequencies shall be used and that it shall not disturb or interfere with Israel radio communications activity, and Israel shall ensure that there shall be no disturbance or interference with those frequencies.
  - 5. The compatibility of the standards of electromagnetic and telecommunications systems and equipment imported or installed for use in the Gaza Strip and the

Jericho Area, as well as the standards of operation of such equipment, are as agreed upon and formulated in the attached Appendix D.

6. The CAC shall establish, as the need arises, a joint committee of technical experts from both sides to discuss and deal with any issue arising out of this Agreement including the fulfillment of future needs of the Palestinian Authority.

b) Telecommunications

1. Pending the establishment by the Palestinian Authority of an alternative telecommunications system in the Gaza Strip and the Jericho Area, the existing system of telephone and other related communication services including international telecommunications in the Gaza Strip and the Jericho Area shall continue through "Bezeq - the Israel Telecommunications Corp. Ltd." (hereinafter "Bezeq") and to that end, the Palestinian Authority shall enter into a commercial agreement with Bezeq.
2. Without derogating from the powers and responsibilities of the Palestinian Authority, the Palestinian Authority shall enable the supply of telecommunications services to the Settlements and the Military Installation area by Bezeq, as well as the maintenance by Bezeq of the telecommunications infrastructure serving them or infrastructure crossing the Gaza Strip and the Jericho Area.

30. Archaeology

- a) The Palestinian Authority shall protect and guard all archaeological sites in the Gaza Strip and the Jericho Area, respect academic freedom in particular the freedom publishing research work based on excavations and shall take all necessary steps against theft of archaeological artifacts and illegal trade in them.
- b) The CAC shall establish a joint committee of experts from both sides to deal with all archaeological issues of common interest. Actions which may affect the sites detailed in Appendix A shall also be referred to this committee for discussion and recommendation. The Palestinian Authority shall respect such recommendations. Disagreements on this matter within the joint committee of experts shall be referred to the CAC to be dealt with in accordance with the provisions of this Agreement.
- c) Subject to academic considerations, and in accordance with the law, when the Palestinian Authority grants excavation licenses to archaeologists, researchers and academics interested in excavating in the Gaza Strip and Jericho Area, it shall do so without discrimination.
- d) The Palestinian Authority shall ensure free access to archaeological sites.
- e) With due consideration to the Palestinian demand that Israel shall return all archaeological artifacts found in the Gaza Strip and Jericho area since 1967, this issue shall be dealt with in the negotiations on the final status. For this purpose, Israel shall provide a list of archaeological sites for which excavation licenses were granted since 1967, including, where available, a general description of the artifacts found therein, and their location.

### 31. Water and Sewage

- a) All water and sewage (hereinafter referred to as "water") systems and resources in the Gaza Strip and the Jericho Area shall be operated, managed and developed (including drilling) by the Palestinian Authority, in a manner that shall prevent any harm to the water resources.
- b) As an exception to subparagraph a., the existing water systems supplying water to the Settlements and the Military Installation Area, and the water systems and resources inside them continue to be operated and managed by Mekoroth Water Co.
- c) 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 Palestinian Authority, the Palestinian Authority shall not adversely affect these quantities. Israel shall provide the Palestinian Authority 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.
- d) Without derogating from the powers and responsibilities of the Palestinian Authority, the Palestinian Authority shall enable the supply of water to the Gush Katif settlement area and the Kfar Darom settlement by Mekoroth, as well as the maintenance by Mekoroth of the water systems supplying these locations and of water lines crossing the Jericho Area.
- e) The Palestinian Authority shall pay Mekoroth for the cost of water supplied from Israel and for the real expenses incurred in supplying water to the Palestinian Authority.
- f) All relations between the Palestinian Authority and Mekoroth shall be dealt with in a commercial agreement.
- g) The Palestinian Authority shall take the necessary measures to ensure the protection of all water systems in the Gaza Strip and the Jericho Area.
- h) Upon the signing of this Agreement, the two Parties shall establish a subcommittee to deal with all issues of mutual interest including the exchange of all data relevant to the management and operation of the water resources and systems and mutual prevention of harm to water resources.
- i) 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.

### 32. Planning and Zoning

- a) Authorities, powers and responsibilities in this sphere, except in the Settlements and the Military Installation Area, shall be transferred to the Palestinian Authority subject to the following.
- b) Planning schemes, bylaws and regulations in effect in the Gaza Strip and the Jericho Area prior to the signing of this Agreement shall remain in force, unless amended or abrogated in accordance with this Agreement.

- c) The Palestinian Authority may amend, abrogate or promulgate planning schemes, and issue licenses and exemptions within its jurisdiction, provided that such acts are consistent with the provisions of this Agreement.
- d) As part of its procedure, the Palestinian Authority shall publish planning schemes in the form of law. The Palestinian Authority shall provide the CAC with a copy of it.
- e) If Israel considers such a plan to be inconsistent with the terms of this Agreement, including Annex I, it may, within thirty (30) days of the receipt by the CAC of such a plan, bring it for consideration by a special subcommittee of the CAC and/or request additional information regarding the plan. The Palestinian Authority shall respect the recommendations of the subcommittee. Pending the completion of such a consideration process, and due settlement of the matter in accordance with the provisions of this Agreement, the planning procedures shall not be finalized.

### 33. Direct Taxation

This sphere includes, inter alia, income tax on individuals and corporations, property taxes, municipal taxes and fees, as formulated in Annex IV.

### 34. Indirect Taxation

This sphere includes, inter alia, VAT, purchase taxes on local production and import taxes, as formulated in Annex IV.

### 35. Environmental Protection

- a) Israel and the Palestinian Authority shall act for the protection of the environment and prevention of environmental risks, hazards and nuisances.
- b) Israel and the Palestinian Authority shall respectively adopt, apply and ensure compliance with internationally-recognized standards concerning acceptable levels of land, air, water and sea pollution, and acceptable levels of treatment and disposal of solid and liquid wastes; for the use and handling of hazardous substances, including pesticides, insecticides and herbicides, and standards for the prevention and abatement of noise, odor, pests and other nuisances which may affect each side and the Settlements and the Military Installation Area.
- c) The Palestinian Authority shall take the appropriate measures to prevent the uncontrolled discharge in the Gaza Strip and the Jericho Area of sewage and effluence to water sources including underground and surface water and rivers, and to promote the proper treatment of sanitary and industrial waste water.
- d) In the event that Israel or the Palestinian Authority considers that there might be a threat to its environment, any relevant information concerning the development activity and its environmental impact shall be provided by the relevant side.

- e) Israel and the Palestinian Authority 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 shall be established.
- f) Israel and the Palestinian Authority shall cooperate in implementing agreed principles and standards concerning the protection of the Mediterranean Sea, the protection of the ozone layer, the control of movement of hazardous wastes and their disposal, the restriction of trade in endangered species of wild fauna and flora, and the conservation of migratory species of wild animals.
- g) Israel and the Palestinian Authority shall establish within the CAC an Environmental Experts Committee for the coordination of environmental issues, to be convened when the need arises.

### 36. Gas and Petroleum

- a) This sphere includes, inter alia, distribution, supply, licensing, sales, exploration and production of gas and petroleum in the Gaza Strip and the Jericho Area.
- b) In authorizing the construction or operation of gas and petroleum facilities (including gas and petrol stations), a safety distance from the Settlements and the Military Installation Area shall be observed by the Palestinian Authority.
- c) The color of all gas cylinders in use in the Gaza Strip and the Jericho Area shall be different than that in use in Israel.
- d) Israel and the Palestinian Authority agree to cooperate concerning the exploration and production of oil and gas in cases of joint geological structures lying partly in Israel or the West Bank and partly in the Gaza Strip or the Jericho Area.
- e) Transfer of gas or fuel products through or to Israel and the West Bank shall be in accordance with Israeli standards concerning safety, security and environmental protection, and in accordance with the arrangements regarding entry into Israel.
- f) Policies of pricing, taxation, import and marketing regarding gas and petroleum are dealt with in Annex IV.

### 37. Insurance

- a) This sphere includes, inter alia, licensing of insurance companies, insurance agents and supervision of their activity.
- b) Arrangements regarding the compulsory insurance of motor vehicles and the compensation of road accident casualties, in view of transportation between the Gaza and the Jericho area, are dealt with in Annex IV.

### 38. Treasury

- a) In view of the need for a smooth transfer of powers and responsibilities, Israel shall provide the Palestinian Authority, through a team of Palestinian auditors, with all the details concerning the Civil Administration budget allocated for the Gaza Strip and the Jericho Area and the revenues, expenses and accounts. It shall also provide details regarding the Civil Administration's existing financial system in the Gaza Strip and the Jericho Area.
- b)
  1. Israel shall transfer to the Palestinian Authority all the Gaza Strip and the Jericho Area Civil Administration funds and bank accounts as well as movable property.
  2. Israel shall provide the Palestinian Authority with a list of the Civil Administration departments and their immovable offices, storerooms, warehouses, etc.
  3. Where such immovables are situated on private property, including property owned by absentees, Israel shall provide the Palestinian Authority with the contracts between the Civil Administration and the owners of such property.
- c)
  1. Israel shall bring to an end all the Gaza Strip and the Jericho Area Civil Administration service contracts detailed in Appendix E attached to this Annex. Upon the transfer of powers and responsibilities, Israel shall provide the Palestinian Authority with copies of confirmations from the contractors declaring that they have no claim or demand concerning these contracts.
  2. Civil Administration development contracts, the duration of which extends beyond the transfer of powers and responsibilities, as detailed in Appendix E, shall be transferred to the Palestinian Authority and shall remain in force.
  3. Civil Administration contracts concerning leasing or renting Waqf, absentee or private property shall be transferred to the Palestinian Authority and shall remain in force.
  4. All contracts entered into by the Custodian of Absentee and Governmental Property for renting and leasing land shall be transferred to the Palestinian Authority, and Israel shall give notice of such to the tenants and lessees. It is understood that following the transfer of such contracts the Palestinian Authority shall have full discretion to take any decision regarding these contracts.
- d) After the transfer of authorities, powers and responsibilities in this sphere, if Israel is sued with regard to the contracts and obligations referred to in subparagraph c. above, the Palestinian Authority shall reimburse Israel for the full amount awarded by any court or tribunal.
- e) Where legal proceedings are brought in respect of such a claim, Israel will notify the Palestinian Authority and enable it to participate in defending the claim.
- f) Upon the transfer of powers and responsibilities, the Palestinian Authority shall be solely responsible for any claim regarding its actions pursuant to the transfer.

- g) Israel shall provide the Palestinian Authority with copies of the contracts listed in Appendix E in order to enable it to make a decision on new contracts which it may conclude. If such contracts are not written in Arabic, Israel shall provide the Palestinian Authority with a translation into Arabic.

## **Appendix A**

1. The Naaran Synagogue (Ein Diuk).
2. The Jewish Cemetery in Tel Sammarat.
3. "Shalom Al Israel" Synagogue in Jericho.
4. The Jewish Synagogue in Gaza city.

## **Appendix B**

To be added in the future.

## **Appendix C**

Technical Schedule Regarding Population Registry and Documentation

Note: The following is only part of this Appendix. Other sections of this Appendix shall be added in the future.

### 1. Passport/travel document format

#### a) General specifications

1. Languages: Arabic and English.
2. External color: green.
3. Front cover titles will be Palestinian Authority, Passport/Travel Document (shall be written in letters of equal size).
4. Each person, without reference to age, will hold his/her own document. 5. The validity of the document shall be up to 3 years.
5. The number of pages: not less than 32 pages (to be checked by international standards).
6. Perforation of the Passport/Travel Document number shall be in at least half of the pages.

#### b) Internal page of external cover

1. The same title as external.
2. Text: in Arabic and English as follows:

"This Passport/Travel Document is issued pursuant to the Palestinian Self Government Agreement according to the Oslo Agreement signed in Washington on September 13, 1993."

3. The rest of the text: as usual.
4. Bottom of page: < signature + seal > of the Palestinian Authority.

c) Page number 1

Number of the Passport/Travel Document.

d) Page number 2 - the sticker

1. Same information as today. Format: to be discussed.
2. Each name shall be titled for ease of reading (first name, family name, etc.).

e) Page number 3

1. Address of holder.
2. Text: "The bearer of this document ... "

f) Visa pages

No comments.

g) Last page (32 or other)

The text of paragraph 1 will be:

"This passport/travel document, as long as it is valid, will enable its bearer on return from abroad, to enter the Gaza Strip and the Jericho Area."

Note: The aforementioned is meant to enable passage through Israeli border control without the need of an entrance visa.

## **Appendix D**

Technical Schedule: Telecommunications

Pursuant to the telecommunications principles agreed upon on February 23rd, 1994, the following modalities and technical details have been determined by the two sides:

## 1. General

The Palestinian Authority shall use or reassign within its jurisdiction sections of frequencies covering all its required services within the bands L.F., M.F., H.F., V.H.F. and U.H.F. up to 960 MHz, to satisfy its present and future needs, as specified in the principles referred to above. The growing communication needs of the Palestinian Authority in the spheres of administration, police and civilian sectors in the Gaza Strip and the Jericho Area will be satisfied within a framework of coordination and cooperation.

To that end, the Palestinian Authority shall present its requirements through the Joint Subcommittee of Technical Experts. Frequencies or sections of frequencies in the aforementioned bands will be assigned, or an alternative thereto providing the required service within the same band, or the best possible alternative thereto, acceptable by the Palestinian side and agreed upon by Israel in the Joint Subcommittee of Technical Experts.

## 2.

Technical Details of the Initial Requirements The following is the first batch of initial requirements of immediate concern coinciding with the entry of the Palestinian Police and establishment of the Palestinian Authority.

Further details and additional requirements will be presented through the Joint Subcommittee of Technical Experts at a later stage.

### a) Wireless:

1. DCO - will operate frequencies within a 410 to 430 MHz band.
2. PDPF
3. Cellular telephones

### b) Radio and Television

### c) Microwave:

Palestinian requirements for microwave communications above the frequency 1 GHz will be satisfied using the same modality and will adhere to the technical parameters outlined in paragraph B.2 of the above principles of February 23rd, 1994.