

Protocol Concerning the Redeployment in Hebron

January 17, 1997

In accordance with the provisions of the Interim Agreement and in particular of Article VII of Annex 1 to the Interim Agreement, both Parties have agreed on this Protocol for the implementation of the redeployment in Hebron.

Security Arrangements Regarding Redeployment in Hebron 1 Redeployment in Hebron

The redeployment of Israeli Military Forces in Hebron will be carried out in accordance with the Interim Agreement and this Protocol. This redeployment will be completed not later than ten days from the signing of this Protocol. During these ten days both sides will exert every possible effort to prevent friction and any action that would prevent the redeployment. This redeployment shall constitute full implementation of the provisions of the Interim Agreement with regard to the City of Hebron unless otherwise provided for in Article VII of Annex 1 to the Interim Agreement.

2. Security Powers and Responsibilities

- a)
1. The Palestinian Police will assume responsibilities in Area H-1 similar to those in other cities in the West Bank; and
 2. Israel will retain all powers and responsibilities for internal security and public order in Area H-2. In addition, Israel will continue to carry the responsibility for overall security of Israelis.
- b) In this context - both sides reaffirm their commitment to honor the relevant security provisions of the Interim Agreement, including the provisions regarding
- Arrangements for Security and Public Order (Article XII of the Interim Agreement); Prevention of Hostile Acts (Article XV of the Interim Agreement); Security Policy for the Prevention of Terrorism and Violence (Article II of Annex 1 to the Interim Agreement); Guidelines for Hebron (Article VII of Annex 1 to the Interim Agreement); and Rules of Conduct in Mutual Security Matters (Article XI of Annex 1 to the Interim Agreement)

3. Agreed Security Arrangements

- a) With a view to ensuring mutual security and stability in the City of Hebron, special security arrangements will apply adjacent to the areas under the security responsibility of Israel, in Area H-1, in the area between the Palestinian Police checkpoints delineated on the map attached to this Protocol as Appendix 1 (hereinafter referred to as „the attached map“) and the areas under the security responsibility of Israel.

- b) The purpose of the abovementioned checkpoints will be to enable the Palestinian Police, exercising their responsibilities under the Interim Agreement, to prevent entry of armed persons and demonstrators or other people threatening security and public order, into the abovementioned area.

4. Joint Security Measures

- a) The DCO will establish a sub-office in the City of Hebron as indicated on the attached map.
- b) JMU will operate in Area H-2 to handle incidents that involve Palestinians only. The JMU movement will be detailed on the attached map. The DCO will coordinate the JMU movement and activity.
- c) As part of the security arrangements in the area adjacent to the areas under the security responsibility of Israel, as defined above, Joint Mobile Units will be operating in this area, with special focus on the following places:
 - 1. AbuSneinah
 - 2. IlaratA-Sheikh
 - 3. Sha'aba
 - 4. The high ground overlooking new Route No. 35.
- d) Two Joint Patrols will function in Area H-1
 - 1. a Joint Patrol which will operate on the road from Ias e-Jura to the north of the Durajunction via E-Salaam Road, as indicated on the attached map; and
 - 2. a Joint Patrol which will operate on existing Route No. 35, including the eastern part of existing Route No. 35, as indicated on the attached map.
- e) The Palestinian and Israeli side of the Joint Mobile Units in the City of Hebron will be armed with equivalent types of weapons (Mini-Ingraham submachine guns for the Palestinian side and short M16s for the Israeli side).
- f) With a view to dealing with the special security situation in the City of Hebron, a Joint Coordination Center (hereinafter the „JCC“) headed by senior officers of both sides, will be established in the DCO at Har Manoah. The purpose of the JCC will be to coordinate the joint security measures in the City of Hebron. The JCC will be guided by all the relevant provisions of the Interim Agreement, including Annex 1 and this Protocol. In this context, each side will notify the JCC of demonstrations and actions taken in respect of such demonstrations, and of any security activity, close to the areas under the responsibility of the other side, including in the area defined in Article 3(a) above. The JCC shall be informed of activities in accordance with Article 5(d)(3) of this Protocol.

5. The Palestinian Police

- a) Palestinian police stations or posts will be established in Area H-1, manned by a total of up to 400 policemen, equipped with 20 vehicles and armed with 200 pistols, and 100 rifles for the protection of the police stations.
- b) Four designated Rapid Response Teams (RRTs) will be established and stationed in Area H-1, one in each of the police stations, as delineated on the attached map. The main task of the RRTs will be to handle special security cases. Each RRT shall be comprised of up to 16 members.
- c) The above mentioned rifles will be designated for the exclusive use of the RRTs, to handle special cases.
- d)
 - 1. The Palestinian Police shall operate freely in Area H-1.
 - 2. Activities of the RRTs armed with rifles in the Agreed Adjacent Area, as defined in Appendix 2, shall require the agreement of the JCC.
 - 3. The RRTs will use the rifles in the rest of Area H-1 to fulfil their above mentioned tasks.
- e) The Palestinian Police will ensure that all Palestinian policemen, prior to their deployment in the City of Hebron, will pass a security check in order to verify their suitability for service, taking into account the sensitivity of the area.

6. Holy Sites

- a) Paragraphs 2 and 3(a) of Article 32 of Appendix 1 to Annex I of the Interim Agreement will be applicable to the following Holy Sites in Area H-1:
 - 1. The Cave of Othniel Ben Knazi El-Kialil;
 - 2. Elonei Mamre/Haram Er-Rameh;
 - 3. Eshel Avraham/Balotat Ibrahim; and
 - 4. Maayan Sarah/Ein Sarah.
- b) The Palestinian Police will be responsible for the protection of the above Jewish Holy Sites. Without derogating from the above responsibility of the Palestinian Police, visits to the above Holy Sites by worshippers or other visitors shall be accompanied by a Joint Mobile Unit, which will ensure free, unimpeded and secure access to the Holy Sites, as well as their peaceful use.

7. Normalization of Life in the Old City

- a) Both sides reiterate their commitment to maintain normal life throughout the City of Hebron and to prevent any provocation or friction that may affect the normal life in the city.
- b) In this context, both sides are committed to take all steps and measures necessary for the normalization of life in Hebron, including:
 - 1. The wholesale market - Hasbahe - will be opened as a retail market in which goods will be sold directly to consumers from within the existing shops.
 - 2. The movement of vehicles on the Shuhada Road will be gradually returned, within 4 months, to the same situation which existed prior to February 1994.

8. The Imara

The Imara will be turned over to the Palestinian side upon the completion of the redeployment and will become the headquarters of the Palestinian Police in the City of Hebron.

9. City of Hebron

Both sides reiterate their commitment to the unity of the City of Hebron, and their understanding that the division of security responsibility will not divide the city. In this context, and without derogating from the security powers and responsibilities of either side, both sides share the mutual goal that movement of people, goods and vehicles within and in and out of the city will be smooth and normal, without obstacles or barriers.

Civil Arrangements Regarding the Redeployment in Hebron

10. Transfer of Civil Powers and Responsibilities

- a) The transfer of civil powers and responsibilities that have yet to be transferred to the Palestinian side in the city of Hebron (12 spheres) in accordance with Article VII of Annex 1 to the Interim Agreement shall be conducted concurrently with the beginning of the redeployment of Israeli military forces in Hebron.
- b) In Area H-2, the civil powers and responsibilities will be transferred to the Palestinian side, except for those relating to Israelis and their property, which shall continue to be exercised by the Israeli Military Government.

11. Planning, Zoning and Building

- a) The two parties are equally committed to preserve and protect the historic character of the city in a way which does not harm or change that character in any part of the city.

- b) The Palestinian side has informed the Israeli side that in exercising its powers and responsibilities, taking into account the existing municipal regulations, it has undertaken to implement the following provisions:
1. Proposed construction of buildings above two floors (6 meters) within 50 meters of the external boundaries of the locations specified in the list attached to this Protocol as Appendix 3 (hereinafter referred to as „the attached list) will be coordinated through the DCL.
 2. Proposed construction of buildings above three floors (9 meters) between 50 and 100 meters of the external boundaries of the locations specified in the attached list will be coordinated through the DCL.
 3. Proposed construction of non-residential, non-commercial buildings within 100 meters of the external boundaries of the locations specified in the attached list that are designed for uses that may adversely affect the environment (such as industrial factories) or buildings and institutions in which more than 50 persons are expected to gather together will be coordinated through the DCL.
 4. Proposed construction of buildings above two floors (6 meters) within 50 meters from each side of the road specified in the attached list will be coordinated through the DCL.
 5. The necessary enforcement measures will be taken to ensure compliance on the ground with the preceding provisions.
 6. This Article does not apply to existing buildings or to new construction or renovation for which fully approved permits were issued by the Municipality prior to January 15th, 1997.

12. Infrastructure

- a) The Palestinian side shall inform the Israeli side, through the DCL, 48 hours in advance of any anticipated activity regarding infrastructure which may disturb the regular flow of traffic on roads in Area H-2 or which may affect infrastructure (such as water, sewage, electricity and communications) serving Area H-2.
- b) The Israeli side may request, through the DCL, that the Municipality carry out works regarding the roads or other infrastructure required for the well being of the Israelis in Area H-2. If the Israeli side offers to cover the costs of these works, the Palestinian side will ensure that these works are carried out as a top priority.
- c) The above does not prejudice the provisions of the Interim Agreement regarding the access to infrastructure, facilities and installations located in the city of Hebron, such as the electricity grid.

13. Transportation

The Palestinian side shall have the power to determine bus stops, traffic arrangements and traffic signalization in the city of Hebron. Traffic signalization, traffic arrangements and the location of bus stops in Area H-2 will remain as they are on the date of the redeployment in Hebron. Any subsequent change in these arrangements in Area H-2 will be done in cooperation between the two sides in the transportation sub-committee.

14. Municipal Inspectors

- a) In accordance with paragraph 4.c of Article VII of Annex 1 of the Interim Agreement, plainclothes unarmed municipal inspectors will operate in Area H-2. The number of these inspectors shall not exceed 50.
- b) The inspectors shall carry official identification cards with a photograph issued by the Municipality.
- c) The Palestinian side may request the assistance of the Israel Police, through the DCL of Hebron, in order to carry out its enforcement activities in Area H-2.

15. Location of Offices of the Palestinian Council

The Palestinian side, when operating new offices in Area H-2, will take into consideration the need to avoid provocation and friction. Where establishing such offices might affect public order or security the two sides will cooperate to find a suitable solution

16. Municipal Services

In accordance with paragraph 5 of Article VII of Annex 1 of the Interim Agreement, municipal services shall be provided regularly and continuously to all parts of the city of Hebron, at the same quality and cost. The cost shall be determined by the Palestinian side with respect to work done and materials consumed, without discrimination.

Miscellaneous

17. Temporary International Presence

There will be a Temporary International Presence in Hebron (TIPH). Both sides will agree on the modalities of the TIPH, including the number of its members and its area of operation.

18. Annex I

Nothing in this Protocol will derogate from the security powers and responsibilities of either side in accordance with Annex 1 to the Interim Agreement.

19. Attached Appendices

The appendices attached to this Protocol shall constitute an integral part hereof

Done at Jerusalem, this 17th day of January 1997

D. Shomrom 5. Erakat

For the Government of the State of Israel

For the PLC

Appendix 1

Appendix 2 (Article 5)

The Agreed Adjacent Area ("AAA") shall include the following:

1. An area defined by a line commencing from AAA Reference Point (RP) 100, proceeding along old Route No. 35 until RP 101, continuing by a straight line to RP 102, and from there connected by a straight line to RP 103.
2. An area defined by a line commencing at RP 104, following a straight line to RP 105, from there following a line immediately westward of checkpoints 4, 5, 6, 8, 9, 10, 11, 12 and 13, and from there connected by a straight line to RP 106.
3. An area defined by a line connecting RPs 107 and 108, passing immediately northward of checkpoint 15.

Appendix 3 (Article 12)

List of Locations

- The area of Al Haram Al Ibrahimy/ the Tomb of the Patriarchs (including the military and police installations in its vicinity)
- Al Hisba/Abraham Avinu
- Osama School/Beit Romano (including the military location in its vicinity)
- Al Daboya/Beit Hadasseh
- Jabla Al Rahama/Tel Rumeida
- The Jewish Cemeteries
- Dir Al Arbein/ the Tomb of Ruth and Yishai
- Tel Al Jaabra/ Givaat Avot Neighborhood (including the police station in its vicinity)

- The Road connecting Al Haram Al Ibrahimi/the Tomb of the Patriarchs and Qiryat Arba

NOTE FOR THE RECORD

The two leaders met on January 15, 1997, in the presence of the U.S. Special Middle East Coordinator. They requested him to prepare this Note for the Record to summarize what they agreed upon at their meeting.

Mutual Undertakings The two leaders agreed that the Oslo peace process must move forward to succeed. Both parties to the Interim Agreement have concerns and obligations. Accordingly, the two leaders reaffirmed their commitment to implement the Interim Agreement on the basis of reciprocity and, in this context, conveyed the following undertakings to each other:

Israeli Responsibilities

The Israeli side reaffirms its commitments to the following measures and principles in accordance with the Interim Agreement:

Issues for Implementation

1. Further Redeployment Phases

The first phase of further redeployments will be carried out during the first week of March.

2. Prisoner Release Issues

Prisoner release issues will be dealt with in accordance with the Interim Agreement's provisions and procedures, including Annex VII.

Issues for Negotiation

3. Outstanding Interim Agreement Issues

Negotiations on the following outstanding issues from the Interim Agreement will be immediately resumed. Negotiations on these issues will be conducted in parallel:

- a. Safe Passage
- b. Gaza Airport
- c. Gaza port
- d. Passages
- e. Economic, financial, civilian and security issues
- f. People-to-people

4. Permanent Status Negotiations

Permanent status negotiations will be resumed within two months after implementation of the Hebron Protocol.

Palestinian Responsibilities

The Palestinian side reaffirms its commitments to the following measures and principles in accordance with the Interim Agreement:

1. Complete the process of revising the Palestinian National Charter
2. Fighting terror and preventing violence
 - a. Strengthening security cooperation
 - b. Preventing incitement and hostile propaganda, as specified in Article XXII of the Interim Agreement
 - c. Combat systematically and effectively terrorist organizations and infrastructure
 - d. Apprehension, prosecution and punishment of terrorists
 - e. Requests for transfer of suspects and defendants will be acted upon in accordance with Article II(7)(f) of Annex IV to the Interim Agreement
 - f. Confiscation of illegal firearms
3. Size of Palestinian Police will be pursuant to the Interim Agreement.
4. Exercise of Palestinian governmental activity, and location of Palestinian governmental offices, will be as specified in the Interim Agreement.

The aforementioned commitments will be dealt with immediately and in parallel.

Other Issues Either party is free to raise other issues not specified above related to implementation of the Interim Agreement and obligations of both sides arising from the Interim Agreement.

Prepared by Ambassador Dennis Ross at the request of Prime Minister Benjamin Netanyahu and Ra'ees Yasser Arafat

Agreed Minute (Article 7)

The leaders agreed that the process of reopening the Shuhada Road will begin immediately, and will be fully completed within four months based on the premise that the preparations agreed between the two sides have been completed in accordance with the American plan.

AMERICAN PLAN ON AL-SHUHADA STREET

January 7, 1997

As part of its ongoing support for the peace process between Israelis and Palestinians, the United States intends to finance and supervise preparations to improve and facilitate the complete reopening of al-Shuhada Street in the City of Hebron. This work will take place in conjunction with the implementation of the „Protocol Concerning the Redeployment in Hebron" concluded between the two sides.

Description of Activity:

USAID) intends to fund and manage the upgrading of utilities, primarily potable water lines and sanitary sewers, in the area of al-Shuhada Street to improve access to service. In conjunction with these improvements to utilities, USAID will direct renovation of the area within al-Shuhada Street to provide a safe and attractive environment for local businesses, pedestrians and vehicular traffic. The existing street will be completely reconstructed for a distance of approximately 700 meters including Gross square and also along a 200 meter spur of Rahme Road and a 100 meter spur leading to the Old City Gate. Major elements of this proposed activity as currently envisaged include:

- Reconstruction of water distribution mains, sanitary sewers and electrical lines
- Installation of a new water transmission line
- Installation of a new storm drain system (if appropriate)
- Paving of street with asphalt (typically, width varies from 6 to 9 meters)
- Construction of concrete brick sidewalks (typically, 2 to 3 meters in width on each side of the street) with precast concrete curbs
- Construction of concrete brick median strips with precasts concrete curbs in the street
- Installation of lampposts
- Erection of safety barriers at selected locations
- Sandblasting of stone exteriors of streetfront shops, stone fences and stone masonry retaining walls
- Painting of shop doors
- Installation of awnings along streetfront shops and residences
- Installation of cast iron fencing along curbs
- Installation of litter baskets
- Installation of planters

- Installation of new traffic signs
- Painting of curbs
- Planting of small trees, shrubs and flowers.

This plan also includes the widening of the al-Shuhada Street in the vicinity of Beit Hadassah and Beit Schnerson. The details of this aspect of the plan include the following elements: the road in front of Beit Hadassah and Beit Schnerson will be widened to 13 meters; there will be sidewalks on each side of the street; each sidewalk will be separated from the street by a low stone wall with iron railings, no more than 1.25 meters high and 30 meters long; there will be equal roadways 3.55 meters wide in each direction; the two roadways will be divided by a security wall no more than 0.40 meters wide, 1.50 meters high and 30 meters long; there will be ten parking spaces on the northeast side of the street.

USAID expects that the renovation of al-Shuhada Street will commence in mid-January 1997 and will be completed as quickly as technical considerations permit. All activities will be subject to applicable laws and regulations. Continuing consultation will be held to address technical issues that may arise during the implementation of this plan.

AGREEMENT ON THE TEMPORARY INTERNATIONAL PRESENCE IN THE CITY OF HEBRON

9 May 1996

1. Pursuant to Article VII of the Interim Agreement on the West Bank and the Gaza Strip, dated September 28, 1995, the two sides agree to the establishment of a Temporary International Presence in the city of Hebron („TIPH"). This agreement will remain in force until such time as Israeli forces redeploy from Hebron, whereupon it will be superseded by a new agreement to be negotiated by the two sides and the TIPH established by this Agreement will be replaced by a new TIPH to be established under the new agreement („the new TIPH").
2. A Temporary International presence will be established in the city of Hebron. As detailed in paragraph 4 below, the TIPH will, in anticipation of the Israeli redeployment in Hebron, act as an advance party for the new TIPH, assist in promoting stability and in monitoring and reporting the efforts to maintain normal life in the city of Hebron, thus creating a feeling of security among Palestinians in the city of Hebron. The organizational structure, operational guidelines, logistics, support and privileges and immunities of the TIPH shall be in accordance with the Modalities on the establishment of the TIPH established by Norway with the agreement of the two sides.
3. The two sides shall request Norway to provide 50-60 persons, citizens of Norway, as TIPH personnel, consisting of field observers, office staff and support personnel, as agreed between the two sides. Consistent with its stated task, the TIPH personnel shall have no military or police functions.

4. The tasks of the TIPH personnel will be:
 - a. to begin preparations for the establishment of the new TIPH;
 - b. to contribute by their presence to a feeling of security to the Palestinians of Hebron;
 - c. to help promote stability and an appropriate environment conducive to the enhancement of the well-being of the Palestinians in Hebron and their economic development; and
 - d. to provide reports as set out in paragraph 6 below.
5. In order to facilitate the carrying out of the TIPH tasks, a building will be chosen in the city of Hebron as a seat for the TIPH.
6. The TIPH will report to the following:
 - a. On specific events - to a Joint Hebron Committee („JHC"), comprised of two representatives from each side. The senior Palestinian representative will be the Mayor of Hebron and the senior Israeli representative will be the head of the Civil Administration in the city of Hebron. A representative of the TIPH will be invited on a bi-weekly basis to participate in the JHC meeting in order to report on the TIPH activities.
 - b. Periodically - to the Monitoring and Steering Committee established pursuant to the Interim Agreement.
7. The members of the TIPH shall wear distinctive uniforms with a special emblem, as agreed by the two sides, and their vehicles shall be marked with the same emblem. TIPH members may carry pistols for self-defense purposes.
8. The TIPH will enjoy freedom of movement for the performance of its tasks within the city of Hebron. Such freedom of movement shall not be restricted, except for reasons of imperative military necessity, and then only as an exceptional and temporary measure.
9. The TIPH and its members shall, in conformity with the Modalities referred to in paragraph 2, be accorded such privileges and immunities as are necessary for the fulfilment of their tasks, and for the independent exercise of their functions, including immunity of the TIPH premises. The presence and activities of the personnel assigned by Norway to the TIPH will be in accordance with Israel's responsibility for security in Hebron consistent with the DOP and dates of its implementation.
10. The expenses of the TIPH will be borne by Norway.

11. The TIPH may commence its operation immediately after the signing of this Agreement and continue to function for a period of three months or until such earlier date on which this agreement is superseded by a new agreement pursuant to paragraph 1 above. With the consent of the two sides, the TIPH may extend the period or change the scope of its operation, as agreed.

Signed by:

Mr. Joel Singer

Dr. Saeb Erakat