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THE GENEVA ACCORD

Source: *Journal of Palestine Studies*, Vol. 33, No. 2 (Winter 2004), pp. 81-101

Published by: [University of California Press](#) on behalf of the [Institute for Palestine Studies](#)

Stable URL: <http://www.jstor.org/stable/10.1525/jps.2004.33.2.81>

Accessed: 10/03/2015 14:45

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SPECIAL DOCUMENT

THE GENEVA ACCORD

One reflection of the rising discontent among Israelis and Palestinians concerning the prospect of continuing violence is the intense debate surrounding a private Israeli-Palestinian "civil society" peace initiative announced in Jordan on 10 October. The so-called Geneva Accord, described by its signatories as a "model draft framework final status agreement," has no official standing: it was negotiated in secret by Israeli opposition figures and prominent Palestinians, some of them PA officials but acting in their private capacities. More important, the framework agreement was vigorously denounced by Israeli prime minister Ariel Sharon as soon as it was made public, its Israeli drafters branded in some quarters as "traitors." Despite this official rejection, it has met with considerable international backing: its formal unveiling in Geneva on 1 December was attended by Nobel Peace Prize laureates including former U.S. president Jimmy Carter, and it has been praised by, among others, British prime minister Tony Blair, French president Jacques Chirac, former U.S. president Bill Clinton, former South African president Nelson Mandela, and former Soviet president Mikhail Gorbachev. It was warmly endorsed by the European Parliament. The United States remained cool toward the plan itself, though Secretary of State Colin Powell received the accord's main drafters while they were in Washington promoting the initiative. The interest generated by the Geneva Accord also drew attention to an earlier effort, the Nusseibeh-Ayalon Agreement (see Doc. A1).

The project was initiated by former Israeli justice minister Yossi Beilin and PA cabinet minister Yasir 'Abid Rabbuh soon after Israel called off the Taba talks of January 2001; both had been senior negotiators at Taba as well as at earlier Palestinian-Israeli talks. (Beilin had been one of the prime movers behind the Oslo Accord.) In the course of more than two years of meetings, which were underwritten by the Swiss Foreign Ministry, the two negotiating teams called on over 100 Israeli and Palestinian experts in hammering out joint positions on the various issues. In addition to Beilin, the Israeli team comprises Professor Arie Arnon, Brig. Gen. (Res.) Shlomo Brom, MK Avraham Burg, Giora Inbar, Brig. Gen. (Res.) David Kimche, Dr. Menachem Klein, MK Amram Mitzna, MK Haim Oron, and Amos Oz. The Palestinian team, in addition to 'Abid Rabbuh, includes Khadura Faris, Muhammad 'Abd al-Fattah al-Hourani, Basil Jabir, Radi Jamil Jarai, Nazmi Ju'bub, Samih H.A. Karakra, Saman Khouri, Ibrabim Muhammad Khrishi, Zubayr al-Manasra, Nabil Qassis, Hisham Ali Hassan 'Abd al-Raziq, and Jamal Awad Zaqt.

The drafters themselves recognize the blueprint as a "nonstarter" as long as the present Israeli government remains in power. Their main goal, beyond

Journal of Palestine Studies XXXIII, no. 2 (Winter 2004), pages 81–101.
ISSN: 0377-919X; online ISSN: 1533-8614.

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*formulating a document that can serve as a guide for future negotiations, was to revitalize the Israeli and Palestinian peace camps by demonstrating that there is "a partner" on the other side and that a comprehensive agreement "taking into account the vital interests of both parties" could be reached even after three years of intifada. An ambitious two-year public information campaign, aimed *inter alia* at getting a copy of the plan into every Israeli and Palestinian household, has been launched to promote it. By mid-November, this effort was well underway.*

The draft accord reflects significant "advances" by both sides relative to the Taba understandings (see Special Documents in JPS123). It represents the first time that agreement on final status issues has been reached and committed to paper; in this sense, the drafters have argued that the accord, to which Yasir Arafat reportedly gave his blessing, complements the U.S. road map by supplying detailed solutions missing from what is essentially a timetable emphasizing preliminary steps. The document has aroused heated debate in both the Israeli and Palestinian camps. A November 2003 poll in Israel and the occupied territories jointly commissioned by the James Baker Institute at Rice University and the Brussels-based International Crisis Group found 53 percent of Israelis and 56 percent of Palestinians supporting the accord; the survey questions, however, neglected to mention the agreement's more controversial aspects, including renunciation of the refugee right to return, Israeli retention of the largest settlement blocs (but ceding Ariel), and Palestinian control of the Temple Mount (Haram al-Sharif). A poll carried out in October by the Nablus-based Palestinian Center for Public Opinion (where survey questions gave a more complete picture of the accord) found only 31 percent of Palestinians in favor and 51 percent opposed (33 percent strongly). Palestinian opposition among refugees, both in the territories and in surrounding countries, as well as by Palestinian human rights groups has been particularly strong. The accord also includes the "end of claims" clause that has bedeviled earlier efforts: Article I ("The Purpose of the Agreement") specifies that implementation of the agreement "will settle all the claims of the parties arising from events occurring prior to its signature" and with the agreement "no further claims . . . may be raised by either party."

The "authoritative English version" of the accord was made available to Ha'aretz in mid-October. It comprises seventeen articles dealing with relations between the parties, the formation of joint and verification committees, territory, security, Jerusalem, refugees, road use, religious sites, Palestinian prisoners, and dispute settlement mechanism. Three articles, notably on water, economic relations, and legal cooperation, have yet to be completed, and the annexes referred to in the text have not been made available. JPS is reproducing four articles in their entirety, those dealing with territory, security, Jerusalem, and refugees. The numbering of the paragraphs is as in the original, including inconsistent section numbers and cross-references.

ARTICLE 4: TERRITORY***1. The International Borders between the States of Palestine and Israel***

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

2. Sovereignty and Inviolability

- a. The parties recognize and respect each other's sovereignty, territorial integrity, and political independence, as well as the inviolability of each others territory, including territorial waters, and airspace. They shall respect this inviolability in accordance with this agreement, the UN Charter, and other rules of international law.
- b. The parties recognize each other's rights in their exclusive economic zones in accordance with international law.

3. Israeli Withdrawal

- a. Israel shall withdraw in accordance with Article 5.
- b. Palestine shall assume responsibility for the areas from which Israel withdraws.
- c. The transfer of authority from Israel to Palestine shall be in accordance with Annex X.
- d. The IVG [Implementation and Verification Group] shall monitor, verify, and facilitate the implementation of this article.

4. Demarcation

- a. A Joint Technical Border Commission (commission) composed of the two parties shall be established to conduct the technical demarcation of the border in accordance with this article. The procedures governing the work of this commission are set forth in Annex X.
- b. Any disagreement in the commission shall be referred to the IVG in accordance with Annex X.
- c. The physical demarcation of the international borders shall be completed by the commission not later than nine months from the date of the entry into force of this agreement.

5. Settlements

- a. The State of Israel shall be responsible for resettling the Israelis residing in Palestinian sovereign territory outside this territory.
- b. The resettlement shall be completed according to the schedule stipulated in article 5.
- c. Existing arrangements in the West Bank and Gaza Strip regarding Israeli settlers and settlements, including security, shall remain in force in each of the settlements until the date prescribed in the timetable for the completion of the evacuation of the relevant settlement.

- d. Modalities for the assumption of authority over settlements by Palestine are set forth in Annex X. The IVG shall resolve any disputes that may arise during its implementation.
- e. Israel shall keep intact the immovable property, infrastructure and facilities in Israeli settlements to be transferred to Palestinian sovereignty. An agreed inventory shall be drawn up by the parties with the IVG in advance of the completion of the evacuation and in accordance with Annex X.
- f. The state of Palestine shall have exclusive title to all land and any buildings, facilities, infrastructure or other property remaining in any of the settlements on the date prescribed in the timetable for the completion of the evacuation of this settlement.

6. Corridor

- a. The states of Palestine and Israel shall establish a corridor linking the West Bank and Gaza Strip. This corridor shall:
 - i. Be under Israeli sovereignty.
 - ii. Be permanently open.
 - iii. Be under Palestinian administration in accordance with Annex X of this agreement. Palestinian law shall apply to persons using and procedures appertaining to the corridor.
 - iv. Not disrupt Israeli transportation and other infrastructural networks, or endanger the environment, public safety or public health. Where necessary, engineering solutions will be sought to avoid such disruptions.
 - v. Allow for the establishment of the necessary infrastructural facilities linking the West Bank and the Gaza Strip. Infrastructural facilities shall be understood to include, *inter alia*, pipelines, electrical and communications cables, and associated equipment as detailed in Annex X.
 - vi. Not be used in contravention of this agreement.
- b. Defensive barriers shall be established along the corridor and Palestinians shall not enter Israel from this corridor, nor shall Israelis enter Palestine from the corridor.
- c. The parties shall seek the assistance of the international community in securing the financing for the corridor.
- d. The IVG shall guarantee the implementation of this article in accordance with Annex X.
- e. Any disputes arising between the parties from the operation of the corridor shall be resolved in accordance with Article 16.
- f. The arrangements set forth in this clause may only be terminated or revised by agreement of both parties.

ARTICLE 5: SECURITY

1. General Security Provisions

- a. The parties acknowledge that mutual understanding and cooperation in security-related matters will form a significant part of their bilateral relations and will further enhance regional security. Palestine and Israel shall base their security relations on

cooperation, mutual trust, good neighborly relations, and the protection of their joint interests.

b. Palestine and Israel each shall:

- i. Recognize and respect the other's right to live in peace within secure and recognized boundaries free from the threat or acts of war, terrorism, and violence;
 - ii. refrain from the threat or use of force against the territorial integrity or political independence of the other and shall settle all disputes between them by peaceful means;
 - iii. refrain from joining, assisting, promoting or cooperating with any coalition, organization or alliance of a military or security character, the objectives or activities of which include launching aggression or other acts of hostility against the other;
 - iv. refrain from organizing, encouraging, or allowing the formation of irregular forces or armed bands, including mercenaries and militias within their respective territory and prevent their establishment. In this respect, any existing irregular forces or armed bands shall be disbanded and prevented from reforming at any future date;
 - v. refrain from organizing, assisting, allowing, or participating in acts of violence in or against the other or acquiescing in activities directed toward the commission of such acts.
- c. To further security cooperation, the Parties shall establish a high level Joint Security Committee that shall meet on at least a monthly basis. The Joint Security Committee shall have a permanent joint office, and may establish such sub-committees as it deems necessary, including sub-committees to immediately resolve localized tensions.

2. Regional Security

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

3. Defense Characteristics of the Palestinian State

- a. No armed forces, other than as specified in this agreement, will be deployed or stationed in Palestine.
- b. Palestine shall be a nonmilitarized state, with a strong security force. Accordingly, the limitations on the weapons that may be purchased, owned, or used by the Palestinian Security Force (PSF) or manufactured in Palestine shall be specified in Annex X. Any proposed changes to Annex X shall be considered by a trilateral committee composed

of the two parties and the MF [Multinational Force]. If no agreement is reached in the trilateral committee, the IVG may make its own recommendations.

- i. No individuals or organizations in Palestine other than the PSF and the organs of the IVG, including the MF, may purchase, possess, carry or use weapons except as provided by law.
- c. The PSF shall:
 - i. Maintain border control;
 - ii. Maintain law-and-order and perform police functions;
 - iii. Perform intelligence and security functions;
 - iv. Prevent terrorism;
 - v. Conduct rescue and emergency missions; and
 - vi. Supplement essential community services when necessary.
- d. The MF shall monitor and verify compliance with this clause.

4. Terrorism

- a. The parties reject and condemn terrorism and violence in all its forms and shall pursue public policies accordingly. In addition, the parties shall refrain from actions and policies that are liable to nurture extremism and create conditions conducive to terrorism on either side.
- b. The parties shall take joint and, in their respective territories, unilateral comprehensive and continuous efforts against all aspects of violence and terrorism. These efforts shall include the prevention and preemption of such acts, and the prosecution of their perpetrators.
- c. To that end, the parties shall maintain ongoing consultation, cooperation, and exchange of information between their respective security forces.
- d. A Trilateral Security Committee composed of the two parties and the United States shall be formed to ensure the implementation of this article. The Trilateral Security Committee shall develop comprehensive policies and guidelines to fight terrorism and violence.

5. Incitement

- a. Without prejudice to freedom of expression and other internationally recognized human rights, Israel and Palestine shall promulgate laws to prevent incitement to irredentism, racism, terrorism and violence and vigorously enforce them.
- b. The IVG shall assist the parties in establishing guidelines for the implementation of this clause, and shall monitor the parties' adherence thereto.

6. Multinational Force

- a. A Multinational Force (MF) shall be established to provide security guarantees to the parties, act as a deterrent, and oversee the implementation of the relevant provisions of this agreement.
- b. The composition, structure and size of the MF are set forth in Annex X.

c. To perform the functions specified in this agreement, the MF shall be deployed in the state of Palestine. The MF shall enter into the appropriate Status of Forces Agreement (SOFA) with the state of Palestine.

d. In accordance with this agreement, and as detailed in Annex X, the MF shall:

- i. In light of the nonmilitarized nature of the Palestinian state, protect the territorial integrity of the state of Palestine.
- ii. Serve as a deterrent against external attacks that could threaten either of the parties.
- iii. Deploy observers to areas adjacent to the lines of the Israeli withdrawal during the Phases of this withdrawal, in accordance with Annex X.
- iv. Deploy observers to monitor the territorial and maritime borders of the state of Palestine, as specified in clause 5/13.
- v. Perform the functions on the Palestinian international border crossings specified in clause 5/12.
- vi. Perform the functions relating to the early warning stations as specified in clause 5/8.
- vii. Perform the functions specified in clause 5/3.
- viii. Perform the functions specified in clause 5/7.
- ix. Perform the functions specified in Article 10.
- x. Help in the enforcement of anti-terrorism measures.
- xi. Help in the training of the PSF.

e. In relation to the above, the MF shall report to and update the IVG in accordance with Annex X.

f. The MF shall only be withdrawn or have its mandate changed by agreement of the parties.

7. Evacuation

a. Israel shall withdraw all its military and security personnel and equipment, including landmines, and all persons employed to support them, and all military installations from the territory of the state of Palestine, except as otherwise agreed in Annex X, in stages.

b. The staged withdrawals shall commence immediately upon entry into force of this agreement and shall be made in accordance with the timetable and modalities set forth in Annex X.

c. The stages shall be designed subject to the following principles:

- i. The need to create immediate clear contiguity and facilitate the early implementation of Palestinian development plans.
- ii. Israel's capacity to relocate, house and absorb settlers. While costs and inconveniences are inherent in such a process, these shall not be unduly disruptive.
- iii. The need to construct and operationalize the border between the two states.
- iv. The introduction and effective functioning of the MF, in particular on the eastern border of the state of Palestine.

d. Accordingly, the withdrawal shall be implemented in the following stages:

- i. The first stage shall include the areas of the state of Palestine, as defined in Map X, and shall be completed within 9 months.
 - ii. The second and third stages shall include the remainder of the territory of the state of Palestine and shall be completed within 21 months of the end of the first stage.
- e. Israel shall complete its withdrawal from the territory of the state of Palestine within 30 months of the entry into force of this Agreement, and in accordance with this agreement.
- f. Israel will maintain a small military presence in the Jordan Valley under the authority of the MF and subject to the MF SOFA as detailed in Annex X for an additional 36 months. The stipulated period may be reviewed by the parties in the event of relevant regional developments, and may be altered by the parties' consent.
- g. In accordance with Annex X, the MF shall monitor and verify compliance with this clause.

8. Early Warning Stations

- a. Israel may maintain two EWS [early warning stations] in the northern, and central West Bank at the locations set forth in Annex X.
- b. The EWS shall be staffed by the minimal required number of Israeli personnel and shall occupy the minimal amount of land necessary for their operation as set forth in Annex X.
- c. Access to the EWS will be guaranteed and escorted by the MF
- d. Internal security of the EWS shall be the responsibility of Israel. The perimeter security of the EWS shall be the responsibility of the MF
- e. The MF and the PSF shall maintain a liaison presence in the EWS. The MF shall monitor and verify that the EWS is being used for purposes recognized by this agreement as detailed in Annex X.
- f. The arrangements set forth in this article shall be subject to review in ten years, with any changes to be mutually agreed. Thereafter, there will be five-yearly reviews whereby the arrangements set forth in this article may be extended by mutual consent.
- g. If at any point during the period specified above a regional security regime is established, then the IVG may request that the parties review whether to continue or revise operational uses for the EWS in light of these developments. Any such change will require the mutual consent of the parties.

9. Airspace

- a. Civil Aviation

- i. The parties recognize as applicable to each other the rights, privileges and obligations provided for by the multilateral aviation agreements to which they are both party, particularly by the 1944 Convention on International Civil Aviation (The Chicago Convention) and the 1944 International Air Services Transit Agreement.

- ii. In addition, the parties shall, upon entry into force of this agreement, establish a trilateral committee composed of the two parties and the IVG to design the most efficient management system for civil aviation, including those relevant aspects of the air traffic control system. In the absence of consensus the IVG may make its own recommendations.

b. Training

- i. The Israeli Air Force shall be entitled to use the Palestinian sovereign airspace for training purposes in accordance with Annex X, which shall be based on rules pertaining to IAF use of Israeli airspace.
- ii. The IVG shall monitor and verify compliance with this clause. Either party may submit a complaint to the IVG whose decision shall be conclusive.
- iii. The arrangements set forth in this clause shall be subject to review every ten years, and may be altered or terminated by the agreement of both parties.

10. Electromagnetic Sphere

- a. Neither party's use of the electromagnetic sphere may interfere with the other party's use.
- b. Annex X shall detail arrangements relating to the use of the electromagnetic sphere.
- c. The IVG shall monitor and verify the implementation of this clause and Annex X.
- d. Any party may submit a complaint to the IVG whose decision shall be conclusive.

11. Law Enforcement

The Israeli and Palestinian law enforcement agencies shall cooperate in combating illicit drug trafficking, illegal trafficking in archaeological artifacts and objects of art, cross-border crime, including theft and fraud, organized crime, trafficking in women and minors, counterfeiting, pirate TV and radio stations, and other illegal activity.

12. International Border Crossings

- a. The following arrangements shall apply to borders crossing between the State of Palestine and Jordan, the State of Palestine and Egypt, as well as airport and seaport entry points to the State of Palestine.
- b. All border crossings shall be monitored by joint teams composed of members of the PSF and the MF. These teams shall prevent the entry into Palestine of any weapons, materials or equipment that are in contravention of the provisions of this agreement.
- c. The MF representatives and the PSF will have, jointly and separately, the authority to block the entry into Palestine of any such items. If at any time a disagreement regarding the entrance of goods or materials arises between the PSF and the MF representatives, the PSF may bring the matter to the IVG, whose binding conclusions shall be rendered within 24 hours.
- d. This arrangement shall be reviewed by the IVG after 5 years to determine its continuation, modification or termination. Thereafter, the Palestinian party may request such a review on an annual basis.

- e. In passenger terminals, for thirty months, Israel may maintain an unseen presence in a designated on-site facility, to be staffed by members of the MF and Israelis, utilizing appropriate technology. The Israeli side may request that the MF-PSF conduct further inspections and take appropriate action.
- f. For the following two years, these arrangements will continue in a specially designated facility in Israel, utilizing appropriate technology. This shall not cause delays beyond the procedures outlined in this clause.
- g. In cargo terminals, for thirty months, Israel may maintain an unseen presence in a designated on-site facility, to be staffed by members of the MF and Israelis, utilizing appropriate technology. The Israeli side may request that the MF-PSF conduct further inspections and take appropriate action. If the Israeli side is not satisfied by the MF-PSF action, it may demand that the cargo be detained pending a decision by an MF inspector. The MF inspector's decision shall be binding and final, and shall be rendered within 12 hours of the Israeli complaint.
- h. For the following three years, these arrangements will continue from a specially designated facility in Israel, utilizing appropriate technology. This shall not cause delays beyond the timelines outlined in this clause.
- i. A high-level trilateral committee composed of representatives of Palestine, Israel, and the IVG shall meet regularly to monitor the application of these procedures and correct any irregularities, and may be convened on request.
- j. The details of the above are set forth in Annex X.

13. Border Control

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

ARTICLE 6: JERUSALEM

1. Religious and Cultural Significance

- a. The parties recognize the universal historic, religious, spiritual, and cultural significance of Jerusalem and its holiness enshrined in Judaism, Christianity, and Islam. In recognition of this status, the parties reaffirm their commitment to safeguard the character, holiness, and freedom of worship in the city and to respect the existing division of administrative functions and traditional practices between different denominations.
- b. The parties shall establish an interfaith body consisting of representatives of the three monotheistic faiths, to act as a consultative body to the parties on matters related to the city's religious significance and to promote interreligious understanding and dialogue. The composition, procedures, and modalities for this body are set forth in Annex X.

2. Capital of Two States

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

3. Sovereignty

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

4. Border Regime

The border regime shall be designed according to the provisions of Article 11, and taking into account the specific needs of Jerusalem (e.g., movement of tourists and intensity of border-crossing use including provisions for Jerusalemites) and the provisions of this article.

5. al-Haram al-Sharif/Temple Mount (Compound)**a. International Group**

- i. An International Group, composed of the IVG and other parties to be agreed upon by the parties, including members of the Organization of the Islamic Conference (OIC), shall hereby be established to monitor, verify, and assist in the implementation of this clause.
- ii. For this purpose, the International Group shall establish a Multinational Presence on the compound, the composition, structure, mandate and functions of which are set forth in Annex X.
- iii. The Multinational Presence shall have specialized detachments dealing with security and conservation. The Multinational Presence shall make periodic conservation and security reports to the International Group. These reports shall be made public.
- iv. The Multinational Presence shall strive to immediately resolve any problems arising and may refer any unresolved disputes to the International Group that will function in accordance with Article 16.
- v. The parties may at any time request clarifications or submit complaints to the International Group which shall be promptly investigated and acted upon.
- vi. The International Group shall draw up rules and regulations to maintain security on and conservation of the compound. These shall include lists of the weapons and equipment permitted on the site.

b. Regulations Regarding the Compound

- i. In view of the sanctity of the compound, and in light of the unique religious and cultural significance of the site to the Jewish people, there shall be no digging, excavation, or construction on the compound, unless approved by the two parties. Procedures for regular maintenance and emergency repairs on the compound shall be established by the IG after consultation with the parties.
- ii. The state of Palestine shall be responsible for maintaining the security of the compound and for ensuring that it will not be used for any hostile acts against Israelis or Israeli areas. The only arms permitted on the compound shall be those carried by the Palestinian security personnel and the security detachment of the Multinational Presence.
- iii. In light of the universal significance of the compound, and subject to security considerations and to the need not to disrupt religious worship or decorum on the site as determined by the Waqf, visitors shall be allowed access to the site. This shall be without any discrimination and generally be in accordance with past practice.

c. Transfer of Authority

- i. At the end of the withdrawal period stipulated in Article 5/7, the state of Palestine shall assert sovereignty over the compound.
- ii. The International Group and its subsidiary organs shall continue to exist and fulfill all the functions stipulated in this article unless otherwise agreed by the two parties.

6. *The Wailing Wall*

The Wailing Wall shall be under Israeli sovereignty.

7. *The Old City*

a. Significance of the Old City

- i. The parties view the Old City as one whole enjoying a unique character. The parties agree that the preservation of this unique character together with safeguarding and promoting the welfare of the inhabitants should guide the administration of the Old City.
- ii. The parties shall act in accordance with the UNESCO World Cultural Heritage List regulations, in which the Old City is a registered site.

b. IVG Role in the Old City

i. Cultural Heritage

- 1. The IVG shall monitor and verify the preservation of cultural heritage in the Old City in accordance with the UNESCO World Cultural Heritage List rules. For this purpose, the IVG shall have free and unimpeded access to sites, documents, and information related to the performance of this function.
- 2. The IVG shall work in close coordination with the Old City Committee of the Jerusalem Coordination and Development Committee (JCDC), including in devising a restoration and preservation plan for the Old City.

ii. Policing

- 1. The IVG shall establish an Old City Policing Unit (PU) to liaise with, coordinate between, and assist the Palestinian and Israeli police forces in the Old City, to defuse localized tensions and help resolve disputes, and to perform policing duties in locations specified in and according to operational procedures detailed in Annex X.
- 2. The PU shall periodically report to the IVG.
- iii. Either party may submit complaints in relation to this clause to the IVG, which shall promptly act upon them in accordance with Article 16.

c. Free Movement within the Old City

Movement within the Old City shall be free and unimpeded subject to the provisions of this article and rules and regulations pertaining to the various holy sites.

d. Entry into and Exit from the Old City

- i. Entry and exit points into and from the Old City will be staffed by the authorities of the state under whose sovereignty the point falls, with the presence of PU members, unless otherwise specified.
- ii. With a view to facilitating movement into the Old City, each party shall take such measures at the entry points in its territory as to ensure the preservation of security in the Old City. The PU shall monitor the operation of the entry points.
- iii. Citizens of either party may not exit the Old City into the territory of the other party unless they are in possession of the relevant documentation that entitles them to. Tourists may only exit the Old City into the territory of the party which they possess valid authorization to enter.

e. Suspension, Termination, and Expansion

- i. Either party may suspend the arrangements set forth in Article 6.7.iii in cases of emergency for one week. The extension of such suspension for longer than a week shall be pursuant to consultation with the other party and the IVG at the Trilateral Committee established in Article 3/3.
- ii. This clause shall not apply to the arrangements set forth in Article 6/7/vi.
- iii. Three years after the transfer of authority over the Old City, the parties shall review these arrangements. These arrangements may only be terminated by agreement of the parties.
- iv. The parties shall examine the possibility of expanding these arrangements beyond the Old City and may agree to such an expansion.

f. Special Arrangements

- i. Along the way outlined in Map X (from the Jaffa Gate to the Zion Gate) there will be permanent and guaranteed arrangements for Israelis regarding access, freedom of movement, and security, as set forth in Annex X.
 1. The IVG shall be responsible for the implementation of these arrangements.
- ii. Without prejudice to Palestinian sovereignty, Israeli administration of the Citadel will be as outlined in Annex X.

g. Color-Coding of the Old City

A visible color-coding scheme shall be used in the Old City to denote the sovereign areas of the respective parties.

h. Policing

- i. An agreed number of Israeli police shall constitute the Israeli Old City police detachment and shall exercise responsibility for maintaining order and day-to-day policing functions in the area under Israeli sovereignty.
- ii. An agreed number of Palestinian police shall constitute the Palestinian Old City police detachment and shall exercise responsibility for maintaining order and day-to-day policing functions in the area under Palestinian sovereignty.

- iii. All members of the respective Israeli and Palestinian Old City police detachments shall undergo special training, including joint training exercises, to be administered by the PU.
- iv. A special Joint Situation Room, under the direction of the PU and incorporating members of the Israeli and Palestinian Old City police detachments, shall facilitate liaison on all relevant matters of policing and security in the Old City.

i. Arms

No person shall be allowed to carry or possess arms in the Old City, with the exception of the police forces provided for in this agreement. In addition, each party may grant special written permission to carry or possess arms in areas under its sovereignty.

j. Intelligence and Security

- i. The parties shall establish intensive intelligence cooperation regarding the Old City, including the immediate sharing of threat information.
- ii. A trilateral committee composed of the two parties and representatives of the United States shall be established to facilitate this cooperation.

8. Mount of Olives Cemetery

a. The area outlined in Map X (the Jewish Cemetery on the Mount of Olives) shall be under Israeli administration; Israeli law shall apply to persons using and procedures appertaining to this area in accordance with Annex X.

- i. There shall be a designated road to provide free, unlimited, and unimpeded access to the cemetery.
- ii. The IVG shall monitor the implementation of this clause.
- iii. This arrangement may only be terminated by the agreement of both parties.

9. Special Cemetery Arrangements

Arrangements shall be established in the two cemeteries designated in Map X (Mount Zion Cemetery and the German Colony Cemetery) to facilitate and ensure the continuation of the current burial and visitation practices, including the facilitation of access.

10. The Western Wall Tunnel

a. The Western Wall Tunnel designated in Map X shall be under Israeli administration, including:

- i. Unrestricted Israeli access and right to worship and conduct religious practices.
- ii. Responsibility for the preservation and maintenance of the site in accordance with this agreement and without damaging structures above, under IVG supervision.
- iii. Israeli policing.
- iv. IVG monitoring.
- v. The Northern Exit of the Tunnel shall only be used for exit and may only be closed in case of emergency as stipulated in Article 6/7.

b. This arrangement may only be terminated by the agreement of both parties.

11. Municipal Coordination

a. The two Jerusalem municipalities shall form a Jerusalem Coordination and Development Committee (JCDC) to oversee the cooperation and coordination between the Palestinian Jerusalem municipality and the Israeli Jerusalem municipality. The JCDC and its sub-committees shall be composed of an equal number of representatives from Palestine and Israel. Each side will appoint members of the JCDC and its subcommittees in accordance with its own modalities.

b. The JCDC shall ensure that the coordination of infrastructure and services best serves the residents of Jerusalem, and shall promote the economic development of the city to the benefit of all. The JCDC will act to encourage cross-community dialogue and reconciliation.

c. The JCDC shall have the following subcommittees:

- i. A Planning and Zoning Committee: to ensure agreed planning and zoning regulations in areas designated in Annex X.
- ii. A Hydro Infrastructure Committee: to handle matters relating to drinking water delivery, drainage, and wastewater collection and treatment.
- iii. A Transport Committee: to coordinate relevant connectedness and compatibility of the two road systems and other issues pertaining to transport.
- iv. An Environmental Committee: to deal with environmental issues affecting the quality of life in the city, including solid waste management.
- v. An Economic and Development Committee: to formulate plans for economic development in areas of joint interest, including in the areas of transportation, seam line commercial cooperation, and tourism.
- vi. A Police and Emergency Services Committee: to coordinate measures for the maintenance of public order and crime prevention and the provision of emergency services.
- vii. An Old City Committee: to plan and closely coordinate the joint provision of the relevant municipal services, and other functions stipulated in Article 6/7.
- viii. Other committees as agreed in the JCDC.

12. Israeli Residency of Palestinian Jerusalemites

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

13. Transfer of Authority

The parties will apply in certain socioeconomic spheres interim measures to ensure the agreed, expeditious, and orderly transfer of powers and obligations from Israel to Palestine. This shall be done in a manner that preserves the accumulated socioeconomic rights of the residents of East Jerusalem.

ARTICLE 7: REFUGEES

1. Significance of the Refugee Problem

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

b. Such a resolution will also be central to stability building and development in the region.

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

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

3. Compensation

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

b. The parties recognize the right of states that have hosted Palestinian refugees to remuneration.

4. Choice of Permanent Place of Residence (PPR)

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

a. The state of Palestine, in accordance with clause a below.

b. Areas in Israel being transferred to Palestine in the land swap, following assumption of Palestinian sovereignty, in accordance with clause a below.

c. Third countries, in accordance with clause b below.

d. The State of Israel, in accordance with clause c below.

e. Present host countries, in accordance with clause d below.

i. PPR options i and ii shall be the right of all Palestinian refugees and shall be in accordance with the laws of the State of Palestine.

ii. Option iii shall be at the sovereign discretion of third countries and shall be in accordance with numbers that each third country will submit to the International Commission. These numbers shall represent the total number of Palestinian refugees that each third country shall accept.

iii. Option iv shall be at the sovereign discretion of Israel and will be in accordance with a number that Israel will submit to the International Commission. This number shall represent the total number of Palestinian refugees that Israel shall accept. As a basis, Israel will consider the average of the total numbers submitted by the different third countries to the International Commission.

iv. Option v shall be in accordance with the sovereign discretion of present host countries. Where exercised this shall be in the context of prompt and extensive development and rehabilitation programs for the refugee communities.

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

5. Free and Informed Choice

The process by which Palestinian refugees shall express their PPR choice shall be on the basis of a free and informed decision. The parties themselves are committed and will encourage third parties to facilitate the refugees' free choice in expressing their preferences, and to counter any attempts at interference or organized pressure on the process of choice. This will not prejudice the recognition of Palestine as the realization of Palestinian self-determination and statehood.

6. End of Refugee Status

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

7. End of Claims

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

8. International Role

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

9. Property Compensation

a. Refugees shall be compensated for the loss of property resulting from their displacement.

b. The aggregate sum of property compensation shall be calculated as follows:

i. The parties shall request the International Commission to appoint a Panel of Experts to estimate the value of Palestinians' property at the time of displacement.

ii. The Panel of Experts shall base its assessment on the UNCCP records, the records of the Custodian for Absentee Property, and any other records it deems relevant. The parties shall make these records available to the panel.

iii. The parties shall appoint experts to advise and assist the panel in its work.

iv. Within 6 months, the panel shall submit its estimates to the parties.

v. The parties shall agree on an economic multiplier, to be applied to the estimates, to reach a fair aggregate value of the property.

c. The aggregate value agreed to by the parties shall constitute the Israeli "lump sum" contribution to the International Fund. No other financial claims arising from the Palestinian refugee problem may be raised against Israel.

d. Israel's contribution shall be made in installments in accordance with Schedule X.

e. The value of the Israeli fixed assets that shall remain intact in former settlements and transferred to the state of Palestine will be deducted from Israel's contribution to

the International Fund. An estimation of this value shall be made by the International Fund, taking into account assessment of damage caused by the settlements.

10. Compensation for Refugeehood

a. A "Refugeehood Fund" shall be established in recognition of each individual's refugeehood. The fund, to which Israel shall be a contributing party, shall be overseen by the International Commission. The structure and financing of the fund is set forth in Annex X.

b. Funds will be disbursed to refugee communities in the former areas of UNRWA operation, and will be at their disposal for communal development and commemoration of the refugee experience. Appropriate mechanisms will be devised by the International Commission whereby the beneficiary refugee communities are empowered to determine and administer the use of this fund.

11. The International Commission (Commission)

a. Mandate and Composition

- i. An International Commission shall be established and shall have full and exclusive responsibility for implementing all aspects of this Agreement pertaining to refugees.
- ii. In addition to themselves, the parties call upon the United Nations, the United States, UNRWA, the Arab host countries, the EU, Switzerland, Canada, Norway, Japan, the World Bank, the Russian Federation, and others to be the members of the commission.
- iii. The commission shall:
 1. Oversee and manage the process whereby the status and PPR of Palestinian refugees is determined and realized.
 2. Oversee and manage, in close cooperation with the host states, the rehabilitation and development programs.
 3. Raise and disburse funds as appropriate.
- iv. The parties shall make available to the commission all relevant documentary records and archival materials in their possession that it deems necessary for the functioning of the commission and its organs. The commission may request such materials from all other relevant parties and bodies, including, *inter alia*, UNCCP and UNRWA.

b. Structure

- i. The commission shall be governed by an Executive Board (board) composed of representatives of its members.
- ii. The board shall be the highest authority in the commission and shall make the relevant policy decisions in accordance with this agreement.
- iii. The board shall draw up the procedures governing the work of the commission in accordance with this agreement.

- iv. The board shall oversee the conduct of the various committees of the commission. The said committees shall periodically report to the board in accordance with procedures set forth thereby.
- v. The board shall create a secretariat and appoint a chair thereof. The chair and the secretariat shall conduct the day-to-day operation of the commission.

c. Specific Committees

- i. The commission shall establish the technical committees specified below.
- ii. Unless otherwise specified in this agreement, the board shall determine the structure and procedures of the committees.
- iii. The parties may make submissions to the committees as deemed necessary.
- iv. The committees shall establish mechanisms for resolution of disputes arising from the interpretation or implementation of the provisions of this agreement relating to refugees.
- v. The committees shall function in accordance with this agreement, and shall render binding decisions accordingly.
- vi. Refugees shall have the right to appeal decisions affecting them according to mechanisms established by this agreement and detailed in Annex X.

d. Status-determination Committee:

- i. The Status-determination Committee shall be responsible for verifying refugee status.
- ii. UNRWA registration shall be considered as rebuttable presumption (*prima facie* proof) of refugee status.

e. Compensation Committee:

- i. The Compensation Committee shall be responsible for administering the implementation of the compensation provisions.
- ii. The committee shall disburse compensation for individual property pursuant to the following modalities:
 1. Either a fixed per capita award for property claims below a specified value. This will require the claimant to only prove title, and shall be processed according to a fast-track procedure, or
 2. A claims-based award for property claims exceeding a specified value for immovables and other assets. This will require the claimant to prove both title and the value of the losses.
- iii. Annex X shall elaborate the details of the above including, but not limited to, evidentiary issues and the use of UNCCP, "Custodian for Absentees' Property," and UNRWA records, along with any other relevant records.

f. Host State Remuneration Committee:

There shall be remuneration for host states.

- g. Permanent Place of Residence Committee (PPR Committee):
 The PPR Committee shall,
- i. Develop with all the relevant parties detailed programs regarding the implementation of the PPR options pursuant to Article 7/4 above.
 - ii. Assist the applicants in making an informed choice regarding PPR options.
 - iii. Receive applications from refugees regarding PPR. The applicants must indicate a number of preferences in accordance with Article 7/4 above. The applications shall be received no later than two years after the start of the International Commission's operations. Refugees who do not submit such applications within the two-year period shall lose their refugee status.
 - iv. Determine, in accordance with sub-Article (a) above, the PPR of the applicants, taking into account individual preferences and maintenance of family unity. Applicants who do not avail themselves of the committee's PPR determination shall lose their refugee status.
 - v. Provide the applicants with the appropriate technical and legal assistance.
 - vi. The PPR of Palestinian refugees shall be realized within 5 years of the start of the International Commission's operations.

h. Refugeehood Fund Committee

The Refugeehood Fund Committee shall implement Article 7/10 as detailed in Annex X.

i. Rehabilitation and Development Committee

In accordance with the aims of this agreement and noting the above PPR programs, the Rehabilitation and Development Committee shall work closely with Palestine, host countries, and other relevant third countries and parties in pursuing the goal of refugee rehabilitation and community development. This shall include devising programs and plans to provide the former refugees with opportunities for personal and communal development, housing, education, healthcare, retraining and other needs. This shall be integrated in the general development plans for the region.

12. The International Fund

a. An International Fund (the fund) shall be established to receive contributions outlined in this article and additional contributions from the international community. The fund shall disburse monies to the commission to enable it to carry out its functions. The fund shall audit the commission's work.

b. The structure, composition and operation of the fund are set forth in Annex X.

13. UNRWA

a. UNRWA should be phased out in each country in which it operates, based on the end of refugee status in that country.

b. UNRWA should cease to exist five years after the start of the commission's operations. The commission shall draw up a plan for the phasing out of UNRWA and shall facilitate the transfer of UNRWA functions to host states.

14. Reconciliation Programs

- a. The parties will encourage and promote the development of cooperation between their relevant institutions and civil societies in creating forums for exchanging historical narratives and enhancing mutual understanding regarding the past.
- b. The parties shall encourage and facilitate exchanges in order to disseminate a richer appreciation of these respective narratives, in the fields of formal and informal education, by providing conditions for direct contacts between schools, educational institutions, and civil society.
- c. The parties may consider cross-community cultural programs in order to promote the goals of conciliation in relation to their respective histories.
- d. These programs may include developing appropriate ways of commemorating those villages and communities that existed prior to 1949.



A Palestinian collects bullet casings in a house in Bureij r.c. that was raided by the IDF on 25 September 2003. (AP Photo/Jerome Delay)