

# **Agreement on Temporary International Presence in the City of Hebron**

***21 January 1997***

Pursuant to Article VII of Annex I of the Israeli-Palestinian Interim Agreement on the West Bank and the Gaza Strip, dated September 28, 1995 ("the Interim Agreement"), which deals with the redeployment of Israeli military forces in the City of Hebron and provides that there will be a Temporary International Presence in Hebron, Israel and the PLO agree as follows:

1. A Temporary International Presence in Hebron (hereinafter "TIPH") is hereby established. It will supersede the existing TIPH operating under the Agreement on the Temporary International Presence in the City of Hebron, dated May 9, 1996. It will be stationed in and operate within the City of Hebron as delineated on map No. 9 attached to the Interim Agreement. In all its activities, the TIPH will relate to Hebron as one city. As detailed in paragraph 5 below, the TIPH will assist 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 concluded by the participating countries with the agreement of the two sides.
2. The two sides shall request Norway, Italy, Denmark, Sweden, Switzerland and Turkey to provide 180 persons as TIPH personnel. Norway shall be requested to coordinate the establishment and activity of the TIPH. The number of on-duty observers at any given time and changes in the composition of the TIPH shall be with the consent of both sides.
3. TIPH personnel shall have no military or police functions, nor will they interfere in disputes, incidents or the activities of Israeli security forces or the Palestinian Police.
4. In order to facilitate the carrying out of TIPH tasks, a building will be chosen in Hebron as a seat for the TIPH.
5. The tasks of the TIPH personnel will be:
  - a. to promote by their presence a feeling of security to the Palestinians of Hebron;
  - b. to help promote stability and an appropriate environment conducive to the enhancement of the well-being of the Palestinians of Hebron and their economic development;
  - c. to observe the enhancement of peace and prosperity among Palestinians;
  - d. to assist in the promotion and execution of projects initiated by the donor countries;
  - e. to encourage economic development and growth in Hebron;
  - f. to provide reports as set out in paragraph 7 below; and

- g. to coordinate its activities with the Israeli and Palestinian authorities in accordance with paragraph 7 below.
- 6. The development projects referred to in paragraph 5.d above will be identified by the Hebron municipality and the relevant Palestinian ministries in cooperation with the member countries of the TIPH. nbsp;
- 7.
  - a. Representatives of the TIPH shall be situated at the District Coordination Office ("DCO") in Har Manoah/Jabel Manoah and may also be present at the DCO sub-office in the City of Hebron, in order to coordinate TIPH activity with both sides. The TIPH representatives shall be equipped with the necessary means of communication to enable direct and immediate contact with the TIPH Headquarters and field observers.
  - b. A Joint Hebron Committee shall be established comprising the Israeli Military Commander and the Palestinian Police Commander of the Hebron District, the Israel and Palestinian heads of the Hebron District Civil Liaison Office, and a representative of the TIPH. This committee shall receive reports from the TIPH on specific events and shall deal with any issues arising from the presence and activity of the TIPH which cannot be dealt with by the DCO. The committee shall meet on a weekly basis, or on the request of any of its members.
  - c. The Monitoring and Steering Committee established pursuant to the Interim Agreement will receive periodic reports from the TIPH. Each side of this committee will designate one of its members to form a group together with representatives of the TIPH in order to discuss matters of policy on a bi-weekly basis or on the request of the TIPH.
- 8. While on duty the members of the TIPH shall wear distinctive uniforms with a special emblem, as agreed by the two sides. Their vehicles shall be marked with the same emblem. TIPH members may carry pistols for self-defense purposes.
- 9. TIPH personnel shall enjoy freedom of movement for the performance of their tasks within the City of Hebron, as set out in the modalities referred to in paragraph 1.
- 10. The TIPH and its members shall, in conformity with the modalities referred to in paragraph 1, be accorded such privileges and immunities as are necessary for the fulfillment of their tasks, and for the independent exercise of their functions, including immunity of the TIPH premises and the right to import operational supplies and equipment exempt from import taxes and duties. All imported equipment, materials and goods exempted from import taxes and duties will be re-exported or donated, at the conclusion of the mission of the TIPH, according to applicable customs procedures agreed upon between the two sides.
- 11. The presence and activities of the TIPH personnel will be in accordance with Annex I, Article VII and other relevant provisions of the Interim Agreement and the Protocol Concerning the Redeployment in Hebron.

12. The expenses of the TIPH will be borne by the participating countries.
13. This Agreement shall enter into force on February 1, 1997 and shall supersede the Agreement on the Temporary International Presence in the City of Hebron, dated May 9, 1996.
14. The TIPH may commence its operation immediately upon the approval of its modalities of operation by the two sides, and shall continue to function for a period of three months renewable for an additional period of three months unless otherwise agreed between the two sides. With the consent of the two sides, the TIPH may extend the period or change the scope of its operation, as agreed. nbsp:

Signed by Mr. Eytan Bentsur, for the Government of the State of Israel and Dr. Saeb Erekat for the PLO.