January 15, 1997

Protocol Concerning the Redeployment in Hebron[1]

In accordance with the provisions of the Interim Agreement and in particular of Article VII of Annex I 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 I 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 I to the Interim Agreement); Guidelines for Hebron (Article VII of Annex I to the Interim Agreement); and Rules of Conduct in Mutual Security Matters (Article XI of Annex I 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

[1] Retrieved from: http://snipurl.com/2868yab

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) Abu Sneinah
   (2) Harat A-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 Ras e-Jura to the north of the Dura junction 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/Jabel 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 I 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 III of the Interim Agreement will be applicable to the following Holy Sites in Area H-1:
(1) The Cave of Othniel Ben Knaz/El-Khalil;
(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 I 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 wellbeing 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 I 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 I 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 I to the Interim Agreement.

19. **Attached Appendices**

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

Done at _____ this_____ day of_____ 1997

_____ _____

For the Government of the State of Israel

For the PLO

Appendix 2
(Article 5)

Agreed Adjacent Area

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 Ibrahimi/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

Letter to be provided by U.S. Secretary of State Christopher to Benjamin Netanyahu at the time of signing of the Hebron Protocol

Dear Mr. Prime Minister,

I wanted personally to congratulate you on the successful conclusion of the "Protocol Concerning the Redeployment in Hebron." It represents an important step forward in the Oslo peace process and reaffirms my conviction that a just and lasting peace will be established between Israelis and Palestinians in the very near future.

In this connection, I can assure you that it remains the policy of the United States to support and promote full implementation of the Interim Agreement in all of its parts. We intend to continue our efforts to help ensure that all outstanding commitments are carried out by both parties in a cooperative spirit and on the basis of reciprocity.

As part of this process, I have impressed upon Chairman Arafat the imperative need for the Palestinian Authority to make every effort to ensure public order and internal security within the West Bank and Gaza Strip. I have stressed to him that effectively carrying out this major responsibility will be a critical foundation for completing implementation of the Interim Agreement, as well as the peace process as a whole.

I wanted you to know that, in this context, I have advised Chairman Arafat of U.S. views on Israel's process of redeploying its forces, designating specified military locations and transferring additional powers and responsibilities to the Palestinian Authority. In this regard, I have conveyed our belief, that the first phase of further redeployments should take place as soon as possible, and that all three phases of the further redeployments should be completed within twelve months from the implementation of the first phase of the further redeployments but not later than mid-1998.

Mr. Prime Minister, you can be assured that the United States' commitment to Israel's security is ironclad and constitutes the fundamental cornerstone of our special relationship. The key element in our approach to peace, including the negotiation and implementation of agreements between Israel and its Arab partners, has always been a recognition of Israel's security requirements. Moreover, a hallmark of U.S. policy remains our commitment to work cooperatively to seek to meet the security needs that Israel identifies. Finally, I would like to reiterate our position that Israel is entitled to secure and defensible borders, which should be directly negotiated and agreed with its neighbors.