

Memorandum of Understanding on the Establishment of a Temporary International Presence in Hebron

The Temporary International Presence in Hebron (hereafter referred to as TIPH) is established under the Agreement between Israel and the Palestine Liberation Organization (hereafter referred to as PLO) on the Temporary International Presence in the City of Hebron of 21 January 1997 (hereafter referred to as the Agreement). The Agreement contains the terms of reference for the TIPH, and sets out its mandate. Its area of operation will be the City of Hebron as defined in the Israeli-Palestinian Interim Agreement on the West Bank and the Gaza Strip.

TIPH shall function for a period of three months, renewable for an additional period of three months unless otherwise agreed between Israel and the PLO.

A. Organizational Structure

1. TIPH will consist of up to 180 members from Denmark, Italy, Norway, Sweden, Switzerland and Turkey.
2. The Head of Mission (hereafter referred to as HOM) will be appointed by Norway and will have the authority to direct and instruct all personnel assigned to him as he may deem necessary to accomplish the Mission.
3. A Senior National Representative will be appointed for each country. The Representative will be given responsibility for heading various sections within the TIPH organization. One Senior National Representative will act as Deputy Head of the Mission.
4. In the relationship between the TIPH contingents and subject to the Agreement ultimate decision making authority in TIPH matters remains with the Governments of the participating countries. In matters which require joint decisions consultations will take place as appropriate on the national or on the local level.
5. Each country will cover all personnel costs directly related to its citizens in the TIPH such as salaries, allowances, insurances, personal equipment and travel costs. Other costs in connection with the participation in the mission will be divided pro rata except for office, transport, mobile radios and phone/fax-related expenses which will be divided equally between the participating countries.
6. In the City of Hebron the members of the TIPH will wear a distinctive uniform with an emblem consisting of the letters TIPH. The observers will also wear armlets marked OBSERVERS in English, Arabic and Hebrew.
7. The TIPH will provide its members with an ID card in English, Arabic and Hebrew.
8. The working language of the TIPH is English.

9. TIPH headquarters and accommodations will be established by TIPH in premises in the City of Hebron.

B. Operational Guidelines

1. As foreseen in the Agreements, the TIPH will maintain close coordination with the parties through the District Coordination Office (hereafter called the DCO) and the joint Hebron Committee (hereafter called the JHC).

2. The TIPH will elaborate daily situation reports based on internationally recognized human rights standards pursuant to Article 7 of the Agreement. The TIPH will report to the Joint Hebron Committee and the Monitoring and Steering Committee. Summaries of the reports will be forwarded to the Governments of the participating countries. The JHC shall meet on a weekly basis or at the request of any of its members.

3. Members of the TIPH will enjoy freedom of movement for the performance of their tasks in the City of Hebron, except when notified through the DCO of exceptional and temporary measures. Such measures must be approved by the respective Israeli or Palestinian commander of the Hebron area, as appropriate. Members of the TIPH will not enter privately held areas, or military camps and security installations without specific permission from the qualified individual or authorities as appropriate.

4. As a basis for its reporting activities, the TIPH may use necessary equipment such as photo and video equipment (the TIPH reports are not for public use).

5. For the purpose of entering and leaving the area of operation the necessary arrangements will be made according to the Agreement.

6. Members of the TIPH will not interfere in disputes or incidents. Disputes or incidents will be reported immediately to the TIPH HOM.

7. Internal safety measures will be taken, after appropriate coordination, by the TIPH to protect its personnel in their functions and off duty.

C. Logistics and Support

1. The TIPH will set up an internal communication network (mobile transceivers, in all vehicles and to members of TIPH).

2. A logistics and support organization will be set up, including the necessary staff and equipment.

3. In meeting the logistical needs, such as housing, food, fuel, repairs, medical services, etc., the TIPH may make use of local resources. The employment of local personnel will be coordinated through the Joint Hebron Committee.

4. All TIPH vehicles will be equipped with special licence plates. TIPH vehicles used for the performance of its functions in the City of Hebron will also be marked with emblems. TIPH vehicles will carry only members of TIPH.

D. Privileges and Immunities

1. In the area of, and in connection with, its activities, TIPH shall enjoy such privileges and immunities as necessary for the fulfilment of its task including immunity of its premises. Similarly, it shall enjoy privileges and immunities necessary for the independent exercise of its functions.

2. Members of TIPH shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions in their official capacity, including the time spent on journeys in connection with their mission. In particular they shall be accorded:

a. Immunity from personal arrest or detention and from seizure of their personal baggage;

b. In respect of words spoken or written and acts done by them, immunity from legal process of any kind. Such immunity shall continue irrespective of the cessation of their mission;

c. For the purpose of their communications with the respective Governments, the right to use codes and to receive papers or correspondence by courier or in sealed bags. No official communication directed to the TIPH or to any of its staff members, nor any outward official communication of the TIPH, by whatever means or in whatever form transmitted, shall be detained in any way or suffer any interference with its confidentiality;

d. The same immunities and facilities in respect of their personal baggage as accorded to diplomatic envoys.

e. 1. i. VAT reimbursement arrangements for locally procured operational supplies and equipment, and

ii. privileges concerning taxes on petrol;
similar to those which apply to diplomatic missions in Israel.

2. All locally procured equipment, materials and goods in respect of which VAT reimbursements have been made, in accordance with subparagraph 1, will be exported or donated, at the conclusion of the mission of the TIPH, according to applicable customs procedures agreed upon between the two sides.

3. Privileges and immunities are granted to members of TIPH in the interest of the fulfilment of the Agreement and not for the personal benefit of the individuals themselves. The immunity of any staff member may be waived by the respective sending States.

4. Members of the TIPH shall not be liable for any act or omission performed under the terms of this Memorandum of Understanding, except in case of gross negligence or wilful misconduct.

E. Final Provisions

This Memorandum of Understanding enters into force on the date of its signature, and shall remain in force for the duration of the Agreement.

Done at Oslo on the thirtieth day of January one thousand nine hundred and ninety-seven in six originals in the English language.

For the Government of Denmark: Ambassador Ib Ritto Andreasen

For the Government of Italy: Ambassador Dr. Mario Quagliotti

For the Government of Norway: State Secretary Jan Egeland

For the Government of Sweden: Chargé d'affaires Per Norström

For the Government of Switzerland: Ambassador Gaudenz von Salis

For the Government of Turkey: Ambassador M. Burhan Ant