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מדינת ישראל

משרד הממשלה

משרד

הא/3

ת.ט.ל.ט

הסכם בין ירון לאשי"פ
3-94-7-94

ז'רגל 3-

מחלקה

בין העוסק

תיק מס'

שם וניק: הסכם בין ירון לאשי"פ
 עוזה פיוי
גל-8/57516
 מוזה פריט: 0005jny
 כנובת: 3-305-7-8-2

תאריך הדפסה: 28/08/2018



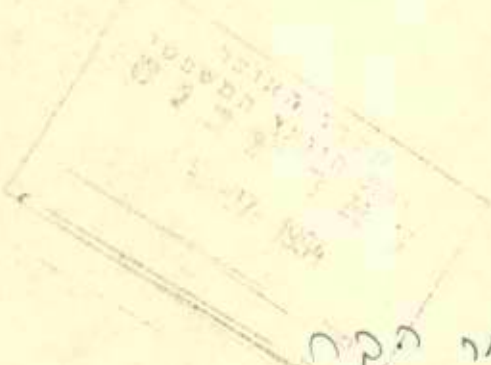
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מדינת ישראל

MINISTRY OF FINANCE
THE INTERNATIONAL DIVISION
INVESTMENT AUTHORITY

משרד האוצר
האגף הבינלאומי
רשות ההשקעות

12/07/94



לפני האוצר
מנכ"ל האוצר

אל: שר האוצר
מנכ"ל האוצר
הממונה על התקציבים

אני מעביר לעיונכם את עקרונות ההבנה הכלכלית, שהושגה בין ירדן והרשות הפלשתינאית.

עקרונות אלה הוצגו בפנינו בע"פ במפגש האחרון בושינגטון של הפורום הטרילטרי, ירדן-ישראל-ארה"ב.

ב ב ר כ ה,

ד"ר אהוד קופמן
הממונה על הקשרים הבינלאומיים

הערת: חברי המשלחת הכלכלית למו"מ עם הפלשתינאים
מר ז. פרי, תמ"ס
מר ז. אבלס, בנק ישראל

הסכם ירדן PNA

שני הצדדים הסכימו על הסעיפים הבאים:

1. שני הצדדים יהיו מחוייבים למערכת סחר חופשי. תנועת הסחורות תהיה בכפוף להסכמים בינלאומיים, רב-צדדיים ודו-צדדיים ללא מכסים או מסים כלשהם, להוציא רשימות מוגבלות של מוצרים ספציפיים.
 - הצדדים מתחייבים לתת עדיפות לסחורות אשר מקורן בצד השני, בהקשר של יבוא ויצוא.
 2. אישור מסמכי המשלוח יעשה ע"י שני הצדדים לעיסקה.
 3. כדי לאפשר תנועת סחורות בטרנזיט (יבוא לשם יצוא של סחורות) מתחייבים הצדדים להקים אזורי איכסון חופשיים ואזורי הרכבה והשקעה חופשיים.
 4. יפעלו יחדיו להקמת אזור חופשי משותף להרכבה ושיווק, במיוחד לסחורות חקלאיות באזור "עמק הירדן".
 5. כדי להבטיח את צרכי הפלסטינאים בהקשר של צריכת מוצרי דלק, יחתמו הירדנים (משרד האנרגיה) הסכם עם נציגים מוסמכים של הרשות הפלסטינאית PNA.
- הסכם דומה יחתם לאספקת צרכי הפלסטינאים למלט ופלדה.
6. תוקם ועדה משותפת ירדנית פלסטינית שתעסוק בסוגיות סחר, מכסים ויישום ההסדרים השונים בין שני הצדדים ותסייע בזרימה השוטפת של הסחורות והשירותים בין שני הצדדים.

בענייני פיננסים ובנקים הצדדים הסכימו על הסעיפים הבאים:

1. המטבע הרשמי יהיה הדינאר הירדני, בו יעשו התשלומים ל-PNA, וזאת עד להנפקת המטבע ע"י הרשות המוניטרית הפלסטינאית. יעשה גם שימוש במטבעות זרים אחרים.
2. הועדה המנהלת תתחיל לפעול מיד עם הקמת הרשות המוניטרית הפלסטינית.
3. משימותיה של הועדה המנהלת יהיו:
 - א. לתאם את הנפקת הרשיונות ולפקח על הבנקים והמוסדות הפיננסיים בפלסטין.
 - ב. לספק ידע וכח אדם כדי לאמן ולייעץ בענייני חקיקה ולהשתתף בכניית ה-PNA ונלוותיה.
4. שני הצדדים יפתחו חשבון מיוחד בדינארים כדי לכסות שרותים ומעבר סחורות ביניהן. כאשר תוקם ה-PNA יפתח חשבון דומה בבנק המרכזי הירדני מאותן הסיבות.
5. גם לאחר הקמת ה-PNA, הבנק המרכזי הירדני וה-PNA יתאמו ויגבשו מדיניות משותפת.

בענייני תיירות הצדדים הסכימו על:

1. עידוד המיגור הפרטי להמשיך את הפעילות התיירותית בין שני הצדדים, באמצעות ארגון טיולים מאורגנים, תוך דאגה לתנועה דרך הגשרים.

2. יצירת תעשיית תיירות ואמצעים לעידוד השקעה.

3. הקמת ועדת תיירות משותפת שתספק תוכנית שתוכל להיות מיושמת בשני הצדדים.

שני הצדדים הסכימו על חשיבות המיגור הפרטי בפיתוח הכלכלה של שתי המדינות.

1. עידוד השקעות משותפות והגנתן.

2. יצירת אמצעים שיצרו אווירה נכונה עבור המיגור הפרטי.

3. ארגון הקמת פרויקטים גדולים עבור השקעות ועידוד ההון בפזורה להשתתף בפיתוח שתי המדינות.

4. לקרוא למיגור הפרטי לקחת חלק משמעותי ביישום התוכנית הפלסטינית-ירדנית.

28/04/94

אל: רוה"מ - מר יצחק רבין

מאת: אברהם (בייגה) שוחט

הנדון: ההסכם הכלכלי וזיקתו להסכם עזה ויריחו והסכמים אחרים עתידיים

1. הפלסטינאים העלו דרישה שההסכם הכלכלי יחתם בנפרד ויעמוד בפני עצמו.
2. דרישה זו שמשמעותה נתק מוחלט בין ההסכמים אינה מקובלת עלינו מסיבות משפטיות וענייניות. אם כי יש לה יתרון עתידי אם נרצה לבצע את ההסכם הכלכלי באופן עצמאי ולא מותנה בהסכמים האחרים.
3. ניתן להענות באופן חלקי לבקשת הפלסטינאים ולחתום פרוטוקול על יחסים כלכליים בין ממשלת ישראל ואש"פ ובלבד שתובטח הזיקה העניינית והמשפטית בין ההסכמים ולוח הזמנים.
4. הצעתנו היא שהפרוטוקול הכלכלי יכלול את המבוא המצורף בזה. ניסוחיו יוצרים מחויבות להסכמים אחרים, ללוח הזמנים הקשור להסכמים האחרים ולהיבטים האחרים של הסכם עזה ויריחו.
5. הצעתי היא שבהסכם עזה ויריחו יכלול סעיף לפי הנוסח המצורף בזה שיבטיח שההסכם הכלכלי (פרוטוקול פריז) יכלול כנספח להסכם עזה ויריחו.
6. כמעט כל הנושאים העקרוניים סוכמו אנחנו עוסקים בניסוחים סופיים וקיימת סבירות גבוהה שנצליח לארגן את טקס החתימה מחר בבוקר
7. אבו עלאא עדיין לא ראה את המסמכים.
8. נא אישורך.

ק-ק-ק
א.ל.א

PROTOCOL ON ECONOMIC RELATIONS

between

the Government of the State of Israel

and

the P.L.O., representing the Palestinian people

PREAMBLE

The two parties view the economic domain as a cornerstone of their mutual relations. Accordingly, both sides shall cooperate in this field in order to achieve a sound economic base for such relations. For this purpose an agreed framework of relations in various economic spheres, based on the principles of recognition of each other's economic interests, reciprocity, equity and fairness, is hereby set out.

This protocol lays the groundwork for strengthening the economic base of the Palestinian side, and for enhancing the role of the private sector of both sides in the promotion of economic growth, while recognizing each other's economic ties with other markets and the need to create a better economic environment for the individual.

Article I

Framework and scope of this Protocol

1. This protocol establishes the principles and arrangements which will govern the economic relations between the two sides as well as the economic regime in the West Bank and the Gaza Strip. The implementation of these principles and arrangements will be according to the stages envisaged in the Declaration of Principles on Interim Self Government Arrangements signed in Washington D.C. on September 13, 1993 and the Agreed Minutes thereto, and will therefore begin in relation to the Gaza Strip and the Jericho Area. After the Interim Agreement they will apply also to the rest of the West Bank, according to the provisions of the Interim Agreement and to any other agreed arrangements between the two sides.
2. a. This Protocol, including its Appendixes, will come into force upon the signing of the Agreement on the Gaza Strip and the Jericho Area (hereinafter - the Agreement) and will be an integral part thereof.

מפר. הכו - המשג
(הנוסח המוצע להסכם עסקאות ו'כ"א)

ARTICLE _____

ECONOMIC RELATIONS

The economic relations between the two sides are set out in the Protocol on Economic Relations signed in Paris on April 29, 1994 and the Appendixes thereto, attached as Annex IV, and will be governed by the relevant provisions of this Agreement and its Annexes.

- b. This Protocol will be governed by the relevant articles and paragraphs of the Agreement and its annexes, including those relating to jurisdiction and legal arrangements and assistance.
3. For the purpose of this Protocol, the term "the Areas" means the areas under the jurisdiction of the Palestinian Authority established by the Agreement, according to the provisions of the Agreement regarding territorial jurisdiction, and any other area falling under the jurisdiction of Palestinian Authorities, in accordance with subsequent agreements.

סעיף Iהמסגרת וההיקף של פרוטוקול זה

1. פרוטוקול זה הינו הסכם חוזי אשר יסדיר את היחסים הכלכליים בין שני הצדדים ויחול על הגדה המערבית ורצועת עזה בתקופת הביניים. היישום יהיה בהתאם לשלבים שנחזו בהצהרת העקרונות על הסדרי ממשל עצמי זמני שנחתמה בושינטון די.סי. ב-13 בספטמבר 1993 ובזכרון הדברים המוסכם שלה. לפיכך הוא יתחיל ברצועת עזה ובאזור יריחו ובשלב מאוחר יותר יחול גם על יתר הגדה המערבית, בהתאם להוראות הסכם הביניים או כל הסדרים מוסכמים אחרים בין שני הצדדים.
 2. פרוטוקול זה, לרבות נספחיו, ישולב לתוך ההסכם על רצועת עזה ואזור יריחו (בפרוטוקול זה - ההסכם), יהיה חלק בלתי נפרד ממנו ויפורש בהתאם לכך. פסקה זו מתייחסת רק לרצועת עזה ולאזור יריחו.
 3. למטרת פרוטוקול זה, המונה "אזורים" פירושו האזורים שבתחום סמכותה של הרשות הפלשתינאית, בהתאם להוראות ההסכם בענין סמכות טריטוריאלית.
- תחום הסמכות הפלשתינאי בהסכמים הבאים עשוי לכלול שטחים, תחומים ופונקציות בהתאם להסכם הביניים. לפיכך, למטרות פרוטוקול זה, כאשר ישום, המונה "אזורים", יפורש כמתכוון גם לפונקציות ותחומים, לפי הענין, בתיאומים הנדרשים.

סעיף II

הועדה הכלכלית המשותפת

1. שני הצדדים יקימו ועדה כלכלית משותפת פלשתינאית-ישראלית (להלן ה-JEC) כדי לעקוב אחר יישומו של פרוטוקול זה ולהחליט בבעיות הקשורות אליו אשר עשויות להתעורר מפעם לפעם. כל צד רשאי לבקש בחינה של כל נושא הקשור להסכם זה ע"י ה-JEC.
2. ה-JEC תשמש כועדה מתמדת לשיתוף פעולה כלכלי שנחזתה בנספח III של הצהרת העקרונות.
3. ה-JEC תהיה מורכבת ממספר חברים שווה מכל צד והיא רשאית להקים ועדות משנה כפי שתראה לנחוץ, בנוסף לוועדות המשנה המצויינות בפרוטוקול זה. ועדת משנה יכול שתכלול מומחים לפי הצורך.
4. ה-JEC וועדות המשנה שלה יקבלו החלטות בהסכמה ויקבעו את כללי הנוהל שלהם, לרבות תדירות ישיבותיהם ומקומן או מקומותיהן.

SIDE LETTER TO THE PROTOCOL ON ECONOMIC RELATIONS

SIGNED IN PARIS ON APRIL 29, 1994

("THE PROTOCOL")

The two sides to this Protocol agree to continue discussion through the Joint Economic Committee of the following issues with the view of conclusions agreed arrangement within three months:

1. The mutual recognition and protection of patents, designs and trade marks, and other intellectual property.
2. The procedures for the set-off of mutual financial obligations between the two sides, including legal entities under their control or management.
3. The prevention of Trade Restrictions.

For the Government of Israel



A handwritten signature in cursive script, appearing to read "A. Shochet", written over a horizontal line.

For the P.L.O.



A handwritten signature in cursive script, written over a horizontal line.

25.4.94

על: סמך בן ארז, קה"ר

Civil Jurisdiction : הורן

אשר יש להם סמך (הרשאה) ל
 Israeli statutory agencies
 עם נטע בהקשר - ישראלים בלבד -
 jurisdiction

יש להם סמך על מקרים מסוימים
 תלמידי-הורן - סמכים, אולם אין להם סמך
 סמך על מקרים מסוימים בהם
 תלמידי-הורן - סמך על מקרים מסוימים
 סמך על מקרים מסוימים בהם
 תלמידי-הורן - סמך על מקרים מסוימים
 סמך על מקרים מסוימים בהם
 תלמידי-הורן - סמך על מקרים מסוימים

הורן
 תלמידי-הורן

202-3563018

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SIDE LETTER TO THE PROTOCOL ON ECONOMIC RELATIONS

SIGNED IN PARIS ON APRIL 29, 1994

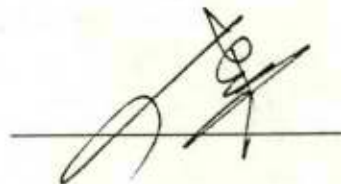
("THE PROTOCOL")

The two parties to the Protocol agree that the issue of contradiction between the Agreement on the Gaza Strip and the Jericho Area and the Protocol will be decided by the Prime Minister of the Government of Israel and the Chairman of the PLO.

For the Government of Israel

A handwritten signature in cursive script, appearing to read "A. Shochat", written over a horizontal line.

For the P.L.O.

A handwritten signature in cursive script, appearing to read "Y. Arafat", written over a horizontal line.

April 6, 1994

Working Paper

During the discussions, an understanding has developed between the two sides on the use of the following expressions in the context of the Gaza-Jericho Agreement:

sphere - a specific area of governmental activity usually dealt with by a specific office of the Civil Administration.

powers and responsibilities - while these words may be used interchangeably with authority, in the Gaza-Jericho Agreement, they will be used in connection with the treatment of specific spheres.

authority - is the power to exercise jurisdiction, i.e., it encompasses executive, legislative and judicial powers and responsibilities. It is not necessarily exclusive. In fact, it is exercised by both Israel and the Palestinian Authority in the same manner as jurisdiction.

Accordingly, the two sides agreed that -

- a. Annex II and all other references to the contents of Annex II, as well as other provisions of the Gaza-Jericho Agreement and its Annexes which deal with specific spheres, shall use the expression "powers and responsibilities".
- b. The first two paragraphs of the Article in the Gaza-Jericho Agreement entitled "Transfer of [I: Powers and Responsibilities to the Palestinian] Authority" shall be redrafted as follows:

Transfer of Authority

1. Israel shall transfer authority as set out in this Agreement from the Israeli military government and its Civil Administration to a Palestinian Authority, hereby established, in accordance with Article -- (Jurisdiction) of this Agreement. Israel shall continue to exercise authority not so transferred.
2. As regards the transfer of authority in civilian spheres, powers and responsibilities shall be transferred as set out in the Protocol concerning Civil Affairs attached as Annex II.

PROTOCOL ON ECONOMIC RELATIONS

between

THE GOVERNMENT OF THE STATE OF ISRAEL

and

THE P.L.O.

REPRESENTING THE PALESTINIAN PEOPLE

Paris, April 29, 1994

PROTOCOL ON ECONOMIC RELATIONS

between

the Government of the State of Israel

and

the P.L.O., representing the Palestinian people

PREAMBLE

The two parties view the economic domain as one of the cornerstone in their mutual relations with a view to enhance their interest in the achievement of a just, lasting and comprehensive peace. Both parties shall cooperate in this field in order to establish a sound economic base for these relations, which will be governed in various economic spheres by the principles of mutual respect of each other's economic interests, reciprocity, equity and fairness.

This protocol lays the groundwork for strengthening the economic base of the Palestinian side and for exercising its right of economic decision making in accordance with its own development plan and priorities. The two parties recognise each other's economic ties with other markets and the need to create a better economic environment for their peoples and individuals.

Article I

FRAMEWORK AND SCOPE OF THIS PROTOCOL

1. This protocol establishes the contractual agreement that will govern the economic relations between the two sides and will cover the West Bank and the Gaza Strip during the interim period. The implementation will be according to the stages envisaged in the Declaration of Principles on Interim Self Government Arrangements signed in Washington D.C. on September 13, 1993 and the Agreed Minutes thereto. It will therefore begin in the Gaza Strip and the Jericho Area and at a later stage will also apply to the rest of the West Bank, according to the provisions of the Interim Agreement and to any other agreed arrangements between the two sides.
2. This Protocol, including its Appendixes, will be incorporated into the Agreement on the Gaza Strip and the Jericho Area (in this Protocol - the Agreement), will be an integral part thereof and interpreted accordingly. This paragraph refers solely to the Gaza Strip and the Jericho Area.
3. This Protocol will come into force upon the signing of the Agreement.
4. For the purpose of this Protocol, the term "Areas" means the areas under the jurisdiction of the Palestinian Authority, according to the provisions of the Agreement regarding territorial jurisdiction.
The Palestinian jurisdiction in the subsequent agreements could cover areas, spheres or functions according to the Interim Agreement. Therefore, for the purpose of this Protocol, whenever applied, the term "Areas" shall be interpreted to mean functions and spheres also, as the case may be, with the necessary adjustments.

Article II

THE JOINT ECONOMIC COMMITTEE

1. Both parties will establish a Palestinian-Israeli Joint Economic Committee (hereinafter- the JEC) to follow up the implementation of this Protocol and to decide on problems related to it that may arise from time to time. Each side may request the review of any issue related to this Agreement by the JEC.
2. The JEC will serve as the continuing committee for economic co-operation envisaged in Annex III of the Declaration of Principles.
3. The JEC will consist of an equal number of members from each side and may establish sub-committees as it deems necessary, in addition to the sub-committees specified in this Protocol.
A sub-committee may include experts as necessary.
4. The JEC and its sub-committees shall reach their decisions by agreement and shall determine their rules of procedure and operation, including the frequency and place or places of their meetings.

Done in Paris, this twenty ninth day of April, 1994

For the Government of Israel

A. Shalut

W. F.

For the P.L.O.

[Signature]

1071-1072 2000 1111 1212 1.60

ARTICLE _____

ECONOMIC RELATIONS

The economic relations between the two sides are set out in the Protocol on economic Relations signed in Paris on April 29, 1994 and the Appendixes thereto, attached as Annex IV, and will be governed by the relevant provisions of this Agreement and its Annexes.

20³⁰
28/04/94 20:33

PROTOCOL ON ECONOMIC RELATIONS

between

the Government of the State of Israel

and

the P.L.O., representing the Palestinian people

PREAMBLE

The two parties view the economic domain as a cornerstone of their mutual relations. Accordingly, both sides shall cooperate in this field in order to achieve a sound economic base for such relations. For this purpose an agreed framework of relations in various economic spheres, based on the principles of recognition of each other's economic interests, reciprocity, equity and fairness, is hereby set out.

This protocol lays the groundwork for strengthening the economic base of the Palestinian side, and for enhancing the role of the private sector of both sides in the promotion of economic growth, while recognizing each other's economic ties with other markets and the need to create a better economic environment for the individual.

Article I

Framework and scope of this Protocol

1. This protocol establishes the principles and arrangements which will govern the economic relations between the two sides as well as the economic regime in the West Bank and the Gaza Strip. The implementation of these principles and arrangements will be according to the stages envisaged in the Declaration of Principles on Interim Self Government Arrangements signed in Washington D.C. on September 13, 1993 and the Agreed Minutes thereto, and will therefore begin in relation to the Gaza Strip and the Jericho Area. After the Interim Agreement they will apply also to the rest of the West Bank, according to the provisions of the Interim Agreement and to any other agreed arrangements between the two sides.
2. a. This Protocol, including its Appendixes, will come into force upon the signing of the Agreement on the Gaza Strip and the Jericho Area (hereinafter - the Agreement) and will be an integral part thereof, and in the case of a contradiction between them, the Agreement will prevail.

20³⁰

0.22/14
1/13
0.22/14

b. This Protocol will be governed by the relevant articles and paragraphs of the Agreement and its annexes, including those relating to jurisdiction and legal arrangements and assistance.

3. For the purpose of this Protocol, the term "the Areas" means the areas under the jurisdiction of the Palestinian Authority established by the Agreement, according to the provisions of the Agreement regarding territorial jurisdiction, and any other area falling under the jurisdiction of Palestinian Authorities, in accordance with subsequent , agreements.

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ARTICLE --

MISCELLANEOUS PROVISIONS

1. Joint Economic Committee and Sub-Committees

- a. The Parties hereby establish a Joint Economic Committee composed of an equal number of members from Israel and from the Palestinian Authority (in this Protocol -the JEC) to coordinate the economic relations between the two sides and to monitor the implementation of this Protocol .
- b. The JEC may set up sub-committees to deal with specific economic spheres and with matters referred to in the various Articles of this Protocol. A sub-committee may include experts as necessary.
- c. The JEC and its sub-committees shall reach their decisions by agreement and shall determine their rules of procedure and operation, including the frequency and place or places of their meetings.

Handwritten notes in Arabic script, possibly indicating 'Joint Economic Committee'.

2. Set-Off of Financial Obligations

Mutual financial obligations between Israel and Palestinian Authority may be set off by notice of one side to the other, through the JEC.

For the purposes of this paragraph, each side shall include all legal entities under its control or management, as well as local authorities.

Handwritten notes in Arabic script, possibly indicating 'Set-off of financial obligations'.

3. Intellectual Property

The two sides shall mutually recognize, respect and protect patents, designs and trade marks, registered by the authorities of the other side, whither the registration was before the signing of the Agreement or after it.

4. Prevention of Trade Restrictions

Subject to the provisions of the Agreement and its Annexes, Israel and the Palestinian Authority will:

- a. Refrain from any act or omission which has as its object or effect the prevention, restriction or distortion of trade and economic relations with each other;
- b. Refrain from any boycott against individuals, corporations, private and public sector institutions and departments of the other side; and

Handwritten notes in Arabic script, possibly indicating 'Prevention of trade restrictions'.

- c. give individuals, corporations, private and public sector's institutions and departments of the other side, equal treatment to that given to foreigners and foreign entities.
- d. take all possible administrative and legal measures to prevent such activity by individuals and bodies under their jurisdiction.

5. **Enforcement of taxes**

Administrative and legal proceedings concerning the enforcement of taxes on Israelis in the Areas will be conducted subject to the provisions of Annex III.

U.S. SUMMARY OF UNDERSTANDINGS REACHED BETWEEN
ISRAEL AND THE PLO

Ittihaddiya Palace
Cairo, Egypt
Thursday, April 28, 1994

1. TEMPORARY INTERNATIONAL PRESENCE: The temporary international presence will be drawn from donor countries. Five or six countries will be selected by mutual agreement between Israel and the PLO to participate in the temporary international presence. They will be stationed in cities in Gaza and Jericho. Seven-to-ten days after the signing of the agreement, the temporary international presence will be allowed to enter.

2. TRAVEL DOCUMENTS: Palestinian residents of Gaza and Jericho will be able to travel on documents that will be titled in the following way:

PALESTINIAN INTERIM SELF-GOVERNING AUTHORITY

PASSPORT [this title will appear in larger letters]

LAISSEZ-PASSER OR TRAVEL DOCUMENT

Travel documents will be valid for three years.

3. RAFAH: The Rafah passage will have different arrangements from those agreed on for the Allenby Bridge passage in the following ways: the passage will be open 365 days a year, twenty-four hours a day; it will be open to cars, buses and trucks; it will also be open to the transport of commodities; special arrangements will be made to facilitate the entry of passengers.

The PLO seeks to have a Palestinian administrative manager or director of the Rafah Passage facility. No agreement was reached on this point.

4. USE OF SOUTHERN GAZA SHORELINE: General Shahak and Nabil Shaath will make their best efforts to reach a compromise on this issue. It is expected that they will agree, but if they do not, the issue will be placed on the agenda for the meeting between Chairman Arafat and Prime Minister Rabin. It was agreed that no mention will be made of the map.

5. STAMP: The Palestinian Authority will issue a stamp bearing the title "Palestinian Authority". There will be no political symbols on the stamps.

The PLO seeks an "international" stamp, which can be used outside the Gaza/Jericho areas. Israel agreed to a "local" stamp, but Foreign Minister Peres agreed that Israel will look into the technicalities of how the Palestinian stamp could be used for international mail.

6. THE CHARTER: Chairman Arafat reaffirmed the PLO's commitment to amend the Charter, according to his letter on mutual recognition, to render inoperative articles which negate the Declaration of Principles. Israel will inform its Parliament that the PLO has reaffirmed its commitment to place the issue on the agenda for the next session of the PNC whether held in Gaza or elsewhere.
7. THE ECONOMIC AGREEMENT: The Economic Agreement will be signed in Paris on April 29, 1994 and will be incorporated into the Gaza/Jericho Agreement. In the case of a contradiction between the two agreements, the Gaza/Jericho Agreement will prevail.
8. CHAIRMAN ARAFAT'S TITLE: When Chairman Arafat enters Gaza/Jericho, he will use the title "Chairman of the Palestinian Authority", or "Chairman of the PLO," and will not use the title "President of Palestine."
9. ISRAELI MIAS: Chairman Arafat reaffirmed his commitment to provide all the information he has and to do whatever he can to resolve this issue.
10. RABIN-ARAFAT MEETING: On the evening of Tuesday, May 3, 1994 Prime Minister Rabin and Chairman Arafat will meet to finalize the issues of the size of Jericho and the presence of a Palestinian policeman at the Allenby Bridge. If no agreement is reached on the Gaza Shore issue, it too will be dealt with at this meeting. President Mubarak and Secretary Christopher will be present.
11. SIGNING CEREMONY: Israel and the PLO accepted President Mubarak's suggestion that the Signing Ceremony take place on Wednesday morning, May 4, 1994. President Mubarak, seconded by Chairman Arafat and Foreign Minister Peres, asked Secretary Christopher to remain in the region to consult with the parties during the interim, and to facilitate the Rabin/Arafat meeting and the Signing Ceremony.
12. GENERAL: Both sides affirmed to President Mubarak and Secretary Christopher that this list includes all outstanding issues that stand in the way of the agreement.

1.7.1 - 1977

1. - early agreement - 1977
 2. - 1977 - 1978
- 1977 - 1978
- 1978 - 1979
- 1979 - 1980
- 1980 - 1981

If such a judgement ^{and determines that} ~~refers to the~~ Israel must return ~~monies~~ deductions made prior to this agreement ~~are~~ ^{that these deductions entitle the employees} are entitled to individual rights ^{resulting from these past deductions,} Israel may suspend the transferral of the amounts specified in para 4 of article IV of this Annex (Direct Taxation) and use them for this purpose.

1. - 1977 - 1978

2. - 1978 - 1979

1977 - 1978

1978 - 1979

26.4.94

אל: כל חברי המשלחת
 מאת: יואל זינוגר
 העתק: משלחת ישראל בפריז

הנדון: שימוש במונחים בהסכם עזה-יריחו

במהלך השיחות על נוסח גוף ההסכם סיכמתי עם נביל שעאת' כדלקמן:

א. כל אימת שנתיחס לתאריך תחילת התוקף של ההסכם כנקודת ציון לספירת זמן
 נאמר:
 x days/weeks/months from the date of signing of the Agreement
 ולא:
 ...from the date of entry into force of this Agreement
 (כזכור, ההסכם יכנס לתוקף ביום חתימתו.)

ב. כאשר סעיף כלשהו בהסכם או באחד מנספחיו מכיל התחייבות לבצע פעולה ע"י
 אחד משני הצדדים נשתמש בביטוי "shall" במקום "will".

ג. נשתמש בכל מקום בביטוי - The Gaza Strip and the Jericho Area.

למען אחידות הניסוח, אני מציע כי כולכם תשתמשו באותם מינוחים.


 יואל

U.S. SUMMARY OF UNDERSTANDINGS REACHED BETWEEN
ISRAEL AND THE PLO

Ittihaddiya Palace
Cairo, Egypt
Thursday, April 28, 1994

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PASSPORT [this title will appear in larger letters]

LAISSEZ-PASSER OR TRAVEL DOCUMENT

Travel documents will be valid for three years.

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The PLO seeks to have a Palestinian administrative manager or director of the Rafah Passage facility. No agreement was reached on this point.

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9. ISRAELI MIAS: Chairman Arafat reaffirmed his commitment to provide all the information he has and to do whatever he can to resolve this issue.
10. RABIN-ARAFAT MEETING: On the evening of Tuesday, May 3, 1994 Prime Minister Rabin and Chairman Arafat will meet to finalize the issues of the size of Jericho and the presence of a Palestinian policeman at the Allenby Bridge. If no agreement is reached on the Gaza Shore issue, it too will be dealt with at this meeting. President Mubarak and Secretary Christopher will be present.
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12. GENERAL: Both sides affirmed to President Mubarak and Secretary Christopher that this list includes all outstanding issues that stand in the way of the agreement.

ARTICLE IV

ECONOMIC RELATIONS

1. The two parties view the economic domain as one of the cornerstones of their bilateral relations. Both sides are determined to cooperate in this field in order to achieve a sound economic base for the Palestinian side. For that purpose they have negotiated and agreed upon a framework of relations in various economic spheres, as set out in Annex IV, which are based on the principles of recognition of each other's economic interests, reciprocity, equity and fairness.
In this framework the parties have endeavoured to obtain the enhancement of the role of the private sector in the promotion of economic growth, the recognition of each other's economic relations with other parties and the creation of a better economic environment for the individual.
2. The economic agreement establishes the policies which will govern the bilateral economic relations as well as the economic regime in the West Bank and the Gaza Strip. The implementation of these principles will be according to the stages envisaged in the Declaration of Principles and will therefore begin in relation to the Gaza Strip and the Jericho Area, and after the Interim Agreement will apply also to the rest of the West Bank, according to the provisions of the Interim Agreement and to any other agreed arrangements between the two sides.
3. This Article and Annex IV will be included in the Agreement on the Gaza Strip and Jericho Area (hereinafter - the Agreement). Therefore -
 - (1) They will come into force together with the Agreement as a whole upon the signing of the Agreement.
 - (2) They will be governed by the general articles and paragraphs of the Agreement and its annexes including those relating to jurisdiction and legal arrangements and assistance.
 - (3) Their final form and wording may be adapted (without changing the substance of the economic principles and arrangements) in order to comply with the form and wording of the Agreement as a whole.

ANNEX IV

ARTICLE --

MISCELLANEOUS PROVISIONS

1. Joint Economic Committee and Sub-Committees

- (in this Protocol) hereinafter - "the JEC") to coordinate the economic relations between the two sides and to monitor the implementation of Annex IV.
- a. The Parties hereby establish a Joint Economic Committee composed of an equal number of members from Israel and from the Palestinian Authority
- b. The JEC may set up sub-committees to deal with specific economic spheres and with matters referred to in the various Articles of Annex IV. *this Protocol.* A sub-committee may include experts as necessary.
- c. The JEC and its sub-committees shall reach their decisions by agreement and shall determine their rules of procedure and operation, including the frequency and place or places of their meetings.

2. Set-Off of Financial Obligations

Mutual financial obligations between Israel and Palestinian Authority may be set off by notice of one side to the other, through the JEC.

For the purposes of this ^{paragraph} Article, each side shall include all legal entities under its control or management, as well as local authorities. U

3. Intellectual Property

(and other issues of intellectual property)

The parties acknowledge the need to mutually recognize and to protect patents, designs and trade marks. A Sub-Committee of the JEC will discuss ways to achieve this goal. Pending an agreement on these matters, registration of patents, designs and trade marks by either side will apply also in the area under the jurisdiction of the other side.

4. Prevention of Trade Restrictions

detailed and new registrations by either side

Subject to the provisions of this Agreement and its annexes, Israel and the Palestinian Authority will:

- a. Refrain from any act or omission which has as its object or effect the prevention, restriction or distortion of trade and economic relations with each other;
- b. Refrain from any boycott against individuals, corporations, private and public sector institutions and departments of the other side; and

- c. Give individuals, corporations, private and public sector's institutions and departments of the other side, equal treatment to that given to foreigners and foreign entities.
- d. Take all possible administrative and legal measures to prevent such activity by individuals and bodies under their jurisdiction.

5. Enforcement of taxes

Administrative and legal proceedings concerning the enforcement of taxes on Israelis in the ~~territory~~^{Area} under the jurisdiction of the ~~Palestinian Authority~~ will be conducted subject to the provisions of Annex III.

6. Economic Relations in the Interim Period

The principles set out in Annex IV concerning the trade regime and economic relations between the two sides will apply also to the West Bank and its residents, as soon as the Interim Agreement comes into force, subject to its provisions and to any other agreed arrangements between the two sides.

18/04/94 20:22

The Article titled Economic Relations and the Annex thereto, are intended to be included in the Agreement on the Gaza Strip and Jericho Area (hereinafter - the Agreement). Therefore -

1. They will come into force together with the Agreement as a whole ;
2. They will be governed by the general articles and clauses of the Agreement, including those relating to jurisdiction and legal arrangements and assistance;
3. Their final form and wording may be adapted (without changing the substance of the economic principles and arrangements) in order to comply with the form and wording of the Agreement as a whole.

*** RAPPORT D'EMISSION ***

Machine :

N° : 33 1 45009161

Date : 27-04-94 14:42

Date/Heure	27-04 14:40
Numéro composé	
Correspondant	202 3563025
Durée	1'29"
Mode	NORM
Pages	2
Résultat	Correct

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Michel Laha

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67 - בעל -
מלך - דני -

27.4.94

כאן יואל ז' (א) ה'

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ARTICLE IV

ECONOMIC RELATIONS

1. The two parties view the economic domain as one of the cornerstones of their bilateral relations. Both sides are determined to cooperate in this field in order to achieve a sound economic base for the Palestinian side. For that purpose they have negotiated and agreed upon a framework of relations in various economic spheres, as set out in Annex IV, which are based on the principles of recognition of each other's economic interests, reciprocity, equity and fairness.
In this framework the parties have endeavoured to obtain the enhancement of the role of the private sector in the promotion of economic growth, the recognition of each other's economic relations with other parties and the creation of a better economic environment for the individual.
2. The economic agreement establishes the policies which will govern the bilateral economic relations as well as the economic regime in the West Bank and the Gaza Strip. The implementation of these principles will be according to the stages envisaged in the Declaration of Principles and will therefore begin in relation to the Gaza Strip and the Jericho Area, and after the Interim Agreement will apply also to the rest of the West Bank, according to the provisions of the Interim Agreement and to any other agreed arrangements between the two sides.

*** RAPPORT D'EMISSION ***

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N° : 33 1 45009161

Date : 27-04-94 14:29

Date/Heure	27-04 14:27
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Correspondant	202 3563025
Durée	2' 31"
Mode	NORM
Pages	4
Résultat	Correct

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27-7-94

יארל נינגר

3. בעזאגן - היק"ה האקטיוו אלעס

העס - 245, אק אנה אלעס

ר' נינג אקטיוו אק (אקטיוו קאמפני)

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6. The Palestine Authority will report ^{for review by} the Joint Fact Finding Commission every three months, ^{the} on the uses of donations received by it

27.4.94

כאן : (א) ב"ק, ק"מ

אחת מול - רבץ - אהל - כחל - :

1. (חכ"מ) כל המעוררים בבית הדין האמיתי

אלו הם: ~~התובע~~ התביעה, הנשוא, ואולי

אף אלו המעוררים באירועים הקשורים באירועים

הנ"ל. כן - כל אלו המעוררים, אלו הם י"ג

לפי 4 עקרונות המהותיים והייחודיים והחוקיים

הנ"ל. אף המעוררים והמקורות והמאובנים. אלו

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א. זה היה זה המעוררים והמעוררים והמעוררים

3. ג. זאת סימני ההבניה בין שתי

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4. The main aim of the study is to explore the concept of 'early empowerment' and its impact on the development of the individual. The study is based on the concept of 'early empowerment' and its impact on the development of the individual.

5. The study is based on the concept of 'early empowerment' and its impact on the development of the individual. The study is based on the concept of 'early empowerment' and its impact on the development of the individual. The study is based on the concept of 'early empowerment' and its impact on the development of the individual.

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27/04/94 12:34

The Article titled Economic Relations and the Annex thereto, are intended to be included in the Agreement on the Gaza Strip and the Jericho Area (hereinafter - the Agreement). Therefore -

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*** RAPPORT D'EMISSION ***

Machine :

N° : 33 1 45009161

Date : 27-04-94 12:45

Date/Heure	27-04 12:43
Numéro composé	
Correspondant	202 3563825
Durée	1'57"
Mode	NORM
Pages	3
Résultat	Correct

*** Correct : Communication manuelle ***

*** RAPPORT D'EMISSION ***

Machine :

N° : 33 1 45009161

Date : 27-04-94 13:19

Date/Heure	27-04 13:18
Numéro composé	
Correspondant	282 3563825
Durée	0'54"
Mode	NORM
Pages	1
Résultat	Correct

*** Correct : Communication manuelle ***

27.7.94

סוף : (וא) ז'אק

ההמשק אסקס הקדמ - סוף 5 -

שכתי אקין כי אצטנו דנוס סוף אקלס

האזכר עם כי הנסח הדגל. מקביל

האזכר באקרה של סריה. האלון זה

יזבנו החולל דדבנ התילצ (הסדריה

האקורל הנכסיה בין ישנא להשפחה.

נמא האשח - אסקס, ה הסדריה

האזכרם - באים טון גללתי תיורה
אזבדום.

ההרכב

היא יתוף -

ARTICLE IV

ECONOMIC RELATIONS

1. The two sides to this Agreement view the economic domain as one of the cornerstones of their bilateral relations. Both sides are determined to cooperate in this field in order to achieve a sound economic base for the Palestinian side. For that purpose they have negotiated and agreed upon a framework of relations in various economic spheres, as set out in Annex IV, which are based on the principles of recognition of each other's economic interests, reciprocity, equity and fairness.
In this framework the two sides have endeavoured to obtain the enhancement of the role of the private sector in the promotion of economic growth, the recognition of each other's economic relations with other parties and the creation of a better economic environment for the individual.
2. The economic agreement between the two sides establishes the policies which will govern the bilateral economic relations as well as the economic regime in the West Bank and the Gaza Strip. The implementation of these principles will be according to the stages envisaged in the Declaration of Principles and will therefore begin in relation to the Gaza Strip and Jericho Area, and after the Interim Agreement will apply also to the rest of the West Bank, according to the provisions of the Interim Agreement and to any other agreed arrangements between the two sides.

18/04/94 20:22

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3. Their final form and wording may be adapted (without changing the substance of the economic principles and arrangements) in order to comply with the form and wording of the Agreement as a whole.

- c. With the view to preventing the spread of animal and plant diseases, the importation and transportation of livestock and poultry, and of plants and parts thereof (including fruits and vegetables), will be carried out according to the principles and arrangements detailed in Annex IV, Article VI.

5. Industry

Principles and arrangements for the movement of industrial goods between Israel and the Gaza Strip and Jericho Area are set out in Annex IV, Article VII.

6. Tourism

- a. Both Parties recognize the importance of tourism for the economies of Israel and of the Gaza Strip and Jericho Area and agree to cooperate in this field in order to increase their mutual economic benefits from this industry.
- b. In order to achieve this goal, arrangements regarding tourism are set out in Annex IV, Article VIII.

7. Banking and Financial Activities

The Parties recognize that a modern and stable banking system is important for economic welfare and development. Principles and arrangements regarding the development of the banking system and its ties with other banks, as well as principles and arrangements for the conduct of financial activity in the Gaza Strip and Jericho Area are detailed in Annex IV, Article IX.

8. Environment Protection and Public Health

- a. The Parties acknowledge the need to protect the environment and prevent its degradation in order to preserve the well-being of the public, and to conserve natural and cultural resources and to attain economic growth based on the principles of sustainable development.
- b. Both Parties recognize the interdependence of the ecosystems and environments of Israel and the Gaza Strip and Jericho area, and agree to act and cooperate in order to protect them and to prevent environmental risks, hazards and nuisances.
- c. In order to achieve these goals, arrangements regarding environmental policies and public health are set out in Annex IV, Article X.

9. Road Accidents Insurance

In order to facilitate the smooth passage of traffic between Israel and the Gaza Strip and Jericho Area, arrangements concerning compulsory insurance and compensation of road accidents victims are set out in Annex IV, article XI.

10. Set-Off of Financial Obligations

Mutual financial obligations between Israel and Palestinian Authority may be set off by notice of one side to the other ^{through the Joint Economic Committee established in this Article}.

For the purposes of this Article, each side shall include all legal entities under its control or management, as well as local authorities.

11. Joint Economic Committee and Sub-Committees

- a. The Parties hereby establish a joint Economic Committee composed of an equal number of representatives from Israel and from the Palestinian Authority (hereinafter - "the JEC") to coordinate and monitor the implementation of this Article and Annex IV.
- b. The JEC may set up sub-committees to deal with specific spheres and matters referred to in this article and covered in Annex IV.
- c. The JEC and its sub-committees will determine by agreement their mode of procedure and operation.

12. Intellectual Property

The parties acknowledge the need to mutually recognize and to protect patents, designs and trade marks. A Sub-Committee of the Joint Economic Committee will discuss ways to achieve this goal. Pending an agreement on these matters, registration of patents, designs and trade marks by either side will apply also in the territory under the jurisdiction of the other side.

13. Prevention of Trade Restrictions

Subject to the provisions of this Agreement, Israel and the Palestinian Authority will:

- a. refrain from any act or omission which has as its object or effect the prevention, restriction or distortion of trade and economic relations with each other;
- b. refrain from any boycott against individuals, corporations, private and public sector institutions and departments of the other side, and
- c. take all possible administrative and legal measures to prevent such activity by individuals and bodies under their jurisdiction.

Handwritten notes in Arabic: (القانون) and (القانون) with a circled 'c' and an arrow pointing to item c.

Article VI Economic Relations

With a view to increasing their mutual economic benefits, Israel and the Palestinian Authority will seek to foster cooperation and coordination in various economic spheres as detailed in this article, *and in Annex IV.*

1. Open Trade Regime

An open trade regime will be maintained between Israel and the Gaza Strip and Jericho Area, enabling movement of goods and services in accordance with the arrangements and its Annexes.

2. Labor

detailed in this Agreement

- a. Principles and arrangements for the movement of labor between Israel and Gaza Strip and Jericho Area are set out in Annex IV, Article I.
- b. The social rights of Palestinians who will be employed in Israel will be protected according to arrangements detailed therein.

3. Import Policy and Fiscal Issues

and other import taxes,

- a. Principles and arrangements governing customs ^{(and import policy,} ~~are set out in Annex IV, Article I.~~ *including*
- b. Principles ~~and arrangements governing the import~~ ^{of goods from} Arab states are set out in Annex IV, Article II.
- c. Principles and arrangements governing direct taxation are set out in Annex IV, Article IV.
- d. Principles and arrangements governing indirect taxation on local products are set out in Annex IV, Article V.

4. Agriculture

- a. The agriculture sector will constitute an integral part of the open trade regime.
- b. Each side will permit unrestricted access ~~to~~ ^{for} agricultural produce to each other's markets, subject to the temporary exceptions listed in Annex IV, Article VI, para 10.
- c. With the view to preventing the spread of animal and plant diseases, the importation and transportation of livestock and poultry, and of plants and parts thereof (including fruits and vegetables), will be carried out according to the principles and arrangements detailed in Annex IV, Article VI.

(Commercial terminal and passenger terminal) will be according to the rules set out in Annex IV, Article III.

5. Industry

Principles and arrangements for the free movement of industrial goods between Israel and the Gaza Strip and Jericho Area are set out in Annex VI, Article VII.

6. Tourism

a. Both Parties recognize the importance of tourism for the economies of Israel and of the Gaza Strip and Jericho Area and ~~XX~~ agree to cooperate in this field in order to increase their mutual economic benefits from this industry.

b. In order to achieve this goal, arrangements regarding tourism are set out in Annex VI, Article VIII.

7. Banking and Financial Activities

The Parties recognize that a modern ^{development} and stable banking system is important for economic welfare and ^{advancement}. Principles and arrangements regarding the development of the banking system and its ties with other banks, as well as principles and arrangements for the conduct of financial activity in the Gaza Strip and Jericho Area are detailed in Annex VI, Article IX.

8. Environment Protection and Public Health

a. The Parties acknowledge the need to protect ^{in order to} the environment and prevent its degradation ~~for the purpose of~~ ^{preserving} the well-being of the public and for the conservation of natural and cultural resources and to attain economic growth based on the principles of sustainable development.

b. Both Parties recognize the interdependence of the ecosystems and environment of Israel and the Gaza Strip and Jericho area, and agree to act and cooperate in order to protect them and to prevent environmental risks, hazards and nuisances.

c. In order to achieve these goals, arrangements regarding environment policies and public health are set out in Annex VI, Article X.

9. Road Accidents Insurance

In order to facilitate the smooth passage of traffic between Israel and the Gaza Strip and Jericho Area, arrangements concerning compulsory insurance and compensation in cases of road accidents are set out in Annex VI, Article XI.

10. Set-Off of Monetary Obligations

Mutual ^{financial} ~~liquidated monetary~~ obligations between Israel and Palestinian Authority may be set off by notice of one side to the other, through

the Joint Economic Committee established in this Article.

For the purposes of this Article, each side shall include all legal entities under its control or management, as well as municipal authorities.

11. Joint Economic Committee and Sub-Committee

- (composed of an equal number of representatives from Israel and from the Palestinian Authority)*
- a. The Parties hereby establish a joint Economic Committee (hereinafter -" the JEC") to coordinate and monitor the implementation of this Article and ~~the Annexes referred to therein.~~ *IV.*
- b. The JEC will set up sub-committees in order to deal with specific spheres and matters covered in the Annexes referred to *in this Article, and* *IV*
- referred to:*
- c. The JEC and its sub-committee will determine by agreement their mode of procedure and operation.

12. Prevention of Trade Restrictions

Subject to the provisions of this Agreement, Israel and the Palestinian Authority will:

- a. refrain from any act or mission which has as its object or effect the prevention, restriction or distortion of trade and economic relations with each other;
- b. refrain from any boycott against individuals, corporations, private and public sector institutions and departments of the other side; and
- c. take all possible administrative and legal measures to prevent such activity by individuals and bodies with their jurisdiction.

Under

Article VI

Economic Relations

With a view to increasing their mutual economic benefits, Israel and the Palestinian Authority will seek to foster cooperation and coordination in the various economic spheres as detailed in this Article.

1. Open Trade Regime

An open trade regime will be maintained between Israel and the Gaza Strip and Jericho Area, enabling movement of goods and services in accordance with the arrangements detailed in this Agreement and its Annexes.

2. Labor

- a. Principles and arrangements for the movement of labor between Israel and the Gaza Strip and Jericho Area are set out in Annex --, Article --.
- b. The social rights of Palestinians who will be employed in Israel will be protected according to arrangements detailed therein.

3. Import Policy and Fiscal Issues

- a. Principles and arrangements governing customs and import policy are set out in Annex --, Article --.
- b. Principles and arrangements governing the import of goods from Arab states are set out in Annex --, Article --.
- c. Principles and arrangements governing direct taxation are set out in Annex --, Article --.
- d. Principles and arrangements governing indirect taxation on local products are set out in Annex --, Article --.

4. Agriculture

- a. The agriculture sector will constitute an integral part of the open trade regime.
- b. Each side will permit unrestricted access for agricultural produce to each other's markets, subject to the temporary exceptions listed in Annex --, Article --.

- c. With the view to preventing the spread of animal and plant diseases, the importation and transportation of livestock and poultry, animal products and biological products, and of plants and parts thereof (including fruits and vegetables), will be carried out according to the principles and arrangements detailed in Annex --, Article --.

5. Industry

Principles and arrangements for the free movement of industrial goods between Israel and the Gaza Strip and Jericho Area are set out in Annex --, Article --.

6. Tourism

- a. Both Parties recognize the importance of tourism for the economies of Israel and of the Gaza Strip and Jericho Area and agree to cooperate in this field in order to increase their mutual economic benefits from this industry.
- b. In order to achieve this goal, arrangements regarding tourism are set out in Annex --, Article --.

7. Banking and Financial Activities

The Parties recognize that a modern and stable banking system is important for economic welfare and advancement. Principles and arrangements regarding the development of the banking system and its ties with other banks, as well as principles and arrangements for the conduct of financial activity in the Gaza Strip and Jericho Area are detailed in Annex --, Article --.

8. Environment Protection and Public Health

- a. The Parties acknowledge the need to protect the environment and prevent its degradation for the purpose of preserving the well being of the public and for the conservation of natural and cultural resources and to attain economic growth based on the principles of sustainable development.

- b. Both Parties recognize the interdependence of the ecosystems and environment of Israel and the Gaza Strip and Jericho Area, and agree to act and cooperate in order to protect them and to prevent environmental risks, hazards and nuisances.
- c. In order to achieve these goals, arrangements regarding environment policies and public health are set out in Annex --, Article --.

9. Road Accident Insurance

In order to facilitate the smooth passage of traffic between Israel and the Gaza Strip and Jericho Area, arrangements concerning compulsory insurance and compensation in cases of road accidents are set out in Annex --.

10. Set-Off of Monetary Obligations

Mutual liquidated monetary obligations between Israel and the Palestinian Authority may be set off by notice of one side to the other, through the Joint Economic Committee established in this Article.

For the purposes of this Article, each side shall include all legal entities under its control or management.

11. Joint Economic Committee and Sub-Committees

- a. The Parties hereby establish a Joint Economic Committee (hereinafter "the JEC") to coordinate and monitor the implementation of this Article and the Annexes referred to therein.
- b. The JEC will set up sub-committees in order to deal with specific spheres and matters covered in the Annexes referred to in this Article.
- c. The JEC and its sub-committees will determine by agreement their mode of procedure and operations.

12. Prevention of Trade Restrictions

Subject to the provisions of this Agreement, Israel and the Palestinian Authority will:

- a. refrain from any act or omission which has as its object or effect the prevention, restriction or distortion of trade and economic relations with each other;
- b. refrain from any boycott against individuals, corporations, private and public sector institutions and departments of the other side; and
- c. take all possible administrative and legal measures to prevent such activity by individuals and bodies within their jurisdiction.

1. Israelis... may continue to use roads freely within the GSA & JA

2. Joint liaison Committee - ...

3. ...

4. The arrangements provided for in this agreement ... may be reviewed at the request of either party and may be amended by mutual agreement of the parties.

5. The Palestinian authority will establish a Directorate of (Police)

6. The joint committee ... shall agree on standard conditions to be included in such licenses, and on means of inspection and notification

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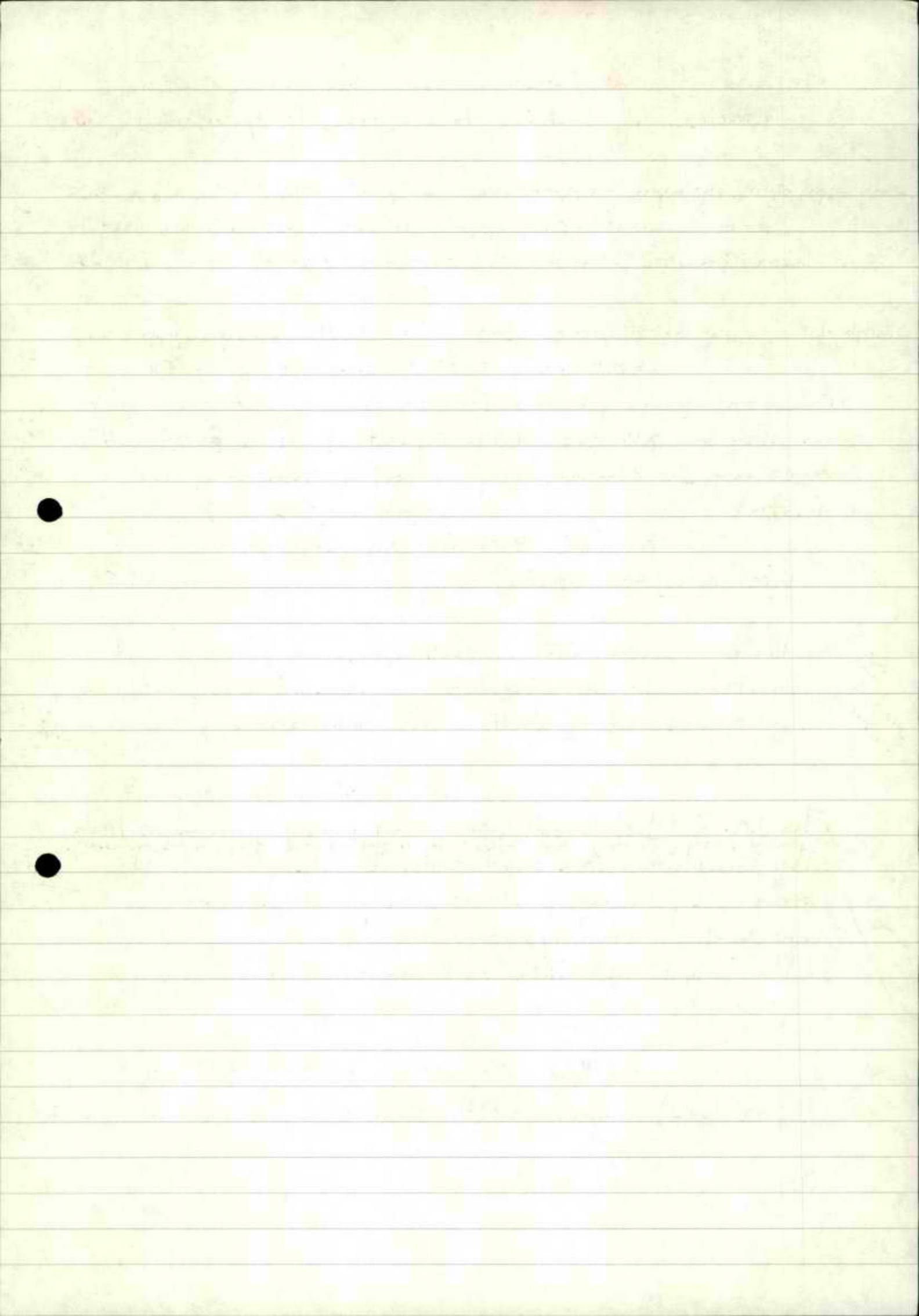
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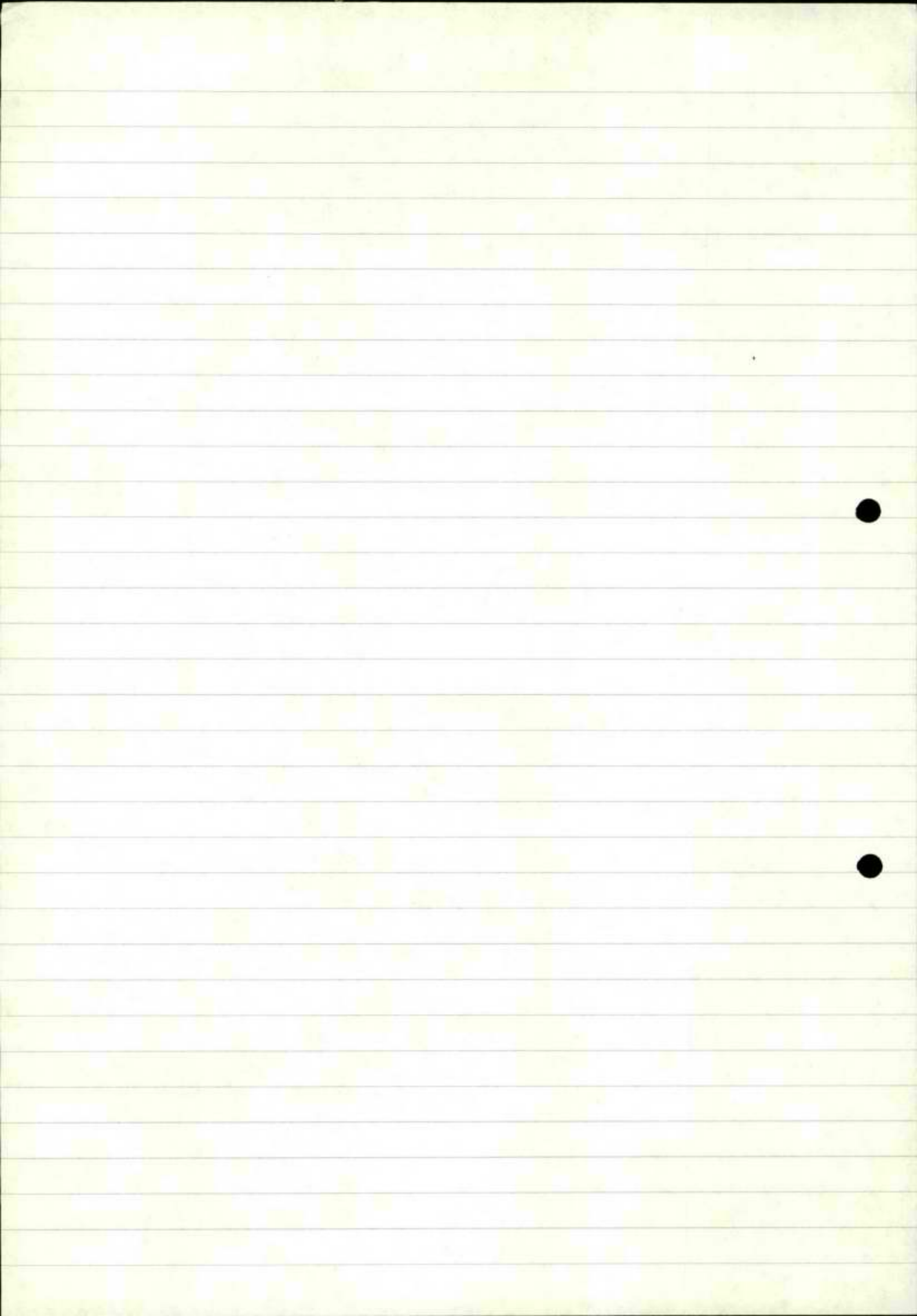
- 1. The J.C. shall be composed of an equal number of members from each party. It may add other technicians and experts as necessary.
2. The joint committee shall adopt its rules of procedure, including the frequency and place or places of its meetings.
3. The joint Committee shall reach its decisions by agreement.

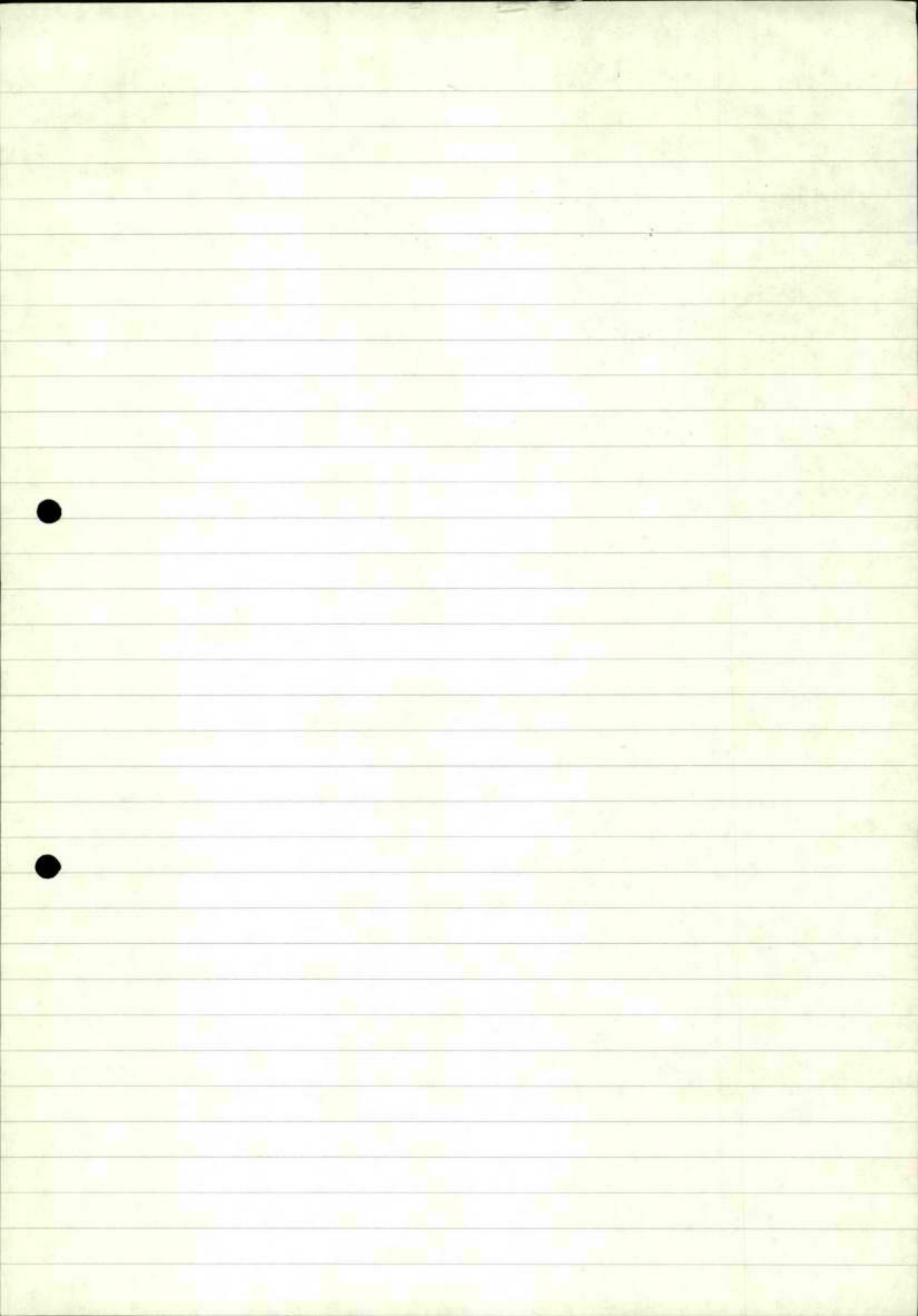
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8. ...

9. ...







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Article VI

ECONOMIC RELATIONS

With a view to increasing their mutual economic benefits, Israel and the Palestinian Authority will seek to foster cooperation and coordination in various economic spheres as detailed in this article and in annex IV.

An open trade regime will be maintained between Israel and the Gaza Strip and Jericho Area, enabling movement of goods and services in accordance with the arrangements detailed in this agreement and its Annexes.

ANNEX IV

ARTICLE --

MISCELLANEOUS PROVISIONS

1. Set-Off of Financial Obligations

Mutual financial obligations between Israel and Palestinian Authority may be set off by notice of one side to the other, through the Joint Economic Committee established in this Article.

For the purposes of this Article, each side shall include all legal entities under its control or management, as well as local authorities.

2. Joint Economic Committee and Sub-Committees

a. The Parties hereby establish a ^{Joint} Economic Committee composed of an equal number of ^{members} representatives from Israel and from the Palestinian Authority (hereinafter -"the JEC") to coordinate and monitor the implementation of ~~this Article and~~ Annex IV.

shall reach their decisions by agreement and shall

b. The JEC may set up sub-committees to deal with specific spheres and matters referred to in this article and covered in Annex IV.

The sub-committees may exclude experts as necessary.

c. The JEC and its sub-committees will determine by agreement their rules mode of procedure and operation, *including the frequency and place or places of their meetings.*


3. Intellectual Property

The parties acknowledge the need to mutually recognize and to protect patents, designs and trade marks. A Sub-Committee of the Joint Economic Committee will discuss ways to achieve this goal. Pending an agreement on

these matters, registration of patents, designs and trade marks by either side will apply also in the territory under the jurisdiction of the other side.

4. Prevention of Trade Restrictions

Subject to the provisions of this Agreement and its annexes, Israel and the Palestinian Authority will:

- a. refrain from any act or omission which has as its object or effect the prevention, restriction or distortion of trade and economic relations with each other;
- b. refrain from any boycott against individuals, corporations, private and public sector institutions and departments of the other side; and
- c.  give individuals, corporations, private and public sector's institutions and departments of the other side, equal treatment to that given to foreigners and foreign entities.
- d. take all possible administrative and legal measures to prevent such activity by individuals and bodies under their jurisdiction.

5. Enforcement of taxes

Administrative and legal proceedings concerning the enforcement of taxes on Israelis in the territory under the jurisdiction of the Palestinian Authority will be conducted subject to the provisions of Annex III.

6. Economic Relations in the Interim Period

~~The principles set out in Annex IV concerning the trade regime and economic relations between the two sides will apply also to the West Bank and its residents, as soon as the Interim Agreement comes into force, subject to its provisions and to any other agreed arrangements between the two sides.~~

Palestinian

ARTICLE IV

ECONOMIC RELATIONS

in various economic spheres, as set out in Annex IV,

1. The two sides to this Agreement view the economic domain as one of the cornerstones of their bilateral relations. Both sides are determined to cooperate in this field in order to achieve a sound economic base for the Palestinian side. For that purpose they have negotiated and agreed upon a framework of ~~economic~~ relations ^{are} which is based on the principles of recognition of each other's economic interests, reciprocity, equity and fairness. In this framework the two sides have endeavoured to obtain the enhancement of the role of the private sector in the promotion of economic growth, the recognition of each other's economic relations with other parties and the creation of a better economic environment for the individual.
2. The economic agreement between the two sides establishes the policies which will govern the bilateral economic relations as well as the economic regime in the West Bank and the Gaza Strip. The implementation of these principles will be according to the stages envisaged in the Declaration of Principles and will therefore begin in relation to the Gaza Strip and Jericho Area, and after the Interim Agreement will apply also to the rest of the West Bank, according to the provisions of the Interim Agreement and to any other agreed arrangements between the two sides.

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ARTICLE ON ECONOMIC RELATIONS
TO BE INCLUDED IN THE AGREEMENT BETWEEN
THE GOVERNMENT OF THE STATE OF ISRAEL
AND
THE P.L.O. REPRESENTING THE PALESTINIAN PEOPLE

Article ____
Economic Cooperation

1. General

- a. Israel and the Palestinian Authority will seek to foster cooperation and coordination in the various economic spheres in order to increase their mutual economic benefits.
- b. Israel and the Palestinian Authority will refrain from any economic discrimination against individuals, corporations, private and public sectors' institutions and departments of the other side in conducting their business activities.

2. Open Trade Regime

Israel and the Palestinian Authority will maintain an open trade regime between them, allowing movements of goods and services, subject to the provisions of this agreement and its annexes.

3. Labor

- a. There will be movement of labor between the two sides, in accordance with annex ____.
- b. The social rights of Palestinians who will be employed in Israel will be protected according to the provisions and arrangements detailed in the said annex.

4. Import Policy and Fiscal Issues

- a. The parties agree upon the arrangements governing custom and import policy, as stipulated in annex ____.
- b. Palestinians will be able to import goods from Arab states, according to the provisions and criteria set out in annex ____.
- c. In matters of direct taxation on local products, the parties agree to the principles and arrangements detailed in annex ____.
- d. In matters of indirect taxation on local products, the parties agree to the principles and arrangements detailed in annex ____.

5. Agriculture

- a. The agriculture sector will be included as an integral part of the open trade regime.
- b. The agricultural produce of the two parties will have free and unrestricted access to each others markets, with temporary exceptions listed in annex ____.
- c. The parties recognize that in geographically and ecologically closely related territories there is need for equal and coordinated veterinary and phytosanitary standards. In order to reduce the danger of the spread of epizootic diseases and plant pests diseases by means of insects and other fomites, importation and transportation of livestock and poultry, animal products and biological products, and of plants and parts thereof (including fruits and vegetables) will be carried out according to the principles and arrangements detailed in annex ____.

6. Industry

There will be free movement of industrial goods between two sides as stipulated in annex ____.

7. Tourism

a. Both parties recognize the importance of tourism for their economy and agree to cooperate in this field in order to increase their mutual economic benefits from this industry and to facilitate the smooth and efficient flow of tourists) between them. *two sides* . *(from abroad and*

b. In order to achieve these goals, the parties agree on the arrangements set out in annex ____.

8. Banking and Financial Activities

a. The financial activities in the Palestinian area will be conducted in accordance with the provisions of annex ____.

b. The parties recognize that a modern and stable banking system is important for economic welfare and advancement. In order to encourage the development of the banking system and its ties with other banks the parties agreed on the principles and arrangements detailed in the said annex.

9. Environment Protection

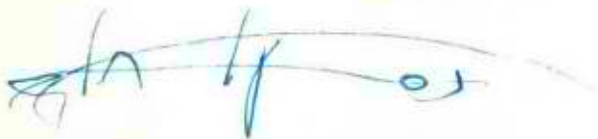
a. Both parties acknowledge the need to protect the environment and prevent its degeneration for the health and well-being of their people, for the conservation of natural and cultural resources and to attain economic growth based on the principles of sustainable development.

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3



- b. Both parties recognize the interdependence of their ecosystems and environments, and agree to act and cooperate in order to protect them and to prevent environmental risks, hazards and nuisances.
- c. In order to achieve these goals, the parties agree to act jointly and severally, by means of planning, legislation, enforcement, education, research and technological development and any other means available, and as further specified in annex ____.

10. Telecommunications and Postal Services

The Electromagnetic Spectrum, Telecommunication Services and Postal Services will be regulated in accordance with the provisions of annexes ____ and ____.

11. Road Accident Insurance

In order to facilitate the smooth passage of traffic between them, the parties agree to the arrangements set forth in annex ____ concerning compulsory insurance and compensation in cases of road accidents.

12. Set-Off

- a) Mutual monetary liquidated obligations between Israel and the Palestinian Authority, their various authorities and administrations and companies controlled by them, the time for the fulfillment of which has arrived, may be set off by notice by one party to the other.

or managed

b)

*30
16/11/97
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13. Joint Economic Committee and Sub-Committees

- a. The parties establish a Joint Economic Committee to coordinate and monitor the implementation of this agreement.
- b. Various sub-committees to the said committee are established to deal with specific spheres and matters, as specified in the annexes mentioned in this article.
- c. The Joint Economic Committee and the sub-committees will determine by agreement their mode of procedure and operations.

14. Entering Into Force and Areas Covered By This Article

- a. This article will enter into force simultaneously with the other articles of the agreement between the parties on the Gaza Strip and Jericho Area (hereinafter - the Agreement).
- b. This article and the annexes mentioned in it will apply first to the Gaza Strip and Jericho area, and later also to the West Bank, according to the time table set in the DOP or as otherwise agreed between the parties.
- c. The settlement of differences and disputes concerning the interpretation or implementation of this article will be as in the Agreement.

4.1.1994

Israel will share with the Palestinian Authority the expenditures resulting from the settlers' use of the Palestinian infrastructure, provided it has a say in deciding priorities in the maintenance of the relevant infrastructure.

Israel reserves the right to present to the Palestinian Authority similar claims for sharing expenditures resulting from the use of its infrastructure by Palestinian residents.

ARTICLE -----

ECONOMIC RELATIONS

1. Both parties to this agreement will maintain an open trade regime between them, allowing the free movement of goods, services and labour, subject to the provisions stipulated in other parts of this agreement and its annexes -----,-----.

Both parties agree to employ one custom and import policy, with the necessary adjustments, as stipulated in those annexes.

2. Banking and financial activities in the Gaza Strip and Jericho Area will be in accordance with the provision of Annex -----.

3. A Joint Economic Committee will be established to coordinate and monitor the implementation of the above-mentioned Annexes. The Joint Economic Committee will determine by agreement its mode of procedure and operations.

4. Each side will refrain from any economic discrimination against individuals, corporations, private and public sectors' institutions and departments of the other side.

BASIC PRINCIPLES GUIDING THE AGREEMENT

1. Free movement of goods, labor and services.
2. One custom and importation policy for both sides.
3. A new custom book which will address special needs of the Palestinian economy
4. Special arrangements to meet Palestinian needs in :
 1. Importation from Arab States
 2. Movement of agricultural production to Israel
 3. Import taxes on cars imported for Palestinians will be decided by the Palestinian Authority
 4. Special requests in an agreed list of imports which will meet the Palestinian economic needs.
5. A joint Committee with agreed procedures to discuss and consult on requests and changes in import taxes in a defined list of items agreed in advance.
6. Israeli Finance Minister will approve and sign changes in import taxes.

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14-10-1993 10:45

FOREIGN AFFAIRS OFFICE

P.01

70

JOINT COMMUNIQUE

The Palestinian - Israeli Liaison Committee met today (13/10/1993) in Cairo, in a constructive and positive atmosphere. The meeting was opened by the two heads of delegation foreign minister Shimon Peres and Abu Mazen, member of the executive committee of the PLO expressing their wish to implement the Declaration of Principles in letter and spirit. Both sides agreed on the following elements:

- 1 - The Liaison Committee will deal with policy issues and with issues that will be related to it by the different negotiations committees. The meetings of that committee will convene in Cairo every two to three weeks and may decide to convene intercessional sub-committees meetings, to discuss special related issues.
- 2 - That the negotiations on Gaza - Jericho will be ongoing negotiations in order to achieve a detailed agreement within two months, as agreed in the Declaration of Principles.
- 3 - The immediate establishment of the Palestinian - Israeli Economic Cooperation Committee chaired by a ministerial level. The Committee will deal with economic policy issues and economic cooperation between the two sides, bilaterally and multilaterally.
- 4 - Contacting the concerned parties in order to convene at senior level the PLO, Israel, Jordan, and Egypt committee that is to deal with issues of common concern as stipulated by the Declaration of Principles.
- 5 - The early resumption of the negotiations in Washington on the interim agreement and on the elections in the West Bank and Gaza, in coordination with the two co-sponsors of the Madrid Peace Process.
- 6 - The issue of the prisoners and the deportees was raised by the PLO delegation. The Israeli delegation responded that the issue will be dealt with immediately and in a detailed manner by the Gaza - Jericho negotiating committee. The Israeli delegation has declared that the issue will be dealt with in good faith resulting from the new spirit taking into consideration the importance that the Palestinian side attaches to it.

At the conclusion of the meeting there was a general overview of the economic future of all parties in the region with a deep conviction that the political agreement should be accompanied by economic efforts, and cooperation on all levels in order to answer the expectations of all peoples of the region.

Both sides expressed their gratitude to the government of Egypt for their hospitality and assistance.

נוסח ההסכם בין ירדן ל-אש"פ

הסכם בין ממלכת הירדנית ההאשמית ל-אש"פ

מתוך הקשרים המצויינים שבין שני העמים האחים הירדני והפלסטיני, המבוססים על ליכוד ואינטגרציה, מתוך הדגשת חשיבות ה-שת"פ בכל התחומים והצורך ליצור אורה מתאימה לפיתוחם של הקשרים הדו-צדדיים, ביחוד בתחומי הכלכלה והחברה. לאור העובדה שכנייתו של עתיד משותף מצריכה דרגה עליונה של שת"פ כלכלי, חברתי, מדעי, טכנולוגי וארגוני בדרג הרשמי והפרטי ודרגה עליונה של תאום ושיתוף בין הצדדים בכל הדרגים והתחומים כולל בנקים, קרנות פיתוח, חברות ביטוח, מוסדות השקעה, ייצור סחורות תעשייתיות, חקלאיות ושרותי תיירות, בריאות חינוך, או בינוי והקמת תשתית הכוללת דרכים, חשמל, מים אנרגיה ותקשורת וכיוצא בזה. מתוך הדגשת רצונם של שני הצדדים בגיבוש בסיס ויסודות אפקטיביים שיקלו על חופש מעבר של כספים, ידיים עובדות, סחורות, מוצרים ושרותים, הם דנו בהצעה להסכם ל-שת"פ כלכלי בין הממלכה הירדנית ההאשמית ו-אש"פ, והסכימו על כך שהסכם זה הוא המסגרת המוסכמת ל-שת"פ בין שני הצדדים. באופן פרטני הסכימו שני הצדדים על העניינים הבאים:-

1. לאחר עיון בהחלטת ה-ועה"פ (של אש"פ) שהתקבלה בכינוסו מיום 3 ינו' 94', והמאשרת את פתיחתם מחדש של סניפי בנקים ירדניים שנסגרו בשל הכיבוש, ולאור השיחות שהיו ביניהם הסכימו שני הצדדים על פתיחתם מחדש של סניפי הבנקים הירדניים שנסגרו בשנת 67'. הבנק המרכזי הירדני יהיה הגוף המוסמך מטעם שני הצדדים להסדיר את פתיחתם מחדש של הסניפים ולבקר את פעולתם. הפיקוח יתבצע בהתאם לחוקים, התקנות וההנחיות הירדניות הנהוגות, ב-שת"פ עם הרשות הפלסטינית הנוגעת בדבר, שתקבל לידיה דו"חות על מהלך פעולתם של סניפים אלה. פעולת (הסניפים) תימשך על פי הסכם זה עד שתוקם רשות מוניטרית פלסטינית.

2. תוקם ועדה טכנית משותפת שתתכנס באורח סדיר, במטרה לשתף פעולה בגיבוש ותאום מדיניות פיסקלית, מוניטרית ובנקאית ושמירה על היציבות המוניטרית במהלך תקופת המעבר הפלסטינית, ועד שתוקם רשות מוניטרית מרכזית פלסטינית.
3. יימשך השימוש בדינר הירדני כמטבע עובר לסוחר בפלסטין עד שיונפק מטבע פלסטיני. ייעשה שימוש במטבעות ערביים וזרים אחרים במהלך תקופת המעבר לאור הצרכים הכלכליים.
4. יתקיים שת"פ בבדיקת אפשרות להקמת בנקים מתמחים בתחומי הפיתוח השונים ושותפות בהם, וזאת על פי מה שתראה הועדה לנכון לבצעו.
5. תוקם ועדה משותפת שתעודד סחר הדדי במוצרים חקלאיים ותעשייתיים מתוצרת מקומית, ויינקטו צעדים הנחוצים להגשמת העניינים הבאים:-
 - א. העלאת היקף הסחר בין שתי הארצות עד למקסימום האפשרי. עניין זה יתבצע על פי הסכם שיושג מאוחר יותר.
 - ב. הקמת אזור סחר חופשי משותף בעמק הירדן למטרות סחר, מעבר, תעשייה, והשקעות משותפות.
6. שני הצדדים יקלו במהלך תקופת המעבר על תנועת המסחר הפלסטינית ועל העברה, אחסון והטענה (של סחורות), לשם חידוש יצואן של סחורות פלסטיניות למדינות הערביות ולשאר העולם.
7. בנייתו מחדש של גשר האמיר עבדאללה שתבצע במקביל להרחבת ופיתוח הגשרים האחרים. הגשר המוזכר לעיל יופעל בהסכמת שני הצדדים לשם הקלה על קליטת מעבר אנשים, סחורות וכלי רכב. שני הצדדים יבדקו אפשרות להקים גשרים נוספים להקלה על התנועה והמעבר.
8. הקמת פרויקטים משותפים בתחום התיירות באזורי תיירות, שת"פ בארגון, טיולים קבוצתיים, עידוד ופיתוח של תעשיית התיירות ופרסומה ובדיקת אפשרות להקים חברת הסעות תיירותיות משותפות.

9. גיבוש הסכם, שיסדיר חילופי ידיים עובדות ואת זכויות העובדים לפיצויים וביטוח סוציאלי.
10. גיבוש הסכם לעידוד השקעות משותפות והגנה עליהן, מתן כל החקלות הנחוצות ליצירת תמריצים עבור המגזר הפרטי להקמת פרויקטים גדולים ובינוניים בתחום ההשקעות ועידוד בעלי הון פלסטיניים וירדניים ב-חו"ל להשתתף בהקמת פרויקטים כאלה.
11. עידוד המגזר הפרטי בשתי הארצות, על מנת שישתתף ויסייע בתכנון וביצוע של פרויקטים בתחום השיכון והתשתית (חשמל ואנרגיה, מים, תקשורת קוית ואלחוטית) והמרצת פעילות זו.
12. חילופי מומחים בתחום הפיתוח החקלאי, ע"י קיום מחקרים מדעיים חקלאיים, ומומחים בתחום הטכני והרחבת הקמתם של מרכזים משותפים למחקר מדעי.
13. עידוד המגזר הפרטי להקמת חברות משותפות באזור הסחר החופשי בעמק הירדן שיעסקו באחסון, בקרור ובשיווק של מוצרים חקלאיים וכן בייצורם (ירקות, פירות, משק חי ודגה).
14. תאום ו-שת"פ הדוק בתחום פיתוח הושתית (חשמל, אנרגיה, מים, תקשורת קוית ואלחוטית) לשם הגשמת האינטרסים המשותפים. אלה יתבצעו באמצעות מנגנונים נוגעים בדבר בשתי הארצות, שיגבשו את הדרכים המתאימות להגשמתם.
15. תאום מלא (בין שני הצדדים) באופן ישיר את האינטרסים המשותפים. כינוס שש ועדות המשנה של הועדה העליונה הירדנית-פלסטינית המשותפת במהירות האפשרית, על מנת שתידונה ותתאמנה בסוגיות ירושלים, ה-שת"פ הכלכלי, המים, הפליטים, הבטחון, הגבולות והחקיקה. הועדות תגשנה דו"חות באופן סדיר לועדה העליונה המשותפת.

(אחרון)

16. תאום... והתייעצות, רצופים במסגרת תהליך שלום באופן המשרת את האינטרסים המשותפים של הצדדים הירדני והפלסטיני והצד הערבי בחתירתם לקראת שלום צודק, בר קיימא וכולל, המבטיח את הזכויות הלאומיות הלגיטימיות של העם הערבי הפלסטיני ובכללן זכויותיו לשיבה למולדתו, להגדרה עצמית ולהקמת מדינה עצמאית על אדמתו הלאומית, שבירתה ירושלים.

חסכם ל-שת"פ כלכלי וטכני בין מצרים ל-אש"פ
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1. על בסיס התפיסה המשותפת של מצרים ו-אש"פ ביחס לצורך לכונן את השלום הכולל, הצודק והבר קיימא באזור ה-מזח"ת; מתוך מודעותם של שני הצדדים להשלכות של ההתפתחויות האזוריות וה-בינ"ל במהלך התקופה האחרונה, אשר מתיבות צרכים ומציבות אתגרים המדגישים את הצורך בטיפוח ה-שת"פ ביניהם בכל התחומים, על בסיס הקשרים ההסטוריים האמיצים בין שני העמים המצרי והפלסטיני במישורים המדיני, הכלכלי, החברתי והתרבותי; מתוך אמונתם של מצרים ו-אש"פ בחשיבות המשך טיפוח הקשרים ביניהם, באופן שישירת את האינטרסים של שני העמים ויסייע לטיפוח הקשרים הבינעריביים, ובחשיבות התאום וה-שת"פ הכלכלי למען הגשמת תקוות שני העמים לעתיד טוב יותר בצל פיתוח כלכלי וחברתי, הסכימו שני הצדדים על הדברים הבאים:-

א. ה-שת"פ הכלכלי:-

(1) פעולה לטיפוח ה-שת"פ הכלכלי בין שני הצדדים בתחומים השונים כדי להגשים את האינטרסים המשותפים ואת התועלת ההדדית, כולל בתחומי הסחר, התעשייה, החקלאות, ההשקעות, התיירות, השרותים, ו-שת"פ טכני, חבריאות, החינוך ו-כיוצ"ב.

(2) טיפוחו ועידודו של ה-שת"פ בין הסקטור הפרטי המצרי לסקטור הפרטי הפלסטיני בכל התחומים, כולל הקמת חברות משותפות.

(3) שת"פ ותאום בחקמת פרויקטים בתחום התשתית ב-יהו"ש וברצועת עזה, במיוחד אלה שיש להם השלכות אזוריות כמו תחנות חשמל, כבישים, תחבורה, התפלת מים, תקשורת וכו'.

(4) הענקת יתרונות ויחס מועדף לחברות ולמוצרים המצריים
ע"י הצד הפלסטיני וקבלת יחס דומה.

(5) שת"פ ותאום בין המוסדות הלאומיים של שני הצדדים כדי
לסייע לפרוייקטים של הפיתוח ב-גזמ"ע וברצועת, עזה
וחילופי מידע לגביהם, כדי להבטיח ניצול מירבי של הידע
וחשאבים המצויים בידיהם.

(6) שת"פ בבחינת האפשרות להקמת אזור סחר חופשי ברפיח
למטרות מסחר, תעשיה, השקעות ו-כיוצ"ב.

ב. חילופי סחר

(1) שני הצדדים יפעלו לעידוד חילופי הסחר של מוצריהם
הלאומיים. הסחר ייעשה במטבע זר, הניתן להמרה במסגרת
הכללים והתקנות הנהוגים ע"י שני הצדדים. הסחורות
הלאומיות המוחלפות במסגרת הסכם זה ייחשבו לסחורות
שמקורן לאומי, כאשר יצרפו אליהן תעודה המעידה על
מקורן הלאומי, שתונפק ע"י גורם רשמי מוסמך ומאושר.
מוצרי התעשיה לא ייחשבו מוצרי תעשיה שמקורן לאומי,
אלא אם כן יהיו מייצור מקומי, כולל חומרי גלם
המשמשים לייצור וידיים עובדות, בשעור שלא יפחת מ-40
אחוז מסך הייצור הכולל. להלן הפרוט:-

(א) שני הצדדים יעניקו - הדדית - יחס מועדף
ויתרונות למוצריהם הלאומיים כך שיעלה בקנה
אחד עם הכללים והתקנות הנהוגים אצל שני
הצדדים.

(ב) שני הצדדים יפעלו להשתתפות הדדית בירידים
ובשווקים ה-בינ"ל והאזוריים, אשר ייערכו אצל
כל אחד מהם, ויתנו את הסיוע הדרוש לכך.

(ג) שני הצדדים יפעלו להקלת מעבר סחורות הטרנזיט
ליצוא מתדש דרך שיטחן. זאת, במסגרת הכללים

והתקנות הנחוגים אצל כל אחד מהם. שני הצדדים
יפעלו לעידוד שת"פ וביקורים הדדיים של אנשי
עסקים, לשכות סחר ותעשייה ומוסדות דומים.

(ד) הקמת ועדה מסחרית משותפת המסונפת לוועדה
המשותפת ל-שת"פ כלכלי וטכני "המצויינת בסעיף
15" בראשות שר הכלכלה וסחר החוץ או עמיתו או
ממלאי מקומם בשני הצדדים כדי לעקוב אחר
הביצוע הנאות של ההתחייבויות המסחריות שחתמו
עליהן שני הצדדים במסגרת הסכם זה. ההמלצות
וההצעות הקשורות בהן יוגשו ע"י הוועדה, אשר
תתכנס מדי שנה לפי התור פעם אצל צד זה ופעם
אצל הצד האחר, או עפ"י הזמנת אחד הצדדים.

ג. השקעות - עידוד ההשקעות ותנועת ההון בין שני הצדדים.

ד. עניינים פיננסיים:-

(1) חקלה על הקמתם של סניפי המוסדות הפיננסיים והבנקים
המצריים ב-גדמ"ע וברצועת עזה כדי לעודד את חילופי
הסחר וההשקעות בין שני הצדדים והענקת אותן הקלות לצד
הפלסטיני.

(2) חילופי מידע בין שני הצדדים בתחומי המטבע, הבנקאות
והמיסים.

ה. תיירות - שת"פ בתחום התיירות ועידוד הקמתם של פרויקטים
תיירותיים משותפים.

ו. שת"פ אזרחי:-

(1) שת"פ ותאום בין שני הצדדים במסגרת שיחות השלום
הרב-צדדיות והועדות שליד ועידת וושינגטון כדי לסייע
לעניין השלום ב-מזה"ת - באופן שישרת את האינטרסים של
שני הצדדים ואת האינטרסים הכלל לאומיים.

(2) קיום התייעצויות מוקדמות ורצופות בין שני הצדדים במיוחד במה שקשור לפרוייקטים בעלי השלכות אזוריות או לכל הסידורים שיוסכם עליהם עם צדדים אחרים, ואשר עשויים להיות להם השפעה על האינטרסים של הצד האחר.

1. תחומים אחרים:

(1) שת"פ בתחומי הבריאות, החינוך, פיתוח כוח האדם, שת"פ טכני ו-כיוצ"ב.

(2) שני הצדדים הסכימו על חקמת ועדה משותפת ל-שת"פ כלכלי וטכני בראשות שה"ח או עמיתו או ממלאי מקום משני הצדדים, כדי להסכים על המסגרות ועל המיכניזמים ל-שת"פ בתחומים הנ"ל וכדי לעקוב אחר ביצוע החסכם הזה.

(3) החסכם תקף ל-5 שנים והוא יחודש אוטומטית. כל צד יוכל לצאת מהחסכם לאחר שיודיע לצד השני על רצונו בכך. ביטול השתתפותו בחסכם יכנס לתוקף לאחר 6 חודשים מיום פרסום ההודעה. במהלך תקופת 6 החודשים או במהלכה של תקופה שעליה יסכימו שני הצדדים, יוסדרו ההתחייבויות הקיימות של כל צד.

ECONOMIC ARRANGEMENTS IN THE ABSENCE OF
AN ECONOMIC ANNEX IN THE GAZA STRIP
AND JERICHO AREA AGREEMENT

If no comprehensive agreement on economic relations is included in the Gaza Strip and the Jericho Area Agreement, the current economic arrangements will continue, on the whole, to prevail. However, because of the transfer of authorities in the Gaza Strip and Jericho Area, the manner in which some of these arrangements manifest themselves in practice will change. Following are the main characteristics of the resultant economic regime which will prevail, pending an agreement ~~to change them.~~

A. LABOR

1. The current arrangements, regulating the number of ^{Palestinians} residents of the Gaza Strip and the Jericho Area allowed to work in Israel and the conditions of their employment, will continue to be in force.
2. The current arrangements regarding National Insurance and equalization deductions from the wages of ~~Gaza Strip and Jericho Area residents employed in Israel~~, will continue to be in force. However: *these employees and their employees*

(a) Israel will transfer to the Palestinian Authority the net revenues from equalization deductions, if levied and to the extent levied, which will be collected from the wages of Gaza Strip and Jericho Area residents employed in Israel, to be used by the Palestinian Authority for social benefits and health services for these employees and for their families.

(b) The revenues transferred will be net of the sums set aside for employees ^(and their employees) individually or to ensure their rights, and of payments for occupational health services and of the administrative costs of the Israeli Employment Service. *or former employees*

(c) The arrangements specified in (a) and (b) above may be reviewed and changed by Israel, if an authorized Israeli court decides that the equalization deductions, or any part thereof, must be paid to individuals or used for individual social benefits or insurance, or that they or their transferral are otherwise unlawful.

3. The "current arrangements" of (1) and (2) above, also include all new ^{laws and} regulations, or changes in existing ones, legislated or decreed by Israel.

B. AGRICULTURE

1. The quantities of agricultural produce from the Gaza Strip and Jericho Area allowed to be marketed in Israel, will be determined by Israel from time to time.
2. The entry of any such produce, or of plants or livestock, into Israel, will be conditional on its conforming to the veterinary, plant protection and health standards, prevailing in Israel at the time of entry.
3. Such standards' requirements will apply also to any shipment of farm produce, or of plants or livestock, between the Gaza Strip and the Jericho Area, through Israel.
4. Palestinian residents of the Gaza Strip and Jericho Area will have the right to freely export their agricultural produce to external markets, on the basis of certificates of origin issued by the Palestinian Authority.

C. TRADE REGIME

1. The current arrangements regulating imports from foreign countries into the Gaza Strip will continue to be in force with respect to the Gaza Strip and Jericho area.
2. The above mentioned arrangements include the imposition and collection of import taxes, the classification of imported goods, their evaluation for customs purposes and other import procedures, as well as standards' requirements.
3. Israel's right to change the regulations concerning imports and import taxes constitutes an integral part of the current arrangements regulating imports.
4. Israel will transfer to the Palestinian Authority those revenues from import taxes collected on goods imported for Palestinian residents of the Gaza Strip and Jericho Area as are currently transferred to the Civil Administration.

D. DIRECT TAXATION

1. The Palestinian Authority will have the right to determine, regulate, and collect direct taxes (income taxes on individuals and corporations, property and municipal taxes, and fees) within its territorial jurisdiction.
2. The above mentioned right will apply to direct taxes generated by both :
 - (a) economic activities conducted within the Palestinian Authority's territorial jurisdiction and
 - (b) economic activities conducted outside it by individuals and corporations resident within the Palestinian Authority's jurisdiction.
3. Paragraph 2 (b) notwithstanding, Israel will retain the right to tax incomes and revenues generated by economic activities conducted in Israel by Palestinian residents of the Gaza Strip and Jericho Area.

E. INDIRECT DOMESTIC TAXES

1. Israel VAT authorities will allow business firms registered for VAT purposes in Israel tax credits for VAT paid on purchases from the Gaza Strip and Jericho Area suppliers, provided that :
 - (a) the VAT rate on local production of goods and services in the Gaza Strip and Jericho Area is effectively not less than 17 % ; and
 - (b) an agreement is reached between the VAT administrations of Israel and of the Palestinian Authority, ensuring the genuineness and verification of VAT invoices issued to business firms.
2. The marketing in Israel of goods from the Gaza Strip and Jericho Area will be allowed only if the rates on them of purchase and excise taxes, and of VAT, under the Palestinian Authority, are effectively identical to those current in Israel at the time, or if the appropriate taxes are paid upon their entry to Israel.

F. BANKING

In the absence of an agreement on the regulation and the supervision of banks operating in the areas under the jurisdiction of the Palestinian Authority, the Bank of Israel will not be responsible for the licensing, regulation, or supervision of banks, or bank branches, operating there, and will not serve as "lender of last resort" to them.

G. FOREIGN EXCHANGE

1. The Israeli Sheqel (NIS) and the Jordanian Dinar (JD), will be the only legal circulating currency in the Gaza Strip and Jericho Area.
2. Pending an agreement on foreign exchange regulations, the Bank of Israel will not permit the sale of foreign currency in exchange for Sheqels to the Palestinian Authority, or to individuals, corporations, or institutions under its jurisdiction.

H. MOTOR VEHICLES INSURANCE

1. The entry of motor vehicles from the Gaza Strip and Jericho Area into Israel and the West Bank (excluding Jericho), will be conditional on a valid insurance policy, complying with the compulsory no-fault insurance system in force in Israel and the West Bank.
2. Such obligatory insurance will cover the whole duration of the vehicle's presence in Israel and/or in the West Bank. The Israeli Controller of Insurance may decree a minimal time period for this purpose.

I. TERRITORIAL COVERAGE

Pending the Interim Agreement, all references to Israel in the above mentioned arrangements will apply also to the West Bank (excluding Jericho).

3. To ensure that Israeli and West Bank victims of road accidents involving Gaza Strip

and Jericho Area motor vehicles are able to collect their damages, the obligatory insurance mentioned in (1) and (2) above will be deemed valid only if issued by an insurance company licensed by Israel or the Civil Administration, as the case may be.

4. The Israeli statutory fund for compensation of road accidents victims will not compensate Palestinians from the Gaza Strip and Jericho Area injured in a motor vehicle not covered by a valid insurance policy as mentioned above.

הנדון: המו"מ עם הפלשתינאים

בעת כתיבת מכתב זה טרם חודשו השיחות עם הפלשתינאים על הפרק הכלכלי בהסכם עזה-יריחו. גם אם מו"מ זה יחודש בתחילת השבוע הקרוב, ספק אם נוכל לסיימו בימים הספורים שיוותרו עד ה-13 באפריל. אם בתאריך זה תהיה פעולה כלשהי בדרך לכינון הישות הפלשתינאית, עלול להיווצר מצב שהממשל הצבאי והמנהל האזרחי יצמצמו משמעותית את נוכחותם ופעילותם באזור ותתבצע העברת סמכויות בתחום האזרחי, ללא כל התייחסות למערכת היחסים הכלכליים. בתנאים אלה עשוי הצד הפלשתינאי לטעון, שכל הסמכויות הכלכליות הן סמכויות שיוריות, שעברו לידי מחוסר התייחסות מפורשת אליהן בהסכם.

בהעדר הסכם כלכלי, גם אם תישמר מעטפת המכס הנוכחית, חסרת החריגים שנדרשו על-ידי הפלשתינאים, עלולים להגרם לישראל נזקים כלכליים משמעותיים. מעבר לכך, חשוב לגבש מסמך, אפילו חד-צדדי, שיבהיר לפלשתינאים מה יהיו כללי המשחק בפרק הזמן שבין ה-13 באפריל ועד לחתימה על הפרק הכלכלי בהסכם עזה-יריחו. בהעדר פרק כלכלי בהסכם, עשוי להיווצר המצב הבא:

1. מעטפת המכס:

א. ישראל תמשיך לשלוט בנמלים ובמעברים היבשתיים, ותמשיך ליישם לגבי עזה ויריחו את מדיניות היבוא ומערכת מסי היבוא הקיימים (לרבות שיעורי המיסוי על היבוא, הערכת הטובין לצורך מס, שמירה על תקינה וכיו"ב).

ב. לא יהיו חריגים לגבי שיעורי מכס ומע"מ מיוחדים על חלק מהיבוא לעזה-יריחו, או לגבי יבוא לשם מארצות ערב, כפי שביקשו הפלשתינאים.

ג. התקבולים ממסי היבוא על מכוניות שייבאו לתושבי עזה ויריחו, שהועברו עד כה למינהל האזרחי, יועברו לרשות הפלשתינאית.
ד. ישראל תשאר נוכחת בלעדית במעברים היבשתיים בכל הקשור למכס. יש להדגיש, שבהעדר בקרה מכסית מלאה, אין לאפשר כניסת סחורות מהים דרך עזה.

2. מסים:

א. ניהול המסים הישירים (מס הכנסה על חברות ועל יחידים, מס רכוש, ארנונות, אגרות ומס בולים) בעזה ויריחו, לרבות קביעת שיעוריהם וגבייתם, ייעשה על-ידי הרשות הפלשתינאית.
ב. בנושא המע"מ ומסי קנייה:

(1) בהעדר הסדרים מוסכמים בנושא ובקרה, לא ניתן יהיה להתיר לעוסקים ישראלים לנכות מס תשומות על-סמך חשבוניות המע"מ של עוסקים פלשתינאים מעזה ויריחו. זאת בגלל החשש מהונאות מס בהיקף גדול בעזרת חשבוניות בלתי-מבוקרות כאלה. אם לא יותר הניכוי, עשויים עוסקים ישראלים להמנע מעסקאות עם עוסקים פלשתינאים, ולהביא לצמצום הסחר הדו-צדדי.
(2) הרשות הפלשתינאית עלולה להנהיג בעזה וביריחו שיעורי מס שונים משמעותית מאלה של ישראל, אף מבלי שהוסמכה לכך בהסכם. על-מנת למנוע תחרות בלתי הוגנת ביצרנים ישראלים, אפשר שנצטרך למנוע את הכניסה לישראל של סחורות מעזה ויריחו שמש הקנייה או הבלו עליהן שם יהיה יותר נמוך (למשל סיגריות).

3. עבודה:

א. מספר העובדים מעזה ויריחו שיורשו לעבוד בישראל ייקבע על-פי שיקוליה של ישראל.
ב. ההסדרים הקיימים ביחס לזכויות סוציאליות, לביטוח הלאומי ולהיטל ההשוואה יימשכו. התקבולים מהיטל ההשוואה על עובדים מעזה ויריחו בישראל, שהועברו עד כה למינהל האזרחי, יועברו לרשות הפלשתינאית.

4. חקלאות:

המצב החוקי הקיים היום אינו מתיר מעבר תוצרת חקלאית משטחי יש"ע לישראל. בפועל, אין האיסור נאכף בכל חומרתו. אולם כיום ישראל שולטת על היקף הייצור, על הקצבות המים, הפיקוח הוטרינרי והגנת הצומח בשטחים. העדר נוכחות ופיקוח בנושאים אלו, יצריך בקרה קפדנית יותר על תנועת תוצרת חקלאית מעזה ויריחו לישראל, על-מנת למנוע נזקים אפשריים נוספים לחקלאות הישראלית ולצרכן הישראלי.

5. ביטוח רכב:

בהעדר הסכם על פיצוי נפגעי תאונות דרכים וביטוח חובה של רכב מעזה ויריחו שיבקש לנוע בכבישי ישראל, יהיה צריך להתנות כניסתו ברכישת ביטוח חובה ישראלי לתקופת שהותו של רכב זה בישראל.

6. מעבר סחורות בין עזה ליריחו:

מעבר הסחורות בין עזה ליריחו יהיה נתון לשיקולה של ישראל, ויתנהל, באופן כללי, בהתאם להסדרים שיחולו על תנועת הסחורות מעזה לישראל.

7. מטבע ובנק-מרכזי:

- א. בהעדר הסכם, עלולה הרשות הפלשתינאית להנהיג הילך חוקי נוסף, יתכן אף עצמאי, בעזה וביריחו, או לבטל את מעמדו של הש"ח כהילך חוקי שם.
- ב. ישראל לא תכיר או תתחשב בשום צורה ואופן במטבע עצמאי כזה, ולא תנהל בו עסקאות כלשהן.
- ג. בהעדר הסכם, ישראל לא תאפשר לתושבי עזה ויריחו ולמוסדותיהם לרכוש מגורמים ישראליים מט"ח תמורת שקלים.

7. בנקים:

- א. בהעדר הסכם כלכלי או פיקוח ישראלי על הבנקים בעזה וביריחו, הרשות הפלשתינאית תוכל לקבוע לפקדונות השקליים שם שיעורי נזילות הנמוכים מהנהוג בישראל.
- ב. לישראל לא תהיה שליטה על ההרחבה שתגרם בשל כך בכמות הכסף הישראלי. אולם היא גם לא תהיה יותר אחראית ליציבותם של הבנקים בעזה וביריחו בהם יופקדו פקדונות שקליים.

מסקנות

1. במצב מתמשך של חוסר הסכם עשויים להתפתח בשטח תנאים חדשים, שימנעו חזרה למצב העכשוי. תנאים חדשים אלה עלולים למנוע השגת הסכם על בסיס ההנחיות הנוכחיות, של משטר יחסי כלכלה פתוחים ביננו לבין עזה ויריחו. לחילופין, יתכן שהם יגרמו לכך שהמשטר הכלכלי המתייחס לעזה יהיה שונה מזה שיונהג לגבי איו"ש, לרבות יריחו.
2. לאור זאת, מוצע, שאם לא ניתן יהיה להגיע עכשיו להסכם בפרק הכלכלי של הסכם עזה ויריחו, ייאמר לפלשתינאים שהמצב הנוכחי ישאר על כנו, להוציא שינויים המתחייבים מהעברת הסמכויות המוסכמת. יוצע, שהמשך המצב הקיים יועגן בהסכם. אם הצד הפלשתינאי יסרב לחתום על הסכם כזה, המינימום המתחייב הוא מסירת מסמך חד-צדדי מצידנו המתאר את המשטר הכלכלי שישראל תנהיג בפועל עם כניסתו לתוקף של הסכם עזה ויריחו.

בברכה

דוד ברודט

העתק: חברי המשלחת

**ECONOMIC ARRANGEMENTS IN THE ABSENCE OF AN ECONOMIC
ANNEX IN THE GAZA STRIP AND JERICHO AREA AGREEMENT**

(2)

If no comprehensive agreement on economic relations is included in the Gaza Strip and the Jericho Area Agreement, the current economic arrangements will continue, on the whole, to prevail. However, because of the transfer of authorities in the Gaza Strip and Jericho Area, the manner in which some of these arrangements manifest themselves in practice will change. Following are the main characteristics of the resultant economic regime which will prevail, pending an agreement to change them.

A. Labor

1. The current arrangements, regulating the number of residents of the Gaza Strip and the Jericho Area allowed to work in Israel and the conditions of their employment, will continue to be in force.
2. The current arrangements regarding National Insurance and equalization deductions from the wages of Gaza Strip and Jericho Area residents employed in Israel, will continue to be in force. However:
 - (a) Israel will transfer to the Palestinian Authority the net revenues from equalization deductions, if levied ~~X~~ and to the extent levied, which will be collected from the wages of Gaza Strip and Jericho Area residents employed in Israel, to be used by the Palestinian Authority for social benefits and health services, including social benefits and health services for these employees and for their families.
 - (b) The revenues transferred will be net of the sums set aside for employees individually or to ensure their rights, and of payments for occupational health services and of the administrative fees of the Israeli Employment Service.

- (c) The arrangements specified in (a) and (b) above may be reviewed and changed by Israel, if an authorized Israeli court decides that the equalization deductions, or any part thereof, must be paid to individuals or used for individual social benefits or insurance, or that they or their transferal are otherwise unlawful.
3. The "current arrangements" of (1) and (2) above, also include all new regulations, or changes in existing ones, legislated or decreed by Israel.

B. Agriculture

1. The quantities of agricultural produce from the Gaza Strip and Jericho Area allowed to be marketed in Israel and the West Bank (excluding the Jericho Area), will be determined by Israel from time to time.
2. The entry of any such produce, or of plants or livestock, into Israel and the West Bank (excluding Jericho), will be conditional on its conforming to the veterinary, plant protection and health standards, prevailing in Israel and the West Bank, respectively, at the time of entry.
3. Such standards' requirements will apply also to any shipment of farm produce, or of plants or livestock, between the Gaza Strip and the Jericho Area, through Israel and the West Bank.
4. Residents of the Gaza Strip and Jericho Area under the jurisdiction of the Palestinian Authority, will have the right to freely export their agricultural produce to external (i.e., other than Israel and West Bank) markets, on the basis of certificates of origin issued by the Palestinian Authority.

C. Trade regime

1. The current arrangements regulating imports into the Gaza Strip will continue to be in force with respect to the Gaza Strip and Jericho Area. Israel will continue to be the sole operator of

harbours and of land border crossings.

2. The above mentioned arrangements include the imposition and collection of import taxes, classification, evaluation for customs purposes and other import procedures, as well as standards' requirements.
3. Israel's right to make new regulations concerning imports, or change the existing ones, constitutes an integral part of the current arrangements regulating imports.
4. Israel will transfer to the Palestinian Authority those revenues from import taxes collected on goods imported for residents of the Gaza Strip and the Jericho Area as are currently transferred to the Civil Administration.

D. Direct Taxation

1. The Palestinian Authority will have the right to determine, regulate, and collect direct taxes (income taxes on individuals and corporations, property and municipal taxes, and fees) within its territorial jurisdiction in the Gaza Strip and Jericho Area.
2. The above mentioned right will apply to direct taxes generated by both:
 - (a) economic activities conducted within the Palestinian Authority's territorial jurisdiction; and
 - (b) economic activities conducted outside it (e.g., in Israel and the West Bank, excluding Jericho) by individuals and corporations resident within the Palestinian Authority's jurisdiction.
3. Paragraph 2(b) notwithstanding, Israel will retain the right to tax incomes and revenues generated by economic activities conducted in Israel by residents of the Gaza Strip and Jericho Area.

E. Indirect Domestic Taxes

1. Israel VAT authorities will allow business firms registered for VAT purposes in Israel and the West Bank (excluding Jericho) tax credits for VAT paid on purchases from Gaza Strip and Jericho Area suppliers, provided that:
 - (a) the VAT rate on domestic production of goods and services in the Gaza Strip and Jericho Area is effectively not less than 17 per cent; and
 - (b) an agreement is reached between the VAT administrations of Israel and of the Palestinian Authority, ensuring the genuineness and verification of VAT invoices issued to business firms.
2. The marketing in Israel and the West Bank of goods from the Gaza Strip and Jericho Area will be allowed only if the rates on them of purchase and excise taxes, and of VAT, under the Palestinian Authority, are effectively identical to those current in Israel at the time, or if the appropriate taxes are paid upon their entry to Israel.

F. Banking

In the absence of an agreement on the regulation and the supervision of banks operating under the jurisdiction of the Palestinian Authority, the Bank of Israel will not be responsible for the licensing, regulation, or supervision of banks, or bank branches, operating in the Gaza Strip and Jericho Area, and will not serve as "lender of last resort" to them.

G. Foreign Exchange

1. The Sheqel (NIS) and the Jordanian Dinar (JD), will be the only legal tender in the Gaza Strip and Jericho Area.
2. Pending an agreement on foreign exchange regulations, the Bank of Israel will not permit the sale of foreign currency in exchange for

Sheqels to the Palestinian Authority, or to individuals, corporations, or institutions under its jurisdiction.

H. Motor Vehicles Insurance

1. The entry of motor vehicles from the Gaza Strip and Jericho Area into Israel and the West Bank (excluding Jericho), will be conditional on a valid insurance policy, complying with the compulsory no-fault insurance system in force in Israel and the West Bank.
2. Such obligatory insurance will cover the whole duration of the vehicle's presence in Israel and/or in the West Bank. The Israeli Controller of Insurance may decree a minimal time period for this purpose.
3. To ensure that Israeli and West Bank victims of road accidents involving Gaza Strip and Jericho Area motor vehicles are able to collect their damages, the obligatory insurance mentioned in (1) and (2) above will be deemed valid only if issued by an insurance company licensed by Israel or the Civil Administration, as the case may be.
4. The Israeli statutory fund for compensation of road accidents victims will not compensate Palestinians from the Gaza Strip and Jericho Area injured in a motor vehicle not covered by a valid insurance policy as mentioned above.



ECONOMIC ARRANGEMENTS IN THE ABSENCE OF AN ECONOMIC
ANNEX IN THE GAZA STRIP AND JERICHO AREA AGREEMENT

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 - (b) The revenues transferred will be net of the sums set aside for employees individually or to ensure their rights, and of payments for occupational health services and of the administrative ~~fees~~ ^{costs} of the Israeli Employment Service.

- (c) The arrangements specified in (a) and (b) above may be reviewed and changed by Israel, if an authorized Israeli court decides that the equalization deductions, or any part thereof, must be paid to individuals or used for individual social benefits or insurance, or that they or their transferal are otherwise unlawful.
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In the absence of ^{in the areas} an agreement on the regulation and the supervision of banks operating under the jurisdiction of the Palestinian Authority, the Bank of Israel will not be responsible for the licensing, regulation, or supervision of banks, or bank branches, operating ^{in there,} ~~Gaza Strip and Jericho Area,~~ and will not serve as "lender of last resort" to them.

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2. Such obligatory insurance will cover the whole duration of the vehicle's presence in Israel and/or in the West Bank. The Israeli Controller of Insurance may decree a minimal time period for this purpose.
3. To ensure that Israeli and West Bank victims of road accidents involving Gaza Strip and Jericho Area motor vehicles are able to collect their damages, the obligatory insurance mentioned in (1) and (2) above will be deemed valid only if issued by an insurance company licensed by Israel or the Civil Administration, as the case may be.
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ECONOMIC ARRANGEMENTS IN THE ABSENCE OF
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A. LABOR

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 - (a) Israel will transfer to the Palestinian Authority the net revenues from equalization deductions, if levied and to the extent levied, which will be collected from the wages of Gaza Strip and Jericho Area residents employed in Israel, to be used by the Palestinian Authority for social benefits and health services for these employees and for their families.
 - (b) The revenues transferred will be net of the sums set aside for employees individually or to ensure their rights, and of payments for occupational health services and of the administrative costs of the Israeli Employment Service.
 - (c) The arrangements specified in (a) and (b) above may be reviewed and changed by Israel, if an authorized Israeli court decides that the equalization deductions, or any part thereof, must be paid to individuals or used for individual social benefits or insurance, or that they or their transferral are otherwise unlawful.
3. The "current arrangements" of (1) and (2) above, also include all new regulations, or changes in existing ones, legislated or decreed by Israel.

B. AGRICULTURE

1. The quantities of agricultural produce from the Gaza Strip and Jericho Area allowed to be marketed in Israel, will be determined by Israel from time to time.
2. The entry of any such produce, or of plants or livestock, into Israel, will be conditional on its conforming to the veterinary, plant protection and health standards, prevailing in Israel at the time of entry.
3. Such standards' requirements will apply also to any shipment of farm produce, or of plants or livestock, between the Gaza Strip and the Jericho Area, through Israel.
4. Palestinian residents of the Gaza Strip and Jericho Area will have the right to freely export their agricultural produce to external markets, on the basis of certificates of origin issued by the Palestinian Authority.

C. TRADE REGIME

1. The current arrangements regulating imports from foreign countries into the Gaza Strip will continue to be in force with respect to the Gaza Strip and Jericho area.
2. The above mentioned arrangements include the imposition and collection of import taxes, the classification of imported goods, their evaluation for customs purposes and other import procedures, as well as standards' requirements.
3. Israel's right to change the regulations concerning imports and import taxes constitutes an integral part of the current arrangements regulating imports.
4. Israel will transfer to the Palestinian Authority those revenues from import taxes collected on goods imported for Palestinian residents of the Gaza Strip and Jericho Area as are currently transferred to the Civil Administration.

D. DIRECT TAXATION

1. The Palestinian Authority will have the right to determine, regulate, and collect direct taxes (income taxes on individuals and corporations, property and municipal taxes, and fees) within its territorial jurisdiction.
2. The above mentioned right will apply to direct taxes generated by both :
 - (a) economic activities conducted within the Palestinian Authority's territorial jurisdiction and
 - (b) economic activities conducted outside it by individuals and corporations resident within the Palestinian Authority's jurisdiction.
3. Paragraph 2 (b) notwithstanding, Israel will retain the right to tax incomes and revenues generated by economic activities conducted in Israel by Palestinian residents of the Gaza Strip and Jericho Area.

E. INDIRECT DOMESTIC TAXES

1. Israel VAT authorities will allow business firms registered for VAT purposes in Israel tax credits for VAT paid on purchases from the Gaza Strip and Jericho Area suppliers, provided that :
 - (a) the VAT rate on local production of goods and services in the Gaza Strip and Jericho Area is effectively not less than 17 % ; and
 - (b) an agreement is reached between the VAT administrations of Israel and of the Palestinian Authority, ensuring the genuineness and verification of VAT invoices issued to business firms.
2. The marketing in Israel of goods from the Gaza Strip and Jericho Area will be allowed only if the rates on them of purchase and excise taxes, and of VAT, under the Palestinian Authority, are effectively identical to those current in Israel at the time, or if the appropriate taxes are paid upon their entry to Israel.

F. BANKING

In the absence of an agreement on the regulation and the supervision of banks operating in the areas under the jurisdiction of the Palestinian Authority, the Bank of Israel will not be responsible for the licensing, regulation, or supervision of banks, or bank branches, operating there, and will not serve as "lender of last resort" to them.

G. FOREIGN EXCHANGE

1. The Israeli Sheqel (NIS) and the Jordanian Dinar (JD), will be the only legal circulating currency in the Gaza Strip and Jericho Area *and will serve as legal means of payment for all purposes.*
2. Pending an agreement on foreign exchange regulations, the Bank of Israel will not permit the sale of foreign currency in exchange for Sheqels to the Palestinian Authority, or to individuals, corporations, or institutions under its jurisdiction.

H. MOTOR VEHICLES INSURANCE

1. The entry of motor vehicles from the Gaza Strip and Jericho Area into Israel and the West Bank (excluding Jericho), will be conditional on a valid insurance policy, complying with the compulsory no-fault insurance system in force in Israel and the West Bank.
2. Such obligatory insurance will cover the whole duration of the vehicle's presence in Israel and/or in the West Bank. The Israeli Controller of Insurance may decree a minimal time period for this purpose.

I. TERRITORIAL COVERAGE

Pending the Interim Agreement, all references to Israel in the above mentioned arrangements will apply also to the West Bank (excluding Jericho).

3. To ensure that Israeli and West Bank victims of road accidents involving Gaza Strip

and Jericho Area motor vehicles are able to collect their damages, the obligatory insurance mentioned in (1) and (2) above will be deemed valid only if issued by an insurance company licensed by Israel or the Civil Administration, as the case may be.

4. The Israeli statutory fund for compensation of road accidents victims will not compensate Palestinians from the Gaza Strip and Jericho Area injured in a motor vehicle not covered by a valid insurance policy as mentioned above.

מדינת ישראל
משרד המשפטים

כ"ו בניסן תשנ"ד
6 באפריל 1994
(439כ)

אל: גב' תמר דהר, היועצת המשפטית למשרד האוצר
מאת: פרץ סגל

הנדון: הסכם כלכלי מקוצר
סימוכין: נוסח מה-4/4/94

במשך לשיתחנו מהבוקר, לחנן הצעותי הנוסח האמור לפי מיסן רב בו, כסמט
שטמנו שלח יך לעניין ביטוח כלי חסב, אנו מצעים להוסיף בעקבות הערה של
עליזה, מי יאמר במפורש שישראל שומרה לעצמה את הזכות לדגוע מיצוי על
נזמים שיגרמו מתחום הירשית לנגעים מישראל והשטחים, אם הרנוות לא תהיג
בתחומה ביטוח חומה.

לסעיף A

2(a) בשלב זה נראה שישחאל צריכה רח לשמור, ולא להעביר, את כספי היטל
החשואה לרשות הפלסטנינית, עד אשר יקמו מוסדות מתאימים על פי ההסכם המלא,
זאת כדי שלא נאסרד כסה שמה לחיובק את חלק היטל החשואה לצורך ניצוע ההסכם
המקוצר. (אולי ניתן לבצע את החעכה באמצעות המינהל האזרחי לרשות, כלומר
המשך המצב ה'חוקי' הקיים, אולם מסומני אם מבחינה משפטית ייתכן ללכת
בדרך זו, שכו המינהל אינו צד להסכם).

בכל מקרה נראה, כי לעת עתה יש להגביל את ההתחייבות לפי סעיף זה לחלק מן
ההיטל שינוכה מן העובדים בכבד, על פי זרד זו ניתן יהיה להגוע מן החקיקה
בשלב זה, וזו יכילה אפוא להיות עגדה משהה לפי הצעה זו יש לדרוש שיבוי

רח' צלח א-ד-ו 29 ת"ד 1087 י-ס מיקוד 91010 טל' 708511 הקס 869473

וקיזוז מן הרשות במקרה שתוגש תביעה על הניכוי מכאן ולהבא.

בנוסף הנדון בדאי להוסיף את התניה שניסחנו במסמך המלא, שזוהיטל יועבר אם הוא יוטל ויגבה. מכיוון שביטסה 3 לעניינת הענייני אינה מובנת, תיקונו זה ייתר אותה.

לסעיף B

4. לדעתי ביטסה זו סיווגית, ובכל מקרהו בדאי למחוק את המילה 'free'. (כדי שהדבר לא יעמוד בניגוד למה שסוכם בהסכם קהיר מה-9/2/94, בסעיף 6).

לסעיף C

כנגד המשפט האחרון במיטסה 1 ובנגד ביטסה 3 עלולה להעלות ויטענה כי הוא מנוגד לסעיף האמור בהסכם קהיר. ניתן להעבירו למשפט הראשון, לאחר 'imports' יבוא 'דרך כל הנמלים ומעברי הגבול'.

האם סעיף 4 טעון התייחסות? והאם אין מקום לדרוש לגבי העברה (י), וכן לגבי יתר הסעיפים בנוגע להעברה מסים, דרך המינהל האזרחי או הפדנה כי הם יתנו זכאים למזן הוצאות עבור שירותים שהוא יספק לרשות - לרבות נדרושים על ידי גופים פרטיים, כגון חברות ותעמל - וכן תביעות אחרות כלפיהן.

לסעיף D

במיטסה 3 יש להוסיף גם המילה האחרונה שאני להוסיף מסים על פלסטיניים שעובדים בתחומי.

לסעיף E

האם אין מקום לדרוש הודעות לעניין ההסדר בתשלומים כמע"מ בישראל, ברשות?

בברכה,
C

רח' צלאח א-דין 29 ח"ד 1087 יום מיקום 91010 טל' 708511 גמס 869473

מדינת ישראל משרד האוצר

לשכת היועץ המשפטי

כ"ח בניסן התשנ"ד
6 באפריל 1994

ת.94-30013

אל: עו"ד תמר חקר
היועצת המשפטית משרד האוצר

הנדון: תסדרי ביטוח רכב (חובה) בהעדר תשלום כלכלי

1. רצ"ב הצעה לחסדר שבנדון על בסיס הטיוטה הראשונית שהעביר לי בטרם נסיעתך בו חוכנסו מספר תיקונים כלהלן:

(א) את סעיף 3 המקורי ניתן לבטל תוך הוספת הסיפור שבו במסגרת סעיף 1. קרי - חוראח הקובעת כי ביטוח ונקני הוא רק כזה שתוצא על-ידי מבטח מורשה בישראל או באיר"ש.

לענין זה לדעתנו אין צורך להגביל ולחייב את הפלשתינאים הנכסים לישראל (במובחן מאיר"ש) להכניס ביטוח חוקא בחברות ביטוח ישראליות אלא כאופציה, שכן כיום המצב הוא שביטוח שניתן על ידי חברה מורשית באיר"ש מוכר לצורך תנועה בישראל.

(ב) סעיף 3 כפי שהוא מנוסח כרגע (סעיף 4 הקודם) הוא בודאי חלקי, שכן צמצום הכיסוי של קרנית צריך לחול לא רק לגבי קרנית ישראל אלא אולי בעיקר לגבי קרנית שטחים מכאן שיש להרחיב את סעיף גם לגבי קרנית שטחים (ראי התוספת בסוף סעיף 3).

2. באשר לעצם ההצעה לצמצם את כיסוי קרנות ישראל וקרנית שטחים התעוררו מספר בעיות.

ראשית, ההצעה כפי שהיא מנוסחת כרגע (ע"ן לגבי ישראל וע"ן לגבי איר"ש) יוצרת אפליה בין נפגעים פלשתינאים לנפגעים אחרים ובפרט תיירים, ומכאן חשש לגבי הסיכויים להעביר וניקוט חקיקה מתאימים, לרבות בקורת שיפוטית עליהם.

כמו-כן, יש לזכור כי לנפגעים אלה (שלא יזכו לפיצוי מקרנית) תעמוד לכאורה זכות תביעה בנויקין כנגד הנחם הפוגע ומבחינו ולכן כמובן חשפעה על החשיפה של חברות הביטוח של הנזג הנוגע לחילופין, יהויב הדבר תיקון נוסף בחוק לשלילת זכות התביעה בנויקין (וגם כאן קיים חשש לגבי סבירות החקיקה).

לאור האמור, ובכדי שלא נימצא מצהירים על עמדה חד צדדית שבסופו של דבר אי-אפשר יהיה ליישמה בחקיקה מוצע לשקול אפשרות להציע לפלשתינאים חסדר ביניים לפיו המצג חקיים בישראל וביר"ש ימשך כחול ללא שינוי גם לגבי הפלשתינאים אך זאת בתנאי שחברות הפלשתינאיות תונחייב לשפות (ער שנגיע לחסדר חכולל המוצע במסגרת המו"ט הכלכלי) און קרנית ישראל וקרנית שטחים כנגד הפיצויים שישולמו לנפגעים פלשתיניים שנפגעו כאמור על ידי און בתוך רכב פלשתיני ללא ביטוח.

3. בהנחה שרעיון השיפוי לא יתקבל ובהתחשב בקשיים המשפטיים חנוכרים בסעיף 2 יתכן שניתן לוותר על צמצום הכיסוי של קרנית ישראל אך מאידך גיסא לבטל און לצמצם את קרנית שטחים לכלל האוכלוסייה, למעט ישראלים - לגביהם תורחב תחולת קרנית ישראל) ובכך תימנע לכאורה בעיית האפליה המכרזת. מכאן שיש

2

לנסח את סעיף 3 בצורה כללית יותר קרי - הצהרה על כוונה לצמצם את הכיסוי של קרנית בישראל ו/או באיח"ש מבלי לחכות לפרטי הצמצום ותיקף תחולתו. בדרך זו לא נמצא מגבילים עצמנו למעול בהמשך.

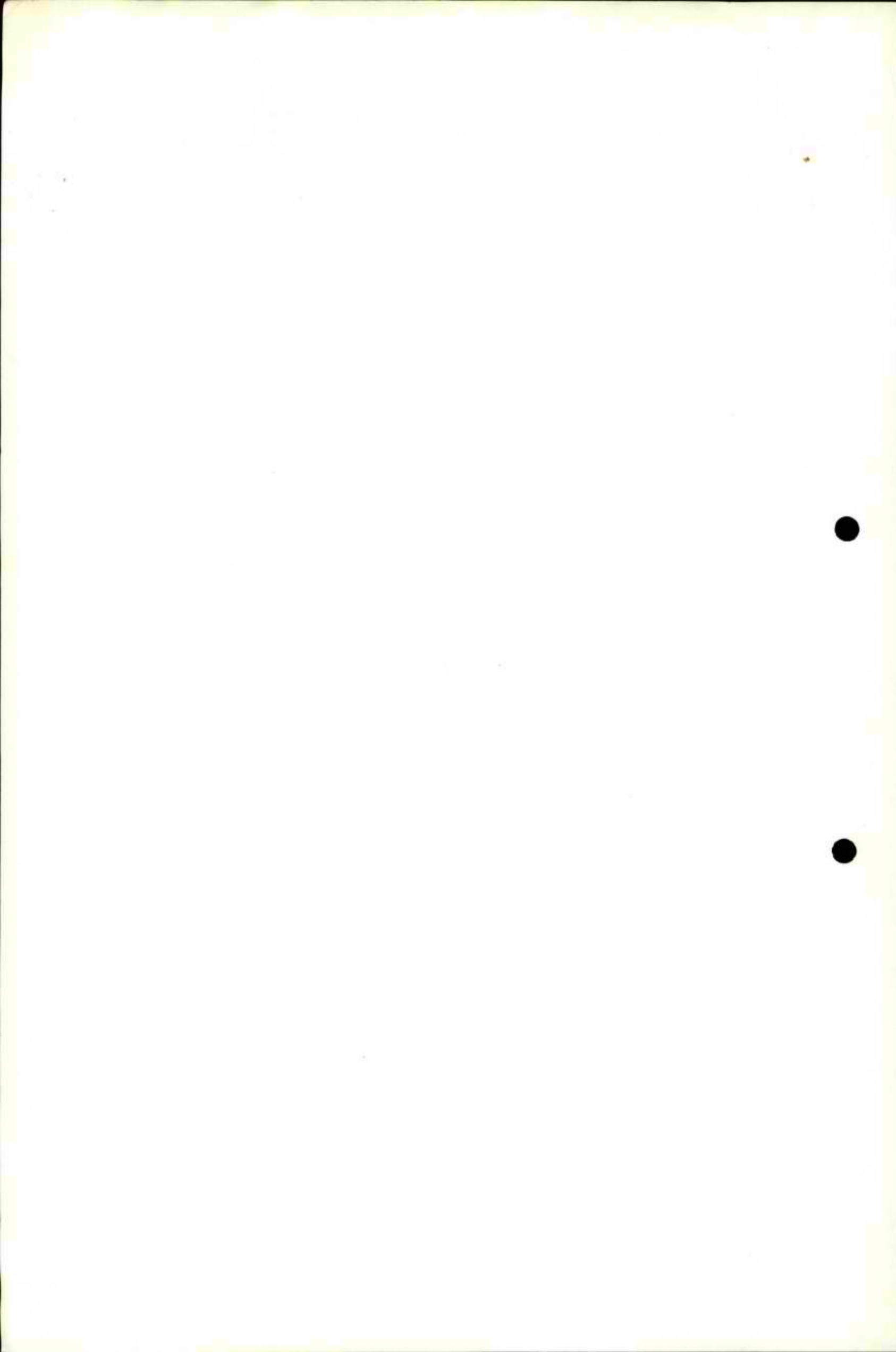
4. האמור לעיל, הוא על דעת מאיר שביט

בברכה,
 אהרון יריב
 שמועץ עיר-שי
 עוזר בכיר ליועץ המשפטי

H. Motor Vehicle Insurance

1. The entry of motor vehicles from the Gaza Strip and the Jericho Area into Israel and the West Bank (excluding Jericho), will be conditional on a valid insurance policy issued by an insurance company licensed by Israel or by the civil administration and which policy complies with the compulsory no-fault insurance system in force in Israel and the West Bank.
2. Such obligatory insurance shall cover the whole duration of the vehicle's presence in Israel and the West Bank. The Israel Controller of Insurance may decree a minimum period of time for this purpose.
3. Palestinians from the Gaza Strip and the Jericho Area injured by or in a motor vehicle not covered by such a valid insurance policy as mentioned above will not be eligible for compensation by the Israel Statutory Fund for compensation of road accident victims nor by the parallel fund in the West Bank.

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INTELLECTUAL PROPERTY

The two sides shall mutually recognize, respect and protect patents, designs and trade marks, registered by the authorities of the other side, whether the registration was before the signing of the Agreement or after it.

6.4.94 סרי

הק: סרי דוק, משרד התעשייה -
הק: משרד התעשייה, ושר התעשייה -
הק: משרד התעשייה

הק: משרד התעשייה - משרד התעשייה

הק: משרד התעשייה, משרד התעשייה, משרד התעשייה
הק: משרד התעשייה - משרד התעשייה 25.10.93
הק: משרד התעשייה, משרד התעשייה, משרד התעשייה
הק: משרד התעשייה, משרד התעשייה, משרד התעשייה
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הק: משרד התעשייה, משרד התעשייה, משרד התעשייה

The parties acknowledge the need to mutually recognize and to protect patents, designs and trade marks. A sub-committee of the Joint Economic Committee will discuss ways to achieve this goal. Pending an agreement on these matters, registration of patents, designs and trade marks by either side will apply also in the territory under the jurisdiction of the other side.

הק: משרד התעשייה, משרד התעשייה, משרד התעשייה
הק: משרד התעשייה, משרד התעשייה, משרד התעשייה
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הק: משרד התעשייה, משרד התעשייה, משרד התעשייה

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Annex IV
Article X

PROTECTION OF THE ENVIRONMENT

In order to protect the environment for the present and future generations, to prevent the degradation of resources and to promote sustainable development, the parties agree as set out hereunder.

1. Both sides will adopt and apply internationally recognized :

(a) ambient, emission and performance standards concerning acceptable levels of land, air, water and sea pollution ;

(b) standards concerning acceptable levels for the treatment and disposal of solid and liquid wastes ;

(c) classifications, standards and criteria for the use and handling of hazardous substances, including pesticides, insecticides and herbicides. Standards will relate inter alia to the import and export of hazardous substances, their manufacture, trade, transport, use, storage and disposal of their wastes ;

(d) standards for the prevention of noise, odour, pests and other nuisances.

2. Both sides will undertake, jointly and severally, appropriate measures to :

(a) prevent the uncontrolled discharge of sewage and effluents to water sources including underground and surface water and rivers, and to promote the proper treatment of sanitary and industrial waste water ;

(b) ensure compliance with the agreed standards by all mobile and stationary sources of pollution ;

(c) prevent the passage of goods and vehicles by sea, land or air, which do not comply with the aforementioned recognized standards ;

(d) prevent damage to common natural resources, which are characterized by dynamic movement over geographic regions, including water, air, sand and fauna.

3. Both sides will foster and promote efforts for :

(a) the protection of nature and landscape, of rare and protected species of flora and fauna, and of historical, cultural and architectural resources of value to all people of the area ;

(b) the restoration and reclamation of damaged natural resources, with special emphasis on the rehabilitation of rivers and streams ;

(c) the production and use of environmentally sustainable energy, including electricity production, goods and services, and the re-use and recycling of resources.

4. Each side will establish and operate its own environmental management frameworks for :

- (a) legislation, regulations, licensing and inspection procedures and enforcement tools ;
- (b) capacity building, research and development for the application of best available technologies ;
- (c) emergency warning and response to events or accidents likely to generate environmental pollution, damage or hazards ;
- (d) environmental impact assessment procedures, in accordance with internationally recognized directives ;
- (e) land-use planning procedures concerning development activities such as : industrial areas, mines and quarries, highways, power plants, and waste disposal sites, with special attention to land uses in neighbouring zones.
- (f) promotion of supportive activities including :
 - monitoring and data management ;
 - education and environmental awareness programs ;
 - economic incentives for environmentally sustainable development.

5. To abide by the principles and standards of international conventions concerning the protection of the environment, such as conventions for :

- the protection of the Mediterranean ;
- the protection of the ozone layer ;
- the control of transboundary movements of hazardous wastes and their disposal ;
- the conservation of migratory species of wild animals ;
- the restriction of trade in endangered species of wild fauna and flora.

6. The parties will establish a joint subcommittee of the economic committee for the Environment, which will carry out ongoing co-ordinating and consulting functions necessary for the implementation of this protocol.

any person under or through whom he claims; or

- (ii) that the petitioner or any person under or through whom he claims was the true inventor of any invention included in the claim of the patentee; or
- (iii) that the petitioner or any person under or through whom he claims an interest in any trade, business or manufacture publicly manufactured, used or sold within Palestine, before the date of the patent, anything claimed by the patentee as his invention.

Legal Proceedings.

Hearing with
assessor.

23. (1) In any action or proceedings for infringement or revocation of a patent, the court may, if it thinks fit, call in the aid of an assessor specially qualified.

(2) The remuneration, if any, to be paid to an assessor under this section shall be determined by the court and paid in the manner prescribed.

Order for
injunction.

24. In an action for infringement of a patent, the plaintiff shall be entitled to relief by way of injunction and damages:

Provided that a patentee shall not be entitled to recover damages in respect of any infringement of a patent granted after the date of the commencement of this Ordinance from any defendant who proves that, at the date of the infringement, he was not aware of the existence of the patent.

Registration of Patents Granted in the United Kingdom.

Registration
of patents
granted in the
United
Kingdom.

25. (1) Any person, being the grantee of a patent issued in the United Kingdom or any person deriving his right from the grantee by assignment, transmission or other operation of law, may apply, in the prescribed form, to the registrar, within one year from the date of issue of the patent, for registration of such patent in Palestine.

(2) Every such application shall be accompanied by two certified copies of the specification or specifications, including drawings, if any, of the United Kingdom patent and a certificate of the Comptroller-General of Patents, Designs and Trade Marks of the United Kingdom, giving full particulars of the issue of the patent on such specification or specifications.

(3) The registrar shall advertise the application for a certificate of registration in such manner as may be prescribed, and any person may, at any time within two months from the date of such advertisement, give notice to the registrar of opposition to the issue of a certificate of registration on any of the grounds mentioned in section 11.

(4) Where notice of opposition is given, the registrar shall communicate the notice to the applicant and shall, on the expiration of the period of two months and after hearing the applicant and the opponent, if desirous of being heard, decide on the case.

(5) If there is no opposition or, in case of opposition, if the determination is in favour of the issue of the certificate of registration, the registrar shall cause the certificate of registration to be issued.

(6) The issue of a certificate of registration shall confer upon the owner thereof the like exclusive privileges and rights as if a patent had been issued to him under the provisions of this Ordinance and shall be subject to all the conditions and restrictions imposed upon a patent granted under this Ordinance.

(7) The exclusive privileges and rights so acquired shall date from the date of the patent granted in the United Kingdom, but shall not abridge or otherwise affect the right of any person ordinarily resident in Palestine, his agent or successor in business to continue any *bona fide* manufacture, use or sale commenced before the date of the publication by the United Kingdom Patent Office of the specification of the patent, and the continued manufacture, use or sale by such person or the use or sale of devices resulting from such manufacture or use shall not constitute an infringement of the exclusive privileges and rights enjoyed under the certificate of registration.

any person under or through whom he claims; or

- (ii) that the petitioner or any person under or through whom he claims was the true inventor of any invention included in the claim of the patentee; or
- (iii) that the petitioner or any person under or through whom he claims an interest in any trade, business or manufacture had publicly manufactured, used or sold within Palestine, before the date of the patent, anything claimed by the patentee as his invention.

Legal Proceedings.

Hearing with assessor.

23. (1) In any action or proceedings for infringement or revocation of a patent, the court may, if it thinks fit, call in the aid of an assessor specially qualified.

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Order for injunction.

24. In an action for infringement of a patent, the plaintiff shall be entitled to relief by way of injunction and damages:

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(3) The registrar shall advertise the application for a certificate of registration in such manner as may be prescribed, and any person may, at any time within two months from the date of such advertisement, give notice to the registrar of opposition to the issue of a certificate of registration on any of the grounds mentioned in section 11.

(4) Where notice of opposition is given, the registrar shall communicate the notice to the applicant and shall, on the expiration of the period of two months and after hearing the applicant and the opponent, if desirous of being heard, decide on the case.

(5) If there is no opposition or, in case of opposition, if the determination is in favour of the issue of the certificate of registration, the registrar shall cause the certificate of registration to be issued.

(6) The issue of a certificate of registration shall confer upon the owner thereof the like exclusive privileges and rights as if a patent had been issued to him under the provisions of this Ordinance and shall be subject to all the conditions and restrictions imposed upon a patent granted under this Ordinance.

(7) The exclusive privileges and rights so acquired shall date from the date of the patent granted in the United Kingdom, but shall not abridge or otherwise affect the right of any person ordinarily resident in Palestine, his agent or successor in business to continue any *bona fide* manufacture, use or sale commenced before the date of the publication by the United Kingdom Patent Office of the specification of the patent, and the continued manufacture, use or sale by such person or the use or sale of devices resulting from such manufacture or use shall not constitute an infringement of the exclusive privileges and rights enjoyed under the certificate of registration.

THE STATUTES OF THE REPUBLIC OF SINGAPORE

REGISTRATION OF UNITED KINGDOM PATENTS ACT

(CHAPTER 271)

1970 Ed. Cap. 199

Ordinances

2 of 1937

Amended by

55 of 1941

2 of 1947

6 of 1949

40 of 1952

3 of 1955

4 of 1959

72 of 1959

44 of 1970

S1702, 1705W

REVISED EDITION 1985

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1985

CHAPTER 271

1985 Ed.

Registration of United Kingdom Patents Act

ARRANGEMENT OF SECTIONS

Section	
1.	Short title.
2.	Interpretation.
3.	Application for registration in Singapore of patents granted in United Kingdom.
4.	Documents which must accompany application.
5.	Issue of certificate of registration.
6.	Rights conferred by certificate.
7.	Commencement and duration of rights.
8.	Special provisions as to vessels, aircraft and land vehicles.
9.	Powers of High Court.
10.	Amendment of specification and drawings.
11.	Registration of assignment or transmission.
12.	Registration of certain entries.
13.	Register of Patents.
14.	Inspection of Register and specifications.
15.	Certificate of Registrar or Registrar of Patents, Malaysia, to be <i>prima facie</i> evidence.
16.	Certified copies to be evidence.
17.	Power to make regulations.

An Act to provide for the registration in Singapore of letters patent granted in the United Kingdom.

[14th May 1937]

1. This Act may be cited as the Registration of United Kingdom Patents Act. Short title.

2. In this Act —

“patent” means letters patent for an invention;

“Registrar of Patents” means the person appointed as such by name or office by the President for the purposes of this Act; Interpre-
tation.

"Registrar of Patents, Malaysia" means the person for the time being appointed to that office under any written law of Malaysia corresponding to this Act.

Application
for registra-
tion in
Singapore of
patents
granted in
United
Kingdom.

3. Any person being a grantee of a patent in the United Kingdom or any person deriving his right from the grantee by assignment, transmission or other operation of law may apply to the Registrar of Patents within 3 years from the date of issue of the patent to have the patent registered in Singapore. Where any partial assignment or transmission has been made, all proper parties shall be joined in the application for registration:

Provided that the Registrar of Patents may in his discretion accept the application where it is shown to his satisfaction that for any reason the application could not be made within 3 years from the date of issue of the patent in the United Kingdom.

Documents
which must
accompany
application.

4. Every application under section 3 shall be accompanied by a certified copy of the specification or specifications including drawings, if any, of the United Kingdom patent and a certificate of the Comptroller-General of Patents, Designs and Trade Marks giving full particulars of the issue of the patent on such specification or specifications:

Provided that, when any such United Kingdom patent is already registered in Malaysia under the provisions of any written law corresponding to this Act relating to the registration of United Kingdom patents, the Registrar of Patents, in his discretion, may waive all or any of the requirements of this section absolutely, or subject to such conditions as he may think fit to impose.

Issue of
certificate of
registration.

5. Upon such application being received, together with the documents mentioned in section 4 and the application fee, the Registrar of Patents shall issue a certificate of registration.

Rights
conferred by
certificate

6. Such certificate of registration shall confer on the applicant privileges and rights, subject to any privileges or rights acquired under any previous Act of Singapore relating to inventions, similar in all respects to those conferred by the issue of the patent in the United Kingdom.

7.—(1) Privileges and rights so granted shall date from the date of the patent in the United Kingdom and shall continue in force only so long as the patent remains in force in the United Kingdom.

Commence-
ment and
duration
of rights.

Provided that no action for infringement shall be entertained in respect of any manufacture, use or sale of the invention prior to the date of issue of the certificate of registration in Singapore.

(2) Any extension, lapse, revocation and restoration after lapse in the United Kingdom of any patent registered under this Act may be notified by the grantee of that patent or any person deriving title under him to the Registrar of Patents who shall, on production of a certified copy of the order issued by the United Kingdom Patent Office within one year from the date thereof, enter the patent in the Register of Patents and shall issue a certificate in the prescribed form in respect of such entry. Any extension of the term, or restoration after lapse, of a patent in the United Kingdom shall, on such registration, have effect in Singapore to extend the term of the patent for the period the patent remains in force in the United Kingdom.

(3) Where any extension of the term of a patent in the United Kingdom or the ordering of a grant of a new patent fell due to be registered in the Straits Settlements during the period between 15th February 1942 and 31st December 1946 the certificate of registration shall not be deemed to have lapsed if notification thereof is given in accordance with subsection (2) save that the notification shall be made within 6 months from 31st December 1946.

(4) Notwithstanding subsections (2) and (3), the Registrar of Patents may, in his discretion, accept a notification under the provisions of those subsections where it is shown to his satisfaction that for any reason the notification could not be made within the period or before the date specified therein.

8.—(1) Subject to this section, the following shall not be deemed to constitute infringement:

(a) the use on board a foreign vessel of the patented invention in the body of the vessel or in the machinery, tackle, apparatus or other

Special
provisions as
to vessels,
aircraft and
land vehicles.

accessories thereof, if the vessel comes into the territorial waters of Singapore temporarily or accidentally only, and the invention is used exclusively for the actual needs of the vessel; or

(b) the use of the patented invention in the construction or working of a foreign aircraft or foreign land vehicle or of the accessories thereof if the aircraft or vehicle comes into Singapore temporarily or accidentally only.

(2) Subject to subsection (3), this section shall apply only to the vessels, aircraft and land vehicles of those foreign states with respect to which the President may by notification published in the *Gazette* declare them to be applicable and so long only in the case of the vessels, aircraft and land vehicles of each of such foreign states as the notification continues in force with respect to the vessels, aircraft and land vehicles of that state.

(3) The provisions of this section shall apply to vessels, aircraft and land vehicles of the United Kingdom, and the President may by notification apply those provisions to vessels, aircraft and land vehicles of any other part of the Commonwealth in like manner as to vessels, aircraft and land vehicles of a foreign state.

(4) For the purposes of this section —

“vessels” and “aircraft” shall be deemed to be vessels and aircraft of the country in which they are registered, and “land vehicles” shall be deemed to be vehicles of the country within which the owners are ordinarily resident;

“foreign state” shall be deemed to include any colony, protectorate, territory subject to the authority or under the suzerainty of a foreign state and any territory administered by a foreign state in accordance with a mandate from the League of Nations or under the trusteeship system of the United Nations.

Power of
High Court

9. The High Court shall have power, upon the application of any person who alleges that his interests have been prejudicially affected by the issue of a certificate of registration, to declare that the exclusive privileges and rights

conferred by that certificate of registration have not been acquired on any of the grounds *mutatis mutandis* upon which the United Kingdom patent might be revoked under the law for the time being in force in the United Kingdom. Such grounds shall be deemed to include the manufacture, use or sale of the invention in Singapore before the priority date applicable to the patent in the United Kingdom, but not to include the manufacture, use or sale of the invention in Singapore by some person or persons after the priority date applicable to the patent in the United Kingdom and before the date of the issue of the certificate of registration under section 5.

10. Whenever the specification or drawings of a United Kingdom patent registered in Singapore has or have been amended by way of disclaimer, correction or explanation, according to the law of the United Kingdom, a request, accompanied by a copy of the specification and drawings (if any) as amended, duly certified by the Comptroller-General of Patents, Designs and Trade Marks, may be made to the and drawings as amended, for the specification and drawings originally filed:

Amendment
of specification
and
drawings.

Provided that, in any case in which the requirements of section 4 have been waived under the proviso to that section, any such substitution lawfully effected in Malaysia by the Registrar of Patents, Malaysia, shall have effect in Singapore as if it had been effected by the Registrar of Patents under this Act.

11.—(1) When any person becomes entitled by assignment, transmission or operation of law to the privileges and rights conferred by a certificate of registration or to a share therein or becomes entitled as mortgagee, licensee or otherwise to any other interest therein, he or the assignor, mortgagor, licensor or other party to the instrument creating such interest may make application in the prescribed manner to the Registrar of Patents for the entry on the Register of Patents of particulars of such assignment, transmission, mortgage, licence or other instrument or of any event affecting the title or giving an interest therein.

Registration
of assignment
or trans-
mission.

(2) A document in respect of which no entry has been made in the Register of Patents under this section shall not

be admitted in any court as evidence of the title of any person to the privileges and rights conferred by a certificate of registration or to a share thereof or interest therein unless the court otherwise directs.

Registration
of certain
entries.

U.K. 12, 13
& 14
Cap. 271, 87.

12. Where a certificate has been issued by the Comptroller-General of Patents, Designs and Trade Marks, or by any other officer authorised to do so, under section 16 (8) of the Patents Act 1949, and where an entry in the United Kingdom Register of Patents has been rectified under that subsection, an application may be made to the Registrar of Patents accompanied by a certificate of such rectification under the seal of the United Kingdom Patent Office or a duly certified copy of the certificate issued by the Comptroller-General of Patents, Designs and Trade Marks that the entry may be made in the Register of Patents, and upon receipt of the application the Registrar shall make the necessary entries in the Register.

Register of
Patents.

13.—(1) There shall be kept at the office of the Registrar of Patents a book called the Register of Patents in which shall be entered the names and addresses of all persons to whom certificates of registration of patents have been issued under this Act, and of all notifications of assignments and of transmissions or of other instruments affecting the title or giving an interest in the patent, as provided in section 12.

(2) The Register of Patents shall be prima facie evidence of all matters directed or authorised by this Act to be inserted therein.

Inspection of
Register and
specifica-
tions.

14.—(1) The Register of Patents and the certified copies of specifications and drawings, if any, filed with the Registrar of Patents shall at convenient times be open to the inspection of the public, and certified copies under the hand of the Registrar of Patents of any entry in such Register shall be given to any person requiring the same upon payment of the prescribed fees.

(2) Nothing in this section shall impose upon the Registrar of Patents any duty to make available to the inspection of the public copies of specifications or drawings, in respect of any case in which the requirements of section 4 have been waived under the proviso to that section.

15. A certificate purporting to be under the hand of the Registrar of Patents or under the hand of the Registrar of Patents, Malaysia, as the case may be, as to any entry, matter or thing, which the Registrar of Patents or the Registrar of Patents, Malaysia, is authorised by this Act or by any rules made thereunder or by any written law in Malaysia, corresponding to this Act or to such rules, as the case may be, to make or do, shall be prima facie evidence of the entry having been made and of the contents thereof and of the matter or thing having been done or left undone.

Certificate of Registrar of Patents, Malaysia, to be prima facie evidence.

16. In any proceedings in any court, a printed, written or photographic copy or extract of or from any certified copy of any specification, drawing or other document filed with the Registrar of Patents or with the Registrar of Patents, Malaysia, or of or from Registers or other books in the custody of the Registrar of Patents or of the Registrar of Patents, Malaysia, shall be admissible in evidence without further proof or production of the originals, if —

Certified copies to be evidence.

(a) in the case of certified copies of specifications, drawings or other documents filed with the Registrar of Patents or of Registers or books in his custody, such printed, written or photographic copy or extract purports to be certified as a true copy under the hand of the Registrar of Patents; or

(b) in the case of certified copies of specifications, drawings or other documents filed with the Registrar of Patents, Malaysia, or of Registers or books in his custody, such printed, written or photographic copy or extract purports to be certified as a true copy under the hand of the Registrar of Patents, Malaysia.

17. The Minister may make such regulations as he may think expedient for regulating procedure under this Act and for prescribing the forms to be used and the fees to be paid in respect of proceedings under this Act.

Power to make regulations.

KATZAROV'S

Manual

on

Industrial Property

ALL OVER THE WORLD

Established in 1924

by

Prof. Karel Katzarov

prepared

by

ANDRÉ REVERDIN

and

FELIX SCHLAEFFER

(Katzarov S.A.)

Paris - Katowice, Genève

SIX EDITION

1981

16th revision 1990

3. FILING

Applicant: the proprietor of a U.K. or a European (U.K.) Patent. **Kinds:** U.K. Patents or European (U.K.) Patents may be registered, provided that application for registration in Singapore is filed within three years from the sealing of the U.K. Patents or European (U.K.) Patents.

Requirements (to be sent to resident agent for filing of application):

1. Power of Attorney, not legalised
2. Certified copy of complete specification of U.K. Patent or European (U.K.) Patent with drawings and a certified translation in English if the specification is not in English.
3. Certificate of U.K. Comptroller.

4. EXAMINATION

Examination: no examination as to novelty. **Opposition:** no provision. The High Court has the power to declare that the exclusive privileges and rights conferred by the Singapore Patent registration have not been acquired on the same grounds upon which a U.K. Patent might be revoked. **Publication:** in the Official Gazette.

5. PROTECTION

Registration: upon acceptance of the application, a Certificate of Registration is issued. Such Certificate of Registration confers on the applicant privileges and rights similar to those conferred by the U.K. or European (U.K.) Patent and date from the date of the said patent. **Duration:** same as the corresponding U.K. or European (U.K.) Patent.

Assignment:

- a) If the entire patent rights are assigned, a certified extract of the U.K. Register must be filed.
- b) If only the rights pertaining to Singapore are assigned, the actual Assignment Deed, stamped in Singapore, executed by both parties and a Power of Attorney must be filed.

Working: a compulsory licence can be granted if a patent is not sufficiently worked after Class. subclass D, of the International Classification or at least 50% of Class B, H, medicinal or food, processes for producing such substances or surgical or curative devices.

III. TRADE MARKS

1. LEGAL BASIS

— Trade Marks Act (Cap. 38C)



Ministry of Justice
Patent Office

משרד המשפטים
אגף הפטנטים

ירושלים, יט' בחשוון תשנ"ד
3 בנובמבר 1993

os313.let

לכבוד
כב' שר המשפטים
באמצעות מר חיים קלוגמן
מנכ"ל
משרד המשפטים

כבוד השר,

הנדון: השפעות המו"מ עם הפלשתינאים על פעילות משרד המשפטים

עפ"י בקשת כב' ובעקבות הישיבה שהתקיימה בלשכת כב' ביום 29 באוקטובר 1993, ובהמשך למכתבי מיום 25 באוקטובר 1993 על צירופו, ברצוני להציע לכב' את הפתרונות הבאים לבעיות שהועלו בנייר העבודה שהוכן על ידי, (הפתרונות המוצעים יחולו על השטח האוטונומי במחלק תקופת הביניים, דהיינו, עד לביצוע של השלב הסופי):

א. כל פטנט, מדגם סימן מסחר וכינוי מקור (להלן - קניין רוחני) הרישום בישראל יהיה בר תוקף הן בארץ והן בכל שטח האוטונומיה.

ב. תושב השטח האוטונומי המעוניין לרשום קניין רוחני, יצטרך לעשות כן אך ורק במשרד המשפטים אגף הפטנטים הישראלי.

ג. הסמכויות עפ"י החקיקה הישראלית חניתנות לרשם הפטנטים, המדגמים וסימני המסחר (להלן - הרשם) תחולנה גם על תושבי השטח האוטונומי.

ד. הסמכויות עפ"י החקיקה הישראלית חניתנות לבתי המשפט בישראל בכל הנוגע לקניין רוחני, תחולנה גם על תושבי השטח האוטונומי.

ה. הפרת הזכויות חניתנות עפ"י החקיקה הישראלית לבעלי קניין רוחני, ולבעלי זכות יוצרים שתקיים בשטח האוטונומי תיחשב כהפרה שנעשתה בישראל.

Ministry of Justice
Patent Office

משרד המשפטים
אגף הפטנטים

- 2 -

ו. אכיפת החלטות הרשם ואכיפת פטקי חדין של בתי המשפט בישראל תחולנה גם על השטח האוטונומי ועל נושביו.

ב ב ר כ ח



מיכאל אופיר
רשם הפטנטים

העתק: מר חיים קלוגמן, מנכ"ל משרד המשפטים
גב' לבנה דנקר, מנהלת לשכת חשר
מר אריה לית, סגן רשם הפטנטים

מדינת ישראל

משרד המשפטים

(197מ)

תאריך 24/3/94

פקסימיליה

אל: ג'ל' גל' בקר

מס' פקס: 514836

מאת: ג.ל' בקר

6

מספר הדפים כולל דף זה

הערות: בדיון, לראשונה, אק' ואל' ב'ק' ה'ל' ל'מ'ן ב'ל' ו'ל' ב'ל' ל'ל'ק' ה'ל' ל'ק' - ב'ל' ו'ל' ב'ל' ל'ל'ק'.

ת' ל'ג'מ'

ג.ל'

אם החומר לא נתקבל בשלמותו נא להתקשר לטלפון:

מדינת ישראל
STATE OF ISRAEL

Ministry of Justice
Patent Office

משרד המשפטים
אגף הפטנטים

שאלות בנוגע לאוטונומיה וקניין תעשייתי ורוחני

א. משפטי

1. תוקפו של פטנט מדגם או סימן מסחר בשטחים האוטונומיים, האם חרישום בישראל מחוזה הגנה אוטומטית גם בשטחים או יהיה צורך לרשום שם.

2. תוקפן של רישום בשטחים (רמאלה) בישראל.

3. זכות יוצרים

4. למי תהיה הזכות לדון בהתנגדות א בחפרה.

ב. חלשכה

עקב האוטונומיה ואם יבוטל החרם חערבי צפוי הגדלה ניכרת של בקשות פטנט, מדגם וסימן מסחר. עקב כך יהיה צורך להגדיל צוות העובדים ושטח חלשכה.

ג. אפשרויות לעתיד.

בישראל חוקים לקניין תעשייתי ורוחני מודרניים. ישנם כוח אדם בעל מיומנות גדולה וידע רב.

ישראל מסוגלת להשתמש כמרכז חיפוש ובחינה בדומה למרכז האירופאי.

רישום פטנטים, מדגמים וסימני מסחר והמצב המשפטי לגבי זכות יוצרים
ביהודה, בשומרון ובחבל עזה (לחלן - השטחים).

1. המצב הנוכחי

(1) החקיקה הישראלית באשר לפטנטים, מדגמים, סימני מסחר וזכות יוצרים אינה חלה על השטחים.

(2) אדם המעוניין להגן על אמצאיו, מדגם או סימן מסחר חייב להגיש בקשה בחתום בשטחים.

(3) אשר לעזה

א. ניתן להגיש בקשות לפטנט, למדגם ולסימן מסחר בחתום לחוראות הקבועות ב-Palestine Patents and Designs Ordinance, וב-Palestine Trademarks Ordinance, 1938 הכל לפי העניין.

ב. המצב אינו ברור לגבי זכות יוצרים. בדומה לרוב מוחלט של ארצות אחרות לא ניתן לרשום בארץ זכות יוצרים על יצירות המיוצרות על ידי יוצרים. חוק זכות היוצרים והפקודה מגינים על יצירות בישראל אך קרוב לוודאי שהן אינן מוגנות בעזה - זבר שמאפשר העתקה שם ללא הסכמתו של היוצר הישראלי.

(4) אשר ליחודה ושומרון -

ניתן להגיש שם בקשות לפטנט ולסימן מסחר, עפ"י החוק הירדני בלשכה שהוקמה ברמלה בחתום לחקיקה הירדנית ולצו שניתן על ידי הממשל הצבאי.

2. שאלות המשפטיות העלולות להתעורר לאחר מתן האוטונומיה

(1) האם וכיצד יינתן להגן בשטחים על אמצאות, מדגמים, סימני מסחר וזכות יוצרים המוגנים בישראל?

(2) האם וכיצד יינתן לחגן בישראל על אמצאות, מדגמים, סימני מסחר וזכות יוצרים המוגנים בשטחים?

(3) האם הפלשתינאים מתכוונים להקים בשטחים משרדי פטנטים, מדגמים וסימני מסחר?

(4) האם הארגון הבינלאומי לקניין רוחני (World Intellectual Property Organization) יקבל את השטחים אשר לגביהם ניתנה אוטונומיה כחבר של הארגון הזה - דבר שיאפשר לשטחים לחצטרף לאמנת פריז (באשר לפטנטים, מדגמים וסימני מסחר) ולאמנת ברן (לגבי זכות יוצרים)? אם התשובה היא שלילית נשאלת השאלה האם יינתן לערוך חסכם דו צדדי בין ישראל לבין השטחים בדבר הכרה חודית של הזכויות הנוגעות לשטח הקניין הרוחני?

(5) האם וכיצד למנוע מצב שיאפשר לתעשיינים להקים תעשיות בשטחים ולהשתמש בסימני המסחר שלהם מבלי לקבל את רשותם של בעלי הזכויות בישראל, להעתיק את אמצאותיהם ואת מדגמיהם המוגנים בישראל ולייצא את המוצרים לארצות שבהן חס לא מוגנים? העתקה כאמור עלולת לחשפיע באופן רציני על החגנה העתידית על קניין רוחני בישראל ומחוצה לה.

(6) מה יהיה המצב המשפטי בדבר החגנה על קניין רוחני לגבי הישובים היהודיים שעליהם לא תחול האוטונומיה?

י' בחשבון התשנ"ד
25 באוקטובר 1993



מיכאל אופיר

רשם הפטנטים, המדגמים

וסימני מסחר

מדינת ישראל
משרד המשפטים

כ"ו בניסן תשנ"ד
6 באפריל 1994
(440פ)

אל: גב' תמר הקר, היועצת המשפטית למשרד האוצר
מאת: פרץ סגל

הנדון: פטנטים וכן' - מו"מ עם הפלסטינים
סימוכין: פקט שלך מחבוקר

שווחתי עם רשם הפטנטים מר מיכאל אופיר וכן עם מר אלן זינובכט על נוסח הסעיף ששלחת, וכן על התוספות המפורטות להלן שאני מציע להוסיף בהמשך לסעיף שניסתת, והן מקובלות עליהן.

1. הרישום הקיים של פטנטים, מדגמים סימני מסחר בישראל, ביו"ש ובעזה יהיה תקף בתחומם של שני הצדדים, וכל ההגנות הקיימות לפי המצב המשפטי הקיים תשמרנה על ידיהם. לא יחוקק שום חוק בנוגע לרישומים האמורים או להגנה עליהם בתחומי הרשות הפלסטינית בלי הסכמתה של ישראל. (סעיף זה ניתן לנסחו באופן חדדי אם הדבר ידרש במו"מ.)

2. סמכות השיפוט בתלונה על הפרה או פגיעה בפטנט, במדגם או בסימן מסחר תהיה במקום שבו הוא נרשם תחילה. במקרה של תלונה על הפרה אי פגיעה בזכות יוצרים סמכות השיפוט תהיה ברשות שיש לה סמכות שיפוט על בעל זכות היוצרים.

3. במקרה של תלונה כאמור, ינקוט כל צד את כל האמצעים שידרשו על מנת להגן על זכויות בעל הרישום או זכות היוצרים, לרבות הפסקת ההפרה או הפגיעה על ידי מניעת ייצורו, הפצתו או מכירתו של הדבר שלגביו רישו גשה התלונה.

רח' צלאח א-דין 29 ת"ד 1087 י-ם מיקוד 91010 טל' 708511 נקס 869473

4. בקשה לנקיטת אמצעים כאמור בסעיף 3 תוגש לוועדה משותפת שתוכם על ידי הצדדים, והיא תהיה מוסמכת להורות על נקיטתם על פי החלטת 'מוסד השיפוט' המוסמך כאמור בסעיף 2, ואם עדיין לא נתנה החלטה שיפוטית על פי החלטתה.

בברכה,

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מדינת ישראל
משרד המשפטים

י"ב בניסן תשנ"ד
23 במרץ 1994
(5433)

אלו גב' חסר חסר, וזיועא המשפטית לשירות המבחן
ושאלו פרץ טגל

הנדון: רישום סטטיסטי באוטונומיה

1. כשטנו שוחחתי על חנושא עם עו"ד איבן גבריאל, שהוא מהמומחים בתחום, הן מבחינת מעשית והן מבחינת עיונית (הוא סמך דיני סטטיסטי באוטונומיה ת"א), ואף סבור חיסב את המצב האממני בישראל. לדעתו החוק של מינומיר המצ"ב יכול להיות דגם רצוי לשחירת חנושא באוטונומיה. לדעתו רצוי היה לשמח את עו"ד גבריאלי בצורת שיקור את החוק בנושא זה, אולם כפי שמרתו כך הוא לא יוכל להחפנות לפני ת-15/4. אם אין לדעתו רצוי לשמח סומחה לחוק מתיא למשרדי המשפחה, ויא ניתן לשונן על המועד האפור, ניהולכמש מעו"ד ד"ר שלמה כהן, שהוא מומחה בתחום המשפטי והכי כוועדה של משרד המשפטים לעניין סטטיסטי ומירגמים, שישמחי בצורה.

2. כפי שמרתו לי אמורה מוכירתו, ייווכן ויחיה צווין לכנס את הצוות עוד בחול המועד, לכיכד לא תיאמני עניין ישימה. לכן החשימה על מי שחיה להציע שישמחי בצורתו: מיכאל אופיר, דגם הכוננים סא"ל יאיר כומוסיין, יועמ"ש עזה; מני מדור, מייס קאמ ואלכו ויסמל וששרדו.

3. אנה הודיעי לי את דעתו בעניין צומו של ד"ר שלמה כהן, ואם להכוע שיהיה לועל המועד או לאתו.

4. כמו כן נראה לי שאכתי לככוע צווין בנושא איריות הישות החכאונות

לחברות המינהל והמורה כי הלימוד העליון והשקטת רכושיהם לדוגמה - סערת השעות
 אצל שר המשפטים. לא ידוע לי שנערך דיון המשרד לנסות להקים על סעיף 14
 לחסכם עזה וריתור ששומר לעצמה על הנשיא, הממשלה והתקשורת לזכויות (נסח
 מתוקן לו רצ"ב הצעתי).

בניסח.

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