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The Multinational Presence in Al-Haram al-Sharif / Temple Mount Compound

- Special Representative
- Donors Group
- Security and Conservation Unit
- Dispute Settlement Mechanism
- Identification
- Training and Orientation

1. General

1. Purpose and Goal:

The Multinational Presence is established in order to monitor, verify, and assist in the implementation of the Parties' mutual obligations under the Agreement concerning al-Haram al-Sharif/ Temple Mount (Compound).

2. Composition and Structure:

- a. The Multinational Presence shall include:
 - i. Representatives of the member countries and organizations of the IVG.
 - ii. Representatives of the member countries of the Organization of the Islamic Conference (OIC).
- b. The Parties may agree to add to the Multinational Presence additional member countries and/or organizations, both regional and international.
- c. The organs and bodies of the Multinational Presence shall be as follows:
 - i. The Special Representative.
 - ii. The Donors Group.
 - iii. The Security and Conservation Unit.
- d. The Multinational Presence shall establish a Dispute Settlement Mechanism.
- e. The Multinational Presence may decide, with the agreement of the Parties, to establish additional organs and bodies, as it deems necessary for the fulfillment of its tasks.
- f. The Multinational Presence permanent headquarters shall be at al-Haram al-Sharif/ Temple Mount, or close to it.

3. Responsibilities and Functions:

- a. The Multinational Presence shall have the responsibilities and functions set out in the Agreement, including, inter alia, the following:
 - i. Monitor, verify, and assist in the implementation of the agreement.
 - ii. Confirm security and conservation in al-Haram al-Sharif/ Temple Mount.
 - iii. Resolve any problems arising in al-Haram al-Sharif/ Temple Mount.

- iv. Assure that no digging, excavation, or construction is done on or beneath the Compound, unless approved by the two Parties.
 - v. Assure that regular maintenance and emergency repairs on the Compound shall not contradict the agreement between the Parties.
 - vi. Enable religious worship or decorum on the site and assure that visitors shall be allowed access to the site as long as it does not interfere with religious practices as defined by the Waqf.
- b. Additional responsibilities and functions may be added to the Multinational Presence by the Parties, in a written agreement to be submitted by them to the Special Representative.
 - c. The working language of the Multinational Presence shall be English.

4. Expenses and Financing:

- a. The expenses of the Multinational Presence shall be borne by the UN, the OIC, the members of the IVG and the Parties.
- b. The Special Representative, with the assistance of the Parties, the OIC and the members of the IVG, shall establish a Multinational Presence Donors Group (Donors Group), comprised of non-member countries and/or organizations willing to contribute to the success of the Multinational Presence and the Agreement. The expenses of the Multinational Presence not covered by the UN, the OIC, the members of the IVG and the Parties, shall be borne by the donors group.
- c. The Multinational Presence shall strive to maximize local and regional purchasing and procuring for its activities.
- d. The Special Representative shall prepare a budget for each financial year, to be approved by the International Group and the Parties. Once approved, the budget shall serve to fund the operations of the Multinational Presence, as determined by the Special Representative. The financial year for the purpose of the Multinational Presence budget shall be from 01/01 to 31/12.

- e. For the period prior to the 1st of January of the year following the signing of the agreement the budget of the Multinational Presence shall consist of such sums as the Special Representative shall receive during this period.
- f. The Special Representative will prepare financial regulations consistent with this Agreement, and shall submit them for the approval of the International Group and the Parties no later than _____. These regulations shall include a budgetary process which takes into account the budgetary cycles of the contributing countries and organizations.
- g. Once every financial year, the Special Representative shall convene a special annual plenary (the Plenary) comprised of representatives of the Parties, the Members, the International Group and the Donor Group, to present and discuss the Multinational Presence compliance with its work-plan and budget for the current financial year and its proposed work-plan and budget for the next financial year.

5. Relations with the Parties:

- a. A Trilateral Committee, composed of the Special Representative and a Palestinian-Israeli High Steering Committee, shall serve as the most senior forum for coordination between the Parties and the Multinational Presence in relation to the implementation of the Agreement and for mutual review of such implementation.
- b. The Trilateral Committee shall convene for its regular meetings at least once a month. In addition, the Trilateral Committee shall convene for a special session within 48 hours of the request of either of the Parties or of the Multinational Presence to the Secretariat.
- c. In addition to the Trilateral Committee, the Multinational Presence shall be represented in the various committees and groups established under the Agreement, as detailed there under, and in other committees, groups or bodies as shall be agreed upon by the Parties.

6. **Privileges and Immunities:**

- a. Representatives of the Multinational Presence, the Special Representative and the various employees of and participants in the Multinational Presence's organs and bodies shall be entitled to privileges and immunities as detailed in the Participation Agreement.
- b. Representatives of the Multinational Presence, the Special Representative and the various employees of and participants in the Multinational Presence's organs and bodies shall enjoy freedom of movement within the territory of the Parties, as required for the performance of their responsibilities under the Agreement, in accordance with modalities to be developed by the Special Representative with the Parties.

7. **Duration:**

- a. The Multinational Presence shall exist until otherwise agreed by the Parties.

2. The Special Representative

1. The Special Representative shall be appointed by the International Group, in consultation with the Parties, and shall serve a term of four years. The International Group, in consultation with the Parties, may decide on the renewal of the term of a Special Representative, or on the replacement of the Special Representative, prior to the expiration of his term.
2. As the principal executive of the Multinational Presence, the Special Representative shall be based at the Multinational Presence headquarters in al-Haram al-Sharif/ Temple Mount (Compound) or nearby and shall be responsible for the direction and management of the Multinational Presence. For this purpose, the Special Representative is authorized to act on the behalf of the Multinational Presence, including through the employment of personnel, the contracting, acquisition and disposal of property and services, the institution of legal proceedings and any other reasonable action necessary and proper for the fulfillment of his/her responsibilities.
3. As part of his functions, the Special Representative shall serve as the chairman of the Trilateral Committee, which shall also include both Parties' respective members of the Israeli-Palestinian High Steering Committee. The Special Representative shall be responsible for convening the Trilateral Committee on a monthly basis, or more often, upon request of any of the members of the Trilateral Committee.
4. The Special Representative shall be responsible, inter alia, for appointing, in consultation with the International Group and the Parties, the Commander and Deputy Commander of the Security and Conservation Unit (SCU).
5. The Special Representative shall periodically update and report to the Parties and the International Group regarding the activities of the Multinational Presence and its fulfillment of its responsibilities under the Agreement.
6. The Special Representative shall request those nations and organizations agreeable to the Parties to supply contingents of personnel and/or equipment to the SCU in accordance with the Participation Agreement.
7. The Special Representative shall impress upon contributing nations and organizations the importance of continuity of service, and shall obtain their agreement not to withdraw their contingents without adequate prior notification to the Special Representative, as specified in the Participation Agreement.

3. The Donors Group

1. The Donors Group shall be comprised of all countries and organizations who have undertaken an obligation for financial, personnel, logistic or other support for the Multinational Presence for the next financial year.
2. Members of the Donors Group shall receive periodic updates and reports from the Special Representative and the Secretariat regarding the activities of the Multinational Presence and its fulfillment of its responsibilities under the Agreement, as well as the use made of their contributions.
3. Once a year, the members of the Donors Group shall be invited to participate in the Plenary, in which the Special Representative will present and discuss the Multinational Presences compliance with its work-plan and budget for the current financial year and its proposed work-plan and budget for the next financial year.
4. All financial contributions to the Multinational Presence shall conform to the financial year adopted by the Multinational Presence for its operations.
5. All obligations for personnel and logistic support shall be for periods which shall be of sufficient length so as to enable the Multinational Presence to integrate them into its operation with a minimum of turnaround.
6. The Special Representative shall develop criteria, conditions and requirements for financial, personnel and logistic support for the Multinational Presence.
7. The Multinational Presence and the Special Representative shall serve as the primary mechanism for discussion and dialogue between a donor country or organization and one or both of the Parties, in relation to the Multinational Presence.

4. The Security and Conservation Unit (SCU)

General

1. The Multinational Presence will establish a Security and Conservation Unit (SCU), to guarantee security in al-Haram al-Sharif/ Temple Mount (Compound) and its conservation, act as a deterrent, and oversee the implementation of the relevant provisions of the Agreement.
2. The SCU shall be deployed adjacent to al-Haram al-Sharif/ Temple Mount (Compound) and its Headquarters shall be established at an agreed upon location there.
3. The SCU will use the IVG Secretariat and Support Unit, and will get logistic assistance necessary from the IVG and the PU in order to fulfill its duties.
4. The Commander and Deputy Commander of the SCU shall be appointed by and shall report to the Special Representative. The Commander and Deputy Commander of the SCU shall be from different countries/nationalities.
5. The Commander of the SCU shall be a former or current police officer holding the rank equivalent of Major General or above. The Deputy Commander of the SCU shall be a former or current police officer holding the rank equivalent of Brigadier General or above.
6. Both the Commander and Deputy Commander of the SCU shall serve for a minimum term of two years. In order to ensure maximum continuity, the Special Representative shall make best efforts not to replace both the Commander and Deputy Commander during the same year.
7. The SCU shall consist of a Headquarters, a Security Component (SC), and a Compound Observer Unit (COU).
8. All members of the SCU, including the SC and the COU, shall be under the full command authority of the Commander of the SCU, who shall promulgate the SCU's Standing Operating Procedures. The Commander of the SCU shall establish a chain of command incorporating the commanders of contingents made available to the SCU through national or organizational contributions.

9. The Commander of the SCU shall have a general responsibility for the good order of the SCU and all its members. The Commander of the SCU shall, in coordination with the Special Representative, develop procedures for the coordination of disciplinary measures between the SCU and the contributing countries and/or organizations.
10. Other than the SC, the other elements of the SCU shall be unarmed.
11. The Commander of the SCU shall establish a Compound Coordination Committee (CCC). The CCC shall be comprised of the Commander or Deputy Commander of the SCU, and appropriate representatives of the Parties.
12. The CCC shall serve as the primary forum for coordination and liaison between the Parties and the SCU.
13. The CCC shall also include a Subcommittee for Intelligence Cooperation (SIC) that will work closely with the PU.
14. The SCU shall establish a Joint SCU-Palestine Operations Center (JOC), at SCU Headquarters.
15. While fulfilling its mandate, as detailed above, the SCU is bound to preserve, and refrain from disrupting, the daily life and historic character of the Old City and al-Haram al-Sharif/ Temple Mount (Compound). Accordingly, the SCU shall be guided by a policy of restraint in all of its activities.
16. The SCU shall maintain and operate a Joint Situation Room (JSR) in the Old City, which shall include members of both Parties. The JSR shall serve as a joint command center for emergency, crisis and cooperative situations and operations in al-Haram al-Sharif/ Temple Mount (Compound).

SCU Headquarters

17. The SCU Headquarters will be organized to fulfill its duties in accordance with the Agreement and this Annex. It shall be manned by staff-trained officers of appropriate rank, provided by troop-contributing countries and organizations. Its organization will be determined by the Commander of the SCU, who will assign staff positions on an equitable national/organizational basis.

The Security Component

18. The SC shall be responsible for the following:
 - a. Security of citizens and tourists.
 - b. Keeping the conservation of al-Haram al-Sharif/ Temple Mount (Compound).
 - c. Assisting the Palestinian police forces in al-Haram al-Sharif/ Temple Mount (Compound) to perform its duties, in agreed-upon activities.
 - d. Serving as a mechanism for defusing localized tensions and resolving local disputes in al-Haram al-Sharif/ Temple Mount (Compound).
19. The SC shall consist of up to 150 police officers.
20. The SC headquarters will be located at an agreed upon location in the Compound or at an adjacent area.
21. The SC may be equipped with concealed weapons for self defense purposes. Apart from the above, the SC may not deploy, use or maintain firearms. The Rules of Engagement of the SC shall be developed by the Commander of the SCU, together with the Special Representative and the Parties.
22. Members of the SC shall be chosen by the Commander of the SCU, from nationalities agreed to by the Parties and the Special Representative. All members of the SC must meet the following conditions:
 - a. At least 10 years professional experience in police duties.
 - b. Full fluency in English. At least 40% should be also fluent in Arabic and 10% should be fluent in Hebrew.
 - c. Graduation from the Multinational Presence Pre-Deployment Course, to be developed by the Special Representative.

The Compound Observer Unit (COU)

23. The COU shall be responsible for the following:
 - a. Monitoring and verifying the implementation of the agreement.
 - b. Monitoring the Palestinian Security forces and their conduct within the al-Haram al-Sharif/ Temple Mount (Compound).
 - c. Assuring that no digging, excavation, or construction is done on or beneath the Compound, unless approved by the two Parties.
 - d. Assuring that regular maintenance and emergency repairs on the Compound shall not contradict the agreement between the Parties.
 - e. Enabling religious worship or decorum on the site and assuring that visitors shall be allowed access to the site as long as it does not interfere with religious practices as defined by the Waqf.
24. The COU will consist 12 civilian observers, including members of UNESCO.
25. The COU may operate fixed observation posts inside al-Haram al-Sharif/ Temple Mount (Compound).
26. Members of the COU shall be chosen by the Commander of the SCU, from nationalities agreed to by the Parties and the Special Representative. All members of the COU must meet the following conditions:
 - a. At least 10 years professional experience with diplomatic, cultural heritage or equivalent experience.
 - b. Full fluency in English. At least 40% should be also fluent in Arabic.
 - c. Graduation from the Multinational Presence Pre-Deployment Course, to be developed by the Special Representative.

5. The Dispute Settlement Mechanism

1. The Parties shall strive to resolve all disputes relating to the interpretation or application of the Agreement through negotiations and with help – if needed – of professional international organizations, bodies and experts.
2. The High Steering Committee shall serve as the highest forum for the resolution of disputes between the Parties.
3. If a dispute is not settled promptly through negotiations, including by the High Steering Committee, either Party may submit the dispute to mediation and conciliation by sending a formal request to the Special Representative (the “Multinational Presence Dispute Resolution Request”).
4. Upon receipt of the Dispute Resolution Request, the Special Representative shall immediately enter into discussions with the Parties in order to ascertain the facts of the dispute and to prepare a recommendation to the Parties concerning the mediation and conciliation mechanism appropriate for the specific dispute and on the identity of the recommended mediator/ conciliator.
5. The Parties will decide on the mechanism of mediation and conciliation to be adopted, as well as on the identity of the mediator or conciliator, whilst giving high consideration to the recommendations of the Special Representative in this regard.
6. In the event that the Parties agree that they are unable to resolve the dispute within 14 days through the Multinational Presence mediation and conciliation mechanism adopted under this Article, either Party may refer the dispute to additional dispute resolution mechanisms, under Articles 16(4) of the Agreement.
7. Upon the conclusion of a Multinational Presence dispute resolution process, the Special Representative shall prepare for the Parties a report, detailing the background of the dispute and the results of the Multinational Presence dispute resolution process. The Secretariat shall maintain an archive of all such dispute resolution reports.

6. Identification

1. The Multinational Presence will have an emblem as coordinated with the Parties.
2. Multinational Presence personnel will carry a Multinational Presence identification card, in English, Arabic and Hebrew, to be issued by the Multinational Presence, in accordance with modalities to be developed by the Special Representative with the Parties.

7. Training and Orientation

1. The Multinational Presence shall develop detailed training and orientation courses and materials for the various elements of the Multinational Presence, including those courses detailed above, to ensure that all Multinational Presence personnel commence their activities in the region with a good understanding of the realities and sensitivities of the situation and their role and position therein.

Organization Chart Multinational Presence (Compound)





