

The Israel-PLO Agreement and Self-Determination

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I. Introductory Remarks

It is well known that the question of how to realize the right of Palestinians to self-determination has become one of the most crucial and tricky issues in international relations. The UN General Assembly proclaimed this right, in general terms, on 10 December 1969 (Resolution 2535 B XXIV) and then, more clearly, on 8 December 1970 (Resolution 2672 C XXV). In subsequent years it reiterated this proclamation. Since then all member States of the world community have acknowledged that the Palestinians have a right to self-determination (although without specifying how this right should be realized). By contrast, Israel initially held the view that the right at issue had already been achieved by the Palestinian Arabs through the formation of their own State, namely Jordan.¹ Subsequently, however, Israel has taken a more flexible attitude.²

On 13 September 1993 Israel and the PLO signed a 'Declaration of Principles on Interim Self-Government Arrangements'.³ A peaceful process was thus initiated that could (or should) lead to a final settlement of this age-old question. It will be opportune to briefly appraise the Declaration from the viewpoint of self-determination of Palestinians. In this respect, a few points can be made.

II. General Remarks on Some Striking Features of the Agreement

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1 See the statement in the UN General Assembly by the Israeli delegate Prof. Blum: GAOR XXXVth Session, Plenary meetings, 77th Meet., at 1318 (paras. 108-109 and 112-113).

2 In 1988, the Israeli delegate to the Third Committee of the General Assembly stated that: 'Israel believed that true negotiated peace with all its neighbours was feasible, and that within the framework a solution could be found to the problems and aspirations of the Palestinians. Israel had committed itself, as a signatory to the Camp David Accords, to seek and obtain a resolution to the Palestinian problem in all its aspects and had recognized the legitimate rights of the Palestinians.' UN Doc. A/C.3/43/SR.23, 23. See also Peres, 'A Strategy for Peace in the Middle East', 58 *Foreign Affairs* (1980) 892 et seq.

3 Text published by the Government of Israel, Ministry of Education and Culture, Central Office of Information, and Ministry of Foreign Affairs, September 1993. The text of the Agreement is reprinted below at 572.

The Declaration shows some unique legal traits. It essentially includes very few *immediately operative obligations*; it chiefly lays down a set of *political goals*, and *general guidelines* for further negotiations, and a *fairly specific time-table*. The Declaration is in substance a sort of overall framework or 'accord-quadre', which establishes a few general reference points, and postpones the settlement of the major bones of contention for future negotiation. These last issues include, apart from the question of external self-determination just mentioned, the problems of Jerusalem, of Palestinians displaced after the 1967 war, the issue of the Israeli settlements in the occupied territories, security arrangements, the interim and final control over public lands and water resources, the question of defining a border, and others. On close scrutiny, the Declaration can be regarded as a mixture of various types of legal undertakings. This is an interesting point, on which it is fitting to dwell, if only briefly.

The Declaration contains *three classes of legal commitments*:

- (1) some obligations become operative upon the entry into force of the Declaration (one month after the signature). These concern:
 - (i) the establishment of the Joint Israeli-Palestinian Liaison Committee (Article X), and
 - (ii) the establishment of the Israeli-Palestinian Economic Cooperation Committee (Article XI and Annex III);
 - (iii) the obligation to 'redeploy' Israeli military forces in the West Bank and the Gaza Strip 'outside populated areas' (Article XIII(1) and (2)); and
 - (iv) the obligation to commence transferring 'powers and responsibilities' 'from the Israeli military government and its Civil Administration to the authorized Palestinians for this task' (Article VI).
- (2) a set of *pacta de contrahendo*, namely obligations to conclude agreements. These include:
 - (i) an undertaking to enter – within two months of the entry into force of the Declaration – into an agreement concerning the withdrawal of Israeli forces from the Gaza Strip and the Jericho Area (Annex II; see also Article XIV);
 - (ii) an obligation to make an agreement 'on the exact mode and conditions of the [political] elections' in the West Bank and Gaza Strip (Article III and Annex I);
 - (iii) an obligation to conclude the 'interim Agreement' establishing, among other things the '[Palestinian] Council' (Articles VII, VIII and IX⁴);
 - (iv) a duty to conclude an agreement setting up a 'mechanism for conciliation' in case of failure of negotiations for the settling of disputes concerning the interpretation or the application of the Declaration (Article XV(2)).
- (3) a set of *pacta de negotiando*, that is obligations to negotiate future agreements:
 - (i) a duty to negotiate on the 'permanent status' of the territories (Article V(2), (3) and (4));
 - (ii) an undertaking to negotiate, as between the two contracting parties and with Jordan and Egypt, with a view to promoting cooperation and in particular establishing a 'Continuing Committee' 'that will decide by agreement on the modalities of admission of persons displaced from the West Bank and Gaza Strip in 1967' (Article XII);

⁴ Although Art.VII(1) states that the parties 'will negotiate' an agreement, the wording of paras. 2-4 of the same Article as well as VIII and IX make it clear that we are here faced with a duty proper to enter into an agreement. This is further indicated by the fact that the basic points of the content of the agreement are clearly set out.

- (iii) a duty to negotiate with a view to settling possible disputes about the interpretation or application of the Declaration.

It is important to note that the Declaration includes a host of *pacta de contrahendo* and also *pacta de negotiando*.⁵ Although the text of the Declaration features some hasty drafting, the contention can be made that it is by no means a mere set of political commitments. No one could entertain any doubt about the first class of undertakings mentioned above; but the same holds true for the other two classes as well. Indeed, these two categories of international obligations are indicative both of the intent of the contracting parties – long at loggerheads with each other – to gradually come to a final settlement, and of the host of political, military, economic and social hurdles that stand in the way of this settlement.⁶

What distinguishes the two classes of obligations? In the case of *pacta de contrahendo* the contracting parties (1) clearly lay down an obligation to conclude an agreement, and in addition (2) outline the basic content of the future agreement. These *pacta* do not impose obligations *si voluero* that are subject to the persisting will of all contracting parties to enter into the future agreement. They go much further than that: they make it incumbent upon the parties to agree upon a specific legal regulation of the matter outlined in generic terms in the *pactum*. Since the parties must act in good faith, it follows that if one of them refuses to make the agreement or finds pretexts for delaying its conclusion, it is in breach of international law. Consequently, the

⁵ On these various notions, see G. Morelli, *La sentenza internazionale* (1931) 14-16, 132-135, 140-143, 154-155; H. Kelsen, *Principles of International Law* (1952) 342-343; L. Oppenheim and H. Lauterpacht, *International Law I* (8th ed., 1955) 890-891; A.D. McNair, *The Law of Treaties* (1961) 27-29; Dischler, 'Pactum de contrahendo', in K. Strupp and H.J. Schlochauer, (eds) *Wörterbuch des Völkerrechts*, Vol. 2 (1961) 716-717; A.P. Sereni, *Diritto internazionale* Vol. III, (1962) 1389 et seq.; Kass, 'Obligatory Negotiations in International Organizations', 3 *CYIL* (1965) 38 et seq.; R. Quadri, *Diritto internazionale pubblico* (5th ed., 1968) 160, 360; Miaja de la Muela, 'Pacta de contrahendo en derecho internacional publico', 21 *REDI* (1968) 392; E. Kron, *Pactum de contrahendo im Völkerrecht*, (Diss.) (1971); Hahn, 'Das pactum de negotiando als völkerrechtliche Entscheidungsnorm', 18 *Aussenwirtschaftsdienst des Betriebsberaters – Recht der Internationalen Wirtschaft*, (1972) 489; A. Verdross, *Die Quellen des universellen Völkerrechts - Eine Einführung* (1973) 43; Marion, 'La notion de 'pactum de contrahendo' dans la jurisprudence internationale', 78 *RGDIP* (1974) 351; P. Fois, *L'accordo preliminare nel diritto internazionale* (1974) 11 et seq.; Beyerlin, 'Pactum de contrahendo und pactum de negotiando im Völkerrecht?', 36 *ZaöRV* (1976) 407; A. Verdross and B. Simma, *Universelles Völkerrecht* (3rd ed., 1984) 344-345, 478, 735; Beyerlin, 'Pactum de contrahendo, pactum de negotiando', 7 *EPIL* (1989) 371; P. Reuter, *Droit international public* (7th ed., 1993) 48, 128.

Probably the most watertight and concise definition of the two categories is given by A. Verdross at 43: the *pactum de contrahendo* 'verpflichtet die Vertragsteile, einen Vertrag über einen bestimmten Gegenstand abzuschließen', whilst the *pactum de negotiando* 'ihnen [i.e. den Vertragsteilen] nur auferlegt, loyale und ernsthafte Verhandlungen mit dem Ziele zu führen, eine für beide Teile annehmbare Einigung zu erreichen'. The distinguished author goes on to say the following: 'In beiden Fällen müssen die Verhandlungen im Geiste der Grundsätze geführt werden, die in jenen Verträgen enthalten sind oder ihnen zugrunde liegen'. The same definition is employed by A. Verdross and B. Simma, at 344.

⁶ As was rightly pointed out by Beyerlin, *ibid.* at 374, '*Pactum de contrahendo* and *pactum de negotiando* are of growing political importance in those areas where States on unfriendly or even hostile terms with each other, or belonging to antagonistic bloc systems, are willing to relieve tensions by entering into certain contractual relations with each other, however rudimentary such relations may be. In such a situation States will do everything possible to avoid any premature substantive agreement and, therefore, will only start with an understanding on certain common rules of procedure, eventually combined with some mutually agreed basic principles regarding the substance of a treaty to be concluded later. A *pactum* shaped in this way operates as a procedural instrument for reaching, as a starting point, a minimal consensus between the parties concerned'.

other party can use all the legal means made available by the law of international responsibility for the purpose of demanding the implementation of the *pactum*.

So much for *pacta de contrahendo*. Do *pacta de negotiando* also impose any binding obligation? The answer is in the affirmative, although here the content of the obligation is more tenuous: the Parties are simply duty bound to enter into negotiations. However, both Parties are not allowed to (1) advance excuses for not engaging into or pursuing negotiations or (2) to accomplish acts which would defeat the object and the purpose of the future treaty. On this point international case-law is very clear and always demands full observance of good faith. To mention just one case, in the arbitral award of 24 March 1982 in *Aminoil*, it is apparent that, when embarking upon negotiations, the Parties are bound to comply with the 'general principles that ought to be observed in carrying out an obligation to negotiate', namely 'good faith as properly to be understood; sustained upkeep of the negotiations over a period appropriate to the circumstances; awareness of the interests of the other party; and a persevering quest for an acceptable compromise'.⁷ It should be added that emphasis on good faith is also laid down by the international legal literature.⁸

⁷ See the text of the award by the Arbitration Tribunal (presided over by P. Reuter) in *Arbitration between Kuwait and the American Independent Oil Company (AMINOIL)* 21 ILM 1982, 976 et seq. (the passage cited above is at 1014).

In the case of *Railway Traffic between Lithuania and Poland*, PCIJ, Series A/B, No. 42, at 116, the PCIJ, faced with a *pactum de negotiando*, held in its Advisory Opinion of 15 October 1931 that it was 'justified in considering that the engagement incumbent on the two Governments in conformity with the [League of Nations] Council's Resolution [of 10 December 1927] is not only to enter into negotiations, but also to pursue them as far as possible, with a view to concluding agreements [...] But an obligation to negotiate does not imply an obligation to reach an agreement, nor in particular does it imply that Lithuania, by undertaking to negotiate, has assumed an engagement, and is in consequence obliged to conclude the administrative and technical agreements indispensable for the re-establishment of traffic on the Landwarow-Kaisiadorys railway sector'. See also the *Tacna-Arica Question* case, II *Reports of International Arbitral Awards*, 929-930, the *North Sea Continental Shelf* case (1969), ICJ Reports 1969, at 48 (para. 85); as well as the *Lac de Lanoux* case *Reports of International Arbitral Awards*, XII, 281 at 315. See also the award delivered on 26 January 1972 by the Arbitral Tribunal for the Agreement on German External Debts in *Greece v. Germany* 47 ILR (1974) 453-454. On account of its importance, it is worth quoting the relevant passage of this award: 'A *pactum de negotiando* is also not without legal consequences. It means that both sides would make an effort, in good faith, to bring about a mutually satisfactory solution by way of a compromise, even if that meant the relinquishment of strongly held positions earlier taken. It implies a willingness for the purpose of negotiation to abandon earlier positions and to meet the other side part way. The language of the Agreement [London Agreement on German External Debts, of 27 February 1953] cannot be construed to mean that either side intends to adhere to its previous stand and to insist upon the complete capitulation of the other side. Such a concept would be inconsistent with the term 'negotiation'. It would be the very opposite of what was intended. An undertaking to negotiate involves an understanding to deal with the other side with a view to coming to terms. Though the Tribunal does not conclude that Article 19 [of the London Agreement] in connection with para. 11 of Annex I absolutely obligates either side to reach an agreement, it is of the opinion that the terms of these provisions require the parties to negotiate, bargain, and in good faith attempt to reach a result acceptable to both parties and thus bring an end to this long drawn controversy. The desirability of such a positive result is necessarily much greater in relationships between States than between individuals if for no other reason that the stakes are infinitely higher. When States have solemnly undertaken to resolve their differences and then fail to do so, incalculable harm can follow. The need for the peaceful solution of differences between States is so great and so essential to the well-being of the community of nations that, when disputants have reached a point of signifying their agreement to negotiate an outstanding dispute, the subsequent negotiations normally ought to lead to a satisfactory and equitable result' at 453.

⁸ See, e.g., E. Kron *supra* note 5, at 131; Beyerlin, *supra* note 5, at 427; Marion *supra* note 5, at 385-386. Fois *supra* note 5, at 124. At 120-126 this author rightly stresses, in addition, that the

In short, even as regards the various obligations *de negotiando* mentioned above, the Declaration cannot be considered as an agreement whose implementation *exclusively* depends on the continuing political will of the Parties to peacefully settle their disagreements through negotiations.

Having said so, one should however add that it would be wrong to be blind to an important *fact*: remarkably, the Declaration in providing for the entering into of negotiations, does not take the consequential and obvious step of setting up international mechanisms for inducing a recalcitrant Party to negotiate, or to endeavour to reach agreement.⁹ Much is therefore left to the goodwill of the two Parties concerned. To put it differently, the *legal and institutional* settlement of the various questions is to a large extent made contingent upon the future *political* attitude of the Parties and their continuing desire to come to terms and strike substantive deals on this intricate web of problems.

III. The Agreement and Self-determination

It is striking that the Declaration does not mention self-determination, either directly and explicitly, or indirectly (the only two UN texts to which it adverts are the famous Security Council Resolutions 242 (of 22 November 1967) and 338 (of 22 October 1973), and none of them mention self-determination). A vague and non-committal reference to the Palestinian right to self-determination might be distilled from Article III(3), where reference is made to 'the realization of the legitimate rights of the Palestinian people and their just requirements'. However, by itself this clause does not spell out in unambiguous terms the right to self-determination, as is borne out by the fact that the same clause was already in the Camp David agreement of 17 September 1977 (Section A(c)), and it is well known that at that time the attitude of Israel was enigmatic and indeed baffling – to say the least – with regard to the final granting of self-determination to Palestinians.

Nevertheless, the Declaration has clearly been agreed upon in the perspective of self-determination, as can be easily inferred from both the text and the context (and that is, the statements made by the contracting parties before, or upon, or after the signature of the Declaration). The Declaration provides first of all for *internal* self-determination. Article III (1 and 2) stipulates that:

In order that the Palestinian people in the West Bank and Gaza Strip may govern themselves according to democratic principles, direct, free and general political elections will be held for the Council [the Palestinian Interim Self-Government Authority] under agreed supervision and international observation, while the Palestinian police will ensure public order. These elections will constitute a significant interim preparatory step toward the realization of the legitimate rights of the Palestinian people and their just requirements.

The Council, once established, will exercise the powers and responsibilities transferred to it both by the Israeli Military Government and its Civil Administration. These powers will encompass the three branches of government, that is, legislation, executive authority and

parties to a *pactum de negotiando* must refrain from acts which would defeat the object and purpose of a treaty.

⁹ Notably, Art. XV(1) provides that any dispute arising out of the application or interpretation of the Declaration or the subsequent agreements 'shall be resolved by *negotiations* through the Joint Liaison Committee' provided for in Art. X, while Art. XV(2) stipulates that disputes which cannot be settled by negotiations 'may be resolved by a mechanism of conciliation *to be agreed upon by the parties*' (emphasis added).

judicial functions (Article VII(2)). After the setting up of the Palestinian Council the Israeli 'Civil Administration will be dissolved' and 'the Israeli military government will be withdrawn' from the West Bank and the Gaza Strip (Article VII (5)); it is therefore clear that in this lapse of time, that should not exceed five years as from 13 April 1994, Palestinians will exercise *full self-government*.

What about *external self-determination*? The Declaration is silent on this point, in particular on whether it is envisaged that the Palestinians will attain independent statehood, or some form of association with one of the existing States (e.g., Jordan or even Israel), or both. However, various provisions stipulate that the primary goal of the Declaration is to lead to the attainment of a 'permanent status' for the West Bank and the Gaza Strip and that this 'permanent status' should be consonant with the aforementioned Security Council resolutions. It is well known that those resolutions, and particularly the first, which is more sweeping, hinge upon the following fundamental objectives: (i) the 'establishment of a just and lasting peace in the Middle East'; (ii) the 'withdrawal of Israel armed forces' from occupied territories as a consequence of the 'inadmissibility of the acquisition of territory by war'; (iii) 'respect for and acknowledgment of the sovereignty, territorial integrity and political independence of every State in the area', (iv) 'a just settlement of the refugee problem'. The attainment of all these objectives logically presupposes not only the establishment of an autonomous Palestinian authority in the occupied territories, but also the acquisition, by this authority and the territories which it shall control, of some sort of independent international status. Hence, it can be safely asserted that, although in an oblique and roundabout way, the Declaration is grounded upon, and logically presupposes, the idea of the final attainment by Palestinians of external self-determination. Unsurprisingly, this view is shared by the President of the PLO, Mr Yasser Arafat, who declared upon the signing of the Declaration that the final status of the Arab territories occupied by Israel should be the achievement of independent statehood, and the setting up of a confederation with Jordan.¹⁰

How will the right to external self-determination be exercised? The Declaration simply states that the 'permanent status' of the West Bank and the Gaza Strip shall be the subject of negotiations between Israel and the 'Palestinian people representatives' (Articles I and V(2)), and that these negotiations must start as soon as possible, at any rate 'not later than the beginning of the third year of the [five year] interim period' (Article V(2)), namely 13 April 1997). This means that the determination of the *international status* of the Palestinian territories currently occupied by Israel will be the subject of negotiations between the democratically elected Palestinians and the Israeli authorities. Thus, the process of exercising external self-determination will constitute the natural outcome of both internal Palestinian self-determination, and of negotiations with the other Party concerned. Everything is left to the agreement of these two Parties. In particular, the Declaration does not spell out the possible final options: independent statehood free from any military or territorial servitudes; independent statehood subject to a set of servitudes or disabilities in favour of Israel (e.g. right of passage for Israeli troops or nationals, Israeli jurisdiction over Israeli settlements, the maintenance of Israeli military bases, the obligation for the Palestinians not to militarize certain areas, etc.); free integration into another State; or free association with another State. Nor does the Declaration specify whether the Palestinians will have to hold a referendum or plebiscite on the matter.

¹⁰ See *The International Herald Tribune*, 16 September 1993, at 4.

IV. The Agreement and the Camp David Accord

This feature of the Declaration should not, however, lead us to underestimate the momentous importance of this agreement. To appraise how significant the Declaration is and to what extent it marks a real turning-point in the Middle East negotiations, it may suffice to compare some of its clauses to those of the 1978 Camp David agreements (apart from the obvious but exceedingly important – indeed *crucial* – difference that the former were concluded by two States, Israel and Egypt, while the latter has been made by Israel with the PLO; the internationally recognized and representative organization of the Palestinians).

The 1978 Agreements were rightly termed a ‘misty penumbra of formulational ambiguity’.¹¹ Actually, they included a host of loose clauses or expressions that lent themselves to conflicting interpretations. Thus, for instance, they provided for ‘full autonomy to the inhabitants’ of the West Bank and the Gaza Strip, to be achieved by means of the free election of a ‘self-governing authority’. They also provided for the withdrawal of the ‘Israeli military government and its civilian administration’ (Section A(1)). However, the vague character of these expressions soon gave rise to radically differing interpretations by Israel and Egypt. Thus, for instance, ‘full autonomy for the inhabitants’ was interpreted by Israel as meaning ‘personal autonomy’, whereas for Egypt it meant ‘territorial autonomy’; that is the autonomy of the West Bank, the Gaza District and East Jerusalem.¹² Plainly, the difference between these two interpretations is broad indeed. Similarly, the expression ‘self-governing authority’ was taken by Israel to denote an authority exercising powers and providing services ‘normally associated with the administration of the services and facilities of a particular group of people’,¹³ whereas Egypt argued that the ‘authority’ in question should exercise legislative, executive and judicial powers. Opinions between the two Contracting States differed widely on a third crucial point: what was meant by ‘withdrawal’ of the Israeli military government and civil administration? For Israel it did not imply the total evacuation of the occupied territories, because the Israeli army and military administration were entitled to remain in certain specific areas in the West Bank and the Gaza Strip. For Egypt the contrary interpretation was valid.¹⁴ Another major bone of contention concerned the ‘source’ of the powers devolving upon the ‘self-governing authority’. According to Egypt, by transferring the various powers to the ‘authority’, Israel would relinquish them for good. By contrast, Israel contended that it would not divest itself of those powers, for its military administration would continue to be the source of authority for the self-governing bodies in the territories in issue.¹⁵ The truth of the matter is that the Camp David agreements loosely amalgamated two different ‘models’ that in actual fact were poles apart. They were aptly summarized as follows by a distinguished commentator:

The Israeli concept regards the autonomy regime as a means for preserving the essence of the existing political-strategic state of affairs in the West Bank and Gaza. It tends toward the consolidation, and possible strengthening, of certain elements of self-rule which now already exist in the West Bank and Gaza, while striving to ensure Israeli control over central and sensitive matters of government. The Egyptian concept is completely different,

¹¹ Shapira, ‘Reflections on the Autonomy: The Camp David Accords and the Obligation to Negotiate in Good Faith’, in Y. Dinstein (ed.), *Models of Autonomy* (1981) 285.

¹² See Gabay, ‘Legal Aspects of the Camp David Framework for Peace in Relation to the Autonomy Proposal’, *ibid.* at 256. See also Rabinovich, ‘The Autonomy Plan and Negotiations for the West Bank and the Gaza Strip in their Political Context’, *ibid.*, at 270.

¹³ Gabay, *ibid.* at 256.

¹⁴ *Ibid.* at 257; Rabinovich *supra* note 12, at 270.

¹⁵ Gabay *supra* note 12, at 257-258; Rabinovich *supra* note 12, at 270.

aspiring to bring about the establishment of a comprehensive governmental administration which harbours elements of independent – political-territorial – Palestinian sovereignty.¹⁶

While it would be fallacious to believe that the Israel-PLO Agreement is free from ambiguity – indeed, this Agreement is also marred by quite a few excessively loose formulas, and numerous loopholes and lacunae – nevertheless it does not lend itself to the conflicting interpretations to which I have just referred.¹⁷

V. Concluding Remarks

To appraise the prospects for the implementation of the PLO-Israel Agreement one should of course take into account various factors: the unique features and content of the Agreement; the fact that – whatever the legal purport and impact of its clauses – the application of the Agreement is *ultimately* contingent upon the persistence of the will of both parties to settle the matter; the looming presence of a host of ‘external’ elements (psychological, political, economic, military). All this makes it difficult to predict whether or not a settlement will eventually be reached in actual fact. By the same token, it is difficult to forecast the way in which *external* self-determination will be implemented. For the time being, international lawyers must be content with emphasizing two things: firstly, that at long last, the path suggested by international norms, i.e. a peaceful process of negotiation between the parties concerned, has been taken; secondly, that as an initial measure, provision has been made for the exercise of *internal* self-determination by the Palestinians, as a stepping-stone to external self-determination. No one could underestimate the importance of these two elements. Whenever one is confronted with such complicated and intractable situations as that of Palestine, it proves exceedingly difficult to suggest an easy path to solutions that are both rapid and satisfactory to all those concerned. A good start has been made: a long overdue settlement, that for so many years was even unthinkable, may now be in the offing.

¹⁶ Shapira *supra* note 11, at 284.

¹⁷ Thus, for instance, Art. V(2) provides for the principal issues that the negotiations for the ‘permanent status’ should cover. Art. VI(2) specifies the subjects with regard to which the Palestinians will exercise powers following the withdrawal of Israel from the Gaza Strip and the Jericho Area. Art. VII(2) provides in a fairly detailed way for the powers and responsibilities to be transferred to the ‘Council’, and in any case specifies that the future agreement on the matter should grant the Council legislative and executive functions, and in addition envisages ‘independent Palestinian judicial organs’. Furthermore, Art. XIII is not as vague as the Camp David Accords as regards the ‘redeployment of Israeli military forces in the West Bank and Gaza Strip’. Annex II, containing the Protocol on withdrawal of Israeli forces from the Gaza Strip and Jericho Area provides in para. 3 a detailed list of the issues that the future agreement on the matter should cover. Annex III, containing the Protocol on Israeli-Palestinian cooperation in economic and development programs, touches upon the extremely delicate and important issue of water resources, and provides for, *inter alia*, ‘the equitable utilization of joint water resources for implementation in and beyond the interim period’.