

Declaration on water resources management “Cieleta Declaration”

DECLARATION ON THE RIGHTS TO THE WATER

Recognizing the right to water to be a basic human right Parties to this agreement guarantee to secure the amount of water to every inhabitant of areas covered by the agreement in accordance with the rate of optimal use of WHO/SDE/WSH/03.02 resolution of 2003 (100 liters per capita / day). The objective set by this declaration Parties undertake to achieve within the time specified in the course of further negotiations. In addition, from the date the contract was made, parties undertake to ensure that residents of areas covered by the contract receive the amount of water needed to survive, which is the lowest rate consistent with the above mentioned resolution.

1. STATUS OF WATER

Water - natural resource - is treated as a public good until its extraction.

2. PARTIES TO THE AGREEMENT

The Palestinians suggests the following wording of this section:

Parties to the agreement are the Government of Israel and representatives of the Palestinian Authority. Each party is responsible for compliance with the provisions of this Agreement on its territory. Territorial issues will be determined through further negotiation.

Any agreement is not binding on the Palestinian side if it concerns only a part of its territory.

The Israelis proposes the following wording of this section:

Parties to the agreement are the Government of Israel and representatives of the Palestinian Authority. Each party is responsible for compliance with the provisions of this Agreement on its territory. Territorial issues will be determined through further bilateral negotiations, and internal negotiations within the Palestinian structures.

3. WATER RESOURCES

3.1. Division of water resources

1. Parties to the agreement agree that the common water resources are:

- Jordan River

- aquifers: North-East, West and East;

2. Aquifers contained exclusively within the territorial boundaries of one of the Party to this agreement are excluded from the common resources.

3. The Parties shall provide for the possibility of compensation for the rights to collect water from a water resource, by granting the right for collecting water from another water resource, as determined in the course of further negotiations.

4. Parties to the agreement recognize that the issue of sales of water at the maximum rates will be determined through further negotiation.

3.2. Increasing the supply of water

The Parties to this Agreement undertake to take measures to increase water resources.

4. SYSTEM ARCHITECTURE

4.1. Managing resources, mechanisms for distribution

Parties shall jointly appoint an independent body responsible for:

1. Setting guidelines for the sustainable use of water resources;
2. Verification of the volume of water held by the parties to the agreement;
3. Research on the possibility of obtaining water from alternative sources;
4. Supporting the efforts of the parties on improving water resources;
5. Granting licenses (exclusive right) for the creation and development of infrastructure to obtain water from natural resources. Licenses shall be awarded through a public tender. Entrepreneurs participating in the tender shall deliver the water to the inhabitants at the maximum price level as set by the above institution.

4.2. The composition and manner of appointing members of the institution

1. Activities of the institution established in accordance with the above provisions shall be managed by the Board.

The Board consists of:

- two representatives of each party to the agreement,
 - one delegate from the three international institutions: (i) the World Bank, (ii) UN, (iii) the EU.
2. The Parties undertake to develop procedures to ensure independence of the members of the Board;
 3. The Parties undertake to determine in the course of further negotiations, forms and procedures for decision-making by the Board.

4.3. Method of control and surveillance

1. The institution has the right to investigate and control the regularity, legality and effectiveness in terms of completion and compliance with the provisions of the agreement.
2. The Parties undertake to provide the institution with an access to the official data on issues covered by this agreement.

4.4. The fund and its operations

1. Parties to the agreement create a fund managed by the aforementioned institution (Water Fund - WF), which serves as an additional source of financing for investment projects, development of water infrastructure, including distribution, improvement of quality, and increase in the supply.
2. Contributions to the fund:

WF is funded by the Parties of the agreement in the proportions set by an algorithm that takes into account the size of GDP and the benefits derived by a party to the agreement as a result of carrying out projects funded by the WF. The above algorithm will be determined through further negotiations.

3. The institution established in section 4.1. makes decisions on subsidization of projects from the WF under the following criteria:

- (i) positive impact on the living conditions of residents covered by the agreement,
- (ii) improvement in the access to water and sanitation,
- (iii) increase in the supply of water,
- (iv) improvement in the water quality,
- (v) improving water use efficiency,
- (vi) cooperation of the parties to the agreement in the project,
- (vii) a positive impact on the environment.

Done in Cieleta,
May 21, 2011

Israel

Signed

Palestine

Signed