Text of the Lebanese-Israeli Troop Withdrawal Agreement

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Text of the Lebanese-Israeli Troop Withdrawal Agreement

[Editor's note: The Lebanese-Israeli Troop Withdrawal Agreement was formally signed on May 17, 1983, in ceremonies in Khaldeh (south of Beirut) and Kiryat Shemona (Galilee). Signatories were past Acting Director of the Lebanese Foreign Ministry Antoine Fattal, and Israeli Foreign Ministry Director General David Kimche. American special envoy Morris Draper signed the agreement as a witness. The text reproduced below is the official English text released by the Lebanese authorities. It is here reproduced in its entirety.]

The Agreement

The Agreement

The Government of the Republic of Lebanon and the Government of the State of Israel,

BEARING in mind the importance of maintaining and strengthening international peace based on freedom, equality, justice and respect for fundamental human rights,

REAFFIRMING their faith in the aims and principles of the Charter of the United Nations and recognizing their right and obligation to live in peace with each other as well as with all states, within secure and recognized boundaries,

HAVING AGREED to declare the termination of the state of war between them,

DESIRING to insure lasting security for both their states and to avoid threats and the use of force between them.

DESIRING to establish their mutual relations in the manner provided for in this agreement,

HAVING delegated their undersigned representatives plenipotentiaries, provided with full powers, in order to sign, in the presence of the representatives of the United States of America, this agreement,

HAVE AGREED to the following provisions:

Article 1

1. The parties agree and undertake to respect the sovereignty, political independence and territorial integrity of each other. They consider the existing international boundary between Lebanon and Israel inviolable.

2. The parties confirm that the state of
war between Lebanon and Israel has been terminated and no longer exists.

3. Taking into account the provisions of paragraphs 1 and 2, Israel undertakes to withdraw all its armed forces from Lebanon in accordance with the annex of the present agreement.

Article 2
The parties, being guided by the principles of the Charter of the United Nations and of international law, undertake to settle their disputes by peaceful means in such a manner as to promote international peace and security, and justice.

Article 3
In order to provide maximum security for Lebanon and Israel, the parties agree to establish and implement security arrangements, including the creation of a security region, as provided for in the annex of the present agreement.

Article 4
1. The territory of each party will not be used as a base for hostile or terrorist activity against the other party, its territory or its people.

2. Each party will prevent the existence or organization of irregular forces, armed bands, organizations, bases, offices or infrastructure, the aims and purposes of which include incursions or any act of terrorism into the territory of the other party or any endangering the security of the other party and safety of its people. To this end all agreements and arrangements enabling the presence and functioning on the territory of either party of elements hostile to the other party are null and void.

3. Without prejudice to the inherent right of self-defense in accordance with international law, each party will refrain:

A. From organizing, instigating, assisting or participating in threats or acts of belligerency, subversion or incitement or any aggression directed against the other party, its population or property, both within its territory and originating therefrom, or in the territory of the other party.

B. From using the territory of the other party for conducting a military attack against the territory of a third state.

C. From intervening in the internal or external affairs of the other party.

4. Each party undertakes to insure that preventive action and due proceedings will be taken against persons or organizations perpetuating acts in violation of this article.

Article 5
Consistent with the termination of the state of war and within the framework of their constitutional provisions, the parties will abstain from any form of hostile propaganda against each other.

Article 6
Each party will prevent entry into, deployment in or passage through its territory, its airspace and, subject to the right of innocent passage in accordance with international law, its territorial sea by military forces, armament or military equipment of any state hostile to the other party.

Article 7
Except as provided in the agreement, nothing will preclude the deployment on Lebanese territory of international forces requested and accepted by the Government of Lebanon to assist in maintaining its authority. New contributors to such forces shall be selected from among states having diplomatic relations with both parties to the present agreement.

Article 8
1. A. Upon entry into force of the present agreement, a Joint Liaison Committee will be established by the parties, in which the United States of America will be a participant and will commence its func-
tions. This committee will be entrusted with the supervision of the implementation of all areas covered by the present agreement. In matters involving security arrangements, it will deal with unresolved problems referred to it by the Security Arrangements Committee established in subparagraph C below. Decisions of this committee will be taken unanimously.

B. The Joint Liaison Committee will address itself on a continuing basis to the development of mutual relations between Lebanon and Israel, inter alia the regulation of the movement of goods, products and persons, communications, etc.

C. Within the framework of the Joint Liaison Committee, there will be a Security Arrangements Committee whose composition and functions are defined in the annex of the present agreement.

D. Subcommittees of the Joint Liaison Committee may be established as the need arises.

E. The Joint Liaison Committee will meet in Lebanon and Israel alternately.

F. Each party, if it so desires and unless there is an agreed change of status, may maintain a liaison office on the territory of the other party in order to carry out the above-mentioned functions within the framework of the Joint Liaison Committee and to assist in the implementation of the present agreement.

G. The members of the Joint Liaison Committee from each of the parties will be headed by a senior Government official.

H. All other matters relating to these liaison offices, their personnel and the personnel of each party present in the territory of the other party in connection with the implementation of the present agreement will be the subject of a protocol to be concluded between the parties in the Joint Liaison Committee. Pending the conclusion of this protocol, the liaison offices and the above-mentioned personnel will be treated in accordance with the pertinent provisions of the convention on special missions of Dec. 8, 1969, including those provisions concerning privileges and immunities. The foregoing is without prejudice to the positions of the parties concerning that convention.

2. During the six-month period after the withdrawal of all Israeli armed forces from Lebanon in accordance with Article 1 of the present agreement and the simultaneous restoration of Lebanese governmental authority along the international boundary between Israel and Lebanon, and in the light of the termination of the state of war, the parties shall initiate, within the Joint Liaison Committee, bona fide negotiations in order to conclude agreements on the movement of goods, products and persons and their implementation on a nondiscriminatory basis.

Article 9

1. Each of the two parties will take, within a time limit of one year as of entry into force of the present agreement, all measures necessary for the abrogation of treaties, laws and regulations deemed in conflict with the present agreement, subject to and in conformity with its constitutional procedures.

2. The parties undertake not to apply existing obligations, enter into any obligations or adopt laws or regulations in conflict with the present agreement.

Article 10

1. The present agreement shall be ratified by both parties in conformity with their respective constitutional procedures. It shall enter into force on the exchange of the instruments of ratification and shall supersede the previous agreements between Lebanon and Israel.

2. The annex, the appendix and the map attached thereto and the agreed minutes to the present agreement shall be consi-
The Annex

Security Arrangements

1. Security Region
   A. A security region in which the Government of Lebanon undertakes to implement the security arrangements agreed upon in this annex is hereby established.
   
   B. The security region is bounded, as delineated on the map attached to this annex, in the north by a line constituting "Line A," and in the south and east by the Lebanese international boundary.

2. Security Arrangements
   The Lebanese authorities will enforce special security measures aimed at detecting and preventing hostile activities as well as the introduction into or movement through the security region of unauthorized armed men or military equipment. The following security arrangements will apply equally throughout the security region except as noted:
   
   A. The Lebanese Army, Lebanese police, Lebanese internal security forces and the Lebanese auxiliary forces (Ansar), organized under the full authority of the Government of Lebanon, are the only organized armed forces and elements permitted in the security region except as designated elsewhere in this annex.
   
   The security arrangements committee may approve the stationing in the security region of other official Lebanese armed elements similar to Ansar.
   
   B. Lebanese police, Lebanese internal security forces, and Ansar may be stationed in the security region without restrictions as to their numbers. These forces and elements will be equipped only with personal and light automatic weapons and, for the internal security forces, armored scout or commando cars as listed in the appendix.
C. Two Lebanese Army brigades may be stationed in the security region. One will be the Lebanese Army territorial brigade stationed in the area extending from the Lebanese-Israeli boundary to "Line B" delineated on the attached map. The other will be a regular Lebanese Army brigade stationed in the area extending from "Line B" to "Line A." These brigades may carry their organic weapons and equipment listed in the appendix. Additional units equipped in accordance with the appendix may be deployed in the security region for training purposes, including the training of conscripts, or, in the case of operational emergency situations, following coordination in accordance with procedures to be established by the Security Arrangements Committee.

D. The existing local units will be integrated as such into the Lebanese Army, in conformity with Lebanese Army regulations. The existing local civil guard shall be integrated into Ansar and accorded the proper status under Lebanese law to enable it to continue guarding the villages in the security region. The process of extending Lebanese authority over these units and civil guard, under the supervision of the Security Arrangements Committee, shall start immediately after the entry into force of the present agreement and shall terminate prior to the completion of the Israeli withdrawal from Lebanon.

E. Within the security region, Lebanese Army units may maintain their organic antiaircraft weapons as specified in the appendix. Outside the security region, Lebanon may deploy personal, low- and medium-altitude air defense missiles. After a period of three years from the date of entry into force of the present agreement, the provision concerning the area outside the security region may be reviewed by the Security Arrangements Committee at the request of either party.

F. Military electronic equipment in the security region will be as specified in the appendix. Deployment of ground radars within 10 kilometers of the Lebanese-Israeli boundary should be approved by the Security Arrangements Committee. Ground radars throughout the security region will be deployed so that their sector of search does not cross the Lebanese-Israeli boundary. This provision does not apply to civil aviation or air traffic control radars.

G. The provision mentioned in paragraph E applies also to antiaircraft missiles on Lebanese Navy vessels. In the security region, Lebanon may deploy naval elements and establish and maintain naval bases or other shore installations required to accomplish the naval mission.

H. In order to avoid accidents due to misidentification, the Lebanese military authorities will give advance notice of all flights of any kind over the security region according to procedures to be determined by the Security Arrangements Committee. Approval of these flights is not required.

I. (1) The forces, weapons and military equipment which may be stationed, stocked, introduced into or transported through the security region are only those mentioned in this annex and its appendix.

(2) No infrastructure, auxiliary installations or equipment capable of assisting the activation of weapons that are not permitted by this annex or its appendix shall be maintained or established in the security region.

(3) These provisions also apply whenever a clause of this annex relates to areas outside the security region.

3. Security Arrangements Committee

A. Within the framework of the Joint Liaison Committee, a Security Arrangements Committee will be established.

B. The Security Arrangements Com-
mittee will be composed of an equal number of Lebanese and Israeli representatives, headed by senior officers. A representative of the United States of America will participate in meetings of the committee at the request of either party. Decisions of the security arrangements committee will be reached by agreement of the parties.

C. The Security Arrangements Committee shall supervise the implementation of the security arrangements in the present agreement and this annex and the timetable and modalities as well as all other aspects relating to withdrawals described in the present agreement and this annex. To this end, and by agreement of the parties, it will:

1. Supervise the implementation of the undertakings of the parties under the present agreement and this annex.

2. Establish and operate joint supervisory teams as detailed below.

3. Address and seek to resolve any problems arising out of the implementation of the security arrangements in the present agreement and this annex and discuss any violation reported by the joint supervisory teams or any complaint concerning a violation submitted by one of the parties.

D. The Security Arrangements Committee shall deal with any complaint submitted to it not later than 24 hours after submission.

E. Meetings of the Security Arrangements Committee shall be held at least once every two weeks in Lebanon and in Israel alternately. In the event that either party requests a special meeting, it will be convened within 24 hours. The first meeting will be held within 48 hours after the date of entry into force of the present agreement.

F. Joint supervisory teams

1. The Security Arrangements Committee will establish joint supervisory teams (Lebanon-Israel) subordinate to it and composed of an equal number of representatives from each party.

2. The teams will conduct regular verification of the implementation of the provisions of the security arrangements in the agreement and this annex. The teams shall report immediately any confirmed violations to the Security Arrangements Committee and ascertain that violations have been rectified.

3. The Security Arrangement Committee shall assign a joint supervisory team, when requested, to check border security arrangements on the Israeli side of the international boundary in accord with Article 4 of the present agreement.

4. The teams will enjoy freedom of movement in the air, sea and land as necessary for the performance of their tasks within the security region.

5. The Security Arrangements Committee will determine all administrative and technical arrangements concerning the functioning of the teams including their working procedures, their number, their manning, their armament and their equipment.

6. Upon submission of a report to the Security Arrangements Committee or upon confirmation of a complaint of either party by the teams, the respective party shall immediately, and in any case not later than 24 hours from the report or the confirmation, rectify the violation. The party shall immediately notify the Security Arrangements Committee of the rectification. Upon receiving the notification, the teams will ascertain that the violation has been rectified.

7. The joint supervisory teams shall be subject to termination upon 90 days notice by either party given at any time after two years from the date of entry into force of the present agreement. Alternative
verification arrangements shall be established in advance of such termination through the Joint Liaison Committee. Notwithstanding the foregoing, the Joint Liaison Committee may determine at any time that there is no further need for such arrangements.

G. The Security Arrangements Committee will insure that practical and rapid contacts between the two parties are established along the boundary to prevent incidents and facilitate coordination between the forces on the terrain.

4.

It is understood that the Government of Lebanon may request appropriate action in the United Nations Security Council for one unit of the United Nations Interim Force in Lebanon (Unifil) to be stationed in the Sidon area. The presence of this unit will lend support to the Government of Lebanon and the Lebanese armed forces in asserting governmental authority and protection in the Palestinian refugee camp areas. For a period of 12 months, the unit in the Sidon area may send teams to the Palestinian refugee camp areas in the vicinity of Sidon and Tyre to surveil and observe, if requested by the Government of Lebanon following notification to the Security Arrangements Committee. Police and security functions shall remain the sole responsibility of the Government of Lebanon, which shall insure that the provisions of the present agreement shall be fully implemented in these areas.

5.

Three months after completion of the withdrawal of all Israeli forces from Lebanon, the Security Arrangements Committee will conduct a full-scale review of the adequacy of the security arrangements delineated in this annex in order to improve them.

6. Withdrawal of Israeli Forces

A. Within 8 to 12 weeks of the entry into force of the present agreement, all Israeli forces will have been withdrawn from Lebanon. This is consistent with the objective of Lebanon that all external forces withdraw from Lebanon.

B. The Lebanese armed forces and the Israeli defense forces will maintain continuous liaison during the withdrawal and will exchange all necessary information through the Security Arrangements Committee. The Israeli defense forces and the Lebanese armed forces will cooperate during the withdrawal in order to facilitate the reassertion of the authority of the Government of Lebanon as the Israeli armed forces withdraw.

Appendix

In accordance with the provisions of the annex, the Lebanese armed forces may carry, introduce, station, stock or transport through the security region all weapons and equipment organic to each standard Lebanese armed forces brigade. Individual and crew-served weapons, including light automatic weapons normally found in a mechanized infantry unit, are not prohibited by this appendix.

1. Weapon systems listed below presently organic to each brigade in the security region are authorized in the numbers shown:

   Tanks: 40 tanks, 4 medium tracked recovery vehicles
   Armored cars: 10 AML, 90 Saladin etc.
   Armored personnel carriers: 127 M113A1 VCC-L, plus 44 M113 family vehicles
   Artillery, mortars: 18 155-mm towed howitzers (also 105 mm 122 mm), 12 120-mm mortars, 27 81-mm mortars (mounted on 125 tracked mortar carriers)
Antitank weapons: 112 RPG, 30 antitank weapons (106-mm recoilless rifle tow Milan)
Air defense weapons: 12 40-mm or less guns (not radar-guided)
3. Brigade surveillance equipment: mortar-locating radars, artillery locating radars, ground surveillance radars, night observation devices, unattended ground sensors.
4. In accordance with the provisions of the annex, armored vehicles for the internal security forces will be as follows: 24 armored wheeled vehicles with guns up to 40 mm.
5. In accordance with the provisions of the annex, there will be no limitations on the coastal installations in the security region, except on the following four categories: Coastal sea surveillance radars: 5. Coastal defense guns: 15, 40 mm or less. Coastal air defense guns: 15, 40 mm or less (not radar-guided). Shore-to-sea missiles: none.
6. The Lebanese Army infantry brigade and territorial brigade in the security region are each organized as follows:
   1 brigade headquarters and headquarters company, off: 14, enl: 173.
   3 infantry battalions, off: 31 ea, enl: 654 ea; 1 artillery battalion, off: 39, enl: 672; 1 tank battalion, off: 37, enl: 579, 3 tank companies, 1 reconnaissance company, 1 logistics battalion, off: 26, enl: 344; 1 engineer company, off: 6, enl: 125; 1 antitank company, off: 4, enl: 117; 1 antiair artillery company, off: 4, enl: 146.

Agreed Minutes

Article 4.4
Lebanon affirms that Lebanese law includes all measures necessary to insure implementation of this paragraph.

Article 6
Without prejudice to the provisions of the annex regarding the security region, it is agreed that noncombat military aircraft of a foreign state on non-military missions shall not be considered military equipment.

Article 8.1.B
It is agreed that, at the request of either party, the Joint Liaison Committee shall begin to examine the question of claims by citizens of either party on properties in the territory of the other party.

Article 8.1.H
It is understood that each party will certify to the other if one of its personnel was on official duty or performing official functions at any given time.

Article 8.2
It is agreed that the negotiations will be conducted as soon as possible.

Article 9
It is understood that this provision shall apply mutatis mutandis to agreements concluded by the parties pursuant to Article 8, Paragraph 2.

Article 11
It is agreed that both parties will request the United States of America to promote
the expeditious resolution of disputes arising out of the interpretation or application of the present agreement.

Article 11
—It is agreed that the phrase "an agreed procedure for a definitive resolution" means an agreed third-party mechanism which will produce a resolution of the dispute which is binding on the parties.

Annex Para 1.B.

It is agreed that, in that portion of Jabal Baruk shown on the map attachment to the annex, only civilian telecommunications installations, such as television facilities and radars for air traffic control purposes, may be emplaced. The restrictions on weapons and military equipment that are detailed in the appendix to the annex will also apply in that area.

Annex Para 2.D.

The Government of Lebanon affirms its decision that the territorial brigade established on April 6, 1983, mentioned in subparagraph C, will encompass the existing local units which had been formed into a near-brigade-sized unit, along with Lebanese Army personnel from among the inhabitants of the security region, in conformity with Lebanese Army regulations. This brigade will be in charge of security in the area extending from the Lebanon-Israeli boundary to "Line B" delineated on the map attachment to the annex. All the Lebanese armed forces and elements in this area, including the Lebanese police, Lebanese internal security forces and Ansar, will be subordinated to the brigade commander. The organization of the existing local units will be adapted, under the supervision of the Security Arrangements Committee, in conformity with the table of organization for the territorial brigade as shown in the appendix.

Annex Para 2.G.

1. An area extending from 33 degrees 15 minutes N, 35 degrees 12.6 minutes E; to 33 degrees 05.5 minutes N, 35 degrees 06.1 minutes E; to 33 degrees 15 minutes N, 35 degrees 08.2 minutes E; to 33 degrees 05.5 minutes N, 35 degrees 01.4 minutes E, which is at present closed for civil navigation, will be maintained by Lebanon.

2. In order to prevent incidents, there will be continuous communications between the Southern Command of the Lebanese Navy and the Israeli Navy in order to exchange information concerning suspected vessels. The procedures for the above-mentioned exchange of information will be established by the Security Arrangements Committee.

3. The Lebanese Navy will act promptly in order to ascertain the identity of such suspected vessels. In emergency cases, there will be direct communications between vessels.

Annex Para 3.F.

1. The joint supervisory teams will carry out their functions in recognition of the fact that the responsibility for military police, and other control operations rests with the Lebanese armed forces, police and other authorized Lebanese organizations, and not with the teams.

2. If the joint supervisory teams uncover evidence of a violation or a potential violation, they will contact the proper Lebanese authorities through the security arrangements supervision centers created pursuant to the agreed minute to paragraph 3.F. (5) of the annex, in order to assure that Lebanese authorities take appropriate neutralizing and preventive action in a timely way. They will ascertain that the action taken rectified the violation and will report the results to the security arrangements committee.
3. The joint supervisory teams will commence limited activities as early as possible following the coming into force of the agreement for the purpose of monitoring the implementation of the Israel Defense Forces withdrawal arrangements. Their other supervisory and verification activities authorized in the annex will commence with the final withdrawal of the Israeli armed forces.

4. Joint supervisory teams will conduct daily verifications if necessary during day and night. Verifications will be carried out on the ground, at sea and in the air.

5. Each joint supervisor team will be commanded by a Lebanese officer, who will recognize the joint nature of the teams when making decisions in unforeseen situations during the conduct of the verification mission.

6. While on a mission, the joint supervisory team leader at his discretion could react to any unforeseen situation which could require immediate action. The team leader will report any such situation and the action taken to the security arrangements supervision center.

7. The joint supervisory teams will not use force except in self-defense.

8. The security arrangements committee will decide inter alia on the pattern of activity of the joint supervisory teams, their weaponry and equipment, their mode of transport and the areas in which the teams will operate on the basis of the rule of reason and pragmatic considerations. The Security Arrangements Committee will determine the overall pattern of activity with a view to avoiding undue disruption to normal civilian life as well as with a view to preventing the teams from becoming targets of attack.

9. Up to a maximum of eight joint supervisory teams will function simultaneously.

Annex Para 3.F.5

1. Two security arrangements supervision centers will be set up by the Security Arrangements Committee in the security region. The exact locations of the centers will be determined by the Security Arrangements Committee in accord with the principle that the centers should be located in the vicinity of Hasbeya and Mayfudun and should not be situated in populated areas.

2. Under the overall direction of the Security Arrangements Committee, the purpose of each center is to:

   (A) Control, supervise and direct joint supervisory teams functioning in the sector of the security region assigned to it.

   (B) Serve as a center of communications connected to the joint supervisory teams and appropriate headquarters.

   (C) Serve as a meeting place for the Security Arrangements Committee.

   (D) Receive, analyze and process all information necessary for the functioning of the joint supervisory teams, on behalf of the Security Arrangements Committee.

3. Operational arrangements:

   (A) The centers will be commanded by Lebanese army officers.

   (B) The centers will function 24 hours a day.

   (C) The exact number of personnel in each center will be decided by the Security Arrangements Committee.

   (D) Israeli personnel will be stationed in Israel when not engaged in activities in the centers.

   (E) The Government of Lebanon will be responsible for providing security and logistical support for the centers.

   (F) The joint supervisory teams will ordinarily commence their missions from the centers after receiving proper briefing and will complete their missions at the centers following debriefing.
(G) Each center will contain a situation room, communications equipment, facilities for Security Arrangements Committee meetings and a briefing and debriefing room.

Annex Para 3.G.

In order to prevent incidents and facilitate coordination between the forces on the terrain, "practical and rapid contracts" will include direct radio and telephone communications between the respective military commanders and their staffs in the immediate border region as well as direct face-to-face consultations.

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