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別添 1

マイルストーン進捗概要

Milestones for project activities

Activities during extension	In charge	Timeline	Current progress
0. Project Management			
Confirm project activities till the end of the project	IPIEA, JAIP Co., JICA TA	Aug-Sep 2021	Completed in Sep 2021.
Revise milestones of the project	IPIEA, JAIP Co., JICA TA	Sep 2021	Completed in Sep 2021.
1. Legal framework			
Show recommendation of legal framework and other country cases	JICA TA	Aug-Sep 2021	Completed in Sep 2021.
Develop policy paper for IPIEA Law and get approval from committee	IPIEA with support from JICA TA	Oct-Dec 2021	Completed in Dec 2021.
Draft IPIEA Law	IPIEA with support from JICA TA	May-Sep 2022	Drafted in Aug 2022.
Coordinate with stakeholders for approval of IPIEA Law	IPIEA with support from JICA TA	Sep-End	Explained to IPEA Chairman in Aug 2022. Getting comments from BOD and staff of IPIEA. Submitted to cabinet.
Identify the Egyptian counterparts to learn experience on OSS	IPIEA and JICA TA	Oct 2022	Integrated the OSS legal framework in Egypt to OSS by-law.
Prepare coordination with Egyptian counterparts (e.g. questionnaire, selection of participants, administrative preparation)	IPIEA with support from JICA TA	Oct 2022	Integrated the OSS legal framework in Egypt to OSS by-law.
Getting experience from Egyptian counterparts to learn experience and knowledge of OSS	IPIEA with support from JICA TA	Oct 2022	Integrated the OSS legal framework in Egypt to OSS by-law.
Draft OSS by-law	IPIEA with support from JICA TA	Oct 2022- Mar 2023	OSS by-law is drafted and under review by IPIEA.

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Milestones for project activities (Cont)

Activities during extension	In charge	Timeline	Current progress
2. JAIP Operation			
Improve JAIP operation and O&M through WG meeting	IPIEA, JAIP Co. with facilitation of JICA TA	Aug End 2021-	It was implemented in Aug22, 2022.
Improve services to tenants through training and advisory services utilizing Palpro center	JAIP Co. with support from JICA TA	Aug End 2021-	1 st session was held. Coordinated Jordan and Egypt counterpart to facilitate export of JAIP tenants
Develop plan for promotion seminars in Nazareth, Hebron, Nablus and Amman	JAIP Co. with support from JICA TA	Sep End 2021-	Considering the security situation in Palestine, 1 st seminar will be held in Nazareth or Haifa after Ramadan in 2023.
Prepare for promotion seminars (e.g. promotion materials, announcement, venue selection, coordination with chamber etc.)	JAIP Co. with support from JICA TA	May-Aug 2022	JAIP Co. and JICA TA drafted promotion materials and agenda for promotion seminar. JAIP Co. hired staff for marketing and promotion.
Organize promotion seminars (attract 100 companies in total)	JAIP Co. with support from JICA TA	Aug End 2022-	It is postponed after Ramadan in 2023 after confirming the lease fee in Phase 2.
Update JAIP guidelines	JICA TA in collaboration with JAIP Co.	Oct 2022- Mar 2023	Monitoring sheet and report form was developed. JICA TA also made O&M guidelines.
Facilitate discussion on exclusive road and logistics center	IPIEA and JICA TA	Aug 2021-End	JICA TA supports based on necessity.
Submit business and marketing plan	JAIP Co.	Sep 2021-End	Marketing plan was completed in Oct 2021. Business plan will be finalized in May 2023.
Brush up business and marketing plan	JICA TA	Nov 2021- May 2022	Completed modification of BP. JICA TA made cost benefit analysis on May 2022.
Approve business and marketing plan	IPIEA	May-Jul 2022	Marketing plan was completed in Oct 2021. Business plan will be finalized in May 2023.
Clarify the milestones for JAIP Phase II Stage I development	IPIEA, JAIP Co. and JICA TA	May 2022	Stage I takes 3 years and remaining part of Phase II takes 4 years for development.
Conduct detail design for wadi improvement	JICA TA	Mar 2022	Final report was submitted. JICA TA is checking detail.
Supervise onsite and offsite infrastructure development for JAIP Phase II Stage I	IPIEA with support from JICA TA	Jun 2022-End	Monitored periodically.

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マイルストーンモニタリングシート

WBS for Industrial Promotion Project
as of 6 March 2023

Work	Work Breakdown	Action	Note	in Charge	Schedule		Actual		Progress (%)	2021												2022												2023		Recovery action
					Start	End	Start	End		1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	
(Task 0) Overall project management																																				
0-1	Set indicators for project evaluation	Identify appropriate indicators	Investment amount, number of employment, and satisfaction of tenants can be the indicator.	TA Team	2021/3/15	2022/2/15	2021/3/15	2021/5/15	100%																											
0-2	Monitoring of project progress based on WBS	Conduct baseline survey	Conducted survey and collected indicators.	TA Team	2021/4/15	2021/5/15	2021/3/15	2021/6/15	100%																											
0-3	Update the WBS weekly	Update the WBS weekly	WBS will be attached for monthly report to JICA.	TA Team	2021/3/15	2022/2/14	2021/3/15		NA																											
0-3	Confirm project activities till the end of the project	detail activities were discussed and confirmed in WG meeting	Approved in JCC	All party	2021/8/30	2021/9/24	2021/8/30	2021/9/24	100%																											
0-4	Revise milestones of the project	detail activities were discussed and confirmed in WG meeting	Approved in JCC	All party	2021/9/10	2021/9/24	2021/9/10	2021/9/24	100%																											
(Task 1) (Output1) Legal framework regarding Industrial Zones (Laws, regulations, by-laws and concession agreements) is analyzed and major revision points are proposed.																																				
1-1	Analyze the Laws and by-laws and policy regarding Industrial Zones (IPIEA law and industry related laws, etc.) of Palestine in consideration with laws and regulations in other countries and consider points to be revised and propose recommendation	Develop study report	The study result was once approved by PIEFZA.	TA Team	2019/12/14	2020/9/30	2019/12/14	2021/3/21	100%																											
		Develop necessary law, by law, regulation	TA Team will provide cases of LTO and tax incentives in other countries. Developed PIEFZA by law.	IPIEA	2019/12/14	2020/9/30	2019/12/14	2021/3/21	100%																											
		Show recommendation of legal framework and other country cases	IPIEA committee will make policy to develop IPIEA Law. Based on it, TA Team will support to develop merge the laws.	TA Team	2021/9/1	2021/10/31	2021/9/8	2021/10/28	100%																											
		Develop policy paper on IPIEA Law	Lucy conducted series of online meeting with legal department. TA Team drafts the policy paper and are waiting for IPIEA's legal department comments	IPIEA	2021/10/1	2021/12/31	2021/10/28		100%																											
		IPIEA develops draft IPIEA Law with support from local consultant	JICA TA team evaluated the proposals and selected Tadbeer firm law to work on merging the two laws. The contract with Tadbeer Legal Firm was signed on June 19th and TA team conducted a kick-off meeting with IPIEA and the legal firm. The legal consultant handed over a hardcopy of the first draft of the new IPIEA law in Arabic to IPIEA on July 26th for their review and feedback. Tadbeer received comments on the drafted law from various ministries including MoF, EQA, industrial park representative, local governorate and the private sectors. IPIEA BoD discussed and agreed on 100% of the comments. On November 24, IPIEA submitted the final IPIEA law to the Councils of Ministers for approval. Tadbeer Legal Firm translated IPIEA Final Law to English.	IPIEA	2022/1/1	2022/3/31	2022/2/1	30/5/2022	100%																											
		IPIEA get approval on IPIEA Law from PA	On November 24, IPIEA submitted the final IPIEA law to the Councils of Ministers for approval. On February 9th, the Council of Ministers finished the first reading. On February 13th, the Council of Ministers finished the second reading and they received comments from several ministries. The Legal consultant will work on these comments with IPIEA. Thereafter, the Council of Ministers will issue IPIEA Law to the President. The legal advisors at the president office will review it to make sure there are no contradictions with other laws. After the president sign the law, it will be published in official newspaper for 3 days. It will take 30 days for the law to be official.	IPIEA	2022/4/1	2022/9/30			30%																											
1-2	Analyze and make recommendation for revision of the concession agreement between IPIEA and the Developer	Develop standard form of concession agreement	Drafted standard form.	TA Team	2020/2/26	2020/9/30	2020/2/26	2021/3/21	100%																											
1-3	Analyze and propose improvement for One Stop Services	Analysis on OSS	Tadbeer prepared the draft final OSS bylaw. Once IPIEA Law is approved by Cabinet, then IPIEA will proceed with OSS bylaw in order to reflect all comments made to IPIEA Law.	TA Team	2019/9/1	2021/6/1	2019/9/1	2021/11/30	50%																											
		Clarify licensing process necessary for foreign investors		TA Team	2020/12/1	2020/12/31	2020/12/1	2020/12/31	100%																											
		Develop process on business license for foreign investors	If foreign investors comes to JAIP, IPIEA and TA Team support them to obtain licenses.	IPIEA	2020/3/1	2021/7/1	Not yet started.		0%																											
		Coordinates with JIC based on MOU	TA Team drafted questionnaire to JIC. However, IPIEA requested to stop the activity for a while.	IPIEA and TA Team	2021/9/1	2021/9/30	2021/9/1		50%																											
		Prepare visit to Jordan (e.g. questionnaire, selection of participants, administrative preparation)	IPIEA requested to stop the activity for a while.	IPIEA and TA Team	2021/10/1	2021/12/31	Not yet started.		0%																											
		Visit Jordan to learn experience and knowledge of OSS	IPIEA requested to stop the activity for a while.	IPIEA and TA Team	2022/1/1	2022/3/31	Not yet started.		0%																											
		Draft OSS by-law and action plan based on visit to Jordan	JICA is working on hiring a local consultant to draft the OSS bylaw.	IPIEA and TA Team	2022/4/1	2022/5/31	Not yet started.		0%																											
(Task 2) (Output2) Business Plan for the JAIP Developer is reviewed and its implementation is promoted.																																				
2-1	Review business plan prepared by the Developer	Comments on business plan and master plan on JAIP phase 2 development	Completed	TA Team	NA	Completed in Phase 1 of project			100%																											
		Revised business plan and market plan	Completed	Developer	NA	Completed in Phase 1 of project			100%																											
		Develop action plan (marketing plan) on JAIP Phase 2	Developer to prepare marketing plan on how to attract 50 tenants within 2 years. Mr. Khalid informed that JAIP Co. drafted the plan. They are getting approval from board. Review and update marketing plan: JICA TA Team prepared a marketing plan and submitted it to JAIPCO for review. JICA TA Team will revise the marketing plan based on JAIPCO's request. JAIPCO requested JICA TA Team to prepare a cost benefit analysis for JAIPCO's revenue in phase II to assist in reconsidering the leasing price. JICA TA Team prepared the cost benefit analysis and sent it to JAIPCO. JAIPCO reviewed the analysis and will share few comments. Approve marketing plan	TA Team	2021/10/1	2021/12/31	2021/6/1		50%																											
		Revised marketing and business plan	JAIPCO is preparing a draft revised business plan. They might share it with JICA TA Team for review and feedback before submitting it to JAIPCO's BoD for approval.	TA Team	2022/6/17	2022/7/6	17/6/2022		80%																											
				IPIEA	2022/1/1	2022/2/28	Not yet started.		0%																											
2-2	Agree on concrete milestone of the development of JAIP between IPIEA and the Developer	Develop milestones on JAIP Operation. Agree on above milestones by stakeholders	Completed	TA Team	2020/11/30	2020/12/1	2020/11/30	2020/12/1	100%																											
		Agree on milestones on Phase 2 Stage 1 development	Waiting for plans from JAIP Co.	All	2021/10/1	2021/12/31	Not yet started.		50%																											
2-3	In case there is any delay in the milestone, analyze reasons for delay and the problem and review the recovery plan submitted	Organize WG meeting once in every month and discuss solution on delay in project activities.	Issues to be discussed in WG meeting.	All	2021/1/1	2022/2/15	2021/1/1		NA																											
		Develop financial model of JAIP	Completed	Developer	Completed in Phase 1 of project				100%																											
		Revise financial model of JAIP based on financial report	Completed	TA Team	Completed in Phase 1 of project				100%																											
		Develop fee model for solid waste management	Completed	TA Team	Completed in Phase 1 of project				100%																											
		Finalize fee structure on solid waste management	Completed	IPIEA	Completed in Phase 1 of project				100%																											
		Implement solid waste management	Completed	Developer	Completed in Phase 1 of project				100%																											
		Install waste water facilities	Completed	Tenant	Completed in Phase 1 of project				100%																											
		Negotiate with JM to connect JAIP and JM waste water management system	Completed	IPIEA	Started in Phase 1 of project	2020/10/30	Started in Phase 1 of project	2020/9/9		100%																										
		Clean septic tank of JAIP	Completed	Developer	Started in Phase 1 of project	2020/11/15	2021/3/15	2021/5/15		100%																										
		Connect JAIP and JMWWS	JAIPCO's legal advisor handed over the wastewater legal procedure document to IPIEA on 27 June 2021. IPIEA prepared one page of wastewater parameters. JAIPCO distributed the one page wastewater parameters to all JAIP tenants. On June 9th, IPIEA conducted a workshop for JAIP tenants to explain the criteria mentioned in the standard sheet. The workshop was held in coordination with Jericho municipality and UNOPS.	Developer	Started in Phase 1 of project	6/30/2021+G	2021/4/27	2021/12/30		80%																										
		Attract new tenant	JICA TA assisted developer to attract foreign investor (MicroSure). Organize business matching with companies in Dubai. Coordinated with JETRO but informed that there are not any investors to be recommended for now. Develop plan for promotion seminars in Nazareth, Haifa, Nablus and Amman. Prepare for promotion seminars (e.g. promotion materials, announcement, venue selection, coordination with chamber etc.) MoNE minister requested holding off on doing the promotion seminar in Nazareth due to political situation. Hold workshops with experts from Jordan and Egypt to support the tenants in exporting JAIP products	Developer and JICA TA	2020/12/1	2021/4/30	2021/1/20	2021/8/30		100%																										
		Developer and JICA TA	2021/2/1	2021/10/31	2021/2/1	2021/10/30		100%																												
		Developer and JICA TA	2021/9/1	2021/9/30	2021/9/1	2021/9/30		50%																												
		Developer and JICA TA	2021/9/1	2021/11/30	2021/9/1			30%																												
		JICA and IPIEA	2023/1/1	28/2/2023	2023/1/1	28/2/2023		30%																												

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JCC（第1回）議事録

Minutes of Meeting (Draft)

1st JCC meeting
2nd July 2019

1. Agenda

Welcome Remarks (MONE Minister)

Remarks (Ambassador of RoJ)

Major Goals to be achieved by the Project (Deputy DG of JICA)

Expected role by the Project (DG of MONE)

Expected role by the Project (CEO of PIEFZA)

Expected role by the Project (Chairman of JAIP Co.)

Summary of Inception Report (JICA Expert Team)

Summary of Discussion

Closing Remarks (Chief Representative of JICA Palestine Office)

2. Proceeding

(1) Welcome Remarks

- MoNE Minister (Mr. Khalid Osaily)

Mr. Osaily thanked Japan for the support provided to the Palestinian, and appreciate the historical relation between the two nations, and H.E. emphasized on the government commitment to the guidance points from President Abbas, the guidance points covers four parts: i) better industry, more productivity and export, ii) more industrial zones, iii) to facilitate support to the private sector and brining more investment, iv) to focus more on renewable energy. Minister Osaily highlighted that JICA support is within these four points. H.E. then touched on the GDP figures of Palestine around USD14 billion in 2018. The GDP growth rate (constant prices 2015 as base year) was 4.7% in 2017 but in 2018 slow down to -2.1%.

Minister Osaily appreciates the support Japan is providing with the peace corridor initiative, and ended his speech by thanking Japan for all the support and ensuring the need of a real partnership in choosing and implementing projects and interventions.

- Ambassador of ROJ (Mr. Takeshi Okubo)

The Japanese Ambassador Mr. Okubo expressed his pleasure in attending the 1st JCC meeting of industrial promotion project implemented by JICA, and also expressed his sincere appreciation of the commitment of the related organization MoNE, PIEFZA and JAIP for the successful implementation of the project.

The Ambassador highlighted the intervention from Japan for the economic development in Palestine, mainly the support provided to PIEFZA and JAIP, and his Excellency expressed his pleasure knowing the progress that 15 tenants are operational in JAIP and 28 tenants have signed the lease agreement with the developer.

Ambassador Okubo focused on the current support provided to construct and equip two additional floors in JAIP administration building to be used for the Palestinian Industrial Capacity Development Center called PICDEC, scheduled to complete in early 2020. PICDEC will offer various services such as ICT solutions and trainings, quality control and so on, and these services to be provided not only to JAIP tenants but to the SMEs as well. Japan will

continue to support operation of PICDEC through JICA training program. Additional projects to be financed too such as construction of waste water treatment plant and fire station on the premises of JAIP. Alongside with CEAPAD, a business to business matching event will be organized for the first time connecting Palestinian business community with its Indonesian counterpart, and the integration of JAIP and CEAPAD is being sought after a view to enhancing the synergy effect.

Mr. Okubo focused on improving the business environment in Palestine through the revision of laws and regulation first and foremost to give more incentives to prospective investors. And he urged the government of Palestine, especially MoNE to do more for streamlining the business-related procedures including one stop shop, as well as providing more attractive tax incentives. In addition he talked about Japan's experience and the role of public sector as a strong vehicle to produce overall master plan for industrialization, including support for SMEs which can make real economic take-off possible. Mr. Okubo hoped that H.E. Minister Khalid Osaily would demonstrate his strong leadership in coming up with the master plan and its implementation. He asked his Excellency to take the necessary measures to make JAIP as free industrial zone with the aim of attracting investment and enhancing exports.

Mr. Okubo also appreciated the intervention made by KANDENKO Co., Ltd. in PV system and its benefit to the sustainability of JAIP, and he also hope that KANDENKO's success story could ignite the further investment of the Japanese business community in JAIP which will bring more sustainability to the whole project, to open up doors of JAIP to more investment from Japan and we need continuous and strong support from MoNE, PIEFZA, JAIP Co, PENRA and JDECO for establishing SPC to operate and maintain PV system with the participation of KANDENKO in the near future, Ambassador Okubo expressed his believe that this step will attract more investors from inside and outside Palestine.

In relation to JAIP Co, Mr. Ambassador urged JAIP Co to launch the 2nd stage development as soon as possible, indicating that JAIP has a great potential to be a hub of trade and commerce in the region once we put our resources together and work hard to achieve the shared goal. Mr. Okubo believe that the government of Palestine, private sector represented by JAIP Co and JAIP tenants are holding the key for future of Palestine.

(2) Major goals to be achieved by the project

- Deputy DG of JICA (Mr. Hironobu Murakami)

Mr. Murakami started his speech by remembering his first visit to Palestine ten years ago for the study of JAIP, and that he was impressed by the progress today. He referred this to the commitment of the stakeholders, and on this opportunity he thanked all who participate in enhancing Palestinian economy.

Mr. Murakami explained the three project components, and the related organization to each component; First component: legal framework regarding industrial zone to be examined, in this project will work with PIEFZA and MoNE, Second component: implementation of operation and maintenance of JAIP, Third component: BAS provided to MSMEs in Palestine in a sustainable way. This service will not only cover JAIP but also all over West Bank, and these all are parts of this project which comes to better all for Palestinians to sustainable and viable Palestinian economy.

Mr. Murakami assured that the Japan's initiative for corridor of peace and prosperity will fully support Palestine for this goal, to promote economic independence of Palestine and regional communication with neighboring countries by creating job opportunities, implementing businesses and promoting Palestinian industries, and he assured that the coordination between MoNE, PIEFZA, PFI and FPCCIA is the key for successful implementation of the project and economic development of all part of Palestine.

Mr. Murakami expressed his hopes that this meeting will strengthening the relationships between all the stakeholders and contribute to the all over goal that one day Palestine become the real corridor of peace and prosperity, and he witness this day.

(3) Expected role by the project

- DG of MONE (Ms. Shifaa Abu Saadeh)

Ms. Saadeh started her speech with the emphasizing the need to support SMEs as the majority of enterprises in Palestine with training and consultation services, and relevance of those Business Advisory Services (BAS) are critical in terms of economic policy in order to enhance the competitiveness of the Palestinian SMEs both in domestic and international market. MONE expect that the National Experts (NEs) in this new phase of the Project will be both upgraded in quality and increased in number to serve SMEs. She mentioned the need to develop effective BAS system in Palestine to sustain the impact, putting emphasis on sustainability throughout the project. To realize that, the collaboration among MONE, FPCCIA, PFI in the BAS system is of great importance.

Ms. Shifaa presented the facts of previous phase of the project, 50 NEs has been certified and 33 companies benefited through on-site pilot cases. She expressed her happiness to start the new project based on this sound result in the Project. She added that they will redefine the roles and positions in the BAS system, to make an enabling environment for the system of BAS provisions as governing body. Regarding new measures to recruit more candidates for NEs from private sector, she noted that more participants from private sector doesn't automatically mean sustainability, and more measures are required: maybe units in chambers and unions with some monitoring from MoNE.

In terms of management of the activities of the Project Component-3, Ms. Shifaa indicated that the task team with three parties will plan and monitor the Project with JICA project team, most importantly to achieve performance improvements on the companies.

Ms. Shifaa assured that when establishing the BAS provision system, it is necessary to have a clear vision on SMEs and BAS and its strategy on how to get to that status (roadmap). The existing old vision and plan will be revised and reflect lessons learned from the pilot activities in the three regions, namely Ramallah, Jericho and Jerusalem, which can be replicated and disseminated in other regions.

- CEO of PIEFZA (Dr. Ali Shaath)

Dr. Shaath started with highlighting the success of JAIP phase 1 implementation, and he thanked JICA and the initiative of corridor of peace and prosperity. He also highlighted that tenants' satisfaction is important, and that helping them will be possible by the services provided by JAIP Co, PIEFZA and Governmental institutions. He introduced the Japanese Minister of Foreign Affairs Mr. Kono's plan for upgrading JAIP will be through i) the tech center (PICDEC) to provide services certifications, consultation, quality

control, labs in addition to train them, ii) having a proper logistics by using exclusive road to carry products, which will contribute not only for JAIP but to other industrial zones, and iii) providing water needed for tenants, and he thanked for Japan in assisting the JAIP to achieve this and we hope by the end of the year we will have water through the deep wells, and this deep well should be managed by JAIP Co.

Dr. Ali, assured that the first priority for the tenants is water for its impact on tenants to operate properly to achieve their objectives. The second priority is electricity, and additional PV systems will be working within 6 months for the benefits of the tenants only.

Dr. Ali presented the current figures for JAIP tenants, 5 new lease agreement signed and 15 is operating. He thanked Japan for new initiative by ROJ which is the J-FAST a soft loan for eight years with zero interest.

Dr. Ali indicated that, as the first component, the project will intervene in the legal structure, to refine the legal instrument to make law attractive for investors and this will end up with a better environment and make investors more secure. The second component is about the business plan of JAIP, how to implement, monitor and review the concession agreement to have a win-win situation for developer, government and tenants.

- Chairman of JAIP Co. (Mr. Bassam Walweel)

Mr. Walweel started his speech with expressing appreciation to Japan and their contribution to JAIP. He also highlighted the main problem occurring currently is the communication on the ground. This shall be organized and enhanced. Also the interventions shall be designed to meet the needs on the ground level for the beneficiaries, tenants, the developer and PIEFZA.

Mr. Walweel indicated the necessity to work together to enhance the industrial ecosystem and remove the barriers, then this will attract good investors. And he mentioned that JAIP Co. need more experience and knowledge to enhance the performance as the first industrial zone in Palestine, such as getting familiar with other countries' experience and having incentive plans for the developer. For the PICDEC Mr. Walweel also recommended to have a 3rd floor to accommodate trainees and activate the training center in PICDEC.

And for better comprehensive support to SMEs Mr. Walweel suggested to have a body specialized in supporting SMEs, to provide better services. Mr. Walweel showed interest in the project and expressed his willingness to support and coordinate the efforts for the success of JAIP.

(4) Summary of Inception Report

- JICA Expert Team (Mr. Teruki Takahashi)

Mr. Takahashi presented summary of the inception report –attached, which covered detailed structure and objectives of the project's three components. He raised following discussion points: Necessity of effective and productive partnership between public and private for JAIP, to attract FDI, to enhance service provision to JAIP tenants, to clarify the role of MONE to develop sustainable BAS to support Palestinian industries.

(5) Summary of Discussion

Some questions were raised by the JCC members and attendees at the end of the presentation, which are summarized as follows:

- Starting the project activities: The official project period is indicated in inception report in two terms starting from March 2019 when the first Japanese expert was dispatched. The activities are not up running because main assignment so far is analysis and planning and some activities are delayed due to postponement of 1st JCC meeting. The working group 1 & 2 are to be formulated and main activities will be commenced shortly for all three components. If necessary, the project period can be extended based on mutual agreement between JICA and Palestinian counterparts.
- PIEFZA should lead Component 1 of legal framework, concession agreement and by-laws. Other stakeholders will coordinate with PIEFZA.
- Effective and clear communication channels and tools shall be established for all parts, and focal points are to be introduced to each other. Palestinian side shall be well informed and consulted on the activities.
- Roles and responsibilities shall be defined, a dialogue is to be started between related organization, and then guidelines to be developed.
- For component 3, with the support of Palestinian stakeholders, BAS Vision and Action plans are to be revised and actual BAS to be implemented. MoNE's role on BAS will be discussed and defined based on the agreed and clear interpretation of the existing mandates and job descriptions with special consideration on the Minister's comment to focus on private sector. Level of intervention and scope of work of MoNE staff will be discussed and they will take part in the trainings and facilitation of BAS based on agreed level of intervention and scope of work. JAIP tenants can be benefitted from Component 3.

(6) Closing Remarks

- Chief Representative of JICA Palestine Office (Mr. Toshiya Abe)

Mr. Abe expressed his sincere appreciation for the presence and contribution and commitment in the project, and he emphasized on the necessity for active dialogue and communication, for its essential role in the success of the project.

Mr. Abe reaffirms JICA's commitment to this project, as it is considered as one of the valuable projects since JICA started Technical Assistance in Palestine at 1994. It is a challenging project in term of the number of stakeholders involved from both private and public sectors, and that this project contributes to the overall objective of creating sustainable and viable economy in Palestine.

In the end, Mr. Abe thanked the participants and assured that together the stakeholders can have a better tomorrow for all.

別添 4

プロジェクト期間延長に係る 改訂 R/D の MOM

**MINUTES OF MEETINGS
BETWEEN
MINISTRY OF NATIONAL ECONOMY OF PALESTINIAN AUTHORITY
AND
JAPAN INTERNATIONAL COOPERATION AGENCY
FOR
AMENDMENT FOR RECORD OF DISCUSSIONS
ON
INDUSTRIAL PROMOTION PROJECT**

The Japan International Cooperation Agency (hereinafter referred to as "JICA") and the Ministry of National Economy of Palestine (hereinafter referred to as "the Counterpart") hereby agree that the Record of Discussions (hereinafter referred to as "R/D") on Industrial Promotion Project (hereinafter referred to as "The Project"), signed on November 11, 2018 shall be amended as follows:

The parties acknowledge and agree that this Minutes of Meetings may be executed by electronic signature, which is considered as an original signature for all purposes and has the same force and effect as an original signature. "Electronic signature" includes faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature. This amendment shall become effective as of October 21, 2021.

1. (Attachment 1 : Record of Discussions)

Before	Amended Version
(4) Duration 3 years from the first expert dispatched	(4) Duration 4 years from the first expert dispatched
Reason: Due to the global pandemic of COVID-19, JICA experts have been unable to join the activities in-person in Palestinian Authority. Some of the outputs face a difficulty to be achieved and it affects the overall goals as well. In order to achieve the outputs and enhance the sustainability, the project duration needs to be extended until March 2023.	

Before	Amended Version
Palestine Industrial Estates and Free Zones Authority (hereinafter referred to as "PIEFZA")	Investment Promotion and Industrial Estate Agency (hereinafter referred to as "IPIEA")
Reason: PIEFZA was integrated with PIPA (Palestine Investment Promotion Agency) in April 2021, and changed the name to IPIEA.	

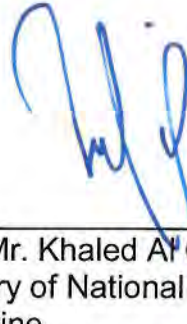
Attachment 1 : Record of Discussions (signed on November 11, 2018)

Attachment 2 : Key Performance Indicators (KPIs) and Milestones for Project Extension

October 21, 2021



Mr. Abe Toshiya
Chief Representative
JICA Palestine Office
Japan International Cooperation
Agency (JICA)



H.E. Mr. Khaled Al-Osaili
Ministry of National Economy of
Palestine
Chairman of IPIEA

RECORD OF DISCUSSIONS
FOR
INDUSTRIAL PROMOTION PROJECT
AGREED UPON BETWEEN
MINISTRY OF NATIONAL ECONOMY
OF
PALESTINIAN AUTHORITY
AND
JAPAN INTERNATIONAL COOPERATION AGENCY

Dated November 11, 2018

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Based on the minutes of meetings on the Detailed Planning Survey for the Industrial Promotion Project (hereinafter referred to as "the Project") signed on July 11, 2018 between Ministry of National Economy of Palestine (hereinafter referred to as "the Counterpart") and the Japan International Cooperation Agency (hereinafter referred to as "JICA"), held a series of discussions with the Counterpart and relevant organizations to develop a detailed plan of the Project.

The purpose of this record of discussions (hereinafter referred to as "the R/D") is to establish a mutual agreement for its implementation by both parties and to agree on the detailed plan of the Project as described in the followings and the Annexes, which will be implemented within the framework of the Agreement on Technical Cooperation signed on November 15, 2005 (hereinafter referred to as "the Agreement") and the Note Verbales exchanged on September 5, 2018 between the Government of Japan and the Government of Palestine.

The Counterpart will be responsible for the implementation of the Project in cooperation with JICA, and coordinate with other relevant organizations and ensure that the self-reliant operation of the Project is sustained during and after the implementation period in order to contribute toward social and economic development of Palestine.

Both parties also agreed that the Project will be implemented in accordance with the "Basic Principles for Technical Cooperation" published in December 2016 (hereinafter referred to as "the BP"), unless other arrangements are agreed in the R/D.

The R/D is delivered at Ramallah as of the day and year first above written. The R/D may be amended by a minutes of meetings between both parties, except the plan of operation to be modified in monitoring sheets. The minutes of meetings will be signed by authorized persons of each side who may be different from the signers of the R/D.

For

JAPAN INTERNATIONAL
COOPERATION AGENCY

三井 祐子

Yuko Mitsui
Chief Representative
JICA Palestine Office

For

MINISTRY OF NATIONAL ECONOMY

عبر عودة
Abeer Odeh
Minister

- Annex 1 Main Points Discussed
- Annex 2 Project Description
- Annex 3 List of Proposed Members of Joint Coordinating Committee
- Annex 4 Implementation Structure

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MAIN POINTS DISCUSSED

1. Environmental and Social Considerations

With regard to the Section 10.1 of the BP, the Project is likely to have minimal adverse impact on the environment and society under the 'JICA Guidelines for Environmental and Social Considerations (April 2010)'.

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PROJECT DESCRIPTION

(1) Expected Goals which will be attained after implementing the proposed plan

Investment to JAIP increases and SME business in Palestine revitalizes through the realizing the outputs written in (2).

(2) Outputs

- i. Legal framework regarding Industrial Zones (Laws, regulations, by-laws and concession agreements) is analyzed and major revision points are proposed
- ii. Business Plan for the Developer is reviewed and its implementation is promoted
- iii. Business Advisory Service is provided to MSMEs in Palestine in a sustainable way

(3) Activities

- 1.1 Analyze the Laws and by-laws and policy regarding Industrial Zones (PIEFZA law and industry related laws, etc.) of Palestine in consideration with laws and regulations in other countries and consider points to be revised and propose recommendation
- 1.2 Analyze and make recommendation for revision of the concession agreement between PIEFZA and the Developer
- 1.3 Analyze and propose improvement for One Stop Services

- 2.1 Review business plan prepared by the Developer
- 2.2 Agree on concrete milestone of the development of JAIP between PIEFZA and the Developer
- 2.3 In case there is any delay in the milestone or problem in the performance of the Developer, analyze reasons for delay and the problem and review the recovery plan submitted by the Developer
- 2.4 Provide advices to the Developer on the management of JAIP including marketing, financial management, maintenance, operation and services to the tenants of JAIP
- 2.5 Develop and review necessary guidelines and regulations for appropriate operation of JAIP
- 2.6 Analyze the function of logistic center proposed for JAIP
- 2.7 Facilitate discussions regarding the logistic centers among the stakeholders

- 3.1 Identify subjects (business plan, accounting, marketing, quality/productivity improvement, entrepreneurship, and IT) and consider appropriate means, resources to provide services to MSMEs

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- 3.2 Develop training contents and materials such as e-learning systems to train National Experts (NEs).
- 3.3 Develop a sustainable model to provide Business Advisory Service (BAS)
- 3.4 Implement BAS through utilizing NEs under facilitation of private sector institutions (FPCCIA and PFI) in two model sites (Ramallah/Jerusalem and Jericho)
- 3.5 Enhance the capabilities of NEs through extensive on-site trainings
- 3.6 Utilize Industrial Capacity Building Center in JAIP as a platform to conduct seminars and events that will benefit Palestinian industries

(4) Duration

3 years from the first expert dispatched

(5) Selection of Model Regions

for Industrial Zones: Jericho (JAIP)

for BAS: Ramallah / Jerusalem and Jericho

(6) Other details are described in the Annexes as attached.

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List of Proposed Members of Joint Coordination Committee for
Industrial Promotion Project

1. **Composition**

(1) Project Team

- 1) Chairperson, Minister of National Economy (MONE)
- 2) Project Director for Industrial Zones component, CEO(DG) of Palestine Industrial Estates and Free Zones Authority (PIEFZA)
- 3) Project Director for BAS component: DG of Industry and Natural Resources, MONE
- 4) JICA Experts
- 5) Personnel from the Counterpart
 - Representatives of PIEFZA
 - Representatives of JAIP Co.
 - Representatives of Federation of Palestinian Chamber of Commerce, Industry and Agriculture (FPCCIA)
 - Representatives of Palestinian Federation of Industries (PFI)
- 6) Others whom are to be agreed by the Counterpart and JICA

(2) Other members from Palestinian side

- 1) Cooperation partners,
- 2) Other persons that Palestinian side might consider necessary (consultants, technicians, etc)

(3) Other members from Japanese side:

- 1) Chief Representative, Representative and staff of JICA Palestine Office
- 2) Staff from JICA Headquarters, other domestic and overseas offices
- 3) Staff from the Representative Office of Japan
- 4) Other persons that Japanese side might consider necessary





Tentative Implementation Structure

Annex 4

JCC

Project Director: Minister of MONE

Members: See Annex 3 (List of Proposed Members of Joint Coordinating Committee)

Platform of the Project

Project Directors

- Project Director for Industrial Zones component, CEO(DG) of PIEFZA
- Project Director for BAS component: DG of Industry and Natural Resources, MONE

Working Groups for Industrial Zones

A: Output 1

Legal Framework / Concession Agreement

Leader: TBD

Legal Department, MONE

Director of JAIP / Legal Advisor, PIEFZA

General Manager, JAIPCo

Others who are to be agreed by the working group

B: Output 2

Business Plan

Leader: TBD

Director of JAIP / Other related Dept, PIEFZA

General Manager, JAIPCo

Others who are to be agreed by the working group

Working Groups for BAS

C: Output 3

Business Advisory Service (BAS)

Leader: TBD

Industrial Development and Planning Dept, MONE

Secretary General, FPCCIA

Secretary General, PFI

Others (Banks, Academia, Labs etc.)

Others who are to be agreed by the working group

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Project extension period and KPI

- Project extension period: 1 year (till March 2023)
- Output, Outcome, Indicators, and KPIs are summarized as follows:

Activity	Output	Outcome	Indicators	KPI
Task 1: Legal Framework	<ul style="list-style-type: none"> • Legal framework regarding IPs is analyzed and major revision points are proposed. 	<ul style="list-style-type: none"> • Policies and programs related to industrial parks are formulated, implemented and continued. 	<ul style="list-style-type: none"> • Recommendations on laws, regulations, by-laws and concession agreements are reflected in the legal framework on IPIEA such as IPIEA Law. 	<ul style="list-style-type: none"> • Development of draft IPIEA Law • Development of draft OSS by Law
Task 2: JAIP Management	<ul style="list-style-type: none"> • Business Plan for the Developer is reviewed, and its implementation is promoted. 	<ul style="list-style-type: none"> • Services to JAIP investors are improved. 	<ul style="list-style-type: none"> • 3/4 of tenants recognize that services including utility, logistics, incentives and etc. have been improved. • Milestones for JAIP operation is developed and utilized by stakeholders. • O&M guideline is developed and O&M is continuously conducted by the Developer. 	<ul style="list-style-type: none"> • Satisfaction rate of JAIP tenants • Number of JAIP tenants • Number of job creation in JAIP • Investment amount in JAIP • Development of Milestones for JAIP operation • Development of O&M guidelines • Clear schedule for Phase 2 development • Organization of promotion seminars • Reduce CO2 emission

Project extension period and KPI (Cont)

- Project extension period: 1 year (till March 2023)
- Output, Outcome, Indicators, and KPIs are summarized as follows:

Activity	Output	Outcome	Indicators	KPI
Task 3: BAS	<ul style="list-style-type: none"> • BAS is provided to MSMEs in Palestine in a sustainable way. 	<ul style="list-style-type: none"> • Performance of BAS supported enterprises is improved. 	<ul style="list-style-type: none"> • 3/4 of performance (productivity, sales, profit and operating profit ratio) of BAS-supported enterprises is improved. 	<ul style="list-style-type: none"> • Approved revised vision and action plan • BAS guidelines • Training materials • Number of NEs • Number of training courses and seminars • Number of companies supported by BAS • Performance of companies supported by BAS



Milestones for project activities

Activities during extension	In charge	Timeline
0. Project Management		
Confirm project activities till the end of the project	IPIEA, JAIP Co., JICA TA	Aug-Sep 2021
Revise milestones of the project	IPIEA, JAIP Co., JICA TA	Sep 2021
1. Legal framework		
Show recommendation of legal framework and other country cases	JICA TA	Aug-Sep 2021
Develop policy paper for IPIEA Law and get approval from committee	IPIEA with support from JICA TA	Oct-Dec 2021
Draft IPIEA Law	IPIEA with support from JICA TA	Jan-Mar 2022
Coordinate with stakeholders for approval of IPIEA Law	IPIEA with support from JICA TA	Apr-Sep 2022
Coordinates with JIC based on MOU	IPIEA and JICA TA	Sep 2021
Prepare visit to Jordan (e.g. questionnaire, selection of participants, administrative preparation)	IPIEA with support from JICA TA	Oct-Dec 2021
Visit Jordan to learn experience and knowledge of OSS	IPIEA with support from JICA TA	Jan-Mar 2022 (Depends on COVID-19 situation)
Draft OSS by-law and action plan based on visit to Jordan	IPIEA with support from JICA TA	Apr-May 2022



Milestones for project activities (Cont)

Activities during extension	In charge	Timeline
2. JAIP Operation		
Improve JAIP operation and O&M through WG meeting	IPIEA, JAIP Co. with facilitation of JICA TA	Aug 2021- End
Improve services to tenants through training and advisory services utilizing Palpro center	JAIP Co. with support from JICA TA	Aug 2021- End
Develop plan for promotion seminars in Nazareth, Hebron, Nablus and Amman	JAIP Co. with support from JICA TA	Sep 2021
Prepare for promotion seminars (e.g. promotion materials, announcement, venue selection, coordination with chamber etc.)	JAIP Co. with support from JICA TA	Sep-Nov 2021
Organize promotion seminars (attract 100 companies in total)	JAIP Co. with support from JICA TA	Dec 2021-Sep 2022
Update JAIP guidelines	JICA TA in collaboration with JAIP Co.	Oct-Nov 2022
Facilitate discussion on exclusive road and logistics center	IPIEA and JICA TA	Aug 2021-End
Submit business and marketing plan	JAIP Co.	Sep-Oct 2021
Brush up business and marketing plan	JICA TA	Nov-Dec 2021
Approve business and marketing plan	IPIEA	Jan-Feb 2022
Clarify the milestones for JAIP Phase II Stage I development	IPIEA, JAIP Co. and JICA TA	Feb 2022
Conduct detail design for wadi improvement	JICA TA	Mar 2022-End
Supervise onsite and offsite infrastructure development for JAIP Phase II Stage I	IPIEA with support from JICA TA	Jan 2022-End



Milestones for project activities (Cont)

Tasks	Revision/Additional Items	In charge	Schedule
3-0	Revision of BAS Vision and Action Plan	MONE	Sep 2021
3-2	Practice of E-learning system/material utilization	MONE, FPCCIA, TA Team	Dec 2021- Project End
3-3	Establish BAS provision model utilizing CCIAs	MONE, FPCCIA, TA Team	Aug 2021 – Feb 2022, Mar – Jul 2022
3-4	Service provision at model sites (Ramallah/Jerusalem, Jericho) utilizing CCIAs	MONE, FPCCIA, TA Team	Aug 2021 – Feb 2022, Mar 2022 -Project End
3-5	Additional OST	MONE, FPCCIA, TA Team	Mar 2022 - Project End



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JCC（第 2 回）議事録

Minutes of Meeting

2nd JCC meeting
21Oct 2021

Agenda

Welcome Remarks (MONE Minister)
Progress of components 1&2 by the Project (CEO of IPIEA previously PIEFZA and PIPA)
Progress of component 3 the Project (DG of MONE)
Short speech by JAIP Co. (Chairman of JAIP Co.)
Project Progress and way forward (JICA Expert Team)
Discussion
Summary of Discussion
Closing Remarks (Chief Representative of JICA Palestine Office)

Proceeding

Welcome Remark (MoNE Minister)

The meeting commenced with facilitation from Ms. Manal Farhan –Deputy Minister of National Economy and the master of ceremony, who welcomed the participants and started the meeting with a call for welcome remark speech by H.E. Mr. Khalid Osaily.

In his speech H.E. Mr. Osaily started by welcoming Chief Representative of JICA and all honorable guests, H.E. thanked Japan and JICA for their continuous support to the Palestinian economy. H.E. emphasized that MoNE is commitment to create more enabled business environment thus companies law, competition law are to be published very soon, other reforms such as intellectual property rights law, industrial policy, MSMEs strategy are in the pipeline. Here H.E. stressed that most of MSMEs in Palestine were negatively impacted by COVID-19 Pandemic; in response to the pandemic MoNE has launched many programs and projects to provide financial and technical assistance to the affected startups and SMEs so they can recover from the consequences of the pandemic. H.E. highlighted that the cabinet announced the unified definition of SMEs in compliance with the best practices. This definition is critical to identifying the needs and challenges of SMEs and to developing of the needed interventions and policies, plans and grants.

H.E. appreciated the historical relation with Japan, and he pointed out to the launching of PalPro center with the presence of H.E. Minister of Foreign Affairs of Japan months ago, where this center will serve as a hub for JAIP tenants and Jordan valley, and H.E. reaffirm the peace and prosperity initiative which support Palestinian trade and export specially the exclusive road from JAIP to Shuna.

H.E. introduced the Industrial Promotion project and its two components; the development and promotion of JAIP to promote industry through clustering and Foreign Direct Investment (FDI) Mr. Haitham Wahidi will elaborate on this component, and Business Advisory Services (BAS) to support MSMEs, H.E. indicated his appreciation of the development of NEs of MoNE, which definitely will provide the required interventions to MSMEs in a sustainable way specially for those affected by the pandemic.

H.E. wrapped up his speech by thanking JICA for their support and assistance.

Ms. Manal indicated the important role of the industrial sector in the Palestinian economy and job creation; in this regard, MoNE is working with other partners to enhance the competitiveness of the industrial MSMEs through implementing many instruments, Ms. Manal handed the mic to Mr. Khader Daraghmeh and Mr. Haytham Wahidi to elaborate on the project progress.

Progress of the project

DG of MoNE presenting the progress of the project:

Mr. Khader Daraghmeh, Director General of Industry and Natural Resources, and the project director of BAS component, he started his speech by introducing the project output, 27 nurtured private NEs in previous phase, and 25 MoNE staff/field officers trained on Kaizen (production management) area and get familiar with the skills to disseminate good production practices by sensitization seminars etc. as “Kaizen facilitator.”

Mr. Khader indicated the challenges caused by COVID-19 pandemic, such as conducting of further training for new NEs candidates, and providing pilot service to companies to establish effective and realistic system in sustainable manner. The project has provided support for selected companies to cope with business environment in pandemic including new product development, and accumulated experience on the field. From July this year, he explained that the project resumed BAS training and another 18 private NEs has been newly certified.

Mr. Khader trust that the NEs are ready to serve MSMEs and it is high time to actively tackle on the service provision to support companies to recover from the damage during pandemic. Mr. Khader also announced that MoNE has signed the updated BAS Vision and Action Plan. With this commitment, MoNE requested JICA to support the process of realizing revised BAS Vision and Action Plan by extending the project for BAS component as well and MoNE would like to actively be engaged in the planned activities with our private sector partners to achieve real impact and ensure sustainability of the system.

CEO of IPIEA presenting the progress of the project:

Mr. Haitham Wahidi CEO of Investment Promotion & Industrial Estate Agency (IPIEA, newly established agency by the merging of PIEFZA and PIPA) started his speech by welcoming the meeting participants, and announced that after this meeting IPIEA and JAIPCO will sign the agreement of using the roof top JAIPCO and the water supply agreement. In regards of JAIP project, Mr. Haitham explained the merging of PIPA & PIEFZA, he indicated that JICA supported PIEFZA in PIEFZA’s law and the result of the merging require extended support to the new established agency IPIEA, efforts of JICA and its expertise in the field are needed in combining the two laws. Mr. Haitham also talked about Phase two of JAIP, especially stage 1, considering the developer has submitted their business plan before, and JICA team made their comments and recommendation and further efforts are needed to complete the communication and discussion thus Mr. Haitham approached H.E. Minister Osaily for approving the extension of JICA project.

Chairman of JAIP Co. presenting the expected role by the project:

Mr. Khalid Anabtawi, Chairman of JAIP Co., started his speech with expressing appreciation to Japan and JICA and their contribution to JAIP.

Mr. Khalid highlighted the need of the exclusive road, and its role in the sustainability and success of the industrial zone,

Mr. Khalid indicated that some problems are occurring with the tenants mainly after the pandemic, and he would like to seek more support from the government and from Japan to these tenants to overcome these

challenges and issues.

Current progress and planned activities by JICA Project Team

Mr. Teruki Takahashi, deputy team leader of the industrial promotion project, started his speech by thanking H.E. Minister Osaily and other guests for their efforts, then he presented the current progress and way forward of the project starting with JAIP component.

JAIP component

Mr. Takahashi highlighted the historical background and role of JICA in supporting JAIP for around 10 years, and achievement of the project in development of business plan, marketing plan and concession agreement. Then supporting JAIP in providing incentive services to the tenants by development of internal regulation manuals, OSS provision plan, etc.

Mr. Takahashi explained the project objective of investment to JAIP increases and SMEs business in Palestine and revitalized, the project extension will focus on IPIEA's work for smooth operation, and provide review on IPIEA work and make technical comments if requested.

Mr. Takahashi tackled the issues faced during the project and the required actions in this regard.

BAS component

Mr. Takahashi explained the historical background of JICA TA projects, and highlighted the achievements of the BDS enhancement for SMEs project, and its outputs of BDS unit guideline, training materials, BDS vision and action plan. Where the Industrial Promotion project continued with nurturing NEs and provide required BAS training sessions, and is expected to develop E-learning material and platform. Same as other project component, this component suffered from the COVID-19 pandemic which affected activities and had a significant effect on Palestinian Enterprises mainly SMEs.

Mr. Takahashi introduced progress of the BASA Component, certification of 18 new NEs, COVID-19 related consultation to SMEs were provided, and beside that Mr. Takahashi pointed to the delay in BAS provision system and service delivery due to COVID-19, and the necessity to maintain NEs motivated to ensure sustainability. Thus, Mr. Takahashi suggested necessary actions to overcome these issues mainly by utilizing other programs and projects through CCAs to provide opportunities for NEs to provide services.

Discussion

Mr. Haitham indicated that the project team had many meetings with partners to reach agreement on the way forward and activities, and he as IPIEA representative endorse and recommend the planned activities. And explained that MM to be signed for the project extension has the change of the organization name to IPIEA instead of PIEFZA.

Ms. Manal also indicated that MoNE had many discussions and meetings to have these activities in hands now.

Mr. Khader stressed the point that the NEs from MoNE will provide free services to SMEs as explained in the vision and action plan.

Mr. Maeda JICA Project Formulation Advisor, made intervention in regards of the legal framework in task 1, that the project team will provide draft of IPIEA law and incentive to attract high quality tenants in JAIP, and thus JICA side would like to ask PA side to take necessary actions to make sure new IPIEA law and other regulations.

Mr. Sumi representative of ROJ, conveyed the ambassador message to this JCC, since ROJ is representative entity of the government of Japan, emphasizing the importance of development of laws, like IPIEA law, for that involvement of PA side is required for the benefit of the tenants within JAIP.

ROJ is committed in supporting the stage 1 of phase 2 in JAIP but efforts from PA side is requested to move forward.

Summary of Discussion

Ms. Hiba Mashaal JICA Program officer summarized the discussion, in which she cleared that no comments were made by participants due to the active discussion between project team and partners.

- MoNE confirm that NEs from MoNE is committed to provide free services to SMEs.
- PA side would like to utilize JICA expertise in development of IPIEA law, and improving incentive package to attract new investors.
- Confirming/ emphasizing on the development of the phase 2 stage 1 in the future, as a message conveyed from the Ambassador of ROJ.

Closing Remarks

Mr. Toshiya Abe, Chief Representative of JICA Palestine Office, expressed his sincere appreciation for H.E. Minister Osaily and partners for their strong commitment to this project, he expressed his happiness for the project extension and extending support to the partners in this challenging situation under COVID-19. And JICA has provided remote support to the tenants and provided emergency equipment and support related to COVID.

Mr. Abe emphasized several points, first, regarding the legal framework; continuous support is needed from PA side to make sure the improvement of IPIEA law and incentives suggested by project team will attract good investors to JAIP, which is major outcome of the project.

Secondly, Mr. Abe expressed his hopes that JAIP Co will facilitate the development of phase 2 in JAIP based on the business plan and to improve their financial situation.

Thirdly, Mr. Abe believes that many skilled Palestinian experts are capable of providing consultancies to SMEs and thus support of establishment of BAS system in a sustainable way in the future is required as a joined effort of MoNE, FPCCIA and PFI and all stakeholders.

In the end, Mr. Abe thanked the participants assured that together the stakeholders can have a better future for Palestine.

The meeting was concluded by signing the Minutes of Meetings between H.E. Minister Osaily and Mr. Abe, Chief Representative of JICA Palestine Office in which included two points:

- Project period is extended till March 2023, and
- Organization name of PIEFZA is changed to IPIEA due to the merging of the PIEFZA and PIPA in April, 2021 by PA.

Attachment

- Meeting Handouts
- Attendance list

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JCC（第 3 回）議事録

Minutes of Meeting (Draft)

3rd JCC meeting
21 Feb 2023

Agenda

Welcome Remarks (MoNE Minister)
Progress remarks by GD of Industry (BAS)
Progress remarks by IPIEA Director of JAIP
Project Progress and way forward JAIP (JICA Expert Team)
Project Progress and way forward BAS (JICA Expert Team)
Discussion
Summary of Discussion
Closing Remarks (Chief Representative of JICA Palestine Office)

Proceeding

Welcome Remark (MoNE Minister)

The meeting commenced with facilitation from Ms. Manal Farhan –Deputy Minister of National Economy, who welcomed the participants and started the meeting with a call for welcome remark speech by H.E. Mr. Khalid Osaily.

In his speech H.E. Mr. Osaily started by welcoming Chief Representative of JICA and all honorable guests, H.E. thanked Japan and JICA for their continuous support to the Palestinian economy. H.E. emphasized that MoNE is committed to create more enabled business environment thus companies law, competition law and industrial policy.

H.E. highlighted the importance of the unified definition of SMEs in compliance with the best practices. This definition is critical to identify the needs and challenges of SMEs and to develop the needed interventions and policies, plans and grants.

H.E. appreciated the historical relation with Japan,

H.E. introduced the Industrial Promotion project and its two components; the development and promotion of JAIP to promote industry through clustering and Foreign Direct Investment (FDI) and Business Advisory Services (BAS)

H.E. wrapped up his speech by thanking JICA for their support and assistance.

Ms. Manal indicated the important role of the industrial sector in the Palestinian economy and job creation; in this regard, MoNE is working with other partners to enhance the competitiveness of the industrial MSMEs through implementing many instruments. Ms. Manal handed the mic to Mr. Khader Daraghmeh and Ms. Ala Abu Baker to elaborate on the project progress.

Progress of the project

DG of MoNE presenting the progress of the project:

Mr. Khader Daraghmeh, Director General of Industry and Natural Resources, and the project director of BAS component, he started his speech by introducing the project output, 30 nurtured private NEs in previous phase, and 3 MoNE staff/field officers trained on Kaizen to disseminate good production practices by sensitization seminars etc. as “Kaizen facilitator”. While Private NEs are providing consulting services to SMEs through the chambers windows, MoNE staff provides initial diagnoses.

Mr. Khader also indicated that MoNE has worked on the development of the BAS Vision and Action Plan, and will continue working with the relevant stakeholders for updating it.

Director of JAIP of IPIEA presenting the progress of the project:

Ms. Alaa’ highlighted that the progress of JAIP has been significant and it is a result of the tireless efforts of the government, Japan government and their partners who have worked to ensure that the mission is implemented effectively and efficiently.

Ms. Alaa’ also presented information about the current project, future projects that are expected to start at JAIP, as well the infrastructure and services currently found in JAIP.

Achievement and way forward for JAIP and BAS project

Mr. Teruki Takahashi, Team Leader of the industrial promotion project, started his speech by thanking H.E. Minister Osaily and other guests for their efforts, and then he presented the progress of JAIP component.

JAIP component

Mr. Takahashi highlighted the historical background and role of TA since 2009 and the achievement of the project in developing the IPIEA Law, which was drafted and submitted to the council of ministers to obtain the approval. OSS (One Stop Service) by-law was also drafted and will be submitted to the council of ministers once IPIEA law is approved.

Mr. Takahashi thanked Mr. Marwan Kittani, General Manager of JAIPCo, and Ms. Ala’ Abu Baker for their managerial achievement in JAIP where most project KPIs showed positive results. Mr. Takahashi tackled the necessary actions that should be completed toward the end of the project.

BAS component

Ms. Chikako Kasai, Deputy Team Leader, explained the historical background of the BAS project, and its outputs of BAS unit guideline, training materials, BAS vision and action plan. Where the Industrial Promotion project BAS component continued with nurturing NEs and providing required BAS training sessions, supporting SMEs through OST (On Site Training), trainings, seminars and consultation services. The project also developed E-learning materials and platform.

Ms. Chikako introduced the outputs of the BAS Component, by highlighting the KPIs and current

progress. At the end of her presentation, she highlighted the recommendations for each partner; MoNE and FPCCIA to enhance the institutionalization of BAS services.

Discussion

BAS Component

Ms. Manal opened the discussion on the project progress and way forward to both components.

- Ms. Manal noted that the industrial policy framework for the next five years has been completed and submitted to the Cabinet. The policy addresses the importance of strengthening the competitiveness of SMEs and business development services; FPCCIA is a partner of MoNE and participated in the dialogue on this policy framework. While the policy has been submitted, BAS is part of the policy and its agenda, which will focus primarily on the productivity of enterprises, the industrial part, for the year 2024-2027. MoNE will also include BAS in the action plan of the policy's sub-sectoral areas to benefit the SMEs by providing services such as marketing, production management, and KAIZEN methods.
- Mr. Khader pointed out that under the Ministry's new structure, most of BAS's activities will fall under the responsibility of this division. This division will provide diagnostics of enterprises in production management, marketing, financial management and business planning, which JICA project trained MoNE officials. The officers in charge of the field will provide kaizen techniques to several industrial sectors in the entire governorates. This unit will monitor and maintain these activities in the field.
- Ms. Manal added that a new division of the Department of Industry and Natural Resources will be responsible for green industries. This division will consist of several divisions, of which the Business Division will be in charge of BAS, which will be part of the Department's plan.
- MoNE and its regional offices, FPCCIA and the Chambers will work as one team, with each agency responsible; MoNE will hold quarterly or annual meetings to get updates from other members. MoNE will then evaluate their progress at the end of each year.
- Mr. Jamal Jawabrah Secretary General of FPCCIA confirmed their commitment to continue providing BAS services to SMEs and utilize the project resources NEs, training material, promotional material and what agreed in the Action Plan.

JAIP Component

Discussion point 1: Assignment of new CEO

- Mr. Takahashi pointed out the importance of appointing a new CEO for IPIEA.
- Ms. Manal indicated that the new CEO is approved but more procedure is needed before the official announcement which is in the process. The new CEO will be officially announced soon.

Discussion point 2: Finalization of business plan

- Mr. Takahashi noted that the business plan is not finalized and needs to be submitted to IPIEA.

- Mr. Marwan replied JAIP Co. is conducting the detail design study and he will get the result soon. Based on the study result, the price of lease for phase II will be discussed in the BOD meeting and it will be clearer. Mr. Marwan also mentioned the necessity to make profit and set competitive price for lease fee.
- Ms. Manal shaded of the improvement that JAIP has reached in attracting new tenants. Ms. Manal requested developer to take into consideration the reduced price for water and electricity to set lease fee. Ms. Manal requested JAIPCo. to submit a cost analysis of phase II in order to know if the government can interfere and attract donors if needed.
- Mr. Takahashi clarified whether IPIEA can organize the promotion seminar in Nazareth. It can be organized if it is videoconference considering the current political situation.
- Ms. Alaa replied that H.E. Minister Osaily preferred to organize the promotion seminar in face to face basis and not videoconference. Thus, it is better to cancel the promotion seminar for now.
- Mr Marwan mentioned that it would be worthless to conduct the promotion seminar before finalizing the lease fee issue.
- Ms. Manal noted that it is better to postpone promotion activities until all information and incentives regarding phase II are clear after Ramadan.

Closing Remarks

Mr. Mitsutaka Hoshi started his speech by thanking H.E Mr. Osaily and all participated members. Mr. Hoshi noted that it is his pleasure to join the last JCC and gave appreciation to the success of this project.

Mr. Hoshi noted that JICA would summarize the recommendations of each component. For the legal framework, activating new laws becomes good incentives to enhance and attract the investment in Palestine. For the implementation of daily Operation and Maintenance in JAIP, it is necessary to develop Phase 2 immediately and attract new investment under the new laws. For Business Advisory Service, a sustainable mechanism to continue providing this service need to be established in cooperation with MoNE and FPCCIA. He hoped that MoNE supervise this service and include it in the national policy and development plan in Palestine.

He added that the Government of Japan has continuously been supporting the development of JAIP, which is the flagship project of the “Corridor and Peace and Prosperity” initiative, aiming to support the sustainable economic development of Palestine.

He said that JICA plans to start some new projects in the economic development sector this year, which contribute to promotion of industrial park, mainly JAIP and also contribute to enhancement of access to finance by MSMEs.

He finished his speech by emphasizing that with all the stakeholders, private and public, working together, Palestine will be able to achieve sustainable economic development and will be able to improve the operations at industrial parks.

The meeting ended at 16:00.

Attachment

- Meeting Handouts
- Attendance list

Attendance List

MONE	H. E. Minister Khalid Osaily Deputy Minister Ms. Manal Farhan Mr. Khader Daraghmeh GD of Industry Ms. Maysa Abu Ajeeneh Ramallah Field Office
JAIPCO	Mr. Khalid Anabtawi CEO JAIPCO Mr. Marwan Kittaneh GM JAIPCO
FPCCIA	Mr. Jamal Jawabreh SG FPCCIA Mr. Odai Qabaja BAS Coordinator FPCCIA
JICA	Mr. Mitsutaka Hoshi Chief Representative Ms. Anna Shimazu JICA HQ Mr. Masaki Kudo JICA PO Mr. Kenji Maeda JICA PO Ms. Hiba Mashal JICA PO
ROJ	Mr. Yukiyasu Sumi, First Secretary, ROJ
IPIEA	Dr. Ahlam Bushkar IPIEA Ms. Alaa Abu Bajer IPIEA Mr. Taher Danboun IPIEA Ms. Yosra Melhem IPIEA Mr. Issa Abu Aram IPIEA Ms. Shereen Anabtawi IPIEA
JICA PROJECT	Mr. Teruki Takahashi – Project Team Leader Ms. Veronica Wakileh Project Team JAIP Ms. Suzan Barakat Project Team JAIP Ms. Sabrein Nassar Project Team BAS Ms. Rasha Ghanem Project Team BAS Ms. Chikako Kasai Project Deputy Team Leader (online)

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**A study of the legal framework for developing investment in
industrial estates
A comparative study**

**Challenges and obstacles facing investment in the industrial
estates in Palestine**

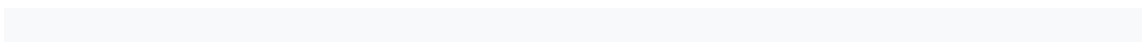
Final Report



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Introduction:

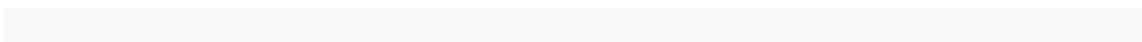


Since its inception, the Palestinian National Authority has paid attention to establishing industrial estates and free zones, thus it issued Law No. 10 of 1998 regarding estates and industrial free zones. Accordingly, the necessary legal framework was established for the establishment of the Palestinian industrial estate and free zones authority to supervise these estates and industrial free zones. Accordingly, a set of investment incentives were promoted to invest in these estates and industrial free zones.

In the context of the government's approach to support investment in estates and free industrial zones, the Council of Ministers issued in 2017 a system of Incentives Package for investments in Industrial estates and industrial free zones.

In spite of this interest and the positive steps taken by the Palestinian National Authority in order to support the establishment of industrial estates and free zones and strive to promote investment in these estates and industrial free zones. However, the reality and practical application showed many problems as well as legal and administrative obstacles that prevented the promotion of investment, especially foreign investment in those estates.

Aim of the study:





This study aims to:

1. Diagnose the legal and political environment that attracts investment in Palestine especially foreign investment in industrial estates in order to develop them to support, enhance and promote industries with strategic priority.
2. Conduct a comparative process with two Arab countries that have a similar Arab cultural background, namely the Republic of Egypt and the United Arab Emirates, since their experiences became more developed and successful, as they represent success stories and best practices that the Palestinian experience can benefit from.
3. Submit a recommendation for proposals on incentive legislative policies for industrial estates in Palestine which must be adopted and included in the current legal framework for Palestine.
4. Submit recommendations and proposals regarding the required amendments and developments to the legislative framework governing the industrial estates in Palestine including the secondary legislation which include regulations and instructions that are required and detail the procedures required for this topic.

Methodology:

This study will adopt the comparative descriptive analytical approach, whereby the existing Palestinian policies and legislation related to creating an attractive environment for investment in industrial estate and free zones



will be reviewed and then an analysis their points of strengths and weaknesses, with a comparison of what is in place in both Egypt and the United Arab Emirates.

A concession contract for the development and operation of the Jericho agro-industrial park will also be examined to identify the most important problems and gaps in order to produce a draft model for a concession contract.

Section 1

Ownership and rent in industrial estates

The ownership of land for investors in industrial estates has become a necessity in light of the instability of prices and their volatility and the high

variable and fixed costs paid by the investor, which exposes the competitiveness of the national industry to serious risks. However, the government's directions emphasize the need to support investment in industrial estates in order to obtain its required role within the most important sectors of the Palestinian economy. This may be difficult with ¹ the presence of obstacles and various difficulties facing the national industry, therefore allowing investors to own property in industrial estates is an important and essential incentive to bring investors to industrial estates. The industrial estates are located on state-owned land, but the industrial estates and free zones Law No. 10 of 1998 did not regulate the issue of investors' ownership of immovable funds within industrial estates whether these investors are Palestinians or foreigners.

The Provisional Law on State Property Management No. (32) of 1965 currently in force permits only the leasing and delegation of state-owned lands, while allowing the Minister of Finance to sell them in public auctions if he sees this as an interest for the treasury provided that the estimated value of the property does not exceed two hundred dinars. This law is inconsistent with and opposite to with investment promotion policies in industrial estates.

In addition, the Presidential Decree No. (10) of 2002, especially Article (3), granted the authority to dispose of the state's lands to the state's president.

¹ This is what was confirmed by the private investors in Jericho Agricultural Industrial Park in the workshop that was held through the Zoom meeting on 11/19/2020.

As for the renting and owning of foreign investors in Palestine in general, it faces another obstacle represented in the complications of foreigners owning real estate, except after obtaining permission from the Council of Ministers .The law act of 2015 regarding amending the law on renting and selling immovable property from foreigners No. (40) of 1953 and its amendments stipulated and required obtaining permission from the Council of Ministers. Article (2) of the mentioned law act stipulates that: “Every non-Palestinian person (legal or in-kind) who wishes to rent immovable property must obtain permission from the Council of Ministers for this purpose, and the permission granted to the lessee is not limited to a period of time.”

With regard to foreigners’ ownership of properties in Palestine, Article 2 of Law No. 12 of 1962 amending the Law on Rent and Sale of Immovable Property from Foreigners No. (40) of 1953 permits a foreigner to own immovable property, provided that:

A. the foreigner’s ownership shall be limited to:

1. The lands located within the municipalities, in the planning areas, or in the country’s basins, enough for its housing and management of its business, not for trading.
2. The agricultural lands within the lands which he used to manage or that the land’s management rights were transferred to him before the effective date of this law.
3. The lands that are located within the area of the Eastern Ghour Canal project, on the area permitted by the Eastern Ghour Canal Law, if he is resident of that area since old times.



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4. To undertake to be subject to the laws in force in the Hashemite Kingdom of Jordan.
 - a. The Council of Ministers decides to approve the matters described in Paragraph (a) of this Article upon the recommendation of the Director of Lands and Survey or the authority of the Eastern Ghour Canal, each according to its jurisdiction.

Comparative experiences and best practices regarding ownership of properties in industrial estates and free zones:

With reference to the comparative legislation covered in this study,

We find that the Egyptian law contains many texts that allow the investor to own property, finance lease, or license to use, according to the following:

- Article 23 of the Industrial Development Authority Law No. 95 of 2018 stipulated that it is permissible to manage the lands allocated for industrial areas, whether by selling, leasing, or lease-to-own or license the use.
- Article 26 of the law stipulates granting real estate to some investors for free or for a very low price as it is permissible for the purposes of industrial development and in the areas specified by a decision of the President of the Republic after the approval of the Council of Ministers to manage for free or for a very low price the real estate owned by the state and that will be privately owned by manufacturers who meet the technical and financial conditions that are determined by a decision of the Council of Ministers, and this applies to any of the forms of management stipulated in Article (23)

- of this law. The authority, in all cases of management of real estate that are free or for a low price, must ask the concerned person to pay a cash guarantee or its equivalent to the management authority with no more than five percent (5%) of the value of the investment costs of the project. This shall be in accordance with the criteria and controls set by the executive regulations of this law. This guarantee shall be recovered after three years from the actual production, provided that the investor adheres to the conditions of management.
- Article 30 stipulates that the authority may invite the establishment of industrial projects in specific areas and fields for purposes related to development. The lands and real estate necessary for the establishment of these projects shall be provided at a predetermined cost with a reduction rate that does not exceed half of the estimated value of those lands or properties. Managing these lands or properties in this case shall be in one of the forms stipulated in Article (23) of this law. The authority, in case there are several investors, shall compare between them according to the points system among those who meet the technical and financial conditions determined by the authority. If it is not possible to compare between the investors according to the points system, it may be made by the lottery system. The executive regulations of this law shall specify the method of calling for the establishment of industrial projects in this way, as well as the controls and procedures for comparison, and their standards and basis.

As for the United Arab Emirates: Federal Decree No. 19 of 2018 regarding foreign direct investment, especially Article Seven thereof,

opened the door for foreign investors to fully own their projects in specific sectors according to conditions defined by the law.

Article 9 of it stipulates the guarantees of the foreign direct investment project, as follows:

1. The foreign direct investment project may not be expropriated in whole or in part except for the public benefit in exchange for fair compensation estimated at the date of expropriation.
2. It is not permissible to cancel, suspend or restrict the right to use real estate designated for the foreign direct investment project except in case of violation of the terms of the license. The decision of cancellation, suspension or restriction is issued by the competent authority in coordination with the licensing authority. This decision may be appealed before the competent court within 30 days from the date of notification of the decision.
3. It is not permissible to seize, confiscate, freeze, or impose custody of the foreign direct investment project's funds except by a judicial judgement in accordance with the provisions of the legislation in force in the country.

Also, Jordanian legislation allowed foreign investors in development areas to own property in development areas. The Law on Renting and Selling immovable properties to Non-Jordanians and in-kind Persons No. 47 of 2006, which established conditions and restrictions on the rent and sale of movable properties to non-Jordanians, has excluded from the application of its provisions under Article 16 Foreign ownership in development areas where it stipulated that: "The following



is excluded from the application of the provisions of this law: The in-kind persons whose establishment aims to carry out economic activities within the industrial estates for a land whose area does not exceed (50) fifty dunums, as it suffices to complete the registration procedures in the competent registration directorate”.

The complexities of establishing foreign companies in Palestine:

The foreign investor in Palestine faces problems regarding being able to establish companies or open branches operating in Palestine, where, according to the legislation in force, the foreign investor must have a Palestinian authorized signatory partner. According to the requirements of establishing a foreign company in Palestine, there must be a decision issued by the company’s board of directors in the name of the authorized signatory on behalf of the company and register in Palestine, and that the person authorized by the foreign company must be Palestinian ¹.

Recommendations and proposed solutions:

Allowing investors to own properties in the industrial estates benefit both the investors and the government. At the investor’s level, when the investor owns properties in the industrial estates, then he will have a guarantee for the banks that it offers to obtain banking facilities, and this

solves the biggest problem the investor faces. This makes the investor more comfortable and secure and that he is not threatened with evacuation in case he fails to pay the fare. In addition, when the investor

prepares for his facility in the industrial estate, he will establish an appropriate infrastructure that has the best specifications. This is the case when the investor is the owner and it is contrary to the case when the investor is a lessee and who will leave the industrial estate after the termination of the contract.

As for the state, the adoption of this system will constitute the most important incentive provided by the government to create an attractive environment for investment in the industrial estates and will work to success the industrial estate, get rid of the slums and transfer industries to the industrial estates as well as create new job opportunities. Also, the government will immediately collect revenues that will provide the treasury with funds that can help pay for the lands that were acquired to establish these cities and proceed more quickly to establish other industrial estates.

When investors owns properties in the industrial estates, this also benefits the developer since he will receive a service fee. In the event of failure to pay the service allowance, fines will be imposed on defaulters, unlike rent, in the event of failure to pay the monthly wage, the developer has no choice, but to go to court to obtain an order to evacuate the rented property, which takes a long time.

There may be a fear that ownership and leasing in industrial states might weaken the role of the government and developers regarding monitoring and following-up the industrial state. Due to the sensitivity of the land issues in Palestine, fear could also arise in case of foreign



ownership in the industrial states is allowed as this could mean selling government lands to the Israeli occupation.

Accordingly, and based on the aforementioned, we propose to add an article to the Industrial Estates Law that allows local and foreign tenant investors within the industrial estates to own immovable funds. In addition, that the Council of Ministers issue a system clarifying the conditions, procedures and the method of determining the allowance. In addition, addressing any concerns regarding permitting foreign ownership through developing conditions for ownership. The issue can also be regulated by contracts signed with the developer and sales contracts that will be concluded with investors for example, it may be stipulated that the percentage of sale in the development zone may not exceed 60% of the land of the development zone. It is also possible to set conditions and requirements in the sale agreement that is concluded with the investor, such as obligating him to use the land in accordance with the purposes permitted and approved by the authority, to submit a timetable for the implementation of his registered economic activity. It is also possible to impose a fine for each year of delay in the schedule specified by the agreement and to claim compensation for the damage in case he violated the selling provisions.

Likewise, the sales contract shall include cases in which it is permissible to recover the real estate whose ownership has been transferred to the investor for example, in the event that the investor delays operating his economic activity for which the property was sold for a period exceeding two years without providing sufficient



justifications to the Authority or in case the investor changes his economic activity, for which the property was sold before obtaining the approval of the Authority.

In this regard, it was recommended to include amendments to the free industrial zones law, to confirm protecting the rights of the foreign investor regarding ownership and preventing complete or partial expropriate for foreign direct investment project except in accordance with what is stipulated in Article 21 of the amended Palestinian Basic Law, in which the third and fourth paragraphs stipulate that: “Private property is insured, ownership is not expropriated, real estate or movable property is not appropriated except for public benefit in accordance with the law in return for fair compensation or according to a court ruling. 4- No confiscation without a court ruling.

Likewise, it is not permissible to cancel, suspend or restrict the right to benefit from the real estate allocated for the foreign direct investment project except in the event of violation of the license conditions. The investor has the right to complain these decisions and appeal any decision affecting his investment before the courts.

With regard to the registration of foreign companies in Palestine or the opening of branches operating in Palestine, a text must be included in the companies law or the law of the Industrial estates Authority that provides an exception allowing foreigners who wants to invest in



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industrial estates and free zones to establish their companies in Palestine in exactly the same way as local companies ².

² In the interview conducted by the researcher with the Ministry of National Economy, the Director of the Legal Department indicated that, with regard to promoting foreign investment in industrial estates and free zones by easing restrictions on the establishment and operation of foreign companies in Palestine imposed under the Companies Law. This part was not addressed in the amendments to the Companies Law. However, he confirmed the possibility of stipulating in the amendments to the Industrial estates Law to exclude foreign companies that want to invest in industrial estates and free zones in Palestine from these restrictions based on the fact that the Industrial estates Law is a private, and private laws restricts public laws.

Sublease and mortgage:

According to the lease contract model approved by the Palestinian Industrial estates and free zones Authority, it is not permissible for the investor (lessee) in the industrial estates to re-rent the leased property, except with the written consent of the lessor, in accordance with paragraph d of Article 10. The mentioned article stipulates that one of the obligations of the lessee is to occupy the rented property and not to leave it and / or lease it in full or any part of it or allow others to occupy it and / or sell the right of benefit from the rented property to any person without obtaining the written consent of the company. In spite of what is mentioned in this item, it is understood to the lessor that the lessee's work may be seasonal, and therefore the lessee's occupation of the rented property may be only during the working seasons and in the manner he deems appropriate.



Paragraph (n) of the same article stipulates that the lessee is obligated and undertakes not to overburden the rented property, the facilities and its improvements with any type of mortgage or make it a guarantee for a debt and / or any other type of claims, restrictions or rights. He shall not be entitled to waive this agreement or the interests arising therefrom to be transferred to an agent or an authorized to receive or any other entity appointed without the prior written consent of the company. However, it is understood by the company that this prohibition does not include any of the lessee-owned machinery, equipment and / or movable property that he has the right to manage them in all aspects of legal conduct without restriction or condition.

Accordingly, the project owner has the right to use the industrial equipment as a guarantee for bank facilities, in accordance with Resolution No. (11) of 2016 regarding guaranteeing the rights related to the movable properties.

Article 14 of the leasing contract model also stipulated, “The Company has the right to terminate the agreement and / or cancel it from one party in the event that the rented property or any part of it is sub-leased without the prior written consent of the company”.

On the other hand, according to the Landlords and Tenants Law No. 62 of 1953 in force in the West Bank, Article (4 / d) considers the following cases as reasons that allows the lessor's to claim from the court to issue a judgement that oblige the lessee to evacuate the rented property; if the lessee rents the property in whole or in part without the owner’s written

consent, or if the lessee evacuates the rented property to someone other than the owner or allowed it to be occupied by a partner or company, or if the lessee left the rented property for a period of more than six months.

In Egypt, Law No. 72 for the year 2017 allowed to issue the Investment Law for the Authority in order to act through financial leasing. Article 70 stipulated that “without prejudice to the Capital Market Law provisions that promulgated by Law No. 95 for the year 1992, Law No. 95 for the year 1995 regarding financial leasing and the real estate Finance Law issued by Law No. 148 for the year 2001. In addition to the Central Bank, the Banking System and the Monetary issued by Law No. 88 for the year 2003, as well as Law No. 10 for the year 2009 regulating the supervision of markets and non-bank financial instruments. The authority shall be the competent administrative authority and not others. It shall apply the provisions of this law, the law of joint-stock companies, and limited partnership companies, as well as limited liability companies issued by Law No. 159 for the year 1981.

The Authority does not adhere to financial and administrative matters in the governmental systems and rules. The Authority has the right to use the best local and international competencies and experiences, in order to accomplish its tasks, without violation of the provisions of Law No. 63 for the year 2014 regarding the maximum wage of workers in state agencies. These matters shall be regulated by the Authority’s Board of Directors decisions.



The Authority has the right to allocate real estate from the state's private property or re-allocate it to the Authority for the purpose of using it in its administrative affairs, in order to achieve its contracting purposes and to delay the actions and works. otherwise, Jordan did not adopt the leaseback system.

Thailand is one of the countries that have recently allowed re-leasing and using the leased property as a guarantee or mortgage in commercial and industrial real estate. An Industrial and Commercial Lease Law was issued in Thailand in 2019, in order to facilitate investment and development in real estate in Thailand. The new law stipulates granting new commercial and industrial real estate rights to the tenant in Thailand. This in order to overcome the traditional lease contract's specified limitations when leasing immovable property for commercial and industrial purposes, according to Thai Civil and Commercial Law ("CCC"). The new renting real estate for commercial and industrial purposes law grants the lessor the right to use mortgage's insurance, and allows the tenant to transfer lease agreement without owner's approval. According to the following terms:

- The maximum period for which leased assets rights can be created is 30years.
- Leased assets rights are created through registration in real estate office, which is allocated by conducting written agreements.
- Rights for leased assets may only be created in this cases: (1) Unused plots of land; (2) Used land that contains structures or fixtures; or (3) common buildings registered under building codes and subdivision of these rights for multiple parties.



- Once the rights on leased assets were created, the owner shall not create other real estate rights to the same asset without obtaining a prior written approval of the leased assets rights' holder.
- Owner retains the property rights to dispose, mortgage, or use the asset as a guarantee.
- The leased assets rights' holder enjoys a similar set of rights as the asset's owner, except the right to dispose the asset, or initiate any procedure to recover assets' possession from others illegal possession. Right's holder shall notify the owner immediately about what he has done.
- Right's holder has the right to transfer, waive, or sub-lease these rights based on assets lease contract, without obtaining the owner's written approval.
- Leased assets' rights can be offered as a guarantee to financial institutions in order to insure mortgage, or offered as a guarantee according to business security laws.
- Upon the rights holder's death, the leased assets' rights can be transferred to their heirs for the remaining rights term.

Recommendations and proposed solutions:

Accordingly, re-renting is one of the issues that raise the value of the investment since it is considered a moral element of the investor. It also enables the investor to obtain guarantees that can be offered to banks and financing institutions when he wishes to obtain financing for his



project. Based on the above, we suggest adding an article to the Industrial estates Law that excludes industrial estates and free zones from the landlords and tenants law, which thus allows the investor in the industrial estates and free zones to re-lease the rented properties in accordance with the terms specified in the lease agreement.

In addition to what was mentioned, and until the required amendments are made, among the things that can facilitate the investors' access to finance their investments from banks, is to have discussions between PIEFZA and the representatives of the private sectors with the Monetary Authority, which is the official authority supervising banks operating in Palestine. in order for the Monetary Authority to issue instructions to encourage and motivate banks in offering facilitations for the investors in the free industrial zones and parks, thus easing the restrictions and guarantees imposed by the Monetary Authority on banks to grant such facilitations as a normal situation. ⁵

It allows tenants to re-lease without owner or developer approval condition according to the typical lease agreement. In addition, this law shall include the possibility of establishing a real estate registry specialized in mortgage the lease rights. Whereas, it represents a guarantee for banks, in regard of providing facilities required by the investor in industrial estates. Therefore, it encourages providing these facilities and reinforce guarantees, in which the investor can provide to obtain facilities from banks.



5 This is what Mr. Khaled Al-Amla, Director of Bethlehem Operations at the Free Parks and Industrial Zones Authority, stated in the workshop that was held through the Zoom meeting on 11/19/2020.

However, we suggest amending lease contracts model in industrial estates, which is approved by Industrial estates and Free Zones Authority, until the law is amended. Given that the lessee is allowed to re-lease the leasehold, and use it to obtain guarantees in accordance with the Authority specified conditions and procedures. In this aspect, it is possible to get benefit from Thai experience when setting these conditions in typical leases contracts. Especially with regard to the contract's duration.



Section 2

Industrial Estates Classifications

The first article of the Industrial Estates and Free Zones Law No. 10 of 1998 defined the industrial estate as a geographically defined zone established under this law and allocated to serve a number of beneficiaries to implement industrial activities and services and have special privileges guaranteed by this law.

Whereas the law defines the industrial Estates and free zones as a geographically defined zone established under this law and allocated to serve one or more beneficiaries in order to implement export activities, and it has special provisions for customs and taxes guaranteed by this law.

It also defined a manufacturing project as a licensed project to operate inside an industrial estate and produces a new commodity through the processes of converting organic and / or inorganic materials into new products by changing their size, shape, nature or quality by using manual or mechanical means or collecting the parts so that they become another product. This also includes packaging products. Through the previous definitions, we note that the development of industrial estates and free zones was limited to the practice of industrial activity and was not comprehensive and did not regulate the establishment and development of commercial, agricultural, tourism, information, service, professional or craft zones.

.This does not consistent with the directions and policies of the government. These directions and policies represented in the establishment

of logistical, technological, craft areas, and other areas. The board of directors decision was issued on 31/2018, to assign the General Authority of the industrial estates and zones to coordinate with the relevant authorities. In addition to take the necessary measures to develop technology parks and logistical areas in Palestine.

The law also did not set specific criteria for the establishment of a free industrial zone or an industrial city. However, it lefts the topic of studying the request to allocate an industrial city or a free industrial zone to the general Authority. In addition, it allocates the recommendation to the board of directors, in order to issue a construction decision. The Law No. 10 for the year 1998 didn't explicitly regulate the issue of transforming the city into an industrial zone to a free industrial zone, or vice versa. It also didn't stipulate the possibility of establishing a free industrial zone within an industrial city. However, it also did not prevent the possibility of establishing a free industrial zone within the industrial city. For example, in Jericho industrial park, it is possible to allocate a part of it, in order to be a free industrial zone. This free industrial zone shall be under the provisions of the free industrial zones, the concessions granted to them contained in the law in force No. 10 for the year 1998. This shall be In accordance with a decision issued by the Council of Ministers in this regard. In addition, it shall be based on the Authority's Board of Director's recommendations. The Council of Ministers has the authority to establish these cities and free zones. Therefore, those who have the authority to create, it also have the power to cancel, amend, and preserving the acquired rights.



Comparative experiences and best practices

The Jordanian investment promotion law was not limited to regulating the development of industrial estates and free zones, but it is most comprehensive, since it includes as it calls them the development zones and free zones. The mentioned law defines the economic activity that can be practiced inside the development zone or the free zone as any economic, agricultural, tourist, information, craft or service activity, including information technology.

The mentioned law defines the development zone as any development zone that falls within the customs domain of the kingdom, and it is classified as a development zone in accordance with the provisions of this law.

The free zone is defined as a specific and walled part of the Kingdom's lands with a separating barrier that is allocated for the purposes of carrying out economic and commercial activities, including storing goods, and it is considered outside the customs domain. Commodities and economic activities inside the mentioned zone are treated as if they are outside the Kingdom for the purposes of implementing the provisions of this law.

The mentioned law defines the registered institution as the person who is registered with the authority to practice economic activity in development zones or free zones in accordance with the provisions of this law.

The Jordanian Investment Promotion Law also referred specifying the required standards, conditions and procedures according to a system issued for this purpose. In addition, the Jordanian law permits the free zone to be within the development zone.

The city of Abdullah II Bin Al Hussein, is one of the most important industrial cities in Jordan. It also the largest industrial city in Jordan, with an area of (2530) dunums and includes various industries. As well as Al-Muwaqqar industrial city. The lands within Al-Muwaqqar industrial city were divided into areas suitable the various industries intended to be established in it. These industries include: (electronic industries, medical and pharmaceutical industries, food industries, electrical and engineering industries, paper and cardboard, textile and metal and wood industries and Chemical industries).

As for the Saudi legislator, in the executive regulations for organizing the Saudi Authority for Industrial Estates and Technology Zones. In addition, laying down the foundations and standards for the establishment of industrial estates and technical zones. Article (11) stipulates that the foundations shall include the following to determine a specific site or land, in order to be a specific industrial city or technology zone:

Current use of the land and the distribution

Environmental impacts resulting from the allocation of land, or the industrial and technical activities sites . The practical measures that are available to mitigate these impacts and risks in association with determining the land or site.

The level of services available on the land or site. In addition to the social influences and costs resulting from providing the required infrastructure.

Providing a financial financing or a third party , who commit to finance the infrastructure construction.

The proximity of the land or site to the populated areas, ports and airports (the suitability of the site or sites).

The justified need for an industrial land or site for technological zones , industrial estates and the competitive technological zones of the required site.

The area of the available land or site in accordance with the current needs and the amount of area required for future expansion.

The expected level of demand from developers, operators and private investors

The positive effects of the land or site development on the development of the region in general.

Taking into account the state's five-year development plans' objectives and policies , such as border areas considerations, mitigating pressure on crowded areas and reduce migration factors for major cities

Achieving added value to the national income, matching with the expected investments when developing the specific industrial city.

It is worth noting that some countries adopt the policy of granting incentives based on the classification of development zones, for example, they grants a package of incentives to technological zones or to zones that have regional priority as it is the case, for example, in Turkey.

Recommendations and proposed solutions:

Accordingly, and based on the above, we suggest the following:



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1. Amending the Law of Industrial estates and Free Zones to become the Development Zones and Free Zones law that defines the development zone as a geographically defined zone that falls within the customs domain allocated to serve one or more projects, or to carry out any industrial, commercial, agricultural, tourism, information, service, professional, craftsmanship, technical, logistical, customs, or technological activities, and any other activities or services determined by a decision of the Council of Ministers.
2. Issuing incentive packages to support specific zones or industries according to the government's priorities⁴.
3. expressly stating in the draft law that the free zone, which is established in accordance with the law provisions, shall be within the development zone as the case in Jordan and the Emirates.

4 In an interview conducted by the researcher with the Director General of the Investment Department, the Palestinian Investment Promotion Agency on 11/25/2019, It was stressed the importance of granting certain industries and sectors specific incentives that guarantee promoting investment in those sectors or zones.

Section 3

Incentives in the Industrial estates

Incentives and tax exemptions granted to industrial estates vary and are classified as follows:

First: Tax and customs incentives:

a. Income tax incentives and customs exemptions in industrial estates

Chapter Eight of the Law No. 10 of 1998 stipulates that tax and customs exemptions are limited to industrial free zones only. This law did not grant any exemptions to the projects, the developer, or the operator in the industrial estates, which means that legally the industrial estates do not benefit from any incentives mentioned in Law No. 10 of 1998. The industrial estates only benefits from the incentives granted to industrial projects in the Investment Promotion Law No. (1) of 1998 and its amendments. The Council of Ministers, in line with the directions of the Palestinian government to support investment in industrial estates and free zones, issued Resolution No. 8 of 2017 regulating the holding of a package of incentives for projects in industrial estates and free zones for the purposes of promoting investment. However, according to the Palestinian Industrial Estates and Free Zones Authority, this system is not sufficient. According to this system, projects are granted tax incentives as follows⁵:

⁵ Article 4 of the Incentive Contract Law No. 8 of 2017

1 .Tax reduction:

A. Reducing the tax incentive for an additional three years to the five-year period stipulated in the law, for new projects, or developing an existing project that did not benefit from grant programs before the registration process, and is implemented within the scope of the approved zones.

B. Reducing the tax incentive for an additional three years to the same class to which the project is subject to during the operating time after the transfer process. This incentive is for projects must benefit from the incentives of the law but have not benefited from grant programs prior to the transfer process, and have transferred their activities to a zone that falls within the scope of the approved zones.

C. Reducing the tax incentive for a period of three additional years to the five-year period stipulated within the law for new projects, or that take place within the criteria for developing an existing project which benefited from the grant programs before the registration process, and they are implemented within the scope of the approved zones.

2. The soft loans granted by financing institutions and banks to finance projects within the approved zones are treated like loans granted to small and medium enterprises in accordance with the provisions of the Income Tax Law and the regulations issued pursuant thereto.

3. Goods or services purchased or imported for the purposes of carrying out export-oriented economic activity are exempt from value-added tax.

Recommendations and proposed solutions:

Accordingly, and based on the above, we propose adding articles to the Law of Industrial estates and Free Zones, which stipulate that owners of

projects in industrial estates are granted income tax exemptions as follows⁶:

In the interview conducted by the researcher with the Palestinian Investment Promotion Agency, the Authority confirmed, with regard to income tax exemptions, the following:

- The Palestinian Investment Promotion Agency is a main supporter of investment promotion in industrial estates and free zones, a matter that the Palestinian Investment Promotion Agency has taken care of and has reflected its interest in model incentive package contracts approved by the authority.
- The Palestinian Investment Promotion Agency does not consider supporting investment and investors in industrial estates and free zones as discrimination against investors in the rest of the regions and thus in violation of the principle of fair and open competition in the market. Rather, it is a deliberate philosophy required to invest in industrial estates for regulatory, environmental and other considerations that are taken into account in international best practices.
- The authority sees the importance of tax and related legislation, especially the law on industrial estates and free zones, and any amendments made to it in proposing a practical margin for tax exemptions and incentives where it is better not to set a specific period for granting tax incentives as granting a tax exemption for ten years only, but rather these periods are determined by decisions of the Council of Ministers in a manner consistent with the flexibility of encouraging some industries and investments, like renewable energy



industries and investment in information technology, and any other investments that prove useful and important to encourage them.

- That the promotion of investment in industrial estates and free zones shall not be limited to investors and developers, but shall also includes supportive and financial institutions that provide support services to investors within industrial estates and free zones. It is also being done by the Palestinian Investment Promotion Agency in terms of providing preferential treatment for banks' small projects that provide financing for investment in industrial estates and free zones.
- Any encouragement to invest in industrial estates and free zones, especially foreign investment, requires creating a stable environment for especially with regard to the stability of legislation and the lack of multiple amendments to it, which weaken investor confidence in the investment environment in Palestine.

- **The following projects are exempted from the income tax:**

- Agricultural projects operating within the development zone or free zone whose income is derived directly from agricultural crops or livestock.
- The projects determined by the authority and obtaining the necessary licenses to work inside the development zone for a period of (10) ten years, starting from the date of achieving profits.



- Net income for the work of the developer or operator achieved from working within the development zone for a period of (10) ten years starting from the date of achieving profits.
- Net income from the work of the developer, operator, and owner of the project in the free zone.
- Workers, consultants, and contractors income tax for the wages and allowances they charge for their work with the developer or the operator or with licensed projects in the industrial estates for a period of two years.
- The developer benefits from the exemptions granted for projects in the industrial estates

B. Buildings and land tax

The Ministry of Finance requests the Palestinian industrial estates and free zones authority and the developer to pay the building and land tax on the lands allocated to industrial estates and free zones, as the Palestinian industrial estates and free zones authority is a public institution that enjoys financial and administrative independence and that the developer is a private sector and the one who manages the land and rents it. However, we need to note that these lands are registered in the name of the public treasury. Accordingly, the lands designated for the Authority should be considered governmental land and should be exempt from the building and land tax according to the provision of Article (12) of the Building and Land Tax Law within the Municipalities and Local Councils zones No. (11) of 1954.

Recommendations and proposals:

We propose adding an article to the law on industrial estates that explicitly stipulates that lands and buildings in industrial estates and free zones are exempt from the building and land tax law in force ⁷.

⁷ In an interview conducted by the researcher with Professor His Excellency Sawafta, an assistant legal advisor for customs, excises and a value-added tax in the Ministry of Finance on 11/24/2019, it was emphasized that tax exemptions include property tax within industrial estates and free zones.

C. Tariff and Value-Added Tax:

Industrial projects in industrial estates do not have their own exemptions, but rather benefit from the exemptions stipulated in the Customs and Excise Law No. 1 of 1962 and its amendments. Consequently, it can be said that the promotion of industrial projects in industrial estates must have special exemptions other than those granted for projects in non-industrial estates.

Recommendations and proposed solutions:

Accordingly, and based on the above, we propose adding articles to the law of industrial estates and free zones that grant customs exemptions and value-added tax as follows ⁸:

In the interview conducted by the researcher with the Ministry of Finance on 11/24/2019, the following was emphasized:

- The Ministry of Finance does not oppose granting tax exemptions and incentives to investors in industrial estates to encourage investment in thereof.



-In the process of granting tax exemptions, a distinction must be made between the development zones and the free zones so that customs and tax exemptions are granted on all fixed assets and foundations in relation to the development and free zones, as well as exempt all variable purchases involved in production in relation to free zones.

-Exemptions and tax incentives related to income tax can be for a long period of 10 years or more than that from the date achieving profits to the investor.

- Tax exemptions include production in addition to fixed assets for investors.

-Customs and taxes exemptions include the exemption of one commercial vehicle up to 4 tons and is allocated to work within the industrial estates cities and free zones.

- That developers benefit from tax exemptions as well.

- Exemptions and tax incentives shall include value-added tax for exported products provided that this tax is repaid to investors after collection. The process of tax repay to investors in industrial estates and free zones shall be a priority to ensure the speedy recovery process. This is because the process of exemption from value-added tax faces practical problems, especially when it is collected from the Israeli side.

- With regard to tax exemptions related to hydrocarbons, the Ministry considers it difficult to grant such an exemption, and accordingly it considers that it shall not be stipulated in the Law of Development Zones and Free Zones to be prepared at the present time, and if it must, the ministry leaves the amount of such exemption to be determined by the council of ministers.

- In an interview conducted by the researcher with Mr. Iyad Assi, Legal consular and Director General of the General Department of Legal Affairs, at the Ministry of National Economy on 11/18/201. He stated that the Ministry is one of the strongest supporters to encourage investment in industrial estates and free zones in Palestine because it is consistent with the role and tasks assigned to the Ministry of National Economy, especially encouraging investment in the industrial sector. Therefore, the Ministry strongly supports granting all tax exemptions and incentives to investors in industrial estates and free zones.



- All fixed assets (machines and attachments) that are used for investment purposes within the industrial estates are exempt from fees, taxes, customs and their attachments, including VAT.
- All spare parts for imported equipment and machinery that are used for the purpose of maintaining production lines inside factories located within the boundaries of industrial estates (development zones) are exempt from fees, taxes, customs, and their attachments, including VAT.
- All raw materials that are used for the purposes of building industrial establishments inside the industrial estates and industrial zones (development zones) from fees, taxes, customs and their attachments, including VAT.
- All raw materials that are used for production purposes within the industrial estates and free zones (development areas) are exempt from fees, taxes, customs and their attachments, including VAT.
 - All movable assets (movable cranes, movable transport tools) that are used directly in the production process within the industrial estates and free zones (development zones) are exempt from fees, taxes, customs and their attachments, including VAT.
 - One commercial vehicle (less than 4 tons, commercial registration) for investors within industrial estates and free zones (development areas) is exempt from all taxes and customs.
 - All assets included in the project's furniture are exempt from all taxes and customs, including VAT.
 - All products sold in the local market are not exempt from customs and duties, including VAT ⁹.

9 In the interview conducted by the researcher with the Palestinian Investment Promotion Agency, it was emphasized in this regard that the authority sees regarding the incentives for exemption from value-added tax that this tax shall be exempt from the beginning and not to be collected and then recovered even if investors are given priority in the recovery process. This is in order to ensure that the practical difficulties that may face customs control in this aspect are overcome; bank guarantees can be imposed on investors.

D. Building Permit Fees

The law did not include an exemption from building permit fees, and the applicable legislation that imposes building permit fees is the Buildings and Establishments System of 2011. This law does not distinguish between building permit fees for projects within industrial estates and free zones and the fees for building permits outside industrial estates and free zones.

The Palestinian industrial estates and free zones authority, in reality and without a valid legal basis, collect fees for building licenses in industrial estates, which equals \$ 2 per square meter, according to Instructions No. 2 issued by the Board of Directors. However, this is a clear violation of Article 88 of the Basic Law, which states that: “The imposition, amendment and abolition of general taxes and fees is only by law, and none or all of them are exempt from their performance, except in the circumstances specified in the law.” Article 5 / P8 of the Industrial estates and Free Zones Law No. 10 of 1998 states that one of the powers of the authority is to determine fees for services provided by the Palestinian

Industrial Estates and Free Zones Authority and the rules for their collection under a law.

Recommendations and proposed solutions:

Accordingly, and based on the aforementioned, we suggest adding an article to the Law of Industrial estates and Free Zones, stipulating that a system by the Council of Ministers must be issued regarding fees for licenses, services, and certificates provided by the Authority, upon the recommendation of the Authority's Board of Directors ¹⁰.

¹⁰ In an interview conducted by the researcher with Mr. Islam Abu Ziyad, legal counsel and acting director general of legal affairs in the ministry on 11/27/2019, he stated that the ministry does not mind offering any facilities, including granting licenses and exemption from fees if this is done through amending the law.

Comparative experiences and best practices:

The following table highlights the most prominent tax incentives granted in the countries under comparison:

Country	Regulatory incentives	Tax incentives	Financial incentives
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<p>Egypt</p>	<p>Guarantees against nationalization or expropriation and price controls</p> <p>Investing in the industrial zone qualifies obtaining investment incentives</p>	<p>Corporate tax exemptions from 5 to 20 years</p> <p>Exemptions that are equal to the paid-up capital of companies listed on the financial market</p> <p>Exempting profits achieved from selling reinvested capital assets and</p> <p>Reducing import fees on equipment needed for the facility's operation</p> <p>Indefinite exemption from all Egyptian taxes, noting that companies pay certain fees, factory companies pay 1% value-added tax for exported goods, and service companies pay 1% of its profits. 10% are paid on the value of any non-local goods sold in Egypt</p>	<p>Preferential rates for renting land, electricity and water</p>
<p>Jordan</p>	<p>Industrial projects in the industrial zones are eligible for investment incentives</p> <p>Project qualification criteria for obtaining investment incentives are the investment value and investment area</p> <p>Submitting certificates of origin for industrial products with local inputs of less than 40%</p>	<p>Income tax shall be at the rate of 5% of the registered taxable income, which derived from its economic activity inside the development zone. The general tax stipulated in the general tax law, regarding sales of goods and services, which the registered corporation purchases or imports within the development zones shall be reduced to zero.</p> <p>No tax imposed on imported goods and capital goods</p> <p>Exempting non-Jordanian employees in the</p>	



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		commercial from personal income tax Exempting real estate within the free zones from licenses, fees and taxes of buildings and lands , as well as paving , organization and improvement returns	
Lebanon	Easy access to work permits for foreign workers Exempting joint-stock companies from the legal provisions related to the composition of the council	10-year tax exemptions for companies in free trade zones	Lower land prices and building rent costs. Reduced prices for "productive business" services
Syria	Regulating preferential capital accounts for foreign investors Foreign currency exchange exemptions from the restrictions in force elsewhere in Syria	Corporate tax exemptions up to 5 years, extendable for 7 years in the case of exporters and companies with an interest with the government No fees for importing machinery and equipment	
Turkey	Organized industrial zones qualify obtaining investment incentives Land allocation	Reducing the corporate income tax indefinitely from 10% to 18%, noting that the corporate income tax in Turkey is 20% Exemption from customs and fees on imported machinery and equipment Exemption from VAT on machines and equipment Reduction in income tax and social services tax Additional discounts on income tax for	Interest rate support



	<p>tenants in the OIZ zones</p> <p>Value-added tax is not paid on purchased land</p> <p>Exemption from real estate fees on factories for a period of 5 years after construction</p> <p>Exemptions from municipal, construction and use taxes</p> <p>There is no tax on unifying or separation of schemes</p> <p>obtaining low prices for water, gas, electricity and communications services</p>	
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Statement	Palestine	Competitive countries
Income tax	<p>a. Income tax of (0%) on agricultural projects whose income comes directly from the cultivation of land or livestock.</p> <p>b. Income tax at a rate of (5%) up to five years, starting from the date of the profit, not exceeding four years, whichever is earlier.</p> <p>c. Income tax of (10%) for a period of three years, starting from the end of the first stage, and thereafter calculated according to valid the proportions.</p>	<p>Egypt: Corporate tax exemptions from 5 to 20 years, and exempting profits achieved through selling reinvested capital assets.</p> <p>Jordan: tax exemptions for companies from two to 12 years, and exemption from taxes on profits of companies acquired in the manufacture of goods for export, transit trade or trade within these regions.</p> <p>10-year tax exemptions for companies in free trade zones</p> <p>Corporate tax exemptions up to 5 years, extendable for 7 years in the case of exporters and companies with an interest with the government</p>

		Reducing the corporate income tax indefinitely from 10% to 18%
Customs	Fixed assets are exempt from customs fees (tariff)	Reducing import fees on equipment needed for the facility's operation No tax imposed on imported goods and capital goods No fees for importing machinery and equipment Exemption from customs and fees on imported machinery and equipment
VAT	No incentives	Turkey: Exemption from VAT on machines and equipment
Personal income tax	no incentives	Jordan: Discounts on income tax and social services tax for up to 10 year. Exempting non-Jordanian employees in the commercial free zones from personal income tax for 12 years Reduction in income tax and social services tax

Advantages within the developmental zones in Jordan:

1. The income tax shall be at a rate of (5%) of the taxable income of the registered corporation achieved from its economic activity within the development zone.
2. The income tax shall be at a rate of (5%) of the taxable income of the registered corporation achieved from its economic activity in the industrial sector.

3. Forklifts and cars intended to transport ten or more people, including the driver which are sold to the registered establishment for the purpose of transporting workers to and from the business facilities of this establishment in development zones, are exempt from sales tax.

4. Materials, equipment, machines, supplies and building materials of the registered institutions that carry out an economic activity in the developmental zone, involved in building, constructing, equipping and furnishing all types of projects established by these institutions in the development zone, including spare parts necessary for continuous maintenance and goods imported into the development zone for the exercise of economic activity or exported from them outside the Kingdom, are exempted from customs duties. This exemption exclude export fees, service fees and due wages in accordance with the legislation in force.

5. Goods produced or manufactured in developmental zones that meet the conditions of Jordanian origin are not subject to customs duties, fees and other taxes when they are placed in consumption in the local market.

6. The sales tax is collected at a rate of (7%) of the value of selling the services that are determined according to the legislation in force when they are sold for consumption in the development zone.

7. The general tax stipulated in the General Tax Law on goods and services that the registered corporation purchases or imports for the purposes of conducting its economic activity within the developmental zones is reduced



to 0% without the commitment of the registered establishment to provide any guarantee before the Income and Sales Tax Department in this regard.

8. Registered goods and services providers are entitled to claim institutions registered in the development zone a refund of the public tax paid by them previously paid for sold goods.

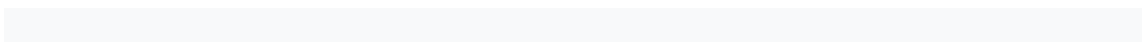
9. The registered establishment benefits from any tax exemptions in effect in the Kingdom related to exports of goods and services outside the Kingdom.

Fourth: Other Incentives

1. Developing a system for issuing a Palestinian certificate of origin

Many Palestinians struggle to issue a Palestinian certificate of origin for the products they intend to export, as there are many geopolitical obstacles. This is because most of the West Bank lands are located in Area C and imports most of the raw materials from the Israel or Israeli suppliers and therefore they cannot issue such certificate.

Recommendation:



The Authority shall, in coordination with the Palestinian Standards Institution, amend the conditions for the Palestinian certificate of origin, specifically for factories located in industrial estates.

2. Freedom to transfer returns on investments abroad and not to restrict foreign exchange dealings in industrial estates. As this freedom is one of the main incentives for the foreign investor, which makes him assured of the ease and flexibility of transferring his money. This shall be with the need to put controls and guarantees that enhance the state's right to pursue the investors' funds, if any crimes and violations of state laws and regulations occurred. In addition, it shall guarantee the legality of these funds sources.

Comparative experiences and best practices

In the United Arab Emirates

Federal Decree-Law No. 19 of 2018 regarding foreign direct investment stipulated in Article 8 thereof: "Subject to the legislation in force in the country, the investment company may make financial transfers outside the country for foreign direct returns on investments investment."

In the Republic of Egypt

Article 6 of the Egyptian Investment Law of 2017 stipulates that every investor has the right to establish, expand, and finance the investment

project from abroad without restrictions and in foreign currency. The investor also has the right to own, manage, use, dispose and collect the profits of such investment as well as transfer them abroad. The investor also has the right to liquidate the project and transfer the outcome of this liquidation in whole or in part to abroad, without prejudice to the rights of others.

The state shall allow all foreign exchange transactions related to foreign investment to be made freely and immediately to its territory and outside it, in a freely convertible currency. The state shall also allow the conversion of the local currency into a freely usable currency immediately.

In the Hashemite Kingdom of Jordan

Paragraph E of Article 14 of the Investment Promotion Law No. 30 for the year 2014 stipulates that the registered institution that engages in economic activity in the free zone has the right to allow it to transfer foreign currencies and the profits generated from it from the free zone in accordance with the provisions of the legislation in force.

The first and second items of Paragraph B from Article 41 in the Jordanian Investment Law stipulate that, the non-Jordanian investor has the right to extract all or some of the foreign capital in a convertible currency in accordance with the legislation in force. He also has the right to transfer the returns and profits of his investment out of the Kingdom.

4. Insurance of investment portfolios:

The Palestinian investor suffers from obstacles regarding the failure of his investment project, as he is not able to anticipate the risks, profits, and losses of his project due to the lack of a detailed annual work plan that reflects the practical steps to apply and implement the economic viability of the project.

Recommendation:

- Providing an economic consultant with a small fee, who has all the qualifications in terms of re-studying the economic feasibility of projects, directing them and leading them to success.
- There are some foreign institutions concerned with securing investment portfolios such as EPCGF, MEGA, and NCM. Thus, working closely with these institutions to secure the value of investment portfolios so that if the project fails, these institutions will compensate investors with a certain percentage of the capital.

4. Establishing a fund to revive projects in the industrial estates:

Many investors suffer from faltering rates due to economic, political and weather conditions (as in industries related to agriculture). Palestinian investors consider that the sole solution for such obstacles is to withdraw from the market and sell their assets.

Comparative experiences and best practices:

Egypt:

1- What is stated in Chapter 3 of the law regarding the establishment of the Industrial Zones Support Fund, which has the following tasks:

- Implementing the Ministry's policy of industrial development in industrial zones, and in particular, it shall do the following:
 - Supporting the establishment, attachment and development of industrial zones in the Arab Republic of Egypt
 - Supporting the prices of lands and related productive and service industrial activities in the industrial zones in accordance with the rules established by the Authority's Board of Directors.
 - Supporting industry encouragement policies to achieve the Ministry's plans of industrial development and measures that increase the ability of industrial zones to attract investment and encourage competition at home and abroad.

Recommendation:

A legal text shall be added to the Industrial estates Law stipulating the establishment of a corporate recovery fund so that the investor participates with an annual contribution and the state contributes with another percentage. That way the fund works to revive projects if they fail within economic / political / force majeure conditions so that the investor does not have to withdraw from the market or close his factory.

4. Developing the Palestinian certificate of Origin Issuance System

Many Palestinians struggle to issue a Palestinian certificate of origin for their products to export them, as there are many geopolitical obstacles. This is because most of the West Bank lands are located in Area C, and it imports most of the raw materials from the Israeli side or from Israeli suppliers thus they cannot issue a Palestinian certificate of origin. It is stipulated that the percentage of Palestinian inputs shall not be less than 35% of the total cost of the product, to export to Jordan and it shall not be less than 40% to export to Arab countries, according to an agreement to facilitate and develop trade exchange between Arab countries.

Recommendation:

The commission shall coordinate with the competent authorities to issue the certificate of origin, amend the Palestinian certificate of origin conditions, and simplify the procedures for issuing the certificate of origin for the factories located in the industrial estates, in order to facilitate granting the investors the certificate of origin within the services of the unified investment stop in the authority.

5. Quality Management System

Factories in industrial estates, wishing to succeed and gain a place in the local and global markets, must have a high degree of awareness, knowledge and familiarity with matters related to Palestinian quality standards and certificates.



Therefore, it is necessary to organize courses for investors on the requirements of the quality management system (ISO) and for industrial companies operating in the industrial estates in order to inform them of the latest developments in the field of quality management system and how to obtain it. Investors must also be informed of the mechanism by which they in industrial estates can achieve and obtain different quality accreditations in light of the law and official formalities.

5. Concluding agreements to establish qualified industrial zones similar to the (QIZ) idea as it was done in Jordan and Egypt, especially with the parties supporting Palestine, such as the Organization of Islamic Cooperation, which guarantees opening the markets of a large number of countries to the Palestinian product. So that the products manufactured in areas designated as qualified industrial zones in Palestine are granted direct access to the markets of the member Islamic countries of the Organization of Islamic Cooperation without customs tariffs or quota restrictions, provided that some conditions and qualifications are met. These usually are achieved through a guarantee certificate granted by the Palestinian Industrial Estates & Industrial Free Zones Authority for products manufactured in those areas.

7. Activating the implementation of trade agreements concluded with a number of countries in the world, including Israel, such as the Paris Economic Treaty (Quota)



The Palestinian National Authority has signed many bilateral trade agreements with Arab and foreign countries and international agreements. This is in order to achieve economic and commercial gains, including increasing the size of the market, increasing trade exchange size and opening up trade to other markets.

However, it is noticeable that it did not achieve many gains, either for political, procedural or institutional reasons, according to what was stated in many studies that were published regarding that matter. As it illustrated the absence of an official governmental role in providing support services for import and export operations and the most prominent of these services are:

- Lack of examination and inspection for imported goods and services.
- Lack of information on international export markets and the requirements for Palestinian goods to access them. Where it is difficult for the Palestinian investor to know and understand the quota system given to the State of Palestine in many foreign countries (Europe and America) as the investor does not know what incentives have been agreed upon. Some incentives are important, such as customs exemptions on some products.
- The high cost of financing due to the high interest, and there are no specialized institutions to finance foreign trade.



- The lack of competent authorities to educate producers and exporters of production methods and marketing operations in its various stages of packaging and storing.
- Decreasing the level of infrastructure services and increasing prices.

It is worth noting that all investors in Palestine suffer from these problems, whether they are inside or outside the industrial estates. Despite the efforts made by the Palestinian Industrial Estates & Free Zones Authority to overcome these difficulties, by providing support from donors for projects in industrial estates or by carrying out promotion services, or networking with the relevant institutions to overcome the difficulties faced by investors. Therefore, we propose a set of recommendations to encourage the export and import process and benefit from the agreements signed with the Palestinian Industrial Estates & Industrial Free Zones Authority in the industrial estates, as follows:

- Activating the quota system for countries with which it was agreed to export the Palestinian product.
- Issuing a resolution by the Council of Ministers to form a committee from the Palestinian Industrial Estates & Industrial Free Zones Authority, the Ministry of National Economy, the Ministry of



Foreign Affairs and Expatriates, the Ministry of Justice, the Civil Affairs Authority and the Ministry of Finance. This committee aims to limit the agreements that investors in the industrial estates can benefit from and develop recommendations and necessary procedures to activate them and to obtain preferential treatment for goods in industrial cities.

- That the Authority, through the Ministry of Foreign Affairs, coordinate with embassies and Palestinian commercial representation offices abroad. These aims is to enhance economic relations between the Palestinian territories and the countries of the world and to coordinate visits to investors from industrial estates and businessmen from abroad.
- The authority sign bilateral agreements and memorandum of understanding with institutions working in the field of import and export in order to facilitate import and export procedures for investors in industrial estates.

Providing business development services

- ✓ **Market information service:** providing the latest information on international and local markets by establishing a marketing research centre to provide information and data about local



and international markets and the conditions and size of competition thereof, and making this information available to investors in the industrial estates to help them plan production and marketing operations.

- ✓ **Manpower Training Service:** Vocational training is arranged for tenant employees in addition to skilled workers to develop performance.
- ✓ **Incubators:** Supporting "graduates" from schools and universities to allow the opportunity to conduct training in the investor's factory. An incubator space is being prepared for new projects.

- **Working on a unified inspecting and Customs system**

The Palestinian investor suffers from extreme difficulty related to importing and exporting, because this process passes through three checkpoints, which are Palestinian, Israeli and Jordanian borders and customs. In addition, all laws and regulations of the three countries are applied separately, according to the in force laws in each country. Therefore, the Palestinian investor suffers from a large number of followed procedures and significant delays associated with laws and complex procedures.

- Negotiating with all three parties, in order to create a unified border checkpoint that checks the goods once, instead of three times. It is possible to carry out this task through a private international company that will be agreed upon with the help of Jordanian and international efforts to put pressure on the Israeli side to ensure overcoming the security and political obstacles that are put by the Israeli occupation.
- Negotiating with all parties to pay fees, customs and any taxes at one point.
- Unifying the sectors' tariffs in order to facilitate the import and export process, without the investor being surprised by the transportation costs and known fees.
- Preferential treatment at crossings and borders for industrial estates export: This includes:



- ✓ Extending unloading and loading hours for goods exported from industrial estates, or allocating specific hours.
 - ✓ Loading the approved manufacturing industry products that are manufactured in industrial estates into closed containers, to be exported through Allenby Bridge without being opened or inspected. This shall be done in accordance with the prior approval of both Israeli and Jordanian sides.
 - ✓ Drivers and trucks pre-registered with "one-stop-shop " unit.
- Preferential import treatment:
 - ✓ Issues shall be discussed collectively between the "one-stop-shop" units.
 - ✓ Completing the installation of a container scanning machine at the Israeli side, in order to speed up goods transit time.
 - ✓ Allowing importing raw materials and machinery from abroad without the mediation of an Israeli broker.
 - ✓ Facilities for industrial zones, regarding handling and clearing imports that target industrial estates.

7. Incentives to Attract Non-Palestinian Foreign Investors:



- ✓ Perform pressure on the Israeli side to give a multi-entry visa – an investor visa for every foreigner who intends to set up a factory in the Palestinian industrial estates.
- ✓ Providing a foreign investor visa for the owners of projects in the Palestinian industrial estates for a period of at least one year, while ensuring that the number of entry times into the Palestinian territories is not limited.

8. Incentives to facilitate the movement of Palestinian investors

Prioritizing businessmen who invest in industrial estates to obtain BMC cards. They are provided with facilities to obtain a BMC card with the Israeli side to overcome political obstacles, which would facilitate the movement, commercial movement and transportation of products through the crossings.

Comparative experiences and best practices:

According to the Egyptian Industrial Development Authority law issued in 2018, there are a number of incentives offered to investors in industrial estates, the most prominent of which are:

2- What is stated in Article 3 of the law regarding the powers of the Industrial Development Authority regarding:

- Establishing general rules to promote investors within industrial zones, and linking this to specific standards for production, operation, and export, or other development goals. In addition to

create the appropriate climate for investment in industrial zones in cooperation with the General Authority for Investment and Free Zones, provided that these rules are submitted to the Council of Ministers for approval.

- Working on developing industrial zones, publicizing and promoting them locally and internationally with the aim of increasing investments in them, in cooperation with the General Authority for Investment and Free Zones and the competent authorities.

8. Article 10 of the Egyptian Investment Law of 2017 states exempting companies and establishments' bylaw, credit facilities and mortgage contracts related to their business from stamp duty and from documentation and month fees for a period of five years from the date of its registration in the commercial register. Also, the land registration contracts necessary for establishing companies and establishments are exempt from the tax and fees referred to. The provisions of Article (4) of the Law on Regulating Customs Exemptions issued by Law No. 186 of 1986 regarding the collection of customs tax in a unified category of (2%) two percent of the value shall apply to companies and establishments subject to the provisions of this law on all the imported machinery, equipment and devices necessary for its establishment. This unified category also applies to all machines, equipment and devices imported by companies and



establishments operating in public utility projects necessary for their construction or completion. Without prejudice to the provisions of the temporary release stipulated in the Customs Law promulgated by Law No. 66 of 1963, investment projects of an industrial nature subject to the provisions of this law shall import molds and other production requirements of a similar nature without customs duties in order to use them for a temporary period in the manufacture of their products, and to re-export them abroad. The release and return to the outside shall be according to the arrival documents, provided that the entry and return documents are recorded in records prepared for this purpose by the Authority, in coordination with the Ministry of Finance.

The United Arab Emirates:

- Exemption from import duties for equipment and raw materials.
- Exemption from customs tariffs for entering 22 countries across the world through its network of free trade agreements.
- Exemption from income tax.
- The ability to fully recover capital and profits.
- Assignment of the security deposit of approximately AED 3,000 for each worker visa.



Licenses	The issuing party	Requirements for obtaining a license
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- Providing public utility services at competitive prices.

Section 4

One shop service

The complications related to the issuance of licenses, permits and official registrations that the investor needs for his project in the industrial estate or the free zone a real obstacle that face investing in industrial estates¹⁹, where the following table prepared by the Palestinian industrial estates and free zones Authority shows the large number of these bureaucratic procedures required by the investor:²⁰

¹⁹ This was confirmed by the private investors in Jericho Industrial and Agricultural Park in a workshop that was held through the Zoom meeting on 11/19/2020.

²⁰ Refer to PIEFZA website
<https://www.piefza.ps>

Company registration certificate from the Companies Controller	Ministry of National Economy	<ol style="list-style-type: none"> 1. Fill out an ordinary public company registration application form (3 copies) signed by the founders, before the notary public or companies controller 2. Advocates power of attorney with the BAR stamp if not provided by the founders. 3. Copies of the partners' IDs. 4. Memorandum of association (3 copies) 5. A completed name verification form.
Industrial zone certificate	Palestinian industrial estates and free zones authority	
Building Permit	Palestinian industrial estates and free zones authority / in the event of an authorization from the local authority of the authority	<ol style="list-style-type: none"> 1. Filling out an industrial establishment license application form. 2. Filling out an economic feasibility study form (from the Ministry of Economy) 3. A copy of the company registration certificate. 4. An approved area planner from (2) licensed surveyor. 5. An undertaking not to operate the facility until after obtaining the operating license.
building completion certification	Palestinian industrial estates and free zones authority / in the event of an authorization from the local authority of the authority	<ol style="list-style-type: none"> 1. Filling out an application form for operating an industrial facility's license. 2. An undertaking not to operate the facility until after obtaining the operating license 3. The field visit report of the facility's readiness for operation. 4. A copy of the building license
Establishment construction permit	Ministry of National Economy	<ol style="list-style-type: none"> 1. Filling out an industrial establishment license application form. 2. Filling out an economic feasibility study form (from the Ministry of Economy) 3. A copy of the company registration certificate

		<ol style="list-style-type: none"> 4. . An approved area planner from (2) licensed surveyor. 5. An undertaking not to operate the facility until after obtaining the operating license
Operation license	Ministry of National Economy	<ol style="list-style-type: none"> 1. Fill out an industrial facility operation permit application form. 2. An undertaking not to operate the facility until after obtaining the operating license. 3. The field visit Report to the facility's operational readiness. 4. A copy of the building license
Environmental approval	Environmental Quality Authority	<ol style="list-style-type: none"> 1. Fill out the environmental approval application form. 2. A copy of establishing an industrial facility application from the Ministry of Economy. 3. Factory space scheme 4. Factory location scheme. 5. Detailed architectural plan for the factory. 6. A brief study on industry, the production process and the materials used. 7. Environmental Management Plan.
Crafts and Industries License	Ministry of Health	
Investment registration certificate	Palestinian Investment Promotion Agency	
Investment confirmation certificate	Palestinian Investment Promotion Agency	<ol style="list-style-type: none"> 1. A copy of the company registration certificate. 2. Fill out the form for a project registration application for the purposes of benefiting from the investment promotion law. 3. The first tax invoice. 4. Description of the project 5. A copy of the project cost bills.

		6. Granted project licenses.
Factory License Certificate	Ministry of Health	
Product License Certificate	Ministry of Health	
Food safety certificate	Ministry of Health	
Renewal of environmental approval	Environmental Quality Authority	
Renewing the establishment of an industrial facility	Ministry of National Economy	
Renewing an operating license	Ministry of National Economy	

Article (3) of Law No. 10 of 1998 stipulated that "the authority takes into account the investment One shop service in industrial estates and free zones." The investment One shop service was defined in the first article of this law as: "The Authority or any of its offices located within the industrial estates and / or the free zones from which the investor can obtain all the permits, licenses and official records that his project needs.

The text of the aforementioned article regarding considering the authority as an investment service does not give the authority the power to issue all licenses directly in industrial estates and free zones. The interpretation of the text here does not deviate from the fact that the authority is a facilitator for investors to obtain the licenses and permits required for industrial projects within the industrial estates and free zones that are issued by other competent authorities. The authority, according to the text of the aforementioned article, replaces only the investor in obtaining licenses

from the competent authorities. However, fulfilling this role through its current position does not achieve the purpose of the existence One shop service. Its most important benefits is saving time and effort, reducing bureaucracy and dealing with investors in an effective, fast and transparent manner. Also, the text of the aforementioned article did not mention the mechanism by which we apply the concept of the One shop service, so the text of the said article remained empty of its content until the resolution of the Council of Ministers No. (3/17/18 / CPMCA) for the year 2019 was issued on August 19, 2019. The first article of the mentioned resolution stipulated the activation of the One shop service in the Palestinian industrial estates and free zones authority to grant all necessary licenses and permits for industrial projects. The second article also stipulated that representatives of all government departments concerned with industrial activities covered by the investment One shop service be assigned to work in the service, and that they be given the powers of the appropriate authority duly.

Article 3 stipulates that the Palestinian industrial estates and free zones authority be assigned to provide the work environment and the necessary administrative and logistical equipment for that.

This resolution, despite the positive role that the implementation of this resolution will play in facilitating obtaining the necessary licenses by the investor for his project in the industrial estates, remains incomplete as the issuance of licenses in terms of procedures and terms remain in accordance with the legislation in force.

Many ministries concerned with investment cannot delegate the powers of the minister or the ministry to the authority. This forms an obstacle since the Ministry of Local Government has its laws¹ and the Ministry of Economy plays an important role in this process, as it grants licenses for the establishment of industrial projects and operating licenses².

1 In the interview conducted by the researcher with the Ministry of Local Government, the legal advisor stated the following:

- The Ministry supports any facilities that enhance the establishment of industrial estates and free zones and encourage investment in these estates.
- The ministry supports the idea of a one-step service and granting licenses to local bodies through it, provided that this is in line with legislation and its amendments in this regard.
- The Ministry does not object to transferring the powers of providing public services provided by local authorities (water, electricity, sewage and waste) to the estates and Developers Authority within the industrial estates in accordance with the relevant laws and amendments.
- With regard to adopting structural plans within cities, the Ministry does not mind transferring this in accordance with the law and in a way that guarantees the idea that the Palestinian industrial estates and free zones Authority exercise the powers of the local committee and that this does not include the powers of the Supreme Council for Organization.

2 In the interview conducted by the researcher with the Ministry of National Economy, it was emphasized that the Ministry, with regard to the one-step service: Supports the idea of a One shop service to facilitate licensing procedures for investors, taking into account that the procedures it deems fit with the Palestinian reality is having employees authorized and delegated by the ministries and related institutions working in the headquarters of the Palestinian Industrial estates and free zones Authority and that the authority is not absolutely responsible for granting licenses, as this includes many technical obstacles and requires a large and qualified staff in the authority that cannot

be secured at the present time. This contradicts the idea of collecting fees for the benefit of the competent ministry. The ministry emphasizes in order to support the one-step service, in the texts and regulations the necessity of effectiveness and speedy completion, so that the text is provided, for example, to grant the license to the investor within a period not exceeding a week from its submission.

Mr. Iyad stressed, with regard to the role of the Authority and the possibility of its delegation from the Ministry to suspend or temporarily shut down infringing facilities within industrial cities and free zones, that the Ministry never fails to close any industrial facility that violates the laws, and therefore there is no need to grant a mandate to the authority to do so.

The Environmental Authority and the Ministry of Health and other ministers are governed by a well-established nature of work and legislation that cannot be bypassed according to the issued resolution of the council of ministers. According to the resolution, the authority will receive investment requests, while the various authorities, through their representatives, will follow up these files referring to the departments. A representative of the Environmental Authority, for example, is not authorized to take a decision. Rather, he must return to the parent institution that is governed by a working system, committees, and specific decision-making mechanisms. This mechanism has no authority⁹ or influence over the Palestinian Industrial estates and free zones Authority, and the same is repeated within the relevant ministries.

In an interview conducted by the researcher with both Mr. Murad Al Madani, Legal Adviser to the Environmental Quality Authority, and Mr. Yasser Abu Shanab, Acting Director of Environmental Protection on 11/20/2019, they reported on the views of the Environmental Authority in this regard as follows:



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- The Environmental Quality Authority supports the promotion of investment in industrial estates and free zones within the legal and realistic controls and determinants that are applicable in the reality.
- The Environmental Quality Authority believes that the idea of its participation in the one-step service should be limited to receiving requests within industrial estates and free zones. Then it is referred to the Environmental Quality Authority for environmental approval and other requirements related to the environment. This is because there are many considerations and issues that must be identified, observed and highlighted:
- The Palestinian Industrial estates and free zones Authority will not be able alone to carry out the tasks that the Environmental Quality Authority carries out, as the effects of environmental issues are not limited to inside the industrial estates, but extend beyond them such as contaminating ground water and gas emissions that extend outside the industrial estates. In addition, environmental requirements and conditions vary from one industry to another, which requires many and varied experiences for the Palestinian industrial estates and free zones Authority in the environmental field. Consequently, it is not correct for the Palestinian industrial estates and free zones Authority to grant environmental approvals or to follow-up, supervise and control the commitment of developers or investors to environmental requirements.
- Granting the Palestinian industrial estates and free zones Authority powers to grant environmental approvals, controlling, and supervision over the extent to which developers and investors adhere to environmental requirements and conditions may fall within the concept of conflict of interest. This is because the nature of the work of the authority and its main role is to encourage industrial investment in industrial estates, which may cause it to turn a blind eye to standards Environmental requirements, and this issue is known at the global level in terms of the conflict between industrial investment and the requirements of environmental protection. (The environment is in conflict with economists). Sustainable development requires that the investment requirements be taken into consideration in parallel with the environmental requirements.



- It is better to have internal environmental self-monitoring within the industrial estates as if there are pre-treatment units for pollutants and that the internal control reports are submitted by the authority to the Environmental Quality Authority as an external control body. It is also better to include environmental studies and requirements on strategic environmental studies that precede the establishment of industrial estates and contribute to determining their appropriate places. Therefore, it facilitates controlling compliance with environmental requirements and requirements in industrial estates and zones.

Comparative experiences and best practices:

The Egyptian law

A competent administrative authority (the entity that is competent to manage industrial zones), according to Article 14 of facilitating the granting of licenses to industrial facilities Law No. 15 of 2017, will establish a committee called the “Committee for the Conditions for Granting Licenses”. This committee shall have the following tasks without being bound by the rules and regulations stipulated in any other law, as follows: 1- Determining all the requirements for obtaining licenses in accordance with the provisions of this law, including the requirements of

civil defence, the environment, industrial security, and occupational safety and health. 2. Classifying these requirements according to the degree of risk represented by industrial activities. 3- Determining the requirements and codes for buildings designated for industrial activities. 4- Determining the non-material requirements that do not affect the safety of the industrial facility and its suitability to operate. The committee may set special requirements appropriate to the nature of MSMEs. The conditions referred to in the previous two paragraphs shall be issued by a decision of the competent minister to work with them exclusively upon the issuance of the license. The committee shall exercise other competencies determined by the executive regulations.

Article (16) of the aforementioned Egyptian law affirmed that: All concerned authorities are obligated to grant licenses with the approval of the committee stipulated in Articles (14) and (15) of this law with the conditions and decisions related to granting licenses to establish or manage industrial establishments in force before they enter into force. The competent administrative authority is also obliged to make the requirements available to all, according to the means determined by the executive regulations. "

Among the most striking issues in facilitating the granting of industrial facilities licenses No. 15 of 2017 to the Egyptian law are accreditation offices, which contribute greatly to facilitating the procedures for the investor to obtain a license according to the following:



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- ❖ Paragraph 6 of Article 1 of the aforementioned Egyptian law defines accreditation offices as: the entities licensed by the Industrial Development Authority to work in the field of examining all technical matters and documents related to industrial licenses to which the applicant may refer. This is in order to ensure that the industrial establishment meets the conditions and procedures legally required for its establishment or operation, and is given an acceptable certificate of approval to do so to present it to the competent administrative authority.
- ❖ Accreditation offices issue, upon their responsibility, for the applicant an acceptable certificate of approval, which includes the fulfilment of the industrial facility all or some of the necessary requirements in accordance with the provisions of the law. The offices shall send a copy to the competent administrative authority in the manner determined by the executive regulations. The competent administrative authorities do not consider the certificates submitted to them after one year from the date of their issuance.
- ❖ The certificate issued by the accreditation offices registered in the record referred to in Article (17) of this law regarding the compliance of the industrial establishment with the requirements of licenses required by law is acceptable to the competent administrative authority and to all other administrative authorities.
- ❖ The certificate issued by the accreditation offices is considered an official document in the application of the provisions of the Penal Code, and the issuance of this certificate, contrary to the truth,



entails the value of the insurance value and its disbursement to the beneficiaries thereof. In the event of serious violations in connection with the issuance of the certificate, the violating office is removed from the registry for a period not exceeding three years by a decision of the board of directors of the competent administrative authority. All of this without prejudice to the civil or criminal liability resulting from that, as the case may be. In the event of a repeat of the gross violation, the record shall be permanently removed.

In the United Arab Emirates:

The cities and industrial zones in the United Arab Emirates are granted the "One shop service" program (OSS). This program aims to provide all required such as industrial land acquisition, and other related procedures and services from a single point of services contact.

According to Federal Decree-Law No. 19 of 2018 regarding foreign direct investment, Article Ten of it stipulated that the investor be granted a license for his project within (5) days from the date of submitting the request or completing data and documents or making adjustments and the foreign investment company is registered in the foreign direct investment record and Issuing licenses.

In the Hashemite Kingdom of Jordan:

The investment window in the Jordan Investment Authority, or what is known as a one-stop service, is one of the most important means of enabling domestic and foreign investments. By working to simplify the registration procedures and licensing investment projects, which are benefiting from the investment law.

The legislative framework for the one-stop service work was organized in the third section of the Jordanian Investment Law and Regulation No. 32 for the year 2015. In addition to the licensing manual at the one – stop service in the Investment Authority. It stipulated the establishment of a one – stop service in the authority aiming to provide a one-stop service in order to license economic activities in the Kingdom. Article 16 stipulated that the official authorities, which are competent to license the economic activities covered by the one- stop investment services, shall nominate its authorized representative or commissioners, in order to delegate the investment service. This shall be within fifteen days from the date it received a letter from the authority regarding that matter.

The authorized delegate has the authority to issue the license in accordance with the applicable legislation applied. That is applied by the official body , which he represents it, despite what was mentioned in any other legalization. Therefore, he practice the powers of the competent authority to issue the license stipulated in these legislations. In addition, he takes the necessary measures for that.

Article 18 stipulated that, a. the authorized delegate shall issue his decision regarding the license in accordance with the requirements, conditions and procedures required. This shall be within the time period specified in the license guide. The required period for issuing that decision shall not exceed (30) working days from the date of completion of the legal requirements specified in the licensing manual, if the period for issuing the decision regarding the license is not specified in the guide.

- b. The decision or placement shall be issued within the specified period In paragraph (a) of this Article, if the issuance of the license necessitates transferring the matter to any committee or body, in order to make any examination or any action Without the relevant legislation specifying the period in which that committee or body shall issue its decisions or recommendations during it.
- c. The refusal decision shall be in writing and reasoned, if the authorized delegate refuses to grant the license. In addition, he shall inform the applicant of the license about his decision . This shall be within a period not exceeding three working days from the date of its issuance.



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- d. The applicant of the license has the right to submit an objection to the chairman within sixty days, if the authorized delegate refuses to grant the license, or if the delegate doesn't issue the decision in accordance with the time periods stipulated in Paragraph (A) of this article. The president shall refer the objection to the governmental committee, which was formed under paragraph (f) of this article, if the objection cannot be settled within fifteen days.
- e. 1- The governmental committee shall issue its decision within (30) days from the date of referring the objection to it. In addition, its decision shall be subject to appeal to the Supreme Court of Justice.
- 2- The authorized delegate shall abide to the governmental committee decision and he shall also implement its content.

The developer shall create an investor services office in every development zone. This office will receive licence applications submitted by the investors in the development zone. In addition, the office shall raise them to the one-stop service at the Investment Authority within two working days from the date of completing the application data and documents. The Investors Services Office also responds to investor inquiries. These offices have been strengthened with all booklets , brochures, and recent publications that the investor needs.

The professions licenses shall be issued by the developer based on an authorization from the Investment Authority.

Recommendations and proposed solutions:

Based on the mentioned we suggest to add the following to the

Resolution:

First: A One Stop Service shall be established in the authority aiming to provide a One Stop Service for granting all necessary licenses, permits, certificates and official registrations, in order to establish a project in



industrial estates and free zones. This shall be according to the Council of Ministers' resolution. We also suggest that the law shall stipulates that the authority has the right to establish a one stop service in any industrial estate, in which the Authority works to implement the council of ministries' resolution to establish One Stop Service and to inform the competent authorities about it.

1. The official bodies concerned in granting licenses, permits and certificates submitted by the One Stop Service, shall authorize one of its employees to work in the One Stop Service. This shall be within fifteen days from the date of receiving the authority's letter.
2. The authorized employee in the One Stop Service shall be authorized to issue licenses, permits and certificates necessary for establishing, operating projects and taking necessary procedures.
3. The One Stop Service's facilities shall perform their duties under the authority's management and supervision.
4. The authority has the right to request the competent authorities to replace the authorized employee, if he violates his job duties, or if it is found that his work at the One Stop Service is ineffective. Thus, the competent authority shall replace him within fifteen days from the date of receiving the authority's letter.

Second: The Authority shall prepare the One Stop Service System in coordination with competent authorities. It also shall submit it to the Council of Ministers to issue it duly, and it shall include the following points:

- a) Licenses, permits, certificates and services that will be issued by the One Stop Service.
- b) Competent Authority authorized to issue licenses, such as the Ministry of Economy, the Ministry of Health, the Environmental Quality Authority, and the Civil Defense.
- c) Conditions, procedures, requirements and legal periods necessary for issuing licenses, permits and certificates, which will be issued by the One Stop Service regardless any other legislation.
- d) Procedures for foreign investors to ensure facilitating and simplifying their obtaining of licenses and permits, which are required from outside Palestine.
- e) Penalties for violating the terms of licenses.

Until the law is amended, we suggest to implement The Council of Ministers' Resolution No. (3/17/18 / M .W / M.A) , in which the One Stop Service in the General Authority for Industrial Estates and Free Industrial Zones will be activated, to grant all necessary licenses and permits for industrial projects. We also Suggests to appoint representatives, in order to act on behalf of all government departments concerned with the industrial activities included in the One Stop Service. In addition to grant them the competent authority powers duly. Furthermore, the Authority of Industrial Estates and free Industrial Zones shall provide work environment and the necessary administrative and logistical equipment for that.

In addition, it shall work initially on an electronic linkage between the authority and the entities represented in the one-stop service. We also

suggest that the delegated employees work hours in the one-stop service offices in the authority, shall be part-time work and (determined according to the actual need). However, their administrative dependency remain for the bodies they represent. The authority is the only body that submits a statement of their work hours to the bodies they represent .

Fourth **Providing infrastructure for industrial cities**

The presence of an infrastructure with excellent efficiency and high returns is considered one of the most important elements in attracting investment in industrial cities. The infrastructure upgrade covers five main sectors including: the water sector, the energy and electricity sector, transportation sector, the telecommunications and information technology and postal services, and the environmental protection and sustainability sector.

The responsibility for providing infrastructure for industrial cities is, according to what is known in the neighboring countries and with regard to the concession contracts signed with the Palestinian Industrial Estates and Free Zones Authority, divided between the government, represented by the Palestinian Industrial Estates and Free Zones Authority, and the developers. Thus, it is the responsibility of the Authority to provide the external infrastructure and the developer to provide the internal infrastructure.

Below we will clarify what is meant by both the external infrastructure and the internal infrastructure of industrial cities:

❖ The external infrastructure :

The Jericho Agro-Industrial park concession agreement defines external infrastructure as all the external infrastructure facilities related to the industrial estate that include, but is not limited to the streets, the

transportation roads, transportation, communications and water facilities, electrical power stations, and any other services and facilities necessary for the operation of the industrial estate. The concession agreement also defines the basic services that are among the tasks of the developer as services including electricity, water, sewage, communications and solid waste management, wireless communication services or any other services and facilities that may be needed.

❖ **Internal Infrastructure:**

It is defined as the basic works carried out on the land or site of the industrial estates, and it includes, but is not limited to, settlement works, construction of road networks, water and sewage networks, electricity, sewage stations, electricity and gas, natural gas stations, oil and alternative energy, communications, firefighting, and surveillance devices networks. As well as other facilities in a manner consistent with the concession contract. In addition to any other facility or service that may facilitate the operation of the industrial estates.

water valleys, whether they are within or outside the boundaries of the industrial city, it is considered to be surface water and a source of water in Palestine according to the first article of the Water Law No. 14 for the year 2014. It also considered a public property according to Article (3) of the same law. In addition, water authority has the right to manage these sources, and to ensure fairness and efficiency in distribution. Article (29) stipulates that the Water Authority grants licenses to use surface water for non-personal purposes, and collects fees for it, according to a system issued by the Council of Ministers.

For example, the development contracts concluded by the Investment Authority with the developer in Jordan, defines the infrastructure , as all immovable funds, constructions, and real estate located inside the development zone , outside the boundaries of the units within it, which designated to serve the development zone in general and enabling its occupants to benefit from the units in which they occupy within the region.

It includes the following, in particular:

1. Streets, corridors, sidewalks, bridges and their accessories.
2. Squares, fields, parks, public parks, green spaces and water bodies.
3. Traffic signs and traffic safety devices.
4. Allocating the necessary spaces to install the infrastructure lines.
5. Any immovable properties, constructions, or transferred real estates designated as public facilities for the development zone, including buildings designated for official bodies operating in the development zone. In addition to those designated for fire stations , public security forces and similar facilities.
6. Any immovable properties, constructions, or other transferred properties determined by the Authority

The infrastructure excluded any immovable funds, installations, or networks within the development zone, which were established, managed, supervised, maintained, and condemned by any public or private authority. This shall be according to the legislation in force, in particular the Electricity Law, the Communications Law, the Water Authority Law, as well as the system of organizing and managing the Ministry of Public Works and Housing.

However, In the Kingdom of Saudi Arabia, the executive regulations for organizing the Saudi Authority of the Industrial Estates and Technology Zones defines infrastructure has defined the infrastructure , as the basic works carried out on land or site, in order to establish a specific industrial city on it. As well as settlement, construction of roads, water, drainage, electricity, gas, telecommunications, etc .

Article 26 of the regulations also stipulated that one of the obligations of the developer is to establish the infrastructure and maintain it well. In addition, it shall provide services and marketing support to the industrial city, according to the license terms and the contract of use terms , which was concluded with the authority.

The fourth article of the bylaw also stipulated that the authority shall deliver or provide all facilities and services to the industrial estates borders , which are specified in coordination with the relevant authorities. This shall be at the best prices, operational efficiency, during the specified times and in the required quantities

However, in the Arab Republic of Egypt, suppling industrial zones with major facilities until the outer borders of the land is considered one of the Industrial Zones Authority obligations . The developer is also obliged to develop the industrial zone (roads - water - drainage - electricity - gas – telephones).

Providing and selling basic services such as electricity, water and communications to investors in industrial estates at preferential rates is one of the most important factors attracting investment in industrial estates. In this study, we will review the legislation in force in terms of the competent

authorities, and what is the role of the developer in providing these basic services as well as whether these legislations stipulate the granting of preferential prices for the services provided for projects in the industrial estates:

Firstly, Water and sewage services:

a) water services:

Water supply is one of the basic services in the industrial estates and an attractive factor for investors, especially in light of the presence of the water crisis. The occurrence of any shortage of water quantities required for industries in the industrial estates negatively affects the productive capacity of the factories. Therefore, the Palestinian industrial estates and free zones Authority, at the time of studying the establishment of industrial estates, must take into consideration the provision of a water source for the industrial city, especially if the industrial estates is specialized in a type of industry that needs high quantities of water. Therefore, the government should take industrial water provision in general and for industrial estates in particular into account when setting water policies. Article (6/3) of the Water Law resolution stipulates that the Water Authority shall work in cooperation with other official institutions and relevant authorities and within the framework of the annual water budget to determine the quantity of water and its usage for different sectors and regions. Taking into account that domestic uses should have absolute priority over all other uses in terms of allocating available water resources.

The texts of the concession contracts must also be clear and explicit regarding each party's obligations to provide water service. As the lack of clarity of obligations in this aspect may raise some kind of problems in holding the responsibility to the default party. Usually, it is the

commitment of the government to provide water sources, and it is the developer's responsibility to provide water networks within the industrial estates in accordance with the specifications set by the competent authorities.

As for whoever supplies water services in the industrial estates, for example in Jericho Agro-Industrial park, the developer purchases the quantities of water from the Jericho municipality and resells it to the investors in Jericho Agro-Industrial park.

Below we will address the role of developers in distributing water and imposing industrial water tariffs within industrial estates as follows:

First: The role of developers in distributing water within the industrial estates:

The developer, According to Resolution of the Water Law No. 14 of 2014 and its amendments, is considered when he sells water to investors in industrial estates, a service provider. Thus, he must obtain a license from the Water Sector Regulatory Council in accordance with Article (24 / F2) of the Water Law Resolution which stipulates that the tasks and powers of the Water Sector Regulatory Council is "Issuing licenses for regional water utilities and any operator that establishes or manages facility operation to provide, desalinate, water treatment, or sewage collection and treatment, and charge license fees in accordance with law provisions and a law issued by Ministers council".

Article (29) of the law stipulates that:

1. The Water authority grants licenses and collects fees thereon, to carry out the following activities and tasks according to the law issued by Council of Ministers;



- a) Digging, draining, extraction or collection of groundwater,
 - b) Building or expanding a well or drilling an alternative well.
 - c) Using surface water for impersonal purposes.
2. Prior approval must be obtained from the competent authorities if the license requires an approval from other parties.

Accordingly, and based on the aforementioned legal texts, the process of licensing water service providers go through two phases, the first stage in which providers are required to obtain a license from the Water Authority if the provider will take advantage of a water source directly. The second stage here is to obtain a license from the Regulatory Council to establish or manage the operation of the facility to supply water. The prices charged by the developer for water services allowance will be determined based on the tariff system issued by the Council of Ministers and the approval of the Water Sector Regulatory Council. As for water service providers who do not directly takes advantage of a water source, the license issued by the Water Sector Regulatory Council will be sufficient.

Secondly: Water tariffs in industrial estates:

Articles (34, 35, and 36) of water law resolution stipulate that water and sewage services providers shall determine water prices based on the tariff law issued by council of ministers and approved by the Water Sector Regulatory Council. In view of the water tariff system for the year 2013

currently in effect, the third of which set the criteria that the water and wastewater service provider must take into account as well as set the prices that they will collect for such services as follows:

1. **Cost recovery:** The tariff includes cost recovery by water and wastewater service providers. Full recovery is achieved through achieving revenues that cover operating and maintenance costs and calculating the depreciation rate for fixed assets based on the real value, loans and interest, and investments for development purposes.
2. **Social justice:** the tariff structure takes into account a price that enables low-income groups to bear it, to meet the consumption basic needs.
3. **Economic efficiency:** the tariff structure sets an economic price for higher levels of consumption, to encourage the conservation of water resources.

As for Article 4, it is stated that for the purposes of applying tariff policies, it:

1. Includes users' categories in all domestic, commercial, industrial and tourism fields.
2. Distributes the costs of water supply between different groups of users and different consumption levels. The prices charged by consumers rise as consumption levels rise.
3. Distributes the costs of sanitation services among the different groups of users according to the volume of water consumed, and the fees charged are tracked upward scale dependent on the volume of sanitation .

Although the current water tariff law mentioned the types of water uses which are domestic, commercial, industrial and tourist uses, it did not include a directive pricing policy related to the economic sector, marginalized areas or industrial areas to be a guide for water service providers when preparing tariffs. For example, there will be preferential prices for water in some areas or there will be a differentiation between water prices of the different uses mentioned in the law (domestic, commercial, industrial and tourism) in a manner that supports development trends and policies. That is, the system adopted the tariff of escalating groups and linked the system of volume of consumption with water prices. The higher the volume of consumption, the price will increase.

B: sanitation services

One of the most important problems that industrial estates suffer from is pollution with industrial wastewater, which negatively reflects on public health. Therefore, it is necessary to emphasize the application of sound standards in industrial facilities in industrial estates, as the composition and concentration of pollutants in industrial wastewater vary from industry to industry and from one facility to another within one industry and from time to time within one plant. This difference constitutes a challenge for Industrial sewage treatment where it needs to adopt specific methods and technologies for industrial sewage treatment. It also needs to adopt these methods as part of environmental management.

We find, by reviewing the legal framework governing the issue of industrial wastewater in Palestine, the Resolution of the Water Law No. 14

of 2014, the Environmental Law No. 7 of 1999 and the Public Health Law No. 20 of 2004 and the system for linking housing and facilities to the public sewage network No. (16) of 2013. The industrial wastewater was defined according to the system as the water coming out or resulting from the use of water in some or all stages of manufacturing, cleaning, cooling or others, whether treated or untreated. The sewage system has also been defined as an integrated sewage system and includes a public sewage network, connections, inspection pits, pumps, treatment plants and their accompanying parts which are owned and equipped by the service provider inside and outside its borders and residential gathering centres and is used to drain and treat wastewater.

Paragraph 7 of Article IX of the system linking housing and facilities to the public sewage network also states that "It is prohibited for any person to drain, cause, or allow the wastewater drainage and sediments resulting from stone saws and building materials factories to the public sewage network or to any natural sewage network, to the valleys, or any other open network. The service provider shall provide specific sites for drying or disposal of stone saws sediments. "

Article 20 of the Law stipulates that:

1. It is prohibited for any person to drain any wastewater to water sources, to a natural stream, to the valleys, or to any open site, except after processing it and obtaining written approval of the service provider to drain it. Palestinian Standards No. (MF 2010-227 and its amendments), the Palestinian Standard No. (MF 2003-742 and its amendments) as well as the relevant mandatory technical

instructions issued by the Palestinian Standards institution are used as a reference for this purpose.

2. Any person is prohibited from draining surface and rain water into the sewage system, except with the written consent of the service provider.
3. The service provider is obliged, in coordination with the relevant official authorities, to apply the necessary standards and criteria for how wastewater is collected, properly transported, stored and treated to protect the environment and public health.

Developers in industrial estates to become sanitation providers, according to the decision of the Water Law, must obtain a license from the Water Sector Regulatory Council.

it is the concession contracts and agreements signed with the developer that, in the absence of an explicit legislative text in the law of the industrial estates that the developer is the provider of wastewater services, obliges the developer to provide this service. However, the developer must obtain a license from the competent authority in accordance with the relevant legislation in force. By referring to the Jericho Agro-Industrial park concession contract, sanitation services can be considered among the basic services in the industrial estates. As for the role of both the authority and the developer, the concession contract stipulated in Article (16) thereof that the authority is responsible for preparing the external infrastructure and even the borders of the industrial estates. The fourth article also states that

the developer is responsible for the implementation of the internal infrastructure of the project, including sanitation networks.

The Authority signed an agreement with the developer regarding the operation, management and maintenance of a Sewage collection and pumping station for Jericho Agro-Industrial Park in 2019. The agreement states in its fourth article that one of the developer's tasks is to connect, operate, manage and maintain all sanitation facilities for the Jericho Agro-Industrial Park with the sewage network and the sewage collection and pumping station and its facilities and ensure that it reaches the wastewater treatment plant in Jericho. Another task of the developer is to collect wastewater from inside Jericho Agro-Industrial Park and transporting it to the Jericho wastewater treatment plant by the collection and pumping station or by sewage tanks if this is not possible and at his own expense. Article Six also stipulated that the developer receive a service allowance from new factories and facilities in accordance with the legislation in force and after the approval of the authority, which comes after the exhaustion of the amount of meters stipulated in items No. (4) and No. (6) of the agreement signed with the Jericho municipality and attached to this agreement.

One of the tasks of the lessee according to Article 10 of the standard lease contract is that "the lessee is responsible for paying the fees for the services he receives directly and imposed on the rented property such as water, electricity, telephone, sanitation services, solid waste collection, gas, and the Internet. The lessee is also obligated to make electricity plans, water

and wastewater installations. The lessee is responsible to review official authorities to obtain subscriptions for those services necessary for his business and at his own expense and in a manner consistent with the laws and regulations in force with the company and other official departments. The lessee acknowledges the right of the lessor and / or the company providing these services to stop providing any of these services in the event that the lessee does not comply with any obligation incurred under this agreement.

Recommendations and proposed solutions:

Accordingly, and based on the above, we suggest the following:

1- the Palestinian industrial estates and free zones Authority shall coordinate with the Water Authority and the Water Sector Regulatory Council to add a text to the water tariff system project that expressly provides a preferential price for water in industrial estates. Which they are preparing to submit it to the Council of Ministers to issue it duly 22.

22 In an interview conducted by the researcher with Mr. Mohamed Hamidi, CEO of the Water Sector Regulatory Council dated 20191118, 22 The following has been confirmed:

- The Water Law in force No. 14 of 2014 allowed the private sector in Palestine to provide water and sewage services, and thus, the Water Sector Regulatory Council does not see any problem in licensing developers in industrial states and free industrial zones for providing water and sewage services within cities and free industrial zones.
- The licensing of the developers based on the previous point necessarily entails the process of supervision and control that the law grant to water sector regulatory council



- With regard to the preferable tariff within the industrial state and free zones, the council sees the possibility of adopting a tariff that encouraging investment in industrial states and free industrial zones, and to achieve this and because the cost of providing a water and sewage services in the free industrial zones are often greater due to the small consumer market within the industrial states and the difficulty in recovering costs, in this case, there are several issues that must be paid attention to which are: .
- It is necessary to distinguish between industrial water, which is the water that is mainly used in production as Juice factories, and the water that is used normally in the industrial facilities are not an essential part of production, for example, glass and aluminum , and here we have to treat this water as domestic water and not giving it a preferential tariff, as this does not represent a high cost, therefore, it is not considered an encouraging factor for the investor.
 - The need for the developer not to seek profits from providing water services, or from providing sewage services.
 - Ensure that industrial facilities that use pollutants shall install preliminary treatment stations to reduce the cost of sanitation.

3- The law of the industrial estates shall stipulate that one of the tasks of the developer is to be a sanitation service provider after obtaining a license from the relevant authorities. The text of the water tariffs law project shall stipulate to have a preferential price in the industrial estates.

In the Hashemite Kingdom of Jordan:

A well is drilled in the industrial estate and the developer provides water services according to the industrial water tariff approved in the Kingdom as follows:

The water service is obtained in the industrial estate as follows:

1. Filling the water service subscription form, which is available at the Investor Services Office in the industrial estate.
2. Paying the lump sum insurance amount, which is calculated according to the quarterly depreciation rate.
3. Installing the water meter (purchased by the investor) by the industrial estate maintenance technician free of charge.
4. Delivering water to the investor's project within 24 hours of paying the fees and installing the water meter.

As for wastewater, every city has a treatment and purification plant that is established by the developer and is responsible for its management.

In addition to that every investor is obligated under the contract signed with the developer to adhere to the sanitation instructions of the developer company. The investor is also obligated to install a primary treatment plant if the nature of its manufacturing required so.

Second: Electricity services in industrial estates and free zones, and the role of developers in the distribution of electrical energy, generation of clean electrical energy and its distribution in industrial estates:

1. Distribution of electrical energy by the developer within industrial estates and free zones:

The General Electricity Law No. 13 of 2009 emphasized that it is not right for any person to perform electrical activities related to generation or distribution unless it is a joint stock company that is licensed in accordance with the provisions of the Electricity Law. Therefore, according to the apparent provisions of this law, no developer can generate or distribute electricity except after obtaining a license from the Energy Authority on the recommendation of the Electricity Sector Regulatory Council. Where Article (16) of this resolution stipulates that:

1. The electricity sector is managed by companies licensed for this purpose, bearing in mind the following:

The licensed company is a joint stock company.

2. It is not permissible for any company to have both the generation and distribution licenses.

3. It is not permissible for a single company to be a major shareholder in a generation and distribution company.

Article (11) of the licensing principles for electricity companies law No. (9) of 2010 stipulates that: "Any company that engages in activities related to the generation and distribution sectors shall allocates its activities in only one of these two sectors, and apply for a license for only one of these two sectors. "

On the other hand, the distribution of electric energy by developers within industrial estates may raise a legal problem related to the concessions granted to licensed electricity distribution companies, which legally means

their monopoly to distribute energy in areas subject to its concession. Here we refer to what the CEO of the Electricity Sector Regulatory Council stated that the Electricity Sector Regulatory Council²³ supports granting legal exceptions that guarantee the developer to conduct electrical activities within the industrial estates and free zones. However, the developer's practice in this activity is subject to licensing and the supervision of the Regulatory Council and that there is no problem in the issue of granting a license for developers to practice electrical activities within industrial estates and free zones. As this does not contradict with the concession areas of the electricity distribution companies, given that the developers are considered to be major subscribers for whom the law permits direct linking with the national transport company without the need to link with the distribution companies.

Finally, and as a legal confirmation of the developers' practice of this role, a decision was issued by the Council of Ministers on 14/14/2017 allowing developers in industrial estates the power to distribute electricity within the industrial estates, if the necessary licenses are obtained.

²³ Interview conducted by the researcher with Mr. Hamdi Tahboub, CEO of the Electricity Regulatory Council on 1/18/1/2019.

2- The role of developers in the generation of clean electric energy and its distribution in industrial cities

Based on the decision of Law No. (14) of 2015 on renewable energy,
the following can be observed:

1. The first article of this resolution defined the renewable energy facility as the facility that uses renewable energy source systems to produce energy in accordance with the terms and standards determined by the Energy Authority.

The generation license was also defined as the permission granted by the Energy Authority under the provisions of the Electricity Law, and the approval of the Council of Ministers to develop the renewable energy facility.

2. Article No. (11) of the mentioned law specifies the methods of producing renewable energy in the following three ways:

- The Palestinian Solar Energy Initiative for the domestic Sector with a Capacity of (5) kilowatts or less per system, which is subject to the distinct tariff recommended by the Council and reviewed periodically.
- Net metering system for projects with a capacity of more than (5) kilowatts in all sectors, provided that it does not exceed a certain percentage that is determined by the renewable energy strategy.
- Bidding or inviting offers on competitive bases in accordance with the relevant laws in force to establish power plants for sale.

3. Article (12) of this resolution stipulates that: 1. No person or entity is allowed to generate electricity for sale without obtaining a generation license from the Energy Authority. 2. A generation permit is granted for a specified period of renewable energy installations at one or more specific locations.



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4. According to Article 4 of this law decree, the Energy Authority issues instructions on the conditions for granting licenses and conditions for submitting competitive bids. The Energy Authority also issues directives for renewable energy projects submitted in direct offer that obtain grants and aid or soft financing loans and assign them to the Council of Ministers for approval.

The instructions regulating the construction of renewable energy generation stations approved by the Council of Ministers Resolution No. (11/79/17 / M/U/R/H) of 2015 are considered one of the legal references in this aspect, as they included the following:

Article (5) of these instructions clarified the procedures for submitting offers for construction of generation stations. The second paragraph of the same article clarified the types of projects, which are summarized as:

- Competitive offers by the Energy Authority to bid on competitive bases for the establishment of renewable energy plants in accordance with the procedures stipulated in a special annex.

- Direct offers, in which investors may submit direct offers to establish renewable energy generating stations according to the procedures attached in Appendix No. 3 of the instructions. In the case of projects, they are summarized with the capacities of 1-5 MW and projects that are aimed at scientific research and development.
- International grant and aid projects, which are projects receiving international grants and aid provided to the government and the Palestinian people to build renewable energy plants. The Energy Authority prepares all relevant documents and agreements and recommends that its license be issued by the Council of Ministers. based on the above legal provisions regulating the subject, the following is mentioned:

The developer may apply for the production of renewable energy in the industrial estate through direct offers in accordance with the following legal provisions:

- The developer in the industrial estate does not have the right to perform the construction of an electric power station and a distribution of electricity. The developer shall, in case he wants to perform any of the activities, whether it is generation or distribution of electrical power, be subject to the licenses and conditions established by the Energy Authority and the Electricity Sector Regulatory Council.
- There is a special provision that, if the financing of renewable energy production projects in the industrial estates is through grants, gives the Energy Authority broad discretion in preparing all relevant documents, agreements and defining all provisions and details related to granting the license. For example, the percentage of profits for the project, sale prices, the contract period, ownership of the establishments and recommends that its license be issued by the Council of Ministers.

3- Preferential electrical tariff:

The cost of electricity is a basic item of investment cost, and therefore one of the most prominent incentives for investment in industrial estates and free zones areas is to give it a preferential tariff that makes it capable of competing internally and externally.

In fact, today, in the Palestinian law there is an industrial tariff in the law of tariffs of 2018, in which it is noticed that it is less than the commercial tariff and some of the domestic tariffs.

However, it is more than the agricultural tariff, the water pumping tariff, and some domestic tariff, but with regard to a distinct tariff for industrial estates and free zones, this issue is not approved.

Recommendation:

Granting investors in industrial estates and free zones a preferential tariff that is less than the industrial tariff mentioned in the approved tariff law²⁴.

In the interview conducted by the researcher with the Electricity Sector Regulatory Council, the CEO reported regarding the discriminatory tariffs as follows:

- The Council supports granting a preferential electricity tariff in industrial estates and free zones, given that energy is a major component of industrial production cost, and therefore, the promotion and encouragement of investment in those areas requires such incentives.
- The Council believes, with regard to setting tariffs and the possibility of coordination with the relevant authorities, especially the Palestinian industrial estates and free zones Authority, there are some legal restrictions and limitations that prevent direct coordination in this field. For example, the licenses granted to electricity companies make the financial statements that enter into the process of calculating the electric tariffs confidential data that is not allowed to be view by those who are not allowed under the law. However, the authority, developers and investors, through the public hearings that the council holds with the public and the consultations that the council holds with the partners and relevant authorities may have an important influence in the process of determining the electric tariff.

In the Hashemite Kingdom of Jordan

The developer provides the infrastructure for electrical loads in the industrial estates for all investors within the capabilities available at the main transfer station within the industrial estate. This shall be done according to criteria that take into account the limits of energy that can be



provided for each acre of land invested or where factories are built upon, provided that the investor pays the price of the extra loads.

In order for the investor to obtain the electricity service he shall make the following:

1. The investor fills in the subscription form for the electric current service available at the Investor Services Office at the developer in the industrial estate.
2. The developer directs a letter to the electricity company specialized in the required electrical load attached to the subscription form of the electric current service.
3. The competent electricity company conducts the necessary study and determines the fees required to deliver the electrical current and informs the corporation accordingly.
4. The company / industrial estate administration informs the investor of the fees charged for delivering electrical loads to the project.
5. Implementing the delivery of electrical loads to the investor's project
6. The transaction between the investor and the electricity company will take place according to the subscriber's services system and the financial obligations that result from it towards the electricity company.



Third: Solid waste

How to get rid of solid waste is one of the obstacles and difficulties that may face industrial estates. Therefore, industrial waste in industrial estates must be managed in an effective manner, as the burden of solid waste disposal should be eased on investors. Disposal of solid waste in landfills should be reduced in order to benefit from them later by converting these wastes into materials to be used, especially in the field of renewable energy. Below we will clarify the legal framework governing solid waste management in Palestine:

Solid waste is defined in accordance with the council of ministers Resolution No. 3 of 2019 as any solid waste other than hazardous waste that results from various domestic, commercial, agricultural, industrial and urban activities, and the sediments from wastewater treatment plants, which are required to dispose of them.

The mentioned law also defines waste management as the sum of organized activities aimed at collecting and removing various wastes from their place of generation, from containers, or from their own gathering

places, and transporting them to specific places for deportation, recycling, treatment, or disposal according to the provisions of this law.

As for the authority concerned with waste collection and management, Article 15 / P8 of the Local Authorities Law No. 1 of 1997 stipulated that it is within the jurisdiction of the local authority to collect, transport, destroy and organize waste from streets, homes and public stores. This article also allowed the local authority to entrust this competence to contractors or obligors, or to grant concessions to persons or companies for a maximum period of three years. The Council may also give concessions in full or in part to persons or companies for a period of more than three years, provided that the Minister approves.

The law issued by the Council of Ministers has determined that the service provider is the local bodies and joint services councils, or any other body within its competence responsible for the management of solid waste, or whoever is authorized to do so.

Article 28 of the Law stipulates that:

1. Local bodies and joint councils may authorize or participate with another licensed party to carry out any waste management activities.
2. In order for the authorized person to work in any of the waste management activities is required to obtain a waste management license from the ministry and the competent authorities. Moreover, he must have the technical and material capabilities and capabilities that qualify him to work in this field, in accordance with the

provisions of this law. This law has set obligations on the commercial and industrial waste producer in order to collect and transport these wastes in a safe and secure manner to the places designated for this purpose in accordance with the provisions of the law.

Referring to the Industrial estates and Free Zones Law No. 10 of 1998, we find that it did not stipulate that one of the developer's tasks is to manage solid waste within industrial zones. The signed concession contract with the developer stipulated that among the basic services is solid waste management and that the developer may not cancel any of the basic services related to any investment project without justification or reason.

For example, in Jericho Agro-Industrial Park, the task of waste management is entrusted to the developer, according to a Memorandum of Understanding between the Authority, the developer, and the Joint Services Council of Jericho Governorate and the Jordan Valley. One of the obligations of the developer in accordance with Article IV of the agreement was to submit a plan for solid waste management in the Jericho Agro-Industrial Park within a period not exceeding one month from the date of signing this memorandum, to the authority and the joint services council for approval.

Regarding the fees that the service provider charges for doing this service, there is no unified rate for all service providers in Palestine, as the Minister of Local Government issued several regulations for local authorities that



specify the fees that the local authority charges for the solid waste collection service.

Comparative experiences and best practices

In the United Arab Emirates

All investors are obligated to treat the solid waste from their companies according to the directions of the Waste Management Center - Abu Dhabi (CWMAD). After obtaining the existing industrial license, companies must contract with an environmental service provider accredited by the center for the safe transportation and disposal of waste at authorized sites.

Currently, there are no charges for the disposal of liquid waste into the sewage network (as long as it is pre-treated according to the required procedures).

However, for solid and dangerous waste, the fees are calculated based on the percentage of annual waste production, the activity performed and the area of the company.

In the Hashemite Kingdom of Jordan

The developer undertakes the implementation of the works related to the management and maintenance of services and internal infrastructure in the industrial estate.



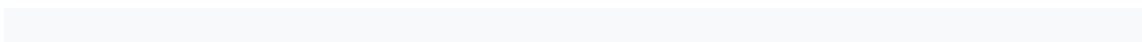
The maintenance of services means all the works necessary in general for the use of investors in the industrial estate, and it includes in particular:

- ✓ Operating the necessary purification stations and wells.
- ✓ Infrastructure maintenance
- ✓ Street lighting, yards and parks
- ✓ Cleaning, waste collection, transportation and disposal.
- ✓ Preventing and eliminating malice.
- ✓ Gardening and preserving trees and green spaces.
- ✓ Removal of rubble.
- ✓ Combating rodents, insects and stray animals.
- ✓ Insurance for the development zone.

The developer contracts with a private company to perform services inside the industrial estate, and the developer receives charges from these services from investors. According to a mechanism agreed upon between the developer and the investment authority, provided that the cost of services does not exceed 10% of the contractual cost between the developer and the private services company.

Recommendations and proposed solutions:

Accordingly, and based on the above, we suggest the following:





1 .To entrust the management of waste in the industrial estates to the developer according to an authorization from the local authority in accordance with the regulations issued by the Council of Ministers, and to abide by the stipulated conditions.

2 .the developer is required to submit a plan for solid waste management that takes into account the arrangement of waste management options according to what is best for the environment. In addition, to give top priority to preventing waste generation in the first place. However, when generating waste, priority is given to the process of re-use, then recycling, then recovery, and finally disposal such as (landfills).

3. A preferential price is set for the waste service in the industrial estates.

4. Adding an express text in the concession contract obligating the developer to manage solid waste in the industrial estates according to the conditions stipulated.

Section 5

Protection and security

Achieving security and protection for investors in industrial estate is one of the most important advantages in creating an efficient and complementary investment environment for their investment needs. This is because investment within industrial estates achieves the desired goals in an investment environment governed by security and protection.

Security services are numerous and include for example protection against crimes against private and public property. This type of crimes is the

jurisdiction of the police force. The security services also includes protection from some private crimes and protection from crimes that fall on the internal and external security of the state, in addition to all of this, civil defence services in maintaining public safety are part of security services in industrial estates and free zones.

The security services in the Palestinian situation are characterized by a specific privacy that stems from the reality of the Israeli occupation and the lack of control of the Palestinian security over the entire Palestinian lands, especially the areas classified according to the Oslo agreement in Area C in addition to not controlling the border crossings. All of these issues create a challenge for investment in industrial estates, especially for foreign investors who may consider investment in Palestine in general as one of the places where the risk rate is high. Thus, to attract them, a high degree of stability and security services must be secured, convincing them of the existence of security and feasibility of their investment in Palestine.

It must be emphasized here that best practices confirm that security protections must not be apparent within cities. It is preferable, in order to enhance and reassure investors security and the independence of administration in industrial estates and free zones, that security services within the industrial estates be performed by private protection companies that coordinate with the state security services when needed. However, the official security services must provide security protection visible outside the industrial estates.

Therefore, the Palestinian industrial estates and free zones authority stipulated in the concession agreements signed with the developers that one of the developer's tasks is to maintain the safety and security of the industrial estate. For example, Article 4/6 of the Jericho Concession

Agreement stipulated that the developer maintain the safety and security of the industrial estate through security, safety and protection systems, either directly or through the hire of a specialized and licensed company. This shall be done according to the terms agreed with the authority, provided that the safety measures include the minimum reference conditions mentioned in Appendix No. (5) of the concession contract, and the developer alone bears the consequences of violating this clause.

According to appendix No.5 of Jericho concession agreement the reference terms for security measures are setting as follows:

1. The developer must provide safety and security for the industrial estate, either directly through him personally or through a national company specialized and licensed in the field of security and protection with the aim of protecting Jericho Agro-Industrial Park within the following terms of reference:
2. The Authority approves the Security and Protection Company and its security plan (to be submitted within two months of the date of signing the concession contract).
3. It maintains the safety of individuals and goods within the borders of Jericho Agro-Industrial Park. The issues of safety and security within the leased zones will be among the tasks of the lessee. The developer shall set this condition in the lease contract and in the general instructions with the security conditions and the relevant safety conditions required by each lessee within the leased zones.



4. The presence of high-efficiency rapid communication devices with the Palestinian police and civil defence in addition to the relevant civil equipment.
5. The safety and security of each factory is provided with organized patrols on the internal streets in a Separated manner.
6. Security activities are limited to public places and the weapons must not be carried in a visible manner.

In comparative experiences

In the Hashemite Kingdom of Jordan

The developed company is developing an integrated security plan with specialized security and protection companies for this purpose. In addition to coordination with the security services to preserve security and safeguard the property of investors and their investments.

Recommendation:

We suggest, based on the above and to ensure greater security and protection in the industrial estates in a more effective manner:

First: Developers' commitments shall include providing protection and security within the industrial estates boundaries. He also shall commit to develop an integrated security plan in coordination with

security and protection companies approved by the Palestinian Industrial Estates & Industrial Free Zones Authority.

Second: that a memorandum of understanding be signed between the authority, the police and the relevant security services. As well as with the civil defence regarding coordination and setting practical measures to maintain the security of industrial estates, for example through regular patrols around industrial estates. In addition to cooperation between the developer, the police security and protection company²⁵.

- In an interview conducted by the researcher with Mr. Ahmed Zabalh, legal advisor and acting director general of legal affairs in the Ministry of Interior on 11/28/2019, Mr. Zabalh mentioned the following:
- The issue of security is governed by political considerations that cannot be crossed. For example, areas classified as C in accordance with the Oslo agreement cannot provide security services.
- The Ministry does not mind providing all the facilities that contribute to encouraging investment in industrial estates and free zones in accordance with the law.
- The issue of maintaining security within industrial estates and free zones can be performed by private security companies, and this issue is available today in Palestine. It is stressed that sovereign issues such as the issue of controlling criminal security, preventing crimes and enforcing criminal laws within those zones must remain in the hands of the official law enforcement agencies in accordance with Palestinian law.
- The issue of security and any exceptions or procedures regarding it are supreme sovereign issues, and only senior leadership levels can make decisions about them

Section 6

Partnership with the private sector

The partnership between the government and the private sector in developing industrial estates and free zones aims to serve the state and its national agenda aimed at achieving a sustainable economy based on knowledge, competitiveness, expertise, and diversity. Thus achieving economic and social development, and better results and outputs than each party can achieve on its own. This is done by expanding the available financial resources as a result of the cooperation of the parties. Partnerships also help in the development of industrial estates and free zones to attract and promote national, regional, and foreign investments, encourage the private sector to participate and innovate, promote economic growth in the country, provide new job opportunities, and share risks with the private sector.

Examining the current law, we find that it was allowed that the developer in Article (22) be a public, private or mixed company or organization registered in Palestine .In addition, the fifth paragraph of Article 5 granted the authority the power to develop industrial estates and free zones directly or by developers. However, the law did not explicitly clarify the possibility of entering the authority or the state as a partner with the developer in developing industrial estates and free zones. In view of the government's tendencies to be a partner to the developer in some of the existing industrial estates in order to expand the financial resources available for the development of these cities and support those companies. This is in order to enable them to fulfil their obligations. This necessarily requires the presence of explicit material in the law regulating this subject.

In our review of the Palestinian situation and the extent to which Palestinian legislation is directed towards the implementation of the

principle of participation, it becomes clear to us that the Palestinian legislator has adhered to this concept. Thus, it placed framed and representative laws for the private sector, and stipulated in many legislations that this sector be represented in official institutions and bodies formed under that legislation. It also subjected the private sector to controlling and follow-up upon assuming responsibility for managing a public matter.

The Palestinian legislator has committed, according to the Palestinian Basic Law amended of 2003, to the principle of partnership in the economic public matter, as Article (21) of this law stipulated that

1. The economic system in Palestine is based on the principles of a free economy. The executive authority may establish public companies to be regulated by law.
2. Freedom of economic activity is guaranteed, and the law shall regulate the rules for supervising it and its limits.
3. Private property is inviolable. Ownership is not expropriated, and real estate or movables shall not be seized except for public benefit in accordance with the law in exchange for fair compensation or under a judicial ruling.
4. No confiscation except by court order.

The importance of this article is that it represents the general legal framework and general legislative policy in the economic field on which the concept of partnership is based. Under this article, the Palestinian legislation can be challenged as unconstitutional, contrary to the philosophy of the free market economy.



In addition, the Companies Law No. 12 of 1964 established provisions for franchise companies on several topics, the most important of which are: The shares of the company whose purpose is to invest in a concessionary project or industrial projects whose capital exceeds 50 thousand dinars should be offered for public subscription. Article 118 of the same law also prohibited a single person, even if he was a representative of a legal person, to be a member of the board of directors of more than two companies with concessions or with which the government contributes. Article 176 of this law stipulates that the compulsory reserve may not be distributed to shareholders, but that it may be used to secure the minimum profit specified in the concession agreements for concessionary companies for the years in which the company's profits do not allow to secure this limit.

In the Hashemite Kingdom of Jordan:

The Governmental Investment Management Company was established in Jordan in December 2015, under the name of: The Governmental Contributions Management Company, as an alternative to the Directorate of Governmental Contributions in the Ministry of Finance with the aim of institutionalizing the management of government ownership in many companies and its contribution to other companies as an institutional reform measure. The Council of Ministers, in June 2019, decided to approve the amendment of the name of the company from the



Governmental Contributions Management Company to the Governmental Investment Management Company, and to transform its capacity into a private joint stock company.

The incorporation of the company has resulted in the transfer of ownership of the government's contribution in many companies to the governmental contributions management company, and the government's representatives on the boards of directors of these companies are considered representatives of the company. Under the company are 8 companies wholly owned by the government, and 36 companies in which the government contributes in different proportions.

With regard to partnership in the development of industrial estates in Jordan, it is the Jordanian Industrial Estates Company that is today the legal successor of the Jordanian Industrial Estates Corporation, which was established in 1980. The Jordanian Industrial Estates Corporation was transformed into a private joint stock company under the Development Zones Law No. 2 of 2008, which was replaced by Investment Law No. (30) of 2014. The Industrial Estates Company consists of six representatives from the Governmental contributions Management Company, a representative of the Housing Bank for Trade and Finance, a representative



of the Interconnected Investment Company, and a representative of the Social Security Corporation.

As for the Kingdom of Saudi Arabia

Industrial estates and technical zones are developed by the private sector. In case this is not possible, and the strategy of developing industrial estates required the necessity of development, the authority undertakes the development, management, operation, and maintenance of these estates, and it can coordinate in this with the competent governmental authorities.

In the Republic of Egypt, the Public Authority for Industrial Development Law No. 95 of 2018 allowed in paragraphs 16 and 17 of Article Three thereof the authority to develop industrial zones on its own or by entering into partnerships with the private sector.

As for the Jordanian experience in the field of developing industrial estates and free zones.

The Jordanian Industrial Estates Company is considered today the legal successor to Jordanian Industrial Estates Corporation, which was established in 1980. The Jordanian Industrial Estates Corporation has been transformed into a private joint stock company under Development

Zones Law No. 2 of 2008, which was replaced by Investment Law No. (30) Of 2014. The Industrial Estates Company consists of six representatives for Government Contribution Management Company, a representative of the Housing Bank for Trade and Finance, a representative of Al-Motarabetah Investment Company, and a representative of Social Security Corporation.

This company undertakes to establish, develop and manage industrial estates including all Kingdom's governorates with their comprehensive concept. This concept combines between providing basic services and infrastructure services such as water, electricity, roads, and communications. In addition, it provides support services that is considered the main support for industrial production processes and diversify them, in order to include financial, banking, customs, as well as health and security services. This helped the company to succeed and achieve its objectives regarding construction, developing, horizontal and vertical expansion for its projects, which extended through its thirty years path to cover the kingdom's three regions; north, middle and south.

The Company is preparing the investment environment and reinforcing industrial investments attracting factors by providing integrated infrastructure and services necessary to attract investments and maximizing

the opportunities to benefit from regional and international agreements

signed by Jordan. □ Feasibility of establishing a governmental

development company, or converting Industrial Estates and Zones

Authority into a governmental or private sector company:

Establishing a governmental company to develop industrial estates in

Palestine or converting the Industrial estates and Zones Authority into a

governmental, or private sector company has some justifications:

First: It appeared during previous years and based on the Palestinian experience in developing industrial estates, there was a weakness in the ability of developers (the private sector) to develop industrial estates and establish internal infrastructure.

Second: Establishing a governmental company for development whose primary goal is to attract investors, encourage investment and provide services to investors at reasonable prices, it will positively be reflected on attracting investments, and strongly supporting development process of industrial estates and free zones. However, this Government company primary objective shall not be profit making, as the case in the private sector.



Third: Pursuant to the abovementioned, the governmental company's concerns to attract investments rather than achieving profits will ensure quality in implementing internal infrastructure, legal procedures safety, and lack of fraud in finishing. Especially since many of internal infrastructure facilities are being built with funding from donor countries. On the other hand, there are concerns regarding establishing a governmental company to develop industrial estates and free industrial zones, represented by the following:

First: There is a concern, regarding monopolizing the development of industrial estates by this governmental company and competing private sector.

Second: A concern that government companies will be a burden on state, and drain a huge financial resources instead of being a support for the state's treasury.

Third: If Industrial estates and industrial Zones Authority is transformed into a government company, then a need for a political body will be raised, in order to represents this sector's supervisor and regulator.

We are clarifying the following to overcome these concerns:



First: regarding partnership with private sector, it is possible to have a direct partnership between government and private sector, in which private sector is allowed to contribute with no more than 49% of government company's shares. This would break the monopoly, and serve the idea of getting benefit from private sector existence and role in the process of developing industrial estates and free industrial zones.

Partnership image can also be through confirming that governmental company executes some or part of its business , by using other small and medium companies from private sector, which will benefit the national economy and expedite work completion.

Second: Subjecting the Governmental Company to governance, accountability and supervision principles will increase its efficiency, sustainability and productivity. It also will adjust transparency and use of available resources wisely and clearly. In addition, giving them more space to move and work according to market mechanisms in terms government bureaucracy and reducing procedures, in order to ensure expedite work completion, as well as getting benefit from develop production's recent developments.



Third: appointment in the company shall be in accordance with a special system, and based on competence with appropriate wages, that do not constitute a waste of public money.

Fourth: If the Industrial estates and industrial Zones Authority is transformed into a government company, the powers of policy, supervisory and regulatory authority will be transferred to Investment Promotion Agency. In addition, this issue is consistent with the current government's orientation towards rationalization.

Recommendations and proposed solutions:

Accordingly, based on the above mentioned, we explicitly propose text in Industrial estates Law, stipulated that government has the right to establish a development company for industrial estates and free industrial zones. In addition, private sector is allowed to contribute with no more than 49% of company's shares. It also stipulated that this company shall be managed by using private sector's manner and it shall has a private staff, appointed based on competence and integrity.

On the other hand, transforming Industrial Estates and free Industrial Zones Authority into a governmental company, operating in a commercial



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manner. In addition, its provisions are regulated in accordance with the law. This in order to rationalize public institutions' number and expenses of transferring general authority's functions for Industrial Estates and Free Industrial Zones, which related to control and issuing licenses in industrial estates and free industrial zones to the Investment Promotion Agency , as applied in Hashemite Kingdom of Jordan.

Section 8

Violations committed inside the industrial estates and the penalties thereof



One of the tasks of the Palestinian Industrial estates and free zones Authority is to impose controlling within the industrial estates, whether on the performance of developers or factories within the industrial estates. Article 5 of the Industrial estates and free zones Law No. 10 of 1998 stipulated that one of the tasks of the authority is to monitor the performance and development of industrial estates and free zones, and to publish related reports. Exercising the controlling role of the Palestinian Industrial estates and free zones Authority requires that it be granted the necessary powers to enable it to achieve its role.

With reference to the law on industrial estates and free zones currently in effect, we note that some of the authority's employees were not granted the status of judicial control in accordance with Article 21 of the Criminal Procedures Law. It stipulates that judicial officers shall have employees who have vested powers of judicial control under the law. Whereas, according to Article 22 of the Code of Criminal Procedure, their competence is to:

1. Accept the complaints and reports received by them regarding the crimes and present them without delay to the Public Prosecution.
2. Conducting inspection and examination and obtaining the necessary clarifications to facilitate the investigation and the use of experts and witnesses without taking an oath.
3. Taking all necessary means to preserve crime evidence.

4. Proving all the procedures that they perform in official minutes after they are signed by them and from the Concerned with it.

Article 23 of the law of Criminal Procedure stipulates that : “Without prejudice to the provisions of articles 16, 17, 18 of this law, the judicial officers of the special jurisdiction refer the minutes and the seizures related, to the specialized in and follow up with before the competent court. Also, there are no special provisions in the law of industrial estates and free zones that clarify the violations and penalties resulting from them in the industrial estates. Rather, a general article came from Article 48 of the Law on Cities and Industrial Zones No. 10 of 1998 which states “Without prejudice to any more severe penalty stipulated in any other law, anyone who violates the provisions of this law or any system or decision issued pursuant thereto shall be punished with a fine of no less than one hundred Jordanian dinars and not more than one thousand Jordanian dinars or the equivalent in circulation in exchange for. Article 49 of the same law also stipulated that: "A public lawsuit arising from crimes committed in violation of the provisions of this law shall not be filed except at the request of the Minister of Industry, and the authority's board of directors may reconcile with the fines stipulated in the previous article at any stage of the case.

The Palestinian Industrial Estates and free zones authority faces difficulties with factories that violate the terms and instructions. This is particularly, in light of the law not granting its employees the status of judicial control and

the absence of specific penalties that the Palestinian Industrial Estates and free zones authority can impose on violating factories in industrial estates. The role of the authority is limited to informing the relevant authorities when the authority may be required to take immediate and direct action by it.

Comparative experiences and best practices: In Egyptian law

Article 31 of the Facilitation of Granting Industrial Establishments License No. 15 of 2017 confirmed that: "Personnel of the judicial police officers in the competent administrative authority, excluding others, shall have the right to prove violations that occur in violation of the provisions of this law and to take the procedures legally prescribed. These employees shall be determined by a decision of the Minister of Justice in agreement with the competent minister, and the competent administrative authority shall issue controls for their dealings with industrial establishments and procedures for examining the violation.

- Article 35 of facilitating the granting of licenses to industrial facilities law No. 15 of 2017 defines cases for cancelling the license as a punishment for the violating of the investor according to the following:
 1. If the licensee stops work at the industrial establishment and informs the competent administrative authority thereof.
 2. If the industrial establishment is suspended for a period of more than two years without acceptable justification.
 3. If the industrial facility is removed.
 4. If a fundamental amendment was made in the licensed activity without obtaining a license to do so in accordance with the provisions of this law.
 5. If the industrial establishment becomes inoperable or if it continues to be managed it poses an imminent threat to health, security, the environment, or safety, which cannot be prevented.



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6. If the industrial establishment becomes deemed to not meet the essential requirements and its continued operation would seriously harm health, safety, environment, or security.
7. If a final judgment is issued to permanently close the industrial establishment or to remove it.
8. If it is proven that the person concerned has failed without a reasonable reason to establish the industrial facility, start operating it, expand it, or change its industrial purpose in violation of the time limit stated in the license.
9. If the licensee does not renew the license granted to him within two months of its expiry date.

In all cases, the cancellation of the industrial establishment's license must be by a reasoned decision issued by the competent administrative authority. The decision may not be implemented except after fourteen days from the date of notifying the concerned person with the reason of cancellation. The notifying process shall be according to a letter recommended to him with the knowledge of arrival and his failure to remove the causes of the violation during that period, or to start taking the procedures determined by him for the competent administrative authority. The concerned party may appeal this decision within two weeks from the date of notifying him before the grievance committee stipulated in Article (37) of this law. In cases of cancelling the license of the industrial establishment mentioned in items (4) and (6) of this article, the cancellation decision is considered as if it had not been if the concerned person repaired the violating conditions within a period not exceeding six months from the date of this decision. The executive regulations specify the procedures for correcting the conditions In this case.

- The Egyptian law of 2018 identified many violations that can be inflicted on investors in some cases, the most prominent of which are:

Article 35 of the Law stipulates that the Authority has, based on the follow-up reports submitted to it provided for in Article (34) of this Law, after notifying the contractor in writing at its address indicated in the contract to remove the causes of the violation within thirty days from the date of the



warning, the right to annul the selling contract, lease contract, rent ending with ownership or permission to use. The authority also has the right to withdraw the property in any of the following cases:

1. Refrain from receiving the property for a period of ninety days from the date of receiving the notification.
2. If the contractor does not start the implementation of the project within ninety days from the date of receiving the property, free from optical and impediments without an acceptable excuse, and its continued failure after warning him in writing for a similar period.
3. Violates the terms of payment of the financial dues.
4. Changing the using purpose of the property for which it was allocated, mortgaging or arranging any material right without the prior written approval of the authority and before transferring ownership to it according to the provisions of this law.
5. The owner's failure to comply with the timetable submitted by him to implement the project without an acceptable excuse .
6. Violating the terms of the contract or using license a fundamental violation, at any stage of project implementation.

The executive regulations of this law indicate the essential violations referred to, and the procedures for recovering real estate in the event that the investor abstains or fails to complete the implementation of the project. In this case, it is permissible to manage the property with the same provisions of management stipulated in this chapter.



Problems related to conflict resolution in industrial estates and free zones:

Article 26 of the Palestinian Industrial estates Act 1998 states that:

"The industrial estates and free zones are subject to the supervision and controlling of the authority in order to verify the implementation of the concession contract and the performance of its services according to the terms agreed between the authority and the developer. As well as when any dispute arises in that, the parties resort to arbitration in accordance with the provisions of the law.

By reviewing the provisions of the law in full with its articles, we did not find anything, but this single text that indicates one of the friendly ways to solve the conflict. Although this gap has been addressed in the concession contracts, as is the case in the Jericho Agro-Industrial Park concession contract, this treatment does not make up for the importance of dealing with such provisions with legislation from the degree of law of the importance of arbitration and alternative solutions to dispute settlement in such important commercial contracts.

Therefore, we propose to add a text to the Industrial estates and free zone Law. This law shall stipulate that disputes between the Authority and the developer concerning implementing this law's provisions shall be settled in the manner agreed upon by both parties, or in accordance with the inforce arbitration law; provided that the cases related to industrial estates and free industrial zones shall be settled expeditiously as urgent cases. It also shall



be decided upon within a period not exceeding six months from the start of the arbitration.

Comparative experiences and best practices:

In Egyptian law

The Facilitation of Granting Industrial Licensing Law No. 15 of 2017 included a full chapter on friendly means of dispute settlement and the Arbitration and Mediation Centre is Chapter 4. Article 90 of this law states that: "Investment disputes related to the implementation of the provisions of this law may be settled in the manner agreed upon with the investor or in accordance with the provisions of the Arbitration Law in Civil and Commercial Articles promulgated by Law No. 27 of 1994. The parties may, at any time during the conflict, agree to seek means of settlement of various kinds in accordance with the established rules for the settlement of disputes, including resorting to non-institutional (free) or institutional arbitration.

Article 91 of the same law stipulates that: An independent centre for arbitration and mediation shall be established called (the Egyptian Center for Arbitration and Mediation), with a legal personality, and its headquarters shall be in Cairo. The Centre undertakes the settlement of investment disputes that may arise between investors, or between them and the state or between them and private or governmental authorities. If they agree at any stage to settle the dispute through arbitration or mediation



before this centre, and all of that, taking into account the provisions of the Egyptian laws regulating arbitration and settling disputes.

The center is managed by a board of directors, consisting of five members with expertise, specialization, competence, and good reputation, appointed by a decision of the Prime Minister.

The term of the Board of Directors shall be five years, which may be renewed once, and it is not permissible to dismiss one of the members of the Board of Directors throughout this period unless he has lost the medical competence to exercise his work duties, or has lost confidence and consideration, or has seriously violated his work duties in accordance with the statute of the Centre.

It shall be elected from among the members of the Board of Directors a Chairman of the Board, and the Centre shall have an Executive Director, whose appointment and financial treatment shall be determined by a decision of the Board of Directors.

The statute of this centre, the work system therein, the professional rules and procedures regulating it, and the services it provides and the lists of arbitrators and mediators and their fees, shall be issued by a decision of the centre's board of directors, and the statute of the centre shall be published in the Egyptian facts.

The financial resources of the centre consist of the services it provides in accordance with what is determined by its bylaw. In the first three years from the date of implementation of this law, sufficient financial resources shall be provided for the centre from the state's public treasury, and the centre may not, other than the foregoing, obtain any funds from the state or one of its services.

In the United Arab Emirates:

Federal Decree-Law No. 19 of 2018 regarding FDI specifies in Article 12 ways to settle disputes if the foreign investor is exposed to damages resulting from the practice of the state or one of its services. The law gives the foreign investor the choice between resorting to any alternative means of settling disputes, or resorting to the competent court in the country, which must urgently consider the dispute.

In the Hashemite Kingdom of Jordan:

The Jordanian legislator did not specialize a special single chapter in the law for violations committed in the developmental zones and the penalties resulting therefrom. Rather, Article 45 of the Investment Law No. 30 of 2014 provided a general text stipulating: “Without prejudice to any more severe punishment stipulated in any other legislation, anyone who violates any of the provisions of this law and the regulations issued pursuant thereto shall be penalized with a fine of no less than (500) five hundred dinars and not exceeding (10,000) ten thousand dinars, with the violator being obligated to compensate and remove the damage arising from the violation, the commission may remove the damage at the violator's expense if he fails to do so.

In addition, the development contracts stipulate penal terms for the developer in the event he fails to fulfil his obligations stipulated in the

contract as a fine in the event that he does not commit to developing the lands according to the timetable approved by the authority.

The development contracts also allowed the developer to impose penal conditions on the investor in the lease or sale contract in the event that the investor did not invest the leased land in accordance with what was agreed in the lease contract.

Regarding the settlement of disputes, the development contracts stipulated that a dispute between the developer and the authority will be settled in a consensual manner. In the event that a consensual settlement has not been reached within a month from the date of the dispute, the two parties may agree to refer the dispute to arbitration.

The kingdom of Saudi Arabia:

The executive regulations for the organization of the Saudi Commission for Industrial Estates and Technology Zones issued by the Council of Ministers Resolution No. (235) dated 27/8/1422 hijri, Article 30 stipulates: “The commission prepares a list / statement or record of potential violations as a result of non-compliance with any of the terms of the contract, agreement or license concluded between the developer, operator or investor and the authority, and the board of directors determines fines,

penalties and application procedures against each individual violation. This is stipulated in development or operating contracts or other service agreements with investors or licenses approved by the relevant authority.

"Therefore, in 2013, the Authority issued the list of penalties and violations.

Article (31) of the regulations specifies a mechanism for settling disputes.

It states: In the event of a dispute between the authority, the developer, the operator, the investor or the entity that is active and cannot be settled amicably, the council shall form a committee from the authority to mediate with the operator, developer or investor in resolving the dispute as follows:

- A. General Director.
- B. The legal advisor of the authority.
- C. Member of the Board of Directors of the Authority.
- D. The committee may seek the assistance of the relevant experts in return for a financial compensation, to assist the committee in its work if necessary.

The committee shall develop the rules and procedures necessary for its work, and its task shall be to study the violations, hear the statements of those who are attributed to those violations, achieve their defence, and

propose the appropriate procedures, and the decision of the violation shall be issued by the Council.

Article (32) provides the penalties for violations.

The penalties stipulated in contracts, agreements and licenses are applied.

The general director shall inform the violating authority of the commission's decision issued against the violation, with the type and amount of the violation determined, according to a letter in the registered mail. So that the date of signing the receipt of the registered letter or refraining from receiving it is considered the date of notifying the decision.

The violating party that rejected the violation decision has the right to file a complaint with the Dispute Resolution Committee of the Ministry of Trade.

Recommendations and proposed solutions:

Accordingly, and based on the above, we suggest the following:

- 1- The explicit provision of the industrial estates law for violations within the industrial estates and the penalties resulting from it.
- 2 -Providing in the law for some of the authority's employees to be granted the status of judicial seizure, and to grant them the consequent right to expose and document violations.
- 3- Including more detailed texts in the Industrial estates Law on arbitration and alternative solutions to dispute settlement.



Section 8

The role of the developer and the Authority in the concession contract is unclear

Jericho Agro-Industrial park Concession contract Model

By reviewing the Jericho Agro-Industrial park Concession contract as a model, a number of issues can be observed in this aspect, the most notable of which are:

1. Article 3 of the agreement stipulates that the developer must submit a bank guarantee of good performance from a bank to be determined by the developer and approved by the authority. The general principles governing the guarantee allow the Authority to collect the value of the guarantee even if there is no provision for that. However, it would have been better if the authority was explicitly stipulated to collect the value of the bank guarantee or a part thereof in case the developer fails to fulfil one of his obligations stipulated in this contract. P3 / m3 of the agreement stipulated that the bank guarantee will be recovered by the developer when the first stage development is successfully completed. The bank guarantee period is valid for one year, renewable for another year, or upon successful completion of the first stage under the contract, whichever is first.

It would have been better if it was explicitly stated that the bank guarantee be returned to the developer when the Authority issues a decision explaining the successful completion of the first stage development. In

order for the authority to be granted the power to determine the date of the bail return and that the developer submit to each stage of the project a guarantee of good implementation.

2. P3 / m4 of the agreement stipulated that the developer is obligated to prepare general internal instructions (internal instructions) that govern his relationship with investment projects that regulate daily work in the industrial estates. These instructions are consistent with the law, the concession contract, and with the terms of reference mentioned in Appendix 4 of this concession contract. Any action, case or individual instructions that do not achieve the scope of the general instructions is considered null and void, and the developer in this case alone bears responsibility for the results and any damage resulting from any violation. The developer has the right to amend or develop these internal instructions, subject to obtaining the prior written approval of the authority.

It is noticed that this article did not explicitly provide for the approval of the authority on these instructions, which are supposed to be reviewed by the authority and to ensure its compliance with the law and the concession contract before the developer applies it. In particular, this article stipulated that the developer must obtain the prior written consent of the commission when modifying these instructions, as a matter of first taking the written consent of the commission when preparing these instructions by the developer.

- 3 .M4 / P4 stipulated that the developer has no right to cancel basic services related to any investment project without justification or an unusual reason as long as this investment project adheres to all conditions agreed with the developer.



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The Authority will require the developer in case he cancelled basic services related to any investment project without justification or an unusual reason, to pay (1) compensation due for any damages to any investment project, as well as (2) a fine decided by the Board of Directors.

As it was better to provide for the prior approval of the authority before the developer cancels any of the basic services related to any investment project within the industrial estates, especially since Article 12 of the concession agreement granted the authority the powers to consider and study complaints against the developer in a neutral and effective manner.

4 .Paragraph 5 / Article 4 of the agreement stipulated that: “The developer shall provide the necessary buildings and facilities (without furnishing) to the relevant employees of the authority and the relevant government bodies according to Annex No. 7. It was better to state explicitly that the developer must abide by providing the necessary buildings and facilities, free of charge, to the relevant staff of the authority and the relevant government agencies.

5. (M4 / P6) stipulated that among the obligations of the developer "the developer maintains the safety and security of the industrial estates through security, safety and protection systems, either directly or through the leasing a specialized and licensed company according to the terms agreed with the authority. However, the safety measures must include the minimum reference conditions mentioned in Appendix No. (5) of the concession contract, and the developer alone bears the results of violating this clause. It was better to state explicitly that in the event the developer

fails to fulfil his commitment stipulated in this paragraph within a year from the date of commencement of the establishment of the industrial estates, the authority may hire a specialized and licensed company to carry out safety and security within the industrial estate and at the expense of the developer.

6 .M4 / P7 stipulated that the authority shall obtain the necessary permits and licenses for the benefit of the developer only in relation to the basic plan submitted and approved. This is subject to the developer adhering to and complying with all the necessary requirements. Article 16 also outlines the authority's obligations, which include providing unified investment window services It stipulated that the authority or any of its offices be inside the industrial civil, where the investor can apply and obtain all available licenses, certificates and official registrations necessary to implement his projects according to Article (1) of the law. It has been agreed that the developer will play the role of an intermediary who attends and collects working papers and documents between the agency and the investor in relation to OSS activities.

It is noticed on this article that it entails an obligation for the authority to obtain all necessary permits and licenses for the developer. The authority may not be able to fulfil this task as it comes under the jurisdiction of other parties. Whereas, the Industrial Estates and free Zones law No. 10 of 1998 did not give the authority the power to issue any licenses except for the authority to issue a free industrial zone certificate.

7. The law and the concession agreement did not include granting the authority's officially charged employees the right to view the books, documents and all papers related to the developer's activity inside the

industrial estates and submitting the necessary reports to the board of directors.

8. Article 14 stipulates that the developer is entitled at all times to carry out pre-advertising and advertising activities with the industrial zones authority within the plans stipulated in Appendix No. 2 and based on the amended Printing and Publishing Law in Palestine. Thus, He assumes all legal liability alone, which may arise from this publicity and advertising.

It is noted on this article that it granted the developer the power to develop the advertising and promotion of the industrial zone and was not obligatory. this defect is due to the law since Article 28 stipulates that (the developer may delegate and coordinate with the Board of Directors to promote publicity for the industrial city ...).

9. Article 17 / P7 regulated cases of cancellation of the contract and specified it in the event that the developer failed to fulfil his objective financial obligations under this contract. If the developer violates the law and instructions issued according to the law, and exhausts all the legal procedures mentioned in the law and the contract. It is noted on this article that there is an error in the wording "in the event that the developer fails to achieve its objective financial obligations under this contract." The article mentioned the developer's objective financial obligations, but what is meant by objective financial obligations. It was more correct if the article states the developer's financial or objective obligations "to include financial and technical (substantive) obligations". If what is meant is in the event that the developer fails to fulfil his financial obligations only, then what is the case if he fails to fulfil his other obligations stipulated in the contract. Thus, it was better to stipulate in the concession contract a penalty for violating every clause of the contract (developer obligations)



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10. The provisions of the agreement did not explicitly indicate who is obligated to provide the water sources and the quantities of water and electricity needed to operate the industrial estates.
11. The concession contract does not include an article that expressly obligates the developer to establish, maintain and operate a fire-fighting system and a system for managing hazardous and non-hazardous solid waste in the industrial estate according to environmental standards stipulated in the applicable legislation, approved by the competent authorities and the authority.

**A Study for the Legal Framework to
Promote Investment in Industrial
Parks
"Challenges and Obstacles Facing
Investment in Industrial Cities in
Palestine"**

December 2020

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Attachment 1: Standard form of Concession Agreement

Attachment 2: Draft PIEFZA Law

1. Outline of the study

1.1 Background

Japan has been supporting the development of Jericho Agro-Industrial Park (hereinafter referred as “JAIP”) as the flagship project under the initiative of “Peace and Prosperity Corridor”, which was proposed in 2006. Japan International Cooperation Agency (hereinafter referred as “JICA”) provided various technical cooperation to make Jericho Agro-Industrial Park’s (JAIP) feasibility study and relevant infrastructure structures proposals as well as to enhance the capacity of Palestinian Industrial Estates and Free Zones Authority (hereinafter referred as “PIEFZA”), which is responsible to regulate development and operation of the industrial zones as the mandated government agency by law number 10/1998 (hereinafter referred as the “PIEFZA Law”).

Phase I of JAIP started development in 2012 with selection of the private developer named JAIP Co. At present, 15 factories have started operation in JAIP, and promotion of further investment in JAIP is expected. However, the current PIEFZA Law and industry-related laws do not provide sufficient incentives to attract domestic and foreign investment. In addition, PIEFZA cannot regulate JAIP Co to conduct appropriate operation and maintenance because of some ambiguity in the concession agreement between PIEFZA and JAIP Co.

In order to clarify the incentive packages to the tenants and to bring about the effective operation of industrial parks through establishing a transparent public and private partnership, PIEFZA requested JICA to conduct a study on the relevant legal framework.

1.2 Purpose of the study

This study has the following objectives:

- To review the legal framework to promote investment in the industrial zones through comparisons with other countries that have similar Arabic cultural and legal backgrounds.
- To make recommendations on policy issues which need to be introduced, modified, or upgraded regarding the existing legal framework in Palestine.

1.3 Terms of Reference

The following policy and legal provisions in Egypt, Jordan, the United Arab Emirates (UAE), and others are to be collected and analyzed. Particularly interrelations between laws, by-laws, and regulations are to be collected and examined closely. The methods of cross-referencing between the related laws are also to be collected and examined.

- (1) **Land ownership:** allowances regarding foreigners’ ownership, lease-to-own systems, leasing right transfer, and bank collateral using leasing rights.
- (2) **Incentives:** corporate income tax and custom exemption and/or rate reduction, duration applied and preferential packages for tenants of industrial estates. Other incentives for foreign investors include easier visa or country entrance, easier country entrance for foreign investors as well as technical experts, duration applied, and smooth coordination with Israel regarding export/import of products.
- (3) **One-Stop Shop Service (OSS):** role of relevant government department/agency, role of the private sector, and method for simplification and consolidation via PIEFZA.
- (4) **Concession agreement/ contract:** standard form, contents of concession agreement, roles of the public and private sectors, penalties for breach of duties, financial guarantees, etc.

2. Results and recommendations

2.1 Land ownership

2.1.1 Challenges

The following are challenges to preventing ownership in the industrial parks (IPs) and Free Zones (FZs) in Palestine:

- The investors in IPs and FZs are not allowed to acquire ownership. This creates a lack of confidence and reassurance for the investor in the future of their investment and prevents investors from making any updates on the property that contribute to further investment.
- Foreign investors are not allowed to own and register companies in Palestine except after subjecting to legal restrictions and controls that alienate the foreign investors from such investing.
- Investors are not allowed to own property. This weakens the guarantees that facilitate the investors' access to financing facilities of banks and other financial institutions.
- Investors are not allowed to re-lease, finance, or long-term lease their property.

2.1.2 Comparison Analysis

Based on the desktop survey, land ownership related incentives in Palestine and surrounding countries are summarized as follows:

Table 2-1: Comparison analysis regarding land ownership

	Local lease and ownership	Foreign lease and ownership	Re-lease	Mortgage
Palestine	Only lease is allowed	-Only lease is allowed after cabinet approval	Not allowed	Not allowed
Egypt	Followings are allowed: -Lease -Lease to own -Direct purchase	Allowed	Allowed	Allowed
Jordan	Allowed	Ownership for investment in Industrial Parks is allowed up to 50 Dunum is allowed	Not allowed	Not Allowed
UAE	Allowed	Ownership in specific sectors under specific conditions	Not allowed	No clear

2.1.3 Keys articles in legal framework in other countries

[Egypt]

- It is permissible to manage the lands allocated for industrial areas, whether by selling, leasing, or lease-to-own or licensing their use (Article 23 of the Industrial Development Authority Law No. 95 of 2018).
- It is allowed to grant real estate to investors for free or for a very low price for the purposes of industrial development and in the areas specified by a decision of the president after the approval of the Council of Ministers, that meets the technical and financial conditions determined by a decision of the Council of Ministers. This applies to any of the forms of management. The authority, in all such cases of management of free or low-price real estate, must ask the concerned person to pay a cash guarantee or its equivalent to the management authority with no more than five percent of the value of the investment cost of the project.

This shall be in accordance with the criteria and controls set by the executive regulations of this law. This guarantee shall be recovered after three years from the actual production, provided that the investor adheres to the conditions of management (Article 23 and 26 of aforementioned law).

- The authority may invite the establishment of industrial projects in specific areas and fields for purposes related to development. The lands and real estate necessary for the establishment of these projects shall be provided at a predetermined cost with a reduction rate that does not exceed half of the estimated value of those lands or properties (Article 23 and 30 of aforementioned law).

[Jordan]

Jordanian legislation allows foreign investors in development areas to own property in those areas. The law allows to establish conditions and restrictions on the lease and sale of movable properties to non-Jordanians, has excluded from the application of its provision, Foreign Ownership in Development Areas, where it stipulated that: “The following are excluded from the application of the provisions of this law: In-kind persons whose establishment aims to carry out economic activities in the industrial estates for land whose area does not exceed 50 dunums, as it suffices to complete the registration procedures in the competent registration directorate” (The Leasing and Selling Immovable Assets to Non-Jordanians and Juristic Persons Law No. 47 of 2006).

[UAE]

- Foreign investors are allowed to fully own their projects in specific sectors according to conditions defined by the law (Article 7 of Federal Decree No. 19 of 2018).
- The decree stipulates the guarantees of a foreign direct investment project as follows (Article 9):
 - The foreign direct investment project may not be expropriated in whole or in part except for the public benefit in exchange for fair compensation estimated at the date of expropriation.
 - It is not permissible to cancel, suspend, or restrict the right to use real estate designated for the foreign direct investment project except in the case of violation of the terms of the license. The decision of cancellation, suspension or restriction is issued by the competent authority in coordination with the licensing authority. This decision may be appealed before the competent court within 30 days from the date of notification of the decision.
 - It is not permissible to seize, confiscate, freeze, or impose custody of the foreign direct investment project’s funds except by a judicial judgement in accordance with the provisions of the legislation in force in the country.

[Thailand]

The new law provides for the granting of new rights to the tenant in commercial and industrial properties in Thailand to overcome the specific limitations of the traditional lease contract under the Thai Civil and Commercial Code (“CCC”) when leasing immovable property for commercial and industrial purposes. The new law covering the leasing of real estate for commercial and industrial purposes allows the rights to use the lessor to secure the mortgage, and allows the tenant to transfer the lease contract without the consent of the owner (The Industrial and Commercial Lease Law in 2019).

2.1.4 Recommendation

Based on the above practices, JICA recommends the following:

- Following the example of the system of Egypt and UAE, it is recommended to amend the PIEFZA Law to include the following:
 - Allow investors (local and foreign) to own property in IPs and FZs.

- Restrict to completely or partially expropriate a direct investment project except in accordance with Article 21 of the amended Palestinian Basic Law.
- Restrict to cancel or suspend other right to use the property allocated for the foreign direct investment project except in the case of violation of the terms of the license, and allow the investor to appeal in court any decision that affects the investment.
- Add an article to the Companies Law or the PIEFZA Law that gives an exception allowing foreigners who want to invest in IPs and FZs to establish their companies in Palestine following exactly the same procedures as local companies.
- Amend the Landlords and Tenants Law to allow the investors in IPs and FZs to sub-lease.
- Take interim practical procedures until legislative amendments are issued, including the following:
 - Amend concession agreements and model leases to allow the investor to sub-lease.
 - Extend the lease periods in the model lease contracts so that it becomes possible to lease for a period of 25 years or more, such as in Thailand.
 - Coordinate with the Monetary Authority to ease restrictions and to allow banks to provide credit facilities to investors in IPs and FZs.

2.2 Tax Incentive

2.2.1 Challenges

The following challenges exist regarding incentives in IPs and FZs in Palestine:

- The PIEFZA Law stipulates that tax and customs exemptions are limited to industrial free zones. This law did not grant any exemptions to the projects, the developer, or the operator in the industrial estates.
- Foreign investors are not allowed to freely transfer abroad the investment returns from industrial parks.

2.2.2 Comparison Analysis

Based on the desktop survey, tax incentives in Palestine and surrounding countries are summarized as follows:

Table 2-2: Comparison analysis regarding tax incentive

	Corporate income tax (CIT)	Personal income tax (PIT)	Sales Tax	Customs	Building and land tax	Value Add Tax (VAT)	Construction fees	Subsidy for services
Palestine	Exempted for FZs up to five years for 5% to the profit, not exceeding four years (earlier), then 10%	Not exempted	Exempted for FZs	-Exempted for FZs -Fixed assets are exempted for all	Not exempted	Not exempted	Not exempted	No special prices
Egypt	Exempted 5 to 20 years	Exempted	Exempting profits achieved from selling reinvested capital assets	Discounted for import fees on equipment needed for the facility's operation 2% of the value	Exempted	-Manufacturing industry: 1% for exported goods -Service industry: 1% of its profits -10% are paid on the value of any non-local goods sold in Egypt	Exempted	Preferential rates for renting land, electricity and water
Jordan	Exempted 2-12 years and then 5%	- Discounted up to 10 years for Jordanian employees in FZs - Exempted for non-Jordanian employees for 12 years	7%	Exempted	Exempted	Exempted	Exempted	There is preferential treatment in electricity and water services
UAE	Exempted	Exempted	Exempted	-Exempted for equipment / raw material. -Exempted from customs tariffs for entering 22 countries	Not clear	Exempted for some works and services, but not for all works in the FZs	Exempted	Public utility services at competitive prices

2.2.3 Keys articles in legal framework in other countries

[Egypt]

- Every investor has the right to establish, expand, and finance an investment project from abroad without restrictions and in foreign currency. The investor also has the right to own, manage, use, dispose of, and collect the profits of such investment as well as transfer them abroad. The investor also has the right to liquidate the project and transfer abroad the outcome of this liquidation in whole or in part, without prejudice to the rights of others (Article 6 of the Egyptian Investment Law of 2017).
- The state shall allow all foreign exchange transactions related to foreign investment to be made freely, immediately within, and beyond its territory, in a freely convertible currency. The state shall also allow the conversion of the local currency into a freely usable currency immediately.
- Chapter 3 of the law regarding the establishment of the Industrial Zones Support Fund specifies the following tasks:
 - Implement the Ministry's policy of industrial development in industrial zones and, in particular, the following:
 - Support the establishment, attachment, and development of industrial zones in the Arab Republic of Egypt
 - Support the prices of land, related productive, and service industrial activities in the industrial zones in accordance with the rules established by the Authority's Board of Directors.
 - Support industry encouragement policies to achieve the Ministry's plans of industrial development and measures that increase the ability of industrial zones to attract investment and encourage competition at home and abroad.

[Jordan]

Tax incentives are summarized as follows (Articles 11, 12, 13 and 14 of the Jordanian Investment Promotion Law No. 30 of 2014):

- The income tax shall be at a rate of five percent of the taxable income of the registered corporation achieved from its economic activity in the development zone.
- Forklifts as well as cars intended to transport ten or more people including the driver that are sold to the registered establishment for the purpose of transporting workers to and from the business facilities of this establishment in development zones are exempt from sales tax.
- Materials, equipment, machines, supplies, and building materials of the registered institutions that carry out economic activity in the developmental zone, involved in building, constructing, equipping and furnishing all types of projects established by these institutions in the development zone, including spare parts necessary for continuous maintenance and goods imported into the development zone for the exercise of economic activity or exported from them outside the kingdom, are exempted from customs duties. This exemption excludes export fees, service fees, and wages due in accordance with the legislation in force.
- Goods produced or manufactured in development zones that meet the conditions of Jordanian origin are not subject to customs duties, fees, and other taxes when they are placed in consumption in the local market.
- The sales tax is collected at a rate of seven percent of the value of selling the services that are determined according to the legislation in force when they are sold for consumption in the development zone.
- The general tax stipulated in the General Tax Law on goods and services that the registered corporation purchases or imports for the purposes of conducting its economic activity in the developmental zones is reduced to zero percent, and there is no commitment of the registered establishment to provide any guarantee before the Income and Sales Tax Department in this regard.

- Registered goods and services providers are entitled to claim institutions registered in the development zone a refund of the public tax paid by them previously paid for sold goods.
- The registered establishment benefits from any tax exemptions in effect in the kingdom related to exports of goods and services outside the kingdom.
- The registered institution that engages in economic activity in FZs has the right to allow it to transfer foreign currencies and the profits generated from it from FZs in accordance with the provisions of the legislation in force (Paragraph E of Article 14 of the Investment Promotion Law No. 30 in 2014).
- Non-Jordanian investors have the right to extract all or some of the foreign capital in a convertible currency in accordance with the legislation in force. They also have the right to transfer the returns and profits of their investment out of the Kingdom (The first and second items of Paragraph B from Article 41 in the Jordanian Investment Law).

[UAE]

- Subject to the legislation in force in the country, the investment company may make financial transfers outside the country for foreign direct returns on investments investment. (Federal Decree-Law No. 19 of 2018 regarding foreign direct investment stipulated in Article 8)
- Exemption is provided for import duties for equipment and raw materials.
- Exemption is provided for customs tariffs for entering 22 countries across the world through its network of free trade agreements.
- Exemption is provided for income tax.
- The ability to fully recover capital and profits is provided.
- Assignment of the security deposit of approximately AED 3,000 for each worker visa is provided.
- Public utility services at competitive prices are provided.

2.2.4 Recommendation

Based on the above practices, the following can be recommended in Palestine:

- Add articles to the PIEFZA Law providing for granting project owners and developers in industrial cities tax exemptions (income tax, buildings and land tax, customs exemptions, building permit fees).
- Provide the right for foreign investors in IPs and FZs to take out all or some of the foreign capital in a convertible currency in accordance with the legislation in force and to transfer the returns and profits that come to it from its investment outside Palestine.
- Unify the sectors' tariffs in order to facilitate the import and export process, to prevent the investor from being surprised by the transportation costs and known fees.

2.3 One Stop Service

2.3.1 Challenges

The following are challenges for one stop service (OSS) in IPs and FZs in Palestine:

- Regarding the complications related to the issuance of licenses, permits, and official registrations that the investors need for their project in IPs and FZs, Article 3 of the PIEFZA Law does not give PIEFZA the power to issue all licenses directly in IPs and FZs. The interpretation of the text here does not deviate from the fact that the authority is a facilitator for investors to obtain the licenses and permits required for industrial projects in IPs and FZs that are issued by other competent authorities. PIEFZA, according to the text of the aforementioned article, replaces only the investor in obtaining licenses from the competent authorities. However, fulfilling this role through its current position does not achieve the purpose of the existing one stop service. It is most important benefits are saving time and effort, reducing bureaucracy, and dealing with investors in an effective, fast, and transparent

manner. In addition, the text of the aforementioned article did not mention the mechanism by which the concept of the one stop service is implemented, so the text of the aforementioned article remained empty of content.

- Palestinian investors face difficulties in issuing Palestinian certificates of origin for their products for export.
- Investors in industrial parks suffer from unavailability of business development services such as market information service and manpower of training service.
- There is a lack of awareness, knowledge, and familiarity with the Palestinian investor regarding matters related to Palestinian quality standards and certificates.

2.3.2 Legal framework in other countries

[Egypt]

- A competent administrative authority (the entity that is competent to manage industrial zones), will establish a committee called the “Committee for the Conditions for Granting Licenses” (Article 14 of facilitating the granting of licenses to industrial facilities Law No. 15 of 2017). This committee shall have the following tasks without being bound by the rules and regulations stipulated in any other law, as follows:
 - Determine all the requirements for obtaining licenses in accordance with the provisions of this law, including the requirements of civil defense, the environment, industrial security, and occupational safety and health.
 - Classify these requirements according to the degree of risk represented by industrial activities.
 - Determine the requirements and codes for buildings designated for industrial activities.
 - Determine the nonmaterial requirements that do not affect the safety of the industrial facility and its suitability to operate. The committee may set special requirements appropriate to the nature of MSMEs. The conditions referred to in the previous two paragraphs shall be issued by a decision of the competent minister to work with them exclusively upon the issuance of the license. The committee shall exercise other competencies determined by the executive regulations.
- It is affirmed that all concerned authorities are obligated to grant licenses with the approval of the committee with the conditions and decisions related to granting licenses to establish or manage industrial establishments in force before they enter into force. The competent administrative authority is also obliged to make the requirements available to all, according to the means determined by the executive regulations (Article 14, 15, 16 of the aforementioned law).
- Accreditation offices contribute to facilitating the procedures for the investor to obtain a license according to the following (Article 15 of the aforementioned law):
 - It is defined that accreditation offices are the entities licensed by the Industrial Development Authority to work in the field of examining all technical matters and documents related to industrial licenses to which the applicant may refer. This is in order to ensure that the industrial establishment meets the conditions and procedures legally required for its establishment or operation and is given an acceptable certificate of approval to do so to present it to the competent administrative authority (Paragraph 6 of Article 1 of the aforementioned law).
 - Accreditation offices issue, upon their responsibility, to the applicant an acceptable certificate of approval, which includes the fulfilment of the industrial facility all or some of the necessary requirements in accordance with the provisions of the law. The offices send a copy to the competent administrative authority in the manner determined by the executive regulations. The competent administrative authorities do not consider certificates submitted to them after one year from the date of their issuance.
 - The certificate issued by the accreditation offices registered in the record regarding the compliance of the industrial establishment with the requirements of licenses required by

law is acceptable to the competent administrative authority and to all other administrative authorities (Article 17 of the aforementioned law).

- The certificate issued by the accreditation offices is considered an official document in the application of the provisions of the Penal Code, and the issuance of this certificate, entails the insurance value and its disbursement to the beneficiaries thereof. In the event of serious violations in connection with the issuance of the certificate, the violating office is removed from the registry for a period not exceeding three years by a decision of the board of directors of the competent administrative authority. All of this is without prejudice to the resultant civil or criminal liability, as the case may be. In the event of a repeat of the gross violation, the record shall be permanently removed.

[Jordan]

The legislative framework for OSS was organized. It stipulated that OSS in the authority aiming to provide a one-stop service in order to license economic activities in the Kingdom. Article 16 stipulated that the official authorities, which are competent to license the economic activities covered by the one-stop investment services, shall nominate its authorized representative or commissioners, in order to delegate the investment service. This shall be within fifteen days from the date it received a letter from the authority regarding that matter (The third section of the Jordanian Investment Law and Regulation No. 32 in 2015).

[UAE]

The United Arab Emirates has granted the OSS program. This program aims to provide all required services such as industrial land acquisition and other related procedures and services from a single point of contact. The investors are granted a license for their project within five days from the date of submitting the request or completing data and documents or making adjustments and the foreign investment company is registered in the foreign direct investment record and issuing licenses (According to Article 10 of Federal Decree-Law No. 19 of 2018).

2.3.3 Recommendation

Based on the above practices, recommendations for Palestine are as follows:

- Based on the systems in Egypt and Jordan, JICA suggests that the law stipulate that the representative of the ministries in the one-stop service is empowered to take a decision and to provide certain procedures and time periods for issuing licenses for projects in industrial estates, regardless of any other legislation.
- Until the law is amended, it is proposed to implement the Council of Ministers Resolution No. (3/17/18/ CPMCA) for the year 2019 so that OSS at PIEFZA is activated to grant all necessary licenses and permissions for industrial projects, and that representatives of all government departments concerned with the industrial activities covered by OSS be assigned to work in the single unit, and to grant them the powers of the competent authority as per the rules. It is further proposed that PIEFZA provide the work environment and the necessary administrative and logistical equipment for that, and that the electronic link between PIEFZA and the bodies represented in the OSS shall be developed.
- PIEFZA coordinates with the competent authorities to issue the certificate of origin to amend the conditions for the Palestinian certificate of origin and simplify the procedures for issuing the certificate of origin for the factories located in the industrial estates, and to facilitate the investors to grant the certificate of origin in the OSS at PIEFZA.
- PIEFZA provides the latest information on international and local markets by establishing a marketing research center, to provide information and data about local and international markets and the conditions and size of competition in them, and to make this information available to investors in industrial cities to help them plan production and marketing operations.

- It is proposed that courses be organized for investors on the requirements of the quality management system (ISO) for industrial companies operating in the industrial estates in order to inform them of the latest developments in the quality management system field and how to obtain them. Also, a mechanism should be implemented by which investors in industrial estates can achieve and obtain various quality accreditations based on the law and official procedures.

2.4 Clarification of role between PIEFZA and developer

2.4.1 Challenges

By reviewing the Jericho Agro-Industrial Park Concession contract as a model, several issues can be observed:

- Problems related to not explicitly stipulating the right of PIEFZA to impose penalty to the developer if the developer breaches one of its obligations stipulated in this contract.
- The lack of explicit stipulation of the approval of PIEFZA on the instructions issued by the developer to regulate its relationship with the investor, which the authority is supposed to review and ensure its compliance with the law and the concession contract before the developer applies them.
- The lack of provision for the prior approval of PIEFZA before the developer cancels any of the basic services related to any investment project in the industrial estate.
- The lack of express stipulation that if the developer does not fulfill its obligation to employ a security company within a year from the date of the establishment of the industrial estate, then PIEFZA may hire a specialized and licensed company to carry out safety and security maintenance in the industrial estate at the expense of the developer.
- The current law and the concession agreement does not include granting PIEFZA's officially charged employees the right to view documents and all papers related to the developer's activity in the industrial estates and submitting the necessary reports to the board of directors.
- The concession agreement does not include an article that expressly obligates the developer to establish, maintain, and operate a fire-fighting system and a system for managing hazardous and non-hazardous solid waste in the industrial estate according to environmental standards stipulated in the applicable legislation, approved by the competent authorities and PIEFZA.

2.4.2 Recommendation

The study team developed the standard form of the concession agreement (Attachment 1). It can be utilized for the future development of IPs and FZs. It contains following contents:

- The explicitly stipulation that the right of PIEFZA to impose penalty to the developer such as collecting the value of the bank guarantee or part of it if the developer breaches one of its obligations stipulated in this contract.
- The explicit stipulation that PIEFZA approves the instructions issued by the developer to regulate its relationship with the investor, which PIEFZA is to review and ensure its compliance with the law and the concession contract before they are applied by the developer.
- The stipulation to obtain prior approval of PIEFZA before the developer cancels any of the basic services related to any investment project in the industrial estates.
- The explicit stipulation that if the developer does not fulfill its obligation to employ a security company within a year from the date of the establishment of the industrial estate, then PIEFZA may hire a specialized and licensed company to maintain safety and security within the industrial estate at the expense of the developer.
- The law and the concession agreement must include granting PIEFZA's officially charged employees the right to view documents and all papers related to the developer's activity within the industrial estates and to submit the necessary reports to the board of directors.

- The text in the concession contract expressly obligates the developer to establish, maintain and operate a fire-fighting system and a system for managing hazardous and non-hazardous solid waste in the industrial city in accordance with the environmental standards stipulated in the applicable legislation, duly approved by the competent authorities and PIEFZA.

3. Particular relevance to the New PIEFZA Law

Based on experiences in other countries and recommendations, PIEFZA included articles corresponding to the recommendations into the newly drafted PIEFZA Law. It is recommended to reflect following addendum and modification to be approved as parts of the new PIEFZA Law.

3.1 Land ownership

Article 58: The Board of Directors, after obtaining the Council of Ministers' approval, has the right to sell land and buildings to the licensed project's owner in IPs and FZs directly or through lease-to-own in accordance with principles and standards issued by the Council of Ministers.

3.2 Tax incentive

Article 47

The following are exempted from the income tax:

1. Agricultural projects operating within the development or free zones whose income is obtained directly from agricultural crops or livestock.
2. Projects identified by the Authority that have obtained the necessary licenses to operate within the development zone for a period of 10 years, starting from the date of achieving profit.
3. The net income of the developer or operator's work within the development zone for a period of 10 years, starting from the date of achieving profit.
4. The net income of the developer, operator and project's owner in the free zone.
5. The income of non-Palestinian workers, consultants, and contractors in the form of wages and bonuses they receive for their work with the developer, operator, or licensed projects in the free zone.

Article 48

The following are exempted from the value-added tax:

- a. Products, goods and services that the project owner purchases or imports in order to perform its activities within the free zone, in addition to his economic activity in the development zone for exportation purposes.
- b. Goods produced within the free zone to be exported outside the country.
- c. Jacks and other machinery and vehicles sold to the project within the free zone.

Article 49

The following are exempted from customs duties:

1. Local or imported equipment, machinery, construction materials entering the development zone or free zones for building or establishing, equipping or furnishing all projects, including spare parts necessary for their continuous maintenance.
2. Goods and commodities exported from the free zone to outside the country.

Article 50

1. The project's owner in the free zone has the right to sell a certain percentage of the project's production in the local market after obtaining the Board of Directors' approval. All materials used in the manufacture process of this production are subject to customs duties and taxes.
2. The project's owner shall be exempted from 20 percent of the value of the fees and taxes stated in paragraph 1 of this article, if there is no production similar to this production in the local market.

Article 51

Fuels supplied to projects located within the development or free zones are exempted from all taxes, fees and allowances.

Article 52

Land, buildings, and facilities located in the development or free zones, which are built on land owned by the state, are exempted from taxes imposed on buildings and land in accordance with applicable legislation.

Article 53

One commercial vehicle up to four tons related to the project owner, developer or operator in the development zone is exempted from customs duties and all taxes provided that it is used for the benefit of the project in the development zone.

Article 54

All commodities and goods necessary for use in a licensed project in the free zone, which are stored in the customs department stores shall be considered imported into the free zone.

Article 55

1. The project assets located within the free zone are subject to all customs duties, taxes and allowances if they are transferred to the local markets. They are considered imported as of the transference date.
2. The assets mentioned in paragraph 1 of this Article shall not be subject to any fees, taxes, or allowances if they are transferred to another free zone or customs zone.

Article 56

A bank account for the Authority shall be opened, in order to support projects in the development and free zones in accordance with the Board of Directors' instructions.

Article 57

Soft loans granted by financing institutions and banks to finance projects in the development and free zones are considered as loans granted to small and medium-sized companies, according to the applicable income tax law's provisions and the regulations issued thereunder.

3.3 OSS

Article 38

A one-stop shop shall be established in the Authority or the development and free zones according to the Council of Ministers' resolution, aiming to achieve the following:

1. Provision of one-stop service under the Authority's management and supervision.
2. Granting of all licenses, permits, certificates, and registrations issued by the competent authorities necessary for establishing the project in the development and free zones.

Article 39

The official body concerned in granting the license shall authorize one of its employees to work in the one-stop shop in order to issue licenses, permits, certificates and registrations through the shop within 15 days of being notified of the one-stop shop establishment decision.

Article 40

The employee authorized to work at the one-stop shop shall be replaced based on the Authority's request, if the employee fails to carry out the required duties or the level of work is found to be

insufficient. The competent official body stated in Article 39 must replace this employee within 10 days of receiving the Authority's notification.

Article (41)

The Authority shall prepare the one-stop shop system in coordination with the competent authorities and submit the matter to the Council of Ministers for issuance, and it shall specify the following information:

1. The one-stop shop's functions and tasks.
2. The licenses, permissions, certificates, services, conditions, procedures, requirements, and legal terms necessary for issuance by the one-stop shop.
3. The Authority's role in managing the one-stop shop.

End

別添 8

IPIEA 法ポリシーペーパー案

Decree-Law No. () of 2022

On Investment Promotion in Palestine

President of the State of Palestine

Chairman of the Executive Committee of the Palestine Liberation Organization

Based on the provisions of the amended Basic Law of 2003 and its amendments;
and

Having reviewed the Investment Promotion Law No. (1) of 1998 and its
amendments; and

Having reviewed Law No. (10) of 1998 on Industrial Parks and Industrial Free
Zones; and

Based on Decree-Law No. (10) of 2021 regarding the governance of a number of
state bodies, institutions and authorities; and

Pursuant to the recommendation of the Council of Ministers in its session No. () on
.....; and

Based on the powers vested in us; and

For the public interest,

On behalf of the Palestinian Arab people,

We have issued the following Decree-Law:

Chapter 1

General definitions and provisions

Article (1)

Definitions

The following words and expressions shall, for the purposes of implementing
the provisions of this law, have the meanings assigned to them below unless
the context indicates otherwise.

Country: State of Palestine

Council of Ministers: Council of Ministers of the State of Palestine

Agency: Investment Promotion & Industrial Estate Agency (**IPIEA**)

Board of Directors: The Board of Directors of the Agency

Chairman of the Board: The Chairman of the Board of Directors of the Agency

Ministry: Ministry of National Economy.

Minister: Minister of National Economy.

Chief Executive Officer: The Executive Director of the Agency

Industrial Park: A geographically defined area established under this Law and allocated for the service of a number of beneficiaries for the implementation of industrial activities and services and has special privileges provided for in the Concession Contract concluded by the Agency on behalf of the Government and as guaranteed by this Decree-Law.

Industrial Free Zone: A geographically defined area established under this Decree-Law and allocated for the service of one or more beneficiaries for the implementation of exportal activities. The Industrial Free Zone shall have special customs and tax provisions provided for in the Concession Contract concluded by the Agency on behalf of the Government and guaranteed by this Decree-Law.

Specialized Zone: A specific geographical area approved by the Council of Ministers by a resolution based on the recommendation of the Board of Directors of the Agency for investment and development purposes. This approval shall be for a fixed period of time with the aim that such zone enjoys a Special Incentives Package Contract for both specific projects and activities established in this zone or within the concept of Concession Contracts.

Industrial Parks and Zones: This term includes Industrial Parks, Industrial Free Zones, and Specialized Zones.

Manufacturing Project: Any project has a license to operate within an Industrial Park and produces new goods through the processes of converting organic and/or inorganic materials into new products by changing their size, shape, nature or quality, using manual or mechanical means, or collecting the parts in order that they become another product including packaging and filling of products and/or storing materials for producing purposes.

Licensed Project: Any project has a license to operate within the Industrial Parks, Industrial Free Zones, or Specialized Zones.

Initial Approval To Operate inside Industrial Parks and Free Zones: Initial approval issued by the Agency in accordance with the provisions of this Decree-Law stating that a licensed project has the right to start operating inside Industrial Parks and Free Zones.

Developer: The qualified side with whom a Concession Contract is concluded in accordance with this Decree-Law for the development and management of an Industrial Parks, Industrial Free Zone or Specialized Zone.

Concession Contract: An agreement concluded between the Developer and the Agency for the establishment, development and management of Industrial Parks and/or Industrial Free Zones and/or Specialized Zone.

Allocation Resolution: A resolution taken by the Council of Ministers in accordance with the provisions of this Decree-Law regarding the allocation of Industrial Parks and/or Industrial Free Zones in Palestine and/or a Specialized Zone.

One-Stop-Shop: The shop where its headquarter at the Agency, its branches, or any of its offices located inside or outside the Industrial Parks and Free Zones, and shall be regulated by bylaws issued by the Council of Ministers.

Confidential Information: All information that the Agency receives from any Investor in relation with any transaction between him and the Agency that he does not want to disclose pursuant to the provisions of this Decree-Law.

Investment Enterprise: Practicing an investment activity in the sectors or subsectors set out in this Decree-Law whether the said activity inside or outside the Industrial Parks and Free Zones.

Investment: Use and spend money to establish and operate Investment Enterprise by the Investor whether its new or existing Investment Enterprise.

Investor: Any Palestinian or foreign natural or legal person who invests in Palestine in accordance with the provisions of this Decree-Law, whether such investment is within or outside the boundaries of Industrial Parks and Free Zones.

Applicant: Includes any of the following cases as the case may be:

- A. Any natural or legal person qualified in accordance with this Decree-Law and the Rules and Regulations to submit applications according to this Decree-Law to allocate an area in Palestine as an Industrial Park and Free Zones.
- B. Any Investor applying in accordance with the provisions of this Decree-Law to work in the Industrial Parks and Free Zones.
- C. Any Investor who has applied to the Agency for the purpose of getting benefits of the incentives and guarantees provided by this Decree-Law or for the purpose of getting benefits of the Incentives Package Contract approved by the Agency.

Investor Certificate: Approval issued by the Agency to an Investor in accordance with the provisions of this Decree-Law.

Incentives: Exemptions and facilities granted in accordance with the provisions of this Decree-Law and relevant laws and any exemptions approved by the Council of Ministers within justified exceptions.

Investment Register: Public Register containing a list of investments approved by the Agency.

Incentives Committee: The Committee formed by the Board of Directors that reviews and evaluates Investor applications for confirmation of investment in accordance with the provisions of this Decree-Law.

Business Enterprises: Enterprises whose profit activity is based on trading goods and commodities through commercial means known as buying, selling for a fee, exchanging and other commercial methods.

Tourism Enterprises: hotel facilities, hotel apartments, resorts or any subsectors approved by the Board.

Agricultural Enterprise: Enterprise whose income is directly from agriculture or raising livestock.

Development of the Existing Enterprise: actual financial expenditure with the aim of expanding, developing or modernizing the Existing Enterprise by adding new Fixed Assets that will increase the Enterprise production capacity

and increase the new labor absorption, or adding a new product or manufacturing a product imported from abroad.

Fixed Assets: machinery, equipment, supplies, tools, buildings and construction exclusively to be used in the Enterprise or the development of the Existing Enterprise, as well as furniture, furnishings and supplies for Enterprise of all kinds, including tourism, education, health Enterprises and any Enterprise listed in this Decree-Law.

Taxable Profit: The total net income after deducting exemptions, accumulated losses and donations stipulated in accordance with the provisions of the Income Tax Law in force.

Customs: All kinds of custom fees set out based on the legislations in force.

Taxes: All taxes assessed in accordance with the applicable legislations, excluding municipal fees and taxes and value-added tax.

Incentives Package Contract: A contract issued by the Agency to grant the Investor tax or non-tax incentives including (fees on transactions, support services, training, and logistic services) such contract shall be submitted to the Council Ministers for approval and to confirm the granted incentives package for the Investor's commitment to implement his project in accordance with the conditions set out in this contract.

Article (2)

Objectives of Decree-Law

This Decree-Law aims to achieve development goals and priorities in Palestine by increasing investments through the following means:

- 1- Establishing the Agency responsible for promoting and facilitating investment and establishing Industrial Parks and Free Zones and facilitating their development in Palestine.
- 2- Providing guarantees to Investors and existing investments in Palestine.
- 3- Granting incentives to Investors.
- 4- Establishing and operating the One-Stop-Shop in Palestine

- 5- Providing the legal structure and the appropriate environment to promote investment in Palestine.
- 6- Attracting the foreign and Arab investments and promote Palestine as promising place for investment.

Chapter 2

The Agency, the One-Stop-Shop, and Agency's Affairs

Article (3)

The Agency

- 1- The Investment Promotion & Industrial Estate Agency (IPIEA) shall be established pursuant to the provisions of this Decree-Law.
- 2- The Agency shall have an independent legal personality and shall enjoy the legal capacity that guarantees achieving its objectives and practicing its activities in accordance with the provisions of this Decree-Law.
- 3- The Agency enjoys financial and administrative independence. It is permissible to issue a financial and administrative bylaw for the Agency and such bylaws shall be issued by the Council of Ministers based on board of directors' recommendation.

Article (4)

Legal Positions

- 1- The Agency formed under the provisions of this Decree-Law shall replace the Palestinian Industrial Parks & Free Zones Authority formed under the provisions of Law No. (10) of 1998 regarding Industrial Parks and Industrial Free Zones and its amendments, and the Public Investment Promotion Agency formed under the Investment Promotion Law No. (1) of 1998 and its amendments.
- 2- The Agency established under the provisions of this Decree-Law shall have all rights and obligations of any kind relating to the Palestinian Industrial Parks & Free Zones Authority established under the provisions of the Law No. 10 of 1998 regarding Industrial Parks and

- Industrial Free Zones and its amendments as well as all rights and obligations relating to the Public Investment Promotion Agency formed under the Investment Promotion Law No. (1) of 1998 and its amendments.
- 3- The term (the Palestinian Industrial Parks & Free Zones Authority) and the term (the Public Investment Promotion Agency) shall be replaced by the term (The Investment Promotion & Industrial Estate Agency), wherever they are mentioned in other applicable legislations.
 - 4- All applications and claims before the Palestinian Industrial Parks & Free Zones Authority, and before the Public Investment Promotion Agency, shall be referred by default to the Investment Promotion & Industrial Estate Agency established by this Decree-Law.
 - 5- The provisions of this Decree-Law shall not affect any licenses, approvals, permits, authorizations, exemptions, guarantees, incentives or privileges granted under the provisions of Act No. 10 of 1998 regarding Industrial Parks and Industrial Free Zones and its amendments and the provisions of the Investment Promotion Act No. 1 of 1998 and its amendments. The provisions of this Decree-Law shall apply to them.
 - 6- All regulations, instructions and resolutions issued pursuant to the provisions of Act No. (10) of 1998 regarding Industrial Parks and Industrial Free Zones and its amendments, and the Investment Promotion Act No. 1 of 1998 and its amendments, shall remain in force as long as they do not contradict the provisions of this Decree-Law until the said regulations, instructions and resolutions are replaced or amended or annulled by another regulations, instructions and resolutions issued under the provisions of this Decree-Law.

Article (5)

Establishing One-Stop-Shop

1. The One-Stop-Shop shall be established in accordance with the provisions of this Decree-Law, its provisions and powers shall be

- regulated by bylaws issued by the Council of Ministers based on a recommendation from the Board of Directors.
2. The One-Stop-Shop shall be established at the Agency, its branched or offices and shall have an online link at the Agency's website and it shall have offices inside and outside of Industrial Parks and Zones.

Article (6)

Agency's Headquarters

The headquarters of the Agency shall be the city of Jerusalem, and the temporary headquarter shall be in any place specified by the Council of Ministers. The Agency has the right to open branches anywhere in Palestine or abroad.

Article (7)

Agency's Tasks

The Agency shall be responsible for the following tasks:

- 1- Creating the legal system and the most conducive environment for investment and developing the general framework for legislative and administrative reform of the investment environment.
- 2- Issuance and making approval of the incentives set out of this Decree-Law.
- 3- Developing a comprehensive general policy for the establishment, development and advancement of Industrial Parks and Zones in Palestine.
- 4- Cooperating with the Council of Ministers regarding any exemptions and/or incentives granted to the Enterprises approved by the Council of Ministers through the Concession Contracts.
- 5- Submitting proposals and plans to the Council of Ministers regarding the state's investment plan and the establishment, development and management of any Industrial Park, Industrial Free Zone or Specialized Zone in Palestine.

- 6- Issuing Investor Certificates and certificates to work in Industrial Parks and Zones.
- 7- Establishing public utilities required by Industrial Parks and Zones, by the Agency or through others.
- 8- Assigning fees and allowances for services provided by the Agency to Investors and to Industrial Parks and Zones.
- 9- Concluding contracts and agreements and accepting benefits and gifts offered to the Agency in a manner that does not conflict with the provisions of this Decree-Law.
- 10-Selecting Developers and concluding contracts with them.
- 11-Monitoring Investment Enterprises and the performance and development of Industrial Parks and Zones, and publishing related reports.
- 12-Working to implement local and regional agreements on any of the matters mentioned in this Decree-Law.
- 13-Cooperating with international and foreign institutions and organizations working in the field of investment and its promotion.
- 14-Supervising the implementation of the provisions of this Decree-Law and submitting suggestions and recommendations related to its amendment to the Council of Ministers.
- 15-Studying other legislations related to investment periodically and suggesting amending them if necessary.
- 16-Prepare and issuance promotional materials for investment in Palestine.
- 17-Following-up with the Ministry on Palestine's classification and rank in international reports and indicators related to investment, Industrial Parks and Zones.
- 18-Holding conferences, seminars and workshops related to investment, Industrial Parks and Zones, internally and/or externally, as needed.

Article (8)

Keeping Confidential Information

1. The Agency is obligated to protect all Confidential Information, except the information that is disclosed in the investment registry or through the registration of Enterprises in accordance with this Decree-Law.

2. The Agency prohibits any employee, official, or member of the Board of Directors or the staff of the Agency from disclosing Confidential Information to any person or entity.

3. The Agency shall not disclose Confidential Information to any party, government official or private person without:

- A. Obtaining written approval from the Investor.
- B. A court order issued by a competent Palestinian court ordering the disclosure of Confidential Information or involving the lifting of confidentiality protection.

Article (9)

Agency's Funds

- A. The Agency's funds and rights are considered public funds.
- B. The Agency enjoys all the exemptions and facilities enjoyed by government agencies.

Chapter 3

The Agency's Board of Directors and its Executive Management

Article (10)

The Agency's Board of Directors

1- The Agency shall be managed by a Board of Directors consisting of fourteen members as follows:

- A. The Minister of National Economy as a Chairman.
- B. A representative of:
 - Ministry of Finance as a Deputy Chairman
 - Ministry of National Economy
 - Environmental Quality Authority
 - Ministry of Tourism and Antiquities
 - Ministry of Telecom & IT
 - Ministry of Local Government

- Palestine Monetary Authority
 - Energy and Natural Resources Authority
- C. Five representatives of private sector, provided that each representative exercises his duties independently. They are:
- Federation of Chambers of Commerce, Industry and Agriculture
 - A representative of the Palestinian Federation of Industries
 - A representative of Union of Businessmen Associations
 - A representative of Palestine Trade Centre
- 2- The CEO participates in all meetings of the Board of Directors without having the right to vote.
- 3- The term and conditions of membership, as well as membership loss or procedures, guarantees of non-conflict of interests, disclosure policies and any privileges associated with them shall be determined through a special regulation issued by the Council of Ministers upon the recommendation of the Board of Directors.

Article (11) **Board of Directors' Powers**

The Board of Directors shall, in order to achieve the Agency's tasks, have the following powers:

1. Approving the policies and the investment plan that defines the targeted investment sectors and Enterprises in accordance with the general policy of the state and the economic development plan.
2. Approving the incentives set out in this Decree-Law.
3. Following-up and coordinating with state institutions to implement investment incentives and guarantees and developing work in Industrial Parks and Zones in Palestine.
4. Developing the necessary plans and studies to attract and promote national and foreign capital to invest in various sectors in Palestine.
5. Preparing Incentives Package Contracts and assigning them to the Council of Ministers for approval.
6. Preparing the One-Stop-Shop regulation and assigning it to the Council of Ministers for approval.

7. Submitting recommendations to the Council of Ministers with the applications submitted regarding the establishment of an Industrial Parks, an Industrial Free Zone, or a Specialized Zone.
8. Supervising the lands of Industrial Parks and Zones and the entities operating thereof, and publishing periodic reports in this regard.
9. Approving the organizational and functional structure of the Agency and the administrative and financial regulations for the Agency's employees and submitting them to the Council of Ministers for approval.
10. Nominating the CEO and recommending him to the Council of Ministers to approve his appointment.
11. Recommending to the competent authorities to find solutions to obstacles to investment and work obstacles in Industrial Parks and Zones and to solve any obstacles to the application of this Decree-Law. Recommending to the Council of Ministers to amend any legislation that restricts the work of the provisions of this Decree-Law.
12. Approving the annual budget of the Agency.
13. Supervising the establishment of the investment registry and keep it safe and supervising the issuance of a manual of investment opportunities in Palestine and updating it annually.
14. Submitting to the Council of Ministers a regulation regarding disbursing financial rewards to members in lieu of attending Board of Directors meetings.
15. Supervising the grants presented to the Agency and approving the mechanisms for their implementation.
16. Appointing specialized committees related to the Board of Directors.
17. Issuing the necessary resolutions related to the Agency's competencies and the objectives of this Decree-Law.

Article (12)

Board of Directors' Meetings and Resolutions

- 1- The Board of Directors shall meet in a regular meeting at least eight times annually at the call of the Chairman or deputy Chairman in case

- of his absence. The meeting shall not be legal unless attended by at least two thirds of its members, provided that the Chairman or his deputy, in his absence, is among them.
- 2- It is permissible to request a meeting of the Board of Directors based on a written request submitted by one third of the members of the Board of Directors to the Chairman.
 - 3- The Board of Directors may be called for an emergency meeting at the request of the CEO of the Agency after the approval of the Chairman of the Board of Directors.
 - 4- The Board of Directors shall take its resolutions by the majority of the present members of the board of directors. In case the votes are equal, the side on which the Chairman or his deputy, in his absence, are shall prevail.
 - 5- The deliberations of the Board of Directors session shall be confidential unless all the members present agree that it shall be public.
 - 6- The Chairman of the Board of Directors has the right to invite any of the experts and specialists to attend the meetings of the Board of Directors and to provide advice on the subject presented to him without having the right to vote.

Article (13) **Conflict of Interest**

If there is any interest for any member of the Board of Directors or the CEO, whether direct or indirect, with respect to any application submitted to the Agency, he must disclose this in writing to the Board and he shall not participate in any resolution or recommendation issued by the Agency in relation to that application.

Article (14) **The Agency's Chief Executive Officer**

- 1- The Agency shall have a Chief Executive Officer appointed by a resolution of the Council of Ministers based on the recommendation of

the Board of Directors for a period of (4) years renewable. The renewable shall be taken place by the Board of Directors' recommendation to the Council of Ministers to approve the renewal whenever the Board deems it necessary.

- 2- The Chief Executive Officer shall have the following tasks and powers:
- A. Executing the Agency's policies as determined by the Board of Directors.
 - B. Organizing the daily activities of the Agency and supervising the operations of Industrial Parks and Zones.
 - C. Submitting reports to the Chairman of the Board of Directors on a regular basis regarding the Agency's work and performance.
 - D. Preparing an annual report on the Agency's activities and financial statements and submitting it to the Board of Directors.
 - E. Recommending the Board of Directors to form executive committees.
 - F. Participating in activities aimed at promoting investment in Palestine and developing Industrial Parks and Industrial Free Zones at the local and external levels, in coordination with the Chairman of the Board of Directors.
 - G. Scope of work approved by the Board of Directors.
- 3- The CEO shall not be a party or have any direct or indirect interest in any Investment Enterprise or any Enterprise related to Industrial Parks and Zones or any contract or deal entered into by the Agency.

Chapter 4 **Finance**

Article (15) **Financial Resources**

The Agency's financial resources consist of the following:

1. The funds allocated to the Agency in the state's general budget.
2. Fees for granting and renewing licenses and certificates issued by the Agency.

3. Revenue stamp fees and allowances paid because of investment transactions.
4. The revenues collected by the Agency from the Developer specified in the Concession Contract.
5. Financial fines in accordance with the provisions of this Decree-Law.
6. Grants offered by countries, international organizations, local and foreign NGOs.
7. Any other revenues collected in accordance with the provisions of this Decree-Law.

Article (16)
The Agency's Budget and Accounts

All income and revenues of the Agency shall be deposited to a special account at the Ministry of Finance that follows the general treasury account. A special budget that approved by the Board of Directors shall be allocated for the Agency within the annual general budget of the state, through which all the expenses of the Agency shall be paid.

Article (17)
Organizing and Controlling the Agency's Accounts

1. In organizing its accounts and records, the Agency shall follow the international principles of accounting. The Board of Directors shall appoint an auditor to monitor and audit the Agency's accounts and records.
2. The auditor has the right to review all accounts, incomes, expenses, books, records and documents of the Agency, and to request data that he deems necessary to obtain in order to perform his tasks. The auditor has the right to verify the Agency's assets and obligations.
3. The auditor shall submit his annual report to the Board of Directors for approval, which then submits it to the Council of Ministers.

Chapter 5
Establishment and Development of Industrial Parks
and Industrial Free Zones

Article (18)
Allocation Applications

- 1- The Agency, directly or upon an application submitted to it, may recommend to the Council of Ministers to issue a resolution to allocate any suitable place in Palestine to be an Industrial Parks and Zones.
- 2- Applications are submitted by those qualified to allocate an Industrial Parks and Zones to the Agency.
- 3- Based on the recommendation of the Board of Directors, the Council of Ministers shall issue its resolution to allocate the Industrial Parks and Zones.
- 4- In the event that the Council of Ministers approves the allocation application, the Council of Ministers' resolution shall determine the location of the approved Industrial Parks and Zones, its activities, area and boundaries according to the map prepared for this, and the preparation of the means of monitoring it according to the required manner. The resolution shall be published in the Official Gazette of the State and in two local newspapers. The resolution shall be subject to appeal within thirty days from the date of its publication in the local newspapers or the Official Gazette, whichever comes first.
- 5- The Council of Ministers shall issue its resolution to allocate any geographical area in the Country as a Specialized Area for a specific period based on the requirements of the public interest. Incentives for Industrial Parks and General Investment Incentives set out in the provisions of this Decree-Law shall apply to the Specialized Zone to the extent that the said provisions do not contradict with its nature. The Council of Ministers may decide, in its resolution to allocate a Specialized Area, that the provisions of this Decree-Law do not apply to it, or the General Investment Incentives do not apply to it, and/or that the incentives for Industrial Parks and Zones do not apply to it.

Article (19)
Development of Industrial Parks and Zones

- 1- The Board of Directors has the right to grant a concession to develop the Industrial Parks and Zones to any Developer based on a Concession Contract to develop and manage them, provided that the Developer fulfills the conditions set out in this Decree-Law.
- 2- Concession Contracts are concluded with the Developer based on the principle of competition and the bidding policy, unless the Developer is a governmental entity, then contracting with it is done directly.
- 3- Whether the plot of land allocated for the establishment of the Industrial Parks and Zones is owned by the state, the Agency may lease or sell it to the Developer after the approval of the Council of Ministers.

Article (20)
Concession Contract

1. The Council of Ministers shall issue regulations for the Concession Contract based on the recommendation of the Board of Directors. These regulations shall include the terms and conditions of the Concession Contract.
2. The Industrial Parks and Zones shall subject to the control and supervision of the Agency in order to verify the implementation of the Concession Contract and services performance based on the agreed terms between the Agency and the Developer.
3. A concession may be granted to develop Industrial Parks and Zones on lands allocated by the state to the Agency.
4. The Concession Contract shall not be amended or transferred to a third person without the approval of the Board of Directors.

Article (21)
The Developer

1. The Developer is required to be:
 - A. The Developer must be a registered company in Palestine.

- B. To be financially and technically capable, preferably those who had previous experience in developing and operating Industrial Parks and Zones.
- 2. Whether the Developer fails to develop and operate the Industrial Parks and Zones agreed on the Concession Contract, the Agency may take all and/or part of the following procedures:
 - A. Contracting with another Developer to continue implementing the Contract Concession.
 - B. Penal fine bears by the Developer in amount of (10,000) Ten Thousand JD in addition to the annual revenues that should have been paid for period of the Concession Contract.
 - C. The Agency has the right to claim all compensations under the Concession Contract against the breaching Developer.

Article (22)
State's participation in a Development Company

- 1- Subject to legislations in force, the state may enter as a partner with the private sector in a development company for Industrial Parks Zones by a resolution of the Council of Ministers based on the Agency's recommendation, provided that the resolution includes the following:
 - A. The percentage of the state's contribution to the capital of the development company.
 - B. The State's representative in the development company.
- 2- The mechanism of annual reporting to the Council of Ministers.

Chapter 6
Investor Guarantees

Article (23)
Equality and Preference Among Investors

- 1. All investments in Palestine shall subject to fair and equitable treatment.
- 2. The state guarantees to the foreign Investor a treatment similar to that granted to the national Investor. The state has the right to set out exceptions by a resolution of the Council of Ministers according to

- which it provides preferential treatment to foreign Investors in accordance with the principle of reciprocity.
3. The invested funds shall not be subject to any arbitrary measures or discriminatory resolutions.
 4. The state is committed to respect and enforce the contracts it concludes. The Investment Enterprise established on the basis of fraud, deception or corruption shall not enjoy the protection, guarantees, privileges or exemptions established under the provisions of this Decree-Law. All of this shall be proven by a final judicial decision issued by a competent judiciary or by an arbitration award.
 5. For the purposes of implementing the provisions of this Devree-Law, all resolutions related to the Investment Enterprise shall be justified, and the Investor shall be informed by such resolutions.

Article (24)
Nationalization and Confiscation of Enterprises

1. Investment Enterprises shall not be nationalized.
2. It is not permissible to expropriate the property of Investment Enterprises except for the public interest, and in exchange of fair compensation to be paid without delay. The compensation value shall be equivalent to the fair market value of the expropriated propriety on the day prior to the issuance of the expropriation resolution. The compensation shall be transferable without restriction.
3. Investment Enterprises shall not be liquidated, and the property of Investment Enterprises shall not be seized, confiscated, or frozen except by a judicial order or judgment in accordance with the procedures set forth in the relevant legislations or in accordance to the provisions of this Decree-Law.

Article (25)
Cancellation of Licenses

- 1- The competent official authorities do not have the right to cancel or suspend the licenses issued for the Investment Enterprise, except after notifying the Investor of the violations, hearing his point of view and giving him an appropriate period to resolve such violations. If the

- investor violates the provisions of the license granted to him by the competent official authorities, he shall be notified in writing of the violations attributed to him. If the violations are not removed and adhere to the conditions of the license, the authority issuing the license may cancel it in accordance with the provisions of the relevant legislation.
- 2- In all cases, the Investor has the right to appeal any of the resolutions set out in the first paragraph of this Article before the competent court in accordance to the relevant legislations.

Article (26) **Transfer of Financial Resources**

- 1- The state guarantees to all Investors the unrestricted transfer of all financial resources out of Palestine, including capital, profits, dividends, capital gains, wages, salaries, interests and other fees, compensation amounts for expropriation or cancellation of a license, and judicial resolutions and arbitration awards and any other kind of payments or financial resources. The Investor has the right to transfer all financial resources outside Palestine according to the exchange rates in force in the market and in effect at the time of transfer, and in a convertible currency accepted by the Investor.
- 2- Subject to the relevant legislations, the Investor has the right to build, establish and expand the Investment Enterprise, and to finance it from abroad without restrictions. The Investor shall also have the right to own, manage, use and dispose of the Enterprise, acquire its profits and transfer such profits abroad, liquidate the Enterprise, and transfer the outcome of this liquidation in whole or in part abroad, without prejudice to the rights of third parties.
- 3- The state allows all cash transfers related to foreign investment to be made freely and without delay inside the state's land and abroad, in a freely convertible currency. The state also allows the transfer of the local currency into a usable currency without delay.

- 4- Notwithstanding this Article, the state has the right to lay down restrictions on the transfer of financial resources or part thereof when any of the following restrictions apply to an Investor:
- a) Palestinian bankruptcy laws and other laws aiming to protect the rights of creditors.
 - b) Palestinian laws related to the issuance, trading or dealing in securities.
 - c) Palestinian criminal or penal laws.
 - d) Palestinian tax laws.
 - e) Palestinian laws relating to the reporting of currency transfers or other cash transactions.
 - f) Preventing orders or final judgments issued by Palestinian judicial or arbitration institutions.

Article (27) **Labour**

- 1- The Investment Enterprise has the right to employ foreign workers within 10% of the total number of employees in the Enterprise. This percentage may be increased by no more than 20% of the total number of employees in the Enterprise, in the event that it is not possible to employ national employees with the necessary qualifications.
- 2- In some strategic Enterprises of particular importance, an exception may be obtained from the Agency regarding the ratios set out in the first paragraph of this Article.
- 3- Foreign workers in the Investment Enterprise have the right to transfer all or some of their financial dues abroad.

Chapter 7 **Investment Incentives**

Article (28)

Exception of the General Investment Incentives

Subject to the provisions of this Decree-Law regarding Investment Enterprises in the Industrial Free Zones, these Enterprises do not enjoy general investment incentives, but these are regulated under the Incentives Package Contract.

Article (29)
Sectors Covered by the Investment Incentives

- 1- Investments in the sectors or sub-sectors below shall enjoy the incentives set forth in the provisions of this Decree-Law:
 - a) Agriculture
 - b) Industry
 - c) Tourism
 - d) Information Technology
 - e) Renewable Energy Enterprises
 - f) Public-Private Partnerships (PPPS) provided that to be regulated by a regulation issued by the Council of Ministers.

- 2- By a resolution of the Board of Directors, the subsidiary activities of each of the sectors set out in Paragraph (1) of this Article may be determined and the required criteria to get benefits of the incentives set forth in this Decree-Law.

- 3- By a resolution of the Council of Ministers and based on the Board of Directors 's recommendation, sectors and activities may be added or deleted of the list of sectors set out in Paragraph (1) of this Article.

Article (30)
Types of Investment Incentives

1. The investment incentives are represented in the following types:
 - a) Custom exemptions related to Fixed Assets and spare parts for the existing or new Enterprise.
 - b) Tax incentives related to the income tax.
 - c) State's lands by resolution of the Council of Ministers.
 - d) Non-Tax incentives determined by Board of Directors' instructions.
 - e) Incentives set out in the Incentives Package Contract.

2. In all cases, the tax incentive shall not be duplicated.

Article (31)
**Submission to Incentives under this Decree-Law
and Incentives Package Contract**

The investor may request to benefit from the incentives set forth in this Decree-Law and/or the approved Incentive Package Contract according to the following procedures:

- 1- The investor must apply to the Agency to benefit from the incentives set forth in this Decree-Law, after obtaining licenses from the competent authorities and/or registering with the competent tax departments.
- 2- The Incentives Committee in the Agency shall estimate the information mentioned in the application and submitted by the investor about the investment Enterprise upon submission.
- 3- The Agency shall issue its resolution either by approval or rejection of the application. In case of refusal, the resolution must be justified, and the stakeholder may appeal the Agency's resolution before the competent court.
- 4- In case of approval, the Agency issues Investor Certificate, in which the investor enjoys the incentives set forth in this Decree-Law or the incentives in Incentive Package Contract.
- 5- The Agency may withdraw the Investor Certificate if the investor violates the conditions upon which it was issued, or if he violates the provisions of this Decree-Law.

Article (32)
Submission to Incentives of the Industrial Parks and Zones

- 1- The investor may apply to the Agency to benefit from the incentives granted to Investment Enterprises established in Industrial Parks and Zones.
- 2- The Agency shall estimate the application in accordance with the procedures set forth in this Decree-Law.
- 3- The Agency issues its resolution either by approval or refusal. In case of refusal, the resolution must be justified, and the stakeholder may appeal the Agency's resolution before the competent court.

Article (33)

The Initial Approval To Operate inside Industrial Parks and Zones

- 1- Applications for obtaining Initial Approval To Operate inside Industrial Parks and Zones shall be submitted to the Agency.
- 2- The Agency shall issue Initial Approval To Operate inside Industrial Parks and Zones, and none shall carry out any activity inside Industrial Parks and Zones without obtaining the said approval.
- 3- The Agency may revoke the Initial Approval To Operate inside Industrial Parks and Zones if the owner of the Enterprise has violated its terms or if a period of six months is passed from the date of granting such approval without starting the actual operations by the owner of the Licensed Enterprise, unless the said owner has convincing reasons that prevented the operations.

Article (34)

General Incentives for Investment Enterprises

The following incentives and exemptions are considered for Investment Enterprises which approved by the Agency and obtained the necessary licenses according to the Decree-Law:

- 1- Income tax at the rate of (0%) on Agricultural Enterprises whose income is directly derived from cultivating the land or livestock.
- 2- Income tax at the rate of (5%) for a period of five years starting from the date of achieving the profit and not exceeding four years, whichever is earlier, and it is called the first stage.
- 3- Income tax at rate of (10%) for a period of three years starting from the end of the first stage, and it is calculated thereafter according to the valid rates.

Article (35)

Incentives for Industrial Parks and Industrial Free Zones

1. The following incentives and exemptions are considered for Investment Enterprises inside the Industrial Parks which approved by the Agency and obtained the necessary licenses according to legislations in force:
 - A. Income tax at the rate of (0%) on Agricultural Enterprises whose income is directly derived from cultivating the land or livestock.

- B. Income tax at the rate of (0%) for a period of five years starting from the date of achieving the profit and not exceeding four years, whichever is earlier, and it is called the first stage.
 - C. Income tax at rate of (5%) for a period of five years starting from the end of the first stage, and it is called the second stage.
 - D. Income tax at rate of (10%) for a period of three years starting from the end of the second stage, and it is calculated thereafter according to the valid rates.
2. Subject to the provisions of this law and what is stated therein regarding Investment Enterprises in the Free Industrial Zones, the incentives related to the Free Industrial Zones shall be regulated by an Incentive Package Contract issued by the Council of Ministers upon the recommendation of the Board of Directors.

Article (36)

Incentives for Specialized Zones

Subject to the provisions of this law and what is stated therein regarding the Specialized Zones, the incentives related to the Specialized Zones shall be regulated by an Incentive Package Contract issued by the Council of Ministers upon the recommendation of the Board of Directors.

Article (37)

Additional Incentives

- 1- The Agency may issue an Incentives Package Contract containing additional incentives for any sector covered by General Incentives either the Investment Enterprise is inside or outside the Industrial Parks and Zones.
- 2- Every Investment Enterprise that is not mentioned in this Decree-Law shall benefit from the Incentives Package Contract in case the Board of Directors has approved concluding a contract in this regard.

Article (38)

Incentives Package Contract

Without prejudice to the General Incentives mentioned in this Decree-Law, the Agency may conclude an Incentive Package Contract to be submitted to

the Council of Ministers for approval, through which the Investment Enterprise takes benefits of tax and non-tax incentives specified in this Contract, provided that all terms of the Contract are fulfilled. The Incentive Package Contract may include Investment Enterprises, whether they are inside or outside the Industrial Parks and Zones, in which additional incentives are granted that are not mentioned in this Decree-Law, or extension of the periods of tax incentives granted pursuant to the provisions of this Decree-Law based on the requirements of the public interest and according to the areas of work of the enterprise, its geographical location, or strategic enterprise for public interest or promoting investment in development-priority areas or supporting scientific research and transfer knowledge and information technology or partnership projects between the public and private sectors or supporting projects of renewable and alternative energy technologies and sources, or the extent to which the enterprise contributes to increasing exports or creating job opportunities or advancing development or transferring knowledge or supporting research and development, or for the purposes of promoting public utility services, or any enterprises approved by the Board of Directors.

Article (39) **Fixed Asset Exemption**

Fixed Assets of Investment Enterprises are granted the following exemptions:

- 1- The Fixed Assets of the Enterprise shall be exempt from customs and taxes and shall be entered within a period specified by the Agency's resolution to approve the lists of Fixed Assets of the Enterprise. The Agency shall have the right to extend this period if the nature and volume of work of the Enterprises requires that.
- 2- The imported spare parts of the Enterprise shall be exempt from customs and taxes, provided that the value of the spare parts shall not exceed 15% of the value of the Fixed Assets and provided that these spare parts are entered or used in the Enterprise within a period specified by the Agency from the date of commencement of production or operation and by a resolution of the Agency approving the lists and quantities of spare parts.

- 3- Fixed Assets necessary for the expansion, development or modernization of the Enterprise shall be exempted from customs and taxes if this results in increased productivity approved by the Agency.
- 4- The increase in the value of Fixed Assets imported for the Enterprise shall be exempted from customs and taxes if the increase is the result of higher prices of such assets in the Country of origin, higher freight rates or a change in the transfer price.

Article (40)

Customs Entitlement on Exempted Fixed Assets

If it is found that all or some of the exempted Fixed Assets have been sold or used for purposes other than those authorized in the Investment Enterprise, the Enterprise shall pay all customs and taxes arising therefrom in accordance with the provisions of the Decree-Law and regulations in force.

Article (41)

Sale of Exempted Fixed Assets

- 1- An Investor has the right to sell or waive the exempted Fixed Assets to another Investor benefiting from the provisions of this Decree-Law provided that the Agency agrees that such assets be used in the Investment Enterprise.
- 2- The Investor has the right to sell the exempted Fixed Assets to any person or Enterprise not benefiting from the provisions of this Decree-Law provided that the Agency is informed and paying the taxes and fees due thereon.

Article (42)

Transferring the Enterprise to a New Owner

- 1- The Enterprise benefiting from investment incentives can be duly transferred without restrictions to a new owner as long as it continues to operate the Enterprise as an existing investment provided the Agency approves that.
- 2- The new owner of a transferred Enterprise can benefit from investment incentives as long as he continues to operate the Enterprise as an existing investment.

Article (43)
Changing the Legal form of Companies

Merging and incorporated companies and Enterprises, and companies that are divided, or whose legal form is changed, shall enjoy the exemptions prescribed for them before merger, division or change of the legal form until the expiration of the period of exemption. Merger, division or change in legal form do not entail any new tax exemptions after the Agency's approval.

Article (44)
Enterprise Transfer

Its permissible to transfer an Investment Enterprise from geographical area to another provided that the Agency grants approval on such transfer and determines the transfer terms.

Article (45)
Incentives Cancellation

- 1- The Agency may cancel the Investor Certificate if it finds that the Investor provided the Agency with false information about the proposed investment, and such information influenced the Agency's resolution to confirm the investment as an investment qualified for the incentives or if the Investor hides from the Agency information affecting the resolution of the Agency to confirm the investment as an investment qualified for incentives.
- 2- The Board of Directors shall have the right, in the event that the Enterprise violates the provisions of this Decree-Law, or does not comply with the conditions and objectives specified into, to take measures according to the seriousness of the violation, the circumstances of its commission, and the extent of the damage to the national economy. The Board of Directors then shall have the right to either shorten the period of exemptions or cancel them all, or cancel the approval on the Investment Enterprise.
- 3- The Investor has the right to appeal the Agency's resolution before the competent court.

Chapter 8

Rights and Obligations of Licensed Enterprises

Article 46

Rights of Licensed Enterprises

- 1- Subject to the rights set out in any other legislations, Licensed Entrepreneurs shall be free to determine the price of their production and services, to bring the services and goods required for them from inside or outside the Country and have the freedom to sell their Enterprises.
- 2- The Board of Directors may, after obtaining the approval of the Council of Ministers, directly sell land and buildings to the owner of the Licensed Enterprise in Industrial Parks and Zones or by rent-to-own.

Article (47)

Licensed Enterprises Owners' Obligations

Owners of the Licensed Enterprises are committed to:

- 1- Limiting their activities described in the license specified in the Initial Certificate to Operate in the Industrial Parks and Zones.
- 2- Submitting any documents, records or accounts to the Agency if requested to do so to conduct any statistical operations.
- 3- Complying with any instructions or regulations developed to operate the operation in the Industrial Parks and Zones.
- 4- Notifying the Agency in writing of the owner's decision to liquidate and terminate the Enterprise at least three months before the date of execution of the liquidation or termination resolution.

Article (48)

Applying the Legislations

1. All relevant and legislations in force apply to the Licensed Enterprise, particularly the environmental and health legislations must be considered.

2. Licensed Enterprises which are operating in the Industrial Parks and Zones are excluded from the application of the provisions of the Landlords and Tenants Law. The provisions of the Landlords and Tenants Law does not apply to lease and leasing contracts pertaining to the developer or owners of Licensed Enterprise, and none of them enjoys any legal protection under the lease contract.

Article (49)
Ceasing the Operations of Licensed Enterprise
and Violations of the Decree-Law

1. If the owner of Licensed Enterprise ceases operating for a period of three months without justification and/or violates the provisions of this Decree-Law, the Agency may take the following procedures against the breaching Licensed Enterprise:
 - A. Cancel any approval issued by the Agency for the breaching Licensed Enterprise and issuing a written notice to evacuate the occupied site according to the period specified by the Agency in the notice of eviction.
 - B. In case the owner of the Licensed the Enterprise does not evacuate as requested in the Agency's written notice, the owner shall be committed to pay daily compensation of 500 JD per day or the equivalent of the currency in circulation starting of the end of the said notice until evacuate the occupied site.
 - C. Issuance of an urgent order by the competent court to stop the Licensed Enterprise of working and place a precautionary seizure on all equipment and materials of the Enterprise and all movable and immovable property related to the Enterprise, the lawsuits filed by the Agency, or the Developer against any Licensed Enterprise in the Industrial Parks and Zones shall take the urgency type.
 - D. In case the Licensed Enterprise causes any damage, the Agency may remove such damage at the expense of the owner of the Licensed Enterprise, without prejudice to any right of any other harmed person for compensation.
2. The movable and immovable property of the Licensed Enterprise shall be considered as a guarantee to pay off the Agency's dues and compensation due to it.

Chapter 9 Settlement of Disputes

Article (50) Dispute Settlement Methods

- 1- Without prejudice of the right of litigation, any dispute arising between the Investor and the Agency or any one or more State's institutions relating to the interpretation or application of the provisions of this Decree-Law, may be settled amicably without delay through negotiations between the disputing parties.
- 2- The disputing parties shall, if the negotiations fail to settle the dispute, have the right to refer the dispute to independent arbitration in accordance with an agreement defining the terms and conditions of arbitration subject to the provisions of the arbitration law in force.
- 3- Any of the disputing parties may resort to the competent Palestinian courts if they could not agree on the arbitration process.

Article (51) Application of the Provisions of this Chapter

The provisions of this Chapter shall apply to disputes arising between Investors on one side and the Agency and State's institutions on other side with respect to the rights and obligations set forth in this Decree-Law or with respect to the application and interpretation of the provisions of this Decree-Law.

Chapter 10 Penalties

Article (52) Violating the Provisions of this Decree-Law and the Relevant Legislations

- 1- Without prejudice to any more severe penalty prescribed in any other law, anyone who breaches the provisions of this Law or any regulation or resolution issued thereunder or anyone who breaches the provisions of the legislation governing his investment activity, including but not limited to environmental and health legislations, shall be liable to a fine of not less than Ten Thousands Jordanian Dinars and not more than One Hundred Thousands Jordanian Dinars or its equivalent in currency in circulation.
- 2- In addition to the fines set out in paragraph (1) of this Article, if the violator has made any unlawful profit because of the violation, the fine due shall be twice of the earned profit.
- 3- Each Investor enjoys exemptions and/or incentives breaches the provisions of this Decree-Law shall be liable to pay all taxes and fees incurred in addition to any other fines set forth under this Decree-Law.

Article (53) Suspension of Complaint on the Chairman Request

- 1- Based on the Chairman request, the Public Prosecution shall initiate complaint procedures result of violations to the provisions of this Decree-Law.
- 2- The Public Prosecution has the right offer reconciliation of the fines provided under this Decree-Law in coordination with the Agency prior to the issuance of a judgement in the complaint.

Chapter 11

Final Provisions

Article (55)

Investor's Social Responsibility

- 1- An Investor may allocate a percentage of his annual profits to be used for social responsibility outside the scope of his Investment Enterprise by participating in and supporting any of the following areas:
 - a) Procedures of environmental protection and improvement.
 - b) Providing services or programs in the fields of health care, social care, cultural care or other fields of development.
 - c) Training, scientific research, support of technical education or funding of research and studies.
- 2- An Investor may provide any support or participation in any other fields approved by the Agency.
- 3- The Investor's expenditure in one of the fields set out in the former paragraph shall not exceed 10% of its net annual profits of the costs and such expenditure shall be deducted from income tax.
- 4- In any event, the use of social responsibility for political, partisan, religious or discriminatory purposes is prohibited.

Article (56)

Exemptions of Incentives

Commercial enterprises, insurance companies, banks, exchange companies, real estate and real estate development projects, electricity projects generated of traditional energy sources, communications and communication services, commercial services, quarries, and quarries are excluded of the tax incentives and other incentives set forth in this Decree-Law.

Article (57)

Regulations and Instructions

The Board of Directors issues the necessary instructions for the implementation of the provisions of this Decree-Law, the Council of Ministers issues the necessary regulations for its implementation and shall be published in the Official Gazette.

Article (58)

Submission to the Palestinian Legislative Council

This Decree-Law shall be submitted to the Legislative Council at its first session for approval.

Article (59)

Cancellation

- 1- Law No. (10) of 1998 on Industrial Parks and Industrial Free Zones and its amendments shall be annulled.
- 2- The Investment Promotion Act No. (1) of 1998 and its amendments shall be annulled.
- 3- Any contradiction of the provisions of this Decree-Law shall be annulled.

Article (60)

Correction of Legal Situations

All Investors, existing Investment Enterprises and Licensed Enterprises shall correct their legal situation in accordance with the provisions of this Decree-Law within three months of the date of its entry into force.

Article (61)

Implementation and Enforcement

All competent authorities, each within its jurisdiction, shall implement this Decree-Law, and it shall enter in enforcement after thirty days of its publication in the Official Gazette.

別添 9

IPIEA コンセッション契約の 標準書式案

عقد

تطوير وتشغيل وإدارة منطقة تنموية

بين

الهيئة العامة للمدن الصناعية والمناطق الصناعية الحرة

و

شركة تطوير

الفريق الأول هيئة المناطق التنموية والمناطق الحرة

وعنوانها

ويمثلها رئيس مجلس ادارة الهيئة معالي الوزير

ويشار اليها في هذا العقد ب"الهيئة"

الفريق الثاني: شركة

شركة مسجلة لدى مراقب الشركات في وزارة الاقتصاد الوطني تحت الرقم

و عنوانها.....

ويمثلها رئيس مجلس ادارة.....

ويشار اليها في هذا العقد بالمطور

المقدمة:

حيث ان الفريق الاول يمارس المهام والصلاحيات المناطة به بموجب قانون المناطق التنموية والمناطق الحرة رقم () لسنة ... داخل حدود المناطق التنموية ومن ضمنها رسم السياسة العامة للمناطق التنموية والرقابة والإشراف على المنطقة التنموية والمنطقة الحرة، وعلى الجهات العاملة فيها وتأهيل واختيار المطورين.

وحيث قام مجلس الوزراء وبناء على تنسيب الفريق الاول بإعلان منطقة منطقة تنموية وتعيين حدودها بموجب قرار مجلس الوزراء رقم () الصادر بتاريخ

وحيث أن الفريق الثاني شركة مؤهلة للقيام بتطوير وتشغيل

وحيث أن تطوير المناطق التنموية يعتبر هدفاً استراتيجياً للفريقين لتحقيق الغاية من إنشاء المناطق التنموية من خلال تعزيز القدرة الاقتصادية في فلسطين واستقطاب الاستثمارات وإيجاد بيئة استثمارية متطورة للأنشطة الاقتصادية وذلك وفق أفضل الممارسات ومن خلال الشراكة مع القطاع الخاص المؤهل لتنفيذ مثل هذه المشاريع والاستثمار في تطوير المناطق التنموية وإدامتها وفق أحكام هذه العقد والتشريعات النافذة،

وحيث أن الفريقين يرغبان بإبرام هذه العقد تنفيذاً لأحكام القانون وبهدف تنظيم العلاقة فيما بينهما وبيان

حقوقهما والتزاماتهما بما يكفل قيام الفريقين بواجباتهم والتزاماتهم المتعلقة بتطوير المنطقة التنموية موضوع هذا العقد بما يتفق وأحكام التشريعات النافذة وشروط وأحكام هذا العقد، فقد اتفق الفريقان على الآتي:

المادة (1)

تشكل مقدمة هذا العقد والملاحق المرفقة به جزءاً لا يتجزأ من العقد وتُقرأ معه كوحدة واحدة لكافة الغايات والمقاصد.

المادة (2)

تعريفات

يكون للعبارات التالية المعاني المخصصة أدناه ما لم تدل القرينة على خلاف ذلك:

القانون: قانون المناطق التنموية والمناطق الحرة رقم ()

العقد: هو عقد التطوير والتشغيل هذا الموقع بين الهيئة والمطور لإنشاء وتطوير

وتشغيل وإدارة المنطقة التنموية.

الوزير: وزير الاقتصاد الوطني / رئيس مجلس إدارة الهيئة.

الهيئة: الهيئة العامة للمناطق التنموية والمناطق الحرة.

مجلس الإدارة: مجلس إدارة الهيئة.

المنطقة التنموية: هي المحددة جغرافياً بالملحق رقم (1) .

البنية التحتية الخارجية: مرافق البنية التحتية الخارجية المتعلقة بربط المنطقة التنموية بالمرافق

الخارجية وتشمل الشوارع المؤدية من وإلى المنطقة التنموية وطرق

المواصلات والنقل وخطوط التغذية الرئيسية للاتصالات ومرافقها وخطوط

المياه والصرف الصحي والكهرباء ، وتمديدات البنية التحتية اللازمة

اللازمة وأية خدمات ومرافق اخرى ضرورية لإدارة وتشغيل المنطقة

التنموية.

البنية التحتية الداخلية: كافة الاموال غير المنقولة والإنشاءات والعقارات بالتخصيص الموجودة ضمن

المنطقة التنموية وخارج حدود الوحدات الواقعة ضمنها والمخصصة لخدمة

المنطقة التنموية بشكل عام وتمكين شاغليها من استيفاء المنفعة العامة من

الوحدات التي يشغلونها ضمن المنطقة التنموية ، وتشمل على سبيل المثال لا الحصر على أعمال التسوية وإنشاء شبكات الطرق والمياه والصرف والكهرباء والغاز والاتصالات وإطفاء الحريق وشبكات اجهزة المراقبة ومحطات الغاز الطبيعي والبترو ل والطاقة البديلة ومحطات التنقية ونحو ذلك من مرافق المنطقة التنموية بشكل يتوافق مع عقد التطوير ، وأية منشآت أو عقارات وخدمات أخرى يمكن أن تيسر عملية تشغيل المنطقة التنموية.

الخطة الرئيسية (Master Plan) : الخطة التفصيلية والإستراتيجية المعدة من قبل جهة متخصصة في

هذا المجال ومتوافق عليها من قبل طرفي هذا العقد (الهيئة والمطور) وتتماشى مع الشروط المرجعية التي تعتمدها الهيئة لإجراء عقود التطوير، والتي تصف كتابة وبالرسوم الهندسية والمخططات والخرائط ذات العلاقة، المفهوم التطويري الشامل للاستخدام المخطط له لمشروع.....وفقا للملحق رقم (2).

الخدمات الأساسية:

وتضم الكهرباء والمياه والصرف الصحي والطرق وإطفاء الحريق والأمن والاتصالات السلكية واللاسلكية ومحطات البترول والغاز والطاقة الشمسية/البديلة وإدارة النفايات الصلبة غير الخطرة ومحطة التنقية وأية خدمات ومرافق أخرى يمكن أن تبرز الحاجة لها لتطوير وإدارة وتشغيل المنطقة التنموية .

دراسة الجدوى (Feasibility study) : هي دراسة يقوم بها المطور ليتمكن من تنفيذ المنطقة التنموية ونجاحه، وتوضح الاستثمارات المطلوبة، والعائد المتوقع والمؤثرات الخارجية على المنطقة التنموية، مثل تشريعات الدولة، والمنافسة والتطور التقني والفني، وتشمل دراسة لكل من :جدوى أوليه،الجدوى التسويقية ،الجدوى الفنية،الجدوى المالية، الجدوى الاقتصادية، الجدوى الاجتماعية، والاثر البيئي ، الأثر المروري للمشروع، تحليل الحساسية للمشروع دراسة المخاطر والتحديات، دراسة تخفيض المخاطر .

القوة القاهرة: هي عبارة عن حدث غير متوقع الحدوث خارج عن إرادة الأطراف يمنع هذه الأطراف من أداء أي من التزاماتها بموجب هذا العقد.

خطة الأعمال (Business Plan): وثيقة مكتوبة ومعدة من المطور، وله حق الاستعانة بجهة ذات خبرة، تصف بالتفصيل كيف يمكن لعمليات التطوير، والإدارة، والتشغيل والصيانة أن يتم تمويلها بحيث تحقق أهداف المنطقة التنموية وتتضمن كل من الموازنة التفصيلية والتمويل الحالي والمتوقع وتحليل السوق ومتطلباته وإستراتيجية السوق.

خطة التطوير: هي الخطة التي تشمل إستراتيجية التطوير والتشغيل والادارة والصيانة لمدة 2-3 سنوات.

الخطة الأمنية:

هي الخطة الواجب اتباعها للحفاظ على أمن وسلامة المنطقة التنموية وكل المرفقات المتواجدة فيها وإتباع الإجراءات والخطط اللازمة لها بعد الموافقة عليها من الهيئة .

خطة المرور والحركة للبضائع والأفراد هي الدراسة التي تعالج حجم المرور المتولد نتيجة تطوير وتشغيل المنطقة التنموية على الطرق المجاورة لها، بحيث تقلل الازدحامات المرورية والحوادث نتيجة المرور المتولد عن المنطقة التنموية وتحقق الامان المروري على الطرقات.

المادة (3)

يتفق الفريقان انه في حال صدور قرار من مجلس الوزراء بتوسعة المنطقة التنموية المشمولة بأحكام هذا العقد فتبقى بنود وأحكام هذا العقد سارية المفعول فيما يتعلق بإدارة وتطوير المنطقة التنموية وتوسعتها على أن يتم تقديم الوثائق الخاصة بالتوسعة.

المادة (4)

لمجلس ادارة الهيئة التنسيب الى مجلس الوزراء بإنشاء ما يراه مناسباً من مناطق تنموية جديدة في أي موقع في فلسطين وله اسناد تطوير تلك المناطق التنموية الى من تراه مناسباً من مطورين وفقاً لأحكام القانون.

المادة (5)

1. تكون مدة هذا العقد () سنة، قابلة للتجديد...بناء على طلب المطور وموافقة الهيئة ومصادقة مجلس الوزراء، واستنادا للتشريعات السارية وتعديلاتها.
2. يسري هذا العقد من تاريخ مصادقة مجلس الوزراء عليه.

المادة (6)

1. يلتزم المطور بدفع اية ضرائب ورسوم تفرض بموجب التشريعات السارية وتعديلاتها.
2. يلتزم المطور بدفع مبلغ () من دخله الاجمالي السنوي الى الهيئة.
3. في حال عدم قيام المطور بدفع الرسوم والمستحقات المالية للهيئة في الوقت المحدد، للهيئة الحق في الحصول على غرامة تأخير بنسبة 9% شهرياً على المبالغ المتأخرة، من وقت الاستحقاق حتى السداد التام.

المادة (7)

كفالة حسن التنفيذ

1. يلتزم المطور بتقديم كفالة بنكية بقيمة () ووفقا للصيغة التي تحددها الهيئة.
2. تكون الكفالة المشار اليها في الفقرة اعلاه ضامنة لتنفيذ المطور لكافة الالتزامات المترتبة عليه بموجب هذا العقد وملحقاته.
3. يجوز لمجلس ادارة الهيئة تسهيل قيمة الكفالة البنكية أو أي جزء منها في حال اخل المطور بالوفاء بأحد التزاماته المنصوص عليها في هذا العقد وملاحقه أو لتغطية قيمة الغرامات المترتبة على المطور نتيجة تطبيق الاحكام المتعلقة بالشروط الجزائية المنصوص عليها في ملحق هذا العقد أو

لتغطية أية التزامات مالية تنشأ في ذمة المطور للهيئة، وذلك بعد قيام الهيئة بإخطار المطور كتابيا ومنحه مهلة زمنية تحددتها الهيئة لإصلاح المخالفة.

4. يقوم المطور بتقديم كفالة / كفالات جديدة في حال تم تسييل قيمة الكفالة الأصلية.

المادة (8)

التزامات المطور

يلتزم المطور والمشغل بتطوير المنطقة التنموية وتشغيلها وصيانتها، وفقاً لما يأتي:

1. تحمّل ودفع جميع المصاريف والنفقات المترتبة على تطوير وتشغيل المنطقة التنموية وإنشاء البنية التحتية الداخلية وصيانتها والأعمال الادارية المتصلة بذلك.
2. يلتزم المطور بالشروط والمواصفات والمعايير والمتطلبات المنصوص عليها في التشريعات السارية وشروط الرخص والاذونات الصادرة عن الوزارات والمؤسسات ذات العلاقة، عند تنفيذه اعمال التطوير وإنشاء البنى التحتية وتشغيل المنطقة التنموية.
3. تمكين موظفي الهيئة من الدخول إلى المنطقة التنموية ومرافقها لأغراض الرقابة والتأكد من التزامه بشروط العقد والرخص والاذونات الصادرة عن الجهات الرسمية.
4. يلتزم المطور بتقديم دراسة الجدوى للهيئة خلال () ستة اشهر من تاريخ سريان العقد، لدراستها والمصادقة عليها.
5. يلتزم المطور بإعداد الخطة الرئيسية (master plan التفصيلية) خلال () شهور من تاريخ سريان العقد.
6. يلتزم المطور بإعداد خطة الاعمال (Business Plan) وتقديمها للهيئة خلالمن تاريخ اعتماد الهيئة للخطة الرئيسية (master plan التفصيلية).

7. يلتزم المطور بتقديم خطة المرور والحركة للبضائع والأفراد للهيئة خلال () من تاريخ المصادقة على الخطة الرئيسية (master plan التفصيلية).
8. يلتزم المطور بإنجاز البنية التحتية الداخلية للمرحلة الأولى للمشروع خلال..... من تاريخ اعتماد الخطة الرئيسية (الماستر بلان التفصيلية) ودراسة الجدوى والتي ستقام على المساحة التي يحددها مجلس إدارة الهيئة وذلك حسب قائمة المواد المرفقة والمواصفات والمعايير المذكورة في الملحق رقم (3) والملحق رقم (7) في عقد التطوير هذا دون تعديل أو تغيير إلا بموافقة الهيئة الختية.
9. يقوم المطور عند بدء سريان هذا العقد بإعداد الدراسات اللازمة والفحوصات الطبوغرافية والبيئية والامنية والهيكل التنظيمي وذلك لتقديم خطة المرور والحركة للبضائع والأفراد للهيئة خلال () شهر من اعتماد الخطة التفصيلية, والعمل على تنفيذها داخل المنطقة التتموية ومساعدة الهيئة على تنفيذها خارج المنطقة التتموية .
10. يلتزم المطور بإعداد خطة تفصيلية لتسويق وترويج المنطقة التتموية والمشاريع الاقتصادية فيها بهدف الترويج لها وجذب المستثمرين لجميع الأنشطة فيها وتقديمها الى الهيئة للموافقة عليها وذلك خلال مدة () من تاريخ سريان العقد. على ان تتضمن خطة التسويق جدولاً زمنياً محدداً للتنفيذ، وقيمة المبالغ السنوية التي يلتزم المطور بانفاقها لتنفيذ هذه الخطة .
11. يلتزم المطور بتنفيذ خطة التسويق وفقاً للجدول الزمني المحدد فيها وتغطية كافة النفقات المترتبة على ذلك.
12. يلتزم المطور بتحديث الخطة التطويرية للمنطقة التتموية كل ()متضمنة الخطة التسويقية وتقديمها للهيئة لدراستها والمصادقة عليها.

13. يقوم المطور بإعداد تعليمات داخلية عامة (تعليمات داخلية) تحكم علاقته مع المشاريع الاستثمارية وتنظم العمل اليومي في المنطقة التنموية وترفع للهيئة للموافقة عليها، على أن تتوافق هذه التعليمات مع التشريعات السارية وعقد التطوير ومع الشروط المرجعية المذكورة في الملحق رقم (4) من العقد ، ويعتبر أي عمل أو إجراء تعليمات فردية تخالف التعليمات العامة، باطلة ولاغية، ويتحمل المطور في هذه الحالة وحده مسؤولية النتائج وأي ضرر يترتب عن أي انتهاك، ولا يجوز للمطور تعديل أو تطوير هذه التعليمات الداخلية الا بعد الحصول على الموافقة الخطية المسبقة للهيئة على هذه التعديلات.

14. يلتزم بالحفاظ على البنية التحتية الداخلية وتشغيلها وإدارتها وصيانتها وعلى نفقته الخاصة بشكل دوري لضمان عملها بصورة جيدة، وتقديم تقارير خطية ربعية حول وضع البنية التحتية الداخلية وحول الإجراءات التي اتخذها ضمن صيانتها الدورية والوقائية وغيرها.

15. يلتزم المطور بالحفاظ على كل عنصر من عناصر البنية التحتية الخارجية التي منحه الهيئة حق تشغيلها وإدارتها وصيانتها بشكل دوري لضمان عملها بكفاءة عالية وتقديم تقارير خطية ربعية للهيئة بحالتها وأعمال الصيانة التي تمت لها من خلال الاتفاق بين المطور وجهات ذات الاختصاص

16. لا يجوز للمطور إلغاء خدمات أساسية متعلقة بأي مشروع استثماري دون مسوغ أو سبب قانوني وبدون موافقة الهيئة الخطية، طالما أن هذا المشروع الاستثماري يلتزم بكافة الشروط المتفق عليها مع المطور، وإذا تبين أن المطور قام بإلغاء خدمات أساسية تتعلق بأي مشروع استثماري دون مسوغ أو سبب قانوني، فإن الهيئة سوف تفرض على المطور دفع تعويض أية أضرار أصابت أي مشروع استثماري.

17. يلتزم المطور بإنشاء وتشغيل البنية التحتية الداخلية ومرافق الخدمات العامة وصيانتها وتوفير جميع الخدمات الأساسية كتوفير كميات الكهرباء والمياه وخدمات الصرف الصحي والغاز ومحطات **التنقية للصرف** الناتج عن المصانع والطرق والاتصالات،.....الخ واللازمة للمشاريع داخل المنطقة التنموية وبيع هذه الخدمات للمستفيدين داخل المنطقة التنموية بأسعار يضعها المطور بالتوافق مع الهيئة وبالتنسيق مع جهة الاختصاص وفقاً للتشريعات السارية.
18. يلتزم المطور بإنشاء وتشغيل وصيانة نظام لمقاومة الحريق ونظام لإدارة النفايات الصلبة غير الخطرة في المنطقة التنموية وفقاً للمعايير البيئية المنصوص عليها في التشريعات السارية، يعتمد من جهات الاختصاص والهيئة، أصولاً، ويتم في حال وجود نفايات صلبة خطرة بإنشاء نظام لإدارتها بالتنسيق مع الجهات ذات الاختصاص.
19. يقوم المطور بالحصول على الرخص والأذونات اللازمة من الجهات ذات الاختصاص بما فيها الهيئة، لتزويد خدمات الكهرباء والمياه والصرف الصحي والنفايات الصلبة والاتصالات والغاز والنقل والمواصلات لجميع مرافق المنطقة التنموية وفقاً للتشريعات السارية.
20. يلتزم المطور بتوفير المباني والمرافق اللازمة لموظفي الهيئة ذوي العلاقة والمؤسسات الحكومية ذات العلاقة، أسوة بموظفي شركة المطور، وعلى سبيل المثال لا الحصر، توفير الكهرباء والمياه والاتصالات والانترنت والنظافة والأثاث ويستترشد بما جاء في الملحق رقم (6) بهذا الخصوص، وتكون مزودة بكافة الخدمات اللازمة، وبدون مقابل.
21. يحافظ المطور على سلامة وأمن المنطقة التنموية من خلال أنظمة الأمن والسلامة والحماية سواء مباشرة أو من خلال التعاقد مع شركة متخصصة ومرخصة حسب الأصول والقانون، وذلك من

تاريخ سريان العقد هذا وفقاً للشروط المتفق عليها مع الهيئة، وإغلاق المنطقة بأسوار يتم الاتفاق على مواصفاتها في ملحق خاص لهذا العقد، وحصرها كمنطقة مغلقة حسب ما هو مبين في الملحق رقم (3) بشرط أن تضم إجراءات السلامة الحد الأدنى من الشروط المرجعية الواردة في الملحق رقم (5) من عقد التطوير، وفي حالة عدم وفاء المطور بالتزامه المنصوص عليه في هذه الفقرة ، يجوز للهيئة استئجار شركة متخصصة ومرخصة للقيام بحفظ السلامة والأمن داخل المنطقة التنموية وعلى نفقة المطور، ويتحمل المطور وحده نتائج انتهاك هذا البند.

22. يلتزم المطور بشروط تصميم المباني والشروط الفنية ومتطلبات السلامة العامة التي تضعها الهيئة بالتنسيق مع الجهات ذات العلاقة، كما يلتزم بالمعايير البيئية وفقاً للتشريعات النافذة.

23. يلتزم المطور بتعليمات الصحة والسلامة المهنية في جميع مراحل العمل وفقاً للتشريعات السارية.

24. يقوم المطور بالزام المستثمرين في المنطقة التنموية بتركيب وحدات معالجة أولية إذا كانت مياه الصرف الصحي غير مطابقة للمواصفات المعتمدة من جهات الاختصاص ووفقاً للتشريعات السارية، وبتركيب وحدات معالجة للنفايات الصلبة الخطرة. كما يقوم المطور بمراقبة مدى مطابقة مياه الصرف الصحي الخارجة من المشاريع للمواصفات والمعايير المعتمدة، وإبلاغ الجهات المختصة في حال كانت غير مطابقة لاتخاذ المقتضى القانوني بحقهم.

25. يلتزم المطور بتأمين المنطقة التنموية تأميناً شاملاً ضد جميع المخاطر.

26. يتحمل المطور المسؤولية عن الأضرار التي تلحق بالغير بسبب تنفيذ النشاطات والأعمال المتعلقة بتطوير وتشغيل وصيانة المنطقة التنموية والأضرار التي يلحقها العاملون لديه بالغير أثناء فترة التطوير والتشغيل والصيانة.

27. يلتزم المطور بإجراء كافة الدراسات الضرورية لإتمام المنطقة التنموية، ويحق له في سبيل ذلك

الاستعانة بجهة مختصة ذات خبرة توافق عليها الهيئة، على النحو الآتي:

أ. دراسة الجدوى (Feasibility study)

ب. الخطة الرئيسية (ماستر بلان Master plan)

ج. خطة الأعمال (Business Plan)

د. إعداد الخطة التنفيذية والمراحل التطويرية للمشروع (Action Plan).

هـ. المخططات والدراسات الهندسية التنفيذية لكافة الأعمال والأنشطة بما في ذلك:

المعمارية، والإنشائية، والكهربائية، والميكانيكية والبيئية.

و. الهيكل التنظيمي والخطة التطويرية لشركة المطور.

ز. إعداد الدراسات المطلوبة التي تستعرض وتظهر أية تغييرات مستقبلية في خطة

العمل والتي تلائم المنطقة التنموية ومرفقة مع الميزانية المالية الخاصة بها.

ح. التغييرات المستقبلية لهذه الدراسات يتم إرفاقها مع عقد الامتياز بعد الحصول على

موافقة الهيئة.

ط. إعداد الدراسات الجيولوجية والهيدرولوجية المطلوبة.

المادة (9)

للمطور، وبعد الحصول على الموافقة الخطية المسبقة من الهيئة أن يؤجل تنفيذ التزاماته لأي

من مراحل تطوير المنطقة التنموية في حال قدم مبررات مقنعة للهيئة كحدوث تغييرات جوهرية

أثرت على إمكانية تنفيذ أي من المراحل.

المادة (10)

لغايات هذا العقد ، يقصد بإدامة الخدمات في المنطقة التنموية كافة الاعمال اللازمة بشكل عام لانتفاع المستثمرين في المنطقة التنموية، وتشمل بصورة خاصة الاتي:

1. تشغيل ما يلزم من محطات التنقية أو الابار.
2. صيانة البنى التحتية.
3. انارة الشوارع والمساحات والحدائق.
4. النظافة وجمع النفايات ونقلها والتخلص منها.
5. منع المكارة أو ازلتها .
6. البستنة والمحافظة على الاشجار والمساحات الخضراء.
7. ازالة الانقاض.
8. مكافحة القوارض والحشرات.
9. التأمين على المنطقة التنموية والبنى التحتية الخاصة بها والمرافق العامة فيها ضد كافة الاخطار .

المادة (11)

1. يلتزم المطور بتنفيذ الاعمال اللازمة لإدامة الخدمات في المنطقة التنموية وفقا للاشتراطات الفنية التي تحددها الهيئة ووفقا للتشريعات السارية.
2. للهيئة الحق في الاشراف على تنفيذ اعمال ادامة الخدمات للتحقق من تنفيذها.

3. في حال عدم قيام المطور بتقديم وإدامة الخدمات وفقا لأحكام هذا العقد لاي سبب كان، او تنفيذها بشكل يخالف الاشتراطات الفنية التي تحددها الهيئة و التشريعات السارية، يجوز للهيئة اجراء ما تراه مناسباً لضمان استمرارية هذه الخدمات وعلى نفقة المطور.

4. لا يجوز للمطور استيفاء بدل خدمات من المستثمرين في المنطقة التنموية طيلة فترة توقفه عن ادائها او من تاريخ استلامه كتابا بهذا الخصوص من الهيئة.

المادة (12)

يقوم المطور بتحديد كلفة ادامة الخدمات في المنطقة التنموية (على أن لا تزيد عن الكلفة التعاقدية لإدامة الخدمات مضافا اليها مصاريف ادارية للمطور بما لا يزيد عن 10% من هذه الكلفة) ، وتوزيعها على المستثمرين في المنطقة التنموية بشكل عادل يراعي فيه مبدأ النسبة والتناسب وفق آلية يتم التوافق عليها من قبل الهيئة بشكل مسبق.

المادة (13)

المحاسبة والتقارير السنوية

1. يقوم المطور بالحفاظ على سجلات محاسبية مفصلة حول الإيرادات والمصاريف والموجودات والمطلوبات المتعلقة بتطوير المنطقة التنموية، والتي تسهل حق الهيئة في مراقبة الحسابات المالية والإيرادات من خلال نظام التقارير المبين أدناه، وكذلك من خلال الطرق الأخرى المتوفرة بموجب القانون.

2. يقوم المطور بتزويد الهيئة بتقرير مالي سنوي مدقق عند نهاية السنة المالية للشركة، وكذلك الميزانية السنوية للعام القادم، خلال فترة لا تتجاوز الثلاثين من نيسان من كل عام، وذلك للمراجعة

والمصادقة عليهم من قبل الهيئة، ولهذه الغاية يجب على المطور أن يقوم بتعيين شركة تدقيق حسابات قانونية مرخصة توافق عليها الهيئة، ، ويجب أن يحقق التقرير المالي السنوي المعايير المالية العالمية والتي تضم الآتي:

أ. وصف شامل للمشروع يشمل تفاصيل عن المصروفات، الواردات، الموجودات، المطلوبات في نهاية السنة المالية.

ب. تطور المنطقة التنموية وتقرير التدفق المالي النقدي الشامل في نهاية السنة المالية.

ج. قائمة بعقود الإيجار الموقعة لقطع الأراضي المؤجرة ومساحات البناء، إضافة إلى جميع الاتفاقيات الأخرى التي تمت خلال السنة.

د. تقرير بتقديم العمل ووضع البنية التحتية الداخلية للمشروع في نهاية السنة المالية.

هـ. قائمة بجميع المباني القائمة بالإضافة إلى الاهتلاك في قيمة المباني الجاهزة.

و. تقرير حول أعمال الصيانة والبنية التحتية الداخلية وصيانة المباني وأعمال التحديث التي تمت خلال السنة المالية.

ز. جدول زمني تقديري لإنهاء المطور للمهام والواجبات المتفق عليها ووضعها الحالي بها.

ح. تقرير حول الوضع الحقيقي والوضع المالي في نهاية السنة، مقارنة مع التوقعات المسبقة والتنبؤات للسنة التالية، مع بيان قائمة الدخل موضحا فيها إجمالي الدخل.

3. يلتزم المطور في أن تتوافق بياناته المالية مع الخطة التنفيذية الموافق عليها من قبل الهيئة، وفي

حال عدم الالتزام بها يقدم مبررات مقنعة للهيئة وتعرض على مجلس إدارة الهيئة لإتخاذ الاجراء اللازم.

المادة (14)

الموازنة السنوية المتوقعة

1. يقوم المطور بإعداد تقارير حول الوضع المستقبلي للمنطقة التنموية ويرفعها للهيئة، وتشمل: تحديث

التقارير المالية المتوقعة، وتضم إيرادات ومصاريف المشاريع التطويرية التي يشملها العقد، عقود

تأجير الأراضي والمساحات المقام عليها البناء، تكاليف المباني والأعمال، إضافة إلى بيان بالتدفقات

النقدية المتوقعة تماشياً مع الخطة التمويلية، على أن تضم هذه التقارير الآتي:

أ. المصاريف (النفقات): تشمل على سبيل المثال رسوم الأراضي المستأجرة، تكاليف

تركيب المعدات التي سيدفعها المطور و/أو المشغل و، والتكاليف المترتبة على

النشاطات المسموح بها والمطلوبة، والتعويضات والفوائد وغيرها من المصاريف

المالية، بالإضافة إلى تكاليف التشغيل والامتيازات.

ب. الإيرادات: تشمل على سبيل المثال التأجير والرسوم والفوائد المترتبة وغيرها من

الإيرادات المالية والرسوم الإدارية وبدل الخدمات التي يقدمها المطور داخل

المنطقة التنموية.

ج. بيان التدفقات النقدية المتوقعة وخطة التمويل والاحتياطات النقدية أو العجز،

وقيمة الاقتراض وآلية التحصيل والتسديد.

المادة (15)

تشغيل المنطقة التنموية

1. يقوم المطور بتشغيل المنطقة التنموية خلال فترة () من تاريخ سريان هذا العقد وبعد استيفاء المتطلبات الواردة في هذا العقد وملحقاته وتنفيذ تعليمات الهيئة بالخصوص كحد أقصى () ، وتقوم الهيئة بالتحقق من جاهزية البنية التحتية الداخلية والخارجية للمدينة الصناعية، وتصدر شهادة تشغيل معتمدة على النماذج الخاصة بذلك عند انتهاء المطور من تطوير المنطقة التنموية.

2. إذا ثبت أن المطور لم يفِ بكامل إلتزاماته المنصوص عليها في هذا العقد أو أي التزام آخر ينبثق عن هذا العقد، فإنه يحق للهيئة تأخير تاريخ التشغيل لمدة ثلاثة أشهر قابلة للتجديد، ويتم إخطار المطور بذلك مع بيان أسباب ومسوغات التأخير.

3. في حال قام المطور بإصلاح وتصويب أوضاعه وفقاً للأسباب والمسوغات الواردة في الاخطار المذكور في البند (2) أعلاه، وتقوم الهيئة بالتأكد من تصويب اوضاعه وعليه تصدر الهيئة شهادة التشغيل .

المادة (16)

حق المطور في توقيع العقود

1. للمطور صلاحية توقيع عقود مع مقاولين، مشغلين او متعهدين أو شركات استشارية أو إدارية مؤهلين ماليا وفنيا ، وذلك لغايات لتنفيذ أي دراسة او عمل من اعمال تطوير المنطقة التنموية أو لتسهيل عمله أو للقيام باعمال تسويقية وترويجية للمنطقة التنموية أو لإدارة الخدمات أوفيها ، و يبقى المطور وحده مسؤولا تجاه الهيئة.

2. يقوم المطور بتوقيع اتفاقيات مع شركات الاتصالات السلكية واللاسلكية المرخصة لتزويد المنطقة التنموية بخدمات الاتصالات بعد موافقة الهيئة الخطية وفقاً للتشريعات السارية وتعديلاتها.
3. يقوم المطور بتوقيع الاتفاقيات الرئيسية مع الجهات الرسمية المختصة لتزويد المنطقة التنموية بخدمات الكهرباء داخل المنطقة التنموية وفقاً للتشريعات السارية وقرارات مجلس الوزراء بالخصوص.
4. يقوم المطور بتوقيع اتفاقيات مع الجهات ذات الاختصاص لتزويد المنطقة التنموية بخدمات المياه والصرف الصحي والخدمات الأساسية بعد موافقة الهيئة وحسب التشريعات السارية بالخصوص.

المادة (17)

حق التأجير

1. يحق للمطور تأجير العقار المعهود له به بموجب عقد التطوير هذا والمناطق والمرافق والمباني وكافة الأراضي المطورة في المنطقة التنموية للمستأجرين بموجب القانون وذلك بعد موافقة الهيئة على المستثمر وعلى نوعية النشاط الذي سيمارسه وخلاف ذلك لا يحق للمطور التأجير العشوائي، ضمن النماذج والمتطلبات والانشطة المصادق عليها من الهيئة.
2. يلتزم المطور بتزويد الهيئة بكل طلبات الاستثمار على نموذج معتمد من الهيئة (طلب استثمار مرفق بدراسة جدوى وشهادة تسجيل شركة).
3. يحق للهيئة مراجعة عقود الايجار المبرمة بين المطور والمستثمر قبل توقيعها والمصادقة عليها أو الغائها وتعديلها اذا كانت هناك مخالفه لانشطة الاستثمار المعتمدة أو لا تلبى متطلبات الاستثمار

خلال اسبوعين من تاريخ اعلامها وبعكس ذلك يعتبر الطلب موافقا عليه ضمنيا حسب البيانات المزودة للهيئة بناء على البند 2 اعلاه.

4. لدى توقيع عقد تأجير بين المطور والمستأجر، يتقدم كل مستأجر من خلال المطور إلى النافذة الاستثمارية بمكتب الهيئة في المنطقة التنموية للحصول على ترخيص موافق عليه من الهيئة، وعلى المطور إجراء ما يلزم لتسهيل حصول المستثمر على الرخص وذلك من خلال مراجعة الطلبات والتأكد من استكمال الوثائق والمخططات وختمها من طرفه ومن ثم إرسالها للهيئة .
5. لا يجوز للمطور في أي حال من الأحوال تأجير أية قطعة ارض من المنطقة التنموية لمشروع يقوم بنشاطات ممنوعة بموجب التشريعات السارية .

المادة (18)

نموذج عقد التأجير

- أ. يلتزم المطور بالصيغة النموذجية لعقد الايجار الموافق عليه من الهيئة وذلك في جميع العقود التي يبرمها مع المستثمرين في المنطقة التنموية.
- ب. على المطور الحصول على موافقة الهيئة على أي تعديل يجريه على الصيغة النموذجية لعقد الايجار الموافق عليه من الهيئة.
- ت. يلتزم المطور بعدم ابرام أي عقد ايجار الا بعد التحقق من ان النشاط المراد مزاولته في تلك الارض مسموح به وفقا للتشريعات السارية.

ث. . يحق لأي طرف طلب أي تعديل على نموذج عقد الايجار خطيا لتنسجم مع أية تعديلات تصدر على التشريعات السارية أو في حال اعادة التوازن المالي أو في ظل ظروف سياسية أو اقتصادية أو متغيرات طبيعية خارجة عن ارادة الطرفين من شأنها زيادة الاعباء على المطور مع ذكر مسببات ومبررات التعديل وتسليمها للطرف الاخر حسب الاصول.

ج. يلتزم اي طرف بالرد على طلب التعديل خلال فترة شهر من تاريخ الابلاغ اما بالقبول او الرفض مع ذكر الاسباب والمبررات وغير ذلك تصبح التعديلات سارية المفعول بعد انتهاء المدة المحددة للرد.

المادة (19)

تغيير مشاركة المساهمين والتنازل للغير

1. لا يحق للمطور، بشكل مباشر أو غير مباشر تغيير نسبة مشاركة المساهمين والموافق عليهم من الهيئة أو ادخال شركاء جدد دون الموافقة الخطية المسبقة للهيئة .
2. لا يجوز للمطور التنازل أو تحويل بأي صورة كانت هذا العقد أو أي حق أو سلطة مخولة له أو أي من الالتزامات المترتبة عليه بموجب هذا العقد الى الغير إلا بعد الحصول على موافقة الهيئة الخطية ووفقا للشروط التي تضعها الهيئة.

المادة (20)

1. لا يحق للمطور أن يستخدم المنطقة التنموية ومراقفها و ما عليها من منشآت ومباني ومعدات كضمان لأية التزامات مترتبة عليه أو إيقالها بأي نوع من أنواع الرهن أو وضعها تأميناً لدين أو أي نوع من المطالبات أو القيود أو الحقوق أو الحجوزات.

2. يلتزم المطور باعادة مرافق المنطقة التنموية وما عليها من منشآت ومباني ومعدات الى الهيئة خالية من اية رهونات او ضمانات لدى الغير وتسديد ما يستحق عليه من التزامات .
3. يلتزم المستثمر باعادة المرفق المؤجر وما عليه الى المطور خاليا من اية رهونات أو ضمانات لدى الغير وتسديد ما يستحق عليه من التزامات .

المادة (21)

التزامات الهيئة

1. تكون الهيئة مسؤولة عن إعداد البنية التحتية الخارجية حتى حدود المنطقة التنموية، وليس توفير الخدمات، وربطها على نفقة المطور بالبنية التحتية الداخلية من خلال نقاط ربط، ويتم تركيب عدادات قياس يتحمل المطور كلفتها لكل جزء من البنية التحتية الخارجية التي تشمل: عدادات المياه للاستعمالات الصناعية والمجاري ومياه الشرب والكهرباء والغاز وأي مواد أخرى في كل موقع داخل المنطقة التنموية تعتبر ضرورية في ذلك الموقع.
2. تلتزم الهيئة بالتنسيق مع جهات الاختصاص لتوفير قطع الأراضي الضرورية لإنشاء أو الوصول الى البنية التحتية الخارجية، وتكون الهيئة مسؤولة عن الإشراف على إنشائها وتقرير موقعها ومساحتها.
3. لا يجوز للهيئة ان تقرر أو تطلب من أي جهة وقف أو تعليق أي من خدمات البنية التحتية الخارجية بدون مبرر أو سبب قانوني اذا لم يكن المطور قد انتهك ايا من التزاماته.
4. تلتزم الهيئة بتنفيذ اعمال البنية التحتية الخارجية بما يتلائم ويتناسب مع اعمال تنفيذ البنية التحتية الداخلية وتسهيل عملية ربطها وعملها.

المادة (22)

رقابة وإشراف الهيئة

للهيئة الحق في الرقابة والإشراف إداريا وماليا وفنيا على أعمال المطور سواء كان ذلك بصورة مباشرة أو غير مباشرة، ولها في سبيل تحقيق ذلك:

1. الاشراف على تنفيذ أعمال انشاء البنية التحتية وسير أعمال التطوير للتحقق من مطابقتها

للمواصفات والمقاييس والجودة المتفق عليها او المحددة في التشريعات السارية ، وللهيئة في سبيل

ذلك الحق في دخول الى أماكن العمل ضمن ارض المنطقة التنموية ومعاينة المواد المستخدمة أو

المراد استخدامها في التنفيذ.

2. مراجعة الوثائق والتقارير التي قدمها المطور، كما يحق للهيئة طلب مزيد من الوثائق التي تكون

ضرورية لتحقيق أفضل الأنظمة للتحقق من المحاسبة.

3. يحق لموظفي الهيئة المكلفين رسميا الدخول الى المنشآت والمباني داخل المنطقة التنموية في أي

وقت، والاطلاع على الدفاتر والمستندات وجميع الأوراق المتعلقة بنشاط المطور أو المستثمرين داخل

المنطقة التنموية وتقديم التقارير اللازمة إلى مجلس الإدارة

4. يحق للهيئة بعد مراجعة التقرير السنوي المعد من قبل المطور (البيانات والحسابات) طلب إدخال

تغييرات في البرنامج المحاسبي وفقا للإجراءات التي يحددها القانون، وقد تقوم بطلب نوعية البيانات

الحسابية المستقبلية لهذه التغييرات، ويتحمل المطور كلفة هذه التغييرات طالما أنها ضمن الميزانية

الموافق عليها للمشروع.

المادة (23)

تلقي الشكاوى لدى المطور

1. يلتزم المطور بقاعدة المساواة بين المستثمرين ويقوم بإعداد سياسة خاصة بحل النزاعات وتحديثها، ويتم اعتمادها من قبل الهيئة لاستخدامها في حل النزاعات التي قد تنشأ بين المطور أو احد العاملين لديه وبين المستثمرين أو بين المستثمرين أنفسهم، وتكون هذه السياسة هي المرحلة الأولى في حل النزاعات.
2. على المطور مراعاة "حسن النية" في حل النزاعات مع المستثمرين.
3. يلتزم المطور بحفظ سجلات لهذه الشكاوى وتقديم تقرير سنوي للهيئة عنها.

المادة (24)

تلقي الشكاوى في الهيئة

1. تقوم الهيئة باستقبال شكاوى المستثمرين التي لم يتم حلها مع المطور خلال أسبوعين من تاريخ تقديمها للمطور، حيث تقوم بطلب تقرير تفصيلي من المطور حول الشكاوى يظهر رأي المطور مع التبريرات الكافية.
2. تقوم الهيئة بمراجعة هذه الشكاوى ودراستها والتحقيق فيها بأسلوب حيادي وفاعل.
3. يتوجب على كلا الطرفين، الذي تقدم بشكاوى (المشتكي) والمطور أو أحد المستثمرين الآخرين حضور الاجتماعات التي يمكن عقدها لهذا الهدف وتقديم مواقفهم وحجتهم على ذلك.
4. بعد التحقق من الشكاوى والقيام بدراستها تصدر الهيئة قرارها بالخصوص .
5. تصدر الهيئة قرارها في هذا الموضوع حسب التشريعات السارية وهذا العقد.

6. يعتبر قرار الهيئة ملزم بالنسبة للمطور والمستثمر ويجوز للمتضرر من هذا القرار الطعن به أمام

المحكمة المختصة.

المادة (25)

التعديل

يمكن تعديل هذا العقد في إحدى الحالات الآتية:

1. الموافقة الخطية من قبل الطرفين.

2. إجراء تعديل على أحكام العقد لتتسجم مع أية تعديلات تصدر على التشريعات

السارية.

المادة (26)

مخالفة أحكام العقد

1. إذا خالف المطور أحكام هذا العقد أو قصر في تنفيذ أي من التزاماته فعلى الهيئة أن تخطر

المطور بذلك طالبة منه إزالة المخالفة أو التقصير خلال مدة تحددها الهيئة لهذه الغاية لا تتجاوز

ثلاثة أشهر من تاريخ تسليم الإخطار للمطور.

2. يحق للمطور في حال باشر بإجراءات تصحيح المخالفة أن يطلب مهلة إضافية من خلال

كتاب خطي، ويتم منحه المهلة بالتوافق بين الطرفين.

3. اذا تخلف المطور عن اتخاذ الإجراءات اللازمة لتصويب المخالفة او الضرر أو عجز عن

تقديم أسباب مشروعة لعدم تنفيذه لالتزاماته فيحق عندئذ للهيئة اتخاذ الآتي:

- إلزام المطور بدفع غرامة مالية يقررها مجلس إدارة الهيئة .
 - تعيين طرف آخر للقيام بتنفيذ الالتزامات التي كان من واجب المطور القيام بها ولم يتم بتنفيذها وذلك على حساب المطور .
 - تسهيل الكفاله البنكية بقيمة تكلفة تصويب المخالفة.
1. يكون المطور مسؤولاً عن كافة الخسائر الفعلية، الناتجة عن أي انتهاك لالتزاماته.

المادة (27)

فسخ العقد

مع مراعاة ظروف القوة القاهرة، للهيئة وبعد موافقة مجلس الوزراء فسخ العقد في أي من الحالات التالية دون ان يحق للمطور المطالبة بأية تعويضات جراء الفسخ وفقاً لهذه المادة:

أ. إذا لم يباشر المطور العمل في المنطقة التنموية وفقاً للخطة الزمنية المقدمة والمعتمدة من قبل الهيئة خلال 6 شهور من اعتمادها.

ب. إذا خالف المطور أحكام هذا العقد ، في تنفيذ أي من التزاماته الجوهرية الآتية:

1. إذا رهنت الشركة المطورة المنطقة التنموية تأميناً للدين أو أي نوع من الطلبات أو القيود أو

الحقوق أو الحجزات خلافاً لنص المادة (1/20) من هذا العقد.

2. إذا خالفت الشركة نص المادة (19) من هذا العقد بالتنازل عن العقد كلياً أو جزئياً أو نقل أو تحويل أي حق أو التزام ينشأ عن هذا العقد إلى طرف ثالث أو قامت بتغيير مشاركة المساهمين في الشركة بدون موافقة الهيئة الخطية والمسبقة.
3. إذا لم يسدد المستحقات المالية المترتبة عليه للهيئة لمدة ثلاث سنوات متتالية.
4. إذا قدم المطور بيانات غير صحيحة عن إمكانياته المالية أو الفنية أو الإدارية
5. إذا لم تصادق الهيئة على دراسة الجدوى الاقتصادية المقدمة من المطور لأسباب مبررة وفقاً لأحكام هذا العقد.
6. إذا تم تكرار المخالفة من غير الواردة في هذه المادة أكثر من مرتين تصبح جوهريّة.
7. مخالفة المطور أثناء التنفيذ لمخططات المنطقة التنموية المقدمة والموافق عليها من الهيئة.
8. إبرام عقود الأيجار مع المستثمرين دون موافقة الهيئة.
9. عدم تقديم الخدمات اللازمة والضرورية للمستثمرين أو حرمان أي منهم من الاستفادة منها.
10. عدم قدرة المطور على إدارة وتشغيل المنطقة التنموية من خلال تقييم التقارير الفنية.
11. عدم وجود الطواقم الفنية والإدارية اللازمة لإدارة وتشغيل المنطقة التنموية ويجب تحديدها بعقد التطوير ككوادر بشرية لازمة أثناء التطوير و التشغيل والإدارة.
12. عدم صحة البيانات المقدمة من قبل المطور في التقارير سواء المالية أو الفنية.

المادة (28)

اسباب انتهاء العقد

1. من خلال أي اتفاق بين الهيئة والمطور في أي وقت من الأوقات إذا اعتبر الإنهاء ضرورياً نتيجة لاتفاق خطي ينظمه كلا الطرفين.
2. انقضاء مدة هذا العقد والتي تبلغ () من تاريخ سريانها ما لم يتم الاتفاق على التجديد.
3. افلاس المطور او تصفيته أو انتهاء وجوده القانوني لاي سبب من الاسباب.
4. صدور قرار من مجلس الوزراء بإنهائها.
5. فسخ العقد وفقاً لأحكام المادة (27) من هذا العقد.

المادة (29)

1. من المتفق عليه بين الفريقين أن انتهاء هذا العقد لاي سبب من الاسباب يترتب عليه الاتي:
 - أ. انتهاء اي اتفاقية أخرى تم ابرامها بين الفريقين ترتبط بهذا العقد او تم ابرامها استنادا الى هذا العقد وذلك ما لم يتفق الفريقين على خلاف ذلك.
 - ب. تتولى الهيئة مسؤولية تطوير وإدارة وتشغيل وصيانة المنطقة المحددة بموجب هذا العقد خلال أية فترة انتقالية قد تنتج عن انتهاء العقد.

ت. دون الاجحاف بحقوق الغير، تحال المنطقة التنموية أو المنطقة الحرة بكافة موجوداتها وكافة مرافق البنية التحتية بما في ذلك الشبكات الداخلية المتعلقة بالخدمات الأساسية، ومنشآت ومشاريع وموجودات المطور أو شركاته أو متعهديه إلى الهيئة، عند انتهاء عقد التطوير والتشغيل.

2. لا يؤثر انتهاء هذا العقد على الحقوق المكتسبة التي نشأت للغير خلال فترة سريان هذا العقد.

المادة (30)

القوة القاهرة

في حال أصبح أداء أي من الطرفين لأي من الخدمات غير ممكن، او تأثر بشكل كبير ومادي نتيجة لقوة القاهرة حسب التعريف الوارد في مادة التعريفات أعلاه ، فإن الطرف المتأثر لا يعتبر في هذه الحالة متقاعساً عن أي من التزاماته المذكورة .

المادة (31)

القانون الذي يحكم العقد وحل الخلافات

1. يحكم هذا العقد التشريعات السارية في فلسطين.
2. تقوم الهيئة وبالتنسيق مع المطور بتشكيل لجنة تجتمع مرة كل ثلاثة أشهر ابتداءً من تاريخ توقيع هذا العقد، لمراجعة عمليات المطور وتقييم التزامه بما تعهد به وأية معوقات قد تواجهها أعماله التجارية والقضايا ذات العلاقة والالتزام بالقوانين السائدة.

المادة (32)

التحكيم

1. اذا وقع خلاف بين طرفي العقد هذا بشأن تفسير أو تطبيق أي نص من نصوص هذا العقد أو فيما يتعلق بأي قرار أو إجراء يتخذ بمقتضاه، وتعذر تسويته بالاتفاق بين الطرفين، يحال الخلاف إلى محكم مرخص ومعتمد، يعين باتفاق الطرفين، ويجب أن يتم تعيينه خلاله شهرين من نشوء النزاع أو الخلاف ويجري التحكيم وفقا لقانون التحكيم الفلسطيني.
2. تكون لغة إجراءات التحكيم بالعربية ويكون موقع عملية التحكيم مدينة رام الله (ما لم يتفق الطرفان على غير ذلك).
3. يتم اقتسام كلفة التحكيم بشكل متساوٍ من قبل الطرفين ما لم تقرر هيئة التحكيم غير ذلك.
4. يكلف المحكم بإحالة أو إصدار قرارات مؤقتة أثناء فترة التحكيم الى حين إصدار قرار التحكيم النهائي.
5. يكون قرار المحكم النهائي قابل للاستئناف لدى المحكمة المختصة.

المادة (33)

الإخطارات

1. تكون جميع الإخطارات والتعليمات والموافقات الصادرة عن الهيئة إلى المطور، والمراسلات الموجهة من المطور إلى الهيئة خطية وترسل بالبريد أو بالفاكس أو أي أسلوب آخر متوفر ويتفق عليه بين الطرفين على العناوين الآتية:

بالنسبة للهيئة: رام لله ،

بالنسبة للمطور : رام لله،

2. يلتزم كل من الطرفين بإعلام الطرف الآخر خطياً بعنوانه الجديد في حال قيامه بتغيير عنوانه.

المادة (34)

عدم قابلية النصوص للتجزئة

يشكل هذا العقد اتفاقية غير قابلة للتجزئة ولا يقرأ نصها وكل بند أو جزء فيها بشكل مستقل كنص قابل للفصل.

المادة (35)

أحكام عامة

1. حرر هذا العقد على نسختين باللغة العربية ، تكون كل نسخة منها رسمية، وتعتمد النسخة العربية كمرجعية في حالة حدوث أي نزاع. وينطبق نفس المبدأ على جميع الإخطارات التي يتم إرسالها بموجب هذا العقد.

2. يعتبر عقد التطوير والتشغيل هذا ملزماً لطرفيه ومن يخلفهما.

3. تشكل ملاحق العقد هذا جزءاً لا يتجزأ منه، وتعتبر أية إشارة لأية مادة أو حكم من الأحكام أو بند أو

بند فرعي مرجعاً لذلك الجزء من العقد. وفي حال وجود غموض أو خلاف بين بنودها، تعطى

الأولوية كما يلي:

أ. شروط وأحكام عقد التطوير والتشغيل هذا

ب. ملاحق العقد هذا.

ج. أي وثيقة أخرى تتعلق بالمنطقة التنموية و/ أو عقد التطوير والتشغيل.

شهادة على ما تقدم، أعلن كل من الطرفين أهليته وقدرته الكاملة على إبرام عقد التطوير والتشغيل هذا عمدا وبمطلق الحرية، وتم بذلك إبرام العقد في مدينة رام الله يوم..

عن الهيئة العامة للمدن الصناعية والمناطق الصناعية الحرة الفلسطينية PIEFZA

الإسم:.....

التوقيع:.....

عن

الإسم:.....

التوقيع:.....

الملاحق

الملحق رقم (1)

ترفق الوثائق التالية وتعتبر جزءاً من الملحق:

أ. مخطط موقع (مخطط مساحي للمنطقة التنموية المقترحة).

ب. قرار مجلس الوزراء بتخصيص المنطقة التنموية

ت. قرار الرئيس بالمصادقة على استملاك الارض والخريطة التي تبين حدود المنطقة التنموية.

(إذا كانت الارض مستملكة)

الملحق رقم 2

يتم توفير الوثائق التالية وتشكل لدى توفيرها والموافقة عليها من قبل الهيئة، جزءاً لا يتجزأ من هذا الملحق وعقد الإمتياز هذا:

1. قدرات المطور المالية والفنية والإدارية (صورة عامة عن الشركة) حين توقيع العقد.
2. تأكيدات بتوفير الموارد المالية (قائمة المساهمين لدى المطور) حين توقيع العقد.
3. يتم الاتفاق بين الطرفين على الشروط المرجعية للدراسات اللازمة للمشروع حال سريان العقد
4. يتم تقديم دراسة الجدوى الاقتصادية للمشروع خلال () اشهر من سريان العقد.
5. يتم تقديم الخطة الرئيسية للمشروع خلال () اشهر من سريان العقد.
6. يتم تقديم ال Business Plan خلال () اشهر من اعتماد الهيئة للماستر بلان Master Plan
7. يتم تقديم خطة المرور والحركة خلال () من المصادقة على الماستر بلان (Master Plan)

الملحق رقم 3

مواصفات البنية التحتية الداخلية للمنطقة التنموية

1. يجب أن يبلغ ارتفاع السور الخارجي في المنطقة التنموية () سياج معدني تحدد مواصفاته من قبل الهيئة، مراعي الانحدارات وطبيعة المنطقة الجغرافية بالإضافة للأمور البيئية وحسب تعليمات الهيئة في حينه
2. تسمح البوابات للبضائع والأفراد بمرور بانسياب ودون إعاقة.
3. تقع المناطق الجمركية على المدخل والمخرج.
4. تكون ارتدادات البناء حسب التعليمات الواردة مع المخطط الهيكل المصادق عليه للمنطقة التنموية ووفقاً للتشريعات السارية.
5. يتم ضمان تركيب نظام إنارة مناسب، ويفضل أن تكون أعمدة الإنارة بالطاقة الشمسية، يغطي جميع الخدمات العامة والشوارع بحيث تكون المسافة بين كل عمود إضاءة والعمود التالي لا يزيد عن 30 متراً.
6. لا تزيد المساحة المخصصة للمصانع عن 75% من المساحة الكلية للمنطقة التنموية.
7. لا تزيد مساحات المباني ال عن 80% من المساحة المخصصة للمباني الصناعية.

8. يجب ألا تقل المساحات الخضراء عن 10% من المساحة الكلية.
9. يجب أن لا يقل عرض الشوارع الداخلية عن 20مترًا بشكل عام.
10. تكون جميع الشوارع الداخلية متصلة، ويجب ألا يكون هناك شارع بنهاية مغلقة، مع ضمان وجود خطوط طوارئ مناسبة على الشوارع وأماكن وقوف مناسبة للسيارات على جوانب الشوارع.
11. يتم غرس الأشجار على جوانب الطرق وجانب الأرصفة.
12. يجب أن يكون هناك نظام متكامل لتصريف وتخزين مياه الأمطار.
13. يجب وجود نظام إطفاء حريق معتمد من قبل الدفاع المدني.
14. يتم الاسترشاد عند تصميم شبكات ومرافق الطرق الداخلية بدليل السلامة المرورية على الطرق في فلسطين والصادر عن وزارة النقل والمواصلات.
15. يجب وجود نظام لتنظيم حركة المرور وتخفيض حوادث المركبات.
16. يجب أن يكون عدد الطوابق في المباني الصناعية والارتفاع والارتدادات متمشيًا مع التعليمات الصادرة من قبل مجلس إدارة الهيئة.
17. يجب أن يكون عرض الأرصفة لا يقل عن 2 متر على امتداد كل شارع.
18. يتم التنسيق مع شركة الاتصالات فيما يتعلق بشبكة الهواتف الداخلية.

19. يجب وضع خطة لإعادة استخدام المياه المعالجة وإنشاء البنية التحتية والخزانات لهذا

الغرض وتكون مواصفات المياه المعالجة ضمن المواصفات الفلسطينية السارية واستعمالاتها.

الملحق رقم 4

الشروط المرجعية للتعليمات الداخلية التي يجب وضعها من قبل المطور لتنظيم العمل داخل المنطقة
التموية:

يقوم المطور بوضع تعليمات داخلية لتنظيم العمل داخل المناطق التتموية، ويجب أن تحقق هذه التعليمات
الداخلية الشروط المرجعية التالية:

أ. الالتزام بقانون البيئة الفلسطيني والتعليمات والأنظمة والشروط التي أصدرتها الهيئة في هذا المجال
وبالتشريعات الفلسطينية النافذة ذات العلاقة بالموضوع.

ب. تنظيم العلاقة بين المطور والمشاريع الاستثمارية فيما يتعلق بالقضايا التالية:

- الخدمات التي يوفرها المطور للمشاريع الاستثمارية.
- الإجراءات اللازمة للاستثمار في المنطقة التتموية.
- نماذج طلبات الخدمات (الكهرباء والمياه والاتصالات والصرف الصحي والغاز....)
- علاقة المستثمرين المتجاورين.
- شروط لتخصير فناء المصانع الخارجي.

- حركة الأفراد والبضائع داخل مدينة ترقيوميا الصناعية.
- اشارات مرور و اشارات استرشادية.
- ألوان المباني والأبواب الخارجية والنواحي المعمارية العامة.
- جمع النفايات الصلبة (العادية والخطرة).
- مواقف عامة للسيارات.
- بطاقات عضوية للمنطقة التنموية.
- دور الأمن في تنظيم المنطقة التنموية .
- تنظيم عمل موظفي المطور من حيث:
- لون ألبسة العمال خارج المباني.
- بطاقات الموظفين.
- الحدود والمناطق التي سيتواجد بها الموظفون وطبيعة وصولهم إلى ممتلكات المشاريع الاستثمارية إذا سمح لهم الدخول.

الملحق رقم 5

الشروط المرجعية للإجراءات الأمنية

يجب على المطور أن يوفر السلامة والأمن للمنطقة التنموية إما مباشرة عن طريقه شخصياً أو عن طريق استخدام شركة وطنية متخصصة ومرخصة في مجال الأمن والحماية بهدف حماية المنطقة التنموية ضمن الشروط المرجعية التالية:

1. توافق الهيئة على شركة الأمن والحماية وعلى خطتها الأمنية (يتم تقديمها خلال () من تاريخ توقيع العقد).

2. تقوم الشركة بالحفاظ على سلامة الأفراد والبضائع داخل حدود مدينة المنطقة التنموية. أما بالنسبة للسلامة والأمن داخل المناطق المؤجرة، سوف تكون السلامة والأمن هناك من اختصاص المستأجر، ويضع المطور ذلك شرطاً في عقد التأجير وفي التعليمات العامة مع الشروط الأمنية وشروط السلامة ذات العلاقة المطلوبة من كل مستأجر داخل المناطق المؤجرة.

3. وجود أجهزة اتصالات سريعة عالية الكفاءة تربطهم مع الشرطة الفلسطينية والدفاع المدني والمعدات المدنية المعنية.

4. تركيب أجهزة مراقبة الكترونية وفقاً للمواصفات والشروط التي توافق عليها الهيئة.

5. يتم توفير الأمن والسلامة لكل مصنع مع دوريات منتظمة في الشوارع الداخلية بأسلوب منفصل.

6. تنظيم حركة الدخول والخروج من المنطقة التنموية وعمل سجل يومي لحركة البضائع والأفراد.

7. تنسيق دخول الزوار من خلال بطاقات خاصة.

8. تقتصر النشاطات الأمنية على الأماكن العامة ويجب عدم حمل الأسلحة بطريقة ظاهرة.

9. التنسيق الدوري مع الهيئة في استقبال الوفود بالتنسيق مع المطور.

الملحق رقم 6

يلتزم المطور بتوفير المرافق العامة المبينة أدناه:

1. مركز صحي.
2. مساحات للبنوك.
3. مركز للدفاع المدني.
4. قاعة اجتماعات مناسبة.
5. غرفة اجتماعات مناسبة لرجال الأعمال.
6. مركز للأمن الداخلي والسلامة العامة.
7. مبنى للهيئة ومؤسسات حكومية أخرى ذات علاقة.
8. مكاتب للإدارة المتعلقة بالمطور.
9. مسجد.
10.

الملحق رقم 7

لدى انتهاء جميع النقاط الرئيسية المدرجة والمتفق عليها وبعد الحصول على موافقة الهيئة، يتم ارفاق التالي مع العقد وتعتبر جزءاً لا يتجزأ منه:

1. خطة الاعمال بما في ذلك الخطة المالية للمشروع، (خطة العمل): يتم إعدادها من خلال أربعة أشهر من تاريخ المصادقة على Master Plan.

2. مفاهيم الخطة

3. الرئيسية: يتم الانتهاء من إعدادها بعد أربعة أشهر من تاريخ سريان عقد الامتياز.

4. الخطة الرئيسية التفصيلية: يتم إعدادها بعد شهرين من تاريخ منح الموافقة على الخطة الرئيسية لمفهوم المنطقة التنموية من قبل الهيئة.

تضم الخطة الرئيسية: دون الإقتصار على المواد التالية:

1. المخططات الهندسية الهيكلية للبنية الأساسية داخل الموقع: الشوارع ونظام المياه والمجاري،

والإطفاء والكهرباء ونظام الاتصالات السلكية واللاسلكية ونظام الأمن.

2. معايير البناء للمصانع.

3. خطة استخدامات الأراضي.

4. خطة تجميل المساحات والمرافق وتقسيم الصناعات (Clustering and Zooning)

5. الهيكلية المالية لنظام الإيجارات: يتم الانتهاء منه بعد ثلاثة أشهر من تاريخ المصادقة على

الماستر بلان

ملحق (8)

بالجزاء المترتبة على مخالفة المطور لأحكام عقد الامتياز

مادة (1)

إذا لم يتم المطور بانجاز أعمال التطوير في المنطقة التنموية أو المنطقة الحرة خلال الجدول الزمني المحدد في عقد التطوير، يلزم المطور بدفع غرامة مالية بنسبة (5%) من قيمة الأراضي السوقية التي لم يتم تطويرها عن كل سنة تأخير عن الجدول الزمني المحدد في عقد التطوير

مادة (2)

في حال عدم وفاء المطور بالتزاماته بإعداد وتقديم كل من دراسة الجدوى و الخطة الرئيسية وخطة الأعمال وخطة المرور يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (3)

في حال عدم وفاء المطور بالتزاماته بإعداد تعليمات داخلية عامة (تعليمات داخلية) تحكم علاقته مع المشاريع الاستثمارية وتنظم العمل اليومي في المدينة الصناعية، يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (4)

في حال عدم وفاء المطور بالتزاماته بتقديم الهيكل التنظيمي للشركة والوصف الوظيفي وملخص للمؤهلات وخبرات كوادر القوى العاملة التي يحتاجها لتطوير وتشغيل وإدارة المدينة الصناعية إلى الهيئة للمصادقة خلال الفترة التي تحددها الهيئة يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (5)

في حال عدم وفاء المطور بالتزامه بالحفاظ على كل عنصر من عناصر البنية التحتية الخارجية التي منحتة الهيئة حق تشغيلها وإدارتها وصيانتها ، يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (6)

في حال عدم وفاء المطور بالتزامه بإنشاء وتشغيل وصيانة نظام لمقاومة الحريق ونظام لإدارة النفايات الصلبة غير الخطرة والنفايات الخطرة إن وجدت في المنطقة التنموية ، يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (7)

في حال عدم وفاء المطور بالتزامه بتوفير المباني والمرافق اللازمة لموظفي الهيئة ذوي العلاقة والمؤسسات الحكومية ذات العلاقة، يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني .

مادة (8)

في حال عدم وفاء المطور بالتزامه بالحفاظ على سلامة وأمن المدينة الصناعية ، يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (9)

في حال عدم قيام المطور بالتأمين على المنطقة التنموية تأميناً شاملاً يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (10)

في حال قيام المطور بإلغاء خدمات أساسية متعلقة بأي مشروع استثماري دون مسوغ أو سبب قانوني وبدون موافقة الهيئة الخطية يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة لا تتجاوز () دينار أردني مع إلزام المطور بتعويض أية أضرار أصابت المشروع الاستثماري.

مادة (11)

في حال عدم التزام المطور بالتعليمات الفنية الصادرة عن الهيئة وشروط الصحة والسلامة العامة والشروط البيئية يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني .

مادة (12)

في حال عدم التزام المطور بالوفاء بالتزاماته بإجراء الدراسات المنصوص عليها في هذا العقد وتقديمها للهيئة ، يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدرة () دينار أردني.

مادة (13)

في حال قيام المطور بالتأجير في المنطقة التتموية خلافا لأحكام عقد التطوير ، يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدرة () دينار أردني.

مادة (14)

إذا لم يتم المطور بإعداد التقارير المالية والمحاسبية والموازنة السنوية وفقاً لما نص عليه في هذا العقد، يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (15)

إذا لم يتم المطور بأعمال الترويج الإعلامي و الإعلان للمنطقة التنموية وفقاً لما هو منصوص عليه في هذا العقد يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (16)

إذا لم يلتزم المطور بمواصفات البنية التحتية الداخلية الواردة في هذا العقد يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (17)

إذا قام المطور باستيفاء بدل الخدمات التي يقدمها للمشاريع في المدينة الصناعية خلافاً لأحكام هذا العقد وللتشريعات السارية بالخصوص يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (18)

إذا لم يتم المطور بإعداد سياسة خاصة بحل النزاعات بين المطور والمستثمرين في المنطقة الترموية ، واعتمادها من قبل الهيئة ، يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (19)

يعاقب المطور بغرامة مالية بحد أقصى () دينار أردني في كل مرة إذا أعاق المطور أو أي من موظفيه مهمة الأشخاص المفوضين من قبل مجلس إدارة الهيئة بالرقابة والتفتيش والكشف ، ويشمل ذلك أيضا عدم قيام المطور بتقديم بيانات او توفير البيانات أو المستندات أو الوثائق او المعلومات أو التقارير التي يتم طلبها من الهيئة أو قدم بيانات أو تقارير غير صحيحة للهيئة.

مادة (20)

إذا لم يلتزم المطور بتوفير المرافق العامة المبينة في هذا العقد يجوز لمجلس إدارة الهيئة بعد توجيه إخطار كتابي للمطور فرض غرامة مالية عليه بحد أقصى وقدره () دينار أردني.

مادة (21)

يجب أن تتناسب قيمة الغرامة المفروضة على المطور بموجب هذا الملحق مع التقصير الحاصل في الوفاء بالالتزام ذي الصلة.

مادة (22)

تضاعف الغرامة المنصوص عليها في هذا الملحق إذا فشل المطور في الوفاء بالتزامه بعد ستة أشهر من تاريخ فرض الغرامة.

مادة (23)

إذا لم يدفع المطور الغرامة المفروضة عليه بموجب أحكام هذا الملحق ، فإنه يجوز لمجلس إدارة الهيئة بعد إخطار المطور كتابيا تسييل قيمة الغرامة من الكفالة البنكية.

**A contract for the development, operation and management
of a development area**

Between

**The Palestinian Industrial Estate and Free Zone Authority
and**

Development Company

The first party: the Development Zones and Free Zones Authority

Its address is.....

Represented by the Chairman of the Authority’s Board of Directors, His Excellency the Minister

Referred to in this contract as the “**Authority**”.

The second party: a company

A company registered within the Companies Controller in the Ministry of National Economy under the number

Its address is.....

It is represented by the Chairman of the Board of Directors

Referred to in this contract as the “**developer**”

Introduction:

Whereas, the first party exercises the tasks and powers entrusted to it under the Law of Development Zones and Free Zones No. () for the year ... within the boundaries of development zones, including developing the general policy for development zones, controlling and supervising the development and free zones, and the agencies involved in it as well as qualifying and selecting developers.

Whereas, and upon the recommendation of the first party, the Council of Ministers declared as a development zone and determined its borders according to Council of Ministers Resolution No. () issued on

Whereas, the second party is a company qualified to undertake the development and operation of

Whereas, the development of development zones is a strategic goal for the two parties to achieve the goal of establishing development zones by enhancing the economic capacity in Palestine, attracting investments, and creating an advanced investment environment for economic activities. This shall be done in accordance with best practices and through partnership with the qualified private sector to implement such projects and invest in developing and maintaining development zones in accordance with the provisions of this contract and the legislation in force.

Whereas the two parties wish to conclude this contract in implementation of the provisions of the law and in order to regulate the relationship between them and clarify their rights and obligations in a manner that ensures that the two parties carry out their duties and obligations related to the development of the development zones subject to this contract in accordance with the provisions of the legislation in force and the terms and provisions of this contract, the two parties have agreed on the following:

Article (1)

The introduction of this contract and the annexes attached thereto form an integral part of the contract and are read with it as one unit for all purposes.

Article 2

Definitions

The following expressions shall have the meanings specified below, unless the context indicates otherwise:

Law:	Development Zones and Free Zones Law No. ()
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The contract:	The contract for the development and operation of the site between the authority and the developer for the establishment, development, operation and management of the development zones.
The Minister:	The Minister of National Economy / Chairman of the Authority's Board of Directors.
The Authority:	The Palestinian Industrial Estate and Free Zone Authority
Board of Directors:	The Authority's Board of Directors.
Development Zone:	It is geographically defined in Annex No. (1).
External Infrastructure:	External infrastructure facilities related to linking the development zone to external facilities, which include streets leading to and from the development zone, transportation and roads, the main feeding lines for communications and their facilities, and water, sanitation and electricity lines, as well as the necessary infrastructure installations and any other services and facilities necessary for the management and operation of the development zone.
Internal infrastructure:	all immovable property, construction, and real estate particularly the ones located within the development zone and outside the boundaries of the units within it that are allocated to serve the development zone in general and enabling its occupants to meet the public benefit from the units they occupy within the development zone. These include, but are not limited to, settlement work, construction of road networks, water and drainage, electricity and gas, telecommunications, fire extinguishers, networks of monitoring devices, natural gas and petroleum stations, alternative energy

	and purification plants. In addition to other similar facilities of the development zone in a manner consistent with the development contract, and any facilities or real estate and other services that could facilitate the operation of the development zone.
Master Plan:	The detailed and strategic plan prepared by a body specialized in this field and approved by both parties to this contract (the authority and the developer) and is in line with the terms of reference approved by the authority for conducting development contracts, which is described in writing and the relevant engineering schemes, plans, and maps as well as the comprehensive development concept for the planned use of the project of in accordance with Annex No. (2).
Basic services:	It includes electricity, water, sewage, roads, firefighting, security, telecommunications, oil and gas stations, solar / alternative energy, non-hazardous solid waste management, the purification plant, and any other services and facilities that may arise the need for them to develop, manage, and operate the development zone.
Feasibility study:	It is a study carried out by the developer in order to be able to implement the development area and its success. The feasibility study clarifies the required investments, the expected return and external influences on the development zone, such as state legislation, competition and technical development. It includes a study for each of: Initial Feasibility, Marketing Feasibility, Technical Feasibility, Financial Feasibility, Economic Feasibility, Social Feasibility, Environmental Impact, Traffic Impact of the Project, Sensitivity Analysis of the Project, Study of Risks and Challenges, Study of Risk Reduction.
Force Majeure:	It is an unexpected event occurring outside the control of the parties that prevents these parties from performing any of their obligations under this contract.

Business Plan:	A written document prepared by the developer, and he has the right to seek the assistance of an experienced entity, detailing how development, management, operation and maintenance operations can be funded in order to achieve the goals of the development zones and include each of the detailed budget and current and expected financing and market analysis and requirements as well as market strategy.
Development plan:	It is the plan that includes the strategy of development, operation, management and maintenance for 2-3 years.
Security plan:	It is the plan that must be followed to maintain the security and safety of the development zone and all attachments in it, and to follow the procedures and plans necessary for it after approval by the authority.
The traffic and movement plan for goods and individuals	It is the study that deals with the volume of traffic generated as a result of developing and operating the development zone on the roads adjacent to it. So as to reduce traffic congestion and accidents as a result of traffic generated from the development zone and to achieve traffic safety on the roads.

Article (3)

Both parties agreed that in the event of a resolution by the Council of Ministers to expand the development zone covered by the provisions of this contract, then the terms and provisions of this contract will remain in effect regarding the management and development of the development zone and its expansion, provided that the documents related to the expansion are submitted.

Article 4

The Board of Directors of the authority may assign to the Council of Ministers the establishment of what it deems appropriate regarding new development zones in any location in Palestine and has the authority to assign the development of those development zones to the developers it deems appropriate in accordance with the provisions of the law.

Article (5)

1. The term of this contract shall be (.....) year, renewable based on the request of the developer, the approval of the authority and the approval of the Council of Ministers, and based on the legislation in force and its amendments.
2. This contract is valid from the date of approval by the Council of Ministers.

Article 6

1. The developer is obliged to pay any taxes and fees imposed under the applicable legislation and its amendments.
2. The developer shall pay an amount of () of his annual gross income to the Authority.
3. In the event that the developer does not pay the fees and financial dues to the Authority in the specified time, the Authority has the right to obtain a delay penalty of 9% per month for the late amounts, from the time of entitlement until full payment.

Article (7)

Ensure good implementation

1. The developer is obliged to submit a bank guarantee with a value of () according to the form determined by the authority.
2. The guarantee referred to in the above paragraph shall be a guarantee for the developer to implement all the obligations incurred by him under this contract and its annexes.
3. The Authority's Board of Directors may liquidate the value of the bank guarantee or any part thereof in the event that the developer fails to fulfill one of his obligations stipulated in this contract and its annexes or to cover the value of fines incurred by the developer as a result of applying the provisions related to the penal conditions stipulated in the annex of this contract or to cover any financial obligations arising from the developer's responsibility to the authority. This shall be done after the authority notifies the developer in writing and gives him a time limit set by the authority to correct the violation.
4. The developer shall present a new warranty / warranties in case the original guarantee value has been liquidated.

Article (8)

Obligations of the developer

The developer and the operator shall be committed to developing, operating and maintaining the development zone, according to the following:

1. Paying all the expenses resulting from developing and operating the development zone, establishing the internal infrastructure, maintaining it and performing related administrative work.

2. The developer shall comply with the conditions, specifications, standards and requirements stipulated in the applicable legislations and the conditions of licenses and permits issued by the relevant ministries and institutions, when implementing development work, establishing infrastructure and operating the development zone.
3. Enabling the authority's employees to enter the development zone and its facilities for monitoring purposes and to ensure that the developer complies with the terms of the contract, licenses, and permits issued by the official authorities.
4. The developer is obliged to submit the feasibility study to the authority within six months from the date of the contract's validity, for its study and approval.
5. The developer is obliged to prepare the detailed master plan within () months of the contract's validity date.
6. The developer is committed to prepare a business plan and submit it to the authority within from the date the authority approves the detailed master plan.
7. The developer shall submit the traffic and movement plan for the goods and individuals to the Authority within () from the date of approval of the detailed master plan.
8. The developer is obligated to complete the internal infrastructure of the first phase of the project within from the date of approval of the detailed Master Plan and the feasibility study, which will be conducted on the area determined by the Authority's Board of Directors, according to the list of attached materials, specifications and standards mentioned in Appendix No. (3) and Appendix No. (7) in this development contract without amendment or change unless with the written consent of the Authority.

9. Upon the entry into force of this contract, the developer shall prepare the necessary studies, topological, environmental and security checks and the organizational structure. This shall be done in order to present the traffic and movement plan for goods and individuals to the Authority within () months of adopting the detailed plan, and work to implement it within the development zone and help the authority to implement it outside the development zone.

10. The developer is obliged to prepare a detailed plan for marketing and promoting the development zone and economic projects in it. In order to promote it and attract investors to all activities in it and submit it to the Authority for approval. This shall be done within a period of from the date of the contract's validity. The marketing plan includes a specific timetable for implementation, and the value of the annual amounts that the developer is obligated to spend to implement this plan.

11. The developer is obligated to implement the marketing plan in accordance with the schedule specified therein and to cover all expenses incurred accordingly.

12. The developer is obligated to update the development plan of the development zone every including the marketing plan and submit it to the authority for study and approval.

13. The developer shall prepare general internal instructions (internal instructions) that govern his relationship with investment projects and organizes daily work in the development zone and is submitted to the Authority for approval, provided that these instructions are in accordance with the applicable legislation, the development contract and with the reference conditions mentioned in Appendix No. (4) of the contract. Any action or conduct of individual instructions that violate the general instructions is considered null and void. In this case, the developer alone bears responsibility for the results and any damage resulting from any violation. The

developer may not modify or develop these internal instructions except after obtaining the prior written approval of the authority on these amendments.

14. The developer is committed to maintain, operate and manage the internal infrastructure periodically at his own expense to ensure that it works well, and to submit quarterly written reports on the status of the internal infrastructure and on the measures it has taken within its periodic, preventive and other maintenance.

15. The developer is committed to maintain every element of the external infrastructure that the authority has granted the right to operate, manage and maintain periodically. In order to ensure its work in a high efficiency and to provide quarterly written reports to the authority regarding its condition and the maintenance work done for it through the agreement between the developer and the competent authorities

16. The developer may not cancel basic services related to any investment project without justification or legal reason and without the written consent of the authority. As long as this investment project adheres to all the terms agreed with the developer. If it turns out that the developer has canceled basic services related to any investment project without justification or legal reason, the authority will impose on the developer to pay compensation for any damages to any investment project.

17. The developer is committed to establish and operate internal infrastructure and public services facilities and maintain them and provide all basic services such as the provision of quantities of electricity, water, sewage, gas services, and purification plants for drainage resulting from factories, roads and communications necessary for projects within the development zone. The developer is obligated to sell these services to beneficiaries within the development zone at prices that the

developer sets in accordance with the authority, the competent authorities and legislation in force.

18. The developer is committed to establish, operate and maintain a fire resistance system and a system for managing non-hazardous solid waste in the development zone in accordance with environmental standards stipulated in the applicable legislation, duly approved by the competent authorities and the authority. In the event of the presence of hazardous solid waste, a system for its management shall be established in coordination with the competent authorities.

19. The developer shall obtain the necessary licenses and permits from the competent authorities, including the authority, to provide electricity, water and sanitation services, solid waste, telecommunications, gas, transportation and communications for all facilities of the development zone in accordance with the legislation in force.

20. The developer is committed to provide the necessary buildings and facilities for the relevant staff of the Authority and related governmental institutions, as is the staff of the developer's company. For example, and not limited to, providing electricity, water, communications, internet, hygiene and furniture, and guided by what is mentioned in Appendix No. (6) in this regard, and it shall be provided with all necessary services, and free of charge.

21. The developer shall maintain the safety and security of the development zone through security, safety and protection systems, either directly or through contracting with a specialized licensed company in accordance with the principles and the law, and that from the date of the validity of this contract in accordance with the terms agreed upon with the authority. The developer shall close the zone with fences whose specifications are agreed upon in a special annex of this contract, and

restricting it as a closed area according to what is shown in Appendix No. (3) provided that the safety measures include the minimum reference conditions mentioned in Appendix No. (5) of the development contract. In the event that the developer does not fulfill his obligation stipulated in this paragraph, the authority may hire a specialized and licensed company to maintain safety and security within the development zone and at the expense of the developer. In this case, the developer alone bears the consequences of violating this item.

22. The developer adheres to the building design requirements, technical conditions, and public safety requirements set by the authority in coordination with the relevant authorities. It also adheres to environmental standards in accordance with the legislation in force.

23. The developer shall comply with the occupational health and safety instructions at all stages of the work according to the legislation in force.

24. The developer obliges investors in the development zone to install pre-treatment units if the wastewater is not in conformity with the specifications approved by the competent authorities and the applicable legislation, and to install treatment units for hazardous solid waste. The developer also monitors the extent to which the wastewater resulting of the projects conforms to the approved specifications and standards, and informs the competent authorities in case they do not conform to taking the legal requirement against them.

25. The developer is obligated to fully insure the development zone against all risks.

26. The developer is responsible for the damages affecting others due to the implementation of activities and works related to the development, operation and maintenance of the development zone and the damages that his employees cause to others during the development, operation and maintenance period.

27. The developer shall undertake all necessary studies to complete the development zone, and he has the right to seek the assistance of a competent authority with experience approved by the authority, as follows:

A. Feasibility study

B. Master plan

C. Business Plan

D. developing the implementation plan and development stages of the project (Action Plan).

E. Executing engineering plans and studies for all works and activities including: architectural, structural, electrical, mechanical and environmental works.

F. Organizational structure and development plan for the developer.

G. Preparing the required studies that review and show any future changes in the work plan that are appropriate for the development zone and shall be attached to its financial budget.

H. Future changes to these studies shall be attached to the concession contract after obtaining the approval of the authority.

I. Preparing the required geological and hydrological studies.

Article (9)

The developer, after obtaining the prior written approval of the authority, may postpone the implementation of his obligations to any of the stages of development of the development zone. In the event that convincing justifications are presented to

the authority, such as the occurrence of fundamental changes that affect the possibility of implementing any of the stages.

Article (10)

For the purposes of this contract, the maintenance of services in the development zone means all work necessary in general for the benefit of investors in the development zone, and it includes in particular the following:

1. Operating the necessary purification stations or wells.
2. Infrastructure maintenance.
3. Lighting streets, squares and gardens.
4. Cleaning, collection, transferring and disposal of waste
5. Preventing or removing malice.
6. Gardening and preserving trees and green spaces.
7. Rubble removal.
8. Combating rodents and insects.
9. Insurance of the development zone, its infrastructure, and its public facilities against all dangers.

Article (11)

1. The developer is obliged to carry out the work necessary to sustain the services in the development zone in accordance with the technical requirements determined by the authority and in accordance with the legislation in force.

2. The Commission has the right to supervise the implementation of the services maintenance work to verify its implementation.
3. The authority may make what it deems appropriate to ensure the continuity of these services and at the developer's expense. This shall be done in the event that the developer fails to provide and sustain the services in accordance with the provisions of this contract for any reason, or in case the developer implements them in a manner that violates the technical requirements determined by the authority and the applicable legislation.
4. The developer may not collect a service fee from the investors in the development zone for the period of his failure to perform it or from the date of receiving a letter in this regard from the authority.

Article (12)

The developer shall determine the cost of sustaining services in the development zone (provided that it does not exceed the contractual cost of sustaining the services, in addition to administrative expenses for the developer, not to exceed 10% of this cost). The developer shall distribute this cost to the investors in the development zone in a fair manner that takes into account the principle of proportion according to a mechanism agreed upon by the authority in advance.

Article (13)

Accounting and annual reports

1. The developer maintains detailed accounting records about revenues, expenses, assets and liabilities related to the development of the development zone, which facilitate the authority to monitor financial accounts and revenues through the

reporting system shown below, as well as through other methods available under the law.

2. The developer shall provide the Authority with an audited annual financial report at the end of the company's fiscal year, as well as the annual budget for the next year, during a period not exceeding 30th of April of each year, for review and approval by the Authority. To this end, the developer must appoint a licensed legal auditing company approved by the authority. The annual financial report must achieve global financial standards, which include the following:

A. A comprehensive description of the project that includes details of expenses, imports, assets and liabilities at the end of the fiscal year.

B. The development and progress of the development zone and the comprehensive cash flow report at the end of the fiscal year.

C. List of lease contracts signed for leased plots and building areas, in addition to all other agreements concluded during the year.

D. A report on the progress of work and the status of the internal infrastructure of the project at the end of the fiscal year.

H. A list of all existing buildings in addition to depreciation in the value of prefabricated buildings.

I. Report on maintenance work, internal infrastructure, building maintenance and modernization work that took place during the fiscal year.

G. An estimated timetable for the developer to complete the agreed tasks and duties and his current status therein.

K. A report on the real situation and financial situation at the end of the year, compared to previous expectations for the following year, with a statement of the income statement explaining the total income.

3. The developer financial statements must comply with the executive plan approved by the authority, and in case of non-compliance with it, he provides convincing justifications for the authority that shall be presented to the authority's board of directors to take the necessary procedures.

Article (14)

Expected annual budget

1. The developer prepares reports on the future status of the development zone and submits it to the Authority, and includes updating expected financial reports which includes revenues and expenses for development projects covered by the contract. In addition to land lease contracts where buildings are established, building and business costs, in addition to a statement of expected cash flows in line with the financing plan, provided that these reports include the following:

A. Expenses: include, for example, the fees for rented land, the costs of installing the equipment to be paid by the developer and / or operator, and the costs of permitted and required activities, compensation, benefits and other financial expenses, in addition to operating costs and concessions.

B. Revenue: This includes, for example, leasing, fees, interest, and other financial revenues, administrative fees, and service fees provided by the developer within the development zone.

C. Statement of expected cash flows, financing plan, cash reserves or deficit, loan value and collection and payment mechanism.

Article (15)

Operation of the development zone

1. The developer operates the development zone during a period of () from the date of entry into force of this contract and after fulfilling the requirements contained in this contract and its annexes and implementing the instructions of the Authority in particular as a maximum of The authority checks the readiness of the internal and external infrastructure of the industrial estate, and issues an operating certificate based on the relevant forms when the developer finishes developing the development zone.
2. If it is proven that the developer did not fulfill all of his obligations stipulated in this contract or any other obligation emanating from this contract, the authority has the right to delay the date of operation for a period of three months renewable. The developer is notified accordingly with a statement of the reasons and justifications for the delay.
3. In the event that the developer fixes and corrects the violations and breaches according to the reasons and justifications mentioned in the notification mentioned in Clause (2) above, the authority makes sure of correcting its conditions and the authority issues the operating certificate.

Article (16)

The right of the developer to sign contracts

1. The developer has the authority to sign contracts with financially and technically qualified contractors, operators or consulting or administrative companies. This is for the purposes of carrying out any study or developing the development zone, to facilitate its work, to carry out marketing and promotional activities for the

development area, or to manage its services. The developer remains solely responsible before the authority.

2. The developer signs agreements with telecommunications companies licensed to provide the development zone with telecommunications services after the written approval of the authority and in accordance with the legislation in force and its amendments.

3. The developer signs the main agreements with the relevant official authorities to provide the development zone with electricity services in accordance with the legislation in force and the decisions of the Council of Ministers.

4. The developer signs agreements with the competent authorities to provide the development zone with water, sanitation and basic services, after the approval of the authority and according to the legislation in force.

Article (17)

Rental right

1. The developer has the right to rent the property entrusted to him under this development contract and the areas, facilities, buildings and all lands developed in the development zones for tenants under the law. This shall be after the approval of the authority on the investor and the type of activity that he will perform; otherwise, the developer is not entitled to random leasing, within the forms, requirements and activities approved by the authority.

2. The developer is obliged to provide the Authority with all investment application on a form approved by the Authority (an investment application attached to a feasibility study and company registration certificate).

3. The authority has the right to review the lease contracts concluded between the developer and the investor before signing, approving or canceling and amending them if there is a violation for approved investment activities or in case the lease contracts do not meet investment requirements within two weeks from the date of its notification. Otherwise, the application is considered approved according to the data provided to the authority based on clause 2 above.

4. Upon signing a lease contract between the developer and the tenant, each tenant submits through the developer to the investment commission in the authority's office in the development zone to obtain a license approved by the authority. The developer must do what is necessary to facilitate the investor obtaining the licenses, by reviewing the requests and ensuring that the documents and plans are completed and stamped by him and then sent to the authority.

5. The developer may not under any circumstances rent any plot of land of the development zone for a project that carries out activities prohibited under the applicable legislation.

Article (18)

Lease contract form

A. The developer adheres to the standard lease contract form approved by the authority in all contracts concluded with investors in the development zone.

B. The developer must obtain the approval of the authority for any amendment that it makes to the standard form of the lease contract approved by the authority.

C. The developer is obliged not to enter into any lease contract except after verifying that the activity to be practiced in that land is permitted in accordance with the legislation in force.

D. Any party has the right to request any amendment to the lease contract form in writing to be consistent with any amendments issued to the legislation in force or in the event of a financial rebalancing or under political or economic conditions or natural variables outside the control of both parties that would increase the burden on the developer with mentioning the reasons and justifications for the amendment and handing it over to the other party according to the rules.

C. Any party shall respond to the request for amendment within a period of one month from the date of notification, by either acceptance or rejection, stating the reasons and justifications. The amendments, otherwise, shall become effective after the end of the period specified for the response.

Article (19)

Change of shareholder participation and assignment to others

1. The developer does not have the right, directly or indirectly, to change the shareholding rate of shareholders approved by the Authority or to enter new partners without the prior written approval of the Authority.

2. The developer may not assign or transfer in any form this contract or any right or authority conferred on him or any of his obligations under this contract to others except after obtaining the written consent of the Authority and in accordance with the conditions set by the Authority.

Article (20)

1. The developer is not entitled to use the development zone and its facilities, buildings, and equipment as a guarantee of any obligations incurred by it or overburdening it with any type of mortgage or to place it as a security for a debt or any type of claims, restrictions, rights or reservations.
2. The developer is obliged to return the development zone's facilities and their establishments, buildings and equipment to the Authority free of any mortgages or guarantees for others and to pay the obligations due to it.
3. The investor is obliged to return the leased facility to the developer free of any mortgages or guarantees with others and to pay the obligations due to him.

Article (21)

The Authority's obligations

1. The Authority shall be responsible for preparing the external infrastructure up to the boundaries of the development zone. However, the authority is not responsible to provide services. Linking them to the internal infrastructure through link points shall be at the developer's expense. Measurement meters shall be installed at the expense of the developer for each part of the external infrastructure, which includes: Water meters for industrial uses, sewers, drinking water, electricity, gas and any other materials in every location within the development zone are necessary at that location.
2. The authority shall coordinate with the competent authorities to provide the plots of land necessary for the establishment or access to external infrastructure, and the authority shall be responsible for supervising its establishment and deciding its location and area.

3. The authority may not decide or request any party to suspend any of the external infrastructure services without justification or legal reason if the developer has not violated any of his obligations.

4. The authority shall undertake to implement the external infrastructure works in a manner that is appropriate and commensurate with the work of implementing the internal infrastructure and to facilitate the process of connecting it and its work.

Article (22)

Controlling and supervising the Authority

The authority has the right to control, administratively, financially and technically the work of the developer, whether directly or indirectly, and in order to achieve this the authority shall:

1. Supervise the implementation of infrastructure construction and development work progress to verify that they conform to specifications, standards and quality agreed or specified in the applicable legislation. To this end, the authority has the right to enter workplaces within the territory of the development zone and to inspect the materials used or intended for use in the implementation.

2. Review the documents and reports submitted by the developer, and the authority has the right to request more documents that are necessary to achieve the best systems to verify accounting.

3. Officially assigned employees of the authority are entitled to enter the establishments and buildings inside the development zone at any time, to view the books and documents and all papers related to the activity of the developer or investors within the development zone and submit the necessary reports to the Board of Directors.

4. The Authority, after reviewing the annual report prepared by the developer (data and accounts), has the right to request changes to the accounting program in accordance with the procedures established by law. It may request the quality of future accounting data for these changes, and the developer will bear the costs of these changes as long as they are within the approved budget for the project.

Article (23)

Receive complaints from the developer

1. The developer adheres to the rule of equality between investors and prepares a policy for resolving and updating disputes. The policy shall be adopted by the authority for use in resolving disputes that may arise between the developer or one of his employees and investors or between investors themselves. This policy is the first stage in resolving disputes.
2. The developer must consider "goodwill" in resolving disputes with investors.
3. The developer is obliged to keep records of these complaints and submit an annual report to the authority about them.

Article (24)

Receive complaints in the authority

1. The Authority receives unresolved investor complaints with the developer within two weeks of submitting them to the developer, requesting a detailed report from the developer on the complaint that shows the developer's opinion with sufficient justifications.
2. The Authority reviews, examines and investigates these complaints in a neutral and effective manner.

3. Both parties, who filed a complaint (the complainant) and the developer or one of the other investors, must attend the meetings that can be held for this purpose and present their positions and their argument for that.
4. After verifying the complaint and conducting its study, the authority will issue its decision in this regard.
5. The Authority issues its decision in this matter in accordance with the legislation in force and this contract.
6. The Authority's decision considered obligatory for the developer and the investor . the defected by this decision has the right to appeal it before a competent court.

Article (25)

Amendment

This contract can be amended in one of the following situations:

1. The written approval by both parties
2. Making an amendment on the regulations of this contract in order to consist with the amendments of the in force regulations.

Article (26)

Violation of the contract provisions

1. The Authority shall notify the developer, if he has violated the provisions of this contract or if he failed to implement any of his obligations. By this notification, the authority shall request the developer to remove his violation during a period determined by the Authority for this purpose . this period shall not exceed 3 months from the date of the notification delivery to the developer.
2. The developer has the right to extend the deadline decided that has been decided by the Authority , if he starts to correct his violation . This extending

request shall be in writing. in addition, the timeout period is given to him by the agreement of the two parties.

3. The Authority has the right to take the following procedures, if the developer fails to take the necessary measures to correct the violation or damage or fails to provide legitimate reasons for not fulfilling his obligations:
 - Requiring the developer to pay a financial fine decided by the Authority's Board of Directors.
 - Appointing another party to carry out the obligations that the developer was obligated to fulfill and did not implement, at the expense of the developer.
 - Monetizing the bank guarantee at the cost of correcting the violation.
1. The developer is responsible for all actual losses, resulting from any violation of his obligations.

Article (27)

Termination of the Contract

The Authority and after granting the approval of the Council of Ministers has the right to terminate the contract in any of the following cases, while the developer have no right to claim any compensation regarding this termination due to this article. In addition, the Authority shall take into account the circumstances of the force majeure,

- a) If the developer does not start work in the development zone within 6 months of obtaining the approval and according to the time plan submitted and approved by the authority.
- b) If the developer violates the provisions of this contract, in the implementation of any of the following essential obligations:
 1. If the development company mortgages the development zone in order to insure the debt or any kind of claims, restrictions, rights or reservations, contrary to the provisions of Article (1\20) of this contract.
 2. The company violates the text of Article (19) in this contract. This violation can be by relinquishing the contract in whole or in part or transferring any right or obligation arising from this contract to a third party. In addition, if the company changes the shareholders' participation in the company without the Authority prior written approval.
 3. The company does not pay its financial claims to the Authority for a period of three consecutive years.

4. The developer provides incorrect data about his financial, technical, or administrative capabilities
5. The authority does not approve the economic feasibility study submitted by the developer for justified reasons in accordance with the provisions of this contract.
6. If the violation is repeated more than twice in this article, it becomes substantial.
7. Violation by the developer during implementation of the development area plans submitted and approved by the authority
8. Concluding lease contracts with investors without the approval of the Authority.
9. The company doesn't provide the necessary services to investors or depriving any of them from the benefit of these services.
10. The developer's inability to manage and operate the development area through an evaluation of technical reports.
11. The lack of technical and administrative teams necessary for the management and operation of the development area. These teams must be identified in the development contract as necessary human cadres during development, operation and management stages.
12. The financial or the technical data reports provided by the developer are invalid.

Article (28)

Reasons for the expiry of the contract

1. The contract can expire through any agreement between the Authority and the developer at any time, if the termination is deemed necessary as a result of a written agreement regulated by both parties.
2. The expiration of the contract duration , which reaches () from the date of its validity, unless they agreed to renewal it.
3. The developer becomes bankrupt, or his legal presence ends for any reason.
4. The council of Ministries issues a decision in order to end the contract
5. Termination of the contract in accordance with the provisions of Article (27) of this contract.

Article (29)

1. The parties agreed on the following, if they terminate this contract:
 - a. They agreed on terminating any other agreement related to this contract or was concluded based on this contract concluded between the parties, unless the parties agree otherwise.
 - b. The Authority is responsible for developing, managing, operating and maintaining the area specified under this contract during any transitional period that may result from the termination of the contract.
 - c. The development area or the free zone, including all its assets and all infrastructure facilities ,internal networks related to basic services, facilities, projects and assets of the developer or his companies or their operators shall be referred to the authority. This reference shall be upon the termination of the development and operation contract, Without prejudice to the rights of others .
2. The termination of this contract does not affect the acquired rights that arose to others during the period of the validity of this contract.

Article (30)

The majeure force

The affected party is not considered inactive for any of its mentioned obligations in this case, if the performance of the parties regarding the services becomes unavailable, or has been significantly or materially affected as a result of a force majeure as defined in the definitions mentioned in the above article .

Article (31)

The law governing the contract and resolving disputes

1. The in force legislation in Palestine govern this contract.
2. The Authority, in coordination with the developer, shall set up a committee that meets every three months, starting from the date of signing this contract. This Committee shall review the developer's operation. In addition, it shall evaluate his commitment to his pledged, and any obstacles his business may face, and adhere to the prevailing laws.

Article (32)

Arbitration

1. The dispute shall be referred to a licensed and approved arbitrator, If a dispute occurs between the two parties to this contract regarding the interpretation or application of any text of this contract or in relation to any decision or action taken pursuant thereto, and it cannot be settled by agreement between the two parties. The arbitrator shall be appointed by agreement of the parties. In addition, he must be appointed during two months after the conflict or dispute arises. The arbitration takes place in accordance with the Palestinian Arbitration Law.
2. The language of the arbitration procedures shall be in Arabic. The location of the arbitration process shall be in the city of Ramallah (unless the parties agree otherwise).
3. The cost of arbitration shall be shared equally by both parties, unless the arbitral tribunal decides otherwise.
4. The arbitrator shall be charged with referring or issuing interim decisions during the arbitration period until the issuance of the final arbitration award.
5. The final decision of the arbitrator is subject to the competent court in order to appeal.

Article (33)

Notifications

1. All notifications, instructions and approvals issued by the authority to the developer, and mailings from the developer to the authority shall be in writing. These notifications shall be sent by mail, fax or any other method available. In addition, both parties shall agree on sending these notifications at the following addresses:

The authority: Ramallah,

The developer: Ramallah,

2. Each party is obligated to inform the other party in writing about his new address in case he changes his address.

Article (34)
Indivisible texts

This contract constitutes an indivisible agreement. Its text, item or part cannot be read separately as a detachable text.

Article (35)
General Provisions

1. This contract is drawn up in two copies in the Arabic language. Each copy considered official, and the Arabic version shall be adopted as a reference in case of any dispute. The same provision applies to all notifications that sent under this contract.

2. This development and operation contract is binding for both parties and their successors.

3. The annex of this contract forms an integral part of it. In addition, any indication to any article or provision of the provisions, clause or sub-clause is considered a reference for that part of the contract. The priority shall be as follows, if there is any ambiguity or disagreement between its provisions:

a. The terms and provisions of this development and operation contract

b. The Annexes of this contract.

c. Any other document related to the development area and / or the development and operation contract.

Both parties have confirmed the abovementioned. They declare their eligibility and full ability to conclude this development and operation contract intentionally and with absolute freedom. Therefore, this contract concluded in Ramallah on...

On behalf of the Palestinian Industrial Estates and Free Industrial Zones General Authority PIEFZA

Name :.....

Signature :.....

On behalf of ,

Name :.....

Signature :.....

Appendices

Appendix No .(1)

The following documents shall be attached and considered part of the Appendix:

- a. Site plan (survey plan for the proposed development area).
- b. The council of Ministries decision regarding the allocation of the development zone
- c. The President's decision to certify the acquisition of land. In addition to the map that shows the boundaries of the development zone.

(If the land is expropriated)

Appendix No. 2

The following documents were forming an integral part of this appendix and Concession contract , when they are available and approved by the Authority:

1. The financial, technical and administrative capabilities of the developer (a general view of the company) at the time of signing the contract.
2. Confirmations about providing financial resources (the list of shareholders with the developer) when signing the contract.
3. The parties will agree on the reference terms for the necessary studies of the project as soon as the contract is valid.
4. The economic feasibility study for the project shall be submitted within () months from the date the contract being valid.
5. The project main plan shall be submitted within () months from the date the contract being valid.
6. The Business Plan shall be submitted within () months from the date of approving the Master Plan by the Authority.
7. The movement and Traffic Plan shall be submitted within () from the date of approving the Master Plan.

Appendix No. 3

Internal infrastructure of the development area specifications

1. The outer wall in the developmental area must be a metal fence and its height shall the reach (). In addition, the Authority shall determine the fence specifications, taking into account the slopes, the geographical area nature and the environmental matters , according to the authority's instructions at that time.
2. The gates shall allow goods and individuals to move smoothly without obstruction.
3. Customs areas are located at the entrance and exit.
4. Construction rebounds shall be in accordance with the provided instructions and the approved structural plan for the development area. In addition , this rebounds shall be approved by the applicable legislation.
5. The installation of a suitable lighting system shall be guaranteed. It is preferable to use a solar power lightening poles. These Lighting poles shall cover all public services and streets. In addition, the distance between each lighting poles and the next poles shall not exceed more than 30 meters.
6. The area allocated to factories shall not exceed 75% of the total area of the development area.
7. The buildings area shall not exceed 80% of the area allocated for industrial buildings.
8. Green areas should not be less than 10% of the total area.
9. The width of the internal streets should not be less than 20 meters in general.
10. All internal streets shall be connected. The streets shall not end with a closed end. In addition, they shall ensure that there are appropriate emergency lines on the streets and suitable parking spaces on the sides of the streets.
11. Trees are planted on the sides of roads and next to sidewalks.

12. There should be an integrated system for the drainage and storage of rain water.
13. The existence of fire extinguishing system approved by the civil defense.
14. Guidance is taken when designing internal road networks and facilities in the Traffic Safety Manual on Roads in Palestine issued by the Ministry of Transport and Communications.
15. A system must be in place to regulate traffic and reduce vehicle accidents.
16. The number of floors in industrial buildings, height, and recoil must be in line with the instructions issued by the Authority's Board of Directors.
17. The sidewalks should be at least 2 meters wide along each street.
18. Coordination is made with the telecommunications company regarding the internal telephone network.
19. A plan for reusing treated wastewater and constructing infrastructure and reservoirs should be developed for this purpose. The specifications of treated wastewater should be within the applicable Palestinian specifications and their uses
19. A plan should be developed in order to reuse the treated wastewater. This plan also shall construct the infrastructure and reservoirs for this purpose. The specifications of treated water shall be determined within the applicable Palestinian specifications and their uses.

Appendix No. 4

The developer shall develop the reference terms of the internal infrastructure in order to organize work within the development area:

The developer shall develop the internal instructions to organize the work within the development areas. In addition, these. Instructions shall achieve The following Internal conditions:

a. Commitment to the Palestinian environmental law, the instructions, regulations, and conditions issued by the authority in this field, in addition to the relevant Palestinian legislation in force.

b. Regulating the relationship between the developer and investment projects regarding the following issues:

- Services provided by the developer to investment projects.
- The necessary procedures for investment in the development area .
 - Service application forms such as (electricity, water, telecommunications, sewage and gas.....)
 - The relationship with the neighbor investors.
 - Conditions for greening the outdoor factory yard.
 - The movement of individuals and goods within the industrial park of Tarqumiya.
 - Traffic lights and guiding signs.
 - Colors of buildings, exterior doors and general architectural aspects.
 - Solid (regular and hazardous) waste collection.
 - Public parking for cars.
 - the development area membership cards .
 - The role of security in organizing the development area
 - Organizing the work of the developer's employees in terms of:
 - The color of the workers' clothing outside the buildings.
 - Staff cards.
 - The boundaries and areas where employees will be located and the nature of their access to the Investment projects properties, if they are allowed to enter.

Appendix No. 5

the reference terms of the internal infrastructure

The developer must provide safety and security for the development area, either directly through himself or through Using a national company specialized and licensed in the field of security and protection, in order to protect the Development Area under the following reference terms :

1. The Authority shall approve the Security and Protection Company. The Authority also shall approve the company security plan. This plan shall be submitted during () from the date of signing this contract.

2. The company shall keep the safety of individuals and goods within the boundaries of the city of the development area. However, the safety and security within the leased areas will be tenant responsibility. The developer shall place this as a condition in the lease contract and in the general instructions with the security and safety conditions The relevant relationship required of each tenant within the leased areas.

3. The presence of high-efficiency rapid communications devices linking them with the Palestinian police, civil defense and concerned. Civil equipment.

4. Installing electronic monitoring devices in accordance with the specifications and conditions approved by the authority.

5. Security and safety are provided for each factory in addition to regular separate patrols in the internal streets.

6. Regulating the movement of entry and exit from the development area . making a daily record of the goods and individuals movements

7. Coordinating the visitor's entry through special cards.

8. Security activities are limited to public places and weapons should not be carried in a visible manner.

9. Periodic coordination with the authority regarding the receiving of delegations in coordination with the developer.

Appendix No. 6

The developer is obligated to provide the following public utilities

1. Health center.
2. Spaces for banks.
3. Civil Defense Center.
4. A suitable meeting room.
5. A meeting room suitable for businessmen.
6. Center for Internal Security and Public Safety.
7. Building for the authority and other related governmental institutions.
8. Management offices related for the developer.
9. Mosque.
10.

Appendix No. 7

Upon completion of all the main points listed and agreed upon and after obtaining the approval of the Commission, the following is attached with the contract it is considered an integral part of it:

1. Business plan, including project financial plan, (business plan): prepared through The most famous period since the date of approval of Master plan
2. Concepts of the plan
3. Principal: The preparation shall be completed after four months of the concession contract validity date.
4. Detailed master plan: Prepared after two months from the approval date, in of the plan of the main concept of the development area by the authority.

The master plan includes: without limiting the following materials

1. Structural engineering drawings for the infrastructure inside the site: streets, water and wastewater system, Fire and electricity, telecommunications system and security system.
2. Factories building standards.
3. Land use plan.
4. Spaces and facilities Clustering and Zooning plan.
5. The lease system financial structure: It will be completed after three months from the Master Plan validation date.

Appendix (8)

The penalties resulting from the developer violating of the concession contract provisions

Article (1)

The developer is required to pay a fine of (5%). This fine will be the value of the market land that did not take place in Its development for each Delay year of the specified time schedule in the development contract, If the developer does not complete the development work in the development area or the free zone during the specified time scheduled in the development contract.

Article (2)

The Authority's Board of Directors, after issuing a written notification to the developer, has the right to impose a fine on the developer, if the developer does not fulfill his obligations to prepare and present the feasibility study, the master plan , the business plan and the traffic plan. The fine will be a () Jordanian Dinar Maximum.

Article (3)

The Authority's Board of Directors, after issuing a written notification to the developer, has the right to impose a fine on the developer, if the developer does not fulfill his obligations to prepare the general Internal instruction (internal Instructions) that governs his relationship with investment projects . The fine will be a () Jordanian Dinar Maximum.

Article (4)

the Authority's Board of Directors, after giving written notification to the developer, has the right to impose a fine with a Maximum of () Jordanian Dinar, if the developer does not fulfill his obligations to provide the authority in order to grant the approval during the period specified by the Authority. The developer shall submit the Company organizational structure, job description, the qualifications and experiences summary of the cadres that the developer needs to develop, operate and manage the industrial zone.

Article (5)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, if the developer does not fulfill his obligations to keep all the elements of the external infrastructure, in which the Authority authorized him to operate , manage and Maintenance.

Article (6)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, if the developer does not fulfill his obligations to establish , operate and Maintain the fire-fighting system , the non-hazardous solid waste management system, as well as hazardous waste if found in the development area.

Article (7)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, if the developer does not fulfill his obligation to provide the necessary buildings and facilities to the Authority and the Governmental Institution disabled employees.

Article (8)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, if the developer fails to fulfill his obligation to keep the industrial estate safety and security.

Article (9)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, if the developer does not fully insure the development area.

Article (10)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, if the developer cancels basic services related to any investment project without any justification or legal reason and without the Authority written approval. The Authority also has the right to oblige the developer to compensate any damages incurred to the investment project.

Article (11)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar,

if the developer does not comply with the technical instructions issued by the authority, the general health and safety conditions and the environmental conditions.

Article (12)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, if the developer fails to fulfill his obligations to carry out the studies stipulated in this contract. This fine will also be applicable if he doesn't submit these studies to the Authority.

Article (13)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, if the developer rented in the development area , which considered a violation to the provisions of the development contract.

Article (14)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, if the developer does not prepare the financial, accounting and annual budget reports as stipulated in this contract.

Article (15)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, If the developer does not carry out media promotion and advertisement for the development area according to what is stipulated in this contract.

Article (16)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, if the developer does not comply with the internal infrastructure specifications contained in this contract.

Article (17)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar , If the developer achieves fees for the services he provides for projects in the

industrial estate . This considered contrary to the provisions of this contract and the legislation in force for this purpose .

Article (18)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar, If the developer does not prepare a special policy for resolving disputes between the developer and investors in the development area. In addition, if the developer didn't present this policy to the Authority in order to grant the Authority 's approval.

Article (19)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar every time the developer or any of his employees obstruct the tasks of the persons authorized by the Authority's Board of Directors. Those authorized persons have the tasks of supervising, inspecting and revealing. In addition, the obstruction also includes The developer's failure to submit data or provide data, documents, certificates, information, or reports that are made upon the request of the authority, or if he submitted incorrect data or reports to the authority.

Article (20)

The Authority's Board of Directors, after giving a written notification to the developer has the right to impose him with a maximum fine of () Jordanian Dinar , If the developer does not commit to provide the public utilities described in this contract.

Article (21)

The value of the fine imposed on the developer under this annex must be proportional to the failure in the fulfillment of the relevant obligation.

Article (22)

The fine stipulated in this appendix shall be doubled, if the developer fails to fulfill his obligation after six months of the fine imposing date.

Article (23)

The Authority's Board of Directors after notifying the developer in writing, has the right to monetize the fine from the bank guarantee, If the developer fails to pay the fine imposed on him according to the provisions of this appendix.

別添 10

外国企業の許認可手続き

How to get investor work permit

- Passport copy with validity of minimum 6 months.
- A Personal photo.
- Supportive documents from a relevant Palestinian body (if the investor already registered his company or investment in the Palestinian institutions).
- An Overview on the proposed or the potential investment.
- A Summary of any previous investments within or outside Palestine.
- A Summary of possessions within or outside Palestine.
- Visit's planned date.
- Contact information: land line, fax, mobile and e-mail.

All documents should be submitted to PIPA personally, or via courier no less than 45 days of the deemed date of visit.

Registering a Business in Palestine

Procedures for the registration of companies

The Palestinian Government- including its ministries and intuitions, works together to facilitate the procedures of company's registration, through one stop shop that aim to achieve the best and easier services to investors by lower cost.

Service	Requirements for obtaining service	Attachments	Fees
Registration of Ordinary Company (public, ed)	Fill (3 copies) of the company's registration form with the required data, signed by the partners in the presence of the Companies'	Choose a name for the company to be registered, fill it on the prescribed form used for verification of names and obtaining the approval in case the	493 NIS: Registration fees 84 NIS: Fee per shareholder in case of signature in the presence

	Controller or Notary public.	<p>name is not identical with the name of another company on the register. Fill (3copies)of the company's registration form with the required data, signed by the partners in the presence of the Companies' Controller or Notary public.</p> <p>Submit (3 copies) of the company's Articles of Corporation and company's By-laws prepared by an attorney registered at the Palestinian Advocate Syndicate and signed by the partners.</p> <p>Submit copies of the shareholders' identity cards and an attorney's proxy.</p> <p>Copies Identities Partners.</p>	<p>of the Companies Controller.</p> <p>87 NIS: Fees for the verification of the company's name.</p>
Registration of (Public/Private) shareholding Companies	Fill (3 Copies) form Company Registration signed from Company Controller, or by Lawyer	<p>Proxy attorney registered at the Palestinian Advocate Syndicate.</p> <p>Copies Identities Partners.</p> <p>Contract of establishment (3copies), Internal System of the</p>	<p>285 NIS: Registration fees</p> <p>87 NIS: Fees for the verification of the company's name</p> <p>84 NIS: Fee per shareholder in case of signature in the presence</p>

		<p>Company)3copies), List of the partners.</p> <p>Choose a name for the company to be registered, fill it on the prescribed form used for verification of names and obtaining the approval in case the name is not identical with the name of another company on the register.</p>	<p>of the Companies Controller</p>
<p>Registration of Foreign Shareholding Companies</p>	<p>Obtain a work permit by the observer after the approval of the Minister.</p> <p>Application for registration of a foreign company (3 copies) signed by the lawyer by the original company or Commissioner appointed by the Company under the authorization letter certified by the Palestinian embassy or the Palestinian representation in the country of the company.</p> <p>Payment of fees.</p>	<p>Memorandum and an internal system of the original company certified by the Palestinian embassy or the Palestinian representation in the country of the company and whether the original contract language other than Arabic, are in addition to the translated legal translations and ratified by the Ministry of Justice and the State of Palestine.</p> <p>Check and Registration Company Name</p> <p>Approval of the Board of Directors appoints a representative for the company in the areas of the Palestinian Authority</p>	<p>493 NIS: Registration fees</p> <p>87 NIS: Fees for the verification of the company's name</p> <p>84 NIS: Fee per partner in case of signing in the presence of the Companies Controller.</p>

		<p>and the registration of a foreign company.</p> <p>The company's last budget;</p> <p>The names of the members of the Board of Directors and the nationality each of them.</p>	
<p>Registration of Non-Profit Companies</p>	<p>Fill Registration form of Non-Profit Companies</p>	<p>Establishment Contract.</p> <p>Company Name including Non-Profit Company.</p> <p>Company Address.</p> <p>Company Capital.</p> <p>Authorized signatory.</p> <p>Names of shareholders and their Nationalities.</p> <p>Any documents that Controller needs it to register company.</p> <p>The Treatment of Non-Profit companies like private shareholding companies through procedures of registration and fees.</p>	<p>285 NIS: Registration fees.</p> <p>84 NIS: Fee per shareholder in case of signature in the presence of the Companies Controller.</p> <p>87 NIS: Fees for the verification of the company's name.</p>
<p>Registration of Civil Company</p>	<p>Fill Registration form of Civil Company</p>	<p>Establishment Contract</p> <p>Company Name including Civil Company</p> <p>Address.</p> <p>Company Capital.</p> <p>Authorized signatory.</p> <p>Names of shareholders and their Nationalities.</p>	<p>493 NIS: Registration fees</p> <p>84 NIS: Fee per shareholder in case of signature in the presence of the Companies Controller</p>

		Any documents that Controller needs it to register company. The Treatment of Civil Company like Ordinary companies through procedures of registration and fees	87 NIS: Fees for the verification of the company's name
Registration of Holding Company	Fill 3 Copies from Company Registration Application signed from Company Controller, or by Lawyer.	proxy attorney registered at the Palestinian Advocate Syndicate if not signed by the partners. Copy of Partners ID Establishment Contract List of founders name Check and Registration Company Name. The Treatment of Holding Company like Public companies through procedures of registration and fees	493 NIS: Registration fees. 84 NIS: Fee per shareholder in case of signature in the presence of the Companies Controller. 87 NIS: Fees for the verification of the company's name.
How to get Service	Ministry of National Economy & Or Branch Offices		
Place of service	Customer Service Center at Ministry of National Economy & Branch Offices		

別添 11

OSS 細則案
(原文アラビア語、英語自動翻訳)

قرار مجلس الوزراء رقم () لسنة 2022

بشأن نظام النافذة الاستثمارية الموحدة

مجلس الوزراء،

إستناداً لأحكام القانون الأساسي المعدل لسنة 2003م وتعديلاته، لا سيما المادة (70) منه،

ولأحكام القرار بقانون رقم () لسنة 2022 بشأن تشجيع الإستثمار في فلسطين،

وقرار مجلس الوزراء رقم (4) لسنة 2015 بنظام تشجيع الإستثمار،

وبناءً على تنسيب مجلس إدارة هيئة تشجيع الإستثمار الفلسطينية،

وعلى قرار مجلس الوزراء في جلسته المنعقدة بتاريخ / / 2022،

وعلى الصلاحيات المخولة لنا،

وتحقيقاً للمصلحة العامة،

أصدرنا النظام الآتي:

المادة ()

تعريف

يكون للكلمات والعبارات التالية حيثما وردت في هذا النظام المعاني المخصصة لها أدناه ما لم تدل القرينة على غير ذلك:

القانون: قرار بقانون رقم () لسنة 2022 بشأن تشجيع الإستثمار في فلسطين.

الدولة: دولة فلسطين.

مجلس الوزراء: مجلس وزراء دولة فلسطين.

الوزارة: وزارة الاقتصاد الوطني.

الوزير: وزير الإقتصاد الوطني.

الهيئة: هيئة تشجيع الإستثمار الفلسطينية.

مجلس الإدارة: مجلس إدارة الهيئة.

رئيس المجلس: رئيس مجلس إدارة الهيئة.

الرئيس التنفيذي: المدير التنفيذي للهيئة.

النافذة:النافذة الاستثمارية الموحدة في مقر الهيئة او فروعها أو أي من مكاتبها والتي تعمل كمركز خدمات موحد يستطيع المستثمر أو مقدم الطلب من خلالها تقديم الطلبات والحصول على جميع الأذونات والرخص والتسجيلات الرسمية التي يحتاج إليها مشروعه، ويكون مقرها الهيئة ولها فروع ورابط الالكتروني حسب أحكام هذا النظام.

المشروع: أي كيان مؤسس ومسجل حسب الأصول وفقاً لأحكام هذا النظام والقانون بقصد الربح بما في ذلك أية شركة أو فرع أو إئتمان أو شراكة أو ملكية فردية أو مشروع مشترك أو غيرها من المؤسسات والشركات. **المشروع الإستثماري:** مزاوله أحد الأنشطة الإستثمارية في قطاعات أو فروع قطاعات الصناعة والزراعة والتجارة والتعليم والصحة والنقل والسياحة والإسكان والتشييد والبناء والرياضة والكهرباء والطاقة والثروات الطبيعية والمياه والاتصالات والتكنولوجيا وكل ما يتفرع عنها.

المشروع المرخص: أي مشروع مرخص له للعمل خارج أو داخل المدن والمناطق الصناعية الحرة أو المناطق المعتمدة.

الإستثمار: إستخدام المال وإنفاقه لإنشاء مشروع إستثمار حديث أو قائم أو توسيعه أو تطويره أو تمويله أو تملكه أو إدارته.

مقدم الطلب: يشمل أي من الحالات التالية حسب واقع الحال:

أ. أي شخص طبيعي أو إعتباري مؤهل وفقاً للقانون ولهذا النظام وللوائح بالتقدم بطلبات بموجب هذا النظام لتخصيص منطقة في فلسطين لتكون (مدينة و/أو منطقة) صناعية حرة أو منطقة معتمدة.

ب. أي مستثمر تقدم بطلب وفقاً لأحكام هذا النظام للعمل في (المدينة و/أو المنطقة) الصناعية الحرة أو المنطقة معتمدة.

ج. أي مستثمر تقدم بطلب للهيئة بقصد الإستفادة من الحوافز والضمانات التي نص عليها القانون وهذا النظام أو بقصد الإستفادة من عقد حزمة الحوافز المعتمدة في الهيئة.

المدن والمناطق الصناعية: تشمل المدن الصناعية، المناطق الصناعية الحرة، والمناطق المعتمدة.

شهادة تأكيد الإستثمار: الموافقة التي تصدرها الهيئة إلى أحد المستثمرين وفقاً لأحكام القانون وهذا النظام.

الرخصة: أي تصريح أو موافقة أو إذن أو ترخيص يصدر عن الجهة الرسمية لأي شخص للسماح له بمزاولة نشاط إقتصادي معين.

قرار التخصيص: القرار الذي يتخذه مجلس الوزراء بمقتضى أحكام القانون وهذا النظام بشأن تخصيص (مدينة و/أو منطقة) صناعية حرة في فلسطين و/أو منطقة معتمدة.

الجهات الرسمية المختصة: الجهات الرسمية الممثلة في طاقم النافذة الإستثمارية الموحدة والمحددة بموجب تعليمات صادرة عن مجلس الإدارة.

الموظف المفوض: الموظف المعين أو المنتدب من الجهة الرسمية للعمل في النافذة الإستثمارية الموحدة، ولديه صلاحية إصدار القرارات اللازمة والرخص والأذونات والشهادات والمستندات الرسمية سواء بشكل مباشر منه أو من خلال أنظمة الربط الإلكتروني.

الربط الإلكتروني: أنظمة الربط الإلكتروني المنشأة بهدف ربط جميع الجهات الرسمية المختصة بالنافذة الإستثمارية الموحدة لتسهيل وسرعة تقديم الطلبات والحصول على الموافقات المطلوبة للرخصة و/أو لإصدار شهادة تأكيد الإستثمار.

الجدول: جدول القطاعات والأنشطة الإقتصادية الملحق بهذا النظام و/أو القانون.

- في حال ورود أي مصطلح لم يتم تعريفه في هذا النظام، فإن التعريفات الواردة في القانون تكون محل إعتبار بهذا الخصوص.

المادة ()

هدف النافذة الإستثمارية الموحدة

تعتبر النافذة الإستثمارية الموحدة في الهيئة البوابة الرئيسية للتواصل مع المستثمر أو مقدم الطلب وتوفير بيئة إستثمارية مناسبة في فلسطين. وتهدف إلى تطوير بيئة الإستثمار وتشجيع الإستثمارات المحلية والإجنيبية من خلال إزالة كافة العقبات البيروقراطية وتسهيل مهمة المستثمر بالحصول على الرخصة والإمتيازات الممنوحة له بموجب القانون وهذا النظام وتوفير الإجابات على الإستفسارات المقدمة من قبل المستثمر أو مقدم الطلب.

المادة ()

مهام النافذة الإستثمارية الموحدة

1. إستلام طلبات الإستثمار ودراستها والتحقق من مدى إستيفائها للشروط المنصوص عليها بموجب القانون وهذا النظام من خلال محطة واحدة وهي النافذة الإستثمارية الموحدة.
2. المتابعة مع الهيئة والدوائر والجهات الرسمية بخصوص الموافقات اللازمة للحصول على قرار التخصيص.
3. المتابعة مع الهيئة والدوائر والجهات الرسمية ذات العلاقة للحصول على الموافقات اللازمة لإصدار شهادة تأكيد الإستثمار أو الرخصة.
4. متابعة المستثمر و/أو المطور ومدى إلتزامه بالعقود والإتفاقيات الموقعة مع الهيئة.

5. مركز موحد للمعلومات، حيث يحصل المستثمرون على كافة المعلومات والتشريعات، بما في ذلك الإجابة على إستفساراتهم.
6. تقديم المعلومات للمستثمر حول الآليات اللازمة لترخيص المشروع.
7. وضع آلية عمل لتقديم خدماتها بالتنسيق مع دوائر الهيئة والمؤسسات الرسمية ذات العلاقة.
8. إنشاء سجل لجميع المعاملات المقدمة تقيّد فيه كافة البيانات والمعلومات الأساسية لمقدم الطلب.
9. إعداد دليل خاص يحتوي على المعلومات والبيانات والوثائق اللازمة لترخيص المشاريع الإستثمارية وتحديثه كلما إقتضت الحاجة.
10. التنسيق والتعامل مع مكاتب الهيئة حيثما وجدت والمؤسسات ذات العلاقة وباقي القطاعات ورفع المقترحات اللازمة للهيئة لتطوير آلية العمل بما يخدم المستثمر.
11. تطبيق أي خدمة جديدة يقررها مجلس إدارة الهيئة.
12. رفع المقترحات والتوصيات حول الصعوبات والعقبات والمعوقات التي تعترض ترخيص المشاريع إلى رئيس المجلس.

المادة ()

الوصول إلى النافذة الإستثمارية الموحدة

تنشأ النافذة الإستثمارية الموحدة في مقر الهيئة ويكون لديها مكاتب في المحافظات وفي المدن والمناطق الصناعية لتسهيل عمل المستثمرين وأصحاب المشاريع من خلال منح جميع التراخيص والأذونات والشهادات والمستندات الصادرة عن الجهات الحكومية المختصة لإقامة مشروع إستثماري في المدن والمناطق الصناعية أو خارجها، ويكون للنافذة رابط الكتروني بحيث تكون متاحة لأي مستثمر أو مقدم طلب على الموقع الإلكتروني للهيئة.

المادة ()

خدمات النافذة الإستثمارية الموحدة

تقدم النافذة الإستثمارية الموحدة الخدمات التالية:

1. تسجيل الشركات القائمة على المشاريع الإستثمارية المشمولة بخدمات النافذة الإستثمارية الموحدة وفقاً لأحكام قانون الشركات النافذ.
2. تسجيل الإسم التجاري والعلامات التجارية والشعار التجاري للشركات القائمة على المشاريع الإستثمارية المشمولة بخدمات النافذة الإستثمارية الموحدة وفقاً للتشريعات النافذة ذات العلاقة.

3. تسجيل المشروع الإستثماري لدى دوائر ضريبة الدخل وضريبة القيمة المضافة.
4. الموافقات اللازمة للبدء بتنفيذ المشاريع الإستثمارية وتشمل على سبيل المثال: الرخص المتعلقة بالبناء، رخصة إقامة منشأة صناعية، رخصة التشغيل، رخص المهن والحرف، شهادة الغرفة التجارية، الموافقات من الهيئات المحلية، الموافقات من الوزارات والدوائر الحكومية المختصة.
5. الموافقات اللازمة للمشروع الإستثماري بعد تشغيله وتشمل على سبيل المثال: تجديد رخصة التسجيل وتجديد أي رخص تم الحصول عليها للبدء في التشغيل، شهادة تسجيل المنتج، شهادة سلامة الغذاء، تجديد شهادة الشركة.
6. أدونات العمل للشركات الأجنبية أو فرع الشركة الأجنبية.
7. الموافقات البيئية اللازمة للمشروع الإستثماري.
8. تقديم رخصة المشروع الإستثماري للعمل في المدن والمناطق الصناعية.
9. تقديم طلبات للحصول على قرار التخصيص.
10. تقديم طلبات للإستفادة من الحوافز العامة للإستثمار وحوافز المدن والمناطق الصناعية.
11. تقديم طلبات للإستفادة من عقد حزمة الحوافز الصادر عن مجلس الوزراء بناء على تنسيب مجلس إدارة الهيئة.
12. إستيفاء الرسوم والبدلات التي يتطلبها القانون وهذا النظام سواء لصالح الهيئة أو أي من الجهات الرسمية المختصة.
13. تقديم طلبات للحصول على إذن العمل للعمال الأجانب وفق التشريعات السارية.
14. إصدار شهادة تأكيد الإستثمار.
15. تقديم المعلومات والمشورة الفنية للمستثمرين والإجابة على إستفساراتهم.
16. تقديم المساعدة اللازمة في معالجة المشكلات والإشكاليات والمعوقات التي تواجه المشاريع الإستثمارية.
17. أي خدمة أخرى يقررها الرئيس التنفيذي.

المادة ()

طاقم النافذة الإستثمارية الموحدة

1. تتألف النافذة الإستثمارية الموحدة من الموظفين من الهيئة والجهات الرسمية المختصة من ذوي الخبرة والكفاءة والموظفين المكلفين من الجهات الرسمية المختصة لإصدار التراخيص والموافقات المطلوبة من تلك الجهات وفقاً للتشريعات النافذة، بالإضافة إلى تقديم الخدمات التي تدخل ضمن إختصاص هذه الجهات الرسمية.

2. تلتزم الجهات الرسمية المختصة بتسمية موظف مكلف يعمل في مقر الهيئة أو في أحد فروعها للتنسيق مع موظفي النافذة الإستثمارية الموحدة وذلك لمتابعة الطلبات المقدمة للنافذة الإستثمارية الموحدة،
3. يصدر مجلس إدارة الهيئة بناء على تنسيب الرئيس التنفيذي للهيئة هيكلية تنظيمية ووظيفية للنافذة.
4. يتبع كافة الموظفين في النافذة للدوائر الرسمية التي يمثلونها ويشرف عليهم مدير عام النافذة.
5. يتبع مدير عام النافذة للرئيس التنفيذي للهيئة.
6. يحدد مجلس إدارة الهيئة الجهات الرسمية التي يجب أن تكون ممثلة في طاقم النافذة الإستثمارية الموحدة بناء على تنسيب الرئيس التنفيذي للهيئة بموجب تعليمات يصدرها مجلس إدارة الهيئة.

المادة ()

الموظفين المكلفين

1. تلتزم الجهات الرسمية المختصة عند تسمية الموظف المكلف الذي يمثلها لدى النافذة الإستثمارية الموحدة بما يلي:-
 - أ. أن يكون الموظف المكلف من ذوي الخبرة والإختصاص لإتخاذ القرار المناسب في الطلب المقدم للنافذة الإستثمارية الموحدة.
 - ب. أن يكون الموظف المكلف مخول بإتخاذ القرارات اللازمة دون الرجوع للجهة الرسمية التي قامت بتسميته، ويجوز له التشاور مع الجهة الرسمية على أن يتم إصدار القرار اللازم وفق المدة الزمنية المحددة في هذا النظام.
 - ج. أن يكون الموظف المكلف مخول بتحديد الرسوم المطلوبة لصالح الجهة الرسمية التي يمثلها، على أن تكون النافذة الاستثمارية الموحدة مخولة بهذا الاستيفاء، وتقوم الهيئة بدفع هذه الرسوم للجهات الرسمية المختصة وفق ما هو مبين في المادة () أدناه والمتعلقة بالرسوم.
 - د. أن يكون الموظف المكلف لديه صلاحية الدخول والتعامل مع الأنظمة الإلكترونية المعمول بها لدى الجهة الرسمية التي يمثلها بما في ذلك الدخول للبيانات والمعلومات والتصاريح والتراخيص والإيصالات والأدلة الإرشادية والنماذج والأوراق المتعلقة بعملها.
2. لا يجوز لأي جهة رسمية إنهاء التكليف الممنوح لموظفها المكلف لدى النافذة الإستثمارية الموحدة إلا بعد إعلام الرئيس التنفيذي خطياً بذلك وقبل مدة لا تقل عن عشر أيام من تاريخ تسمية الموظف المكلف الجديد.

3. للرئيس التنفيذي وبعد أخذ موافقة مجلس الإدارة، ولأسباب مبررة أن يطلب من الجهة الرسمية إنهاء التكليف الممنوح لموظفها وتسمية بديل عنه وعلى الجهة الرسمية أن تُعين البديل خلال مدة لا تزيد على ثلاثة أيام من تاريخ طلب الرئيس التنفيذي.
4. يلتزم الموظف المكلف بتزويد مدير عام النافذة الإستثمارية الموحدة بتقرير ربع سنوي عن عمله لديها بما في ذلك القرارات التي إتخذها سواء بالموافقة أو الرفض.
5. يشرف مدير عام النافذة على كافة الموظفين في النافذة فيما يتعلق بعملهم بموجب هذا النظام ويتبعون في شؤونهم الوظيفية للدوائر التي يمثلونها.

المادة ()

مهام مدير النافذة الإستثمارية الموحدة

يتولى مدير النافذة الإستثمارية المهام المناطة به بموجب القانون وهذا النظام، وعلى سبيل التحديد يتولى المهام التالية:

1. الإشراف على نظام العمل داخل النافذة الإستثمارية الموحدة وكافة الموظفين فيها وضمان إلتزام موظفيها والموظفين المكلفين بساعات العمل، ويضع القواعد والآليات والإجراءات ومؤشرات الأداء لإنجاز معاملات الترخيص والموافقات المطلوبة وآلية معالجة الطلبات الواردة للنافذة الإستثمارية الموحدة بالسرعة الممكنة وذلك لضمان كفاءة الأداء وسرعة ودقة إنجاز المعاملات التي تدخل ضمن خدمات النافذة الإستثمارية الموحدة.
2. الإشراف على الرابط الالكتروني الخاص بالنافذة الإستثمارية الموحدة، والتأكد من معالجة الطلبات والإستفسارات الواردة إليه، وضمان سرعة إنجاز العمل إلكترونياً.

المادة ()

دليل الإرشاد للمستثمر

تقوم الهيئة بالتنسيق مع الجهات الرسمية بإعداد أدلة إرشادية باللغتين (العربية والإنجليزية) تتضمن معلومات وافية عن الإستثمار في فلسطين وتكون متاحة في مقر وفروع النافذة الإستثمارية الموحدة وعلى الرابط الإلكتروني الخاص بها، وتشمل هذه الأدلة ما يلي:

1. ضمانات الإستثمار التي يتمتع بها المستثمر.
2. حوافز الإستثمار التي يتمتع بها المستثمر سواء الحوافز العامة للإستثمار أو الحوافز الخاصة بالمدن والمناطق الصناعية.

3. أحكام الإستثمار للأجانب بما يشمل المزايا والقيود حسب التشريعات السارية.
4. أحكام الإستثمار في المدن والمناطق الصناعية.
5. التشريعات الضريبية النافذة.
6. التشريعات المتعلقة ببيئة العمل والعمال.
7. التشريعات المتعلقة بالبيئة.

المادة ()

تقديم الطلب

1. تقوم النافذة الإستثمارية الموحدة بإعداد نماذج الطلبات اللازمة لتقديم خدماتها. ويجب أن تكون كافة النماذج التي تعتمدها النافذة الإستثمارية الموحدة متوفرة على الرابط الإلكتروني أو في مقر النافذة الإستثمارية الموحدة أو أي من مكاتبها في المحافظات المختلفة أو في فروع ومكاتب النافذة في المدن والمناطق الصناعية.
2. يقوم مقدم الطلب أو من ينوب عنه قانوناً بتقديم الطلبات والمستندات اللازمة للنافذة الإستثمارية الموحدة سواء يدوياً أو إلكترونياً عبر الرابط الإلكتروني. ويجوز لمقدم الطلب تسليم الطلب والمستندات من خلال البريد المسجل الخاص بالنافذة الإستثمارية الموحدة أو عبر البريد الإلكتروني الخاص بها.
3. تقوم النافذة الإستثمارية الموحدة بتسليم مقدم الطلب إشعاراً يؤكد إستلام طلبه للدراسة بعد التأكد من إستيفائه لجميع الشروط والبيانات والمستندات التي تحددها. وفي حال كان تقديم الطلب إلكترونياً أو عبر البريد المسجل، تقوم النافذة الإستثمارية الموحدة بإرسال إشعار إستلام لمقدم الطلب.
4. تلتزم النافذة الإستثمارية الموحدة بدراسة الطلبات التي ترد إليها سواء كان الطلب قد تم تقديمه يدوياً أو إلكترونياً عبر الرابط الإلكتروني خلال مدة عشر أيام من تاريخ تقديم الطلب.
5. في حال عدم الرد على الطلب خلال مدة عشر أيام عمل يعتبر الطلب مقبولاً بحكم القانون.
6. يجوز لمن تم رفض طلبه تقديم التظلم للهيئة خلال أسبوع من تاريخ الرفض وفي حال رفض التظلم يحق لمقدم الطلب اللجوء للمحكمة المختصة للطعن في قرار الرفض.

المادة ()

سجل الطلبات

تعمل النافذة الإستثمارية الموحدة على إعداد سجل قيد للطلبات التي يتم تقديمها لها، وتتضمن الحد الأدنى من البيانات التالية:

1. إسم مقدم الطلب وعنوانه والبيانات اللازمة للتعريف عنه وعنوان التواصل معه سواء كان إلكترونياً أو بالطرق العادية.
2. نوع الطلب ورقمه التسلسلي وتاريخ وروده.
3. فحوى الطلب وطبيعة الخدمة المطلوبة، وإذا كانت متعلقة بترخيص مشروع، يتم بيان نشاط المشروع المطلوب ترخيصه والتفاصيل المتعلقة بهذا النشاط.
4. تاريخ إرسال إشعار الإستلام لمقدم الطلب.
5. حالة الطلب والتي تكون إما قيد المعالجة، أو قبول الطلب، أو رفض الطلب.
6. أي بيانات أخرى يراها مدير النافذة الموحدة ضرورية.

المادة ()

السرية

تعتبر جميع المعلومات والبيانات الخاصة بالمشاريع الإستثمارية والمشاريع المرخصة سرية، ويجب على كل من يطلع عليها في النافذة الإستثمارية الموحدة الحفاظ على سريتها وعدم إستخدامها إلا لغايات تطبيق أحكام القانون والنظام ولا يتم الكشف عنها إلا وفقاً لأحكام التشريعات النافذة.

المادة ()

تقارير إحصائية سنوية

تقوم النافذة الإستثمارية الموحدة بإعداد إحصائيات سنوية للمشاريع الإستثمارية والمشاريع المرخصة المشمولة بخدماتها، ويتم تقديم هذه الإحصائيات لمجلس الإدارة من خلال الرئيس التنفيذي، وتفيد هذه الإحصائيات البيانات والمعلومات عن كل مشروع بما في ذلك ما يلي:

1. اسم المستثمر وجنسيته وأي بيانات متعلقة به.
2. الشكل القانوني للمشروع الإستثماري.

3. حجم الإستثمار.

4. نسبة الإستثمار الأجنبي مقارنة بالإستثمار المحلي.

المادة ()

حسم الخلاف بين الجهات الرسمية

أي خلاف بين الجهات الرسمية ناجم عن تطبيق أحكام هذا النظام، يتم البت فيه من قبل مجلس إدارة الهيئة خلال يوم واحد، وفي حال عدم تمكن مجلس الإدارة من حل الخلاف يقوم رئيس المجلس بإحالته لرئيس الوزراء للبت فيه، ويكون قراره بهذا الشأن نهائياً.

المادة ()

الرسوم

1. تستوفي الهيئة من خلال النافذة الإستثمارية الموحدة الرسوم والبدلات مستحقة الدفع عن الرخص الصادرة وفقاً لأحكام التشريعات الخاصة وأي رسوم أو بدلات مستحقة للجهات الرسمية.
2. توزع المبالغ المحصلة وفقاً لأحكام الفقرة (1) من هذه المادة على حسابات الجهات الرسمية المختصة وفقاً للترتيبات المتفق عليها بين الهيئة وهذه الجهات الرسمية.

المادة ()

التعليمات

يصدر مجلس الإدارة التعليمات اللازمة لتنفيذ أحكام هذا النظام.

المادة ()

الإلغاء

يلغى كل ما يتعارض مع أحكام هذا النظام.

المادة ()

السريان والنفاذ

على الجهات المختصة كافة، كل فيما يخصه، تنفيذ أحكام هذا النظام، ويعمل به من تاريخ نشره في
الجريدة الرسمية.

صدر في مدينة رام الله بتاريخ: / / 2022

رئيس الوزراء

**Minster of Council Resolution No. () of 2022
On The One-Stop-Shop**

Council OF Minsters

Based on the provisions of the amended Basic Law of 2003 and its amendments, mainly Article (70) ; and

Having reviewed Decree-Law No. () of 2022 On Investment Promotion in Palestine

Having reviewed the Resolution of the Council of Minsters No. (4) of 2015 on Investment Promotion in Palestine; and

Pursuant to the recommendation of the Board of Investment Promotion & Industrial Estate Agency (IPIEA),

Pursuant to the Resolution of the Council of Ministers in its session No. () 2022, ; and

Based on the powers vested in us; and

For the public interest,

We have issued the following Regulation:

#

Article (1)

Definitions

1. The following words and expressions shall, for the purposes of implementing the provisions of this Regulations, have the meanings assigned to them below unless the context indicates otherwise.

Law: Decree-Law No. () of 2022 On Investment Promotion in Palestine.

Country: State of Palestine

Council of Ministers: Council of Ministers of the State of Palestine

Ministry: Ministry of National Economy.

Minister: Minister of National Economy.

Agency: Investment Promotion & Industrial Estate Agency (**IPIEA**)

Board of Directors: The Board of Directors of the Agency

Chairman of the Board: The Chairman of the Board of Directors of the Agency

Chief Executive Officer: The Executive Director of the Agency

One-Stop-Shop (OSS): The shop where its headquarter at the Agency, its branches, or any of its offices located inside or outside the Industrial Parks and Free Zones, and providing the services set out in this Regulation.

Investment Enterprise: Practicing an investment activity in the sectors or subsectors set out in the Law whether the said activity inside or outside the Industrial Parks and Free Zones.

Licensed Project: Any project has a license to operate within the Industrial Parks, Industrial Free Zones, or Specialized Zones.

Investment: Use and spend money to establish and operate Investment Enterprise by the Investor whether its new or existing Investment Enterprise.

Applicant: Any qualified person to submit an application to the Agency to use the services of OSS.

Industrial Parks and Zones: This term includes Industrial Parks, Industrial Free Zones, and Specialized Zones.

Investor Certificate: Approval issued by the Agency to an Investor in accordance with the provisions of the Law.

Competent Official Authorities: The official authorities represented in OSS and determined in this Regulation.

Assigned Employee: The employee appointed or delegated by the official authority to work at OSS and has authority to issue the necessary decisions.

Electronic link: The software system established to link all the relevant official authorities with OSS to facilitate and speed up the submission of applications and obtaining the required approvals.

2. In the event that any term is not defined in this Regulation, the definitions provided in the law shall be taken into account in this regard.

Article(2)

The Objective of the OSS

The OSS is considered the main gate to communicate with the applicant in order to facilitate providing services to the investor in order to encourage the investment climate in Palestine. It aims to develop the investment environment and encourage local and foreign investments by removing all bureaucratic obstacles and facilitating for the investor the incentives and exemptions set forth in the law and obtain the licenses and approvals required by the relevant legislation.

Article(3)

The OSS Department at the Agency

1. The Agency shall establish a department under the name of One Stop Shop (OSS). The OSS shall be directed by a manager and a number of employees as determined by the Agency in the administrative structure.
2. In addition to the Agency's staff, the OSS consists of employees assigned by the competent official authorities to issue the required approvals according to the legislation that regulates the work of the official authorities.
3. The following official authorities are represented at the OSS:

- A. Ministry of Finance
 - B. Ministry of Health
 - C. Ministry of Local Government
 - D. Environmental Quality Authority
 - E. Ministry of National Economy.
 - F. Ministry of Tourism and Antiquities.
 - G. Ministry of Communications and Information Technology.
 - H. Energy and Natural Resources Authority.
4. The competent official authorities shall nominate an employee assigned to handle the requests that come to the OSS.
 5. Any requests related to other official authorities that are not represented in the OSS, shall be sent to the said authority through the OSS staff to obtain a reply.
 6. The authority's staff reports to the OSS manager, and each assigned employee reports to the official authority that he represents, and all of them are supervised by the OSS manager.
 7. The OSS Manager reports to the Agency CEO.

Article (4)

The Assigned Employees

- 1 .When naming the assigned employee who represents them at the OSS, the competent official authorities shall comply with the following:
 - a. The assigned employee should has experience and shall be specialized to take the appropriate decision in the application submitted to the OSS.
 - B. The assigned employee is authorized to take the necessary decisions without referring to his official authority, and the assigned employee may consult with his official authority, provided that the necessary decision is issued according to the time period specified in this Regulation.
 - c. That the assigned employee has the authority to access and deal with the electronic systems in force at the official authority he represents, including access to data, information, permits, licenses, receipts, guidelines, forms and papers related to his work.
- 2 .Any official authority shall not terminate the mission of the assigned employee except after notifying in writing the Agency CEO and before a period of not less than ten days from the date of naming the new assigned employee.
3. Based on the recommendation of the OSS manager, the Agency CEO may, after obtaining the approval of the Board of Directors, and for justified reasons, request the official authority to terminate the mandate given to its employee and nominate new employee. The official authority must appoint the new employee within a period not exceeding three days from the date of the CEO's request.

Article (5)
OSS Manager Tasks

The investment OSS manager shall undertake the tasks set out under the Law and this Regulation, and specifically the following tasks:

1. Supervise the work within the OSS and all its employees and ensure the commitment of the employees and assigned employees to working hours, and sets the rules, mechanisms, procedures and performance indicators to complete the licensing transactions and required approvals and the mechanism for processing requests received from the OSS as soon as possible in order to ensure efficient performance and the speed and accuracy of completing transactions within the OSS services.
2. Supervise the OSS electronic software, ensure that the received requests and inquiries are processed, and ensure the speed completion of work electronically.

Article (6)
Tasks and Services of the OSS

The OSS has the following duties and responsibilities:

1. Receiving applications related to investment and verifying the extent to which they meet the conditions stipulated by the law and this Regulation through a one station, which is the OSS. These include investment registration requests, benefiting from the incentives stipulated in the law, benefiting from the incentive package contract, obtaining the specialized resolutions, obtaining approvals to work in the industrial parks and zones, and other requests related to the Agency.
2. Receiving requests related to obtaining services provided by the competent official authorities, including, for example:
 - Registration of the investment project with the income tax and value-added tax departments.
 - The necessary approvals to start the implementation of investment projects, including, for example: construction licenses, a license to establish an industrial enterprise, an operating license, professions and crafts licenses, a Chamber of Commerce certificate, approvals from local authorities, and approvals from the relevant ministries and government departments.
 - The necessary approvals for the investment project after its operation, including, for example: renewal of registration license and renewal of any licenses obtained to start operating, product registration certificate, food safety certificate.
 - Environmental approvals required for the investment project.
3. Receiving any requests set out by the Law.
4. The OSS is authorized to collect any fees related to the authority or the official authorities in exchange of the submitted applications.
5. Establishing a database that assist the investor obtaining all information, services, and legislation, including reply of inquiries.
6. Providing information to the investor about the necessary mechanisms for licensing the investment project.
7. Carry out any other tasks approved by the Board of Directors.

Article (7)
Access to the OSS

The OSS shall be established at the Agency's headquarter, and it shall have offices at the cities, and industrial parks and zones to facilitate the work of investors and project owners to obtain all licenses, permits, certificates and documents issued by the competent governmental agencies to establish an investment project in or out industrial parks and zones, by submitting applications at the OSS. The OSS shall have an electronic link on the Agency's website, which shall be available to any investor to submit an application for the services provided by the OSS.

Article (8)
Submission of Application

1. The OSS prepares the application forms necessary to provide its services. All forms approved by the OSS shall be available at the electronic link or at the OSS's headquarters or any of its offices in the different cities or the branches and offices of the OSS in industrial parks and zones.
2. The applicant or his legal representative shall submit the application and necessary documents to the OSS, either manually or electronically via the electronic link. The applicant may deliver the application and its documents through the OSS registered mail or via its e-mail.
3. The OSS shall deliver a notice to the applicant a confirming the receipt of his application for review, after making sure that the applicant fulfills all the required conditions, data and documents. In the event that the application was submitted electronically or via registered mail, the OSS shall send a notice of receipt to the applicant.
4. The OSS shall refer the application for review and evaluation as appropriate. If the application is related to the services provided by the Agency, the application is referred to the Chief Executive Officer, and if the application is related to the services of the official authorities, the application is referred to the competent official authority through its representative or through the Agency's staff to the official authorities that not represented in the OSS.
5. The Agency and/or the competent official authority shall review and evaluate the submitted application, and make the response within a period not exceeding one month from the date of receiving the application.
6. The OSS shall be informed of the decision issued regarding the submitted application, and the OSS shall notify the applicant in writing of the status of his application.
7. In the event that the submitted application to the OSS is not has an answer within a period of two months from the date of submission, the application is considered to be accepted by law.
8. A person whose application has been rejected may submit a grievance to the Agency or the official authority that rejected his application within a week of being notified of the rejection decision. In the event that the grievance is rejected, the applicant has the right to resort to the competent court to challenge the rejection decision.

Article (9)
Applications Register

The OSS prepares an entry record for the submitted applications, and the record includes the following minimum data:

1. The name of the applicant, his address, the data necessary to identify him, and the address of communication with him, whether electronically or by regular means.
2. The type of application, its serial number, and the date it was received.
3. The content of the application and the nature of the required service, and if it is related to a project license, the activity of the project to be licensed and the details related to this activity shall be indicated.
4. The date on which the notice of receipt was sent to the applicant.
5. The status of the application, which is either under processing, acceptance of the application, or rejection of the application.
6. Any other data that the OSS manager deems necessary.

Article (10)
Investor's Guide

The OSS, in coordination with the official authorities, prepares guides in both languages (Arabic and English) that include comprehensive information about investment in Palestine, and shall be available at the OSS's headquarters and branches and on its electronic link. These guides include the following:

1. Investment guarantees that the investor enjoys.
2. Investment incentives enjoyed by the investor, whether general investment incentives or incentives specific to the industrial parks and zones.
3. Investment provisions for foreigners, including advantages and restrictions, according to the legislation in force.
4. Provisions for investment in the industrial parks and zones.
5. The tax legislation in force.
6. Legislations related to the labor environment.
7. Legislations related to the environment.

Article (11)
Confidentiality

All information and data related to investment projects and licensed projects are considered confidential, and anyone has access to these data and information in the OSS must keep the confidentiality and shall not use them except for the purposes of applying the provisions of law and order and shall not disclose except in accordance with the provisions of the legislation in force.

Article (12)
Resolve the Dispute between the Official Authorities

Any dispute between the official authorities resulting from the application of the provisions of this Regulation shall be resolved within one day by the Board of Directors of the Agency. In the event that the Board of Directors is unable to resolve the dispute, the Chairman of the Board shall refer it to the Prime Minister for a decision, and his decision in this regard shall be final.

Article (13)
Instructions

The Board of Directors shall issue the necessary instructions to implement the provisions of this Regulation.

Article (14)
Cancellation

Any provision contradicts the provisions of this Regulation shall be repealed.

Article (15)
Validity and Entry in Force

All competent authorities, each within its jurisdiction, shall implement the provisions of this Regulation, and it shall come into effect from the date of its publication in the Official Gazette.

Issued in Ramallah City on the date of //
Prime Minsters

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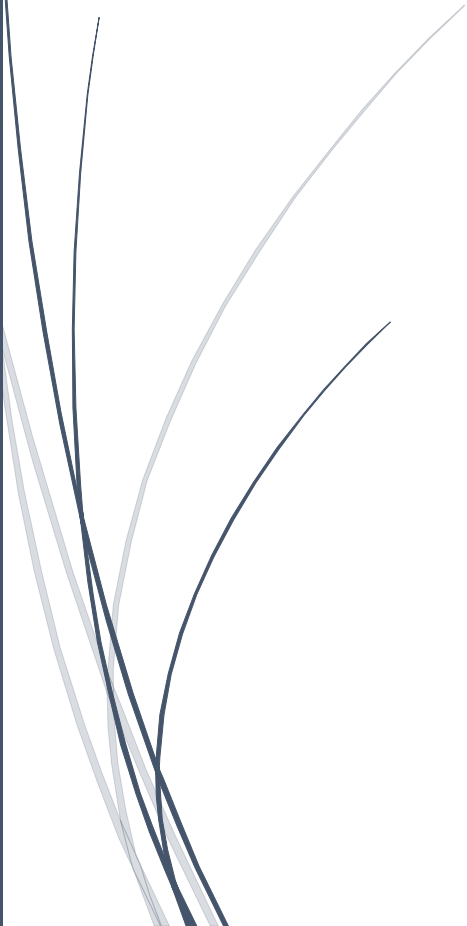
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別添 12

**JAIP Phase II ビジネスプランへの
コメント（2019年4月）**

4/18/2019

Comments on JAIPCo's Business Plan



PREFACE

Palestinian Industrial and Free Zone Authority (PIEFZA) received Business Plan from JAIP Company (JAIPCO) in March 2019, followed by the Final Master Plan for the Jericho Agro-Industrial Park (JAIP), which has been supported by the Japanese Government.

This comments regarding the Business Plan were prepared by JICA experts in order to make the effective, efficient implementation for Phase I (14 hectares) and Phase II (47.5ha).

In this report, JICA experts summarized the recommendation and advice to JAIPCO expecting their good performance and achievement for developing, marketing and operation/management of JAIP, so that JAIP may have role of industrial development in Palestine as well as encouraging the foreign investment.

As the most important point, JAIPCO would like to pay attention to promoting reliable foreign investment although Phase 1 target is mainly SME of Palestine. It is observed that successful industrialization utilizing industrial parks has been achieved by the foreign direct investment who has technology, financial, and international marketing capacity.

Now in Palestine, four industrial parks are under developing, i.e. Bethlehem Industrial Park developed by French developer and supported by French Government, Jenin Industrial Park developed by Turkish developer and supported by German Government, and JAIP developed by JAIPCO and supported by Japanese Government. New industrial park in Hebron developed by Chinese Group and supported by Chinese government is under preparation. Thus, JAIPCO faces competition to these industrial parks by proposing better condition, better incentives and better services to the tenants.

It would be much appreciated that JAIPCO will sincerely take our comments into consideration when implementing the business plan and make a good project.

April 2019
JICA EXPERT TEAM

CHAPTER 1. OBJECTIVE AND STRATEGY OF JAIP

1. Target of investor:

【Business Plan】 (see 2.1.1.) (see 2.1.3)

2.1.1

JAIPCO and stakeholders suggest that relatively small and medium industries would be a good target for investment attraction. JAIP is somewhat limited in its ability to attract large industries due to the size of the local labor force associated with their skills and cost. These limitations can certainly be improved in the long-term. However, in the short to medium term the key targets for investment attraction are 1000m²-5000m² of land that may serve light industry, medium industry, warehouses and facilities.

2.1.3

Key marketing message for Market demand; "Available land space for potential industries are between 1000-5000m². These lots will serve light and medium promising industries.

【Comment】

JAIPCO's target of tenants for Phase II is advised to be included larger scaled industry from domestic and foreign countries due to the following reasons.

- (1) If Palestine wishes to accelerate industrial development, industrial park has target to get bigger scaled domestic and foreign investor who has technology, financial and international marketing capability so that they could invite the relative industries to develop clustering.
- (2) Therefore, the plot of land in business plan for phase 2, 1000m²-5000m² plots is allocated for rather small and medium industries, 5,000 m²-10,000 m² plots which are allocated normally adopted in other country
- (3) Investors whose business is mainly warehouse is not recommended in JAIP.

2. Type of Demand anticipated by JAIPCO LLC for Phase II

【Business Plan】 (see 2.1.3)

JAIPCO listed various industries, such as shoes industries, etc.

【Comments】

JAIPCO must be careful not to select the pollution type of industry and is advised to make selection criteria of tenant not to select the followings.

- Pollution type of industry (ex. leather industries)
- Un-stable financial status companies
- Industries who require huge volume of water and electricity etc.

CHAPTER 2. JAIP SITE PLAN

1. Percentage of Land Use Space

【Business Plan】 (2.2.1)

【Comment】

- (1) According to business plan, total developed area for Phase II is 47.5ha including Wadi (1ha) developed by PIEFZA. It must be clear if Wadi is included in Phase II developing area, because Wadi is offsite part.
- (2) Business Plan specify the required land area for utilities (2,483m²) such as transformer Building, pumping station, solar power, water tank), but we need the basic design concept of such required land for each utility.

2. Comparison of leasing cost, utilities cost among Palestinian Industrial Park

- (1) JAIPCO has already made up the water/waste water consolidated cost as 4.5 NIS/ m³ (US\$1.43/ m³) (US\$1.00/ m³ for water + US\$0.43/m³) charging to tenant, while in other industrial parks in Palestine is higher i.e. Bethlehem IP charges 5NIS/m³ water + 5NIS/ m³ for waste water= 10NIS(US\$2.64). But no service charge.
The difference between JAIP and Bethlehem is that Bethlehem IP has waste water Treatment Plant and therefore they will charge more for waste water. We wish to comment that JAIPCO is better to increase water/waste water charge taking Bethlehem IP charge into consideration;
 - Stable water supply system, after deep well system works, must be great economic benefit for tenant so for that willingness to pay could be increased.

- In order to solve the present problem of illegal waste water from tenants, JAIPCO shall spend more cost for supervision and also in near future, JAIPCO is necessary to have waste treatment plant in JAIP for which operation cost will be covered by the tenant.

(2) Land Leasing Cost

According to the comparison list, land leasing cost for JAIP and Bethlehem IP is US\$9/ m²/year for JAIP's phase I and US\$6/ m²/year for Bethlehem IP respectively. This land leasing price is very high price compared with other countries as per shown in the attached sheet except Israeli. If international foreign investors other than Israeli are to be invited, JAIPCO must make more competitive land leasing cost.

CHAPTER 3. Gap Analysis for Phase 1

【Business Plan】 (2.2.3)

In Business Plan, JAIPCO describe the failure points as gaps for each category.

【Comment】

JAIPCO must propose the Action Plan for overcoming problems and fulfilling gaps which JAIPCO pointed out as counter-measurement. While not only technical problems but also the commercial problems are strongly advised JAIPCO to be raised up.

➤ Example:

Item	Problems or difficulties	Gaps
1. Land leasing price	Not attractive to tenant specially for foreign investors.	To be set as competitive rate.
2. Rental Factory	First hunger is not satisfactory to the tenants and aging. Set back was used for stock yard by tenants	To have good maintenance of the hunger and to give warning to tenant not to use set back area for stock yard or other purpose.
3. Supervising operation by Tenant	Not sufficient supervising operation of tenants to obey the industrial park regulation is not executed due to lack of experience capacity of JAIPCO.	To increase the number of engineers (particularly environment) and the opportunity to be trained.
4. Services	More enough services to respond requirement of tenant	To set up the mechanism to get the requirement of tenants timely

5. Evaluation of Tenant	Local SME sometimes have not enough financial as well as marketing capacity. Such tenants sometimes cannot continue operation of the factory and failed due payment to JAIPCO	To evaluate more carefully financing capability of the candidate of tenants before LA. For this purpose, JAIPCO will have evaluation criteria as manual.
6. Service Fee	Water/waste water charge is rather lower than other IPs in Palestine. But for better service and for expecting continuous profit, current charge is low.	To reconsider the tariff structure to differentiate the volume of use.
7. Marketing	Not organize promotion seminar for Phase 2	To start quickly to have good tenants not only in domestic but also in abroad
8. Maintenance work	Getting 8% (plus 2% for each 2 years increase) but maintenance works has not been observed for road, on-site facilities such as water tanks, etc.	According to maintenance manual, daily and periodical maintenance for each category are to be done by appointing person with responsibility.

- Remarks; The above gap analysis for commercial parts is an example and JAIPCO is advised to have such analysis with improvement.

CHAPTER 5. JAIP's Role in Economic Development

【Business Plan】 (2.4)

JAIPCO mention in business plan that they will act as role of economic development in Palestine through JAIP.

【Comment】

Appreciating that JAIPCO will enough consideration on such development in Palestine. In this regard, it would be much appreciated if JAIPCO will take into the following points.

- (1) It is important to support local SME in Palestine through JAIP and it is fact that there are very few large scaled companies in Palestine. 90% or more of the Palestinian companies are SME with limited financing capacity. Therefore, it is rather difficult to achieve substantial economic development if only Palestinian SME are invited to JAIP.

(2) As JAIPCO knows, all the developing countries in old China, old Thailand, current South East Countries such as Vietnam, Indonesia, Philippines, Cambodia have been developed by government policy to invite foreign investors specially in the field of manufacturing industries, since local SME cannot have strong financing capacity, nor marketing source, nor technology. Actually such promotion of foreign investors has been success of the industrialization in the country bringing foreign currency by export because foreign investors have enough financing capacity as well as export market.

CHAPTER 6. Financing Analysis

【Business Plan】 (2.5 Table 17)

Total investment cost for Phase II

Proposed Development Item Phase II.		Phase II (47.5 ha) Cost (US\$)	Stage I (11.5ha) Estimation	Stage 1 (6.8ha) Saving
	Telecommunication	241,294	58,419	
	Sewage network	658,999	159,547	
	Electricity	3,295,825	797,937	
	Water Network	1,285,511	311,229	
Non-Processing	Land Reclamation	2,794,303	0	
	Landscape	420,096	101,707	
	Roads	2,627,062	636,026	
	Gates	179,224	179,224	
	Fire system	658,736	159,483	
	Control Systems	267,918	64,864	
	External Walls	569,386	137,851	
	Storm Water	367,299	88,925	
Grand Total		13,392,654	3,242,432	1,917,264

【Comment】

The above investment cost US\$13,392,654 is total cost for Phase II and we may suggest that;

It takes minimum 5 years or 7 years to get full occupancy of Phase II, then it is better not to investment one time because one-time investment is huge burden on JAIPCO but to develop stage by stage or by the progress of tenant occupancy.

While in view of Stage I (11.5 hectares) of Phase II, JAIPCO may be able to save cost as follows;

(Factor of Cost Saving for Phase II – Stage 1)

- The following Area does not need any infrastructure in-side.
 - Logistic Center; 2.7 ha is secured in Master Plan and therefore developer need not spend any cost of infrastructure inside of this plot area, because this development is made by logistic tenants.
 - Waste Water Treatment Facilities (expected 2.0 ha is required and these developments inside of plot will be carried out by UNOPS by Japanese Fund).
 - Therefore, the developing area can be reduced from 11.5 ha to 6.8 ha. The total estimated construction cost of Stage I of Phase II will be US\$1,917,264 instead of US\$3,242, 432 as per above table.

- Land Reclamation Cost:
 - Land reclamation cost (US\$662,628) for Stage I of Phase II was already funded by Japanese

- External Walls Cost:
 - The external wall facing to the road for Wastewater Treatment Plant and Logistic center will be constructed by tenants of logistic center and by UNOPS respectively, these costs can be saved.

- Electricity Network, Road and other Cost:
 - If JAIPCO will target tenants who are bigger scale enterprises (5000m²~10,000m² as open lot) not SME (1000m² ~5000m²) then it is sure that other on-site infrastructure may be saved.

- Elevated water tank and under-ground tank:
 - There is no space in plot plan for elevated water tank with ground tank in master plan. However, we recommend to build an elevated water tank with capacity of 500m³ and under -ground tank (concrete made) with capacity of 1500m³ for securing proper volume of industrial water in case of shortage of water from

municipality and emergency.

- Space for this elevated water tank and under-ground tank may be estimated minimum 2000m³. which must be considered.
- The recommended design concept for this water reserve tank were shown in the previous JICA's comments with sketch.

- **Telecommunication:**

In the business plan, JAIP needs 200 lines using optical fiber, not to use normal copper cable. Currently, still optical fiber is not installed at JAIPCO. It is using copper cable. Therefore, tenants are facing with such problems that they cannot send big volume of data.

(Conclusion)

As per above assumption, JAIPCO may save investment cost for Stage I of Phase II as US\$1,200,000 level (US\$1,917,264 – US\$) as total investment cost for Stage 1 of Phase II.

Also, if JAIPCO has developed step by step by the progress of investment from tenants they may less their investment load and start from US\$1,000,000 or less as initial stage. While, the construction cost specified in JAIPCO's table is average US\$25.7/m² which is higher than the case of other countries so JAIPCO is recommended to try to reduce such construction cost without specification-down.

CHAPTER7. Environment Protection

【Business Plan】 (4.3.1)

Business plan stipulate that JAIPCO developed a final treatment facility within JAIP to accommodate daily throughput. Raw waste water will be pre-treated individually by each factory and processed under the responsibility of the municipal services.

【Comment】

Most of the country has regulation that industrial park should have industrial waste water treatment plant although developer has industrial regulation for tenant to

keep their waste water with the quality in accordance with the governmental environment regulation and if they produce the waste water out of range of quality, the developer must handle their own waste water treatment units.

Therefore, in business plan, these facilities shall be required as on-site infrastructure, and we wish to recommend JAIPCO to have minimum 500 m³/day of waste water treatment plant in Stage 1 of Phase II and in future up to 2,000 m³/day which will be produced from tenants in Phase I and Phase II. The required land for this waste water treatment plant will be estimated minimum 2ha expecting to increase the capacity up to 2,000m³/day.

CHAPTER 7. Revenues

1. Business Plan

(4.3, 4.3.2 etc.,)

【comment】

It is recommended to study to increase the revenues from the following sources.

- (1) By changing the water & waste water cost that is currently being offered by JAIPCO as consolidated tariff of water supply and waste water as total 4.5 NIS (2.5 NIS for water to municipality plus 1 NIS for waste water to municipality) and JAIPCO is only getting 1.0 NIS.

However, due to the fact that JAIPCO may spend much cost for taking care of wastewater by supervising tenants' operation, and JAIPCO may get more charge from tenants.

JAIPCO may also get more water charge from the tenants to use much water which is good effect to let all the tenants to save water.

- (2) Services

In clause 4.3.2., JAIPCO propose to provide various services, and it is surely preferable to the tenants, but if JAIPCO will provide some of services with fee, it is also producing additional revenue for JAIPCO so it is recommended to study more such service with fee by JAIPCO. In the various industrial parks in other county, developer is getting much revenue from such services.

As future program, tenants enjoy additional service from SPC (special purpose company) which is responsible for operation and maintenance for PV and electric network inside of JAIP. Stable and economic supply of electricity will

enhance the financial capability of tenants to make stable payment to JAIPCO. Technically reliable and experienced foreign investment of Kandenko as one of shareholder for SPC is also make tenants satisfied.

(3) Pricing

As recommended above, JAIPCO is recommended to make new leasing tariff for open lot by higher leasing cost to small industry who use small lot and lower leasing cost to the bigger scaled industry who use large lot more than 1 ha.

Principally it is recommended not to make monthly payment condition unless it will be good financial advantage to the developer. Minimum 5- 10 year advance basis from tenants might be preferable in order to secure the payment.

CHAPTER 8. Marketing Work

【Comments】

Appreciating JAIPCO is planning to encourage investors to JAIP, it is recommended to have the following scheme as the frame of JAIPCO's marketing program.

- (1) Seminar of investment promotion in each district in Palestine
- (2) Overseas seminar (UAE, Jordan, etc.)
- (3) Preparing materials for introducing JAIP

OTHER USUFUL Information

1. Comparison of other Industrial Parks in Middle East Area

JAIPCO must compete with other industrial parks in middle east countries. For your reference, attached is latest comparison list of industrial parks in Middle East as of March 2019.

2. Other comments

Regarding some of design concept, please refer to the previous comments on master plan as per attached which was submitted to you on Sept.1 2017 although JAIPCO reflected to change some of design concept based on these comments.

Also please refer the case of business plan of Bangladesh (65.2 hectares) with almost same scale of JAIP (Phase I + Phase II) of which information was delivered to JAIPCO. So JAIPCO is advised to use such design to some extent for starting design and for

making business plan.

3. Bethlehem Industrial Park (BIP)

BIP has already developed Phase 1 (5.3 hectares) with full occupied by tenants and Phase 2 (4.1 hectares) with 60% occupied land and is developing Phase 3 (3.0 hectares), where total 12 companies started commercial production and 3 companies are going to start operation soon.

JAIPCO will compete with BIP and other developing industrial park in Jenin and Hebron, so JAIPCO is recommended to make plan to compete with such industrial parks in infrastructure, leasing price, utilities cost, and tenant services.

4. Visiting IPs in Asia

Actually, industrial parks in Asian countries make substantial contribution to national economy growth. Therefore, JAIPCO is recommended to make survey the Industrial Parks in Asian countries specially in Vietnam, for improving your development, operation and management including services for tenants.

(END)

Attachment: Comparison List of Industrial Park in Middle East.
Comments of Master Plan in 09/1/2017

COMMENTS ON FINAL MASTER PLAN

BY JAIPCO FOR STAGE II. FOR JAIP

Prepared on Sept.1, 2017

By JICA EXPERT (K. Kurita)

1. Summary

The Master Plan submitted to PIEFZA by JAICO is not the “Master Plan” which PIEFZA will request, because it is not reflected the case of Stage I and not considered the new design concept from the marketing points of view.

This proposed Master plan is just like “General Idea “without detailed study by specialist.

(1) Roles and function of Industrial Park:

In the Project Overview (No.1) of Master Plan only emphasized the function of Industrial parks are ① contribution of industrialization ② job creation ③ Competitive environment to activate investment, but principally JAIPCO must well re-understand the roles and function of industrial parks as below.

- a) To contribute of economic and industrialization of the country.
- b) To contribute the job creation not only direct employment but also in-direct employment effects.
- c) To control and protect the environment by one unit of industrial park rather than individual industrial firms.
- d) To use the utilities (electricity and water) efficiently as a tool of industrial park
- e) To provide various services by the developer to the tenant(s) to enable tenant(s) operation smoothly

From the activities by JAIPCO in Stage I, it is regret to say that JAIPCO has not conducted the good performance specially from the above c) to e) which has been asked by PIEFZA many times to JAIPCO since started and therefore, JAIPCO should review self-examination of their past experience and reflect it to the Master Plan.

(Example)

- JAIPCO neglected the supervising of the environmental control in JAIP.
 - ✚ Not to have constructed drainage duct along road as promised in the master plan for Stage I which caused the overflow of rainfall
 - ✚ Not to have checked the quality of waste water from each tenant(s) and as result Waste Water Authority in Municipality refused the waste water to flow-out from JAIP because the quality of waste water did not match with the required figures specified in the Agreement.
 - ✚ To control and supervise the solid waste from JAIP such as solid waste
 - ✚ To have waste water pond to use it as recycled water by using some facilities
 - ✚ To use LED lamp (with PV) for public lightening system (if LED lamp is used, 90% of electricity consumption is saved with long life more than 10 years.)
 - ✚ To establishing pricing schedule for water by changing price of water by the usage of water volume i.e. big volume user as higher price than small volume user.
- JAIPCO had not provide the good tenants services for Stage II by the voices from each tenant(s) which may cause by the lack of man-power of JAIPCO , fund and/or lack of non-understanding the kinds of tenant service.

(2) Lack of Marketing Study

JAIPCO did not study the following in their Master Plan.

- Category of tenants which they are going to invite.
For Stage II, in addition to the Agro-Industrial Park, it is allowed to invite

other type of industries, and they must study what kinds of other industries to be invited.

- By the category of invited category of industries they must estimate the required waters and electricity.

In the latter part of this comment document, we will show the case how to calculate the demand of utilities as well as logistic volumes which are usually prepared by the developer in the international industrial park.

- (3) Necessity of Dividing for Stage II (48.5 ha) into two phases i.e. Phase 1 (11.5ha) and Phase 2 (37ha) :

- In Master Plan, it is not mentioned in dividing Phase I and Phase II, it must be studied in details because the time of development is different.

2. Land Use Plan

The Land Use Plan shall be divided into Phase 1 and Phase 2 of Stage II. As general comments for total Stage II, we will comments as follows.

- (1) We need basic design concept of all the land use plan. The proposed by JAIPCO is too much general.
Without such basic design concept, JAIPCO cannot estimate the construction cost of on-site infrastructure.
- (2) In Master Plan, JAIPCO is again planning to construct Rental Hangers with cost of US\$12,606.300 but all the industrial area must be open lot, except the case that JAIPCO will construct order made rental – factory requested by tenants (not by standard hunger), due to the followings.
- a) Hangers which Developer and UNDP constructed are not suitable for processing industries.
 - b) As far as technical point of views, existing hangers are low-grade quality and therefore it has not long life compared with the normal type of industrial firms constructed by tenant himself.
 - c) The construction cost of hangers will estimated at US\$12,606,300 by JAIPCO which is about 48% of the total construction cost of US\$25,998,954 and it is out of JAIPCO's finance capacity and if JAIPCO has not get tenants in time, JAIPCO may get financial burden until full-occupancy, which is risky as business and it cause bad effect for JAIP.
- (3) Logistic Center:
- a) Master Plan shows Logistic Center is 54,137m2(abt. 5.4 ha), but JAIPCO has not mentioned the concept of logistic center including facilities required and cargoes volume, etc. which must be submitted to PIEFZA.

JAIPCO must note that for study for calculation of the required land will be made as per the followings taking into consideration of the cargo volumes to be handled even if it is only cargoes from tenants of JAIP or from others. If JAIPCO will consider these logistic center will be leased to other logistic company, JAIPCO must get such professional preliminary proposal from such prospective logistic company. To get leasing cost from logistic company who cannot use full of land efficiently, then it is not good for JAIP because JAIP is tool of industrial firms not for giving precious huge land for such supporting

service companies.

While the followings are just for reference that JAIPCO must submit such concept to PIEFZA by consulting with specialist if they will propose 5.4ha.

- b) In case Stage II is divided into two Phases, Phase I is only 11.5ha and if JAIPCO use 5.4ha for logistic center, only 2-3 hectares might be used for industrial firms, which is not preferable, because there might be case that Phase II's start of development is delayed.

ESTIMATION FORMULA (SAMPLE)

Categories	Calculation Base	Total Required Lan
Cargo Storage for Debarkation/Embarkation		3,000m ²
Empty container Area	Cargo volume/360days x 10days (duration) = 324 Numbers =162nos (2 stacking) x 30m ²	5,000m ²
Truck-space around storage	1500m ² (trailer 20 units x 18m x 3.5m + 200m ²)	1,500m ²
Operation Center	Office 250m ² + parking 250m ²	4,000m ²
Total		17,000m ²
Future expansion		10,000m ²
Grand Total		27,000m ²

Notes: The above logistic center is for industrial park with total development area is about 65.2 ha where the tenants is similar as JAIP while Logistic center in above case is also handling cargoes from other Area.

**ESTIMATED CARGO VOLUME FROM JAIP
(SAMPLE)**

(Referential Data) to be studied in this way by logistic specialist of JAIPCO.

A. Container Cargo Volume For Export & Import from JAIP (Estimation)

Industries	Area (ha) Leasing Area	Factory No.	Estimated Container Cargoes (TEU/Year)			
			JIAP(61.5ha) up to 2019 (Stage I 14.0ha + Stage II 47.5ha)			Expansion 114.5ha after 2020
A. from JAIP	By Using JAIP		Import	Export/ Domestic	Total	Total
Agro Industry		27(20)	10,800	28,080	38,880	
Plastic Processing		3(5)	1,080	2,160	3,240	
General Processing		16(20)	,8,640	10,560	19,200	
Electric		2(10)	540	900	1,440	
Machinery		2(5)	1,056	1,334	2,400	
Total () from Stage II	43.0	50(60)	22,160	43,034	65,200	121,272
B. From other Industrial Area					21,996	109,980
Grand Total					87,196	231,252

*Remarks: Total Export/Import through KHB is 527,921 tons in 2013 according to the Jordanian Custom Statistics, which is equivalent to 21,996TEU.
1TEU = max. 24 tons*

B. The Factors to be considered

- (1) The cargoes from JAIP (Stage I + II) (61.5ha) will be estimated maximum 65,200TEU in 2019 when all the factories will be in full operation which means about 178 containers(20ft container) per day including import/export is moving. This figures also means one factory will move max. 2 containers per days. Actually, this figures are optimistic ones and at the initial stage, it will be one container per week from each factory by the natures of the products. Therefore, it is advisable to review the volumes from each existing factories and ask their intention to use logistic centers in JAIP or directly they wish to move their factory to KHB without saving cost.
- (2) The cargoes through KHB is rather small volume and it is reported in 2013 the total containers numbers is about 21,996 TEU which means about 60 containers through KHB including import and export.
- (3) To be considered the advantage to have logistic center in JAIP because Israel is also planning to expand their logistic center at KHB in future.

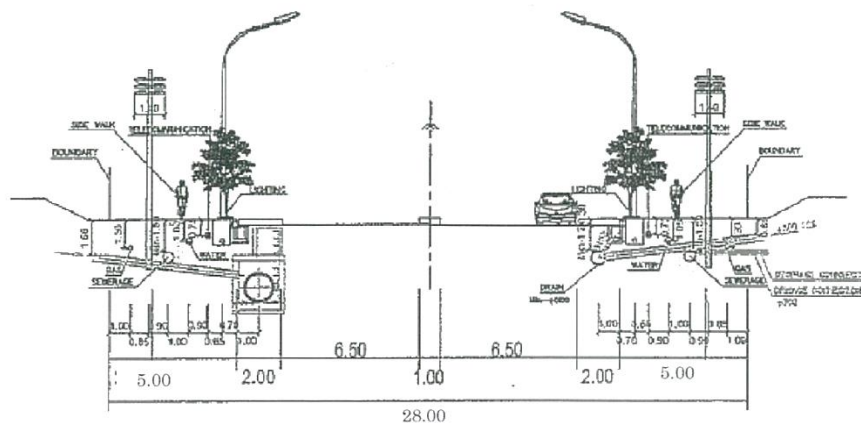
- (4) Who will be developer and operator for such logistic center. Usually the logistic center in the industrial park is constructed and operated by the logistic companies not by developer and logistic company will lease the land from developer. The advantage of such logistic center will have custom offices and the cargoes can be transported to the port and shipped without re-checking the cargoes at the port. Therefore it should be checked whether is it possible for new logistic center can be received Israeli custom through the diplomatic routes.

3. On-Site Infrastructure for Stage I

(1) Road

Major road of 21m is actually better to be wider because it is rather narrow compared with other internal standard (For reference, even in case of Jenin Industrial Park, developer is now planning to have main road with 30m width and sub-road with 25m) parks in Bethlehem and Jenin as one of the competitor). While JAIPCO is requested to show typical drawing of this road in his Master Plan, as shown in Example below.

(EXMPLE)



(2) Drainage System

In Stage I, although master plan by JAIPCO specified the drainage system by the open pit along the on-site road, it was not constructed and as result, heavy rainfall in Jericho, caused flood on the ground of open area of existing hanger.

In the Master Plan for Stage II (see Article 4 "Transportation Plan" is not specified and not included this drainage system in the road plan.

JAIPCO shall present to PIEFZA the basic design of open pit along road.

(3) On-Site Transformer

JAIPCO shall indicate the location of transformer in the master plan with estimated it's capacity, taking into consideration of the subdivision of the open lot.

(4) Telecommunication Line:

JAIPCO shall facilitate the optical fibre lines on-site from the initial stage, although Stage I, only copper cable was used which cause much inconvenience to the tenants.

(5) Water Supply System

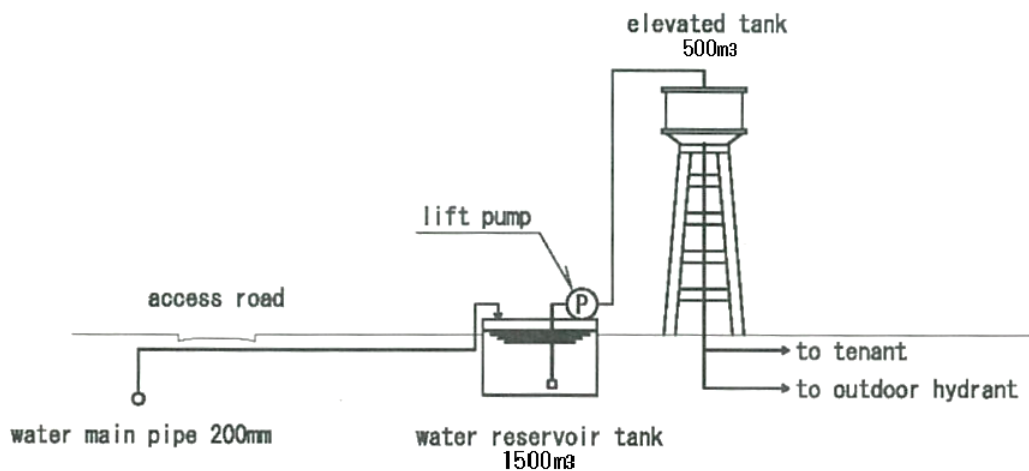
a) JAIPCO shall calculate even theoretically by estimating the demand of water for each category of industrial firms as prospective investor and they must reflect in the Stage II because the Stage II will allow the other industrial firms with agro industrial park in Stage I, which is somewhat different in the demand of water. For reference, the formula of the calculation of water is shown below as example and JAIPCO shall submit such referential calculation sheet in Master Plan.

EXAMPLE

Requirement of Land, Employees and Utilities for JAIP

Type of Industry	Land (ha)	Employees (persons/ha)	Industrial Water (m ³ /day/ha)	Electric Power (MWh/y/ha)
1. Food processing	0.5~2	107.9	50	1,192
2. Textiles	1~5	115.7	156	879
3. Garment	1~2	228.8	38	596
4. Furniture	1~3	65	25	492
5. Chemicals	5~10	46.8	262	763
6. Plastics	1~2	67.6	162	1,689
7. Rubber product	1~100	89.7	145	1,565
8. Ceramics	5~10	40.3	80	937
9. Non-ferrous metal	1~5	52	99	1,389
10. metal processing	1~10	61.1	54	718
11. Machinery	1~5	68.9	71	743
12. Electrical	1~5	150.8	111	1,663
13. Electronic	1~5	150.8	111	1,663
14 Transport	5~20	78	65	1,383
15 Precision	1~2	146.9	91	1,130
16 Others	--	91	50	1,000

Sources: Information from Data by KKM and the above requirement is just for average requirement took from past record of factory requirement in typical industrial parks in ASEAN countries. But the actual tenant requirement may be changeable for their scope of production lines and scale of the factory.



WATER SUPPLY FLOW SHEET

b) Elevated Water Tank & Underground Tank

According to the Master Plan, JAIPCO will construct two elevated water tanks With total capacity of 1472m³ (i.e. each one is abt 700m³?) but it is recommended To have two elevated tanks in Stage II, one is 500m³ elevated water tanks and 1500m³ underground water tanks in Stage I- Phase 1, and same capacity of another elevated tanks and underground tanks.

i.e. So total capacity of water reserve, will be 4000m³ in total which will be convenient for the smooth operation of water supply and for securing the water just in a case. The sample of this elevated tanks with underground tanks is shown below. And the required land area must increase the 3000m² from proposed 1472m² in the Master Plan.

Example

(6) Waste Water System

JAIPCO has not checked and monitored the quality of waste waters from each Tenant whether the quality discharged by the tenants will match with the quality requested by the Waste Water Department of Jericho Municipality or not.

As result, recently the above authority noticed to JAIP that the quality of waste water

discharged from JAIP did not comply with the requirement as per specified in the agreement and therefore they will stop to receive the waste water from JAIP. So JAIPCO shall have one concrete pond of waste water at the corner on site nearest to the waste water pumping station, to check the quality of waste water discharged from all the tenants. Of course, JAIPCO shall in accordance with the Leasing

Agreement, they must ask each tenant to submit monthly analysis of waste water to JAIPCO and if their quality will not comply with the required one, JAIPCO must let such tenant to have their own waste treatment facilities.

For such environment protection not only for waste water but also noise, air pollution, etc., JAIPCO must nominate person of responsibility with staffs specially for the Environment Protection as per mentioned in the latter part with title of “Organization of JAIPCO”.

(7) Land Re-division

As advised in the foregoing, logistic center area 5,4 hectares proposed by JAIPCO is exceeding the current cargo volumes from Stage I and Stage II although logistic company will collect other cargoes from other area other than JAIP, and therefore plot plan in the Master Plan must be reviewed as well as the plot division scheme in Master Plan, which is not specified how to divide plot.

Also the in general, the Land Re-division schedule is better to divide smaller lots (5000m²) and normal lot (one hectare each) as open lot not considering the hanger as land re-division.

It is recommended to invite large industrial firms near to the central area and smaller Industrial firms to be skirt side of the industrial park.

(8) Construction Schedule

JAIPCO shall submit in Master Plan, the Construction Schedule (Table)

(9) Marketing Action Plan

JAIPCO shall submit in Master Plan the Marketing Action Plan which is very important as developer. In such Marketing Action Plan, they shall also propose the industries to be invited as per the followings samples. The following samples is not forcible to the JAIPCO but they must have target of prospective investors.

(SAMPLE) Target of Investor

A. Not Recommendable Investor for Stage I~III.

	Category of Industry	Reasons
1	Petro-chemical Complex	Consumption of utilities is huge and over the Capacity of JAIP and pollution type
2	Heavy Industry	Steel mill, cement, recycle tyre, pulp, etc. which use huge utilities and pollution type.
3	Farming Industry	High risk of bacillus, bacterium, virus, etc
4	Some of Wood Industry	High risk of dust of wood such as wooden chip etc.
5	Leather Industry	High risk of waste water with bacterium etc.
6	Others	Industry to use huge water and electricity over the capacity of JAIP

B. Recommendable Industry
 B-1 Agro Industry

	Category	Details
1	Fresh vegetable	Fresh or refrigerated vegetable with process
2	Fruits industry	Fresh or refrigerated fruits, dry fruits, flavor, etc.
3	Drinking industry	Various juice, syrup, mineral water, coca cola etc.
4	Dairy food industry	Milk, cheese, butter, yogurt, milk powder, etc.
5	Food processing industry	Confectionary, noodle, instant food, appendices, cooking oil(seed oil, olive oil, etc.), cookies, chocolate products, etc.
6	Meat processing industry	Sausage, ham, etc.
7	Animal Feed	Feed for chicken, cow, etc.
8	Sea food processing	Refrigerated sea products, canning etc.
9	Cosmetic	Olive oil soap, dead sea mineral soap, skin cares, etc.
10	Medicine and health supplement	Various medicine such as vaccine, antibiotic, generics and various health supplement
11	Wooden Products	Tissue, furniture, stationary such as note book, copy paper, carton box,
12	Plastic products	PVC pipe for irrigation, shock absorber, packing films, pet bottle, etc.
13	Tobacco industry	Tobacco
14	Agriculture Equipment	Assembling of various agriculture equipment
15	Solar Panel	PV solar panel for heating or electricity
16	Others	Related to the agricultures

B-2 Other Recommendable Industry

	Category	Details
1	Metal & non-metal processing industry	Steel pre-fabricator, aluminum frame, valves, stainless products, steel slit center, etc.
2	Cable industry	Cable for tele-communication, industrial electric cable
3	Electric and electronics industry	Assembling of home applicant, parts of electric ad electronics products, LED etc.
4	Optical industry	Lenz, assembling optical products, measurement equipment
5	Textile and garment	Shirts, suits, ladies wares, etc.
6	Automobile industry	Parts of automobile such as wire harness, meter, plastic parts, etc.
7	Mechanical products	Assembling of various equipment
8	Environment and sanitary industry	Waste water treatment facility etc.
9	IT industry	Telephone equipment, part of personal computers, etc.
10	High technology industry	Robot, medical equipment, etc.

(10) Tenant Services

JAIPCO shall submit details of tenants service which is most important work by the JAIPCO. Unfortunately the current number of persons for JAIPCO is only 6 persons and has only one engineer which is impossible to take care of tenant(s) in Stage I and Stage II.

(11) Organization of JAIPCO

JAIPCO shall submit the well-organized Organization in the Master Plan with increasing number of persons to do their operation and management of JAIP including the tenant services as mentioned in above (10).

In previous business plan, JAIPCO proposed total 17 persons at initial stage, but actually the existing number of JAIPCO is less than the foregoing number and they cannot perform the good operation and management of JAIP.

(12) Construction of On-site Infrastructure

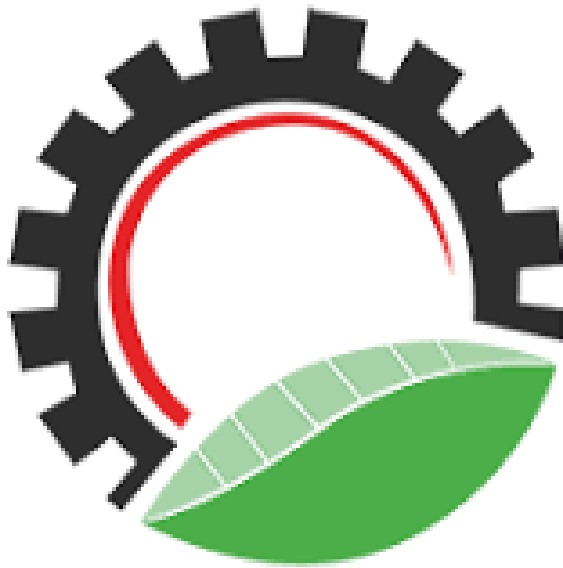
JAIPCO shall submit details of break-down of construction cost for each category of the work in the Master Plan. No necessary for the construction cost for Hanger. All must be Open Lot.

別添 13

JAIP Phase II マーケティングプラン (2022 年 5 月)

Version 1.0

As of May 2, 2022



JAIP

Marketing Plan

Jericho Agro Industrial Parks

Prepared by

Lucy Duncan

Diplomatic Resolutions, Inc. aka Safe Ports

Plan Overview

Campaign Managers: Responsible to Implement the Plan:

Marwan Kittani, GM

Noor Malek, Assistant to the GM Marketing

Other support staff at JAIP Co

Board Members of JAIP Co.

Sales Managers – To be hired

PADECO Subject matter experts:

Lucy Duncan, Industrial Parks Marketing & Communications

- Teruki Takahashi
- Kazutoshi Machida
- Xiaru Wang, Operations,
- Veronika Wakileh
- Suzanne Nasser –

Advertising Agency/Print and Digital - Impact Promotion

Website Developer – TBD

Event Planner – TBD

This Marketing Plan

Establishes a unique position to create a sense of strong market presence, one that convinces and motivates new investors and tenants to establish their export driven businesses at the Jericho Industrial Park

The first half develops a new brand awareness on a foundation that will last; the second half establishes a business partnership between the landowners and tenants – with a variety of new services that benefit all.

Two marketing approaches have been optimized, traditional and tech driven messaging designed to leverage the best of both.

Work Plan

Step One – Create all new Branding and Marketing Messaging/Collateral Materials to be developed within first 60 days of the Marketing Plan Launch:

The new branding and marketing messaging will describe location and facility amenities, all descriptions will match the demands of future investors, owner occupiers, manufacturers, distributors, and tenants.

For the purpose of this document, all of the above are referred to as the “leads” or the “prospective tenants”.

Design and install a new sign at the entrance to JAIP – new brand messaging and new website URL address to be highly visible. Install the sign the day the new website is launched. (JAIP-PARK.COM)

Develop the new Website and the Digital Campaign Materials: (Graphics, copy in English and Arabic, Video, advertising, promotional materials) The website will highlight the property details, location, configuration, and all other key elements in a

clearly presented and easy to reference site. Downloads will include the Sales Brochure, a PDF Teaser version.

The new website will be created in an adaptive website design which enhances the user's experience on their various devices, by utilizing different layouts, adaptive allows the mobile and desktop version to act as separate sites without actually being separate. Excellent for scrolling on smart phones.

Develop/script and produce a Video showing JAIP with graphics, short testimonials with current tenants, design of the various parks within JAIP and current business services available, etc.

Develop layouts and branding book for consistent marketing communications:

- Posters

- Flyers

- Business Cards

- Facebook/Meta Ads

- Linked In Banners and content

- Email headers and signature blocks

Email Templates to be used by the Sales Teams to share deal announcements, send reminders to prospects who are in the pipeline (pre-qualified) and other direct communications with new or existing prospective tenants.

- Instagram Ads

- You Tube Videos, Ads, Testimonials

- Newsletters

Digital and Printed Marketing Collateral Material Fact Sheet: Both include new graphic layout of the entire park, shaded to show the various phases

Detailed descriptions of: JAIP I

Available Hangars Description and Building Specifications

Highlighting overall building and lot size, key features, the location of the property, and its proximity to major transportation such as highways and mass transit., current and possible configuration of the property

Shared Infrastructure

Pal Pro Building

Because JAIP I is part of a larger industrial park, it is important to share not only the available space but future expansion opportunities, and the current tenants if they are relevant to the selection process for future leads.

- Describe JAIP II and available space,
- Describe timing for more available land and/or hangars to be ready

Hangar Designs which can be customized by future tenants to suit needs

Location Maps are critical for all prospective tenants: The closer they are to the highway, the faster they can push components and products out of the facility and into transit. Proximity to residential neighborhoods where workers live is also very important. Location Maps showing JAIP and its relationship to nearby highways, major neighborhoods, airports, local amenities will be produced.

Professional photography, capturing the best possible impressions must be staged and taken as soon as possible. The same is true for video. Even professional photography can show only a limited view.

Video can help bridge the gap between a digital and a physical visit to the property. Aerial drone footage will emphasize location and layout, while interior videos can show how a facility is configured. If aerial drones are not permitted, graphically created fly-overs can be used to great effect.

Because prospective tenants may be looking at other alternatives, the right photography which highlights JAIP's best attributes will help sell. Quick smartphone pictures are not acceptable for this purpose.

Ongoing:

Digital Marketing: The Ad agency and the Sales and Marketing team members will develop and place content, and keep it updated on all platforms (website especially) every 10 weeks; high traffic sites such as its Face Book page and Linked In page must be diligently updated to build the brand and establish forward momentum.

Digital advertising is another important driver for pushing awareness – be sure to link the digital advertising to the Sales Team's Territories and Sectoral plans to complement and support the Sales effort.

Quality is the key – great stories, great images. Build the Brand with these highly public tools. Establish a strong online presence on local, regional, and eventually, (Phase2, International Marketing can begin about 6 months of start) strategic international social media platforms.

Make announcements about tenant's success stories, look for ways to promote the tenants.

Print advertising in business journals will need to be budgeted and scheduled for near term results; ongoing print advertising can be budgeted to coincide with announcements, events such as trade fairs.

Other types of print advertising such as billboards have not been considered in this marketing plan.

Message Summary

The Jericho Agro Industrial Parks offers Location, Location, Location.

JAIP is developing its “Business First” story with first class services, utilities, maintenance to allow businesses to do what they do best without worry.

Step Two: Hire Two Sales Managers - within 30 days of marketing start:

The General Manager and Board of Directors at JAIP Co must identify, recruit, and hire two experienced Sales Managers to cover the West Bank region, the Sales Managers can divide the work either by city or by types of customers – if they have specific sectoral experience/networks utilize this knowledge for best results. If they are *generally* good at industrial parks sales, then dividing by geographic territory will enhance their sales approach.

The General Manager and his team must set what an annual goal for each sales managers, as commissions are very important motivators for success. The annual goal can be set in quarters, months and even weeks, to achieve the goals. Exceeding goals with significant bonuses attracts the best sales people. Also, sales people are geared to compete against each other, so an additional incentive for the highest achiever, assuming both exceed goals, is encouraged.

Defining the Target Market for the Sales managers: given the nuances of the West Bank’s geographics, demographics and other considerations, the ideal sales managers will see VALUE in JAIP. The benefits are clear to them and they will be enthusiastic,

organized, and professional representatives. Best, if they have had meaningful international sales exposure, particularly in the Middle East. The Sales managers should have a great understanding of the way industrial managers make decisions. It is important that the General Manager of JAIP selects Sales Managers who align their strengths and skills to where they can make the biggest impact and achieve the most success. These two hires are vitally important in order for the Marketing Plan to succeed.

Sales team qualification process to qualify prospective tenants:

Questions have been designed to separate leads from those who may waste a sales person's valuable time. In marketing JAIP Co., this is extremely important to understand, as the leads each Sales Manager attracts to build his/her pipeline, and therefore his/her a forecast leading to reaching goals – must be established only on qualified leads, this limits the amount of time spent on cultivating a deal, to those which have the best likelihood of becoming JAIP tenants. For many reasons, even qualified leads can move slowly; when non-qualified leads fill the pipeline, expect very little deal flow.

To help with pre-qualification process this Marketing Plan has developed the following five questions:

- 1) Location – Finding potential tenants must start with generating interest with companies that either already know the area, or if they do not, inform the Sales manager that they have done research and either have questions, or like what they have learned so far. The more educated the lead is the more prepared they will be to move forward with a transaction.
- 2) Reason – What is the motivation this lead may relocate? Is their current space too expensive, too small, too far from the border, unreliable utilities, and services, outdated, located in a bad area, good workers don't want to go there, lease term is ending etc. With this lead qualification question the sales manager will find out if they

are really motivated or will waste valuable time just talking about maybe moving, with no real motivation to do so.

3) Budget – What is the price/range of budget the prospective tenant wants to stay within? Are they financially solid, or are they hoping to downsize and move away from their local bill collectors? Many times, companies on the thinnest budgets are in denial about their ability to afford to relocate. Although this is a delicate question, it is one that a skilled Sales Manager can discover through careful due diligence.

4) Preferences What size hangar fits their needs; do they need outdoor space; what special amenities might they need?; Do they need help securing a local workforce? Would training be important? What is their business consumption for Water, Energy. Have they sold internationally, do they recognize the VALUE of exporting, and working in an industrial park that supports exporters with business services?

5) Timeline – When would they be ready to close a lease at JAIP? (If the prospect is thinking 2 or 3 years, he/she is not a good fit) Are they open to monthly updates regarding market reports on export growth and business momentum at JAIP?

6) Appointment Enthusiasm to meet with the Sales Manager in person or better, on site? If the prospect has availability in the near term, after responding to these qualifying questions, the sales manager can forecast it as a serious lead conversion candidate. He/She adds the lead to their Pipeline.

Pipeline Review Meetings – these are usually scheduled every week or every two weeks; for this Marketing Plan we recommend every week at a set time, online in a teleconference setting. The format for each meeting is to review the Pipeline in terms of a “funnel”:

To achieve results the funnel method is a proven sales standard: If any steps are skipped, one can be sure that the lead,

although qualified, is not going to close. It is a disciplined approach to achieve expected outcomes:

General Manager and Sales managers discuss their Pipelines as follows: only when Funnel A is complete, does the sale process move to Funnel B – there are no shortcuts. No step can be avoided or skipped.

JAIP'S BUSINESS DEVELOPMENT FUNNEL

FUNNEL A:

- 1) Initial contact has been made with a prospective tenant; positive response received
- 2) Follow up meeting leading to discussion and all pre-qualification questions are positive
- 3) Services needs have been identified

FUNNEL B:

- 1) Key decision makers in the prospect's company have been identified
- 2) Scope of services provided at JAIP have been provided and are understood
- 3) Initial proposal (describing hangar or land, size requirements, etc.) verbally approved

FUNNEL C:

- 1) Site Visit done; site selection done
- 2) Formal proposal or quote provided in writing
- 3) All key decision makers agree
- 4) Timetable agreed
- 5) Pricing and Conditions agreed

FUNNEL D:

- 1) Person who has the authority to contract with JAIP agrees to do so in the timeframe
- 2) Contract/lease is fully negotiated
- 3) Contract/lease is signed
- 4) Post Contract - first payment has been made
- 5) Marketing team prepares announcements for the website and social media to promote the new tenant's arrival at JAIP

Step Three: Defining Target Leads involves understanding what they will **want** to find at JAIP:

Marketing Messaging will include ways to promote JAIP's Business Values

For Example:

Do JAIP Tenants VALUE a Quality Management Team, an ideal Exporting Location, on site Access to Business Services, Export Support, a Predictable Business environment including Safety, Communications capacity, and Utilities?

The Marketing Messaging will describe the commercial and industrial real estate success of the parent company, giving confidence to prospective tenants.

Will they VALUE JAIPs building certifications?

These will be included as a major selling point, listing them in descriptions and advertising to appropriate audiences.

Will they VALUE association with high growth companies, establishing a sense of economic momentum?

Will they like the Public-Private support which is available to all the companies located in JAIP parks?

Are they interested in Public Sector Incentives? What can JAIP offer?

Target Companies will:

- 1) Benefit from JAIP's Location
- 2) See business benefits within an industrial park close to the Jordanian border, good neighborhoods nearby with energetic, young, skilled workforce, domestic customer base generated by nearby tourist development sites.

- 3) Are in growth export industries and are ready to export more.
- 4) Are succeeding in fast-growing sustainable development industries
- 5) Are in one or may types of food production such as:
 - Crop & animal biotechnology; organic waste to fuel products
 - Agribusiness machinery and maintenance, spare parts
 - Food Safety, logistics, transport, processing, labeling
 - Use of agro-waste to produce smart (IoT, RFID, technologies) sustainable & customizable packaging; re-useable packaging geared toward social causes with embedded QR codes, tags, labels to promote social causes
- 6) Are Logistics Companies offering many different services such as:
 - Warehouse, distribution, trucking services and technology
- 7) Eco-Forward Businesses – Sectoral specializations focused in renewable energy production, manufacturing and maintenance of energy equipment, agriculture food chain companies, from growing to harvesting, to processing to packaging to logistics, water tech, energy tech, sanitation tech, waste management

- 8) ICT companies supporting growth in ICT demand within the park and as outsource services to a broad range of potential businesses; ICT and professional services companies to provide support to the tenants and local businesses, in accounting, logistics brokerage, automation and more.
- 9) Office oriented businesses which need office space, and provide a variety of resources, business advisory services, training, mentoring, legal, banking etc. to JAIP clients and the surrounding area.

The new Sales Managers will be responsible to:

Develop Qualified List of Prospects;

Management will provide them with a Customer Relationship Data Base software management tool.

The List of Prospects will be developed according to:

Location

Business Type

Exporter

Other categories tbd

It will include Company's Leadership Names and contact details.

To build the Target List multiple online resources can include:

- Business News Organizations – read to find who is doing what
- Palestinian Business Organizations/Chambers of Commerce – attend meetings join the organizations
- Palestinian Exporters Associations

- Palestinian Export Agency
- Agriculture and Food Industry Organizations
- Birzeit University – source for entrepreneurial activities
- Leaders Networks organized by various Donors

JICA, USAID, UNDP, UNIDO< The World Bank, the Belgian Development Agency, et al

- Bethlehem Business Associations
- Nablus Business Associations
- Ramallah Business Associations
- Jerusalem Entrepreneurs Society & Technology
- Jerusalem Business and Tourist Associations
- Government Agencies and International Trade Networks
- Many more

Step Four Special Events Promotions

Online Webinars, Workshops targeted to promote exporting, export financing for business, export products for women in business, matchmaking with other Palestinian businesses and international distributors; matchmaking with international buyers/distributors; marketing to foreign buyers online

These can be planned and held frequently at low cost – the Sales Managers will identify topics of interest to their target list, the webinar is organized and promoted online to the entire Target List by the Marketing Team; post event follow up can include short questionnaires developed by the advertising agency.

The Sales Manager will follow up with direct contact to build on the topic and relationships with prospects.

Larger Events

JAIP CO is ready to move its messaging to all potential tenant companies in the West Bank. As soon as the new website has been launched and the Sales Managers have been hired, and their List of Targeted Companies is ready, a professional Events Planner will be engaged to help prepare for four key marketing events:

The events will be held in Nablus, Ramallah, Hebron, and Jerusalem.

The dates of the events will be determined by readiness as stated above.

Business Journalists will be invited to cover each event

Special content to be developed for each event, and uploaded to the JAIP Co website:

A new Fact sheet with details about current and predicted export trade in the area, include a map showing the Location of JAIP and the border crossing; and logistics with neighboring countries

A trade chart showing increased trade via the Allenby Bridge over the past year, with quotes from leaders.

Comments written by others to be used to establish authority and credibility

Photos of JAIP

Graphics of JAIP II

If the Special Event is a Stand Alone put together by JAIP it will entail rental of a space, all of the food and beverage to be served,

as well as other amenities. If the event can be coordinated as a joint event with a Chamber of Commerce or other business organization, it can be developed around a theme such as Palestine's Growing Export Market. JAIP senior leadership can be asked to speak on this important topic.

Or, depending on the organization and its industrial interests, speakers could also talk about the success of companies in that industry benefiting specifically from the Location of JAIP.

Target lists for invitations are created – to include mailing addresses, email addresses and most importantly key decision maker points of contact. Soon after invitations are sent the JAIP office will follow up with a personal phone call to ensure the right person has received it.

- a) Telemarketing calls from the Board and JAIP Co leadership to their network of VIP friends will be scheduled a few days before each special event is held.

This will allow the JAIP Executive “influencers” to make the case as to why the event is compelling, to drive personal interest, significance, and momentum. Give each event their “gravitas”

- b) To ensure a strong turnout digital and print advertising must be designed, targeted and underway at least 2 weeks ahead.
- c) Theme of each event - the marketing, special events coordinator and the sales and advertising teams need to establish the right theme, place, time, date, and other specifics to fit the local audience/target group, and coordinate with local business organizations regarding co-hosting.

- d) Develop and produce gift bags with promotional materials (branded promotional materials such as coffee mugs) for the guests – encouraging them to visit JAIP soon.
- e) A Plaque or an Award may be given to the organization which co-hosts the event, for their “connect to brand message” (and an excellent way to build presence, by showing appreciation – on the website and social media).

Post Events follow up

The Sales Managers will send thank you notes for attending (handwritten is always best) immediately following the event, to include his/her business cards.

All attendee business cards will be scanned into JAIP Co's Customer Relationship Management System and will include notes about the individuals attending, to be cross referenced against the List of Prospects already in the data base.

Some attendees may not be the individual who was invited from a company, their new data is added to the CRM system to expand that company's points of contact. In other cases, some may have heard about the event and are not yet on the List.

All attendees must provide their business card or fill in a card with all of their contact information. This is a requirement to attend any JAIP sponsored event.

Thank you notes will include a well written (by the advertising agency) pre-printed message and will incorporate the same imagery as is seen on the website, the entrance sign at JAIP, etc. to strengthen brand awareness.

- a. The Sales Manager may include a photo taken at the event with that person, or other “reminder” to keep the conversation going.
- b. Follow up emails and a personal phone call. The Sales Manager will call talk about JAIP , and to schedule a meeting to do his/her pre-qualification due diligence.
- c. Advertising Agency – post blogs about the event on all Palestinian social media.
- d. Influencer calls post-event to thank their VIP friends for their continuing support.
- e. When a prospect who attended an event and soon after decides to become a tenant, place a bright congratulations banner on the social media sites and also on the JAIP-PARK website.

Media Monitoring

Measuring the amount of influence the JAIP brand has now and will develop, along with other messaging variables is difficult to measure. From the launching of the new website to all social media branding efforts, the Marketing Team will engage a media monitoring service to measure intangible brand awareness and qualities as JAIP’s branding commences.

Using this data, the Marketing team will know what is working best and will also know if or when negative public relations appears in the marketplace, giving management the ability to control bad buzz.

Information Technology and Communications

The Marketing team will select a sales app that handles voice calls and video calls (especially useful for sales presentations), send instant messages, and basically communicate through any channel.

Cloud support: Having a phone system or communications app that works on the cloud is much better, and likely less expensive, than using a cell phone. Sales managers can receive inbound calls and make calls from their laptops or their own personal phones (without using their personal numbers)—without needing additional hardware, while being able to handle both video calls and send instant messages: (Microsoft 365 or Google)

Customer Relationship Management Software (CRM) makes it possible to keep customer details in one, well organized place, integrate communications platforms, make calls, book meetings, and take notes; it remembers and tracks details about prospects making it possible to close more deals. It is easily shared with large teams working together to collaborate on special events and more.

The General Manager must ensure that all are uploading data to the CRM and that data is managed accurately; updates, notes, anything of relevance regarding prospective tenants, and current tenants is to be managed inside the CRM.

During funnel meetings, Noor Malek can be the rapporteur to capture comments made from the Sales Managers directly into the database as meetings occur, the Sales Managers can review the comments and add to them, as they proceed during the week to push their prospective tenant toward the next funnel. What is important is a new awareness, accountability and also a sense of accomplishment. Being able to say to the team that Funnel C is complete we are on are way to Funnel D builds excitement within the group. The reverse, when it

becomes obvious that a lead is not moving forward, the team can decide how to best proceed.

Summary, Results driven Marketing and Sales are designed to reach the stated goals.

International Marketing

Step One – focus stays on the tenants- there is a great deal of room to grow JAIP by building up export driven profitability of its tenants.

JAIP is a business which supports Palestinian manufacturers and services providers – it is a vital facilitator.

When looking for international investors or tenants, the barrier to entry for both JAIP and its tenants is steep due to many factors. Therefore, the way to begin might be best if JAIP is recognized for helping its tenant companies find new markets, and in that spirit the *push-pull* dynamics of marketing will naturally evolve.

Offering new quality services on top of facilities and property management can be the key to strengthening the bond between JAIP and JAIP's clients.

Where opportunities are available, introduce a new line of services geared to both solve problems for JAIP tenants and make JAIP more profitable. Any service that meets the needs of existing or potential future customers will enable JAIP to see increased sales and improve client relationships.

This part of the Marketing Plan is Internal to Tenants in the Park, it is designed to build the bonds of landlord and tenant through increased sales, market penetration and sustainability.

JAIP knows that the current tenant companies can better align themselves with both local and regional market trends, such as

finding new niche market share (*we like to say that the riches are in the niches!*). To know how to increase international market share it is important to know why a company's domestic market share may not be growing quickly.

A **JAIP Business First** webinar designed to help tenants learn how to analyze existing data to improve productivity, strengthen business performance, and establish new relationships can be scheduled.

The key to this is to:

Talk with tenants about introducing new product lines, product names and product packaging

Encourage tenants to create fresher business logos, websites, stronger product branding, make sure that everything about the tenant's products conveys their unique Value-added business message –

The successful re-branding of JAIP should inspire the tenants to do the same – to re-brand and relaunch themselves online. If they have a Business First support eco-system within JAIP, perhaps smart ICT graduates (working under small grants from various donors) could achieve this with them – guidance from the JAIP marketing/advertising team would go a long way.

Establishing better product distribution can be frustrating for any businesses. Even with existing distribution channels, businesses can easily stagnate when sales decrease by a significant margin.

JAIP's **Business First** support can be designed to help tenants' grow their business and increase sales. **JAIP Business Services** can offer ways in which to open up new channels of distribution.

Finding new channels for JAIP's tenants will not only strengthen JAIP's brand globally but will also make JAIP tenants less vulnerable to the ups and downs of their existing sales and distribution channels. This in turn creates a powerful loyalty and sends a message which resonates as a key differentiator for the Sales Managers to promote.

Step two: Focus Regionally

From Palestine to Jordan, Egypt, Saudi Arabia, the UAE, Qatar, Kuwait, or Oman... seeking distributors or representatives which would work with the current client base at JAIP is possible. JAIP's tenants have products to offer in construction, hospitality, food and beverage, health care and more.

A survey of the current tenants to discover which companies have exported to which countries and their experiences in doing so will enable the marketing team to diagnose individual barriers to success. Overcoming the barriers, is another JAIP success story – which builds increased loyalty and positive news.

Initial country selection for exports – create a country-verification survey can be performed by **JAIP Business Services**. It could include questions such as:

Market verification check

What competition will they find, is it easier to compete in a market with many smaller players than with one big incumbent? Do they offer very clear competitive advantages or there is a niche that only they might be able to serve. (Such as Palolea and the ancient olive trees).

The suitability of the tenants' product or service in their markets.

Is it useful, does it fit the local culture, habits, or trends?

Possible distribution channels.

Potential competition and price range.

Regulations and localization

JAIP Business First does not need to dive into the legal bureaucratic procedures in the local language of the target country. Instead, working through JICA and other international friends of JAIP it is possible to gather important data and market access via many countries through the Commercial offices of their respective embassies. (This market research can be accomplished with graduate students working under small donor-funded grants.)

JAIP Business First can offer such services as finding out:

If relevant licenses, permits, certifications and tests from Palestine will be accepted in the target country?

Are there any import duties or levies that may impact the product's potential margin structure?

If moving beyond Arabic speaking countries, will all relevant labeling and export documents need be translated into the local language(s)?

For innovative products: what is the right product category to position it in? (We discovered this with Alison's eye drops going to Qatar and Saudi Arabia)

What are general regulations, laws and restrictions on labelling and user instructions?

Will the tenant company need to retain a law firm, customs broker, local distributor or to start your own legal entity?

Establish Online Market Place for all Palestinian companies – regardless of size.

JAIP's Business First can quickly establish a revenue positive new line of business which supports all Palestinian companies interested in exporting: introduce the **JAIP Online Distribution Center:**

For products which are standardized and can be easily shipped, online sales are a great option to drive revenues at JAIP.

Platforms like Amazon facilitate marketing, deal-making, and payment. Relevant to this point, on April 21, 2022, Amazon announced **Buy with Prime**, a new , innovative payment and shipping option that could help open up Logistics to outside sellers, such as JAIP's tenants. .The products do not have to be on Amazon to be eligible to participate in this new service offering.

JAIP Management can quickly evaluate if making **JAIP an Amazon Buy with Prime location** will pull new customers to JAIP.

JAIP would establish a special purpose Warehouse as a Service (WaaS) business inside JAIP II – and market it to all Palestinian export ready companies.

This service allows for ecommerce-oriented businesses to affordably store their inventory in a shared warehouse space, and to share the expenses of picking, packing, and shipping. JAIP can outsource the management of the Warehouse as a Service, to a professional logistics company.

In summary, during the first year of this Marketing Plan, JAIP will be positioned as a truly unique business partner, creating

a domestic and international brand built on Location, Location, Location and trust to deliver Services which matter to the tenant community.

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リース料金設定に係る分析

Assumption for JAIP Phase 2 development

June 2022

JICA Project Team

This document is developed for JAIP Co. as a reference to consider the appropriate lease fee for Phase 2. Initially, JICA Project Team updated the financial model of the business plan which was submitted in 2019 since development of JAIP Phase 2 was delayed because of COVID-19 outbreak. Based on above update, GM of JAIP Co. requested in June 2022 to provide advice on setting lease fee price. This documents provides comparative analysis on price setting but it is not intended to propose or support any modified lease fee specifically.

1. Pre-condition

(1) Phase 1

- 1) Data from 2012-2020 is from financial report from JAIP CO.
- 2) Revenue from 2021: Hanger is fully occupied and estimated $USD17 \times 27,900m^2 = USD474,300/year$. 9 out of 12 lots of open lot is occupied. It is assumed that open lot will be fully occupied in 2023.
- 3) Operation cost estimation from 2021 to 2023 is utilized assumption from the business plan submitted by JAIP CO in 2019.
- 4) It is assumed that revenue and operating cost is expected to increase 2% for every 3 years based on assumption from the business plan.

(2) Phase 2

- 1) According to Eng. khalid lahham of JAIP CO, it takes 3 years to develop Stage 1 and additional 4 years to develop remaining lands.
- 2) According to Eng. khalid lahham of JAIP CO, total construction cost is USD17,577,856. It is estimated that USD4,500,000 for Stage 1 and USD13,077,856 for remaining lands.
- 3) Operating cost estimation from 2024 to 2038 is utilized assumption from the business plan submitted by JAIP CO in 2019. Operation cost share between Stage 1 and remaining lands is calculated based on the land size of open lots. Since Stage 1 shares 20% of whole Phase 2 open lots, operation cost share for Stage 1 is 20%

2. Case study

The lease fee for Phase 1 is USD9/m² and planned lease fee is USD18/m². In between USD9 and USD18, USD13.5/m² is picked up for one of the cases:

(1) Case 1

Lease fee is USD18/m² and it takes 7 years (2031) to fully occupy Stage 1 and additional 7 years

(2035) for remaining lands: IRR for Phase 2 is 15.51% and that of whole Phase 1 and 2 is 9.46%

(2) Case 2:

Lease fee is USD13.5/m² and it takes 3 years (2027) to fully occupy Stage 1 and additional 3 years (2031) for remaining lands: IRR for Phase 2 is 18.70% and that of whole Phase 1 and 2 is 10.44%

(3) Case 3:

Lease fee is USD9/m² and it takes 1 years (2025) to fully occupy Stage 1 and additional 1 years (2029) for remaining lands: IRR for Phase 2 is 15.60% and that of whole Phase 1 and 2 is 8.85%

3. Comparative analysis

- (1) Since it takes 3 years for stage 1 and additional 4 years for construction of the onsite infrastructure, it is not necessary to occupy the land less than above mentioned timelines with low lease fee. However, it is also not profitable to set too high lease fee since it will cause delay in revenue.
- (2) Expected IRR is between 10-12% for other industrial development cases supported by JICA. The nature of industrial park business is to secure constant revenue for long time (it is 49 years for JAIP) but the profitability is relatively low.
- (3) JAIP Co can have other revenues such as operation of the solar energy system. Lease fee should be set based on not only operation of the industrial park but also surrounding business.

End

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**JAIP マイルストーン
(2021 年 10 月)**



Current Progress and Way Forward for JAIP Project

October 2021

1. Historical background and role of TA JICA has been supporting JAIP for around 10 years.

Project name	Institutional Strengthening For Industrial Park Development in the West Bank	Project for Strengthening of Incentive Services and Management Function of JAIP	Palestine Industrial Promotion Project
Period	September 2009-March 2013	March 2014-July 2018	March 2019-March 2022
Objective	To enhance the capabilities of PIEFZA for smooth and effective development of industrial parks, in particular JAIP.	JAIP is well-managed by strengthening the function of PIEFZA to provide incentive services to tenants in JAIP and to operate and manage JAIP.	Investment to JAIP increases and SME businesses in Palestine are revitalized
Output	-JAIP Business plan -JAIP marketing plan -JAIP draft concession agreement	-JAIP internal regulation manual -OSS provision plan -Logistics services plan -Manual for financial scheme and incentives -BDS provision plan -F/S for JAIP Phase 2	-Legal framework recommendation and standard form of concession agreement -Milestones on JAIP operation -O&M improvement -Recommendation on JAIP in the future including logistics services

- In order to kick start JAIP, JICA provided intensive capacity buildings in the first 2 phases, often acting as PIEFZA staff
- Manuals, plans, and agreements have been developed by TA and handed over to PIEFZA.

- Since PIEFZA's capacity has already been developed through previous projects, this TA focuses on **facilitation** of PIEFZA for smooth operation and provides technical advices.
- TA can review PIEFZA's work and provide technical comments if necessary.

2.Current Progress and Issues

- The Project period was March 2019- March 2022. However, it became inactive during 2020 because of COVID-19 pandemic.
- Current progresses, issues, and necessary actions for the project activities are summarized as follows:

Activity	Progress	Issue	Necessary Action
Overall management	<ul style="list-style-type: none"> The Project was implemented based on the milestones which was agreed between PIEFZA and JAIP Co. in December 2020 to January 2021. 	<ul style="list-style-type: none"> PIPA and PIEFZA was merged and IPIEA was established in April 2021. PD of JAIP project and counterpart staff in IPIEA are changed and need to establish communication channel. IPIEA requested extension of the Project because of change in implementing structure and delay in project activities caused by COVID-19 pandemic. 	<ul style="list-style-type: none"> It is necessary to organize JCC to get approval from stakeholders for new implementation structure. It is necessary to establish communication channel with IPIEA. It is necessary to validity of activities and extension period for project extension. It is necessary to confirm agreement from IPIEA and JAIP Co. for project extension. It is necessary to revise the milestones of the project activities.

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2.Current Progress and Issues

Activity	Progress	Issue	Necessary Action
Task 1: Legal Framework	<ul style="list-style-type: none"> The study on legal framework was conducted the study made main recommendation such as access to finance, tax incentives, OSS, and clarification of responsibility of developer. Above recommendation was reflected in draft PIEFZA Law. 	<ul style="list-style-type: none"> Though the recommendation of the study was reflected in Draft PIEFZA Law, PIEFZA is merged with PIPA and IPIEA was established, and above recommendation is not effective in the current situation. 	<ul style="list-style-type: none"> It is necessary to check the feasibility of recommendations for the legal framework. It is necessary to check PIPA Law. It is necessary to support IPIEA to develop policy paper on IPIEA Law. It is necessary to draft OSS by-Law and IPIEA Law.
Task 2: JAIP Management	<ul style="list-style-type: none"> JAIP Operation and O&M is somehow improved including hanger repairment, VAT refund, technical support to tenants, electricity tariff reduction. Some of above activities such as VAT refund and electricity tariff reduction are implemented under the initiative of the JAIP Co. Some tenants pay the lease fee periodically. 	<ul style="list-style-type: none"> There is still high risk on delay in lease fee payment because of COVID-19 pandemic. It is necessary to find potential tenants to improve business operation of JAIP Co. IPIEA requested support for JAIP Phase II Stage I development. IPIEA needs business & marketing plan from JAIP Co. It is necessary to facilitate and support JAIP Co. that they can sustainably develop and operate JAIP. 	<ul style="list-style-type: none"> It is necessary to enhance ownership of IPIEA and JAIP Co. through communication over WG meeting and sharing the issue and solution. It is necessary to organize promotion activities such as seminars in Nazareth, Nablus, Hebron and Amman. It is necessary that JAIP Co. submits business and marketing plan to facilitate development of Phase II stage I of JAIP.

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3. Project extension period and KPI

- Project extension period: 1 year (till March 2023)
- Output, Outcome, Indicators, and KPIs are summarized as follows:

Activity	Output	Outcome	Indicators	KPI
Task 1: Legal Framework	<ul style="list-style-type: none"> Legal framework regarding IPs is analyzed and major revision points are proposed. 	<ul style="list-style-type: none"> Policies and programs related to industrial parks are formulated, implemented and continued. 	<ul style="list-style-type: none"> Recommendations on laws, regulations, by-laws and concession agreements are reflected in the legal framework on IPIEA such as IPIEA Law. 	<ul style="list-style-type: none"> Development of draft IPIEA Law Development of draft OSS by Law
Task 2: JAIP Management	<ul style="list-style-type: none"> Business Plan for the Developer is reviewed, and its implementation is promoted. 	<ul style="list-style-type: none"> Services to JAIP investors are improved. 	<ul style="list-style-type: none"> 3/4 of tenants recognize that services including utility, logistics, incentives and etc. have been improved. Milestones for JAIP operation is developed and utilized by stakeholders. O&M guideline is developed and O&M is continuously conducted by the Developer. 	<ul style="list-style-type: none"> Satisfaction rate of JAIP tenants Number of JAIP tenants Number of job creation in JAIP Investment amount in JAIP Development of Milestones for JAIP operation Development of O&M guidelines Clear schedule for Phase 2 development Organization of promotion seminars Reduce CO2 emission

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5. Milestones for project activities

Activities during extension	In charge	Timeline
0. Project Management		
Confirm project activities till the end of the project	IPIEA, JAIP Co., JICA TA	Aug-Sep 2021
Revise milestones of the project	IPIEA, JAIP Co., JICA TA	Sep 2021
1. Legal framework		
Show recommendation of legal framework and other country cases	JICA TA	Aug-Sep 2021
Develop policy paper for IPIEA Law and get approval from committee	IPIEA with support from JICA TA	Oct-Dec 2021
Draft IPIEA Law	IPIEA with support from JICA TA	Jan-Mar 2022
Coordinate with stakeholders for approval of IPIEA Law	IPIEA with support from JICA TA	Apr-Sep 2022
Coordinates with JIC based on MOU	IPIEA and JICA TA	Sep 2021
Prepare visit to Jordan (e.g. questionnaire, selection of participants, administrative preparation)	IPIEA with support from JICA TA	Oct-Dec 2021
Visit Jordan to learn experience and knowledge of OSS	IPIEA with support from JICA TA	Jan-Mar 2022 (Depends on COVID-19 situation)
Draft OSS by-law and action plan based on visit to Jordan	IPIEA with support from JICA TA	Apr-May 2022

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5.Milestones for project activities (Cont)

Activities during extension	In charge	Timeline
2. JAIP Operation		
Improve JAIP operation and O&M through WG meeting	IPIEA, JAIP Co. with facilitation of JICA TA	Aug 2021- End
Improve services to tenants through training and advisory services utilizing Palpro center	JAIP Co. with support from JICA TA	Aug 2021- End
Develop plan for promotion seminars in Nazareth, Hebron, Nablus and Amman	JAIP Co. with support from JICA TA	Sep 2021
Prepare for promotion seminars (e.g. promotion materials, announcement, venue selection, coordination with chamber etc.)	JAIP Co. with support from JICA TA	Sep-Nov 2021
Organize promotion seminars (attract 100 companies in total)	JAIP Co. with support from JICA TA	Dec 2021-Sep 2022
Update JAIP guidelines	JICA TA in collaboration with JAIP Co.	Oct-Nov 2022
Facilitate discussion on exclusive road and logistics center	IPIEA and JICA TA	Aug 2021-End
Submit business and marketing plan	JAIP Co.	Sep-Oct 2021
Brush up business and marketing plan	JICA TA	Nov-Dec 2021
Approve business and marketing plan	IPIEA	Jan-Feb 2022
Clarify the milestones for JAIP Phase II Stage I development	IPIEA, JAIP Co. and JICA TA	Feb 2022
Conduct detail design for wadi improvement	JICA TA	Mar 2022-End
Supervise onsite and offsite infrastructure development for JAIP Phase II Stage I	IPIEA with support from JICA TA	Jan 2022-End

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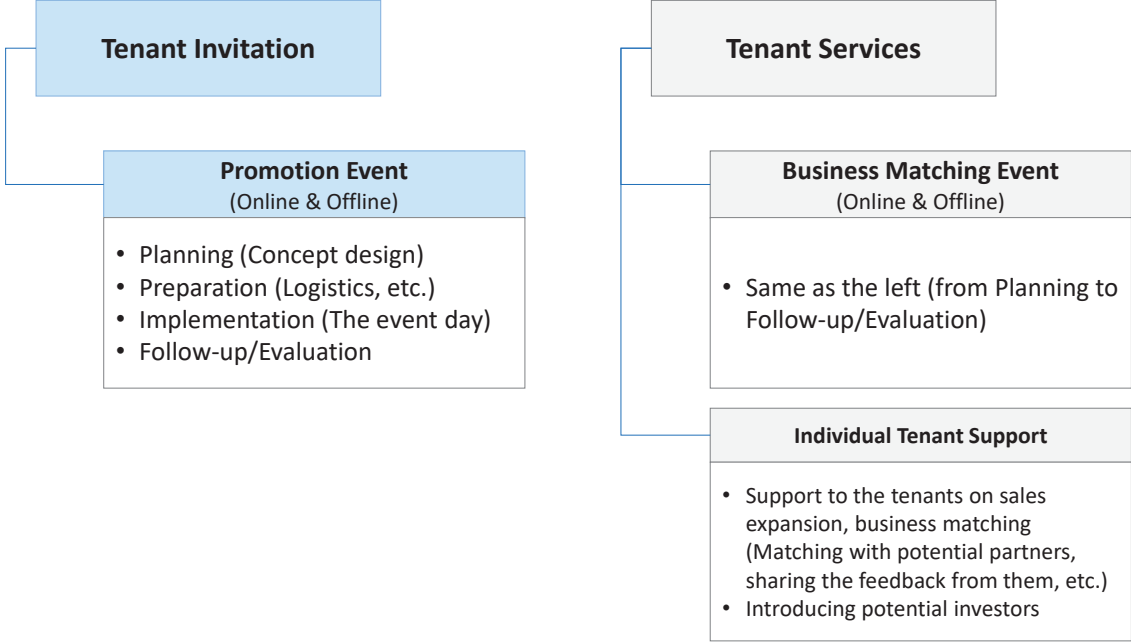
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Guideline: Tenant Invitation (Promotion Event)



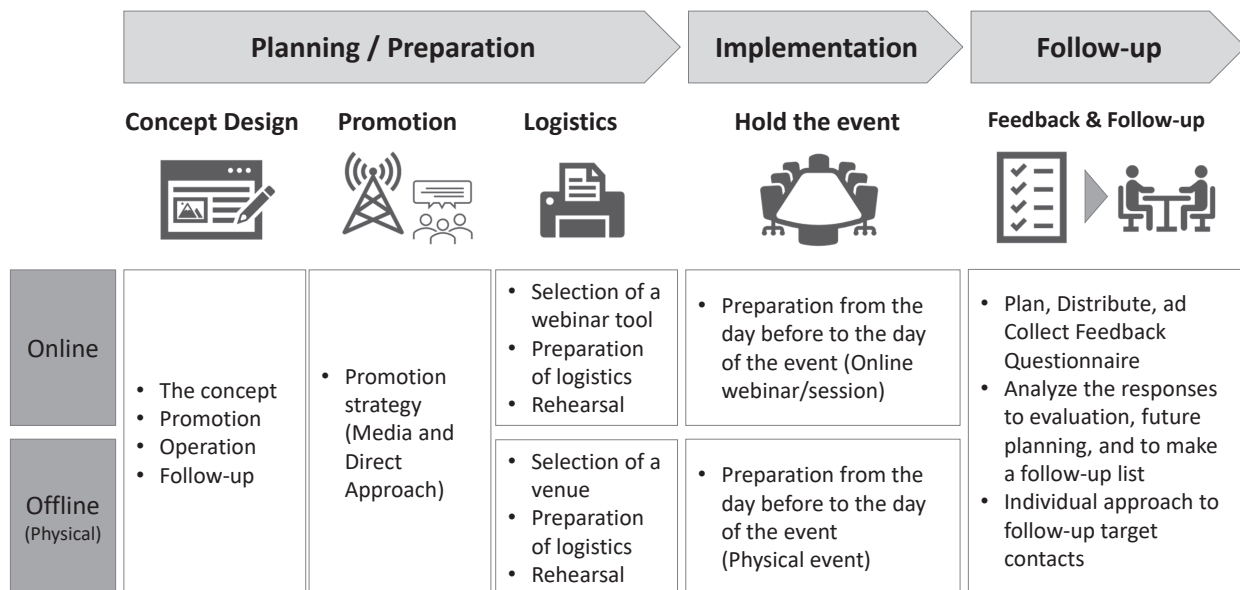
Guidelines

■ This section covers hosting a promotion event, in terms of tenant invitation.



The Overall Process (Table of Contents)

- The overall process is composed of the planning/preparation phase, implementation phase and follow-up phase.



3

Tenant Invitation Guideline: Promotion Seminar

Concept Design



- Before preparing a detailed event plan and logistics, it is important to first consider the framework of what you will offer, for whom, and for what purpose.
- Below are the first points to be considered.

Item	Overview	Example
Objectives	What is/are the objectives to hold an event? (e.g. Promotion, business matching, etc.)	To raise awareness and interest towards JAIP to attract potential tenants
Target Audience	Who should attend the event? List up categories and adjust (narrow down or widen up) in accordance with budget and other limitations	Who could be the potential tenants? Business owners, companies: <ul style="list-style-type: none"> • in Palestine • Arab Israeli, Palestinian diaspora • in other Arab countries, etc.
Goals	What results do you expect after the event? What actions do you expect the audience to take?	<ul style="list-style-type: none"> • All companies deepen their understandings on JAIP • Some companies shows interest in leasing
Type of Activity	Seminars, Exhibition? Online or Offline? (Refer to the next slide for the details)	<ul style="list-style-type: none"> • Promotion Seminar • Online for remote audience (companies in overseas, diaspora, etc.) • Offline for the audience in Palestine
Title of Activity	Simple, catchy expression is preferred for the title / subtitle.	"JAIP the 2 nd Phase Promotion Seminar ~The gateway to the world~"
Points to appeal to the target	What and how can the event help the issues faced by the target audience? (Value proposition, appealing points)	The audience may want to know whether they should invest in the park to be tenants <ul style="list-style-type: none"> • Competitive Advantages • Cost • Testimonials from the existing tenants



Choose a type of promotional activity

- There are several types of promotional activities, each with different characteristics, pros & cons.
- Choose the type that best suits the objectives of the event.

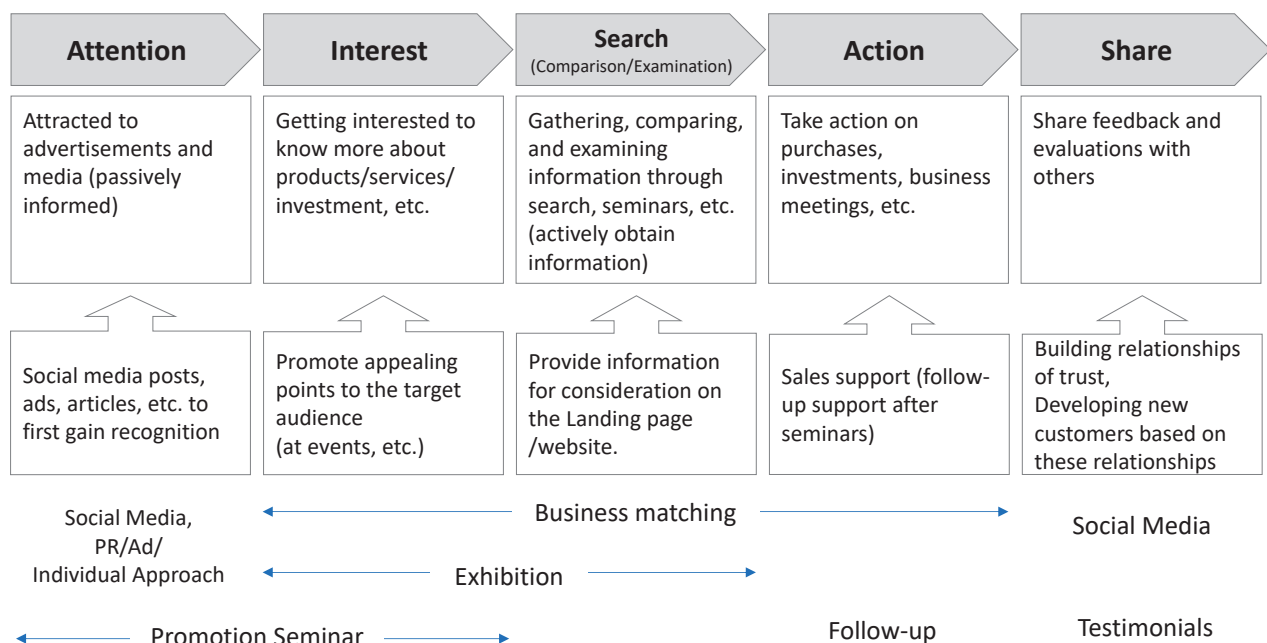
Exhibition	<ul style="list-style-type: none"> • The purpose can be information sharing among the stakeholders of a specific industry, and a point of marketing/sales of products/services, and networking with potential business partners • Exhibition can include “Business matching” session between companies • Exhibitions are usually held in physical venue, but online exhibitions have increased during Covid-19 (with virtual exhibitor booths, and online business meetings)
Seminar	<ul style="list-style-type: none"> • The purpose can be promotion (raise public awareness or gain new customers), increasing customer satisfaction, and relationship building with new/existing customers/stakeholders • Online seminar has become the new normal because of its convenience

	Pros	Cons
Online	<p>[For participants]</p> <ul style="list-style-type: none"> • Convenient (No cost and time for travel), can participate easily and easier to ask questions <p>[For the host]</p> <ul style="list-style-type: none"> • Bigger capacity and wider reach (especially for events targeting at overseas or remote areas) • Less costly and time-consuming • Easy to record and share (distribute) during/after the event 	<p>[For participants]</p> <ul style="list-style-type: none"> • Some may not be able to concentrate/commit • Difficult to interact with other people <p>[For the host]</p> <ul style="list-style-type: none"> • Difficult to see the participants’ reactions and the atmosphere
Offline (Physical)	<p>[For participants]</p> <ul style="list-style-type: none"> • Participants are likely to concentrate/commit • Participants can directly interact with other people <p>[For the host]</p> <ul style="list-style-type: none"> • The host can see the participants’ reactions and the atmosphere (nonverbal feedback) 	<p>[For participants]</p> <ul style="list-style-type: none"> • Less Convenient and needs more firm willingness to participate <p>[For the host]</p> <ul style="list-style-type: none"> • Limited capacity and reach • Costly and needs more logistics preparation • Sharing the recordings may take some time



(Reference) Framework of AISCEAS

- The following framework describes the thinking that companies and individuals follow when selecting products and services.
- When planning an event, it is necessary to consider which stage of the process the event will target.





Budget and Sponsorship

- Check the size of the budget and the potential sponsors, the name of organizers and co-sponsors.

Example of Cost Items

Cost Item	Online	Offline
Personnel expenses for operation	---	If outsourced
Event management system costs (Peatix, etc. *)	If used	---
Landing page	If outsourced	If outsourced
Interpreter(s)	If necessary	If necessary
Venue/Equipment Rental fees	---	Required
Webinar tool fees	Required	---
Advertisement	Optional	Optional
Honorarium for presenters	Optional	Optional
Allowance (Transportation)	Optional	Optional
Miscellaneous (Printing, Confectionery, etc.)	Optional	Required

*Google forms can be used for application, for free

Refreshment: 15 NIS
Lunch: 40 NIS per person

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Sponsorship

It should be considered to get a Sponsorship for the planned event.

For example, think about who will get benefits from the planned event. Any industry associations, companies, countries?

There can be a possibility to ask for some contribution from the entities that will get benefit from the event, which will reduce financial burden.

Also, who will appear as the Organizer of the event, as well as Co-organizer/sponsors should be considered.

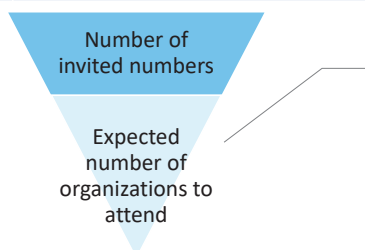
For example, JAIP Promotion seminar can be organized by JAIP/IPIEA, sponsored by JICA and some industry associations.

Event Structure/Contents



- Now that the prerequisites have been drafted, the event contents can be planned.
- Below are the items and points to consider.

Item	Overview	Example
Duration (Allocated days/time)	Half day, One day, or several days? Exhibitions usually continues from one day to several days, while simple promotion seminar tends to be a half day or one day at maximum.	Refer to the next slide
Event Structure	What components are necessary to achieve the objectives of the event? Should any interactive session be included?	Refer to the next slide
Agenda	What topics should be covered? Who will be the presenters?	Refer to the next slide
Venue (in the case of Offline)	Which cities should the event be held in? Then select the potential list of venues. The physical venue have limited capacity, so the expected number of organizations to attend the event needs to be determined.	Online event for overall, Offline event in Nablus for companies in Palestine



$$\text{Invited numbers of people} \times \text{Participation rate}$$

It is ideal to ask for the invitees' willingness to attend the event for better estimation (Especially in the case of physical event)

8

Promotion Seminar: Overview

Reference:
Agenda Sample

Item	Overview
Place	Nazareth (TBC) Online and/or Offline (TBC)
Date	XX February 2023
Objectives	To raise awareness and interest towards JAIP and encourage more companies to be the tenants.
Target Audience	Business owners, companies: <ul style="list-style-type: none"> in Palestine, Arab Israeli, Palestinian diaspora in other Arab countries, etc. Media (Business Journalists)
Goals	<ul style="list-style-type: none"> The participants deepen their understandings on JAIP Some companies shows interest in leasing (The media will spread the seminar/JAIP-related topic)
Title of Seminar	“JAIP the 2 nd Phase Promotion Seminar ~The gateway to the world~” (tentative)
Language	<ul style="list-style-type: none"> Arabic
Cost/Budget	<ul style="list-style-type: none"> Online> The subscription fee of Zoom Offline> The venue and catering service

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Agenda (Online only, or Online and Offline)

Reference:
Agenda Sample

- If online, participants tend to have difficulty concentrating when they keep listening for a long time.
- → Include a Q&A session every 30-45 minutes or allow questions to be asked via chat at any time, to keep two-way communication.

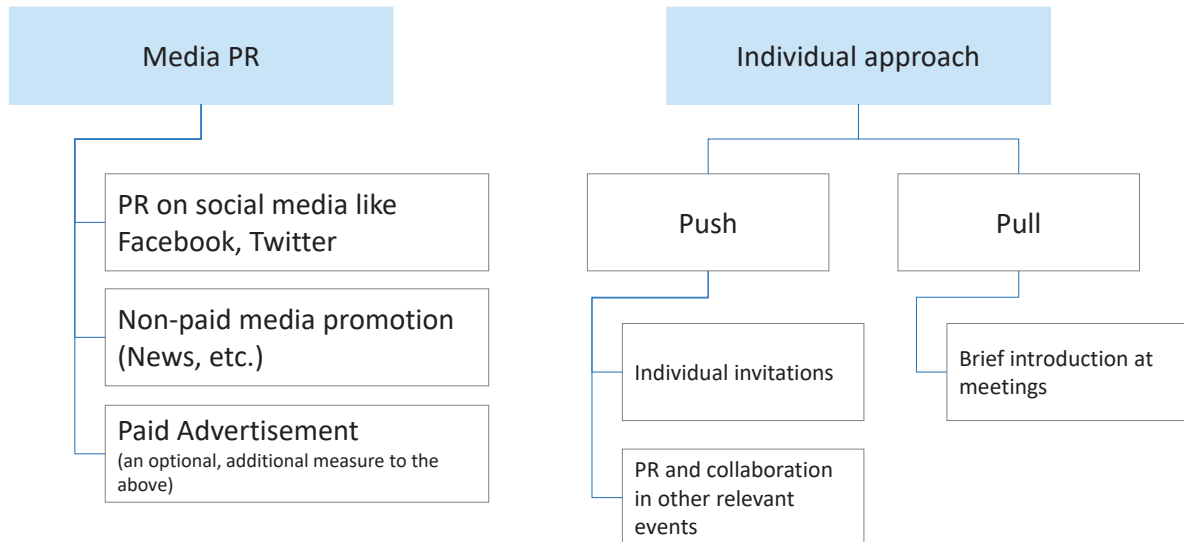
Time	Topic	Speakers
10:00-10:30	Registration (Online seminar can open around 10:15)	---
10:30-10:40	Opening remarks Administrative guidance to the participants	IPIEA
10:40-11:15	Introduction about JAIP (what is JAIP and why you should invest in JAIP) <ul style="list-style-type: none"> Facts, Incentives, Draft New IPIEA Law, Business/Operation support Roadmap, etc. 	IPIEA (If necessary JAIP Co.)
11:15-11:30	Quick break and Q&A (online chat)	IPIEA
11:30-12:00	Success stories (Testimonials from some companies)	One or two tenants: TBD
12:00-12:15	Open Discussion, Q&A (voice and chat)	IPIEA
(12:15)	Request for a quick online survey and Wrap-up	IPIEA
12:30-	Networking/Casual consultation (Offline) *If online, use Zoom breakout rooms <ul style="list-style-type: none"> Additional casual questions related to JAIP, networking among the invited companies, asking questions to the existing tenants, etc. Response to the press (Offline) 	IPIEA (facilitation)

10



PR / Attracting target audience

- Once you have drafted the concept design of the event, move on to develop the PR strategy and preparations to attract a target audience.
- There are two patterns for attracting an audience.



PR on Media

- PR on Media has three types, PR on social media, non-paid media promotion and paid advertisement.
- It is advisable to make a **Landing Page** (1-page webpage dedicated to the event), and put the link to the post/media promotion/ad.

<p>PR on Social Media (Non-paid)</p>	<ul style="list-style-type: none"> • Post on social media (which is used by the target audience: e.g. Twitter, Facebook, LinkedIn) • As a premise, constant management on your social media account and a certain number of followers is required to reach audience. • Organizations in collaboration can retweet/repost/like the post to diffuse the information.
<p>Non-paid media promotion</p>	<ul style="list-style-type: none"> • Owned website, websites of organizations in collaboration • Articles on media like website/industry magazines <ul style="list-style-type: none"> ✓ Please be noted that the right to select and edit information belongs to the media. In order to be covered by the media as publicity, you need to make the information interesting from the media's point of view.
<p>Paid Advertisement</p>	<ul style="list-style-type: none"> • Paid Advertisement contains Social media advertisement, Press Release on media, advertisement on mass-media (newspaper, magazine, radio, TV) and Web advertisement, etc. • This comes as an option when the above approaches are not sufficient.

Individual Approach

Promotion



- Besides PR on Media, individual approach is effective (the participation rate would be higher than PR) although it takes time and effort.

Push	<p>Individual invitations</p>	<ul style="list-style-type: none"> • The most direct way is to send out invitations to the target organizations. • First, make a Long list of the contact. <ul style="list-style-type: none"> • The source of the list could be obtained from industrial associations, board members' network, Participants list of the past events etc. • Then, shortlist the long list (you can add a check column on the same excel sheet) whom to contact in accordance with the scope of the event. • Send invitation emails (individually or in BCC), and follow-up with phone calls.
	<p>PR and collaboration in other relevant events</p>	<ul style="list-style-type: none"> • Another way is to recruit companies through other organizations (collaborative public organizations, industrial associations, etc.) • If there are any events similar to the topic of your planned event, you may ask the organizers to PR your event there (handing out leaflet, projecting PowerPoint slides, etc.).
Pull	<p>Brief introduction at meetings</p>	<ul style="list-style-type: none"> • Similarly, you can also briefly introduce the event to people you see at business meetings or other events. • If they get interested in, they can contact you or check the PR/Landing page of the event.

13

Key Points of Online Webinar

Logistics



- Online webinar has different characteristics compared to physical seminar, therefore some optimization may be needed.

<p>Event Structure</p>	<ul style="list-style-type: none"> • Participants tend to have difficulty concentrating when they keep listening for a long time. • →Include a Q&A session every 30-45 minutes, or allow questions to be asked via chat at any time, to keep two-way communication.
<p>Facilitation to increase engagement</p>	<ul style="list-style-type: none"> • Encourage participants to actively send chats. • For example, icebreaker as a practice for commenting in the chat, or self-introduction in small group breakout sessions.
<p>Deal with connection problems</p>	<ul style="list-style-type: none"> • Rehearse in advance to ensure smooth connection and operation. • Have an alternative plan in case of an emergency. • If some presenters have poor connectivity, secure a venue.

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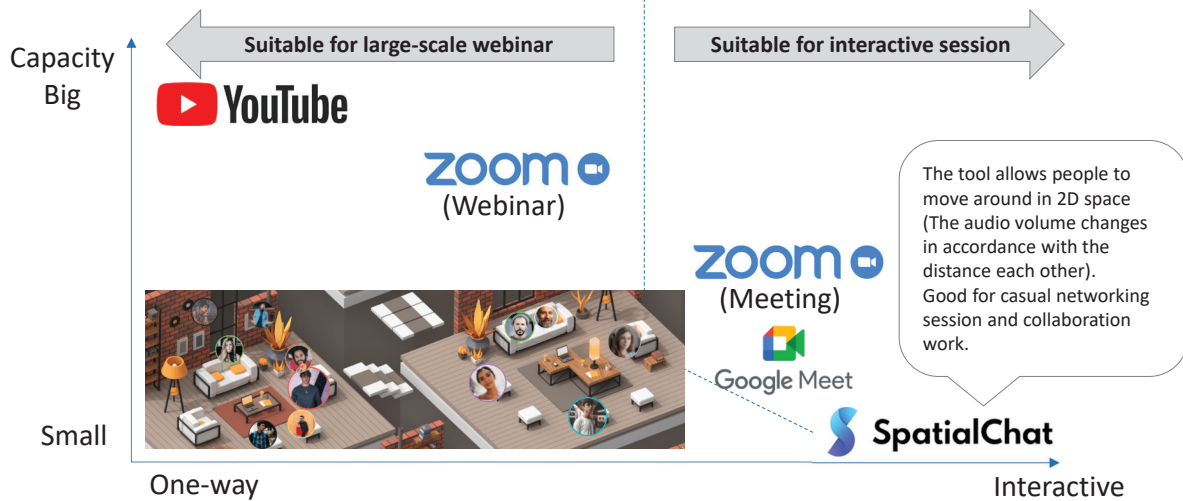


Online Event Tools

- In selecting an online event tool, compare what each tool's advantages/disadvantages, and select a tool that is suitable for the planned event.

Points to be considered

- Ease of access
- Features such as Communication, Recording
- Capacity (how many people can join at the same time)
- Pricing



(Reference) Zoom

- Zoom is mostly used for webinars and online meetings.
- Here are some information about Zoom.
- For the pricing, check the website <https://zoom.us/pricing>

Why Zoom?	<ul style="list-style-type: none"> ■ Easy Access <ul style="list-style-type: none"> • No account registration is required for participants. • Users can join a webinar just by clicking an invitation. ■ Multi-functions <ul style="list-style-type: none"> • Screen sharing, hand-raising and chat functions, Q&A, survey functions, etc. • A practice session before the live session for rehearsal • Streaming: Zoom Video Webinars supports webinar streaming. By streaming your live webinar on YouTube or Facebook, you will be able to deliver your webinar to a larger audience.
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	Zoom Meeting	Zoom Webinar
Overview	Interactive meeting	View-only webinar
People who can speak and operate the screen	All Participants	The Host and the designated Panelists
Maximum number of users	100 - 500	100 – 10,000
Breakout room	Available	Not Available
Screen sharing	Available	
Recording	Available	

Online Logistics



- Online Logistics are relatively simple but needs to ensure the internet connection.

Reception Preparation	<p>Create a Registration List</p> <ul style="list-style-type: none"> • by updating attendance responses on the Shortlist • if you accept registrations from Google Forms, merge the data.
Materials Preparation	<ul style="list-style-type: none"> • Develop / Collect Presentation materials • Develop Feedback Questionnaire • Miscellaneous: Background music (effective in softening the atmosphere)
Rehearsal	<ul style="list-style-type: none"> • Conduct a rehearsal in advance to test connection and sound conditions. • If each presenter joins from each location, unexpected connection and sound problems may occur. The countermeasures include: <ul style="list-style-type: none"> • Test the connection on the presenter's PC in advance. Loan a Wi-fi router or secure access to a venue with a stable connection so that staff can respond if problems arise. Also, install an app on presenters' smartphone to have an alternative solution in case of problems. • For presenters who are not familiar with PC/technology, ensure that they have access to a venue with a stable connection. • Communicate with other members of the group in the event of a problem, and be prepared to address it to the audience. • Presenters can also video record their presentations in advance.

Offline Logistics (1/2)



- Booking a Venue is a unique process required for a physical event.

Item	Points to be considered
Selection of Venue	<ul style="list-style-type: none"> • Check expected venues and determine by checking availability. When the venue is determined, book it by following necessary administration procedures.
Venue Layout / Rooms	<ul style="list-style-type: none"> • Check the available rooms. The layout and the expected number of participants need to be considered when booking. • Also consider where to put the refreshment space for coffee breaks, lunch, and the Reception. • Arrangement of the rooms(table, chair, banner, etc.) needs to be done in advance (preferably one day before, and at least by a few hours before the event)
Equipment	<ul style="list-style-type: none"> • Presentation environment includes, computer, projector and screen, lecturer's tables and chairs, audio system and microphone.
Refreshment / Lunch	<ul style="list-style-type: none"> • Identify a good catering service provider who provides good quality of food and service.

Offline Logistics (2/2)



- Besides the venue preparation, Offline Logistics require more personnel and printing.

Reception Preparation	<ul style="list-style-type: none">• Create a Registration List (same with online logistics)• Arrange for seminar receptionists beforehand. They need to arrive at the venue a few hours beforehand for preparation.• Also, decide who will be in charge of handing over a microphone (if necessary), handing out materials, taking photographs, taking minutes, etc.
Materials Preparation	<ul style="list-style-type: none">• Develop / Collect Presentation materials• Develop Feedback Questionnaire• Print out the Materials for distributing to participants (Prepare each set by placing them in a clear file)<ul style="list-style-type: none">✓ Presentation Slides✓ Program Outline✓ Feedback Questionnaire✓ Promotion materials of JAIP✓ Notice boards (reception, table no. etc.)• Miscellaneous: Background music (effective in softening the atmosphere)
Rehearsal	<ul style="list-style-type: none">• In the rehearsal, confirm the position where the presenter will stand, where the participants will be seated, the equipment (does the screen / pc connection /microphone work?), and where the screen and banners/signs will be placed, etc.

On the day of the event



- Now that everything has been prepared, the event would set off smoothly.
- Here are some points to be considered.

Online Webinar

[Reception]

- Reception is automatic or on standby/permission basis (in that case, a person in charge of pushing the permission button should be assigned)
- Ask participants to set their names (display organization name and name) in advance or when entering the room.

[Questionnaire]

- Ask the participants to fill it out the questionnaire at the end of the event. In order to increase the survey collection rate, there is a method of distributing materials (downloadable) in exchange for responses.

Offline (Physical) Seminar

[Reception]

- Place a small tray for business cards and Registration List so that attendance can be checked on the spot.
- Prepare a few pens and at least 2 receptionists.
- Registration should continue for 10-15 minutes after the seminar starts for those who are running late.

[Questionnaire]

- Some participants may immediately leave after concluding remarks. In order to increase the survey collection rate, ask the participants to fill out the questionnaire before closing remarks.
- Also remember to announce whether the participants should hand the completed questionnaire to a staff member or to turn it over and leave it at their seat.
- The responses on the papers collected need to be swiftly digitized (data input on excel file).

Follow-up after the event

Follow-up



- Collect and analyze the questionnaire (satisfaction, needs, etc.). The results and feedback can be reflected on the next event planning and individual follow-up.
- Consider what and how to implement follow-up after the event, depending on the objectives of the event.



Questionnaire

- Respondents prefer single/multiple choice rather than free answer.

[Question Examples]

- Basic information and contact
- How did you hear about the event? (Choose from: word of mouth, social media...etc.)
- Satisfaction degree from 1~5
- What did you expect/want to know in the event?
- What information/sessions were useful?
- Any points that were difficult to understand?
- Any information you want to know more?
- To what extent are you interested in moving in as a tenant? Choose from 1~5
- Will you be interested in attending one-to-one follow up meeting?



Follow-up after the event

- If the goal of the seminar is to attract tenants, it is necessary not only to conduct the event, but also to lead the audience to expected actions afterwards.
- Therefore, follow-up actions like registering contact information, making appointments for individual meetings, are needed.
- A questionnaire (e.g. Google Forms) should be collected by the end of the seminar or after the seminar. Based on the collected questionnaire, you can:
- Create a list of contacts to follow up with
- Respond to inquiries
- Approach to follow-up target contacts
 - ✓ acquisition and retaining the potential customers (e.g. asking them to follow the social media accounts)
 - ✓ making appointments
 - ✓ individual consultations/quotes
 - ✓ Negotiations/closing the deal

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Reference: Promotion Materials

Official Website:

[Jericho Agro-Industrial Park \(JAIP\) \(jaipark.com\)](http://jaipark.com)

Promotion videos:

Available in English and Arabic

Pamphlets:

Available in English and Arabic

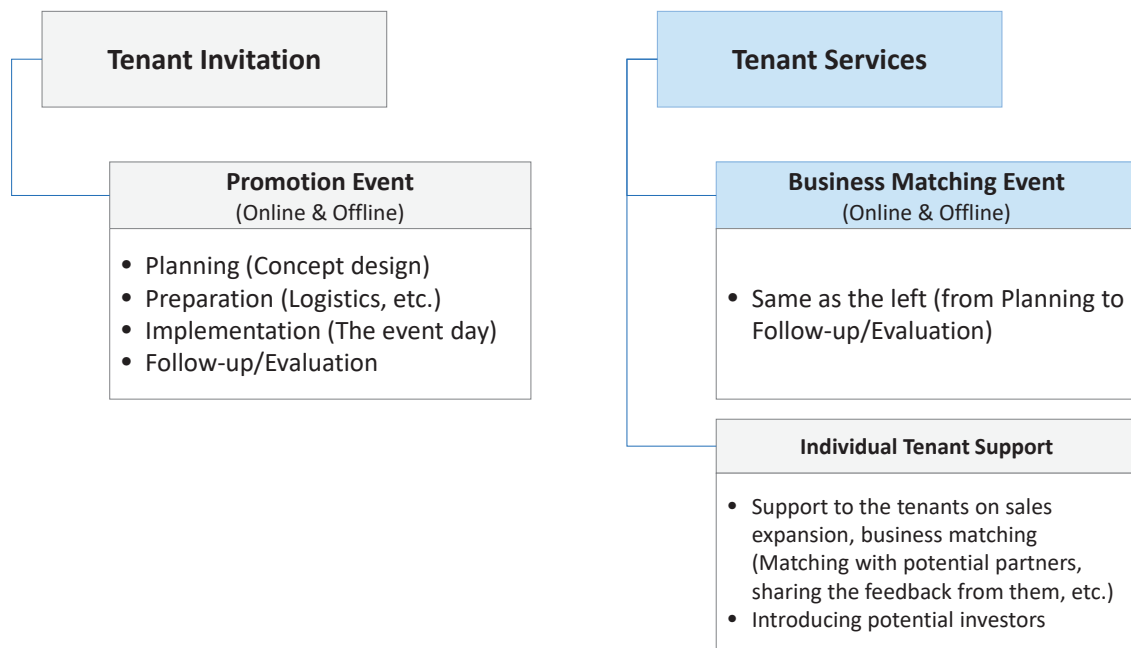
22

Guideline: Tenant Services



Guidelines

■ This section covers the business matching event, in terms of tenant services.



Components of Business Matching Event

- Below is the business matching (individual business meeting) and its related components.
- It is common to combine two or more of these at an event.

Exhibition	<ul style="list-style-type: none"> The main purpose of Exhibition is to promote exhibitors' products/services through setting up booths Exhibitions may include seminars, networking and business matching sessions. Exhibitions are usually held in physical venue, but online exhibitions have increased during Covid-19 (with virtual exhibitor booths, and online business meetings)
Seminar	<p>Seminars that are often combined with exhibitions include:</p> <ul style="list-style-type: none"> Informative seminars (e.g. export logistics seminar for the food industry) Promotion seminars (e.g. sharing know-how / experience of one's business, company introduction, etc.) <p>Online seminars have become the new normal because of its convenience, but physical seminars (especially informative seminars) play an important role to attract participants to join any physical event</p>
Business matching (one-to-one)	<ul style="list-style-type: none"> The advantage of an offline business matching event is that companies can meet and talk face to face, facilitating a smooth search for business partners.
Networking (plural, open interactions)	<ul style="list-style-type: none"> Networking session can be easily a part of physical events The advantage of an offline business matching event is that companies can meet and talk face to face, facilitating a smooth search for business partners. Holding a networking session online needs some creativity and good designing to facilitate smooth interactions (Instead of normal zoom calls, creative tools such as SpatialChat, Remo, have been used recently.)

3

The Overall Process (Table of Contents)

- This section includes the three types of events:
 - organizing physical events for companies in Palestine,
 - organizing online events for companies outside of Palestine, and
 - participating in physical events outside of Palestine (hosted by others)

	Palestinian companies	International companies
Online event	(Feasible, but physical events would be realistic and preferable)	(2) Organizing online events is feasible because it is easier to attract companies outside of Palestine <div style="text-align: right;">Host</div>
Offline (Physical) Event	(1) Organizing physical events for companies in Palestine <div style="text-align: right;">Host</div>	(3) Attend international exhibitions <div style="text-align: right;">Participation</div>

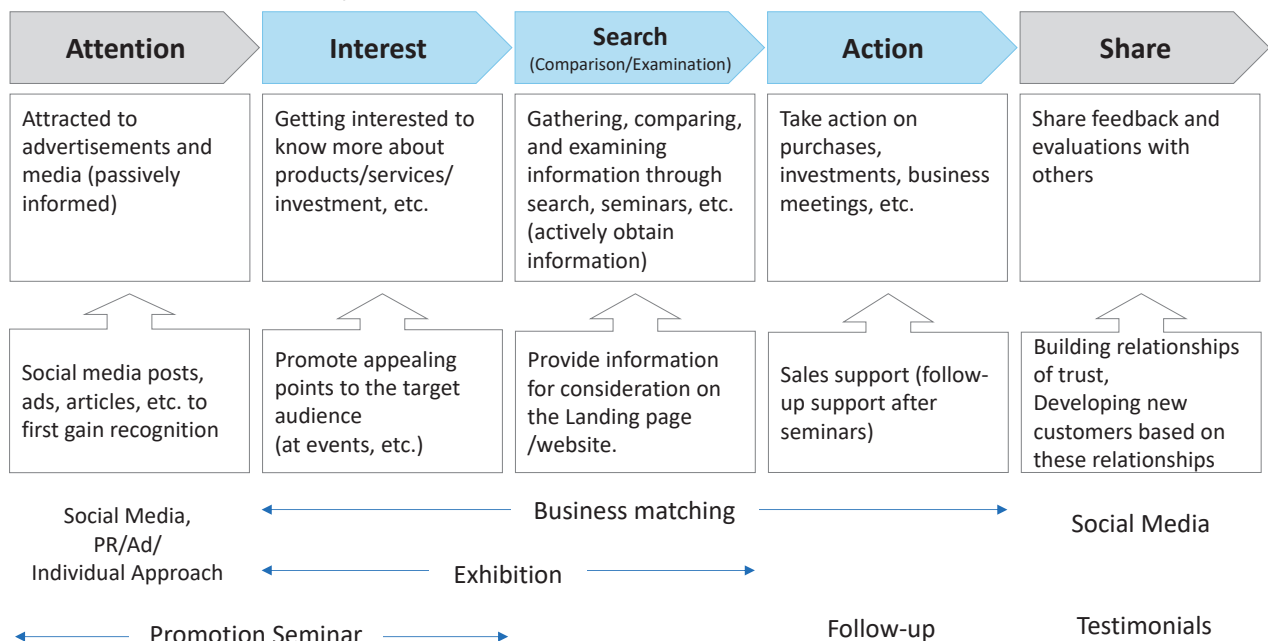
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Hosting an event

5

(Reference) Framework of AISCEAS

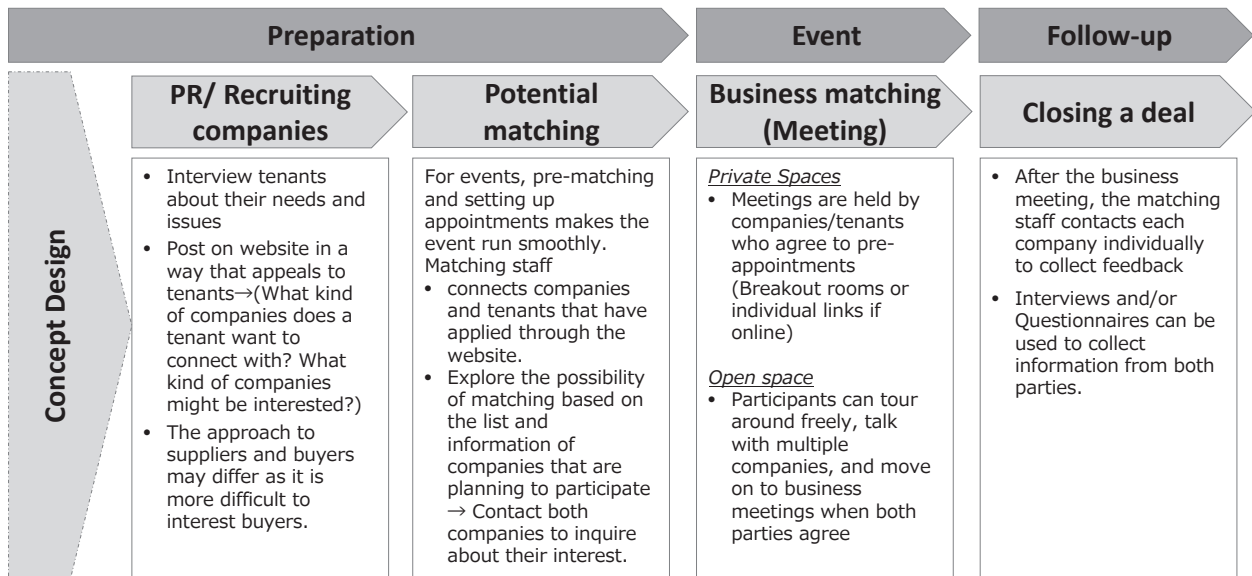
- Exhibition/Business matching covers the blue highlighted parts.
- In case of a stand-alone event, it is important to arouse Attention/Interest in advance, since people will not come to the business matching unless they are aware of and have some interest in the event/tenants. → A business matching event could be held after the promotional seminar, or it could be held at the same time as the exhibition.



6

Business Matching Flow and Key Points

- The following summarizes the overall business matching flow.



7

Concept Design

Preparation
Concept Design

- Refer to the tenant invitation guidelines for the concept design.
- Below is the tips from the past event.

<TIPS>

Objectives of B2B Matching Event

In the case of event conducted February 2015, objectives were set as ;

- To introduce potential partners in Japan and Jordan to Palestine companies.
- To promote JAIP to agro-related industries in Palestine.
- To provide ideas of effective product development and marketing (Focusing on Date products)

Since JAIP was recruiting investors, promotion of JAIP was included in the objectives. Also learning element was added because this is the first B2B event by JAIP BDS service so that awareness for BDS should be created for business people. Hidden objective of this event was capacity development of PIEFZA staff to conduct an B2B matching event.

8

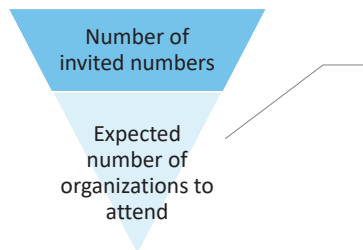
Event Structure/Contents

Preparation

Concept Design

- Now that the prerequisites have been drafted, the event contents can be planned.
- Below are the items and points to consider.

Item	Overview	Example
Duration (Allocated days/time)	Half day, One day, or several days? Exhibitions usually continues from one day to several days, while simple promotion seminar tends to be a half day or one day at maximum.	Refer to the next slide
Event Structure	What components are necessary to achieve the objectives of the event? Should any interactive session be included?	Refer to the next slide
Agenda	What topics should be covered? Who will be the presenters?	Refer to the next slide
Venue (in the case of Offline)	Which cities should the event be held in? Then select the potential list of venues. The physical venue have limited capacity, so the expected number of organizations to attend the event needs to be determined.	Online event for overall, Offline event in Nablus for companies in Palestine



$$\text{Invited numbers of people} \times \text{Participation rate}$$

It is ideal to ask for the invitees' willingness to attend the event for better estimation (Especially in the case of physical event)

9

Event Structure: ①&②

Preparation

Concept Design

- Examples of the event structure, Physical event and Online event respectively.

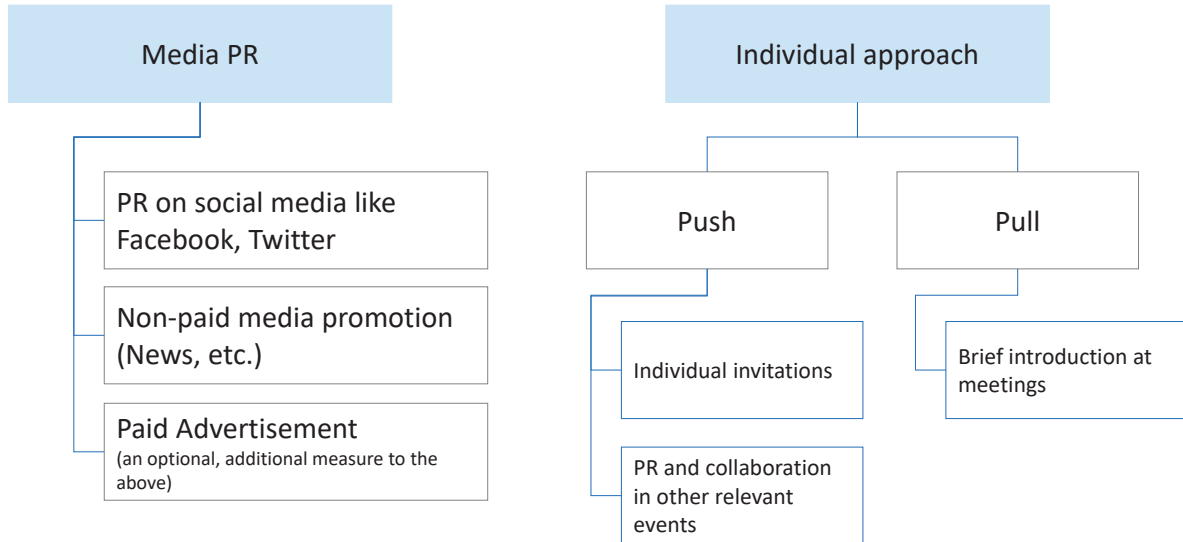
Physical Event (Palestine)			Online Event (International)		
Item	Overview	Notes	Item	Overview	Notes
Seminar	<ul style="list-style-type: none"> • Introductory seminar about the tenants' products • Informative seminar about Export/Target markets for Palestinian companies 	Advisable to be industry-specific (Day 1: Agro-related, Day 2: Healthcare, etc.)	Seminar	<ul style="list-style-type: none"> • Introductory seminar about the tenants' products, overview of Palestinian businesses for overseas companies • Informative seminar about Export/Target markets for Palestinian companies 	Advisable to be industry-specific (Day 1: Agro-related, Day 2: Healthcare, etc.), and to include a seminar topic that attract potential partners overseas
Exhibition	Tenants' booths with staff and products	---	Business Matching	Prior arrangement of business matching → one-to-one meeting Virtual networking space can be added with a tool like "SpatialChat" but would need a proper facilitation.	オフライン開催よりも事前マッチングの重要性が高まる。
Business Matching	Prior arrangement of business matching → one-to-one meeting	Closed meetings, can be combined with open networking environment for the spare time	Online: Seminar (Q&A) + Individual Matching Room Pattern <ul style="list-style-type: none"> • Assuming Egypt, Jordan, and Gulf countries as targets • Although exhibitions can be held at 3D online venues, the hurdle may still be high, so posting information on the official website and social media will be feasible. • Since it is online, it would be good to invite experts who are familiar with the target markets such as Jordan and Egypt. 		
Seminar, Exhibition, Matching -- "All Component" Pattern <ul style="list-style-type: none"> • Providing information in advance (narrowing down and specifying the industry) is necessary for attracting potential partners. • It is also effective to hold a seminar that is useful for attracting visitors (e.g. Palestinian business overview for foreign companies, basic information seminar on Jordanian exports for Palestinian companies, etc.). 					

10

PR / Attracting target audience

Preparation
PR/Recruiting

- Once you have drafted the concept design of the event, move on to develop the PR strategy and preparations to attract a target audience.
- There are two patterns for attracting an audience.



11

PR on Media

Preparation
PR/Recruiting

- PR on Media has three types, PR on social media, non-paid media promotion and paid advertisement.
- It is advisable to make a **Landing Page** (1-page webpage dedicated to the event), and put the link to the post/media promotion/ad.

<p>PR on Social Media (Non-paid)</p>	<ul style="list-style-type: none"> • Post on social media (which is used by the target audience: e.g. Twitter, Facebook, LinkedIn) • As a premise, constant management on your social media account and a certain number of followers is required to reach audience. • Organizations in collaboration can retweet/repost/like the post to diffuse the information.
<p>Non-paid media promotion</p>	<ul style="list-style-type: none"> • Owned website, websites of organizations in collaboration • Articles on media like website/industry magazines <ul style="list-style-type: none"> ✓ Please be noted that the right to select and edit information belongs solely to the media. In order to be covered by the media as publicity, you need to make the information interesting from the media's point of view.
<p>Paid Advertisement</p>	<ul style="list-style-type: none"> • Paid Advertisement contains Social media advertisement, Press Release on media, advertisement on mass-media (newspaper, magazine, radio, TV) and Web advertisement, etc. • This comes as an option when the above approaches are not sufficient.




12

Individual Approach

Preparation

PR/Recruiting

- Besides PR on Media, individual approach is effective (the participation rate would be higher than PR) although it takes time and effort.

Push	<p>Individual invitations</p> 	<ul style="list-style-type: none"> • The most direct way is to send out invitations to the target organizations. • First, make a Long list of the contact. <ul style="list-style-type: none"> • The source of the list could be obtained from industrial associations, board members' network, Participants list of the past events etc. • Then, shortlist the long list (you can add a check column on the same excel sheet) whom to contact in accordance with the scope of the event. • Send invitation emails (individually or in BCC), and follow-up with phone calls.
	<p>PR and collaboration in other relevant events</p> 	<ul style="list-style-type: none"> • Another way is to recruit companies through other organizations (collaborative public organizations, industrial associations, etc.) • If there are any events similar to the topic of your planned event, you may ask the organizers to PR your event there (handing out leaflet, projecting PowerPoint slides, etc.).
Pull	<p>Brief introduction at meetings</p> 	<ul style="list-style-type: none"> • Similarly, you can also briefly introduce the event to people you see at business meetings or other events. • If they get interested in, they can contact you or check the PR/Landing page of the event.

13

Recruiting companies

Preparation

PR/Recruiting

- Potential business partners can be listed based on each industry's supply chain
- E.g. Olive products > package suppliers, logistics companies, import agency/wholesale/restaurants in target countries

Tenants	<ul style="list-style-type: none"> • Gather information from the tenants about their needs <ul style="list-style-type: none"> • What are they looking for at an event, What kind of suppliers do the tenants seek, and what kind of businesses could be the buyers for the tenants? • What could be the strengths of their products? • Promote their products' strengths online (e.g. Add a special webpage on the JAIP website, post on social media)
Other companies: Potential partners of the tenants	<ul style="list-style-type: none"> • List up potential partners of the JAIP tenants, based on each industry's supply chain and the tenants' needs: What kind of companies might be interested? And what companies do the tenants want to connect with? <ul style="list-style-type: none"> • Ref: JETRO has a business matching website • https://e-venue.jetro.go.jp/bizportal/s/?language=en_US • Consider ways and media to reach them (e.g. Egyptian Chamber of Commerce, industry media, etc.) • Broad online promotion + individual approach <ul style="list-style-type: none"> • The approach will differ depending on whether the target companies are suppliers or buyers. It is more difficult to get buyers interested, so an individual push approach is considered more necessary than a broad general promotion. • The buyers would want to ensure that the products have the marketability in the target market.

14

Potential Matching (Arrangement)

Preparation
Potential matching

Key point	<ul style="list-style-type: none"> • Prior arrangement to conduct matching based on needs in advance, is important rather than just preparing on the day of the event. • The matching could be arranged based on the nominations from either companies and recommendations by the matching support staff.
Prior Arrangement	<ul style="list-style-type: none"> • Matching support staff check the information in advance • Find out where the needs of the tenants and the needs of the other participating companies match. • Confirm that both parties are interested, and if agreement is reached, schedule a meeting for the event.
During the event	<p>On the day of the event</p> <ul style="list-style-type: none"> • <i>In the case of physical event:</i> Guide the participants to a meeting room • <i>If the case of online:</i> Create and share a zoom link for each meeting, or assign the participants on a zoom breakout room • Arrange meetings in available spots if additional requests are received during the event.

15

Business matching (Meeting)

Event
Meeting

[Schedule meetings]

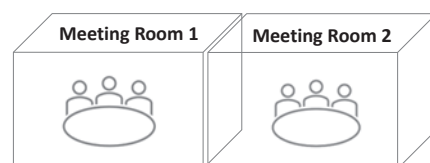
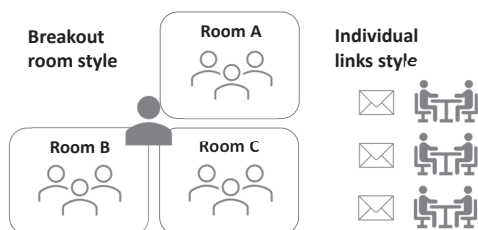
- Individual Business Meetings are main event for participating companies for looking for their future partners each other. (The matching staff usually does not attend the meeting for their privacy)
- Usually, about 30 to 50 minutes would be allocated for each meeting. 5 to 10 minutes interval between the meetings, and time for breaks / lunch should be considered.

Online Meeting

- In the case of Online, the management and operation of the breakout room is crucial (Refer to the page 21 for the details about breakout rooms)
- Or alternatively, you can issue individual links in advance and send them to the relevant parties

Offline (Physical) Meeting

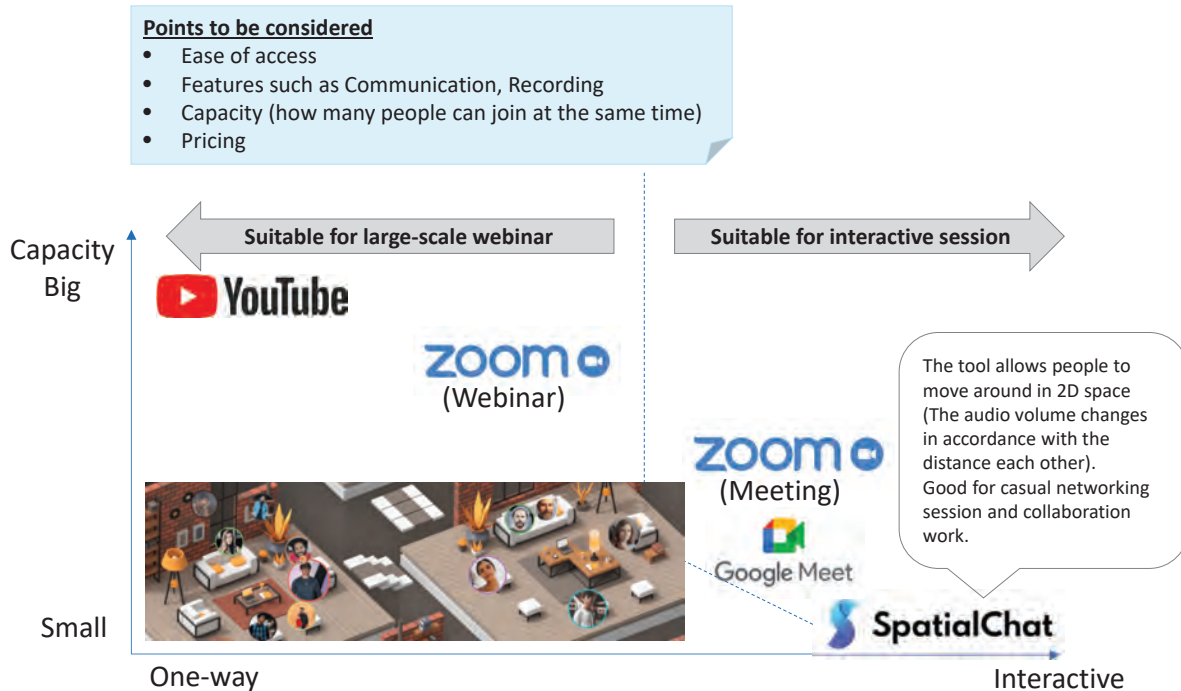
- In the case of physical meeting, make sure to secure a place for each meeting
- Book a room at the same time you arrange the appointment for the companies.



16

Online Event Tools

- In selecting an online event tool, compare what each tool's advantages/disadvantages, and select a tool that is suitable for the planned event.



17

(Reference) Zoom

- Zoom is mostly used for webinars and online meetings.
- Here are some information about Zoom.
- For the pricing, check the website <https://zoom.us/pricing>

Why Zoom?	<ul style="list-style-type: none"> ■ Easy Access <ul style="list-style-type: none"> • No account registration is required for participants. • Users can join a webinar just by clicking an invitation. ■ Multi-functions <ul style="list-style-type: none"> • Screen sharing, hand-raising and chat functions, Q&A, survey functions, etc. • A practice session before the live session for rehearsal • Streaming: Zoom Video Webinars supports webinar streaming. By streaming your live webinar on YouTube or Facebook, you will be able to deliver your webinar to a larger audience.
-----------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	Zoom Meeting	Zoom Webinar
Overview	Interactive meeting	View-only webinar
People who can speak and operate the screen	All Participants	The Host and the designated Panelists
Maximum number of users	100 - 500	100 – 10,000
Breakout room	Available	Not Available
Screen sharing	Available	
Recording	Available	

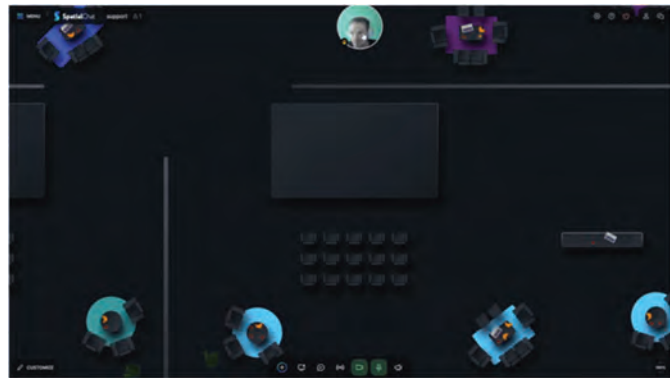
18

(Reference) SpatialChat

- SpatialChat is a virtual event platform that allows users to create and participate in online meetings, conferences, and social events in a 2D space.
- It is ideal for virtual networking events and social gatherings, allowing participants to collaborate and socialize in a virtual environment. The platform is browser-based and can be accessed from any device with an internet connection, making it convenient and accessible for all

[Spatial audio and video features]

- The audio and video streams of participants are linked to their position in the virtual space. This means that if you move closer to someone in the virtual room, their audio becomes louder and clearer, simulating a real-life conversation. Conversely, if you move away from someone, their audio fades out, just like in a real-life setting.
- → a more immersive and natural experience for users, as they can more easily interact and engage with others in a way that feels like being in the same physical space. It can be particularly useful for events like virtual networking, where the ability to have multiple conversations at once and move between them is important.



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Online Logistics: Zoom breakout rooms (Meetings)

- Breakout rooms allow you to split your Zoom meeting in up to 50 separate sessions and up to 200 participants.
 - The meeting host can choose to split the participants of the meeting into these separate sessions automatically or manually, or they can allow participants to select and enter breakout sessions as they please. The host can switch between sessions at any time.
- You need to enable the feature first.
 - For the details, refer to the links below (Zoom Support).

● [How to enable breakout rooms](#)

- [Account](#)
- [Group](#)
- [User](#)

● [How to use breakout rooms](#)

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Online Logistics: General (Seminars)

- Online Logistics are relatively simple but needs to ensure the internet connection.

Reception Preparation	<p>Create a Registration List</p> <ul style="list-style-type: none"> • by updating attendance responses on the Shortlist • if you accept registrations from Google Forms, merge the data.
Materials Preparation	<ul style="list-style-type: none"> • Develop / Collect Presentation materials • Develop Feedback Questionnaire • Miscellaneous: Background music (effective in softening the atmosphere)
Rehearsal	<ul style="list-style-type: none"> • Conduct a rehearsal in advance to test connection and sound conditions. • If each presenter joins from each location, unexpected connection and sound problems may occur. The countermeasures include: <ul style="list-style-type: none"> • Test the connection on the presenter's PC in advance. Loan a Wi-fi router or secure access to a venue with a stable connection so that staff can respond if problems arise. Also, install an app on presenters' smartphone to have an alternative solution in case of problems. • For presenters who are not familiar with PC/technology, ensure that they have access to a venue with a stable connection. • Communicate with other members of the group in the event of a problem, and be prepared to address it to the audience. • Presenters can also video record their presentations in advance.

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Offline Logistics (1/2)

- Booking a Venue is a unique process required for a physical event.

Item	Points to be considered
Selection of Venue	<ul style="list-style-type: none"> • Check expected venues and determine by checking availability. When the venue is determined, book it by following necessary administration procedures.
Venue Layout / Rooms	<ul style="list-style-type: none"> • Check the available rooms. The layout and the expected number of participants need to be considered when booking. • Also consider where to put the refreshment space for coffee breaks, lunch, and the Reception. • Arrangement of the rooms(table, chair, banner, etc.) needs to be done in advance (preferably one day before, and at least by a few hours before the event)
Equipment	<ul style="list-style-type: none"> • Presentation environment includes, computer, projector and screen, lecturer's tables and chairs, audio system and microphone.
Refreshment / Lunch	<ul style="list-style-type: none"> • Identify a good catering service provider who provides good quality of food and service.

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Offline Logistics (2/2)

- Besides the venue preparation, Offline Logistics require more personnel and printing.

Reception Preparation	<ul style="list-style-type: none"> • Create a Registration List (same with online logistics) • Arrange for seminar receptionists beforehand. They need to arrive at the venue a few hours beforehand for preparation. • Also, decide who will be in charge of handing over a microphone (if necessary), handing out materials, taking photographs, taking minutes, etc.
Materials Preparation	<ul style="list-style-type: none"> • Develop / Collect Presentation materials • Develop Feedback Questionnaire • Print out the Materials for distributing to participants (Prepare each set by placing them in a clear file) <ul style="list-style-type: none"> ✓ Presentation Slides ✓ Program Outline ✓ Feedback Questionnaire ✓ Promotion materials of JAIP ✓ Notice boards (reception, table no. etc.) • Miscellaneous: Background music (effective in softening the atmosphere)
Rehearsal	<ul style="list-style-type: none"> • In the rehearsal, confirm the position where the presenter will stand, where the participants will be seated, the equipment (does the screen / pc connection /microphone work?), and where the screen and banners/signs will be placed, etc.

23

Follow-up after the matching event

Follow-up
Closing a deal

- Follow-up is essential to facilitate the conversations, and to collect feedback from both parties for closing a deal, or for improvement.



Request for an interview:

- Reach out to each company by email and request an interview to discuss the recent business matching meeting. Provide a brief explanation of the purpose of the interview and suggest some possible dates and times.



Conduct the follow-up interview:

- Ask questions to gather information about the discussion points, results, and the company's thoughts on what to do next.
- Summarize the interview: After conducting the interview, I would summarize the main points discussed and any next steps agreed upon. This summary would serve as the basis for the follow-up email.



Contact the other party:

- It is important to gather honest comments from both parties, and act as an intermediary for better communication.
- If both parties want to continue the conversation, arrange another meeting.
- If not, the staff can collect the reasons for unsuccessful matching and communicate with each company in a professional manner, or otherwise, to consider a way to overcome the reasons (e.g. non-clear strategy → BAS service)
- Offer assistance: The staff can offer assistance if needed and let them know that you are available to answer any questions or provide additional information.



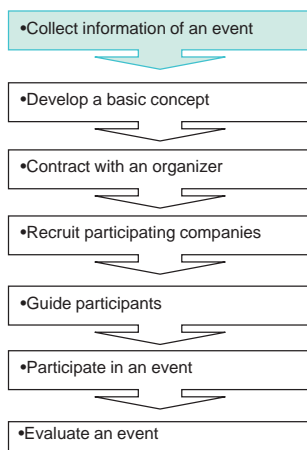
24

Participation in an international event (hosted by others)

25

1. Collect Information of an event

- It should be noted that at least three months are required to implement an International Business Matching Event. It is strongly advisable to plan early enough.

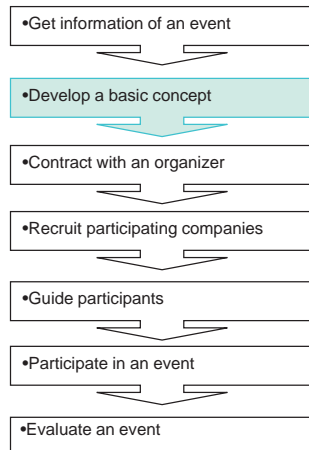


- The first step is to get to know about an event to participate. Sometimes information is brought in through personal connections. Also, it is recommended to identify some effective events by searching. (e.g. many JAIP tenants are agro related companies, so Galfood Expo in Dubai would be a candidate)
- Questions to be asked are listed below.
 - ✓ Is this event suitable for tenants? (target industries, size of industries, target markets, etc.)
 - ✓ Is timing good for participating?
 - ✓ Is this event effective for promoting industrial parks in Palestine?
 - ✓ What are the objectives of participating in this event?
- One of the good resources of such exhibitions is Website of JETRO called Online Trade Fair Database (J-messe). You can search trade fairs in all over the world.

<https://www.jetro.go.jp/en/database/j-messe/>

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2. Develop a basic concept



- Based on the event outline provided by the organizer, discuss basic concept. Discussion points includes
 - ✓ What are the objectives of participating in this event?
 - ✓ Which tenants can be the target to recruit?
 - ✓ What support should be provided to participants?
 - ✓ What benefit as PIEFZA can be obtained from the organizer?
- It is advisable to study markets and companies in target countries to check if there is an opportunity for business between Palestine and the target countries.

27

(Ref) Sponsorship

<TIPS> Supporters/Collaborators from the past event

- In case of the B2B matching event in Dubai conducted in January 2016, PIEFZA (at the time) got supporter as “Palestinian Business Council (PBC)” in Dubai as well as United Exhibitions Company in Palestine.
- PIEFZA collaborated with United Exhibitions Company by establishing MOU.
 - Role of UNITED --- VISA, Air Ticket, organization of Day-1 including logistics, etc. The Chairman of PBC Dubai shared the partial cost of air ticket
 - Role of PIEFZA --- Hotel, transportation, organization of Day-2&3 including logistics, etc.

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(Ref) Budget: Overall cost for an event in Dubai

- In case of the B2B Event conducted on January 2016 in Dubai, overall cost was listed up as below (USD, tax+service inclusive)

Cost for PIEFZA (at the time) Staff

Item	Amount (USD)	Paid to
VISA	100X3persons	United Exhibition
Air ticket (Amman<->Dubai)	550 X3persons	United Exhibition
Travel Insurance	20 x3persons	Travel Agent
Hotel (Fortune Grand)	120x4nightsx3person	Travel Agent
Hotel (pay in cash)	120x2nightsx3persons	Each staff
Travel allowance in Palestine	150x3persons	Each
Per diem	110x6daysx3persons	Each staff

Cost for participants (JAIP Tenants)

Item	Amount (USD)	Paid to
Forum participation fee	450x14persons	United Exhibition
VISA	100 x14persons	United Exhibition
Air ticket (Amman<->Dubai)	550 x14persons	United Exhibition
Travel Insurance	20 x14persons	Travel Agent
Hotel (Fortune Grand)	120x3nightsx14person	Travel Agent
Hotel (Ibis Deira City Centre)	80/x1dayx10persons	Ibis Hotel

Cost for an Event

Item	Amount (USD)	Paid to
Venue including refreshment and lunch 1 st day (Intercontinental)	80x50 persons	Intercontinental
Venue including refreshment and lunch 2 nd day (Intercontinental)	80x30 persons	Intercontinental
Transportation in Dubai (Airport-Hotel-Venue)	600	Fortune Grand

Cost sharing of the B2B in Dubai

In case of the B2B matching event in Dubai conducted in January 2016, cost sharing was set as below.

Participation Fees: 650 USD

Project covers (arranged by the project):

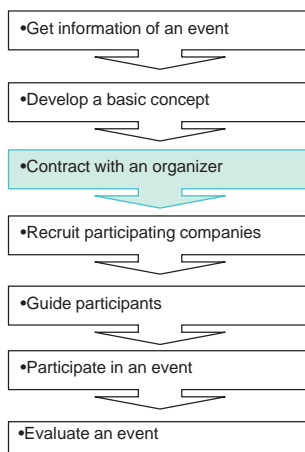
- Participation Fee for Business and Finance Forum in Dubai
- Gala Dinner in the Forum
- Accommodation in Dubai (3 Nights, Single room)
- Participation in B2B meetings
- Transportation in Dubai (Airport - hotel – venue – hotel - Airport)

Participation fees covers (arranged by the project):

- Flight ticket (Amman – Dubai – Amman)
- Visa

Other cost such as transportation in Palestine, etc should be arranged and paid by participants.

3. Contract with an organizer

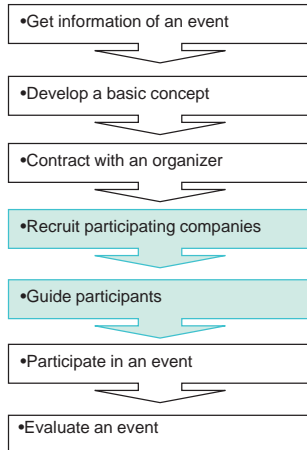


- Based on the outline, negotiate with an organize and exchange contract or MOU. The items mentioned in the document includes

- ✓ Background and outline of the event
- ✓ Date and time of the event
- ✓ Roles and responsibilities of each stakeholder
- ✓ Payment method and timing
- ✓ Cancellation policy

- Cancellation policy is important as the risk of cancellation is not low. It should be agreed with the organizer what to be done and what cost should be refunded in case of cancellation of the event / participation.

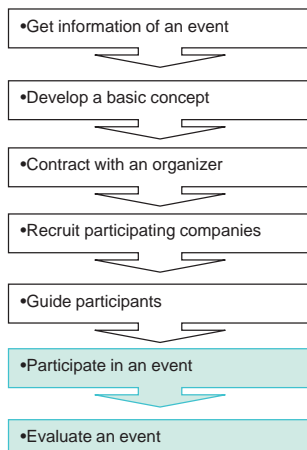
4. Recruit participating companies



- Provide the tenants with the application form and the information of the event.
- The cost to be paid by a participant, payment method and deadlines should be clearly mentioned.
- Some tenants may not know how to utilize the event and promote their products. It is recommended to guide them for effective presentation of their products, promotion and marketing.
- Guiding points may include
 - ✓ What Buyer Check at Exhibition
 - ✓ What Should Do at the Exhibition
 - ✓ Document to be prepared
 - ✓ Layout of the booth
 - ✓ Practice for presentation
 - ✓ Follow up after the exhibition

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5. Participation & Evaluation



- Evaluation is important for the sake of improving next activity. Collect feedback from participants by interviewing or administering questionnaire. If possible collect feedback from visitors to the booths.
- Organize collected data, analyze, evaluate and summarize recommendation. It is a good idea to conduct a review meeting involving participants. Finally, all information will be summarized into a report. It is recommendable to develop and issue article in newsletter or website.

<TIPS> Indicators for evaluating B2B Matching Event

In case of the B2B matching event in Dubai conducted in January 2016, several indicators for short term and middle term to measure the achievement of objectives were set as below.

Short Term (right after the event)

- ✓ Satisfaction level of participants
- ✓ Number of companies from Palestine
- ✓ Number of companies from Gulf countries
- ✓ Number of individual business meetings
- ✓ Number of business deals expected (After the event)
- ✓ Number of overseas business persons who expressed wish to visit Palestine (After the event)

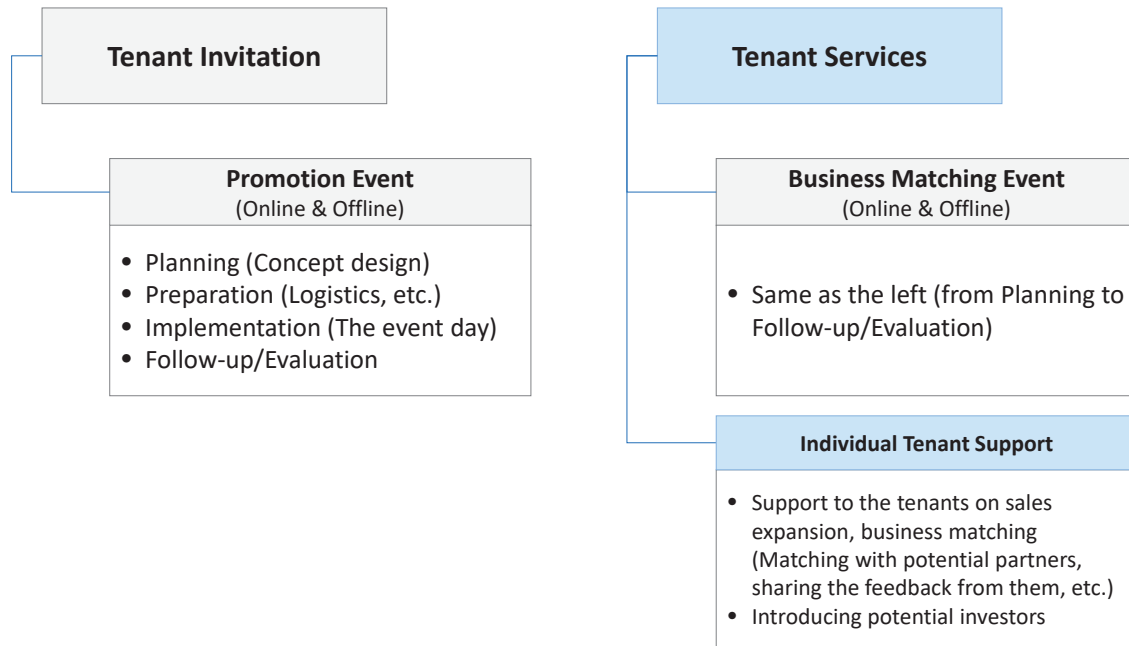
Middle Term (after 6 months)

- ✓ Number of business deals expected (After 6 months)
- ✓ Number of business deals (after 6 months)
- ✓ Number of overseas business persons who came to Palestine (After 6 months)

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Guidelines

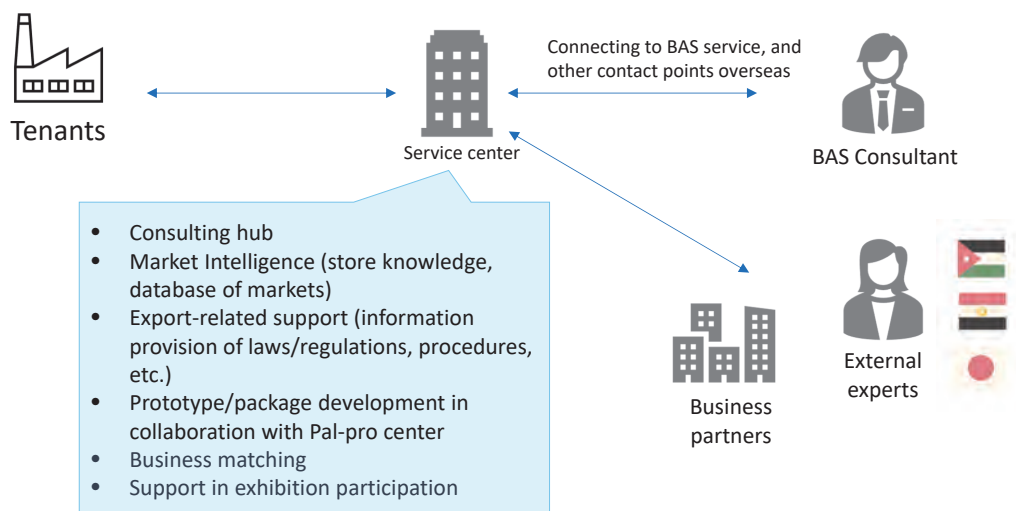
- This section covers the individual tenant support, in terms of tenant services.



33

Tenant Support

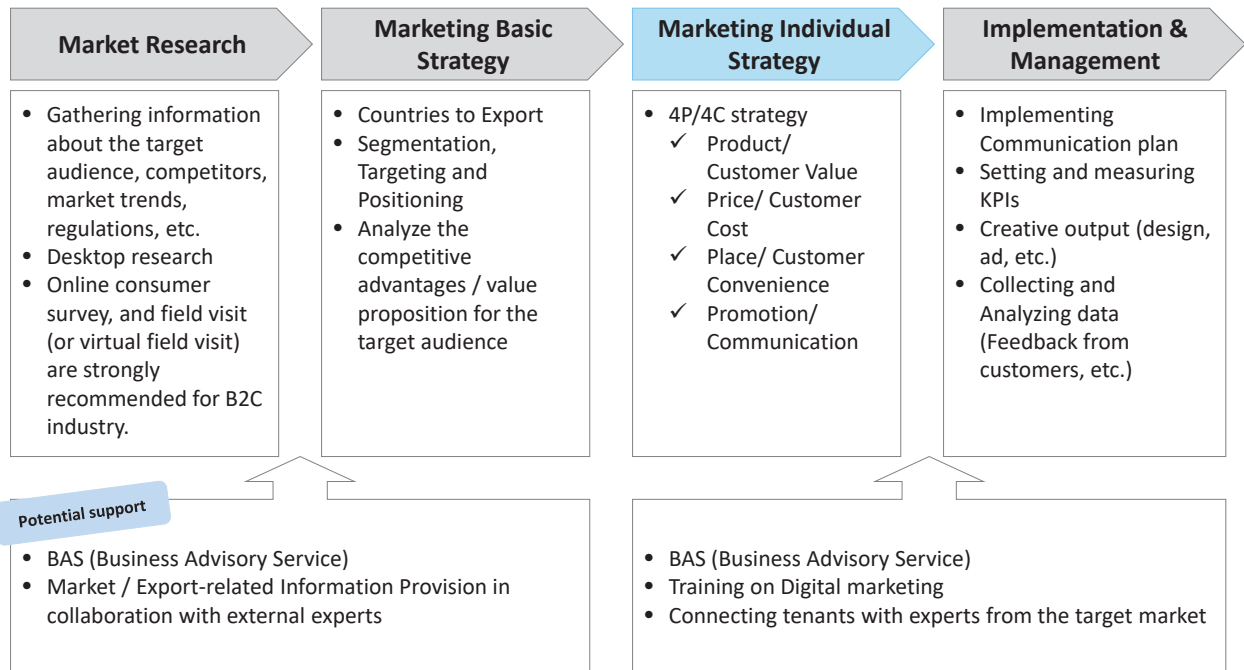
- Conduct interviews or surveys of tenant companies regarding their needs for individual company support.
- Propose support details tailored to the needs of tenants. However, before business matching support, it is important for the tenants to have their own marketing/branding strategy.
- In order to develop marketing strategy, the tenants need to have a deep knowledge about their target markets & customers, competitors, and analyze their potential competitive advantages in market entry and how they should market their products.



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The process of Marketing and related support

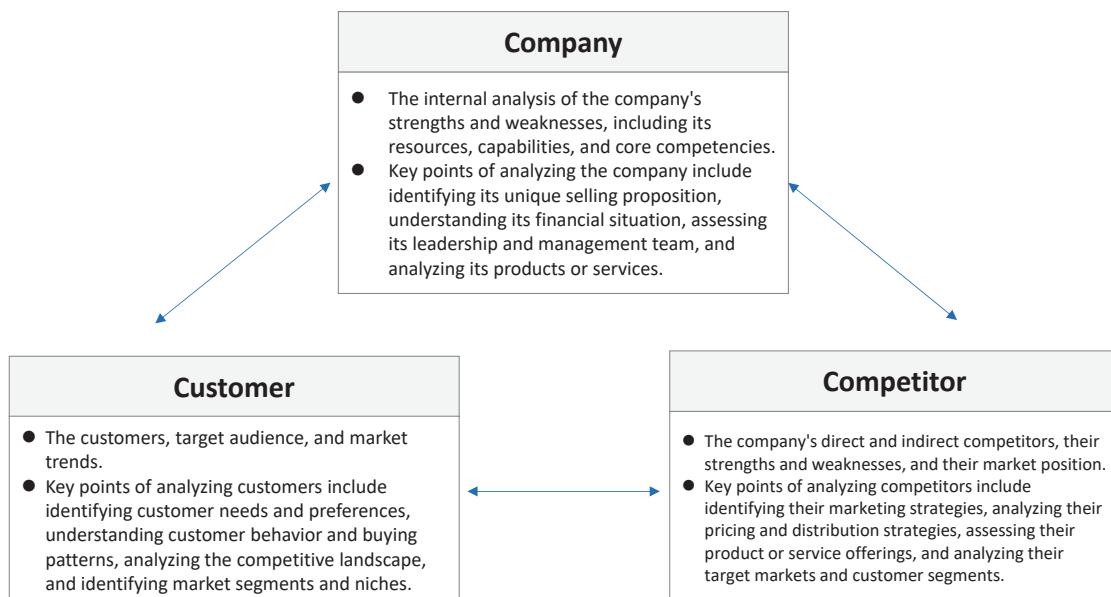
- Information collection & analysis, strategy development and implementation are included in the process of marketing



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Ref: Market research & analysis - the viewpoint of "3C"

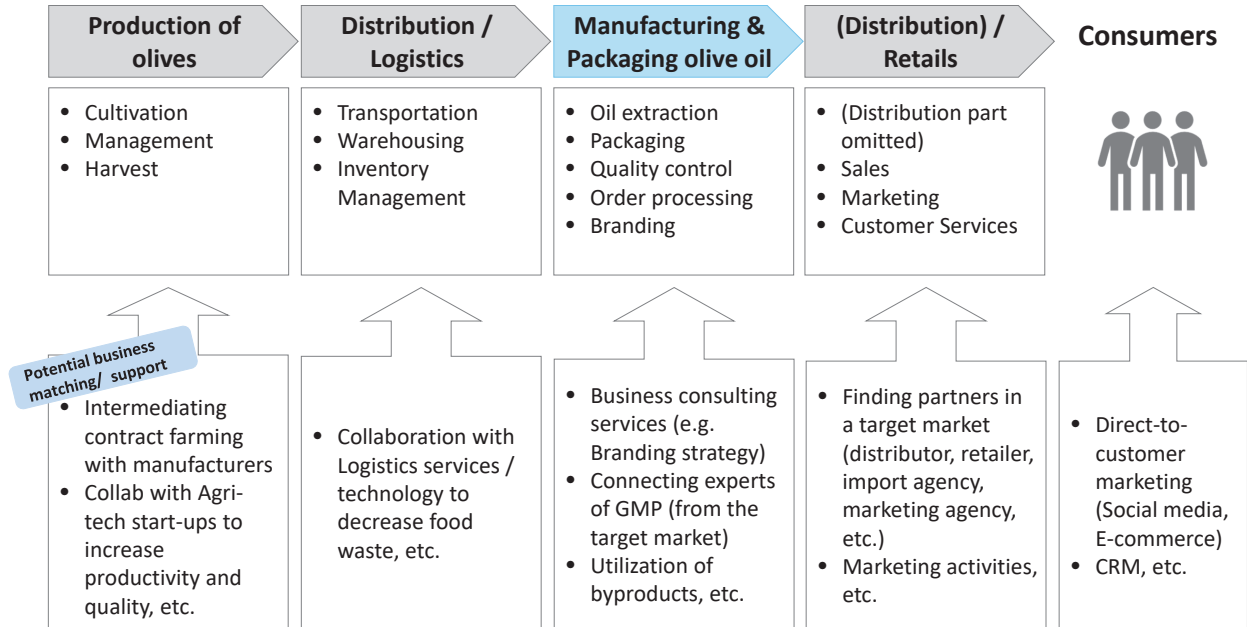
- 3C analysis is a strategic framework used in business and marketing to understand the company's internal and external environment. The three C's refer to Company, Customer and Competitor.



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Supply chain components and potential support (e.g. Olive Oil)

- Support to the tenants on sales expansion, business matching (Matching with potential partners, sharing the feedback from them, etc.), introducing potential investors could be considered.
- This is an illustrative way to breakdown supply chain components to consider potential business matching partners and support.



別添 17

プロモーションセミナー アジェンダ案

Overview of the promotion seminars

The Goal	<ul style="list-style-type: none"> ■ The seminars will be held to raise awareness of the JAIP and encourage more companies to be the tenants.
Outline	<ul style="list-style-type: none"> ■ Target guests <ul style="list-style-type: none"> • The List of Targeted Companies • Business Journalists (If available) ■ Speakers (any information?) <ul style="list-style-type: none"> • IPIEA CEO for the opening remarks and IPIEA staff for facts and incentives • JAIP Co. for roadmap of JAIP. • Existing tenants for their success stories (if available) ■ Date: TBD (August) ■ Location: Nablus, Ramallah, Hebron, and Jerusalem ■ Agenda: (see the next slide)
Pre-event promotion/ invitation	<ul style="list-style-type: none"> ■ The targeted companies will be contacted by JAIP Co. ■ Posts on social media (e.g. Twitter with hashtag)
Post-event follow-up	<ul style="list-style-type: none"> ■ Follow-up with the participating companies will be necessary to <ol style="list-style-type: none"> 1) advance the business negotiations, and to 2) gather suggestions for future events ■ Possible follow-ups: <ol style="list-style-type: none"> 1) Create a list of potential clients and contact them for a follow-up meeting 2) Quick online survey (e.g. Google form)

1

Agenda (tentative draft)

Time	Topic	Speakers
10:00-10:30	Registration	---
10:35-10:45	Opening remarks	IPIEA CEO
10:45-11:30	Introduction about JAIP (what is JAIP and why you should invest in JAIP) <ul style="list-style-type: none"> • Facts, Incentives • Roadmap • Success stories, Business/Operation support, etc. 	IPIEA JAIP Co.
11:30-12:15	Open Discussion, Q&A, Wrap-up	TBD
12:15-	Networking <ul style="list-style-type: none"> • Showing interest to the stakeholders of JAIP, networking among the invited companies, asking questions to the existing tenants, etc. • Response to the press 	TBD

2

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JAIP 広報パンフレット

JAIP basic information

Now is your chance to invest in the Jericho Agricultural Industrial City
The Jericho Agricultural Industrial City Development Company provides you with

1. Industrial buildings equipped with solar energy system
2. Various developed space lands meet your needs
3. Engineering design according to the best specifications
4. Integrated infrastructure
5. Excellent geographic location



Investment incentives Project incentives

- Tax and customs incentives.
- Nominal prices for electricity, water and licenses.
- Grant
- soft loans

One Stop Services: JAIP facilitates to obtain business licenses for the tenants to smoothly start business operation.

Other/ Existing tenants:

- Food & beverages industries
- Pharmaceutical & Cosmetics industries
- Plastic industries
- Paper Industries
- Glass & construction Industries
- Technology & renewal energy Industries
- Battery recycle industries
- Oxygen nitrogen industries



**Jericho Agro-Industrial
Park (JAIP)**



JAIP

Establishment year: 2012
Phase I Area: 14 Hectare
Phase II Area: 50 Hectare

Vision/Mission/Objective of JAIP

The Objective of establishing JAIP is to support the Palestinian Government in the establishment of a viable economic system by developing and strengthening Palestinian industries through agri-tech, eco-forward/energy. This includes the promotion for investment, trade and regional cooperation as well as increased use of sustainable energy Resources.



The Message of the Jericho Agricultural Industrial City

- Promote industry
- Support for farmers
- Employing manpower

Its proximity to the main crossings to facilitate import and export

- Providing logistics services



Facilities

- Water, electricity including solar system, waste water treatment plant, waste management services, telecommunication, internal roads. The industrial park has an administration building to support the tenant business activities. The sites are surrounded by the fences and maintained by security.

- PalPro building has 3D printers that would be beneficial for the tenants to create their pilot products.





مدينة اريحا الزراعية الصناعية (JAIP)

حوافز الاستثمار / حوافز المشروع

- حوافز ضريبية وجمركية
- أسعار رمزية على الكهرباء والماء والتراخيص
- منح
- قروض ميسرة

سوف تسهل JAIP الحصول على التراخيص التجارية للمستأجرين لبدء التشغيل التجاري بسلاسة

المستأجرين الحاليين:

هناك القطاعات التالية في مدينة غزة الزراعية الصناعية JAIP:

- الصناعات الغذائية والمشروبات

- الصناعات الدوائية ومستحضرات التجميل

- الصناعات البلاستيكية

- الصناعات الورقية

- صناعات الزجاج والبناء

- صناعات التكنولوجيا والطاقة المتجددة

- صناعات إعادة تدوير البطاريات

- صناعات الأوكسجين النيتروجين

المعلومات الأساسية لمدينة اريحا الزراعية الصناعية

فرصتك الان للاستثمار في مدينة اريحا
الصناعية الزراعية توفر لكم شركة تطوير
مدينة اريحا الصناعية الزراعية:

- مبان صناعية مجهزة بنظام الطاقة الشمسية
- أراضي فضاء مطورة مختلفة تلي احتياجاتكم
- تصميم هندسي وفقا لأفضل المواصفات
- بنية تحتية متكاملة
- موقع جغرافي متميز





المرافق

- المياه والكهرباء بما في ذلك النظام الشمسي ومحطة معالجة مياه الصرف الصحي وخدمات إدارة النفايات والاتصالات السلكية واللاسلكية والطرق الداخلية. يحتوي المجمع الصناعي على مبنى إداري لدعم أنشطة أعمال المستأجر. المواقع محاطة بأسوار ويتم صيانتها بواسطة الأمن.

- يحتوي مبنى PalPro على طابعت ثلاثية الأبعاد من شأنها أن تكون مفيدة للمستأجرين لإنشاء منتجاتهم التجريبية.



رسالة مدينة أريحا الزراعية الصناعية

- تشجيع الصناعة
- دعم المزارعين
- تشغيل الأيدي العاملة
- قربها من المعابر الرئيسية لتسهيل الإستيراد و التصدير
- توفير الخدمات اللوجستية"

مدينة أريحا الزراعية الصناعية

سنة التأسيس: 2012
مساحة المرحلة الأولى: 14 هكتار
مساحة المرحلة الثانية: 50 هكتار

الهدف من إنشاء JAIP هو

دعم الحكومة الفلسطينية في إقامة اقتصادية قابلة للحياة من خلال تطوير وتعزيز النظام الصناعي الفلسطينية من خلال التكنولوجيا الزراعية ، التقدم البيئي / الطاقة. ويشمل ذلك تشجيع الاستثمار والتجارة والتعاون الإقليمي وكذلك زيادة استخدام موارد الطاقة المستدامة.



Jericho Agro-Industrial Park (JAIP)



About Jericho Agro- Industrial Park (JAIP)

The Japanese initiative “Corridor of Peace and Prosperity” was launched in 2006. This Initiative aims to revive the city of Jericho and the Jordan Valley through a series of private sector activities. It also aims to establish industrial estates in order to advance the Palestinian development and encourage investment in a sustainable manner. The concession contract was signed in 2012 between the Palestinian Authority and the Jericho Agro- Industrial Park Company (JAIPCO), because of its expertise in real estate development and its great ability to implement distinctive projects in this sector.

(Parks Industrial in Invest to Attractions and Incentives)

- **Financial Support**

J FAST Soft loan Program for JAIP Tenants: Up to 50% (Maximum US \$ 750,000) of the equipment cost or even line expansion can be supported by the loan.

- **Tax breaks and exemptions**

Income Tax:

JAIP investors will enjoy income tax exemption for 10-14 years, depending on the size of investment and in accordance with Palestinian Investment Promotion Law.

Property tax and municipal tax:

JAIP investors will enjoy full property tax and Jericho municipal tax exemption.

- **Infrastructure services**

- ✓ **Electricity:** JAIP is connected to the electrical grid of the Jerusalem and District electricity Co. and the newly implemented electricity infrastructure is able to supply uninterrupted power to the factories in the park with the capacity of 27 megawatts. The park also had a photovoltaic power generation station, which will provide supplementary power.

Solar system: renewable energy technology has been implemented in JAIP for reduce electricity costs and ecofriendly source of energy, which helps to attract more Tenants and future investors.

- ✓ **Paved roads:** AIP has been linked with modern paved roads to the city of Jericho, in addition to direct road of king Hussein Bridge to facilitate the movement of persons and trucks.
- ✓ **Water :** JAIP has been connected to the water network of the Jericho municipality ensuring ample supplies of fresh water to the industries in the park approximately (1,200 cm per day) and also implemented new water line the makrot form the Israeli side which will increase water supply.
- ✓ **Wastewater:** An advanced wastewater treatment plant has been constructed and connected with Japanese funding. It will provide wastewater treatment services to JAIP and Jericho city.
- ✓ **Solid waste:** special arrangements have been made with the joint municipal services council to collect the solid waste from the park and dispose of it in the city's authorized dump site.

- **Logistic services:**

- ✓ **One-Stop-Shop (OSS) :**

The center will provide special services to JAIP investors, processing all official documents including company registration application, license application as well as export and import documentation and any other official transaction.

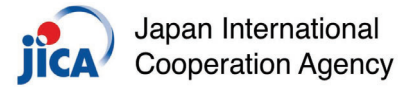
- ✓ **Pal Pro center :** center provide lab studies , ICT center , 3D designs and marketing management which is provided to JAIP tenants and outside JAIP investors.

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海外向け輸出促進研修資料

EXPANDING EXPORTS MARKETING & ACCESS

Presented by Lucy Duncan, Industrial Park Specialist



هيئة تشجيع الاستثمار والمدن الصناعية
Investment Promotion and Industrial Estate Agency



Thank You for making this discussion a reality!

EXPORTING ?

THE BIG QUESTIONS TO ANSWER

WHO?

WHAT?

HOW?

WHERE?



Where: Start w/the Top Ten Export Destinations

Palestine Exports By Country	Value	Year
Israel	\$897.56M	2019
Jordan	\$71.43M	2019
United Arab Emirates	\$32.41M	2019
United States	\$19.83M	2019
Saudi Arabia	\$19.37M	2019
Kuwait	\$11.07M	2019
Turkey	\$10.66M	2019
Qatar	\$7.58M	2019
United Kingdom	\$5.72M	2019
Algeria	\$2.81M	2019



Palestinian export forecast as of Aug. 9, 2021

Exports projected to rise to USD \$111B in 2022 (from \$109B in 2020) Imports projected to rise to USD \$5.44B in 2022

Main exports:

- 17% Articles of stone, plaster, cement, asbestos, mica or similar materials (Worked monumental or building stone, mosaic cubes)
- 11.3% Furniture; bedding, mattresses, mattress supports, cushions and similar stuffed furnishings; lamps and lighting fittings, not elsewhere specified or included; illuminated sign illuminated nameplates and the like; prefabricated buildings
- 8.31% Plastics (the conveyance or packing of goods, of plastics; stoppers, lids, caps and other closures, of plastics)
- 6.04% Iron and steel
- 5.19% Animal or vegetable fats and oils (Olive oil and its fractions, whether refined or not; not chemically modified)
- 3.86% Edible fruit and nuts; peel of citrus fruit or melons (Dates, figs, pineapples, avocados, guavas, mangoes and mangosteens, fresh or dried)
- 3.48% Wood and articles of wood; wood charcoal
- 3.24% Salt; sulfur; earths and stone; plastering materials, lime and cement
- 3.17% Articles of iron or steel (Ferrous waste and scrap; remelting scrap ingots of iron or steel)
- 3.13% Aluminum

Who Exports?

Of the \$1.2 Trillion
in goods/year 96%
of exporters are
small businesses

Identify the countries you want to develop: (Why do you want to sell in that country?)

Age demographics and appeal of the export products

Culture, language, proximity and familiarity

Expansion beyond geographic proximity

Select a limited number of products to promote internationally

- Products must meet local gov't health and safety requirements
- Data sheets published in local language of target market
- Marketing materials tailored for the new market (be sure to align w/website)
- Build the Sales & Marketing Plan for the products
- Keep initial investment to a minimum
- Understand Demand for your Product – market research and analysis
 - Market Size and Prosperity; Client Profiles; Preferred Logistics; Prices; Competition; gov't regulation; import duties; exchange rates; business culture; time zones; ease of travel

How to match products and customers

BRANDING IS THE BEGINNING

- #1 rule – Effective communications – keeping the customer happy is followed by rising orders, revenues and profits; emails, teleconferences are key
 - Follow the companies you want to impress on Linked In, and make positive comments when they post, congratulations on their events, Make sure that your company's Linked In presence is strong
 - #2 rule – Exporting begins with the impression your company has on the internet, you can export directly from the product data and make immediate changes to your catalogue as things change, hire experts to build and maintain your website, what works locally does not fit the international community. This is an important investment -
 - #3 rule – Market research per export market – no two are ever the same, if your product appeals to a younger market, package it, promote it, price it to appeal to the younger market. If it appeals to an older market, package it, etc. accordingly
 - #4 rule – Once your brand is being sold in a new market, add more products to the same channels – Promoters, Distributors, and agents work with a well-defined product range (no more than 30 products is optimal)
-

The Internet is where you grow your business
the market is huge – only 5% of owners try to sell products
internationally online

- How to get started:
 - Your Website is the FACE of your company; **It is your only Show Room.** All companies research potential exporters online before making decisions, a professional will guide the process – do not do this in-house
 - Language – English change from UK to US etc. Page translators must be overseen.
 - Currency – show payments in local currencies w/currency updater feature
 - Payments – Gateways to accept online payments, integrate w/PayPal,PayU, etc.
 - Shipping – FedEx, or a global company like Ship Rocket, which offers int'l solutions
 - Promotion – Search Engine Optimization (SEO) w/key words (Google has solutions)
 - Social Media – post often, with product news and media posts
 - Demographic Specific advertising – Google and Facebook have this feature
 - Sell on Marketplaces – ebay, Amazon, Etsy, etc. which have a global presence

How to find the right Export Partners?

- Supply Chain Partners: Freight Forwarding Companies can promote products at no cost
 - Distributors: Companies which buy, stock and sell your products
 - Sales Agents: Freelance salesmen paid by commissions
 - Joint Ventures: This is a partner in the new market who promotes your products and shares the profits
- Or:
- Acquire a similar business in the new market
 - Open a branch office in the new market

Phased In Export Strategy

- Year 1 – export 10% of your product range
- Year 2 – export 30% of your product range
- Year 3 – export 60% of your product range
- Year 4 – Export 100% of your full range of products (up to 30)

How to build your reputation internationally

- Have all local regulations and legal requirements been complied with?
- Has the local business culture and any differences been addressed?
- Is your plan robust enough to deal with more or less orders than you intended?
- How will you provide support to customers in the new market?
- How will faulty products be returned back to you?
- How will you repair or replace products?
- How often do you intend to visit the market that you are developing?
- Can you make an emergency visit if required?
- Have you taken differences in exchange rates into your selling prices?
- What if the economic conditions change in the market?

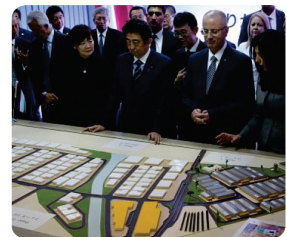
It can take a long time to build a reputation in a new market, but it only takes seconds to destroy it. Make sure that you have put the structures in place to enhance the reputation of your business and products.

Think **demographically**, look at growth in a region that best Fits your products and the local population's dynamics

- Innovation, optimize online presence
- Establish & Nurture International Relationships
- Start with the easiest option
- Price correctly
- Make right shipping decisions
- Be sure to have a cash flow plan to sustain suppliers

Let's talk about a few **JAIP businesses and manufacturers in the Bethlehem Industrial Park**

We will look at 5 JAIP companies, and have an open discussion regarding companies in the Bethlehem Industrial Park



Population and Country Facts

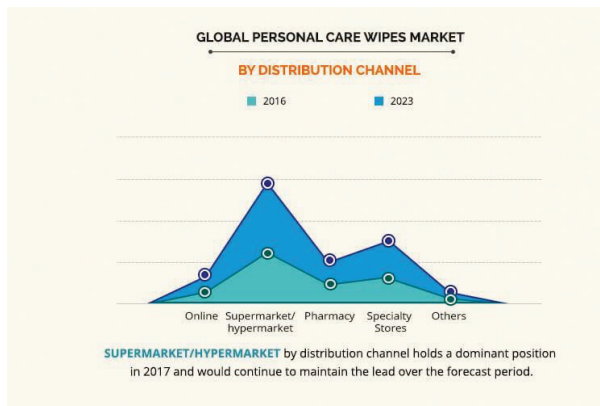
UN reports MENA population will increase from 484 million to 581 million by 2030



The MENA Region has a young population, Egypt (pop. 92M) has the youngest, 51.2% are under 25; whereas France has 20% pop. over 65

The 5 most populous countries are: Iran, Turkey, Iraq, KSA, Yemen ; smallest are Bahrain, Qatar, Kuwait, Oman, Lebanon

- Largest cities: Cairo, Istanbul, Tehran, Baghdad, Riyadh
- Qatar and Kuwait are the richest economies
- Not one official language – there are 5, Persian, Turkish, Arabic, Kurdish and Berber



Choice
for Hygienic Products
للمنتجات الصحية


FOUNDED IN 2015 AS A
HYGIENIC PRODUCTS
COMPANY

- Choice Hygienic products appeal to Young People
- Note: Choice is Considered the first in Palestine certified by the Palestinian ministry of health. Choice became certified ISO 22716 on Feb,2018.

Snapshot of the Personal/Baby Wipe Industry

- The personal care wipes market is projected to record a CAGR of 5.4% during the forecast period (2021-2026). This includes Baby, General, Intimate, Cosmetic, and Alcohol based wipes.
- Leading Trend: **Attractive packaging** of personal care products and *innovation in product material and fragrances* are influencing the sales of personal care wipes across the world.





Marketing and Export trends for Choice Wipes Build on uniquely Palestinian Health Benefits

Market Drivers:

- Increasing spending capacity along with high internet penetration is changing the way consumers are buying personal care products. People want products with the healthiest, best ingredients. Palestine naturally offers the best with Dead Sea, Olive Leaf and other remedies.
- **Growing manufacturing activity and modernization in healthcare practices, especially in developing countries will drive significant growth in personal care wipes market between 2021 and 2026.**
- Salts? Olive Leaf Extracts? Specialized “ancient” recipes?
 - Choice can enjoy serious Differentiation for all market segments – key barrier to entry for competitors

Market Trends

- Growing consumer inclination towards organic products, healthier snacking
- Rising Demand for On-the-Go snacks, convenient and small Packs
- Dark Chocolates for the Antioxidants that improve insulin sensitivity and reduces high blood pressure
- Consumers are shifting towards lower calorie, sugar-free food products – demand for sugar free is increasing
- Fastest growth: US, Germany, France for organic chocolate products
- For Fruit spreads watch W. Europe, highest growth market-increasing demand for super-fruits (**dates**) and new flavors.
 - Key flavors: Strawberry, Raspberry, Tropical Fruit, Citrus Fruits, others



Q Fine Chocolate, established in 2013, is a family business specializing in chocolates on a commercial scale serving bakeries, patisseries, coffee shops, and professional dessert chefs. Additional products include toppings, fillings, creams, decorations, jams, and mejdool dates paste.

Middle East Region



- Growth 4.2% CAGR 2021 – 2026
- Consumers in the Middle East and Africa are becoming more sophisticated and want premium chocolate products that are differentiated from common global brands
- UAE is emerging as the fastest growing market (low calorie chocolates)(Halal certified – watch Patchi in Dubai)
- Fluctuations in the price of raw materials
 - Cocoa and sugar are essential raw materials that have been affected by weather conditions, crop diseases, labor availability, stock ratios, and other economic factors that impact smooth flow between demand/supply

During the Pandemic –globally a 7.1% decline in 2020;

- Projections are growth at CAGR 3.8% between 2021 and 2028 – to reach \$242.5 B (up from \$188.5 B)

IMPACT OF THE PANDEMIC ON THIS INDUSTRY WORLDWIDE:

- Disruptions in Supply Chain
- Workforce Shortages
- Strict Lockdowns
- Restricted Public Mobility
- Closure of sugar and chocolate manufacturing facilities
- Trade Restrictions
- Fluctuations in transportation and logistics
- For example: Hershey Company in the US temporarily closed for 2 weeks in March of 2020



Kingdom of Dates
Moon Valley
Oriental Sweets

The global Market for Dates accounted is expected to grow by 4.6% 2021- 2026

Effect of Covid-19: The broadening of trade sanctions and high tariff barriers in reaction to the COVID-19 pandemic had a drastic detrimental effect on global food security.

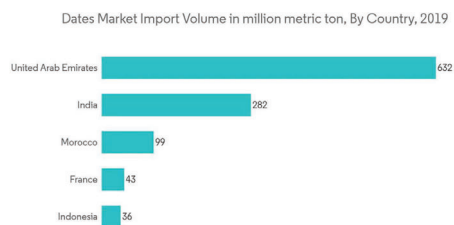
The date market has seen a massive impact as the fourth wave of the pandemic exacerbated the supply-demand gap.

Outlook: Expect rising demand due to health benefits – promote the fiber, vitamins and minerals, such as calcium, iron, phosphorous, sodium, copper, potassium, magnesium, and zinc.
Studies show dates help to prevent stomach cancer. Good source of antioxidants, mainly carotenoids, and phenolics. Popular sign of hospitality and healthy snacking.



Consumption is rising in Europe, especially France, Germany, UK, Netherlands. Younger consumers highest growth.

- The United Arab Emirates was the largest *dates importing* country in 2019, with an import volume of 632 thousand metric tons.
- The imported growth in quantity was recorded at 219% per annum from 2018-19.
- India ranked second in date imports worldwide in 2019, with an import of about 282 thousand metric ton.
- **Indonesia is another major importer of dates in the Asia-Pacific region.**



Source: ITC Trade, Mordor Intelligence



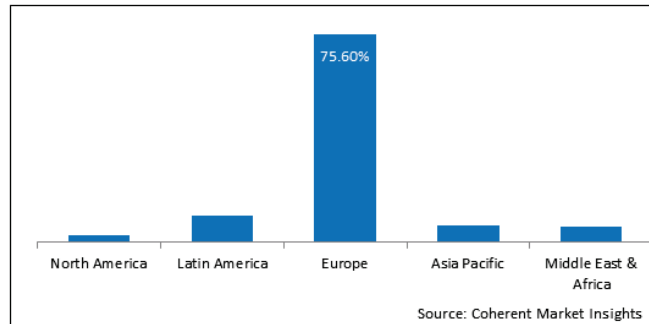


Seeds and Nuts

- Sunflower Seeds market is expanding by CAGR 9.9% from 2020 – 2027
- Trends: rising number of hyper and supermarkets (Walmart, Carrefour, etc.) = wider exposure
- Health benefits – Diabetes Foundation says sunflower seeds may reduce sugar levels; also reduces bad cholesterol
- Restraints: various side effects and allergies associated with sunflower seeds

EuroMed

Market Revenue Share for sunflower seeds (%) by region 2020



Roasted Nut and Peanut Market Size, Growth, Trends

- About 90% of peanuts are consumed by China, India, Nigeria, the United States, and [Indonesia](#).
- Demand worldwide is increasing and so is production; nuts are beneficial to health, excellent source of protein, vitamins and anti-oxidants; help control sugar levels
- Market concerns over global warming, unfavorable climate for growers

Palolea...Food Supplements – growth in all adult age demographics



“The defense mechanism of the tree itself is in the leaf; the olive tree lives for thousands of years – it is the substance inside the leaves which protects the tree”. Hitham Kayali, owner, general manager

Global olive leaf extract market is expected to grow by USD \$405 million between 2021-2025



Palolea’s products include:

- 20% Oleuropein
- Olive leaf extract contains 20 percent oleuropein, making it much more potent than other products on the market
- Company will offer diversified products blended with other vitamins to meet specific demand

- Liquid
- Powder
- Applications: Food, Beverage, Cosmetics, Supplements, Pharmaceutical
- Sales Channels: Direct, Distribution

Switzerland, Norway, US,
Austria, Luxembourg, Germany,
Australia, Belgium, Netherlands

Focus:

Best Markets are those countries w/highest disposable income, health awareness and pro-activity for maintaining great health; people who care deeply about authenticity and want to buy from a trusted source

Internet Presence vital for this business – building awareness between the product and Palestine’s rich history with the Olive Tree. The Tree of Life, which is revered as a national symbol of resilience, steadfastness and prosperity.



Alison was
founded in
2018 to
provide
sterile
“medical
devices”



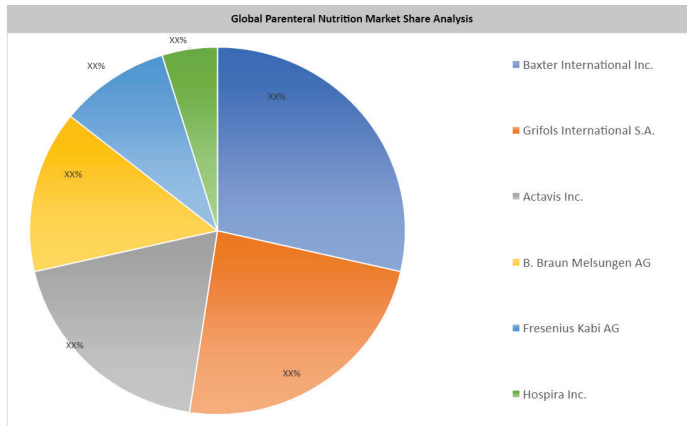
- The global parenteral nutrition market size is projected to **expand at a substantial CAGR during the forecast period, 2021–2028.**
- The growth of the market is attributed to increasing incidence of malnutrition, metabolic disorders, growing geriatric populations, a high natality rate around the world, rising premature births, rising occurrence of cancer, which necessitates the administration of vital nutrients to increase hydration, energy, and strength of cancer patients, and rising adoption of nutrients in chronically ill geriatric patients by healthcare settings.
- Will these products appeal to hospitals in the Middle East because of a positive cultural bias?
- We looked at Indonesia’s population pyramids, and found all the growth indicators were present, including rapid aging, which is shifting from young to old from 5% of the population to 10% over next decade
- As an Islamic State, with the world’s largest Muslim population Palestinian made products will be culturally desirable
- A good Phase 2 growth strategy could be to expand from the MENA region to Indonesia, grabbing market share ahead of European competition

Some of the key business strategies that may be employed by Alison could include mergers, acquisitions, partnerships, collaborations, capacity expansion, and product launches to increase their market share



Products: Ear/Eye/Nose Drops
Large & small volume Parental solutions

Competition in the Parental Solutions Market



Source: Growth Market Reports Analysis

Alison is developing its international distribution models which may include a contract development and manufacturing platform (CDMO) for sterile solutions for the pharmaceutical industry.

Eye Drops Positioned for High Growth Geriatrics – Cataract Surgeries #1 Growth Market \$22.6B/2025 CAGR 4.7%



Eye Drops and Lubricants

- Antibiotic, hormones, artificial tears, contact lenses
- Eye Diseases, Eye Care,
 - Dry Eye, Glaucoma, Conjunctivitis, Refractive errors
 - Artificial tears holds the dominant position

Related Markets for Growth -

- Dropper Market – The need for safe and secure dispensing of liquids in the pharmaceutical and healthcare industry is *fueling demand* for droppers.

Asia and Europe are home to some of the oldest populations, at the top is Japan at 28% followed by Italy at 23%, Finland, Portugal and Greece round out the top at 22%.

Southern Europe, Croatia, Greece, Italy, Malta, Portugal, Serbia, Slovenia and Spain Has the oldest population in the world with 21% over 65 years of age.

Palestinian Stone and Marble

Effective networking w international Engineers and Contractors;

Branding, Marketing and Communications Plan needed



Stone and Marble

- Represent 4.8% of GDP
- Annual sales - \$600M
- Highly automated technology
- 95% material is locally mined
- Value add is 54% of production
- Ranked 12th globally in stone
- Large variety of color, texture & characteristics

High Export potential

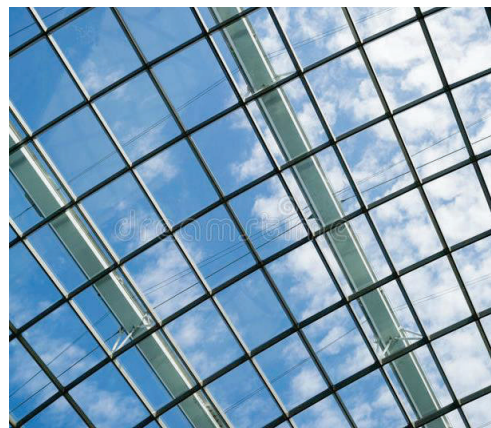
- 25% is purchased in the West Bank Israel buys 65%; 10% is exported (regionally, Europe and USA) promotions have been done in 33 countries, however, continuously improving marketing, networking and communications is needed
- Capacity to manufacture 35 million sq meters, operating at 30% capacity
- Opportunity for Investments in advancements in abrasives, tools and other needed accessories for production, maintenance

Al Petra Glass Company - shaping, cutting and preparing decorative glass; manufacturing of double-glass by heat compression; Windows; Curtain Walls

BOW Solar Panels



- Increasing infrastructural expenditure on the construction of eco-friendly green buildings, which aid in minimizing carbon emissions into the environment, is driving the flat glass market growth.
- Flat glass is widely used in photovoltaic modules, e-glass structures and solar panels due to the rising need for clean energy across the globe.
- It is gradually replacing the traditionally materials like bricks, stone and wood.
- Insulated flat glass is transparent and recyclable, which reduces pollution and enhances the comfort for the inhabitants of the building.



Industry Trends:



- The global flat glass market in 2020 was \$119.7B (float glass and toughened glass held leading market share)
- The growth rate is expected to be around 5% during 2021- 2026
- The growth is across construction and the automotive sectors where flat glass is used in windows, panels, mirrors, etc.
- COVID-19 caused lockdowns and a temporary shutdown of industry activities, particularly construction and automotive manufacturing

Industry trend: Based on end use, the global flat glass market is divided in safety and security, solar control, and among these, solar control is leading the largest segment

Int'l trade takes you all over the world and into new market niches – build on a **big brand** together

Perhaps a cool idea would be to establish an **Industrial Park Export Management company** – to engage, develop and support all exporter-tenants

Another critically important need is to establish an internationally competent company for the creation and management of Digital Media ready to support the Industrial Parks (which need new sites) and the Tenant companies.

Goal to **build the most “trusted brand”** is with companies located inside the industrial parks

- ***Export Management Company to support export operations for companies in the Industrial Zones***

- The EMC handle advertising, marketing and promotions; develop websites, attend trade shows or lead company delegates with pre-arranged matchmaking services; oversee marking and packaging, arrange shipping and sometimes arrange financing or contracting out

The EMC can become the Industrial Parks' Export Management Company facilitating export growth for tenants

Thank you!

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スマートグラスを活用した 工場の遠隔管理研修資料

Smart glasses - emerging tool for remote communication

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1. What is "Smart glasses"?

■ Overview

- Smart glasses are device which glasses with various digital functions
- Advanced type includes camera, microphone and various sensors
- Regular type connects with smartphone etc. through Bluetooth or wifi but standalone device with SIM cards is emerging in recent years



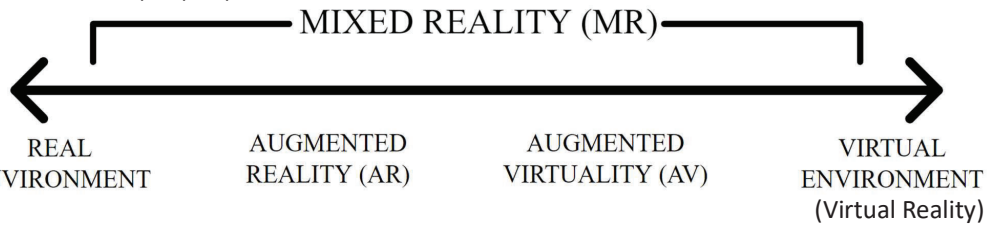
■ Trend: Industrial-use smart glasses are booming after COVID-19 and with personal use product launched by Facebook and expected launch by Apple on coming years, the overall market is expected to grow (personal usage market depends on privacy issue)




- Ray-Ban Stories, first smart glasses by Facebook, out in Sep 2021
- Apple Glass to be expected to be launched in 2023 at earliest case



1. What is “Smart glasses”?

■ Comparison of AR/AV/VR/MR



	AR	AV	VR	MR
Abbreviation	Augmented Reality	Augmented Virtuality	Virtual Reality	Mixed Reality
Characteristics	Overlaying virtual information to real environment and “augment” reality for various purpose	Virtual environment that overlays real information on the virtual information	Simulated immersive experience in virtual world	Merging of real and virtual worlds (e.g. you can see 3D image in hologram appeared to reality and control the image by hand of body motion)
Major product / software	<ul style="list-style-type: none"> - Google Glass Enterprise Edition 2 - Vuzix Blade (personal use), M series (industry use) - Epson Moverio - Software: Pokémon GO 	<ul style="list-style-type: none"> - Google Earth vs real pictures - Google Map vs street view 	<ul style="list-style-type: none"> - VR goggle for games - Oculus Quest 2 	Microsoft HoloLens 
Device price	- Around \$600 - \$2,500	-	Goggle only: around \$30 Advanced : \$300-\$500	Around \$4,000

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2. History of major industry-use smart glasses (1)

- AR smart glasses started for military use in late 1990’s and expanded to industry usage in 2010’s
- In recently years, application for industry-use became popular and new commers for personal usage emerged

<p>2009</p> <ul style="list-style-type: none"> • Google starts Google Glass Project <p>2010</p> <ul style="list-style-type: none"> • <u>Military contractor Vuzix launches first AR headset: STAR 1200</u> <p>2011</p> <ul style="list-style-type: none"> • Magic Leap is founded <p>2012</p> <p>2013</p> <ul style="list-style-type: none"> • <u>Google starts selling Google Glass</u> <p>2014</p> <ul style="list-style-type: none"> • Daqri unveils Smart Helmet • Magic Leap announced second funding round of \$542 Mio <p>2015</p> <p>2016</p> <ul style="list-style-type: none"> • <u>Microsoft launches Microsoft HoloLens development kit</u> • RealWear is founded and launches RealWear HMT-1 <p>2017</p> <ul style="list-style-type: none"> • Google launches Google Glass Enterprises • Vuzix launches Vuzix M300 & Vuzix Blade • Epson launches Epson Moverio BT-300 • Nreal is founded 	<p>2018</p> <ul style="list-style-type: none"> • Magic Leap launches the Magic Leap One • RealWear receives a series A funding of \$19.3 Mio • Epson launches Epson Moverio BT-35 • Vuzix launches Vuzix M300 XL • Toshiba launches Toshiba dynaEdge <p>2019</p> <ul style="list-style-type: none"> • RealWear receives series B of \$80 Mio • Microsoft announces HoloLens 2 • Google launches Google Glass Enterprise Edition 2 <p>2020</p> <ul style="list-style-type: none"> • Microsoft HoloLens 2 launched • <u>Vuzix launches Vuzix M400</u> • Vuzix launches Vuzix M4000 • Vuzix launches Vuzix Blade Upgraded • Nreal launches Nreal Light Consumer Kit <p>2021</p> <ul style="list-style-type: none"> • Microsoft signs \$22 Bio Military HoloLens 2 contract • Iristick launches Iristick.HI
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In Aug 2020, RICOH announced launching of smart glasses development

2. History of major industry-use smart glasses (2)

 Realwear HMT-1		2016: Company founded	2017: RealWear HMT-1 launched	2018: 20 Mio Series A Honeywell starts distribution	2019: 80 Mio Series B Shell & Kazakhstan purchase large amounts	Industrial use newcomers		
 Epson Moverio BT-300		1942 Company founded	1997: Epson launches Moverio smart glasses	2014: Moverio BT-200 launched	2017: Moverio BT-300 launched		2018: Moverio BT-35 launched	
 Hololens 2		1975 Company founded	2015: Microsoft sends out Hololens development edition	2017: Hololens 1 Commercial edition launched	2019: Hololens 2 announced		2020: Hololens 2 launched	Dominant in MR glasses
 Vuzix Blade		1997: Company founded	2010: Vuzix launches Star 1200 AR glass	2018: M300 XL & Blade launched	2020: Vuzix M400 launched		2020: Blade Upgraded launched	
 Vuzix M400					2020: Vuzix M4000 launched		Leader in Industrial use AR smart glasses	
 NREAL Light		2017: Company founded	2018: Nreal receives 12 Mio Series A	2019: Nreal Light debuts at CES 2019	2019: Nreal Light developer kit pre-orders begin	2020: Nreal Light consumer kit launches	Emerging new brands	
 Iristick HI		2015: Company founded	2018: Iristick launches CI	2019: Iristick launches ZI	2021: Iristick launches HI	2021: Iristick launches Visor-Ex 01		

5 Source: Remote Expert Smart glasses - Industry benchmark, VR Expert, Aug 2021

3. What is possible by smart glasses? - General Usage

■ Manufacturing: Work instruction, Quality assurance



■ Field service: Remote support from senior supervisor



6 Source: VUZIX website

3. What is possible by smart glasses? - General Usage

- **Logistics:** Barcode scanning, Order Picking and Fulfillment



- **Tele-medicine:** Remote video & recording, Procedure assistance



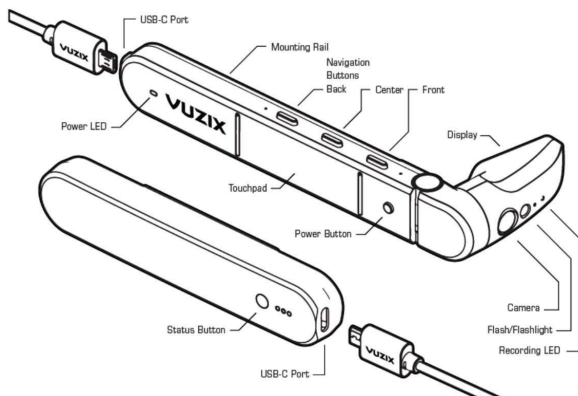
- **Training:** Show steps, Use recorded video for training of other junior staff

7 Source: VUZIX website

4. Demo of Smart Glasses : Specifications of VUZIX M-400



- Major industry use AR smart glasses with CPU Snapdragon XR1 by Qualcomm. With companion apps (Google Play, App Store) texts can be input by smart phone and wifi setting
- Build-in display, audio & microphone (noise-cancelling)
- Robust enough for manufacturing and logistics center etc. with IP 67, water, dust and drop resistant (safe to 1m)
- With software, it can be connected with Zoom, Webex, Skype, Team Viewer (Annual license fee: around \$50-\$100; various advanced solutions available)



	VUZIX M400 Specifications
Manufacturer	VUZIX (US Corporation; Nasdaq: VUZI)
Wireless LAN	Wifi connection available
Bluetooth	Available
Connection	USB Type-C
CPU	8 Core 2.52 GHz Qualcomm XR1
Memory	6G
Storage	64G
OS	Android 8.1
Battery	1,000 mAh (2~12 hours)
FOV (Horizontal)	16.8 degrees
Display	OEL Resolution 640 × 360 luminance 2000 units
Camera	1280 MP (video : 4k 30fps or 1080p 60fps with autofocus)
Weight	68g (with battery 190g)
Compliances	IP 67, water, dust and drop resistant, PPE
Come with	Battery, frame without lens, carrying case, micro USB cable for charging, USB-C cable
Price	\$1,799.99

8 Source: VUZIX website

4. Demo of Smart Glasses (VUZIX M400)

- Let us connect with smart glasses live!
- This pair of smart glasses are available for JAIP tenants for trial usage (Liability agreement to be signed before usage)

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5. What could be possible by smart glasses? - Usage for JAIP

- For JAIP tenant companies
 - Use it for getting instruction of installed equipment from engineers overseas (EU, US, India, China etc.) to overcome VISA issues
 - Remote support for junior worker in JAIP factory from Ramallah, Hebron or out of Palestine etc.
 - Show specific production lines from worker view to buyers of products for quality assurance and traceability
- For JAIP Company
 - Use it for maintenance of on-site infrastructure
 - Use it for marketing for future investors using recorded videos
- For PalPro center
 - Use it as one of the tools for realizing innovation at JAIP and Palestinian industries

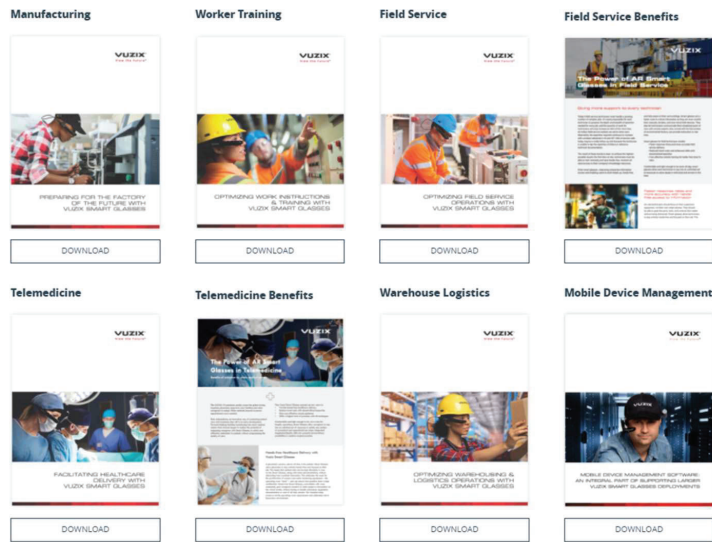
<Note on real applications>

- For sharing video, smartphone can do a lot; Smart glasses has advantage in **hands-free** work environment
- Advanced ICT solutions for remote service (not just Zoom or Teams conversation) need to be subscribed to make the most of specs of smart glasses

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6. Reference

- Comparison of AR smart glasses
 - Remote Expert Smart glasses - Industry benchmark, VR Expert, Aug 2021
<https://vr-expert.nl/wp-content/uploads/2021/09/Remote-Expert-Industry-Benchmark-Glasses-ENG-2021-08-1.pdf>
- VUZIX Corp.
 - US Website <https://www.vuzix.com/>
 - VUZIX Whitepapers for industrial usage <https://www.vuzix.com/solutions/white-papers>



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ヨルダン・エジプトへの輸出促進
キッキオフ会議資料

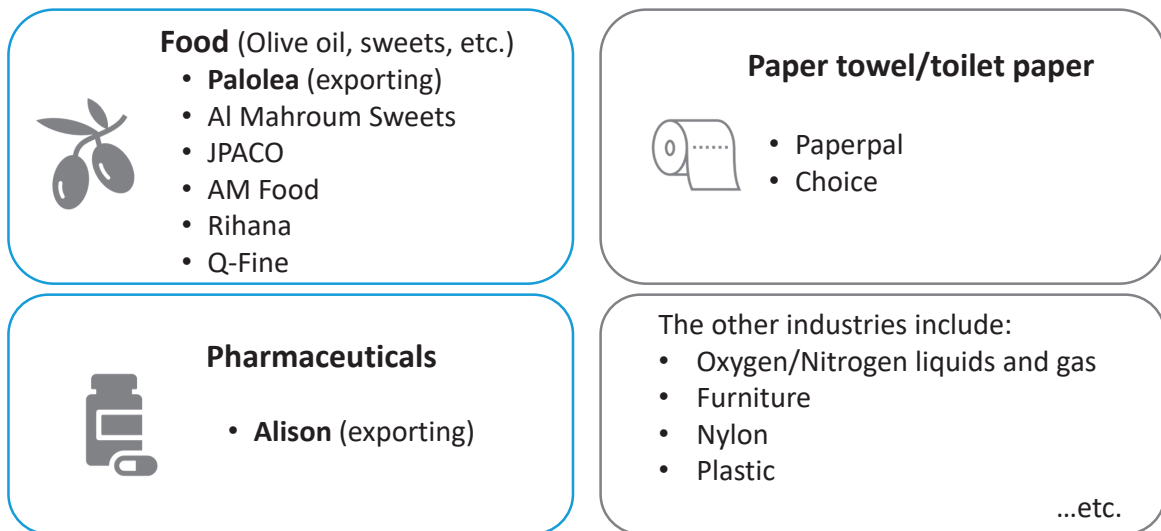
Agenda (tentative)

- Introduction and Background
- The needs and challenges faced by JAIP tenants (brief introduction)
- Discussion on the direction of the cooperation
 - Main theme, purpose, goals
 - Activities (Online introductory seminar & dispatch of experts?)
 - The cooperation scheme (members)
 - Timeline
 - Next actions and a contact point

1

JAIP industries

- The tenants in JAIP belong to these industries from consumer products to industry products



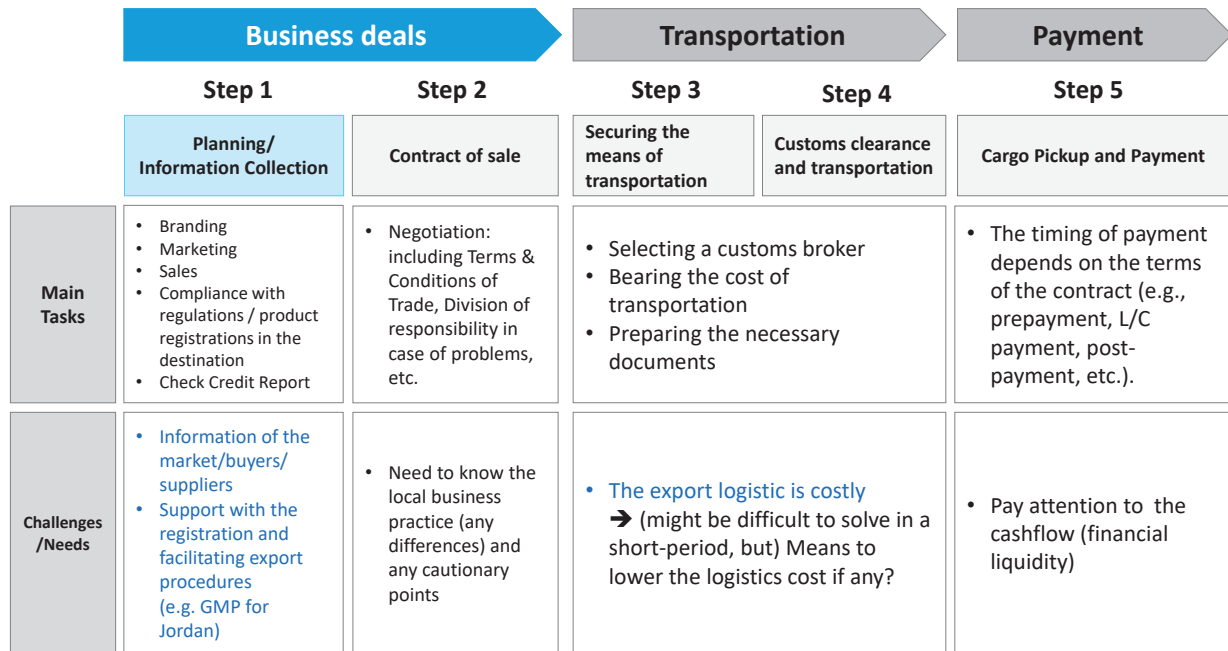
The experts' advice on the Food and Pharmaceuticals sectors would be highly appreciated as

- 1) The sectors usually face with specific regulations
- 2) Some companies have started exporting

2

The flow of trade and the challenges/needs

- Among the overall flow of export, **the first step (Planning/Information Collection)** seems to be the bottleneck that can be dealt with the experts from Jordan and Egypt.



3 *The blue fonts are the comments from the tenants (Source: interviews)

The Areas where the experts could provide information

- Local regulations/requirements and finding the business partners are the major challenges
- Market information and the other advice would be also beneficial

Local regulations and legal requirements	<ul style="list-style-type: none"> Local regulations and legal requirements related to export; Especially food and pharmaceuticals are regulated by each country other than ISO Rules related to customs clearance and payment
How to find the right Export Partners	<ul style="list-style-type: none"> Useful information sources and advice on how to find them: information on company database*, exhibitions Supply Chain Partners include Suppliers, Freight Forwarding Companies, Buyers like Distributors, Sales Agents, etc.
Market information	<ul style="list-style-type: none"> Market (consumer trends) information Information of competitors, positioning and overview of similar products (product, price, distribution channels, promotion)
Other points to be considered:	<ul style="list-style-type: none"> Local business culture and any differences (e.g. payment timing differs from country to country, like 30 days in the US, 60 days in the EU, etc.) Risks (e.g. economic conditions change)

4 *Notes: Japanese JETRO has the TTPP (Trade Tie-up Promotion Program) business inquiry database for buyers/sellers

Notes: Rules related to Food and Pharmaceuticals sectors

Jordan

- JFDA (Jordan Food and Drug Administration) is the regulation party in Jordan
- All the food products, pharmaceutical products, cosmetic products must comply with GMP (Good Manufacturing Practice) to be sold in Jordan
- Although the GMP guideline is on their website, it will be helpful for the exporters if the experts can explain the executive summary/important points of the GMP.

<http://www.jfda.jo/Default.aspx>

<http://www.jfda.jo/Pages/viewpage.aspx?pageID=153>

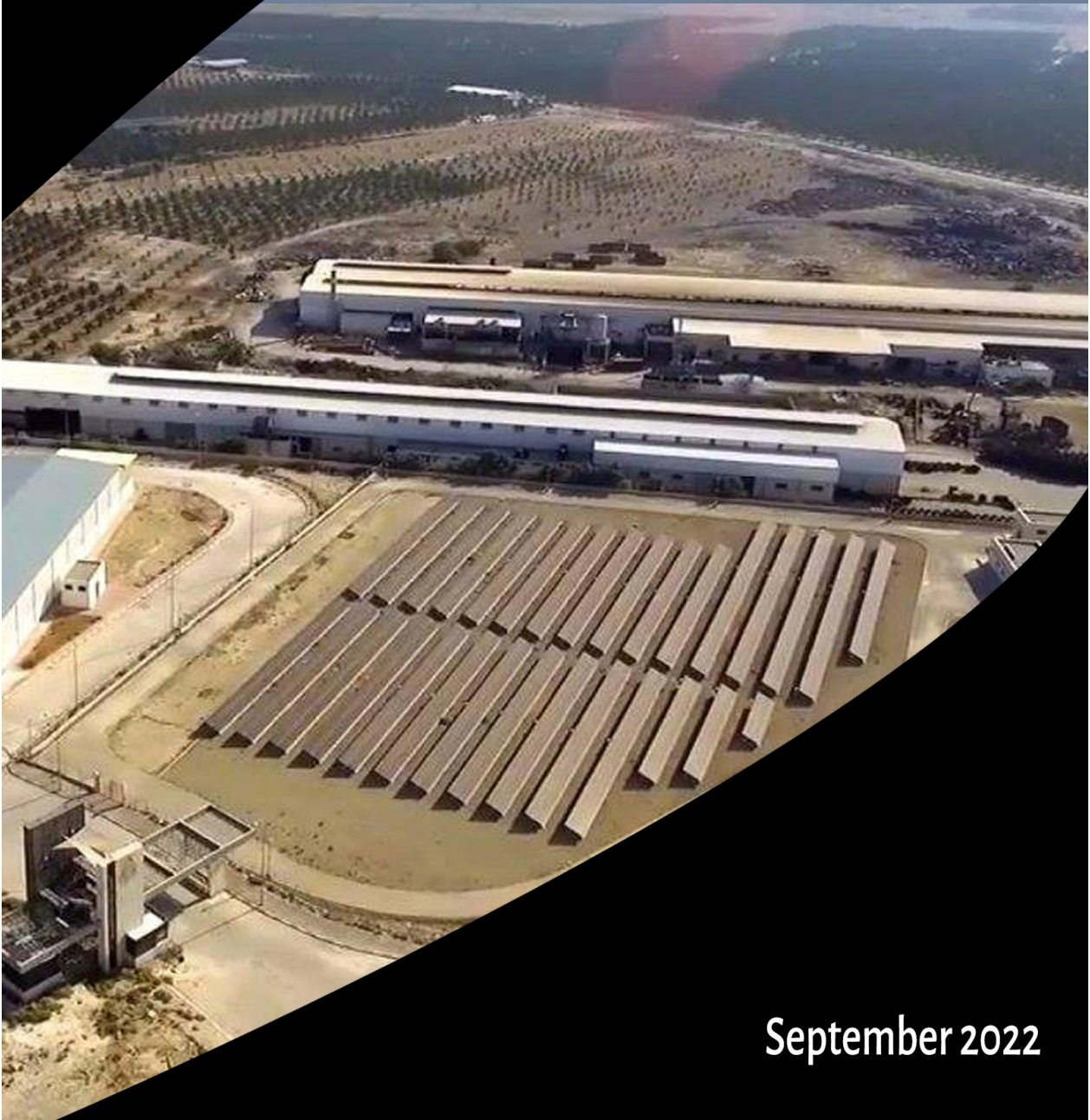
<http://www.jfda.jo/EchoBusV3.0/SystemAssets/PDF/EN/LawsAndRegulation/JFDA%20GMP%20GUIDE%20V2020.pdf>

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O&M ガイドライン



Jericho Agro Industrial Park Operations and Maintenance Guidelines



September 2022



Facilities Management Staffing

The Supervisor, staff and outside contractor/specialists are under the direct supervision of the Supervisor. The Supervisor reports directly to the General Manager of JAIP Company (JAIPCO).

The JAIPCO Operation and Maintenance (O&M) TEAM manages the administration and develops the budget annually for the General Manager's review and approval.

The JAIPCO O&M TEAM is responsible to ensure that all drawings, equipment inventories, owners and operators manuals, and warranties are accessible and available ; lists of all approved service providers with their contact information; contracts signed with service providers; records of work performed, and any government compliance documents to include mandatory guidelines issued by the local utilities are kept filed and are up to date.

JAIPCO O&M TEAM coordinates with tenants and staff for routine maintenance, inspections, and corrective repairs as needed.

JAIPCO O&M TEAM manages all maintenance and service personnel to include all qualified personnel or contractors/specialists to support the scheduled and unscheduled maintenance requirements of all Buildings , Structures, Waste Water Systems, HVAC, Communications, Electrical and Solar Panel Systems, Access Controls, Alarms, Cameras, Intruder Detection systems, JAIP owned Vehicles and Storage areas.

Tenants or JAIP staff are expected to inform the JAIPCO O&M TEAM Supervisor of any occurrence or discovery of any situation, potentially impacting safety, operations and/or facilities or equipment.

All JAIPCO O&M TEAM staff wear JAIP Identification Badges and are under the direction of the JAIPCO O&M TEAM Supervisor who reports directly to the General Manager



Daily responsibilities of the JAIPCO O&M TEAM

Unscheduled Maintenance:

Daily work begins with resolving any repairs, replacements, or other abnormalities occurring in any system. The staff troubleshoot to identify the cause of the fault and recommend to the Supervisor the specific activity to correct the issue.

Repairs may be temporary to restore the required function for a limited time, until parts or replacement of a faulty item can be carried out.

A work order is prepared and signed by the JAIPCO O&M TEAM supervisor

Based on the classification and priority the JAIPCO O&M TEAM supervisor dispatches or schedules the appropriately skilled person(s) to support the work order. (This can be staff or an approved contractor).

The JAIPCO O&M TEAM supervisor notifies Security and Management Office immediately of an occurrence or any situation, potentially impacting safety, and/or operations of a facility or equipment.

For emergencies, the JAIPCO O&M TEAM supervisor will directly contact the tenants and workforce using emergency text messaging.

Hard copies of all requests are sent to the appropriate maintenance personnel to make either a temporary repair or prepare the site for contractor/specialists to make the permanent repair.

Service Orders received, processed, and completed.

Specialists/approved contractors include:

Heating, ventilation, and air conditioning (HVAC)
Mechanics

Electricians for all electrical requirements

Fire Protection Specialist



Waste Water tanks, drainage systems specialists

Water Management and repairs specialists

Plumbers

General Maintenance

Custodians

Grounds Equipment Operator

- **Hard copies of all tenant requests for maintenance are sent to the Supervisor, who creates a Work Order, and dispatches the corrective action team.**
- **If the maintenance cost is estimated to be greater than what would be considered appropriate in the approved budget, the Supervisor seeks a decision from the General Manager as to how to proceed.**
- **When the work has been completed the service order is sent back to the JAIPCO O&M TEAM Supervisor to be closed out.**

Daily activities outside of unscheduled service orders:

Administrative building – daily cleaning to include the floors, bathrooms, windows, resupply of all paper goods and soaps; repairs as needed to ensure the facilities are safe and in proper operating conditions. Daily Inspections of the JAIP for pests or rodents are performed by the Custodial Staff.

Monitoring of the water supply is done visually daily.

Monitoring of the waste water and sewerage network is done on a daily basis to identify issues. The newly constructed wastewater pretreatment plant will not receive JAIP tenant discharged waste water/ sewerage if that sewerage does not conform to Palestinian government specifications. This is the law and must be adhered to strictly. JAIPCO O&M TEAM staff will



test violating factories repeatedly until the violations have been corrected.

Rain Water Drainage – this is inspected visually daily, to ensure that rainwater is well drained throughout JAIP through the streets and the natural inclination of the rainwater drainage channels installed in low-lying areas through the sewerage system and manholes.

Solid Waste – containers are distributed to serve the tenants; waste is to be disposed of only in the containers provided.

Electrical Systems –are inspected visually every day. Issues found in any part of the system, from transformers to number of amperes consumed by each tenant is monitored. Curative maintenance is done immediately. Preventative maintenance is done periodically.

Solar Power Plant – is monitored daily for any disturbance, damage, or other problem. Otherwise, preventative maintenance is scheduled periodically.

Streets and Roads – dust, dirt, debris is cleaned daily

Weekly and bi-weekly

Solid Waste is picked up by an approved contractor bi-weekly. All solid waste is to be inside approved containers distributed to the tenants by JAIP.

General cleaning of the water tank area, the pump room and the electrical panels is done every week.

The outdoor area is kept clean from weeds, debris, or shrubs.

Cleaning the tank facilities and the surrounding area is done weekly and the tank is correctly closed by the custodial cleaning staff to ensure that no pollutants contaminate the water tank.



Solar Panels are cleaned weekly by JAIPCO O&M TEAM staff.

The JAIPCO O&M TEAM staff are responsible to keep the area clean and for the removal of weeds, and debris.

Monthly

JAIPCO O&M TEAM performs monthly inspections for all **water meters and valves to ensure that there are no leaks.**

JAIPCO O&M TEAM **takes monthly readings for the municipal water meter and other factories' water meters and calculates any difference to ensure that there are no losses.**

If a shortage in the amount of water delivered from the municipality to JAIP is found, the defect will be investigated with the JAIPCO O&M TEAM staff and the municipal water crews – the reason for the shortage will be discovered and the defect corrected as quickly as possible.

JAIPCO O&M staff **monitor and record the amount of electricity generated by the solar panels each month.**

Quarterly

Solar Power Plant is inspected and maintained quarterly.

Streets and Roads -

Curbstones, paving tiles at the main entrance are repaired as needed. All other routine paving repairs are carried out each quarter.

Damage caused by tenants is reported to the General Manager who works with the tenant(s) to make such repairs as they occur.

The Water Tank and Pumping Room are inspected every quarter to ensure that there is no loss of water;



the inspections are documented by the JAIPCO O&M TEAM staff and signed off by the Supervisor.

During the summer months the quantities of water reaching JAIP through the main municipal line may drop, and pumping hours may be reduced from 24 hours to 8 hours.

The JAIPCO O&M TEAM staff are trained to switch the operating system in the tank from the flow system to the pump system to compensate for a pressure drop in the line.

All lines and valves should be inspected in the tank section to be sure all are operating correctly.

Semi Annually

Water tanks and system: A washing out system to facilitate the removal of any sediments and dust should be performed twice per year.

JAIPCO O&M TEAM Methodology the Operations and Maintenance program meets requirements and timeframes dictated by the original equipment manufacturer (OEM), warranties, conditions, and experience operating and maintaining the onsite equipment and facilities.

JAIPCO O&M TEAM schedules maintenance for all systems at JAIP including and not limited to:

Heating & Air Conditioning systems (HVAC),

Solar Panels, mounts, all distinct arrays, meters, inverters

Water Pumps

Waste Water Equipment and Systems

Indoor and outdoor lighting, to include replacement of light bulbs

Security gates, security cameras, access controls,



Pavement

Roofing

Windows

Hangars

Fire Suppression Systems

Doors and Locks

Internet, and Telecommunications, etc.

The Supervisor uses a **work planning process** to identify all the requirements to build the annual scheduled preventive maintenance program and budget.

The JAIPCO O&M TEAM preventive maintenance program includes:

inspecting, testing, cleaning, adjusting, lubricating, and repairing of operating, controlling, and distributing components of the mechanical, electrical, plumbing, specialty, and structural systems at the JAIP, identifying moisture, dirt or other rodent related degradation and taking corrective action.

This JAIPCO O&M TEAM inspects systems for:

rust, corrosion, broken seals, dead batteries, pests, standing water, ground faults, hot or loose connections, safety hazards, under-performing systems, or non-performing systems, failures in communications systems, loose hinges, broken windows, potholes in the paved areas, HVAC filter replacements, or any other sub-system needing routine maintenance or systems not working as intended.

The preventive maintenance programs include at a minimum a maintenance timetable, service logs, and operating records for all equipment and systems for the proper operation of the facilities.

In situations where maintenance during normal working hours would be considered disruptive to businesses, or cause any



environmental, service, or utilities disruption, or pose any safety risk to occupants, the JAIPCO O&M TEAM Supervisor will coordinate with tenant managers to perform maintenance outside of normal working hours.

Having a viable and effective preventive maintenance program is fundamental to maintaining JAIP's ability to provide continuous operations of business essential requirements.

JAIP's preventative maintenance program uses the following:

- **Manufacturer's Recommendations**
- **Industry Standards**
- **Remaining Service Life (RSL)**
- **Condition of the equipment. System, infrastructure, or facility**

Preventive maintenance performed by approved contractors:

- **Optimizes the safety management of equipment and systems during their entire lifetime;**
- **Anticipates maintenance activities (both corrective and preventive);**
- **Delays, eliminates, and optimizes some maintenance activities;**
- **Reduces time to repair and optimize maintenance and spare parts management costs;**
- **Reduces spare parts replacement costs.**

Manufacturers' recommendations are incorporated into the annual schedule for **preventive maintenance**, on systems such as the solar array. The Supervisor is responsible to budget for and schedule preventive maintenance on the solar array and other systems which benefit from professional monitoring, supervision, forecast and performance data outside the skills and training of JAIP staff.

- **Modules cleaning to maintain highest plant output according to the manufacturer's recommendations**



- **Preventive maintenance of main plant equipment as per the manufacturer's instructions, includes but is not limited to:**

Inverters

Mounting structure

Breaker boxes and DC/AC cabling

Monitoring

PV Modules cleaning system

A regular inspection is scheduled by the JAIPCO O&M TEAM supervisor for all inverters on 4- or 6-month intervals to ensure reliable operation and performance of the equipment according to manufacturer recommendations.

The inspection includes the following:

- 1. General observation of the condition and operation of the Inverter.**
- 2. Confirmation of the cabling and the connection of the components**
- 3. Confirmation that the Inverter is operating properly**
- 4. Confirmation of the operating temperature at normal ambient temperatures.**
- 5. Planned change of components as required by Inverter manufacturer specifications and operating manuals (if applicable).**
- 6. Inspection and subsequent tightening of the screw joints of all of the components,**
- 7. Visual inspection of the grounding contacts, the plates, and the output level control, in relation to electrical erosion and discoloration.**
- 8. Reading the loss and failure memory.**
- 9. Test of the operation of the input power switch.**



Preventive Maintenance:

Preventive maintenance maximizes system output and prevents more expensive failures from occurring, JAIPCO O&M TEAM performs preventative maintenance to assess the condition and operability of JAIP facilities and equipment, and based upon these observations, schedules repairs or other corrective action.

JAIPCO O&M TEAM communicates and coordinates with each tenant to ensure all JAIP systems are operating correctly.

Scheduled Activities:

Scheduled Inspections:

The JAIPCO O&M TEAM Supervisor conducts visual and physical inspections in all functional areas to ensure the highest levels of operational performance are established and maintained.

Inspections are also verification exercises to determine how well the JAIPCO O&M TEAM staff perform their work.

The JAIPCO O&M TEAM Supervisor is responsible to ensure that the staff are performing the following inspections correctly:

Preventive Maintenance

- Facility Safety Inspections
- Reports and submittals for accuracy and completeness
- Compliance with check lists and operating instructions
- Follow up inspections of corrective actions

Unscheduled Inspections

Daily requirements are **inspected randomly and without workforce notice**. Documentation of these inspections and the corrective action taken are the responsibility of the JAIPCO O&M TEAM Supervisor.



The Supervisor determines which areas to inspect, based on requirements and trends identified during the previous inspection cycle. For example, the Supervisor will examine ten percent of the emergency service calls for:

- Response time
- Completion tim
- Quality of work
- Documentation
- Compliance with established guidelines

Employee Self-Inspections

In addition to the scheduled and unscheduled inspections performed by the Supervisor, the staff is trained to check and inspect their own work before reporting it as complete.

This self-inspection builds quality and accountability to minimize inspection deficiencies.

The Supervisor is responsible to train the staff to do self-inspections, to identify and correct deficiencies to ensure that every task is done right each time.

Tenant Participation

The JAIPCO O&M TEAM Supervisor is responsible to professionally communicate with tenants' general managers about facilities maintenance and inspections, to ensure that each tenant is well informed about compliance, and non-compliance issues.

In identifying deficiencies during inspections or observations the JAIPCO O&M TEAM Supervisor will:

Document all noncompliant issues and report it to the General Manager:

- Determine the root cause of the non-compliance



Correct the identified deficiency immediately

Correct the root cause of the problem

Perform frequent follow up inspections

JAIPCO O&M Custodial Services:

All areas are kept clean, free of waste materials, debris, and/or obstructions of any kind; staff identifies and corrects safety hazards such as trip hazards or areas that will become excessively slippery when wet.

Solid Waste - Solid Waste is picked up and removed from all facilities on a twice-weekly basis. Solid Waste is disposed of in JAIP provided solid waste receptacles. Industrial glass must be crushed before collection by the waste management company.

Paint, gaskets, seals, electric cables, batteries, chemicals etc. are disposed of with special care. The JAIPCO O&M TEAM supervisor is responsible to enforce regulations in force in Jericho, and to avoid any type of pollution by any tenant at JAIP.

Solid waste is not permitted to be disposed of in any other way. Inappropriate disposal of waste can have a negative impact on the environment and human health owing to potentially dangerous substances.

JAIP management requires all tenants to cooperate in the correct disposal of solid waste.

The JAIPCO O&M TEAM supervisor is responsible to report the disposal of any solid waste which is not in JAIP approved containers, or compliant with safety and protection of the workforce.

JAIPCO O&M TEAM provides the labor, material and supplies to perform all custodial services at JAIP.

Monthly and weekly cleaning schedules are posted in the General Managers office.



Custodians use the schedule and cleaning procedures to complete all tasks.

Custodians use equipment and inventory spreadsheets to verify sufficient serviceable equipment and supplies are on hand to perform the assignments.

Custodians complete the checklist of assignments scheduled and provide a written report to the JAIPCO O&M TEAM Supervisor. All custodians are trained to meet the requirements and verify all items were completed to acceptable standards

Record keeping supports a strong and organized system of operational and maintenance activities. (See sample custodial list below)

CUSTODIAL CHECKLIST	
LOCATION:	AREA:
DATE:	

Inspection Requirement	SAT	UNSAT	Location/Comments
1. INTERIOR CLEANING	☐	☐	
a. FLOORS	☐	☐	
b. VACUUM/CLEAN	☐	☐	
2. WALLS/CEILINGS	☐	☐	
3. DOORS AND DOOR KNOBS	☐	☐	
4. GLASS/WINDOWS	☐	☐	
5. RESTROOMS	☐	☐	
a. FIXTURES	☐	☐	
b. FLOORS	☐	☐	
c. MIRRORS	☐	☐	
d. STOCK ROOMS	☐	☐	
e. WALLS	☐	☐	
f SHELVES AND CONTAINERIZED STORAGE	☐	☐	
6. OFFICE and CONFERENCE SPACES	☐	☐	



Inspection Requirement	SAT	UNSAT	Location/Comments
a. CARPETED SURFACES	0	0	
b. OTHER SURFACES			
7. ENTRANCES/LOBBIES and CORRIDORS	0	0	
a. CARPETED SURFACES	0	0	
b. INTERIOR WALK-OFF MATS	0	0	
c. STAIRWAYS and STAIRWELLS	0	0	
8. LOADING AREAS	0	0	
9 PARKING AREAS	0	0	
10. VENDING AREAS	0	0	
11. DRINKING FOUNTAINS	0	0	
12. EXTERIOR CLEANING	0	0	
13. ENTRANCES TO TENANT HANGARS	0	0	
a. PARKING AREAS	0	0	
b. WINDOWS	0	0	
c. ENTRANCE SURFACES	0	0	
d. LOADING AREAS	0	0	
14. EXTERIOR SURFACES	0	0	
a. PAVEMENT/CONCRETE SURFACES	0	0	
15 WASTE MANAGEMENT	0	0	
16. TRASH/RECYCLABLE MATERIAL MANAGEMENT	0	0	
17. TRASH CONTAINERS	0	0	
18. RECYCLE BINS	0	0	
19 CRUSHED GLASS FOR SOLID WASTE MANAGEMENT REMOVAL	0	0	
20. SOLID WASTE REMOVAL CANNISTERS AND AREA SURROUNDING TO BE KEPT FREE OF DEBRIS	0	0	
b. TENANTS ARE RESPONSIBLE TO PLACE WASTE IN	0	0	



Inspection Requirement	SAT	UNSAT	Location/Comments
PROPER CONTAINERS			
c. WHEN WASTE IS NOT IN CONTAINERS THE CUSTODIAN MAKES A REPORT TO THE SUPERVISOR AND LEAVE A YELLOW NOTICE INFORMING THE TENANT	ð	ð	
	ð	ð	
	ð	ð	
	ð	ð	
23. OTHER AREAS OR ITEMS AS REQUIRED	ð	ð	

POSITION	SIGNATURE	DATE
CUSTODIAN		
CUSTODIAN LEAD		
O&M SUPERVISOR		
COMMENTS:		

General Solid Waste Removal/Disposal

All Custodians are trained in handling both general and any waste deemed Hazardous by the Supervisor of the JAIPCO O&M TEAM.

Custodians collecting and disposing of waste wear proper protective clothing and will ensure that any sharp items (glass, metals, etc.) are only collected in the proper containers.



The Refuse Vendor contracted by the General Manager of JAIP will collect and transport all solid waste away from JAIP on a scheduled basis.

Cleaning and The Environment

Custodians and maintenance personnel strive to maintain the facilities in an environmentally acceptable and clean status.

All custodians must be trained to identify asbestos, mold, lead and other environmental hazards. If any of the unsafe conditions are detected, the JAIPCO O&M TEAM Supervisor and the General Manager are notified, and the proper isolation and protection steps are initiated.

Any remediation required will be performed by licensed and certified local vendors.

The JAIPCO O&M TEAM uses sustainment purchases and practices to eliminate chemicals at the JAIP.

All cleaning products are non-hazardous and are maintained under appropriate controls to limit access to only authorized facility personnel.

Inventories of all supplies are maintained and logged in real time.

Cleaning product safety sheets are maintained by the Supervisor and are available to all personnel.

Pest and Insect Control

The JAIPCO O&M TEAM uses an Integrated Pest Management (IPM) approach for pest control at JAIP. The team uses a judicious approach in the use of both chemical and non-chemical control.

The JAIPCO O&M TEAM depends on visual inspections and continuous surveillance to establish the need for pest control and to monitor the effectiveness of management.



The JAIPCO O&M TEAM Integrated Pest Management system (IPM) incorporates:

Mechanical and Physical Control

Biological Control

Chemical Control

The Supervisor is responsible to ensure that the Pest Control Vendor works consistently with the IPM principles in order to minimize negative impacts on human health and the environment.

All pesticides are approved by the Supervisor before the local vendor Pest Controller(s) use their products at JAIP. Approved pest control Safety Data Sheets (SDSs) and labels are maintained onsite.

Daily Inspections of the JAIP are performed by the Custodial Staff.

Once identified, the Supervisor will contact the approved vendor to provide the best controlled method. Vendor Pest Controllers will perform pest control requirements under the supervision of the Supervisor.

Monitoring, education, record-keeping, and communications prevent pests and disease vectors from causing unacceptable damage to operations, people, property, material, and the environment.

The Supervisor is responsible to ensure that the JAIPCO O&M TEAM staff use targeted, sustainable, effective, economical, and environmentally sound methods of pest control at JAIP and maintain up to date records.

Fire Protection

The JAIPCO O&M TEAM is responsible to train the staff to operate and support response to fire emergencies.



Posts Appropriate Warnings

Promote Awareness of fire protection measures

Conduct Fire Safety inspections and drills

Conduct fire prevention and response training to designated personnel

Ensure that fire extinguishers, detection devices, fire alarms and suppression systems and other fire safety devices are operational.

The Jericho Fire Department coordinates with the General Manager to identify evacuation routes, develop evacuation procedures, and post evacuation routes at the eye level; procedures are printed in English and Arabic.

The JAIPCO O&M TEAM Supervisor ensures that this information is known, understood, and practiced by tenants, their employees and JAIP staff.

Risk Management

Risk management is required in any operational environment. At JAIP the JAIPCO O&M TEAM recognizes that performing facility management and maintenance presents risks that are unique to JAIP's location and the work JAIP's tenants do.

The JAIPCO O&M TEAM Risk Management Process is used to identify, track, and resolve technical, mechanical, or other facilities related risks.

The JAIPCO O&M TEAM supervisor documents risk identification and risk management which is shared and documented with the General Manager.

JAIPCO O&M TEAM risk assessments include overall cost, schedules, or technical impact related to any risk consequence.

End



Addendum

Operations and Maintenance Guidelines

Jericho Agro Industrial Park

IPIEA REQUIREMENTS FOR THE DEVELOPER

- 1) At the beginning of the year, or no later than Jan. 15 the Developer will submit an annual maintenance plan and budget to IPIEA. At the end of the budget period the Developer will submit a record of all Operations and Maintenance expenditures to IPIEA The Operations and Maintenance Budget covers all infrastructures such as roads, drainage, elevated water tank, wastewater pond, administration building, all tenant facilities (leased and unleased), and all other infrastructure for the year.**
- 2) The JAIP Developer confirms the Electrical demand for the current tenants and provides estimated electrical demand for future tenants or changes in tenant operations which require additional power supply. The Developer reports this information to IPIEA three months before the start of the year, or no later than October 1st of each year.**
- 3) The Developer is responsible to assure performance regarding the operations and maintenance of the electrical system and is required to promote the conservation of energy within the park.)**
- 4) The Developer is responsible to prepare an annual plan for Water demand for current tenants and estimated requirement for water for future tenants before signing new leases. Developer provides a clarification which illustrates procedures required to govern high demand, and if it is not acceptable, the Developer is not to sign**



- new tenant leases. Tenants may arrange their own sources of water should this happen.**
- 5) Three months before the start of the year, or no later than Oct. 1, the Developer must submit an annual plan for water demands according to the operation plan for each tenant, particularly during the summer months. If necessary due to water capacity shortfalls, IPIEA will call for a meeting with the relevant ministries/authorities and the developer should provide a mitigation plan in order to prevent any negative impact on the operated tenants.**
 - 6) Water conservation actions implemented by the Developer to include updated information, modern procedures, and supporting programs for the efficient use of water are supported by IPIEA.**
 - 7) Waste Water - IPIEA shall request the Developer to provide them with expected volume and quality of the waste water for each tenant based on their own process of production, before the Developer signs the lease agreement with them. In case that the quality of waste water has a risk and exceed the required standard, IPIEA shall clarify the developer how to manage and control by the tenant within their premises. If the measure is not practical and workable, IPIEA shall request the Developer to reconsider to make a lease agreement.**
 - 8) Solid Waste - IPIEA shall request the Developer to confirm the expected volume and major contents of the solid waste for each tenant based on their own process of production, before the Developer signs the lease agreement. In case contents of solid waste has a risk against environment standard, IPIEA shall ask the developer to provide them with a clarification that illustrate the procedures required to manage and control the risk measures that may occur, this should be implemented by the tenants and within their premises. If the measures and information related to the solid waste provided to the developer is not practical and workable, IPIEA shall request the Developer to reconsider their decision and not to sign the lease agreement.**



- 9) Security and Safety** IPIEA shall request the Developer to confirm the actions implemented for the safety operation arrangement including fire insurance for each factory of each tenant before the Developer signs the lease agreement. In case safety arrangement is not enough, IPIEA shall request the Developer to ask the tenants to improve their safety procedures and arrangement.
- 10)** Semi-annually, IPIEA shall request the Developer to submit a record of the activities and their expenses for security and safety operations for the respective period. In case of a special event which may have an adverse impact on security and safety, IPIEA shall request the Developer to make an action plan to avoid such risk.
- 11)** At the beginning of year, IPIEA shall request the Developer to submit the annual plan of maintenance including the budget for each activity. At the end of year, IPIEA shall request the Developer to submit a record of activities and the expense of the maintenance for the year.
- 12)** From time to time, IPIEA shall confirm the actions implemented by the developer which promotes the environmental procedures through reducing, recycling, and reusing of the solid waste. IPIEA may support the developer with updated information, modern procedures, positive practices and supporting programs to use the efficient methodologies of recycling for the solid waste.
- 13)** Monthly, IPIEA shall request the Developer to submit a record for the volume and the quality of the waste water discharged from each factory. This information should be supported and confirmed by the waste water treatment authority. In case the treatment authority warns about the quality of waste water, IPIEA shall call the meeting with the authority and the Developer to discuss and solve it.
- 14)** At the beginning of the year, IPIEA shall request the Developer to submit an annual maintenance plan including the budget for each activity. At the end of the year, IPIEA shall request the Developer to submit a record of the activities and their maintenance expense for the year.



- 15) From time to time, IPIEA shall confirm the actions implemented by the developer which promotes the recycle of waste water. IPIEA may support the developer with updated information, modern procedures, positive practices and supporting programs for the efficient recycle of waste water.**
- 16) The JAIPCO O&M TEAM is responsible to maintain all raw land, checkpoints, exits, loading areas, lobbies, facility perimeters, parking areas, interior areas, personnel and vehicle entrances, outdoor and indoor lighting, security cameras within JAIP property boundaries.**

###End

PREVENTIVE MAINTENANCE SCHEDULE

QUARTER 2 (JULY 2019 - SEPTEMBER 2019)



JAIP
Jericho Agro Industrial Park
شركة تطوير مدينة أريحا الصناعية الزراعية

	GENERAL MAINTENANCE & INSPECTION ITEMS	MAINTENANCE FREQUENCY	INSPECTION COMPLETED	NEEDS REPAIR	COMMENTS
1	WATER NETWORK				
	Check municipal water meter chamber (flow meter and valves) are working properly and record readings	Monthly	√		
	Check other water meters are working properly and record readings	Monthly	√		
	Meter water supply and consumption to quantify water losses from the system	Monthly	√		
	Check valves are operating properly	Monthly	√		
	Inspection of Manholes	Monthly	√		
2	ELEVATED WATER TANK & PUMPING ROOM				
2.A	ELEVATED WATER TANK				
	Perform water quality test by authorized party (From watertank & main valve (JM))	Monthly	√		
	Clean and disinfect elevated water tank	Annually	√		Tank was disinfected last April
	Visual inspection of water tank for leakage	Monthly	√		
	Check water level indicator is working properly	Monthly	√		
	Check float valve inside the tank	Monthly	√		
	Check control valves are working properly	Monthly	√		
	Check pressure gauges are working properly	Monthly	√		
	check construction items in pumping room	Monthly	√		
	Clean and disinfect buffer tank (in pump room)	Monthly	√		
	Generator	Monthly	√		
2.B	PUMPING ROOM				
	Do not allow the pump to run without fluid	Daily/Weekly	√		
	Check and secure all pump mountings to foundation	Bi-Annually	√		
	Do not operate the pump with the check valve in the suction line closed	Daily/Weekly	√		
	Do not operate the pump for a longer period of time with the check valve in the pressure pipe closed.This can cause the fluid to overheat.	Daily/Weekly	√		
	The pump must run quietly and vibration-free at all times	Daily/Weekly	√		
	The roller bearings must run quietly and vibration-free at all times. Increased current consumption with unchanged operating conditions is a sign of bearing damage. The bearing temperature may be up to 50 °C above the ambient temperature, but never rise above 80°C.	Daily/Weekly	√		
	Check the static gaskets and the shaft seal regularly for leaks	Daily/Weekly	√		
	For pumps with mechanical seals, there is little to no visible leakage during operation.If there is considerable leakage at the gasket, this means that the gasket surfaces are worn and that the gasket has to be replaced. The service life of a mechanical seal greatly depends on the operating conditions (temperature, pressure, fluid properties).	Daily/Weekly	√		
	Check the flexible coupling elements regularly and replacing them at the first sign of wear.	Monthly	√		

	GENERAL MAINTENANCE & INSPECTION ITEMS	MAINTENANCE FREQUENCY	INSPECTION COMPLETED	NEEDS REPAIR	COMMENTS
	The roller bearings of the motors are to be maintained according to the installation and operating instructions of the motor manufacturer	Monthly	√		
	Check coupling for correct alignment and coupling-rubbers and worn driving elements.	Bi-Annually	√		
	Clean all strainers	Bi-Annually	√		
	Check gate valves, check valves, and other mechanical parts	Monthly	√		
	Adjust the balance of the pump with the motor	Bi-Annually	√		
	Inspect pump bearings	Bi-Annually	√		
	Check pump/motor alignment	Monthly	√		
	Check for leaks in pump or piping	Monthly	√		
	Check that all gauges (pressure, flow meter) are operational and record readings	Monthly	√		
	Check all control valves are operating properly and there is no signs of leakage	Monthly	√		
	Inspect electrical pump cables	Monthly	√		
	Check smoke detector, fire alarm system	Monthly		√	No smoke detector or fire alarm system
	Float valve in the buffer tank	Monthly	√		Float valve in the buffer tank shall be fixed
3	INDUSTRIAL SEWAGE NETWORK				
	Inspection of Manholes	Monthly	√		
	Inspection of manholes' covers	Monthly	√		
	Test the treated industrial wastewater quality regularly and confirm that it complies with the standards	as per action plan of the developer	√		
4	ELECTRICITY NETWORK & ROOM				
	Lighting network inside JAIP	Weekly		√	Some of the electric poles are slanted and shall be fixed
	Electricity Manholes inside JAIP	Monthly		√	Isolate cables and disconnect unused cables in the manhole in front of the main entrance.
5	STORM WATER DRAINAGE				
	Check that stormwater drains are working properly; no stormwater ponds	Monthly / Winter time		√	Some manholes were filled with sand and do not drain surface water. All stormwater drains shall be cleaned before winter time
	Ensure that stormwater is not discharged to sewer network	Monthly / Winter time		√	JAIPCO to get approval from JM to discharge stormwater into sewer system for some locations inside JAIP
	Ensure that stormwater drains to wadi not accumulating on roads	Monthly / Winter time	√		
6	ROAD NETWORK				
	Clean roads inside JAIP	Daily		√	Roads needs to be cleaned inside JAIP, Broken curbstones and shoulders needs to be fixed. Rihana shall be notified not to throw oil in front of JAIP or in the container. Oil in the road in front of Rihana shall be cleaned
	Check roads for settlements (if any)	Monthly		√	Settlement in the road at the main entrance of JAIP shall be fixed
	Check roads for cracks	Monthly		√	Fix cracks in the road in front of Rihana
	Check for proper signage	Monthly		√	Road signage will be done in 2020
	Check for road markings	Monthly		√	Road markings will be done in 2020
7	WASTEWATER PUMPING STATION & SEPTIC TANK				
	Monitoring the current consumption and voltage	Monthly			
	Checking the used relays for posistors, sealing room monitor, etc.	Monthly			

	GENERAL MAINTENANCE & INSPECTION ITEMS	MAINTENANCE FREQUENCY	INSPECTION COMPLETED	NEEDS REPAIR	COMMENTS
	Visual inspection of the power supply cable	6 Months			Wastewater pumping station could not be inspected as pumps were not running due to wastewater issues. Wastewater is discharged to wadi for the time being.
	Visual inspection of the cable holder and the cable bracing	6 Months			
	Visual inspection of accessories, e.g. the suspension device and hoisting gears	6 Months			
	Visual control at pump types with oil chamber	3,000 operating hours			
	Visual control at pump types without oil chamber	3,000 operating hours			
	Checking the insulation resistance				
	Changing the lubricant in the sealing room/chamber	8,000 operating hours or after two years, whichever is earlier			
	Emptying the leakage chamber				
	Functional inspection of all safety and control devices				
	Coating check and touch-up as required				
	General overhaul	15,000 operating hours or after five years, whichever is earlier			
	Check lubrication: assure that all bearings are lubricated per the manufacturer's recommendation	If the lubricant is very dirty and contains more than 1/3 water			
	Sewer Manholes in Wadi	Monthly		√	Manholes' covers were opened. All open manholes next to sewage pumping station in the wadi shall be closed all the time.
	Generator	Bi-Annually		√	Standby generator is not working. It shall be maintained, Battery shall be replaced
	Electrical panels	Monthly		√	Electricity cabinet was open. Electrical cabinets shall be closed all the time.
8	PV PANELS				
	PV Panels				
	Check PV panels are working properly	Monthly	√		
	PV panels cleaning	Bi-monthly		√	PV Panels are partially cleaned, cleaning need be to improved and to be done on bi-monthly basis
	Clean landscape	Monthly	√		
	PV Control Room	Monthly	√		
	False ceiling of the PV Control Room	Monthly		√	Parts of the false ceiling needs to be replaced
	Check PV panels, inverters, cables, etc. are working properly	Monthly	√		
	Check PV panels monitoring system and sensors	Weekly		√	Monitoring system is not working and shall be fixed. JICA to arrange for a meeting with Kandenko.
	Cameras for PV Panels	Monthly		√	Monitoring system needs to be fixed in order to check if the cameras are working or not
	Storage Room	Monthly		√	Spare parts storage room is not arranged, there shall be a list of spare parts

	GENERAL MAINTENANCE & INSPECTION ITEMS	MAINTENANCE FREQUENCY	INSPECTION COMPLETED	NEEDS REPAIR	COMMENTS
9	ADMINISTRATION BUILDING				
	INTERIOR BUILDING				
	Floors, false ceilings, walls and paint are in good condition	Monthly		√	Paint damage due to moisture in the walls. Walls shall be painted after UNDP completes construction work. Broken false ceiling parts shall be replaced
	All lights and bulbs (interior and exterior) are working properly	Monthly		√	Some lights are not working. They shall be changed
	Faucets, toilets, and showers are operational and in good working condition	Monthly	√		Bathrooms will be rehabilitated by UNDP
	Smoke and carbon monoxide detectors tested and working	Monthly	√		
	Check for leaks or water damage in bathrooms and ceilings	Monthly	√		
	First aid kit is complete	Monthly	√		
	Exits are clearly marked, with additional signage as needed	Monthly	√		
	Check fire extinguishers condition and expiration dates	Monthly	√		
	All doors in proper operation and locking; exits are not obstructed	Monthly	√		
	Make sure hallways are free of trash or large items	Weekly	√		
	Door locks and closures in good condition	Monthly	√		
	EXTERIOR BUILDING				
	Check the condition of sidewalks and parking lots. Have any large potholes or cracks filled.	Weekly	√		
	Inspect that walls are in good condition	Monthly	√		
	Check that windows and doors in good condition, no broken glass	Monthly	√		One of the windows shall be changed by UNDP after completion of construction work
	Clean up any trash or debris on the ground	Daily	√		Will be cleaned after UNDP finishes construction work
	Clean all site drains	Monthly		√	All site drains must be cleaned before winter time
	ROOF				
	Water storage tank in good condition	Monthly			Could not be inspected due to ongoing construction work
	Roof in good condition	Monthly			
	Clean debris from the roof drains and gutters	Monthly			
	BUILDING SYSTEMS				
	Test the fire alarm system and fire fighting system	Monthly		√	Storage room and corridor do not have smoke detectors. Fire fighting system shall be fixed after UNDP finishes construction work
	Test the building alarm system, if any	Monthly	√		
	Electrical: look for loose wires or fixtures, replace non-functioning switches, receptacles & outlets	Monthly	√		
	Inspect main electric panels and record readings	Monthly		√	There are some missing parts in the main electrical panel. Power Factor Contactor is not working and needs to be replaced
	Inspect control panels are working properly	Monthly	√		
	Plumbing: check for leaks, signs of water damage and loose fixtures	Weekly	√		
	Check the HVAC or heating and cooling systems	Monthly	√		
	Cameras inside building	Monthly	√		

	GENERAL MAINTENANCE & INSPECTION ITEMS	MAINTENANCE FREQUENCY	INSPECTION COMPLETED	NEEDS REPAIR	COMMENTS
10	SOLID WASTE MANAGEMENT				
	General housekeeping	Daily		√	Follow up with FM food shall remove all their equipment from the roads' shoulders and to remove the metal board placed on the lighting pole. Remove all carbage from the yard. Follow up with Paperpal to remove palm fronds from the yard.
	Check carbage truck and compactor condition	Monthly		√	Rihana shall be notified not to throw oil in front of JAIP or in the container
	Check containers condition	Monthly	√		
11	HANGARS				
	Inspect general condition of hangars	Monthly			
	Inspect compliance w. civil defense requirements	Monthly			
	Inspect for differential settlement	Monthly			
	Inspect steel struture stability	Monthly			
	Inspect compliance w. EQA requirement	Monthly			
	Inspect machinery condition	Monthly			
	Inspect water network condition (any leaks affecting structure of hangar)	Monthly			
12	SECURITY				
	Check guards shifts and staff number on the main entrance gate	Daily	√		
	AC units in the security rooms	Monthly		√	Cover for the AC unit in guard room at the main entrance gate needs to be fixed.
	Check cameras & DVR system on the main entrance gate	Monthly	√		
	Check all gates and gates' arms are working properly on the main entrance gate	Weekly	√		
	Check fencing	Monthly		√	Part of the fence has to be fixed
	Check exit gate cameras & DVR system	Monthly	√		
	Check all exit gates and gates' arms are working properly	Monthly		√	The exit gate arm has to be fixed as it is not working
14	TELECOMMUNICATION NETWORK				
	Check the network is working properly	Monthly / Winter time	√		
13	GREENING				
	Inspect irrigation network	Monthly		√	irrigation water was connected to tire hydrant. Irrigation system system shall be separated from fire hydrant system. Irrigation water network has no water meter and is considered as water losses. JAIPCo to install water meter for all water used for irrigation.
	Check plants and trees condition	Monthly		√	Telecommunication cables laying on green area . Manhole covered with tank might leak oil or fuel inside the sewage network



JAIP
Jericho Agro Industrial Park
شركة تطوير مدينة أريحا الصناعية الزراعية

تقرير عن حالة المرافق العامة والبنية الداخلية في المرحلة الأولى لمدينة أريحا الزراعية الصناعية



الربع الثاني لعام 2019
تموز 2019 – ايلول 2019

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مقدمة

تقوم شركة اريحا لتطوير وتشغيل وادارة المدينة الزراعية الصناعية على عمل صيانه دورية لجميع مرافق المدينة الصناعية وبنيتها التحتية الداخلية وذلك للمحافظة عليها ومراقبتها بشكل مستمر، وضمان استمرارية عملها بصورة جيدة، وتتضمن البنية التحتية على البنود التالية:-

1- شبكة المياه

• الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة

في الملحق رقم (2)

معطلة

تعمل

تعمل بشكل جيد ويتم متابعتها بشكل دوري ومستمر من خلال اجراء الصيانة والوقائية اللازمة لضمان عملها بالشكل المطلوب، حيث يتم توزيع المياه على المستأجرين داخل المدينة الصناعية بصورة جيدة . الرجاء الرجوع إلى ملحق رقم (1) - جدول الاستهلاك الشهري و ملحق رقم (2) - جدول الصيانة الوقائية.

• الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

وجود عجز في كمية المياه الواصلة من البلدية الى المدينة الصناعية حيث ان الكميات لا تصل 60 كوب في اليوم.

تمت متابعة الموضوع من خلال طواقم الشركة وطواقم البلدية وتبين السبب ان هنالك خلل في الخطوط الرئيسية الخاصة بالبلدية وامتدت المشكلة لعدة أيام متتالية، وبهذا قامت الشركة بمواجهة المشكلة بحكمة ومن خلال استخدام مخزون المياه وتوزيعه على المستأجرين دون

انقطاع. "الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

2- خزان المياه المرتفع وغرفة الضخ

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة

في الملحق رقم (2)

يجري العمل بشكل دوري ومستمر على متابعة الخزان وكافة الملحقات التابعة له لضمان وصول أكبر كمية من المياه المزودة لنا من البلدية.

الرجاء الرجوع إلى ملحق رقم (2) - جدول الصيانة الوقائية.

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

هنالك تذبذب واضح خلال فترة فصل الصيف في كميات المياه الواصلة للمدينة الصناعية عبر الخط الرئيسي المزود من البلدية، وتم تقليل ساعات الضخ من قبلهم ليصل الى 8 ساعات بدلا من 24 ساعة، كما قل ضغط المياه الواصل للمدينة.

■ قامت طواقم الشركة في تبديل عمل نظام التشغيل في الخزان من النظام الانسيابي

الى نظام المضخات للتعويض عن خفض الضغط الحاصل في الخط.

■ متابعة اعمال النظافة العامة لمنطقة الخزان حيث تجري عملية تنظيف بشكل مستمر

لغرفة المضخات واللوحات الكهربائية وتنظيف ساحة المحطة من ازالة الاعشاب

والشجيرات وتنظيف لمرافق الخزان والمنطقة المحيطة واغلاق محكم للخزان للحفاظ

على عدم تلوث المياه.

■ عمل متابعة دورية للمحطة ومراقبة كاملة لكميات المياه الداخلة والخارجة للخزان وضبط لعدادات المستثمرين والعداد الرئيسي وجدولتها لمقارنة الكمية الداخلة الى المدينة من البلدية و الكمية الخارجة المستهلكة من المصانع وحصر الاستهلاك ودراسة الفاقد في الكمية والتقليل منه.

■ تنظيف الخزان الارضي وازالة بعض الترسبات والاثربة الموجودة به ونقترح ان نقوم بتركيب نظام تصريف (Wash out) لتسهيل عملية التنظيف وذلك في فصل الشتاء القادم.

■ صيانة لبعض الخطوط والمحابس المتواجدة في محطة الخزان والتأكد من عملها.
"الرجاء الرجوع إلى ملحق رقم (3) جدول الصيانة العلاجية وملحق رقم (4) من أجل الصور التوضيحية".

"الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

3- شبكة الصرف الصحي

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة في الملحق رقم (2)

معطلة

تعمل

يجري العمل على متابعة الشبكة الخاصة بالصرف الصحي بشكل دوري، وتقوم المصانع بتصريف مياه الصرف الصحي الخاصة بها الى الشبكة الرئيسية الداخلية في المدينة وصولا الى محطة التجميع والضخ في المدينة الصناعية.

الرجاء الرجوع إلى ملحق رقم (1) - جدول الاستهلاك الشهري و ملحق رقم (2) - جدول الصيانة الوقائية.

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

ونود الاشارة ان هنالك مشكلة في نوعية مياه الصرف الصحي الواصلة الى المحطة حيث ترفض البلدية استقبال مياه المدينة الصناعية وذلك نظرا لمخالفة عدد من المصانع في تصريف مياه صرف صحي غير مطابقة للمواصفات الفلسطينية ومواصفات محطة التنقية ونظام ربط المنشآت. والمصانع المخالفة هي:-

- مصنع اوستري.
- مصنع سوليد.
- مصنع ريجانة.
- مصنع بيبيرال.

نظرا لرفض البلدية ولعدم وجود حل بديل عن تصريف مياه الصرف الصحي فإننا نقوم بضخ المياه حاليا الى الواد المجاور للمدينة الصناعية نتيجة حصول ضغط عالي للمياه داخل شبكة الصرف الصحي ومحطة الضخ، وتم اعلام الهيئة والمحافظة وكافة الجهات الرسمية المعنية بذلك. "الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

4- شبكة الكهرباء وغرف الكهرباء

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة

في الملحق رقم (2)

يجري العمل بشكل متواصل وبالتنسيق مع شركة كهرباء محافظة القدس على تفقد وفحص قنوات ومسارات خدمات الكهرباء لكل مصنع وتنفيذ اللازم منها، بالإضافة الى تسهيل عمل طواقم شركة الكهرباء في تمديد الخدمات الجديدة لجميع المصانع.

" الرجاء الرجوع إلى ملحق رقم (1) - جدول الاستهلاك الشهري "

" الرجاء الرجوع إلى ملحق رقم (2) - جدول الصيانة الوقائية "

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

عدم توفر معلومات خطية عن المحولات الكهربائية في الغرف وعدد الأمبيرات المستهلكة لكل مصنع من كل محول.

تم ارسال كتاب للهيئة بهذا الخصوص وبانتظار تزويدنا بالمعلومات عن طريق التعاون مع شركة كهرباء محافظة القدس.

"الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

5- تصريف مياه المطر

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة

في الملحق رقم (2)

يتم تصريف مياه الامطار في المدينة الصناعية بصورة جيدة وذلك من خلال نظام الميل الطبيعي للشوارع ونظام قنوات تصريف مياه المطر التي تم تركيبها في المناطق المنخفضة لحل مشكلة تجمعات المياه الطفيفة في بعض الشوارع، وتم ربطها مع اقرب منهل للصرف الصحي. "الرجاء الرجوع إلى ملحق رقم (2)"

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

تجمعات للمياه في عدد قليل من مناطق الشوارع.

حل مشكلة التجمعات المياه في الشوارع من خلال انجاز وانهاء مشروع اضافة وربط قنوات تصريف مياه الامطار مع اقرب نقطة من مناهل الصرف الصحي.

"الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

6- الشوارع والطرق

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة في الملحق رقم (2)

يجري متابعة حالة الشوارع والطرق في المدينة بشكل دوري ويتم انجاز اعمال تنظيف دورية للشوارع والطرق شبه يومي من الاتربة والاوساخ، ومتابعة التجاوزات التي يتسبب بها المستثمرين واصلاحها من طرفهم.

"الرجاء الرجوع إلى ملحق رقم (2)"

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

● تجمع مياه امطار في بعض مقاطع الشوارع.

■ اعمال تنظيف دورية وبشكل يومي للشوارع والطرق.

■ انجاز نظام تصريف مياه امطار وربطها مع مناهل الصرف الصحي.

■ تركيب احجار شك وبلاط ارضية على المدخل الرئيسي للمرحلة الاولى كتوجيه

لحركة الدخول بشكل منتظم، ومنعا لتدفق المياه اسفل الاساسات والقواعد

للبيانات الرئيسية.

"الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

7- محطة تجميع وضخ الصرف الصحي

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة

في الملحق رقم (2)

تم توقيف المحطة وعدم الضخ باتجاه البلدية ولكن يتم تشغيل المضخات ونضح المياه المتجمعة في خزان المحطة باتجاه الواد المجاور الى المدينة لضمان استمرارية عمل المضخات وعدم تعطيلها او تلفها. ولاحقا للاجتماعات المتكررة مع الجهات ذات العلاقة تم الاتفاق بواسطة المحافظة والجهات ذات العلاقة على استئناف الضخ مرة اخرى لفترة تجريبية خلال شهر حزيران 2019، مما نتج عنه تكرار نفس المشكلة وتكرار الرفض من البلدية لاستقبالها مياه مخالفة للمواصفات.

"الرجاء الرجوع إلى ملحق رقم (2)"

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

- البلدية ترفض استقبال مياه صرف صحي وذلك لمخالفة مواصفات المياه الخارجة من المحطة للمواصفات المذكورة في الاتفاقية مع محطة المعالجة.
- انتهاء الاتفاقية الموقعة مع بلدية اريحا ولم يتم تجديدها نظرا لمحاولة البلدية تغيير بنودها.
- عدم استجابة المستثمرين المخالفين لبنود الاتفاقية بعمل معالجة اولية للصرف الصحي لكل مصنع، وذلك بعد مراسلتهم بعدة كتب رسمية، بالإضافة للكتب الرسمية التي تم ارسالها للهيئة والمحافظة بالخصوص.

- النظام لا يعمل بشكل اوتوماتيكي بسبب مشاكل في النظام لم يتم التعامل معها من قبل المقاول المنفذ للمشروع، وقد تم ارسال كتب للهيئة ولم يتم اصلاح الخلل حتى الان.
 - قامت الشركة المطورة بإرسال الكتب الرسمية الى جميع الجهات ذات العلاقة من مستثمرين مخالفين والهيئة العامة للمدن الصناعية والمحافظه والبلدية وسلطة جودة البيئة للوقوف على المشكلة وتدخلهم السريع في منع المستأجرين المخالفين من استمرار تصريفهم لمياه عادمة مخالفة للمواصفات والزامهم بإجراء ما يلزم لتحقيق شروط المطابقة.
 - توفير عينات مع صور تم اخذها من خزان المحطة ويظهر فيها جليا الصبغات المخالفة وكمية الترسبات الهائلة داخلها، وقد تم ارسالها للأطراف المعنية.
 - تتعامل لجنة السلامة العامة مكونة من (المحافظة، الاقتصاد الوطني، الصحة، البلدية، الامن الوقائي، جودة البيئة) من خلال جولة كشف لمتابعة المشكلة في المنطقة الصناعية، الا ان هذه اللجنة لم تقم بإضافة اي نتيجة على ارض الواقع.
 - قامت الشركة المطورة بإضافة مؤقت كهربائي للعمل على توزيع كميات المياه المرسله الى البلدية على فترات متفاوتة خلال اليوم الواحد وبكميات قليلة جدا. وكان ذلك استجابة لراي السيد د. اسماعيل ادعيق بحضور الممثلين عن الهيئة وسلطة جودة البيئة والمحافظه. تم اعلام الهيئة والجهات المعنية في تاريخ 2019/8/25 بجاهزيتنا للضخ من خلال المؤقت الكهربائي ولكن لم يتم الرد علينا حتى تاريخه.
- "الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."**

8- محطة الطاقة الشمسية

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة في الملحق رقم (2)

يجري العمل بشكل دوري ومستمر على متابعة المحطة وكافة الملحقات التابعة لها لضمان الحفاظ على معدل ثابت للطاقة المنتجة والتي تقارب 300 ك.و.س.

- متابعة دورية للمحطة.
- صيانة وغسل للألواح الشمسية للمحافظة على الانتاجية.
- اعمال تنظيف دورية وازالة الأعشاب المحيطة فيها.

"الرجاء الرجوع الى ملحق رقم (2)"

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

"الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

9- المبنى الاداري

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة في الملحق رقم (2)

تقوم طواقم الشركة المطورة وبشكل مستمر عمل المتابعات الدورية اللازمة.

"الرجاء الرجوع الى ملحق رقم (2)"

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

■ قيام المقاول المنفذ لمشروع بناء الطابقين الاضافيين فوق المبنى الاداري بفصل

مضخات الحريق عن المبنى الاداري.

■ تضرر في المبنى القائم جراء تسرب مياه نتيجة مشروع اعمال بناء الطابقين.

- متابعة عمل الانظمة الموجودة في المبنى وتجهيز وحصر لجميع الاجهزة وقطع الغيار لتسهيل متابعتها وضمان عملها.
- تجري اعمال نظافة يومية في المبنى وذلك من تنظيف للأرضيات وتنظيف للحمامات ومسح للزجاج وذلك من قبل طواقم شركة النظافة المتعاقدة مع الشركة المطورة.
- تمت عملية صيانة للأبواب الخارجية (السيكورييت).
- تمت صيانة لأنظمة الانارة الداخلية للمبنى واستبدال التالف منها.
- تمت صيانة واستبدال ادوات صحية في الحمامات الموجودة في المبنى الاداري.
- يجري حاليا المتابعة مع شركات متخصصة لصيانة انظمة السرقة والحريق في المبنى.
- تمت مراسلة الهيئة العامة للمدن الصناعية بخصوص بعض الاضرار التي يتسبب بها المقاول المنفذ لمشروع بناء الطابقين الاضافيين، ومازلنا بانتظار قيام المقاول بإصلاح الاضرار المذكورة.

"الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

10- النفايات الصلبة

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة

في الملحق رقم (2)

تم توزيع حاويات نفايات صلبة لخدمة المستأجرين مقابل 400 دينار للكوب الواحد سنويا.

"الرجاء الرجوع إلى ملحق رقم (1).....و ملحق رقم (2)....."

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

هنالك عدم التزام من بعض المستأجرين بالتعليمات والإجراءات حول آلية التخلص من المخلفات الصلبة، ومنها مصنع المسرى حيث يعمل على تناثر نفايات في محيط المصنع، وتم ارسال شكوى بحقه للهيئة.

- تقوم الشركة المطورة بجمع النفايات الصلبة بشكل دوري ومنتظم.
 - تم ارسال كتاب للهيئة بالزام المستأجرين المخالفين بتقديم طلب للخدمة.
- "الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

11- المهاجر

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة في الملحق رقم (2)

يجري العمل بشكل مستمر على متابعة المهاجر مع المستأجرين وعمل الصيانة اللازمة.

- تم اجراء صيانة لأبواب عدد من المصانع وهي مصنع اوستري ومصنع اورو المتوسطة.
- يجري العمل على متابعة دورية للمباني الصناعية وبشكل مستمر.
- معالجة التشققات في مصنع اوستري ضمن الخطوات المذكورة في خطة العمل التي تم اعدادها بواسطة المكتب الهندسي مركز الفحوصات الجيوتقنية والمواد، وبالتنسيق مع الهيئة.
- معالجة التشققات في مصنع ريجانة واصلاح الاضرار في المحيط الخارجي.

"الرجاء الرجوع إلى ملحق رقم (2)"

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

"الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

12- الأمن

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة في الملحق رقم (2)

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور
"الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

13- شبكة الاتصالات

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة في الملحق رقم (2)

تم متابعة الشبكة وصيانتها من خلال شركة الاتصالات الفلسطينية ويتم زيادة الاعمدة وتوسيع الشبكة اذا اقتضت الحاجة لذلك ومن خلال التنسيق المباشر ما بين الشركة المطورة وشركة الاتصالات. " الرجاء الرجوع إلى ملحق رقم (2)."

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور
"الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) - الصور التوضيحية للصيانة العلاجية."

● الصيانة الوقائية

الرجاء وصف الصيانة الوقائية التي قام بها المطور بالتفصيل بالاستعانة بالنقاط المدرجة

في الملحق رقم (2)

يجري العمل بشكل مستمر على متابعة المناطق الخضراء المزروعة.

■ متابعة اعمال التهذيب والتقليم للأشجار والمزروعات وتنظيف للحدائق.

■ رش الاراضي الزراعية بالمبيدات لمنع ظهور الاعشاب.

■ متابعة عملية سقاية الاشجار والمزروعات بشكل يومي.

"الرجاء الرجوع الى ملحق رقم (2)"

● الصيانة العلاجية

الرجاء وصف المشكلة والصيانة العلاجية التي قام بها المطور

"الرجاء الرجوع إلى ملحق رقم (3) - جدول الصيانة العلاجية وملحق رقم (4) -

الصور التوضيحية للصيانة العلاجية."

وختاماً، فإن الشركة المطورة ملتزمة بتعهداتها في الحفاظ على البنية التحتية الداخلية للمدينة

الصناعية وصيانتها بشكل دوري، وكما تقوم الشركة بإجراء ما يلزم لضمان عمل هذه البنية

التي تحتية بصورة جيدة وفقاً لعقد الامتياز.

I-ملحق رقم 1: جدول الاستهلاك الشهري للصيانة والتشغيل

-II ملحق رقم 2: جدول الصيانة الوقائية

-III ملحق رقم 3: جدول الصيانة العلاجية

-IV ملحق رقم 4: صور توضيحية للصيانة العلاجية

-V ملحق رقم 5: الطواقم العاملة والهيكـل التنظيمي

別添 23

パレスチナ物流・輸出入業者 アンケート調査結果

Report On Legal and Institutional Study of Border Operations

Prepared by: Said Sabri- PhD

Background:-

The recent freight volume through the Jordan Valley, which is located between Jordan and Palestine (West Bank), has been increasing in both regions. Some border crossing issues in this area, however, have been recognized as critical bottleneck, the issues include complicated custom clearance procedures, insufficiency of sophisticated logistics centers, and so on. Japan has been discussed among the four-party consultative unit comprised of Palestine, Israel, Jordan, and Japan. In the process, Japan has promoted the development of the JAIP to support the program. For JAIP to export its goods to the Gulf countries, especially via Jordan, it is vital to improve the distribution system within Jordan. It is recognized that this survey is to gain a foothold for the achievement of the above task, and identify obstacles faced by local Palestinian companies with regard to export and import goods from various countries through KHB .

The overall objective of the survey is the need to better understand border procedures, and impediments facing companies in their exports and imports of Goods through the borders with Jordan, in addition, to study the possibility of Japan contribution in playing a key role (in operationalizing an effective multilateral framework) to prepare a detailed design for the suggestions from Key private stakeholder companies on proposed mitigations towards the overall objective that facilitate regional logistics to contribute to the peace and stability of the region by promoting the economic development of Jordan and Palestine through realization of the Corridor for Peace and Prosperity.

Specific objectives included:

- Propose discussion points for the smoother movement of goods between and among Israel, Jordan and Palestine regarding transport, customs, immigration and security issues
- Propose options for institutional arrangements for discussion
- Preparing a forecast of the demand for logistics volumes and trade and assessing changes in freight flows, considering various possibilities and scenarios including postwar reconstruction, the reopening of borders, national transport development plans and policies, and assistance from other international development partners;
- Offering recommendations for the Japan International Cooperation Agency (JICA) and other international development partners for assistance projects for Jordan and Palestine, respectively, to propose options for institutional arrangements for discussion, to facilitate the smooth flow of freight transport, with a list of short-, medium-, and long-term priority proposed activities projects . The overall approach to the survey was to determine the volume and direction(s) of cargo flows in the region to the extent possible and to identify and evaluate necessary infrastructure projects if needed and possible Japan intervention on policy measures to accommodate these cargo flows. Changes in trade patterns were assessed based on the companies targeted and responded at each of the border crossings in

the past and in the future were assessed and considered to be a particularly useful indicator for forecasting cargo flows, on the basis of which infrastructure projects and measures were evaluated. Future trade flow projections were undertaken with two scenarios:

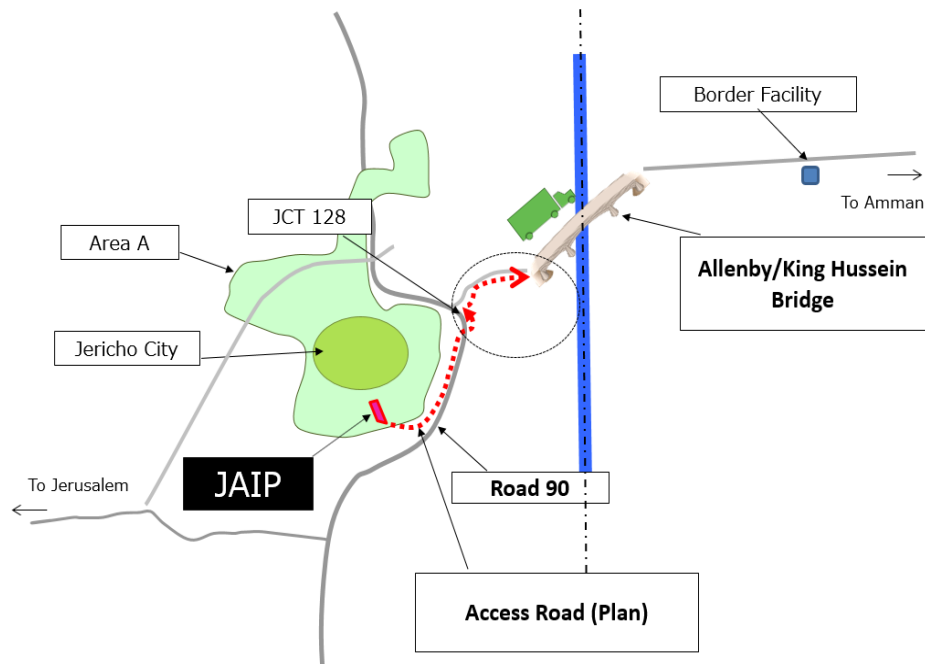
- (i) low-growth scenario, which incorporated the JICA Survey Team's projections of GDP growth, projected timings of border reopening(s), new traffic generation sources, and the restoration of historical bilateral trade patterns;

In both the low- and high-growth scenarios of the JICA Survey Team, significant growth was projected for most transport routes. It was projected that

- (i) the Jordan border with Iraq (Karamah) will recover some, but not all of its pre-closure levels; and
- (ii) Traffic between the West Bank (Palestine) and Jordan across the Allenby / King Hussein Bridge (A/KHB) is expected to continue its rapid growth in the near term before slowing, although still increasing over time. Palestinian traffic moving through Israeli ports is not expected to increase dramatically in the low growth scenario, although if the high-growth assumptions prevail, significant growth is expected. Since there are expansions underway at both Ashdod and Haifa Ports, capacity constraints will not be an issue at these locations in the foreseeable future.
- (iii) Legal and Regulatory Frameworks and Border Operations/Procedures
 - Legal and Regulatory Frameworks
 - Global and Regional (e.g., WTO, WCO, GAFTA)
 - Bilateral (e.g., Paris Protocol, Jordan-Israel Peace Treaty, Israel-Jordan and Jordan-Palestine transport agreements). Laws and regulations of the parties

Border Operations and Procedures (2/2)

- Current cargo terminal operating hours from 0800 to 2000, Sunday to Thursday
- Installation of container scanners on the Jordanian side (2016) and the Israeli/PA side (Jan 2018)
- Large-scale infrastructure plans on both sides



Companies responded to the Survey:-

The survey was distributed among 120 companies directly, 15 of the responded companies they have responded directly and the other 15 responded during field visit that was conducted by me. List of Obstacles facing shippers, have been expressed through the Survey, and illustrated through the below list:-

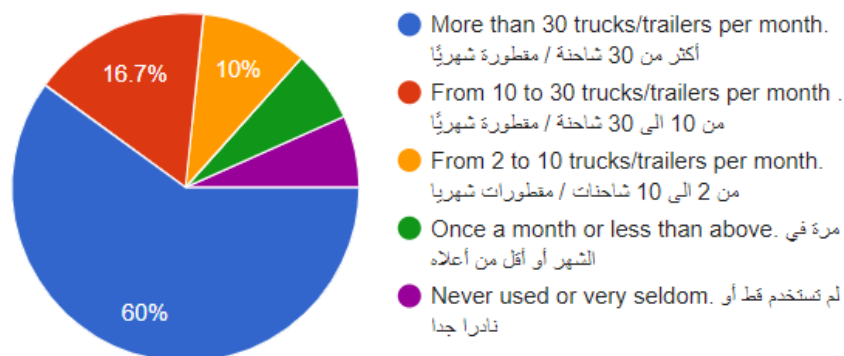
- Taxes and Custom authority
- Delays in back to back that affect the product
- Palestinian goods to be searched several times and often held in warehouses for long periods, delay trade tracking system
- Palestinian exporters at KHB, the first step of the “back-to-back” process is to obtain the required security clearance, which can take a minimum of two working days, but often takes up to five working days.
- Palestine import and export goods must go through a cumbersome "back-to-back" process at
- Allenby / King Hussein Bridge, as well as lengthy security inspections and customs clearance procedures. Each exporter must obtain an Israeli security permit in advance (at least two to five working days are required). For each shipment, the
- exporter must obtain the necessary documents from the various
- agencies of the Palestinian Authority to export (certificate of origin, export license, etc.), and the
- Process may take up to several days. The truck driver hopes to get a place in the queue of
- on either side and departs to the terminal at 4:30 in the morning, while the average waiting time for
- to enter the commercial intersection from Highway 90 for the first time is 30 to 60). All trucks must transport goods on transport pallets, the height limit is
- , and the transport of containers is prohibited. After the second security check

- and another wait, the Palestinian trucks arriving at the border crossing were unloaded to the
- Large, exposed and safe work area without any cooling options. Then conduct
- on-site security inspection of the goods and complete export customs procedures. Palestinian truck drivers can bring
- Pieces of goods into the waiting area and contact customs and security authorities for certification.
- Palestinian trader collects paperwork (export license, certificate of origin, agriculture certificate, Euro1 certificate for EU countries) from several Palestinian Authority ministries and agencies—1 day Palestinian trader submits paperwork through customs agent in Ramallah to Israeli customs broker—1–2 days to receive a day for transfer Goods on pallets are loaded onto Palestinian truck. Truck drives to bridge. Jordanian truck departs Amman. Palestinian truck waits on side of Road 90, then undergoes two security checks to enter Israeli facility. Waits again for available slot in work area.
- - ---- Jordanian truck waits on approach road to Jordanian facility (2–4 hours, possibly 1–2 days). Palestinian truck is called into work area, customs documents are processed. Jordanian truck is called to cross the bridge to the Israeli facility, and is released to do so by Jordanian customs. Goods undergo visual inspection for security and customs purposes. Goods are transferred to Jordanian truck. Jordanian truck enters the work area, and receives the load and customs documents. Palestinian truck departs facility to return to West Bank. Jordanian truck is released from Israeli facility, and crosses the bridge to the Jordanian facility. Jordanian customs conduct customs, standards, and security checks. Goods remain on the truck. Jordanian truck is released by Jordanian customs and drives to its destination in Jordan or the port of Aqaba
- Once the trucks are en route to the bridge
- Delay in issuance of the required documents or sending them to the wrong department, results in delays and increased costs.
- No enough infrastructure to facilitate the shipments
- The current scanner in place is incapable of handling goods that are not palletized. In other words, Palestinian shippers cannot use containerized shipments and are compelled to use pallets for all shipments. Its appreciated by those that are using Palletized , but non palletized . Containerization will also eliminate the current special case of import products that cannot be palletized because of their size and shape (for example, air conditioning equipment or furniture). When the shipment is diverted, it must be escorted for a fee by Israeli security to the Sheik Hussein Bridge (which is 92.5 kilometers (km) north of the Allenby/King Hussein Bridge) for inspection and scanning, which adds time and cost to the logistics chain. Containerization will mean that goods will no longer be exposed to outdoor conditions, such as dust, sun, and rain, which may now cause damage to perishable goods, but it's not the case for all shippers.
- The back-to-back process before the commercial crossings are closed, thus trucks do not enter after 3:00 p.m. Which means limitation in time management
- Israeli customs will allow 70 per cent of containers cleared to pass the KHB directly upon scanning, while the remaining 30 per cent would need additional manual inspection
- Palestinian shippers should have the full options of using containers, including obtaining and returning empty containers in a timely and cost effective manner.

- Palestinian shippers in their efforts to obtain better rates and longer free demurrage days from shipping and insurance companies, this will reduce cost and give better margins
- And it is possible to provide a special site for shipping through the bridge, which can be accessed and read any new information or new laws issued or any new facilities so that the information does not remain unclear to the shipper and does not remain a monopoly with the Israeli broker, as we faced some points and the difference in information between the Israeli side and the Jordanian side As the full information on the Israeli side and the Jordanian side always has half the information, which leads to disruption of shipment, non-compliance with delivery and non-receipt of goods according to the agreement.
- once the trucks arrive at KHB, the average waiting time to enter the commercial crossing is between 30 to 60minutes
- By Using E communication , An application will be most convenient
- Information from Palestinian customs agents, who get their information from Israeli customs brokers
- To get information from their main source. Palestinian shippers operating through Israeli-controlled crossings often do not have advance warning about any changes in the procedures and requirements at commercial crossing points by Israeli authorities. This may result in shipments rejected by Israeli officials, payments of fees at the facility or other costly alternatives, or something as simple in changes in hours. Generally, information is not available, not updated, or published in Hebrew only (not in Arabic or English)
- The empty containers can then be packed at the company facility in the West Bank and transported to the port of Aqaba, based on additional cost.
- Palestinian Shippers indicate that they do not have an official body or agency to handle their questions or complaints and have no direct face-to-face contact with the relevant individuals. At KHB situation it's not organized since more than one source managing the shipments

Inquiry surveys for information needs:-

- Amount per month of the use of KHB?



Outline of Inquiries

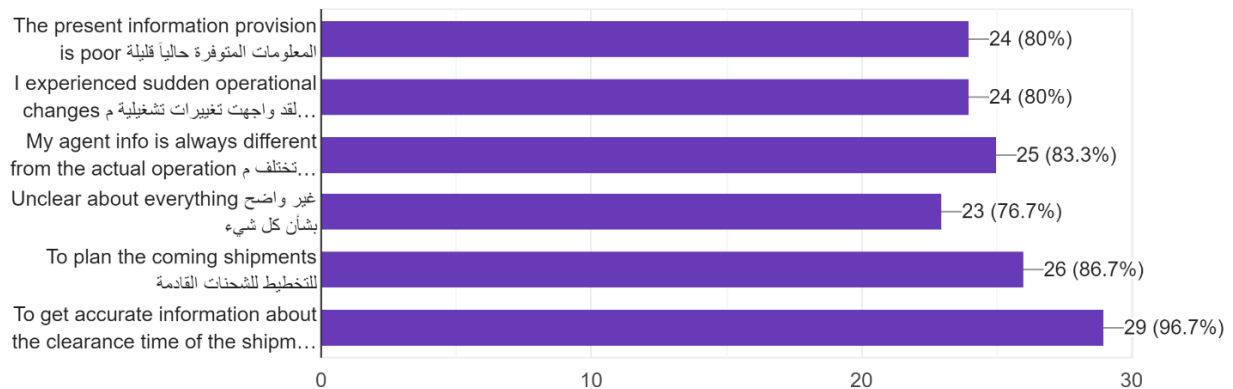
1. State of practice of information distribution related to border operation
 - With their media preference for further distribution

2. Assessment of present websites and media
 - IAA website and others
3. Assessment of present operation in Allenby/KHB
 - Back-to-back, new scanner, procedure, etc
4. Recent KHB/Allenby renovation and assessment of users, benefit to users

4.1. What kind of information for freight operation is needed to be delivered to freight operators?

4.1.1. Why do you think such information are needed? لماذا تعتقد أن هذه المعلومات مطلوبة?

30 件の回答



- Most users agrees:
 - Shortage of accurate info for clearance time, including security clearance procedure.
 - Experience of sudden operational change

Impediments Facing Companies and Freight Companies:-

- Requirements , in terms of certificates
- Major problem is the Taxes that we do pay on behalf of the PA authority to Israel which is 4.5% and the PA they don't pay them back to companies
- Seasonal Dates Exporter to Turkey , delays in back to back that affects the product
- inflate prices for Palestinian businesses and consumers by brokers
- No priority treatment , substantial delays
- GoI does not disseminate adequate information regarding relevant trade regulations or information on trade related costs.
- Creates problems because not all food commodities can be easily palletized and other items such as fruits and vegetables cannot be packed efficiently in pallets. enabling the door-to-door solution (allows a truck to travel from the shipment's originating point to its final destination, without unloading and reloading) is a recommended option to facilitate trade at the Allenby/King Hussein Bridge and other border crossings no cold storage facilities for perishable foods at the crossings.
- The official working hours are from 8:00 a.m. to 5:00 p.m. Sunday through Thursday. 8:00 a.m. to 2:00 p.m. on Friday, and are closed on Saturday and Jewish holidays. Which would limit activities
- Information from Palestinian customs agents, who get their information from Israeli customs brokers.
- Due to their size, these products (Mutli Lock doors) House doors that are locked in four directions its most scured doors. cannot be palletized and scanned at KHB. Instead, they must be diverted to Sheikh Hussein crossing (a travel time of at least three hours) for security inspection and scanning with the escort of the Israeli customs. Once all inspections have been completed, the shipment must then be transported to the West Bank through

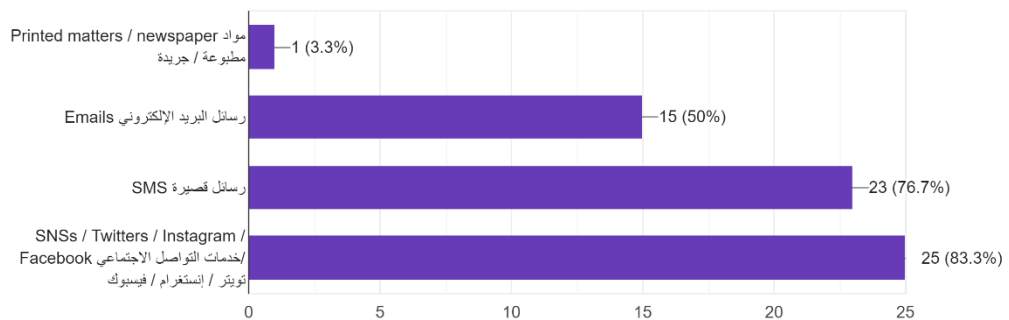
one of the West Bank commercial crossing points, this will engage no. of hundreds or thousands of dollars increase on shipments

- The scanner at the KHB would provide the Palestinian shipping community with a more efficient and effective international gateway, with less dependency on Israeli seaports
- Establishing a bonded area for Palestinian imports held before customs clearance. In Shuna
- All food commodities can be easily palletized and other items such as fruits and vegetables cannot be packed efficiently in pallets. no cold storage facilities for perishable foods at the crossings
- Palestinian shippers frequently state that they experience regular discrimination in terms of severe security procedures imposed on them at the Israeli ports and KWB commercial crossings,

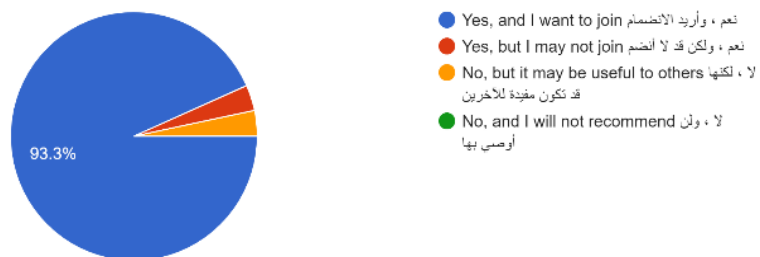
Media preference for further information distribution

- What kind of Platform should be used for such information delivery?

4.2. What kind of Platform should be used for such information delivery? ما نوع المنصة التي يجب استخدامها لإيصال هذه المعلومات؟
30 件の回答



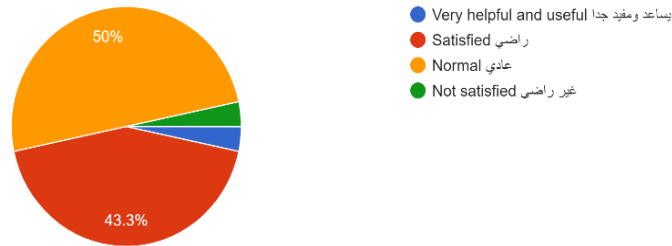
4.4. If there is a KHB freight terminal users club, under a partnership between IAA and Palestine freight group, assisting sharing information of border op...? ادل المعلومات حول العمليات على المعبر ، فهل هو مفيد لعملك؟
30 件の回答



- Most users prefer to use SNS or SMS for sudden change of the operation. Not printed media.
 - They may need real-time & dynamic info for delay or actual operation according to the individual answers
 - They appreciate “Border users’ club” website could be

2. Assessment of present websites and media

5.4. How do you assess the quality of information? كيف تقييم جودة المعلومات؟
30 件の回答



- The information its mostly updated in Hebrew language
- Israeli Standard Institute Requirements
- back to back the product
- Palestinian goods to be searched several times and often held in warehouses for long periods, delay trade, with no valid reason
- the paperwork required to enter the cargo terminal from the Jordanian side can take anywhere between two to six hours to complete
- Shipments passing through the commercial crossings to the ports of Haifa and Ashdod must be palletized at a maximum height of 1.6 meters. Shippers are thus required to use more trucks to transport their products, resulting in increased time and cost this is applies on KHB
- mentioned before A major issue faced by shippers is that any procedural delays (e.g., in inspections, customs, etc.) increase demurrage days and the costs of holding goods in storage facilities, as collateral is not accepted for the release of Palestinian goods at the ports. The lack of adequate storage space in general near the crossings and ports, and in particular near the Allenby/KHB crossing may cause goods to be transferred by truck to the Ashdod Port for storage and processing, or even back to Jordan.
- Large items must be transported through other Israeli ports or crossing points (such as Sheikh Hussein crossing) for inspection and scanning, which add time and cost to the logistics chain. and no available data about it as well.
- One of the required improvement is to building secure supply chains taking into consideration the weakest links in the trade logistics chain
- In the absence of empty containers in the West Bank, a system must be put in place to help shippers obtain and return containers with ease.

- Israel exercises control over the Palestinian side of the border crossing and the facility itself is managed by the Israeli Airport Authority (IAA). This effectively means that the Israeli Authorities are in full control of all Palestinian borders crossing points, be they land, air, or sea-ports.
- Clearness Time

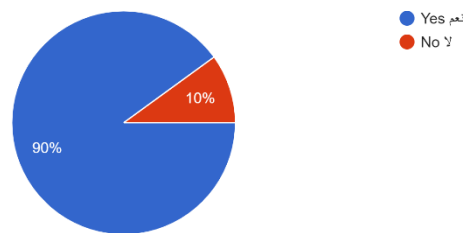
As a Result of:-

- **Most users appreciate the present information in IAA website.**
- **Individual opinions tell they are not mostly updated, particularly in Arabic, cost structure, standards, and delays.**
- **Most users visits and appreciate Reshmot, Ashdod/Haifa port, Tax authority of Israel**

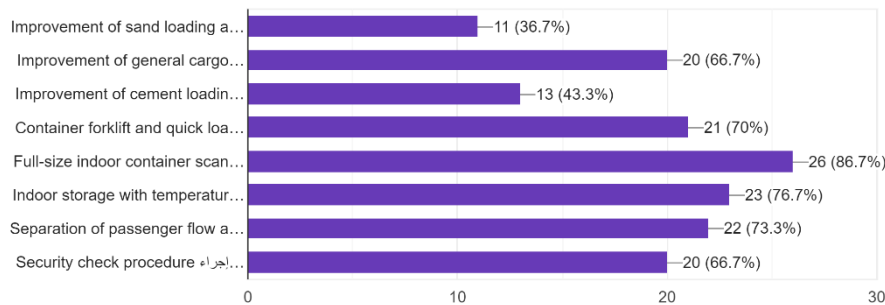
- Individual opinions tell their preference for non-web-based info due to less updates.

Recent KHB/Allenby renovation and assessment of users

7.2. هل تحسنت أنشطة توصيل البضائع الخاصة بك بعد تلك التحسينات التي جرت حوالي عام 2018؟
 30 件の回答



7.3. يرجى تحديد المرافق التي حسنت أنشطتكم التسليم الخاصة بك
 30 件の回答



List of Impediments Faced that needs to be improved :-

- The paperwork required to enter the cargo terminal from the Jordanian side can take anywhere between two to six hours to complete already described above
- The loading and unloading area at the KHB exposes goods to outdoor conditions such as sun and rain, which may cause damage to perishable goods. This is major problem no improved Storage or cooling facilities are unavailable, aside from one small and insecure warehouse,
- Storing goods even in the cases where the former are responsible for the delay. Commercial crossings may close when scanners malfunction or certain security issues arise.
- The lack of licensed Palestinian customs agents at the KHB, Palestinian shippers have no option other than being represented by Israeli customs agents on the Israeli side.
- Containerized shipping provides Palestinian shippers with cost savings on imports and exports using sea transportation.
- The lack of information, miscommunication, and the delay in issuance of the required documents or sending them to the wrong department, results in delays and increased costs

As Result of:-

- Most users know and appreciate recent upgrade of Allenby border facilities.
- Most users could improve their operation due to the full-size scanner installation

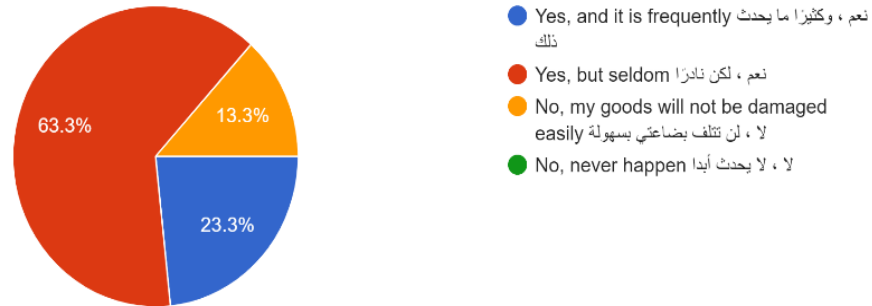
Assessment of present operation in Allenby/KHB

Have you experienced damages on goods due to delay of picking up?

8.3. Have you experienced damages on goods due to delay of picking up? هل واجهت أضرار على البضائع على البضائع؟

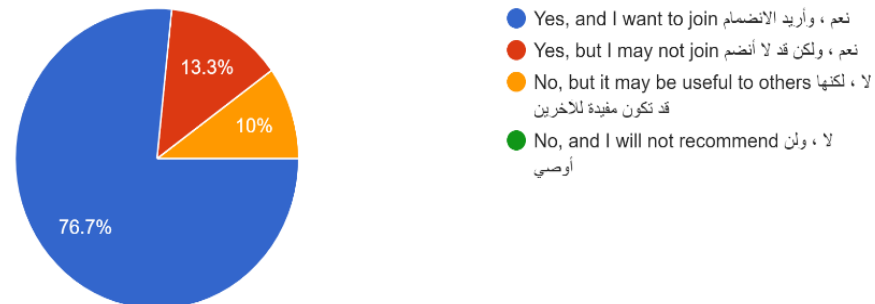
بسبب التأخير في إستلامها؟

30 件の回答



8.12. If there is a tracking/telematics platform for your receiving shipments from Jordan, for realize the vehicle matching and on-time pick-up in KHB, do you ...? هل تريد الانضمام؟

30 件の回答



- That they do not have an official body or agency to handle their questions or complaints and have no direct face-to-face contact with the relevant individuals at the West Bank commercial crossing KHB points, where the exchange of money and invoices occurs through a tiny slot
- The Scale of KHB truck terminal of Jordan side is too small to handle demand freight volume, which is the size one-tenth of the terminal in Israeli side.

- It takes around 5 to 6 hours to process procedures of export and import for both countries Jordan and Palestine.
- The clearing agency should arrange and coordinate with both trucks of Jordan and Palestine for activity of Back-to-Back, however, it is difficult to coordinate due to traffic jam.
- The quarantine system does not meet standard requirement because only sampling method is applied as KHB system.
- The Palestinian Authority has already signed a few mutual recognition agreements, for instance with its key trading partner Jordan and other countries. The Palestinian economy is also a member of the Arab Accreditation Cooperation (ARAC), which in turn is a member of the International Accreditation Forum (IAF) and International Laboratory Accreditation Cooperation (ILAC). ARAC is in the process of being a signatory to a Mutual Recognition Arrangement (MRA) and Multilateral Recognition Arrangement (MLA). Until it happens, it is impossible for ARAC economies, including the Palestinian economy to have the international recognition of conformity assessments produced by their accredited labs and other quality assurance entities. Palestinian producers intending to export to the EU market need to have their products tested and confirmed in another country whose labs are recognized internationally. In parallel, the Palestinian Authority is negotiating with the EU a separate Agreement on Conformity Assessment and Acceptance of Industrial Products (ACAA), focusing primarily on construction materials and pharmaceuticals. Although the full implications of the ACAA should be carefully considered, once signed, the Agreement would enable specified products to be exported to the EU with relevant conformity certificates issued in the Palestinian economy. As per the Paris Protocol, Israel and the Palestinian Authority agreed to mutual and reciprocal recognition of each other's standards testing and approval processes. However, this procedure has never been operational. All products, Unlocking the Trade Potential of the Palestinian Economy imported to the Palestinian economy are subjected to Israeli controls at borders as well as Palestinian market controls to protect consumers—in a random and inefficient way. These procedures constitute an additional burden for importers. However, Palestine Standards Institution (PSI) claimed that Israeli authorities would not care much about the quality of products produced in Israel with the final consumption in the Palestinian economy
- The operation time for commercial cargo crossing is limited only daytime and weekday.
- Asycuda. There will be a need to determine, on the basis of the eventual operating model, which modules are required to implement such models (e.g., goods clearance, cargo manifests, tariff, selectivity, valuation control, transit, warehousing, accounts and payment, etc.). An adequate period of time is required to install and test these modules and to train the customs and private sector users.
- There are multiple bottlenecks in KHB border crossing in Jordan side and Israel side. Major bottleneck is identified, i.e. small capacity of truck terminal of Jordan side, entry gate to Israeli side, and capacity of inspection by pallet scanner in Israel side.

The results:-

- The back-to-back operation is still largest difficulty.
 - Most say damage on their goods is seldom, but they are forced too much handling and waiting.
 - Tracking-telemetric for cargo from Jordan may work for it.

Results & Recommendations:-

- A number of measures would be undertaken to further improve the operation of Jordan Customs and border management in the country, e.g., time release studies at additional borders to identify possibilities for cooperation between/among border agencies, integrated/coordinated border management, updating of electronic transit tracking, state-of-the-art training (including training in Total Quality Management, the kaizen methodology for continuous development, and training for certified innovation leaders)
- Real-time/dynamic info for delay and congestion estimation could be most appreciated for further information provisions
- Such info may not minimize Back-to-back delays, damages on goods, but can ease psychological barrier and can initiate “user-oriented”
- Need to analyze how to realize, including telemetric
- Border security team can be involved?
- No more paper and not statistic website.
- Users prefer frequent updates
- SNS/Twitter basis info could be considered
-

Recommendations related to Infrastructure:-

- It is recommended that sustainable monitoring for latest situation on Back-to-Back system and vehicle movement restriction in Palestine, which is one of the most significant factors to affect logistics condition in Jordan Valley. In order to that, continuous discussion with organization concerned from Jordan, Palestine and Israel.
- It is highly recommended that further data collection survey from the viewpoint of Palestine as well as Jordan shall be covered so that new project on logistics improvement in Jordan Valley shall be always timely proposed at such event.

First Possible Solutions

- **Authorized Economic Operator designation were applied to Palestine Entities in 2019 April.**
- **Palestine freight owner can avoid security check at checkpoints and deliver their freight to Israel by the same vehicle without back-to-back.**
- **The owner needs to use Israel trucks and drivers.**
- **Apply the same idea to Palatine – Jordan trade**
- **Designate some companies in JAIP/PA as AEO**
- **Export AEO’s freight by Israeli trucks and Jerusalem drivers to Jordan via Allenby without Back-to-back.**
- **The Israeli truck can pickup and import freight from Jordan, without Back-to-back.**
- **Office Quartet may consider this idea in this year.**

Second level of the Possible Solutions:-

- **OSBP – One-stop Border Post**
- **OSBP will share the customs service’s each other**

The OSBP concept refers to **the legal and institutional framework, facilities, and associated procedures** that enable goods, people, and vehicles to stop in a single facility in which they undergo

necessary controls following applicable regional and national laws to exit one state and enter the adjoining state

- **However, the OSBP shall be promoted between the countries who exchanged trade facilitation agreements**

Third Level of Possible Solution:-

- **Single window.....**
- **– It describes the SW as "a facility that allows parties involved in trade and transport to lodge standardized information and documents with a single entry point to fulfill all import, export, and transit-related regulatory requirements**

Forth level of Possible Solutions:-

- **Telemetric application**
- **The real-time traffic flow of trucks in the Allenby border facility can be collected through the telemetric.**
- **Distribute GPS devices in the both ends and collect actual information.**
- **Users and planners can identify which section has difficulty in the procedure, find what kind of fluctuation of delays happened in the procedure, and estimate how many minutes needed to pass.**
- **Devices are cheap. 3G connection is enough.**
- **Young IT genius in JAIP incubation center can be involved for setting of IoT and web-services**

Appendix: Analysis of each questionnaire

1.Name of the company/group/individual and industrial category

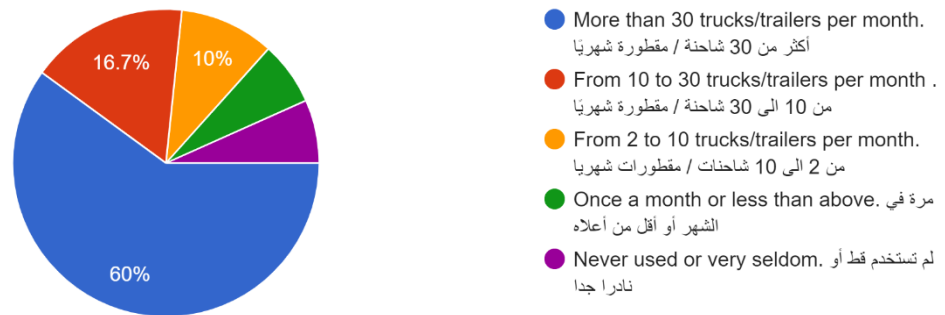
Name of the Company	Industrial category
Alraya Food Co	FOOD
SLOB Business and logistics solutions	Business and logistics
بال جاردينز الزراعية (Pal Gardens Agricultural)	زراعي (agriculture)
M abuein Daughtersgroup co.	retail - kids - babies wear
شركة السلام للتبريد (Al Salam Refrigeration Company)	تصنيع غذائي (Food)
Yasmin Checolate Factory	Industry (Import & Export)
Al Jibrini Dairy Factory	Industry Dairy
شركة الجبريني للالبان (Al-Jebrini Dairy Company)	صناعة المواد الغذائية (food)
Anabtwai Group	Trader & Processor
شركة نايس للمواد الغذائية (Nice Foodstuff Company)	صناعات غذائية (food)
Crown Freight Company	Freight
E freight	Shipment
Choice	Manufacture
Abu Baker Trading Company	Trading & Logistics
Al Shaar	Agriculture Dates Exporter
Bouraqa Freight Company	Shipper Company
Marbel & Stone Beit Fajar	Marbel & Stone
Royal Plastic Company	Plastic Manufacture
ZamZam Plastic Company -Hebron	Plastic Factory
Pride freight Co	Shipping
Bakri Trading Company	Shipping & Trading
Bonyan freight company	Shipment & Logistic
Kinan Logistic Co.	Trading & Logistic
Multi lock Doors Company	Multi lock factory & Trading
Waseel Logistic Company	Shipping & Logistic

Herbawi Mattresses Company	Mattresses Company
UNIPAL Trading Company	Trading & Logistics
Al Nakhel Company	Agriculture
Universal Mattress Company	Mattress Factory
Capi soft Drink	Soft Drinks

There were variety of industries. There were 9 food or agro-products companies, 13 trading and logistics companies, 7 manufacturing and 1 mining producer.

3.2. Amount per month of the use of KHB المبلغ الشهري لإستخدام جسر الملك حسين

30 件の回答

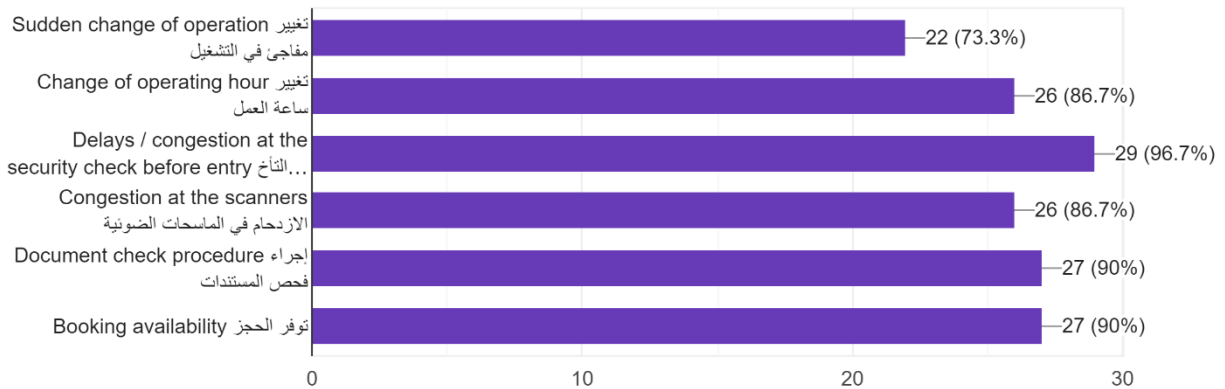


60% of answers use the KHB frequently. This summary covers actual idea of “heavy” users.

4.1. What kind of information for freight operation is needed to be delivered to freight operators? ما

نوع المعلومات اللازمة لعملية الشحن المطلوب تسليمها إلى مشغلي الشحن؟

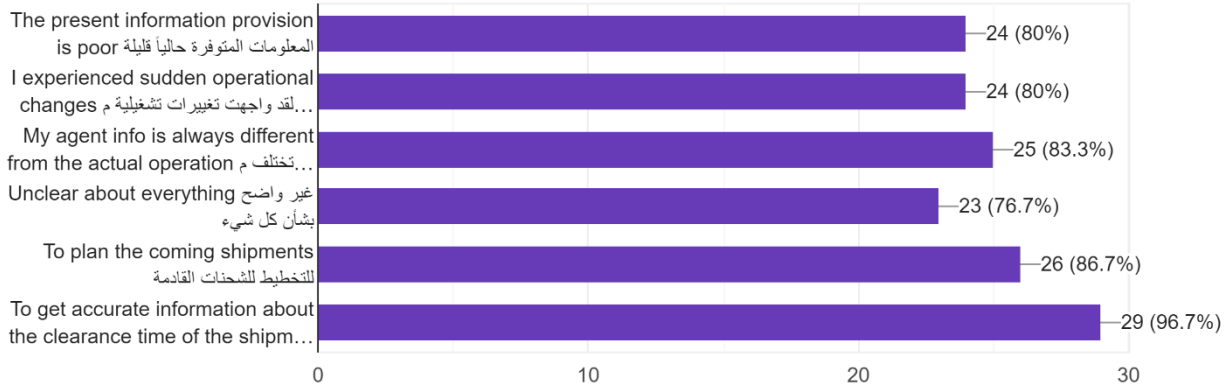
30 件の回答



There are much difference in needed category of information, however, delay information is commonly needed.

4.1.1. Why do you think such information are needed? لماذا تعتقد أن هذه المعلومات مطلوبة؟

30 件の回答

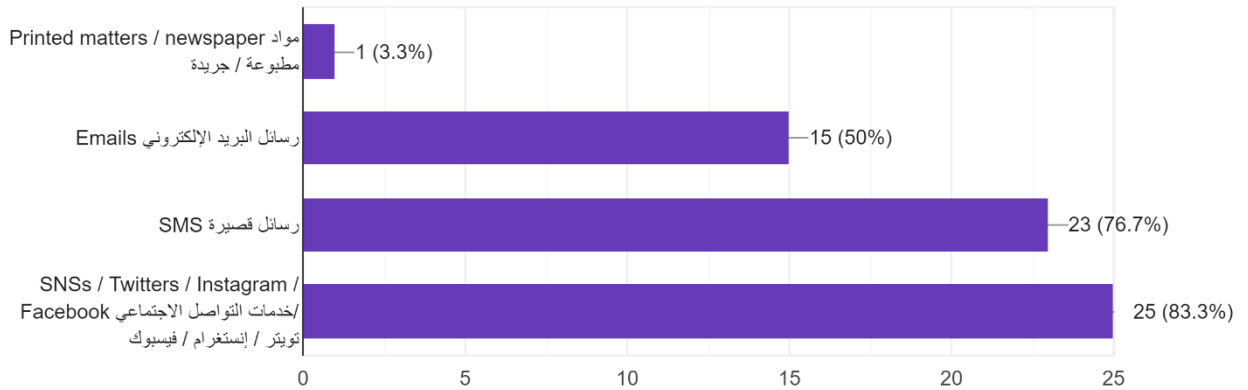


Because the freight operators needs to achieve their schedule and need accurate condition of KHB operation.

4.2. What kind of Platform should be used for such information delivery? ما نوع المنصة التي يجب استخدامها؟

لإيصال هذه المعلومات؟

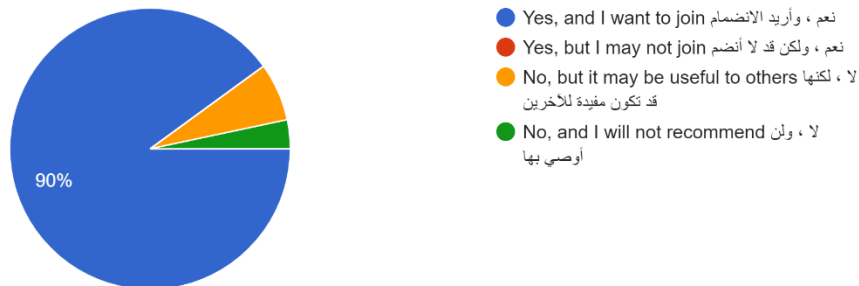
30 件の回答



Users are relying on digital media, not paper media.

4.3. If there are SNS groups for informing freight procedure or operational information in Arabic at KHB/Allenby, is it useful to your operation? إذا كانت هناك مج...اللغة العربية في جسر الملك حسين / اللبني، فهل هي مفيدة لعملك؟

30 件の回答



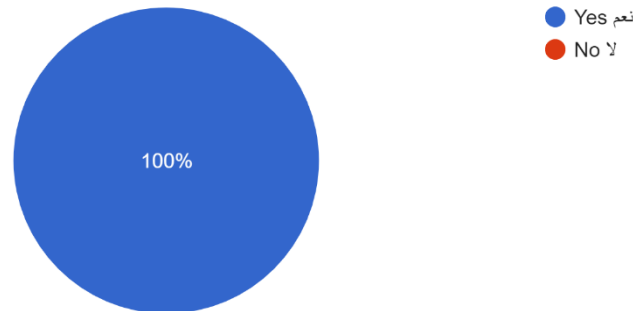
The users strongly desired to join a SNS group for KHB operational information.

4.4. If there is a KHB freight terminal users club, under a partnership between IAA and Palestine freight group, assisting sharing information of border op...
 ادل المعلومات حول العمليات على المعبر، فهل هو مفيد لعملك؟
 30 件の回答



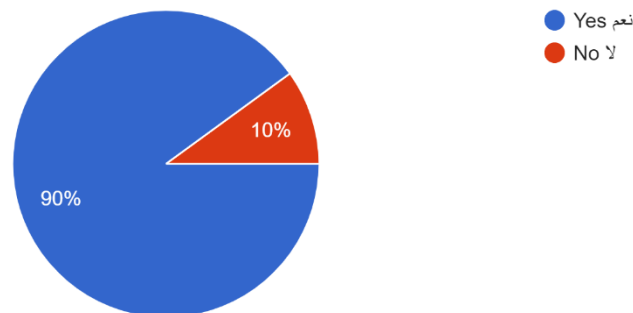
The users strongly desired to join a border users club.

4.5. If there are notification services for congestion situation in SNS or website, is it useful to your operation?
 ان هناك خدمات للإبلاغ عن حالة الازدحام على المعبر... عبر خدمة التواصل الاجتماعي أو موقع الويب، فهل هذا مفيد لعملك؟
 30 件の回答



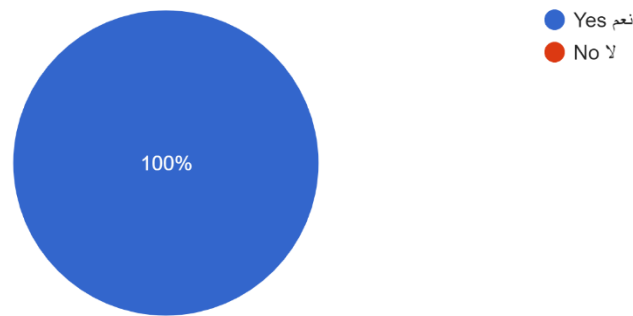
Such digital notification through the digital media has potential to attract the users strongly.

4.6. If there is a system to book the security check procedure at Allenby entry, is it profitable to your operation?
 إذا كان هناك نظام لحجز إجراءات الفحص الأمني عند دخول اللنبي، فهل هو مربح لعملية التشغيل الخاصة بك؟
 30 件の回答



Booking system for security check is also needed by the users.

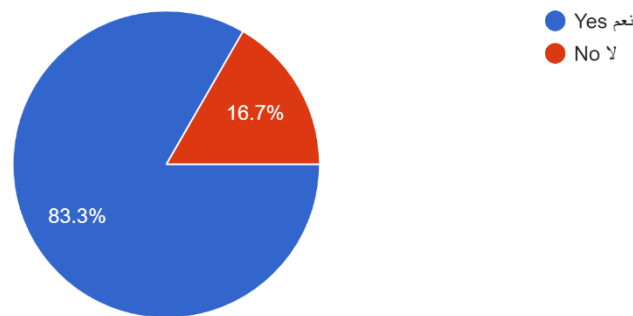
4.7. If AEO (authorized economic operator) is applicable at Allenby and AEO can skip the security procedure, is it profitable to your operation? إذا كان المشغع... الاقتصادي المعتمد تخطي إجراءات الأمن ، فهل هذا مربح لعملك؟
30 件の回答



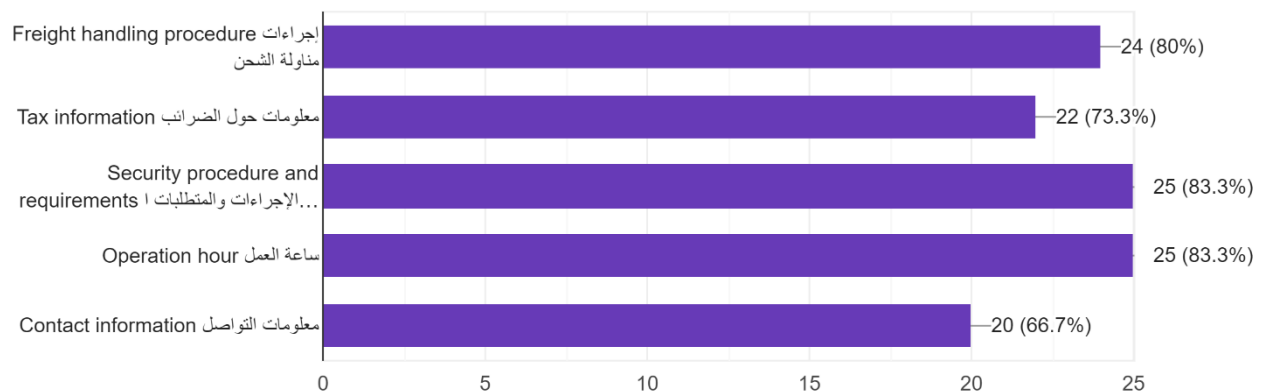
AEO's idea will be strongly supported by the users. AEO for Palestinian to Israeli market is started in 2019 and most freight owners and operators understand what is AEO in Palestine.

Assessment of Existing Media and information provision

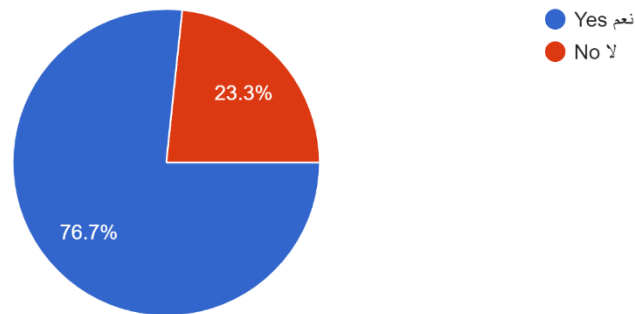
5.1. Have you accessed the website of the IAA's KHB/Allenby before? هل قمت بزيارة الموقع الإلكتروني لهيئة؟
المطارات الإسرائيلية لجسر الملك حسين/اللنبي من قبل؟
<https://www.iaa.gov.il/en/land-border-crossings/alenbi/>
30 件の回答



5.2. If yes, for what purpose have you accessed the website? إذا كانت الإجابة بنعم، لأي غرض زرت هذا الموقع؟
30 件の回答

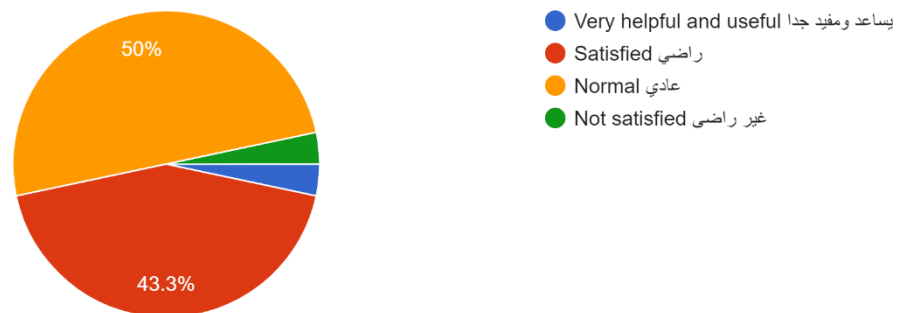


5.3. Did you succeed to get the information from the website? هل نجحت في الحصول على المعلومات من الموقع؟
30 件の回答

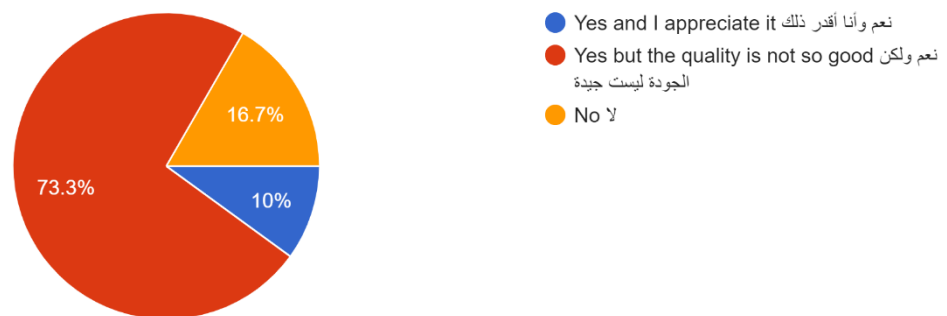


Majority of users have accessed to the IAA/KHB website and succeeded to get needed information.

5.4. How do you assess the quality of information? كيف تقيم جودة المعلومات؟
30 件の回答



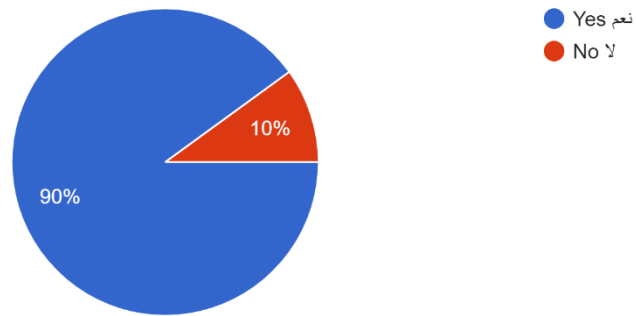
5.5. Did you know that the IAA KHB/Allenby website have three languages (Arabic, English, and Hebrew)? هل تعلم أن الموقع الإلكتروني لهيئة المطارات الإسرائيلية...ك حسين/اللنبي يحتوي على ثلاث لغات (العربية والإنجليزية والعبرية)؟
30 件の回答



5.6. Such variety of language will help you to get information of the operation? هل سيساعدك هذا التنوع في

اللغة في الحصول على معلومات عن التشغيل؟

30 件の回答



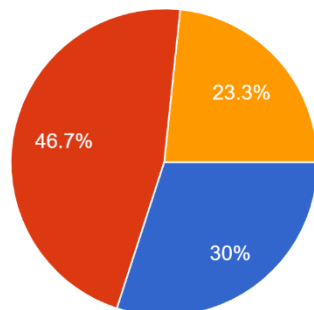
Basically, the users are mediocre impression on the IAA/KHB web info, but they does not satisfy its quality of Arabic, but they appreciate such multilingual information.

Other website

6.1. Reshmot: Israeli official gazette ريشموت: الجريدة الرسمية الإسرائيلية

<https://www.justice.gov.il/Ar/Units/Reshomot/Pages/Default.aspx>

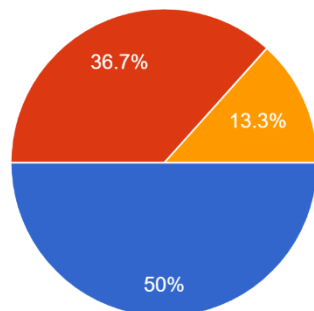
30 件の回答



- Yes I use, and it is useful وهي مفيدة
- Yes, I use, but not useful نعم، أنا أستخدمها لكنها ليست مفيدة
- No I don't use لا، أنا لا أستخدمها

6.2. Ashdod port ميناء أشدود <https://www.ashdodport.co.il/english/Pages/HomePage.aspx>

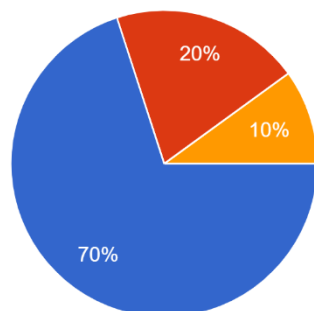
30 件の回答



- Yes I use, and it is useful وهي مفيدة
- Yes, I use, but not useful نعم، أنا أستخدمها لكنها ليست مفيدة
- No I don't use لا، أنا لا أستخدمها

6.3 Haifa Port ميناء حيفا <https://www.haifaport.co.il/en/>

30 件の回答

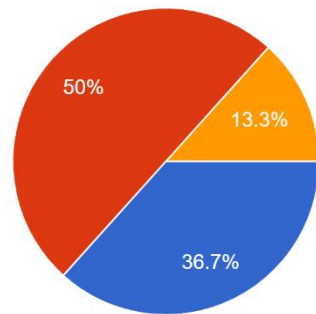


- Yes I use, and it is useful وهي مفيدة
- Yes, I use, but not useful نعم، أنا أستخدمها لكنها ليست مفيدة
- No I don't use لا، أنا لا أستخدمها

6.4 KHB/ Allenby Bridge **جسر الملك حسين / النبي**

<https://www.iaa.gov.il/ar/land-border-crossings/alenbi/about/>

30 件の回答

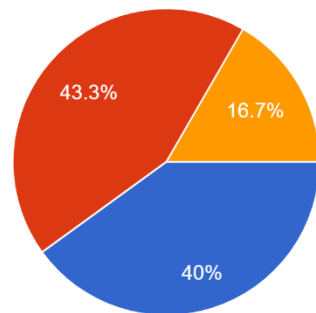


- Yes I use, and it is useful وهي مفيدة
- Yes, I use, but not useful نعم، أنا أستخدمها ولكنها ليست مفيدة
- No I don't use لا، أنا لا أستخدمها

6.5. Official Website for Israeli Government – e- Government **الموقع الرسمي للحكومة الإسرائيلية - موقع الحكومة الإلكتروني**

<https://www.gov.il/ar>

30 件の回答

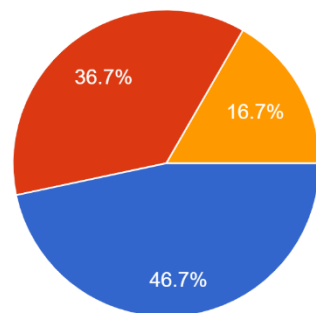


- Yes I use, and it is useful وهي مفيدة
- Yes, I use, but not useful نعم، أنا أستخدمها ولكنها ليست مفيدة
- No I don't use لا، أنا لا أستخدمها

6.6. Israel Tax Authority and Customs **سلطة الضرائب والجمارك الإسرائيلية**

https://www.gov.il/ar/departments/topics/customs_israel_tax_authority

30 件の回答

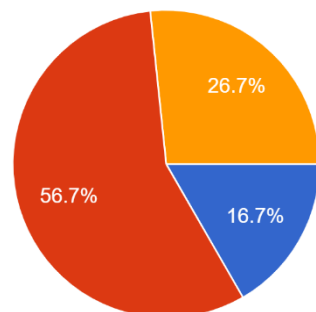


- Yes I use, and it is useful وهي مفيدة
- Yes, I use, but not useful نعم، أنا أستخدمها ولكنها ليست مفيدة
- No I don't use لا، أنا لا أستخدمها

6.7. PalTrade website **موقع بال تريد الإلكتروني**

<https://paltrade.org/ar>

30 件の回答

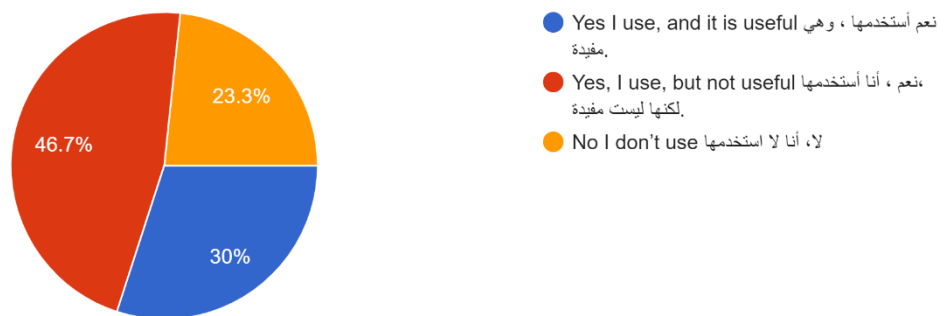


- Yes I use, and it is useful وهي مفيدة
- Yes, I use, but not useful نعم، أنا أستخدمها ولكنها ليست مفيدة
- No I don't use لا، أنا لا أستخدمها

6.8. Palestine, Ministry of National Economy <http://www.mne.gov.ps/> ، وزارة الاقتصاد الوطني فلسطين ، 30 件の回答



6.9. Jordanian Customs <https://www.customs.gov.jo/ar/index.aspx> الجمارك الأردنية ، 30 件の回答



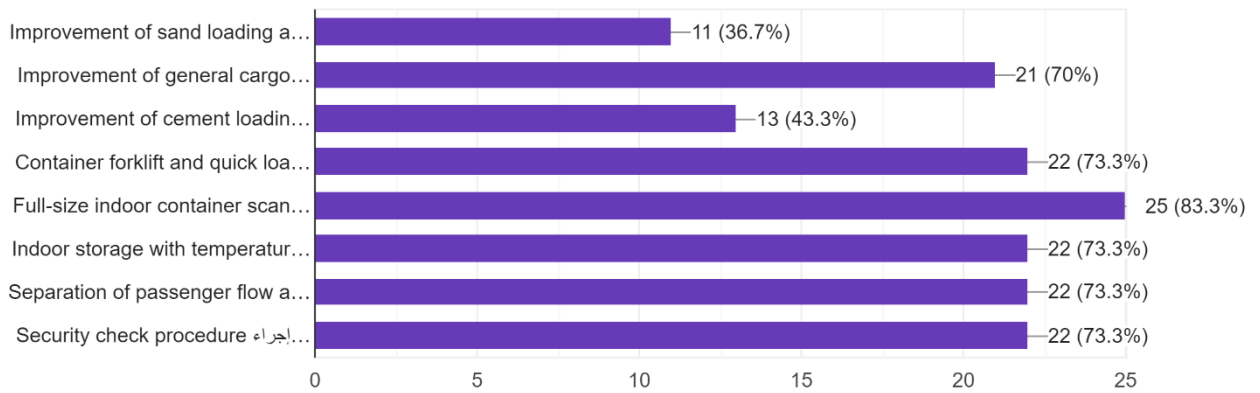
6.10. Jordanian Customs Mobile Apps <https://play.google.com/store/apps/details?id=jo.customs.jc> تطبيقات الجوال للجمارك الأردنية ، 30 件の回答



Among the 10 websites above, the Haifa port’s website was most appreciated by users. . Security procedures at the West Bank commercial crossing points are neither consistent nor standardized. Imports from Ashdod and Haifa are sometimes permitted to pass without scanning and manual inspection, but all goods must be offloaded from the Israeli truck and reloaded into a truck with Palestinian registration (“the back-to-back system”). Conversely, Palestinian exports must first pass through the relevant West Bank commercial crossing points and go through the inspection process, and are then transported to the relevant Israeli port. The goods that are not permitted to be shipped in containers are required to arrive at the port at least 48–72 hours before the expected departure date to undergo expensive stuffing into containers.

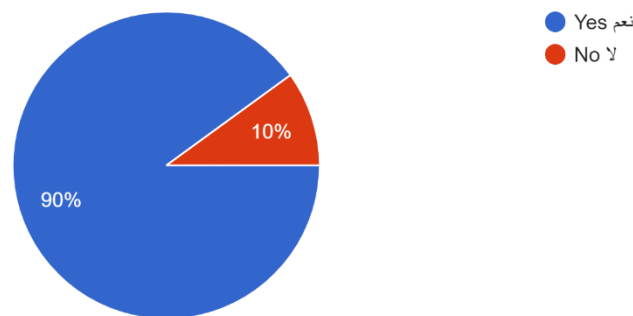
Assessment of recent Improvement of KHB

7.1. Do you know the recent physical upgrade of KHB/Allenby freight terminals during 2018-19? (tick on all applicable answers)? هل لديك معلومات عن التحسينات ال... عام 2018-2019؟ (ضع علامة على جميع الإجابات القابلة للتطبيق)؟
30 件の回答

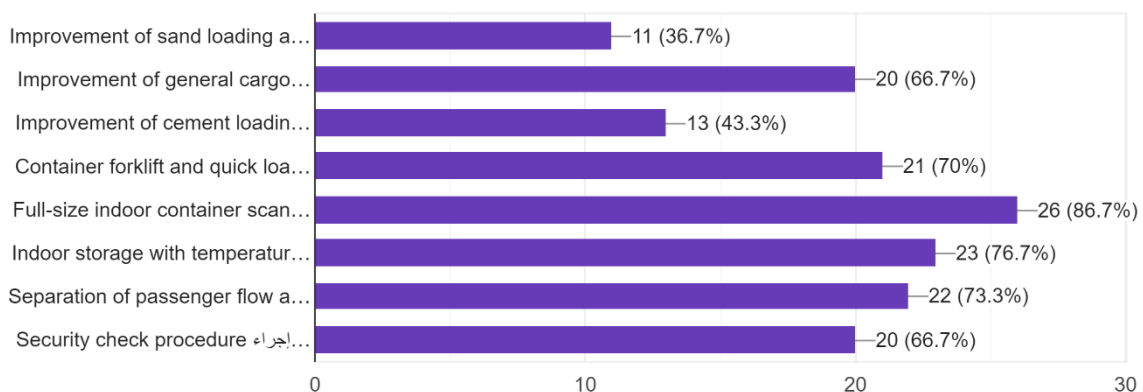


Majority knows about the improvement of container scanner, separation of passenger flow from freight, but sand loading site improvement are not informed to citizens.

7.2. Have your freight delivery activities improved after those improvements around 2018? هل تحسنت أنشطة توصيل البضائع الخاصة بك بعد تلك التحسينات التي جرت حوالي عام 2018؟
30 件の回答

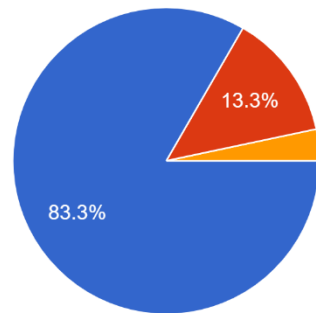


7.3. Please specify which facilities has improved your delivery activities يرجى تحديد المرافق التي حسنت أنشطة التسليم الخاصة بك
30 件の回答



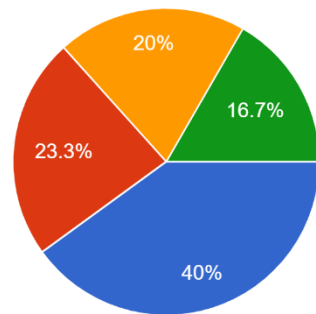
And the users appreciate the improvement in 2018-19 are positively influenced to their operation, particularly for the full size container. Indoor storage and separation of flow are also appreciated.

7.4. After the installation of full-size container scanner in 2018 in Allenby, the 1.30 meter height limit of the pallets for scanning at Allenby had been eliminate...هل لديك معلومات عن هذا التحسين؟
30 件の回答



- Yes, I changed the operation based on this information نعم ، لقد غيرت اجراءات الشحن الداخلية بناء على هذه المعلومات
- Yes, but I did not change the operation because of other reason. Please specify the reason نعم ، لكنني لم أغير العملية لاي سبب آخر. الرجاء تحديد السبب
- No, I did not know and kept my operation as before لا ، لم أكن أعرف وبقيت عمليتي كما كانت من قبل

7.5. How did you get such improvement information? كيف حصلت على معلومات التحسين هذه؟
30 件の回答

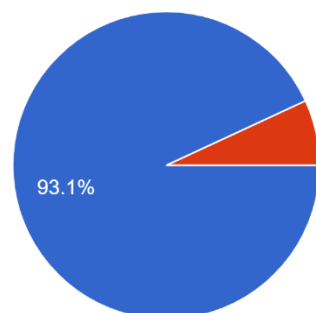


- From IAA من هيئة المطارات الإسرائيلية
- From other government agency من جهة حكومية أخرى
- From my agent من وكلي
- From my freight forwarder من وكيل الشحن الخاص بي
- From my friend, family, etc من أصدقائي ، عائلتي

Majority knows about the installation of full size container scanner and it is informed by IAA.

Assessment of Back-to-Back operation

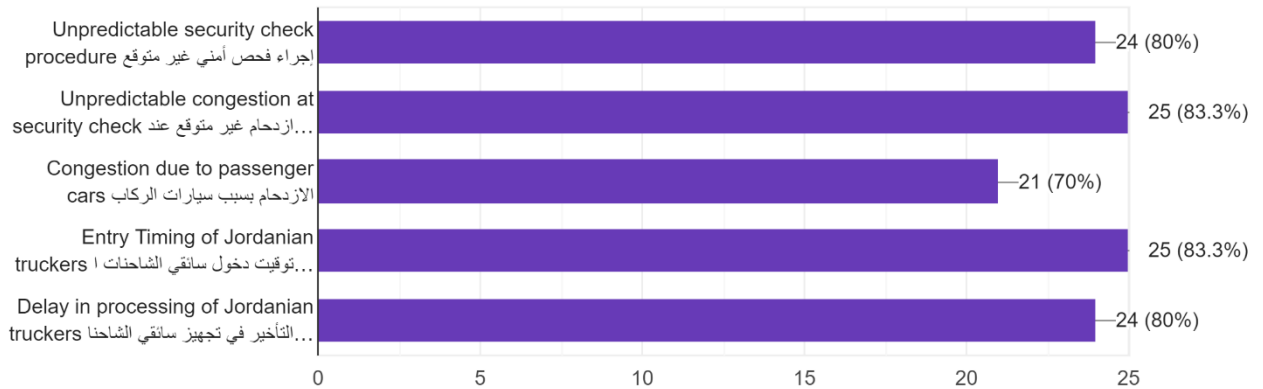
8.1. Is there any difficulty to keep proper time of pick-up imported goods from Jordan at Allenby? هل يوجد صعوبة في الاحتفاظ على وقت استلام البضائع المستوردة من الأردن في النبي؟
29 件の回答



- Yes نعم
- No لا

8.2. What is the reason of difficulty to keep your time for pick-up? ما هو سبب المعوقات امامكم في الحصول على البضائع بسرعة وبوقت قصير؟

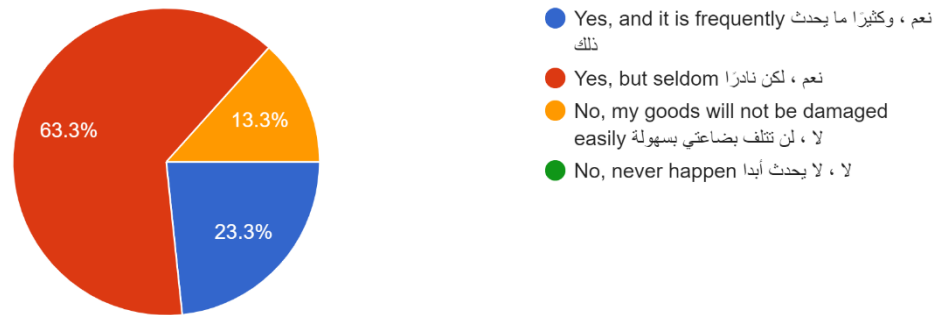
30 件の回答



The time schedule of freight matching is quite difficult for all, and there are various complicated reasons.

8.3. Have you experienced damages on goods due to delay of picking up? هل واجهت أضرار على البضائع بسبب التأخير في إستلامها؟

30 件の回答



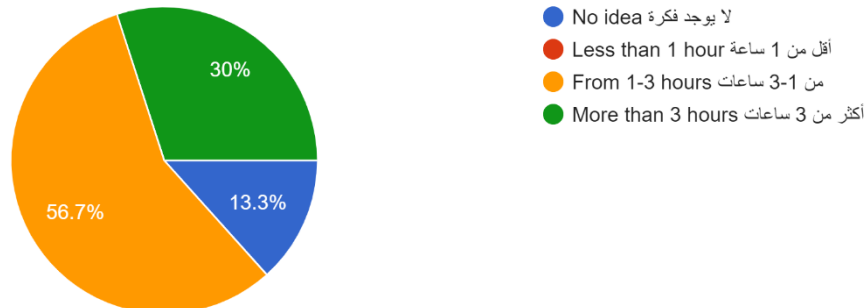
The actual damage on goods will not happen frequently, but it still happens and such risk will be impediment of logistics services.

8.4. Based on your experience, how is your satisfaction or issues for the present Back-to-back operation? بناءً على تجربتك ، ما هو مدى رضاك أو ما هي المشاكل في عملية التحميل المباشر من شاحنة لآخرى ؟
30 件の回答

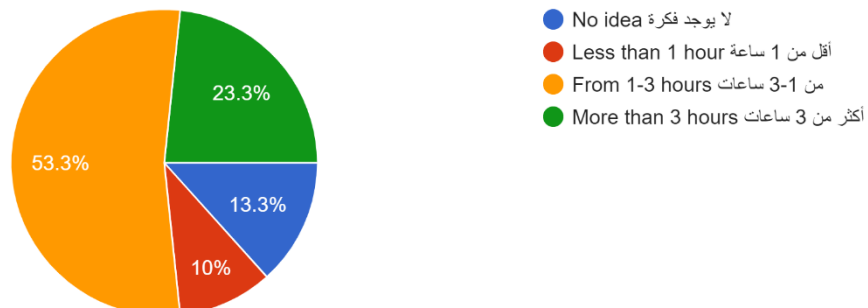


The majority are not satisfied the Back-to-back operation, but some has adjusted their operation with the difficulty.

8.5. If you need to do the back-to-back operation for more than Three trailers, how many hours are needed from entry in the site to going out from the site? فكم عدد الساعات اللازمة من دخول الموقع إلى الخروج منه؟ ، ...
30 件の回答



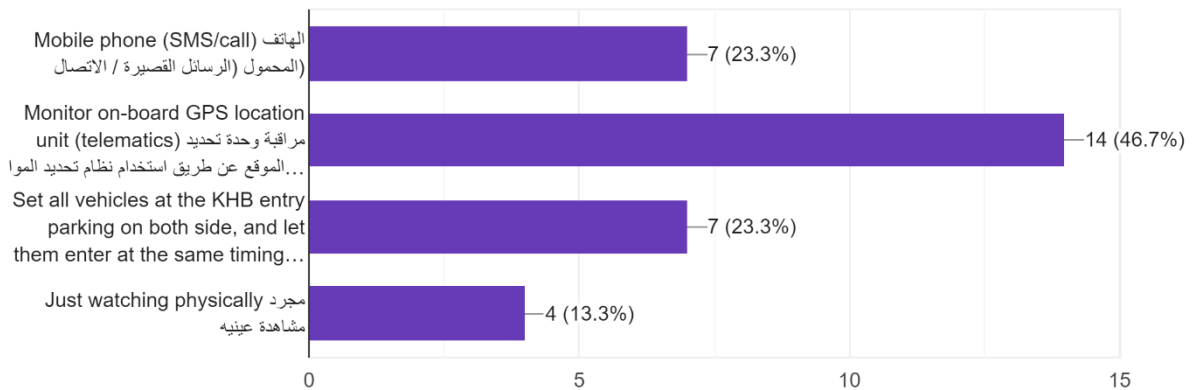
8.6. If you need to do the back-to-back operation for more than five trailers, how many hours are needed from entry in the site to going out from the site? فكم عدد الساعات اللازمة من دخول الموقع إلى الخروج منه؟ ، ...
30 件の回答



Perhaps they are difficult inquiries for them, however, 3-5 hours are needed to complete the operation.

8.7. How do you control and monitor the vehicle entering timing in the KHB site with Jordanian vehicles? كيف تتحكم وتراقب توقيت دخول السيارة الى موقع جسر الملك حسين بالمركبات الأردنية؟

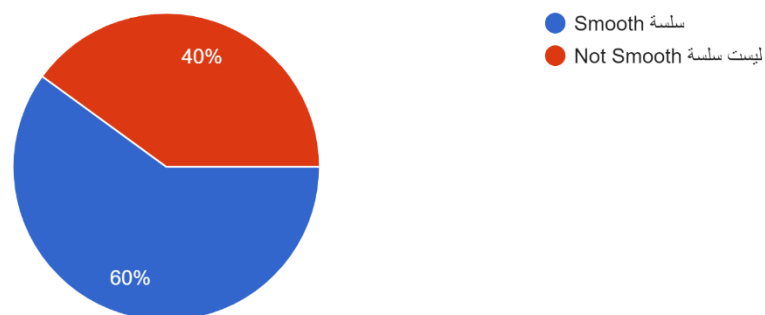
30 件の回答



People has applied the GPS on-board unit to monitor the operation in KHB. The monitoring information can be shared among the operators to estimate the delays and difficulties.

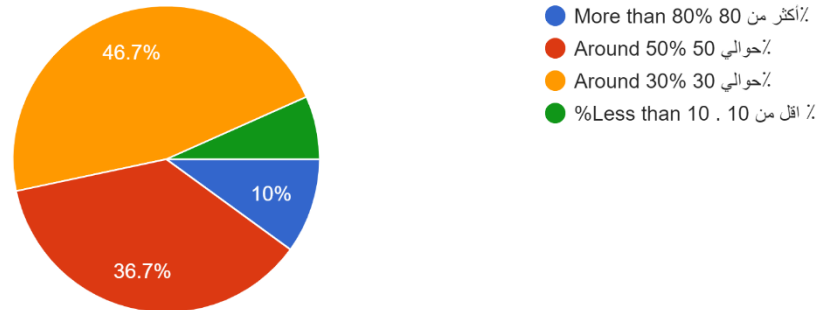
8.8. What is your idea for customs clearing procedure in the KHB? If you assess it is not smooth, what is the reason? ما هي فكرتك عن إجراءات التخليص الجمركي في جسر الملك حسين؟ إذا كنت تعتقد أنها ليست سلسة ، فما السبب؟

30 件の回答

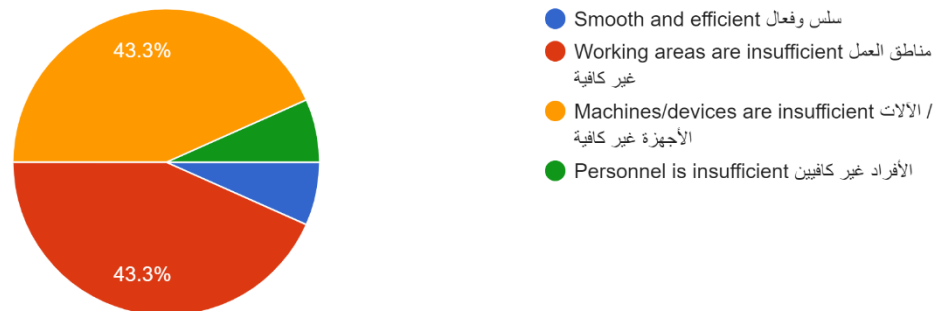


The present operation in KHB are appreciated positively by 60% of users.

8.9. What is the ratio of the direct inspection selection of cargo in KHB for importing goods from Jordan to Palestine? ما نسبة اختيار الفحص الخاص المباشر للبضائع في جسر الملك حسين لاستيراد البضائع من الأردن إلى فلسطين?
30 件の回答

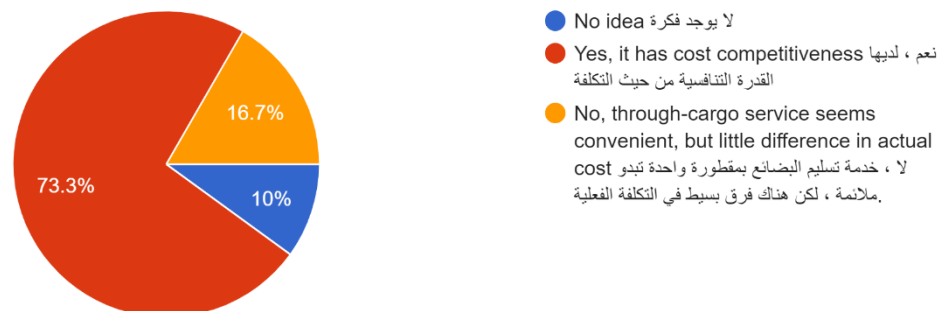


8.10. How do you assess the procedure of the direct cargo inspection? كيف تقيم إجراءات فحص البضائع المباشرة
30 件の回答



Usually, the inspection would be done by scanners, but some are randomly picked and inspected. Among the user, the pick-up ratio is 30-50%, relatively higher than other border crossings, and physical inspection itself is has a bit shortage in working area, machines, etc.

8.11. If you compare the back-to-back operation and the through-cargo-delivery with a same trailer, do you assess that the through-cargo-delivery has ...? قطورة ، فهل تقيم أن التسليم بنفس المقطورة له تكلفة تنافسية؟
30 件の回答



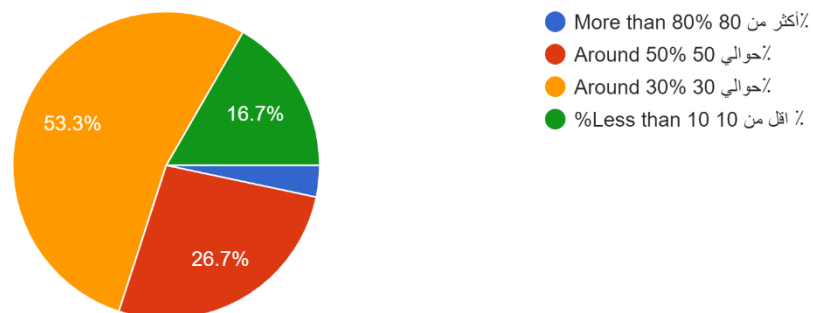
Of course, the door-to-door operation is ideal for logistics service providers and owners, but interestingly, some says they can work with the back to back.

8.12. If there is a tracking/telematics platform for your receiving shipments from Jordan, for realize the vehicle matching and on-time pick-up in KHB, do you ...? هل تريد الانضمام؟ م في الوقت المحدد في جسر الملك حسين ، نعم ، ولكن قد لا انضم
 30 件の回答



This inquiry asking “....do you want to join such service?”. The GPS tracking services can be acceptable for users majority.

8.13. What is the ratio of the direct inspection selection of cargo in KHB for exporting goods from Palestine to Jordan? ما هي نسبة اختيار الفحص المباشر للبضائع في جسر الملك حسين لتصدير البضائع من فلسطين إلى الأردن؟
 30 件の回答



Similar to the previous inquiry (Q8.9), 30-50% sampling were done in KHB.

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JAIP ロジスティクス調査結果

Attachment-21: Second Field Study Report by JICA JAIP project Logistics Expert Team JAIP (July 2022)

1. Background

1.1 Outline of the Activities 2-6 & 2-7

Regarding the study related to the JAIP Logistics Terminal Function and Palestinian import/export facilitation, JPT's (JICA Project Team, and its logistics experts) activities can be summarized mainly from the following six perspectives.

- (1) **[Facilitation of Trade Procedures]** This is the main focus of Activity 2-7. The main policy that can be referred to is the designation of Palestinian operators as AEOs (Authorized Economic Operators) by Israel, a logistics improvement measure proposed by USAID since 2012, whereby Palestinian logistics operators with a proven track record are not forced to do B2B (Back-to-back operation, forced freight transfer under Israeli ownership at checkpoints). This proven concept can be a reference for Allenby operation and simplification of import/export procedures. The Office of Quartet (OQ) also supports the AEO application concept and Direct Transfer services.
- (2) **[Shuneh Terminal Development]** Opposite the Allenby terminal, the Shuneh terminal expansion plan in Jordan has been materializing since around 2017. This development should be in line with JAIP's logistics terminal development concept, which will be related to the task 2-6.
- (3) **[Regional Demand]** The demand trends in Palestine, Jordan, and the Middle East region as a whole. It is necessary to consider JAIP's terminals marketing position in the context of economic collaboration between Israel and the Middle East. [Task 2-6]
- (4) **[Allenby/KHB Operations]** Israel and each development partner have materialized improvement, and a large scanner was installed in 2017. This is also related to the JAIP terminal functions.
- (5) **[Supporting the Four Countries' Consultation]** This is the main focus of the Activity 2-7, which supports the consultation on Allenby/KHB operation, facilitation of trade procedures, etc.
- (6) **[Exclusive Road Development]** This project is to support the discussions on the facilitation of Allenby operation and import/export procedures, etc.

1.2 Finding in the First Site Visits in 2019

JPT conducted first visit in 2019 and found the followings.

- (1) **[Facilitation of Trade Procedures]** Visited three AEO-designated companies to assess the efficiency improvement of cargo transportation to Israel through the introduction of AEO, and noted the possibility of introducing a similar system to Allenby/KHB.
- (2) **[Shuneh Terminal Development]** Visited officials involved in the development of the Shuneh terminal in Jordan and confirmed little progress.
- (3) **[Regional Demand]** visited the container consignment/de-banning facility at the Port of Aqaba, Jordan, and discussed the possibility and importance of its interaction with the Shuneh Terminal and the JAIP Terminal.
- (4) **[Allenby/KHB Operations]** visited operational sites in Allenby and assessed recent facility improvements, and indicated directions for improvement (pointing out B2B issues, continuing pallet operation and improving waiting procedures rather than promoting containerization due to market size in the region).
- (5) **[Supporting the Four Countries' Consultation]** There was no actual holding of the talks.
- (6) **[Exclusive Road Development]** Progress regarding dedicated roads was confirmed with the Engineers in Palestine.

1.3 Movement in Year 2020-2022

Covid-19 made it difficult to conduct field surveys during 2020 and 2021. Major movements during that period are shown below.

- (1) **[Facilitation of Trade Procedures]** The numbers of AEO designated companies were 12 in April 2019, but expanded to 21 by 2022.
- (2) **[Shuneh Terminal Development]** PFI solicitation for the Shuneh terminal development and operation has begun since April 2022.
- (3) **[Regional Demand]**
 - A/KHB cargo increase: 57,144 units in 2020 to 75,488 units in 2021, a 32% increase. Due to increase of freight costs in Haifa and Ashdod Ports of Israel, also due to the temporary closure of the Suez Canal in March 2022.
 - Establishment of JPACO (Jordan Palestine Agricultural Products Marketing Company) to promote exports of Palestinian agricultural products.
- (4) **[Allenby/KHB Operations]** Pilot project for introduction of 20Ft container for EU and MONE in Feb 2022. (Eventually only 5 containers passed through). 40Ft container experiment also conducted in September 2022.
- (5) **[Supporting the Four Countries' Consultation]** There were several possibilities to start talks during this period, but the holding of the talks has not been realized.
- (6) **[Exclusive Road Development]** There was almost no progress.

1.4 Objectives of the 2nd Field Study

In response to the movements and trend above, the following activities were planned and conducted.

- (1) **[Facilitation of Trade Procedures]** Discussion with OQ on the direction of Direct Transfer and acquisition of baseline data.
- (2) **[Shuneh Terminal Development]** Confirmation of the progress of the project with the parties concerned to the Shuneh terminal development in Jordan, and discussion on possible cooperation with JAIP.
- (3) **[Regional Demand]** Expectation of JPACO's activity policy for JAIP terminal development, possibility of collaboration.
- (4) **[Allenby/KHB Operations]** Evaluation of containerization, etc.
- (5) **[Supporting the Four Countries' Consultation]** Participation to the Four-Party Talks if they are realized.
- (6) **[Exclusive Road Development]** Progress check.

The schedule of the field visit was as follows:

- 17-19 July: Initial interviews in Ramallah or Jerusalem,
- 19 afternoon – move to JOR via KHB,
- 20-21 (Wed-Thu) interviews in Jordan / Amman –
- 22 (Fri) holiday in Amman- move to Ramallah on the 23th afternoon
- 24-28(Sun-Thu) – second interviews in Ramallah/Jerusalem

2. Findings

2.1 Trade Procedure Facilitation

This section will summarize the recent OQ's movement, the AEO movement in Israel, and summarize the JPT's proposal to acquire baseline data.

(1) Conceptual Ideas for Trade Facilitation by OQ interviews

The following summarizes the findings in the discussion with Mr Michael Neuwirth of OQ.

- The Door-to-Door (D2D) policy in Allenby should be called as “Direct Transfer”. (D2D is used for Israel-Pal's trade facilitation with AEO arrangement). JPT needs to use the terminology “Direct Transfer” to keep consistency.
 - D2D (AEO designation) is after all an arrangement within Israel, and it is impossible to simply apply D2D concept to the Direct Transfer among Israel/PA and Jordan.
- OQ is willing to expand the D2D (AEO) from large companies to SMEs in Palestine.
- OQ seems to focus more on Direct Transfer of import procedures from Jordan to Pal, especially cement and plastic raw material imports.
 - Instead, JPT would like to focus on exports from Palestine and SME promotion centering on exports of processed agricultural products, following the project objective.
- Conveyor belt installation for sand/rock delivery from Jordan to Palestine within Allenby: OQ was positive to the concept, but the scope is not clear among the parties involved:
 - IAA/Jordan's idea is about 200m between the sand pit within Allenby and the open Jordanian land just opposite, but Palestine (MONE) wants to extend the conveyor belt to the back of the passenger terminal near JCT 128. Palestine (MONE) wants to extend the conveyor belt to the back of the passenger terminal near JCT 128 (about 7 km). it depends on what the IAA thinks about maintenance and operation costs.
 - OQ considers IAA is reasonable if the initial investment can be covered by foreign grants and the operation costs can be borne by the users, IAA will be in favor of introducing the system. Alternatively, Allenby may have some budgets to develop by themselves.
 - Note that the sand, aggregates and rocks are the biggest export material in tonnage, and it can be estimated that the conversion to conveyor belt from truck delivery may reduce 25% of traffic at the Bridge, which will be a large impact.
- Assessment of the EU's container experiment
 - The EU conducted a container experiment in March 2022, but only 5 containers were moved in the end. Although subsidized in terms of price, OQ considers that there is little sustainability in demand considering the empty container arrangements, severe restrictions of pallet use in containers for security purpose, etc.
 - EU are planning to continue the experiment using 40Ft containers in August/Sep 2022, though.



Source: JICA Project Team

Figure-1: First 40ft Container Delivery in September 2022¹

¹ <https://english.wafa.ps/Pages/Details/130488#>

(2) AEO Designation Expansion

The following table indicates the 21 AEO-designated companies. The companies shaded with orange are newly added 9 companies after 2021. ZmZM, Herbawi, and AlQandeel have already been visited by JPT in October 2019. Currently, relatively large companies are designated, but OQ expects the targets to expand to smaller and medium companies in the future.

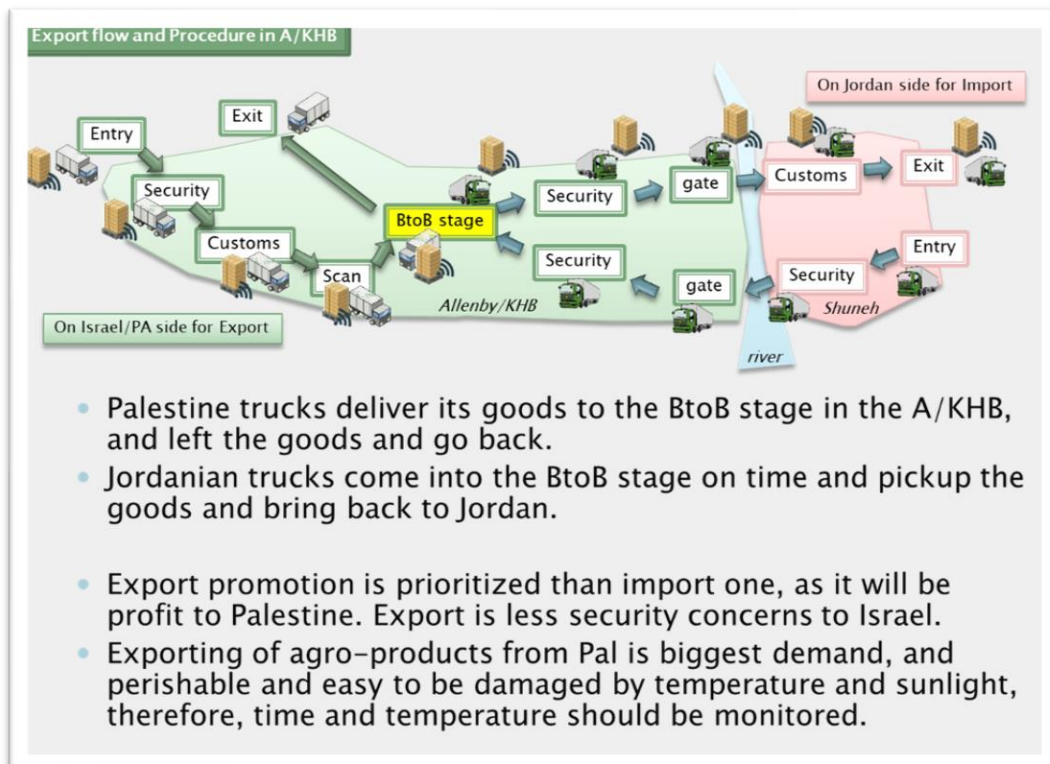
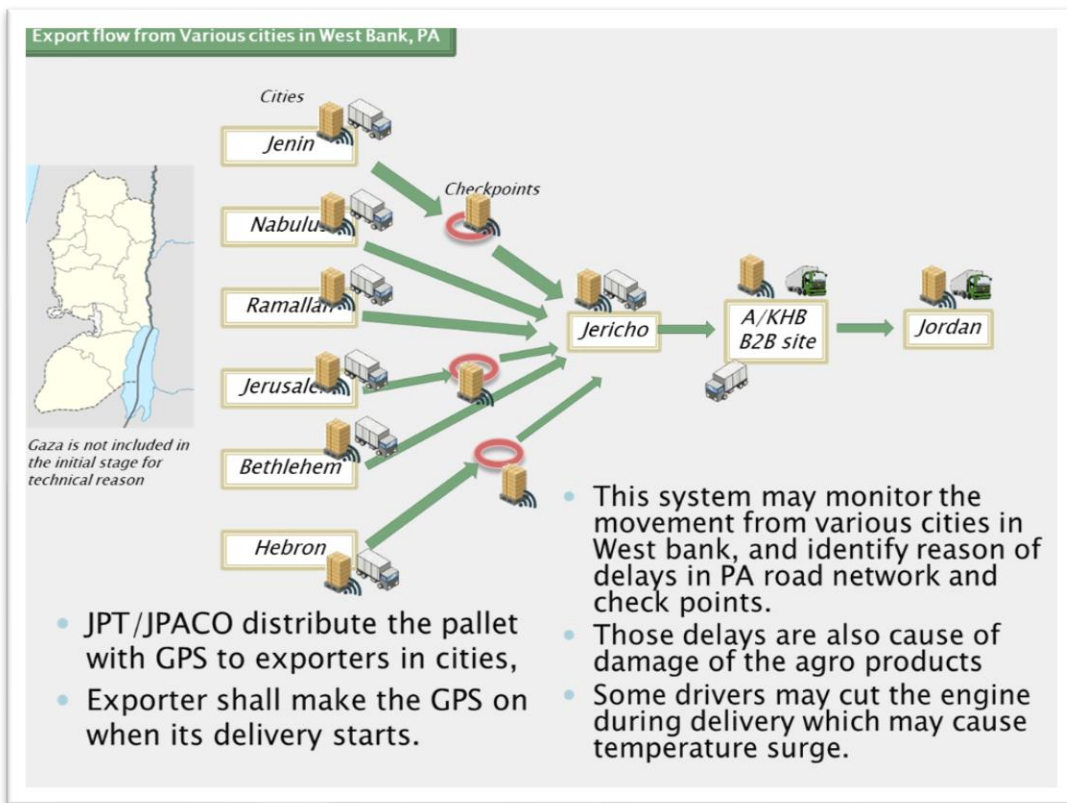
Table-1: AEO Designated Companies in Palestine (as of Jul 2022)

	Company Name	Starting Date	Area
1	Royal Plastics Company	March, 2018	Hebron
2	Overseas Company	March, 2018	Hebron
3	APECO	May, 2018	Hebron
4	Al-Ramez Company	May, 2018	Hebron
5	ZMZM Plastics Company	July, 2018	Hebron
6	Al-Jibrini Dairy Products	February, 2019	Hebron
7	Al-Qandeel Company	February, 2019	Hebron
8	Crystal Abu Sneineh	February, 2019	Hebron
9	Herbawi Mattresses	February, 2019	Hebron
10	Golf Plastics Company	February, 2020	Hebron
11	Al Anan Stone and Marble	February, 2020	Hebron
12	Super Nimer Company	June, 2020	Hebron
13	Sharabati Stone and Marble Company	June, 2020	Hebron
14	Paper Industry Company	July ,2020	Hebron
15	Univesral Company	September, 2020	Hebron
16	Al Khulood Furniture Company	June, 2019	Nablus
17	Obaid Furniture Company	July, 2019	Nablus
18	Anabtawi Furniture Company	August, 2019	Nablus
19	Herbawi Mattresses Nablus	March, 2021	Nablus
20	Orastel Furniture Company	April, 2021	Nablus
21	Ithmar Plastics Company	June, 2022	Nablus

Source: OQ

(3) Concept of Baseline Data Surveys

JPT proposed to application of Telematics to monitor customs clearance and security check procedure in Allenby/KHB sites and movements in Palestine as baseline data of the state of the practices of logistics services, in accordance with the presentation below. The OQ agreed that the data would be very useful if the survey is actually conducted, and there is no experiences of such surveys in Allenby/KHB.



Source: JICA Project Team

Figure-2: Concept of Telematics Survey for Palestine/AKHB/Jordan Trade

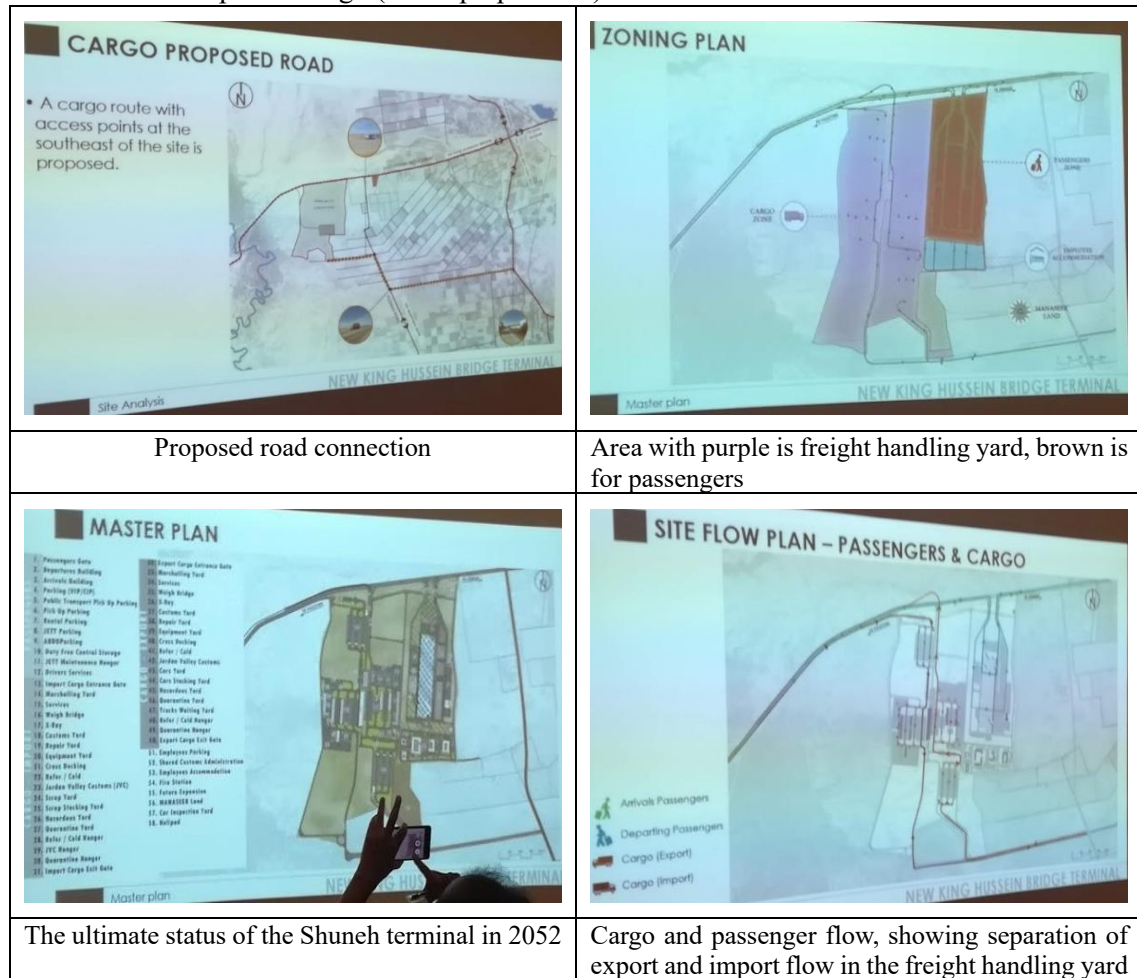
2.2 Shuneh Terminal Development

JPT visited the Ministry of Public Works and Housing, Government of Jordan, and World Bank IFC office in Jordan, the project entities of the Shuneh terminal development, and obtained the following information.

- The Bid process for the Shuneh PFI site development has been delayed a bit; the PQ (pre-qualification) deadline was supposed to be in July 2022, but it has been pushed back to the beginning of August. However, they are working to ensure that it will be implemented, and since it is a PPP/PFI project, they cannot say what exactly they will do yet (to be decided by the private sector).
- The Israel - Jordan Trade Agreement dated 3rd Nov 2021 announced² plans to expand Jordan to PAL exports from 150MUSD to 700MUSD. This is a big deal and will affect the PPP/PFI project.

It is noted that the teaser for potential PFI operators is a confidential material, so it cannot be presented in this report.

<Photos of Conceptual Design (under preparation) of Shuneh>



Source: JICA Study Team

Figure-3: Shuneh Terminal Development Concepts

² <https://www.al-monitor.com/originals/2021/11/israeli-jordanian-economy-ministers-sign-west-bank-export-deal>
<https://www.jordantimes.com/news/local/agreement-signed-ease-access-jordanian-goods-palestinian-market>

2.3 Regional Demand – JPACO Agro-Products Export Concept

JPT visited JPACO, established in late 2021 with Jordanian Government investment and will initiate the marketing activities of the agro-product exporting for Jordan and Palestine Authority.

- JPACO has already received an order for 500 tons of paprika exports to Spain, for example. Jordan can provide seeds, seedlings, etc. to PA. If JPACO handles the products in PA, there will be no export tax duty from PA to Jordan. The production of avocados in Palestine, for example, is 60,000 tons per year, and many of them are exported, but until now, exports to Jordan were subject to a export tax of 500 JD per truck, which will now be duty-free if it is handled by JPACO. JPACO has a mission to support the export activities of these companies and promote the export of agricultural products.
- JPACO has main office in Amman, and opened a branch office in the JAIP management building in Sep 2022.
- JPACO are planning to open a branch in Dubai in November 2022, a branch in the Netherlands 2023, and a branch in North America.
- JPACO is willing to join the Foodex (the biggest exhibition of food exporters/importers in Japan) in March 2023.

JPT can organize JPACO's ideas on the promotion of Palestinian agricultural exports, and make the following proposals for the future utilization of JAIP.

- The aim of JPACO's agricultural export promotion and JICA project (industrial promotion) is the same: the former is marketing support for small and medium scale agricultural businesses, and the latter is multi-sectoral but support for Palestinian small and medium enterprises (SMEs) and entrepreneurs.
- If JPACO takes on the marketing role, the agricultural sector can be expected to be revitalized.
- JAIP terminal can be developed and used as a 24/7 fresh products exporting terminal with temperature control.

2.4 Operation of the Allenby/KHB

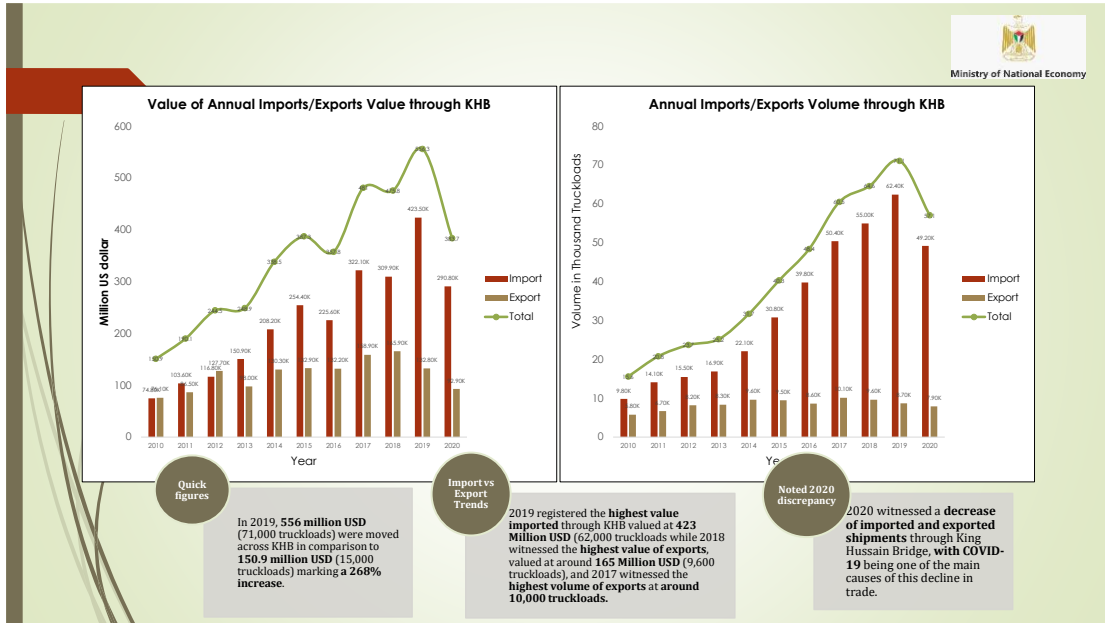
(1) Expansion trend and possibility of the Present Allenby Terminal

According to the interviews, JPT found the following:

- Israel/IAA (Israel Airport Authority, in charge for Allenby operation) has willingness to expand the facilities of Allenby, due to the recent increase of passenger and freight.
 - There is a possibility of passenger terminal expansion. The influx and outflux will be separated by installation of the similar size buildings in the site.
 - The overlapping of the Hajj demand with summer holiday in 2022 after the Covid brought higher demand concentration in A/KHB³.
 - The US president announced⁴ the 24/7 operation of the A/KHB, which will improve the passenger flow.
- The following plate shows recent expansion trends of the freight handling at A/KHB.

³ <https://www.jpost.com/middle-east/article-712535>

⁴ <https://www.whitehouse.gov/briefing-room/statements-releases/2022/07/14/fact-sheet-the-united-states-palestinian-relationship/>



Source: JICA Project Team

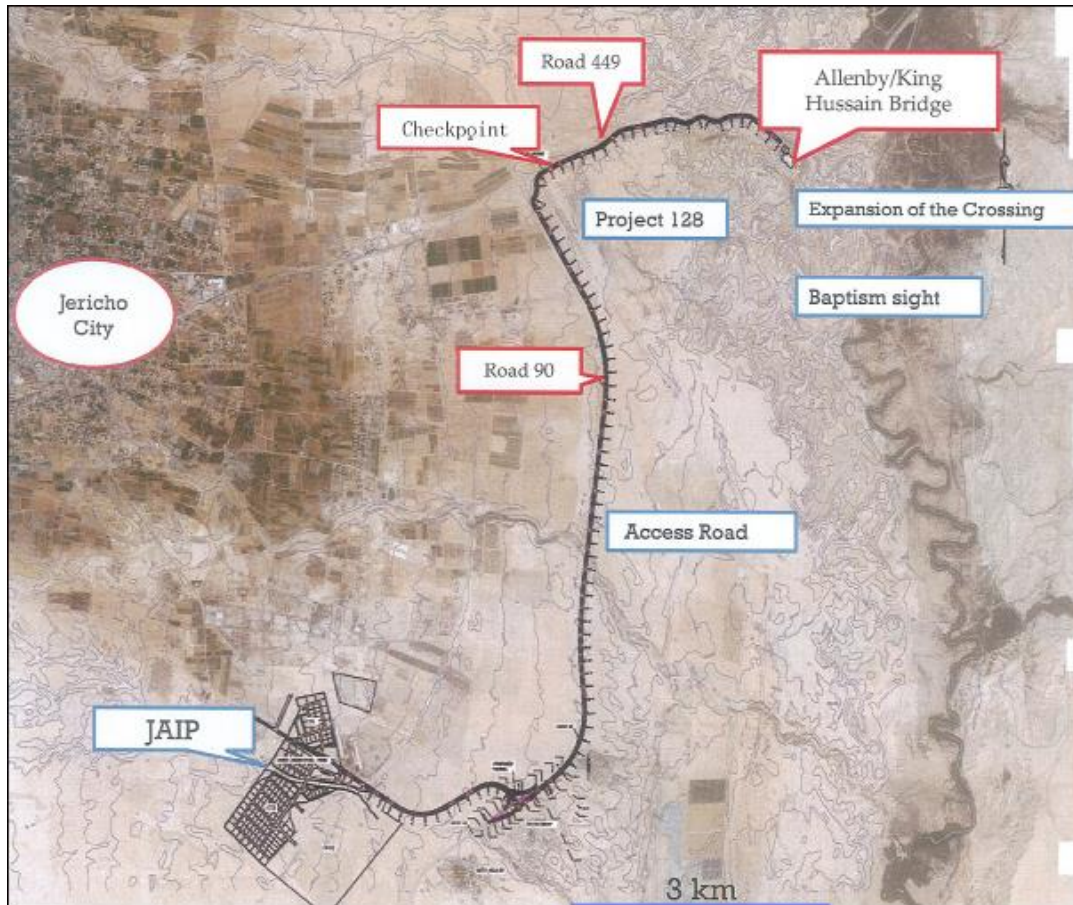
Figure-4: Recent Increase of Palestine /Jordan Trade via A/KHB

2.5 Support of the Four-parties Consultation

The four parties consultation opportunities during the JPT visit was not materialized.

2.6 JAIP-Dedicated Road

The following shows the conceptual alignment of the Dedicated/Exclusive Road development connecting JAIP logistics terminal and Allenby/KHB terminal. The JPT found that there is little progress of the construction of the dedicated road project arrangement due to the delay of the four parties talk.



Sources: (i) JICA Project for Strengthening of Incentive Services and Management Function Jericho Agro-Industrial Park; and (ii) JICA and PIEFZA, *Exclusive Road linking JAIP To Allenby (King Hussain) Bridge, Junction (128) to Allenby Bridge Section, Final Report, May 2017*

Figure-5: JAIP-Dedicated Road to the Allenby/King Hussein Bridge

3. Further Development Roadmap with Direct Transfer

According to the discussion with OQ, OQ suggested that a conceptual idea for materialization of the Direct Transfer should be proposed. JPT⁵ proposes a conceptual roadmap for further development in A/KHB and trade facilitation including the Direct Transfer.

1. Reduction of sand and aggregate traffic by introducing conveyor belts (in as little as 2 years)
 - Initial installation and operation costs should be confirmed. Initial implementation will be supported by IAA or financing of other countries. Israel/Jordan are likely to support the short 200m idea but and PA will support the long-7km proposals, respectively.
 - The 7km proposal can be developed in phases but may become unnecessary if 24-hour service at Allenby is provided.
 - There is a risk of the mechanical brake down in the conveyor belt. Note that a large conveyor belt is installed for food delivery in Gaza.
2. A 24-hour operation for demand leveling (2-3 years at the earliest)
 - Passenger terminal operation hours will be expanded to 24 hours.

⁵ In the end of the Appendix, noted that Mr Kazuharu Oide, the logistics expert of the JPT, who contributed to the 1st site visit in 2019, passed away in July 2022. May he rest in peace.

- Additional proposals of 24-hour service for fresh foods, agricultural products, perishable Goods, etc. (Similar to the container introduction experiment). This can avoid damage to products caused by direct sunlight and heat.
- Necessary facilities (CCTV with high sensitivity) can be proposed.
- 3. Partial priority movement by AEO designation (4-5 years)
 - Since the number of importers and exporters of products at Alleby/KHB is very limited, the number of AEO designations should be small. Agreement among the three countries on the nationality of the driver, the nationality of the vehicle, and how far and for how long the vehicle will be allowed to enter the area can be discussed in the four parties consultation.
 - The supporting system with security concerns would be financed by third-party countries who has interest in PA issues.
- 4. Shuneh Terminal Development and Controlled B2B (5 years or more)
 - When new Shuneh freight terminal will be built, B2B should be implemented at the 24-hour cargo terminal (can be called as Controlled B2B) within Shuneh.
 - B2B (back-to-back) operation is the barrier for the logistics movement in Allenby/KHB, however, Controlled B2B is a new concept for improvement of B2B. The controlled B2B can be done with 24/7 accessible B2B sites with weather and temperature control, which will be developed by the new Shuneh freight terminal. Value-added services such as consolidation and de-banning will be provided in the terminal.
 - It would be ideal to establish a transportation network linking Shuneh with Aqaba, Amman, QAIA, etc.
 - AEO will not be applicable for all freight owners in Jordan and Palestine, however, the Controlled B2B services can be used universally and by SMEs. The materialization of exclusive road seems unclear, and a new improvement concept could be proposed.
- 5. Materialization of the JAIP terminal and Controlled B2B
 - A 24-hour cargo terminal (Controlled B2B) should be established at both JAIP and Shuneh. Divide the work by product, with perishable products handled by JAIP and industrial products handled by Shuneh, etc.
 - Ideally, Shuneh and JAIP should have the same PPP operator to enhance the operation efficiency.
 - It is necessary to consider whether the existence of a dedicated road is necessary in this case.

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**Esnad プログラムニーズ調査
(2021 年 1 月)**

ESNAD UNIT



SUPPORTING MICRO, SMALL TO MEDIUM SIZED ENTERPRISES
AFFECTED BY COVID-19 PANDEMIC

A Consolidated Diagnostic Report

WHAT DOES THE 30 SMES TELL US?

Executive Summary

The majority of the Palestinian micro, small to medium sized enterprises (MSMEs) are negatively affected by the COVID-19 pandemic. The government is going from one lock-down to another and paying all the attention to the health care systems. The private sector is suffering in getting raw materials, utilizing their capacities, and selling their products and services, and as a result maintaining their employees.

The Federation of Palestinian Chambers of Commerce, Industry and Agriculture (FPCCIA) which is a non for profit private sector institution decided to take its leading role in helping MSMEs by establishing an intensive care unit that provide technical assistance to help these MSMEs.

The scope of this assignment is to conduct a diagnostic assessment for 30 SMEs working in the West Bank. The aim of this diagnosis is to assess the impact of COVID-19 on the performance of these 30 SMEs. The results of this diagnosis will guide the FPCCIA to help these pilot SMEs through the necessary training and coaching. The diagnosis period lasts for 2 months (October 1, 2020 – November 30, 2021).

The five main themes emerged out of the diagnostic assessment are the following:

- Management and Planning
- Marketing Management
- Production and Quality
- Supply Chain Management
- Financial Management

INTRODUCTION

The Federation of Palestinian Chambers of Commerce, Industry and agriculture was established in 1989 in the city of Jerusalem at the initiative of the Chamber of the Palestinian members distributed geographically on all the governorates of the West Bank and the Gaza Strip (13 in the West Bank, and 5 chambers in the governorates of Gaza Strip) with a membership of more than 70,000 registered facilities until the end of 2019. The last elections to the governing boards of the Palestinian chambers were held in the summer of 2019. The Palestinian chambers are governed by Decree-Law No. 9 of 2011 on the industrial and commercial chambers, promulgated on 4 August 2011. Its work is regulated by the system of industrial chambers of Commerce adopted by the Council of ministers on 29/1/2013.

Records of Palestinian Central Bureau of Statistics, the Federation, and World Bank indicate that micro, small and medium-sized enterprises (MSMEs) constitute the vast majority (99%) of economic establishments operating in Palestine, which suffer - even before the Corona pandemic - from many administrative, technical, marketing and financial challenges. Several recent research studies shows that Palestinian SMEs are experiencing serious cash flow problems, and fearing they will not reopen again. Although the Palestinian governments and PIF are pumping money into the economy through loans, in the hope of stimulating demand, the survivability of these MSMEs in the long term and the recovery rate of the economy will depend on receiving technical assistance and building their capacities to overcome this crisis.

Given the limited government resources and its inability to pump money or provide various incentive tools, the role and importance of national institutions comes to take their pioneering role in supporting these enterprises. The mandate of the Federation is to help these companies through different tool. Palestine Investment Fund (PIF) has a pioneering role in financing this category of establishments through the Esnad Financing program. With total amount \$25 million PIF launches 'Esnad' emergency lending program in support for Micro and Small enterprises. Therefore, if all efforts will be combined together, the Palestinian economy will be quickly handled.

OBJECTIVE

The aim of this assignment is to diagnose 30 SMEs have been affected by Covid-19 (in the pilot phase) in order to identify the training and coaching they need.

SCOPE OF WORK

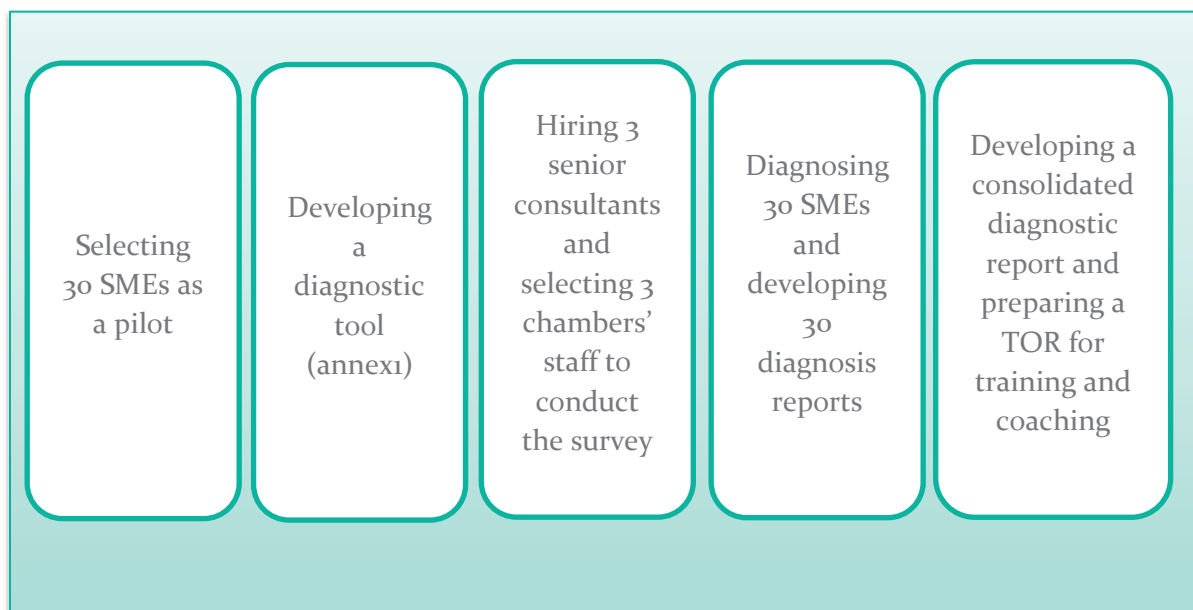
At this pilot phase, the ESNAD unit diagnose 30 SMEs working in the West Bank.

This diagnostic stage consists of the following:

- Selecting and diagnosing a targeted sample of 30 SMEs (in cooperation with the chambers of commerce)
- Developing one consolidated report
- Preparing a TOR for the next interventions (training and coaching)

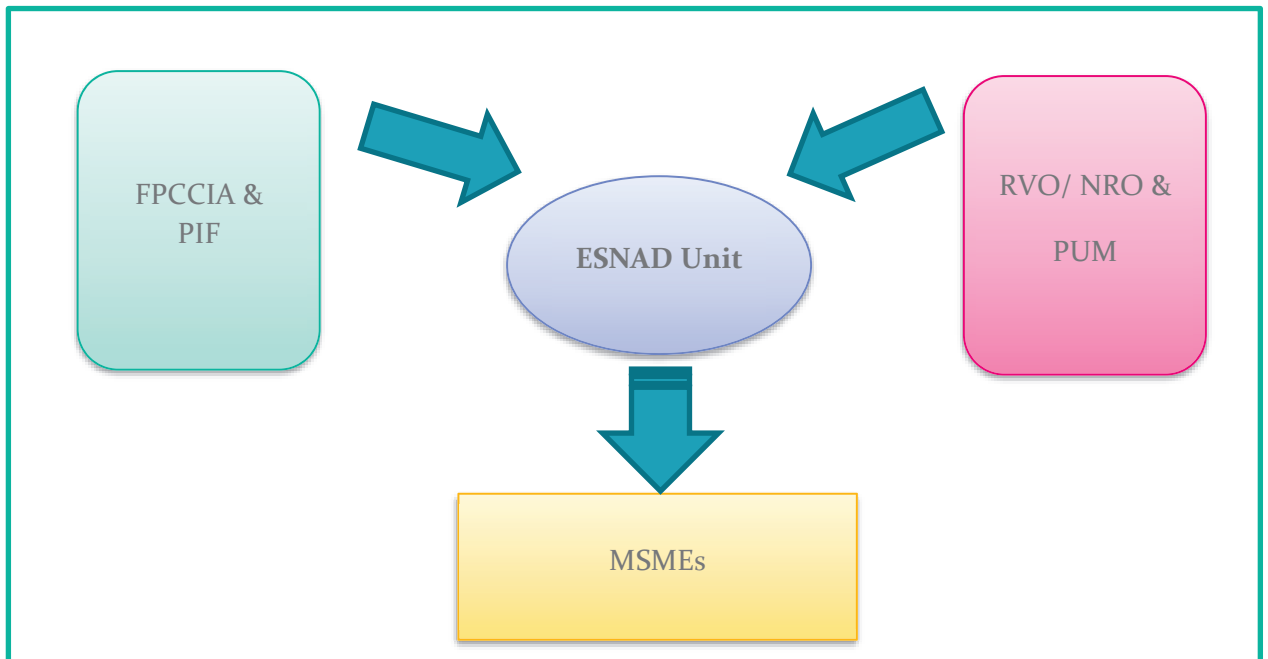
APPROACH

ESNAD team follows the following approach:



PARTBNERS

The following figure presents the main partners for the diagnostic stage.



FPCCIA will be in charge of the following:

- Host and manage the ESNAD unit
- Provide a coordinator to follow up the ESNAD unit's activities and provide monthly reports
- Hire 3 senior consultants
- Provide 3 chambers' staff to be trained on the diagnosis activities
- Provide logistics (stationary, transportation, training halls, laptops, printers, etc.)

PIF's involvement is to:

- Provide a financial contribution (grant) to cover the remunerations of the 3 senior consultants who will help the MSMEs' assessment and diagnosis plans. PIF will receive a report by the FPCCIA about the impact of ESNAD unit on the targeted SMEs.

SELECTION CRITERIA

For the pilot phase, FPCCIA and its chambers selected 30 SMEs for the diagnosis stage based on the following criteria:

Criteria	Description	Priority
Economic Sector	Food Processing, Plastic, Furniture, etc.	All sectors will be considered
Type	Manufacturing, Service, Trade, etc.	Focus on manufacturing ones
Location	North, Mid, and South of West Bank	The three clusters will be considered
Size	Micro, Small, or Medium size	Focus on small and medium
Ownership	Female and youth	Both will be considered
Potential Growth	Ability to cooperate and open doors	It is a condition to be part of the pilot

Sector	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Food	x	x		x					x				x		x
Metal			x												
Furniture					x	x	x	x							
Service										x					
Soap											x				
Textile												x			
Stone														x	

Impact of COVID-19

The following table shows the impact of COVID-19 on the SMEs' performance:

Impact	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Negative	x	x			x	x	x	x	x	x	x	x	x	x	x
Positive			x												
Neutral				x											
Impact	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Negative	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Positive															
Neutral															

In order to design the appropriate interventions based on the need of these 30 SMEs, the senior consultants prioritize the needed training and counselling as the following:

Management and Planning

As a summary, the 30 SMEs are suffering from the following:

- Strategic Planning and Strategic Evaluation and KPIs (high priority)

- Organizational Structure (moderate priority)
- Written Procedures (moderate priority)
- Risk Management and Decision (high priority)
- Rethinking business model (high priority)

Marketing Management

All SMEs are suffering from the lockdown and in particular suffer from:

- Market Share (high priority)
- Marketing Plan (high priority)
- Costing and Pricing Plan (high priority)
- Electronic Commerce and Social Media (high priority)
- Finding new markets (high priority)
- Packaging (moderate priority)

Production and Quality

In brief, the 30 SMEs are suffering from:

- Capacity Utilization, Layout and Production Planning (high priority)
- Quality Assurance and Quality Control (high priority)
- Innovation Management (high priority)
- Environmental Management (moderate priority)
- Maintenance Management (moderate priority)

Supply Chain Management

The 30 SMEs are facing challenges in:

- Purchasing and Suppliers Management (high priority)

- Inventory Management (high priority)
- Logistics Management (high priority)
- Export/ Import Management (moderate priority)
- Customer relationship Management (high priority)

Human Resources Management

The 30 SMEs are facing these challenges:

- Responsibilities Authority Matrix (moderate priority)
- Training and long life learning (high priority)
- Computerized Systems (moderate priority)
- Internal Culture (moderate priority)

Financial Management

Each SME is suffering from:

- Cash Management (high priority)
- Redundant Costs (high priority)
- Budgeting (high priority)
- Investment Management (moderate priority)
- Financing (high priority)

Proposed Intervention

Based on the above summary, the proposed interventions will be as follows:

Intervention I – Management and Planning

- Rethinking business model (high priority)
- Strategic Planning and Strategic Evaluation and KPIs (high priority)
- Risk Management and Decision (high priority)

Intervention II - Marketing

- Market Share (high priority)
- Marketing Plan (high priority)
- Costing and Pricing Plan (high priority)
- Electronic Commerce and Social Media (high priority)
- Finding new markets (high priority)

Intervention III – Production and Quality

- Capacity Utilization, Layout and Production Planning (high priority)
- Quality Assurance and Quality Control (high priority)
- Innovation Management (high priority)

Intervention IV – Supply Chain Management

- Purchasing and Suppliers Management (high priority)
- Inventory Management (high priority)
- Logistics Management (high priority)
- Customer relationship Management (high priority)

Intervention V – Financial Management

- Cash Management (high priority)
- Redundant Costs (high priority)
- Budgeting (high priority)
- Financing (high priority)

IMPACT MEASUREMENT

The impact of this project focus on:

- Improving the competitive advantage of the targeted enterprises (in terms of sales, export, market share).
- Preserving the current employment and creating new employment opportunities
- Enhancing the quadruple helix in Palestine through cooperation and networking between different institutions (private sector, universities, government, and donors)

Key Performance Indicators (KPIs)

By the end of the project, the following results are expected to be achieved (annex 3):

Outcome	Indicator	How to Measure?
Maintaining the Number of Workers	60% of the targeted enterprises maintain their employees	Pre and post surveys
New Jobs	The total number of created jobs is 20.	Pre and post surveys
Turnover (Sales)	60% of the targeted enterprises increase their sales by 10%	Pre and post surveys
Capacity Utilization	60% of the targeted enterprises increase their cap. utilization by 10%	Pre and post surveys
Cash Flow	60% of the targeted enterprises successfully manage their cash flow.	Pre and post surveys

TIME SCHEDULE

The period to complete the diagnosis stage is 2 months starting from October 1, 2020 till November 30, 2020. The following table summarizes the time schedule

Activity	October				November			
Diagnosis tool								
Selecting 30 SMES								
Hiring 3 consultants								
Diagnosing 30 SMEs								
Developing a consolidated report								
Preparing a TOR								

BUDGET

The following table summarizes the contribution of each partner during the pilot phase.

Partner	Items	Budget (euro)
FPCCIA & chambers	<ul style="list-style-type: none">• Host and manage the ICUs• Provide a coordinator of the ESNAD unit's activities• Provide 3 chambers' staff to be trained on the diagnosis activities• Provide logistics (stationary, transportation, training halls, laptops, printers, etc.)• Link targeted enterprises with Esnad financing program	20,000
PIF	<ul style="list-style-type: none">• Provide a financial contribution (grant) to cover the remunerations of the 3 senior consultants who help the 30 SMEs assessment and diagnosis plans.	20,000

SUSTAINABILITY AND SCALING UP

FPCCIA and the chambers are committed to sustain the ESNAD unit by providing the trainers (i.e. chambers' staff) and cover overhead costs beyond the pilot phase. Esnad unit will be established in each chamber and provide technical assistance. However, in the future PIF are not sure how things will go, but their involvement beyond the project depends on the results and indicators of success and depending on PIF goals and objective in 2021.

The SMEs could benefit from the PIF financing program through the microfinance institutions (MFIs). This money is not spent yet. At the moment there is an around USD 2.5-3M available to help SMEs in Jerusalem and West bank, while in coming few months additional 10M USD will be endorsed and made available under.

ANNEX 1 – DIAGNOSTIC TOOL

فيما يلي المحاور التي سيتم تغطيتها خلال فترة التشخيص:

- تحليل السوق
- تحليل الإدارة والتخطيط
- تحليل الانتاج والجودة
- تحليل المشتريات والمخازن
- تحليل الموارد البشرية والمادية
- تحليل الوضع المحاسب والمالي

المحور الاول: تحليل السوق

- معرفة المنافسين
- 1. هل لدى المدير معرفة واضحة باستراتيجيات منافسيه؟
- 2. هل المدير قادر على معرفة من الذي يلاحق عملائه بعروض مماثلة أو متشابهة؟ يدعي بعض المديرين أن استراتيجيات وتكتيكات منافسيهم يصعب عادة اتباعها مع استمرارهم في التغيير. هل
- 3. المدير قادر على تتبع التغييرات في استراتيجيات المنافس؟ للتو ، هل يستطيع عميلك تحديد احتياجاته والرغبات التي يستهدفها
- 4. وبالتالي معرفة ذلك مع من ستتنافس أو لا تنافس بعد الآن؟ هل يمكن للمدير تحديد الاحتياجات والرغبات التي يستهدفها المنافسون؟
- 5. هل قام المدير بالبحث في ردود أفعال المشتريين تجاه الاستراتيجيات المختلفة للمنافسين؟
- 6. هل يقوم المدير بجمع معلومات أو معلومات استخباراتية عن منافسيه؟
- 7. هل يمكن للمدير أن يخبر أي من المنافسين يعمل بشكل أفضل (أو أسوأ) من البقية وبأسباب حدوث ذلك؟
- 8. هل يعرف عميلك ما الذي يمنح منافسيه الميزة التنافسية؟
- تقسيم السوق
- 1. هل حددت الشركة سوقاً / شريحة ذات حجم أمثل لها ؟
- 2. هل يركز العمل على مجموعة / شريحة عملاء معينة ؟
- 3. هل يوجد لدى الشركة إجراء يسمح لها بالتعرف على الاحتياجات غير الملابة للمشتريين (أولئك الذين ليسوا واضحين)؟
- 4. هل يمكن للشركة أن تحدد بوضوح ما هي رغبات العملاء وكيف تتغير تلك الرغبات مع الزمن؟
- 5. هل يمكن للمدير إعطاء وصف واضح للسوق المراد استهدافه؟
- 6. هل يمكن للمدير أن يصف الخطوات التي اتخذها لضمان استدامة السوق؟

7. هل يستطيع المدير أن يصف بشكل مرضٍ الآليات التي استخدمها لجمع المعلومات عن المنافسين والمشتريين؟
8. هل يركز العمل على مشتريين محددين بعروض خاصة؟
- استهداف السوق
1. هل تمكنت الشركة من تحديد العوامل التي تجعل القطاع؟ هل اختيار العوامل يبدو معقولاً في ضوء الوضع الحالي للسوق؟ هل الشركة قادرة على تقييم تلك العوامل المحددة مسبقاً بدقة من أجل التوجه في السوق؟ هل يمكن تعديل حجم المبيعات المتوقع لكل قطاع؟
2. هل المدير قادر على إجراء تقييم داخلي للعمل من أجل تحديد جاذبية كل قطاع مقابل قدرات الشركة؟
3. هل تمتلك الشركة موقعاً واضحاً لمنتجاتها وخدماتها من حيث المواصفات والجودة والسعر وشروط التسليم؟
4. هل تستثمر الشركة في تمييز عروضها من حيث المواصفات والجودة والسعر و شروط التوصيل؟
5. هل عرض العمل متميز إلى حد ما مقارنةً بعرض المنافسين؟
6. هل قامت الشركة بتقييم ردود فعل المشتريين الحاليين والمحتملين على تحديد المواقع منتجاتها وخدماتها قبل الانتهاء من قرارها؟ موقع المنتج (المنتجات) والخدمة (الخدمات) الخاصة بالعمل بناءً على تحليل دقيق لاحتياجات ورغبات المشتريين الحاليين والمحتملين التي لم تتم تلبيتها؟
7. هل تقوم الشركة بتكييف عروضها لتلبية الاحتياجات المختلفة للمشتريين؟
8. هل يشعر المدير أن العمل يحتاج إلى أن يكون مبتكراً إذا كان يريد البقاء؟ هل يمكن للمدير إعداد قائمة بالاختلافات المهمة بين منتجاته ومنتجاته منافسين؟
- بالنظر إلى المتغيرات المختلفة المعنية (أي شروط الدفع ، السيولة ، وما إلى ذلك): هل يبدو أن الشركة ستزيد من ربحيتها على المدى الطويل؟ توسيع أنشطتها لتصدير السوق (الأسواق)؟
1. هل لدى الشركة القدرة على زيادة حصتها في السوق من منافسيها؟
2. هل الأعمال لديها القدرة على التنافس بالسعر او الجودة او المرونة او التوقيت؟
3. هل يبدو أن الطاقة الإنتاجية الحالية للمنشأة تتجاوز ما يمكن لسوقها المحلي؟
4. ماذا عن وسائل الترويج؟ التوزيع والنقل والتسعير؟

5. هل الأسواق المحلية الحالية بها تقلبات موسمية أو تقلبات أخرى ورغبات العمل لتسهيل مبيعاتها من خلال تثبيت هذه التقلبات؟
6. ماذا عن وسائل السوشيال ميديا؟ التجارة الالكترونية؟ موقع الشركة الالكتروني؟
7. هل يتوفر نظام شكاوي للزبائن؟ كيف تتم معالجة الشكاوي؟

المحور الثاني: تشخيص الإدارة والتخطيط

1. هل يوجد استراتيجية موثقة؟
2. ما هي القدرات التي يجب تطويرها من أجل تحقيق الأهداف المحددة في الإستراتيجية؟
3. ما هو مستوى الأداء الحالي لكل عملية حرجة؟ 4.
4. كيف سيتم تقليل الفجوات في الأداء أو القضاء عليها؟
5. ما هي الموارد المرتبطة اللازمة للقيام بذلك؟
6. ما هي الإستراتيجية المتوافقة مع واقع السوق والبيئة القائمة والمتوقعة نتيجة الظروف؟
7. هل الإستراتيجية مناسبة للمنشأة بالنظر إلى مواردها وقدراتها؟
8. هل تحقق المؤسسة أهدافها وهل توفر الإستراتيجية النتائج المرجوة؟
9. هل تغيير الظروف الخارجية و / أو الداخلية تؤدي إلى إبطال المحدد بالاستراتيجية؟
10. ما هو تقييمك للهيكل التنظيمي المعمول به؟ هل يوجد مجلس

المحور الثالث: تشخيص الانتاج والجودة

- التوازن بين خطوط الانتاج
1. هل لدى الشركة تراكمات كبيرة من المواد بين العمليات أو بين محطات العمل؟
 2. هل القوى العاملة في الشركة مستغلة على النحو الأمثل ونادراً ما تكون عاطلة؟
 3. هل لديك انطباع بأن استخدام الماكينات غير منتظم خلال عمليات التصنيع العادية؟
 4. هل تمتلك الشركة أنظمة للتعامل مع مشاكل العمالة الزائدة والطاقة الإنتاجية أثناء انخفاض الطلب؟ الأغراض للسماح بتسلسل إنتاج
 5. هل يستخدم خط الإنتاج آلات متعددة الأغراض للسماح بتسلسل إنتاج متنوع؟
 6. هل الشركة قادرة على إعادة تشكيل خط إنتاجها في فترة زمنية قصيرة وبتكاليف منخفضة إذا كان هناك حاجة؟
 7. هل الخط مرن بدرجة كافية للسماح بالتغيرات؟ هل لدى الشركة موظفين لتخطيط وتنفيذ التغيرات المطلوبة؟

8 . هل هناك ادخال لمنتجات جديدة باستمرار؟ هل يتم استخدام طرق

• إنتاج إبداعية؟
نظام الصيانة

1 . بناءً على المعلومات التي جمعتها ، هل تعتقد أن وقت تعطل الجهاز

2 . خلال عمليات الصيانة كاف؟ هل يوجد معدل منخفض جدًا لاستبدال قطع غيار الماكينات في

3 . الشركة؟ هل لدى الشركة ميزانية وجدول زمني منظم للصيانة والحفاظ على

4 . الدقة سجلات صيانة للمعدات؟ هل يوجد لدى الشركة أنظمة احتياطية للتعامل مع أعطال

5 . الماكينة وتجنب العمل التوقفات؟ هل يوجد أنظمة للصيانة الدورية الوقائية والعلاجية؟

• العمليات الانتاجية

1 . هل يستخدم المنافسون نفس الأساليب لأداء عمليات مماثلة؟

2 . هل تعتقد أن أدوات واجهزة التصنيع كافية؟ هل هي ماكينات

3 . يدوية أو أوتوماتيكية؟ هل هناك عمليات أو أجزاء من العمليات غير ضرورية ويمكن

4 . الاستغناء عنها؟ هل يوجد تخطيط إنتاج؟ هل عمليات الإنتاج في الشركة معيارية وفعالة؟ ما هي الطاقة

5 . الانتاجية؟ ما هو المستغل منها؟ ما رأيك بالترتيب الداخلي للماكينات؟

6 . ما رأيك بتصميم المنتج؟ التغليف؟

• أدوات المناولة

1 . هل تمتلك الشركة طرقًا ومعدات مناسبة لمناولة المواد تؤدي إلى

حركة المواد بين العمليات وبين الواجهات بسرعة، وانخفاض

2 . هلاتها، لتكاملها مع العمليات في الإنتاج من تأخر وصول المخزون

والأجزاء والأدوات واللوازم وغيرها من المواد بسبب إجراءات

3 . هلاويكلملها لتسليطها في الشركة فعلاً من حيث حركة المخزون،

• والإمدادات والأدوات يدويا م أوتوماتيك؟
الجودة

1 . هل هناك اي نظام ادارة جودة مطبق؟

2 . هل يتم فحص المدخلات وخلال التصنيع والمنتجات النهائية؟

3 . هل أدوات الفحص متوفرة؟ كيف يتم قياس توثيق ذلك؟ هل هناك موظف

جودة متخصص ومدرب؟

4 . ما هو حجم التالف؟ المرتجع؟ ما هي تكاليف الجودة؟

المحور الرابع: تشخيص المشتريات والمخازن

• المشتريات

1 . هل يواجه العمل تأخيرات في الإنتاج بسبب نقص المواد أو رداءة

2 . جودة المشتريات من المواد؟ هل تكاليف شراء المواد الخام أفضل أو مماثلة لتلك الخاصة

بمنافسيها؟

3. هل الأعمال لديها سجلات كافية لمورديها تبين قدرات التوريد و
4. هل تعمل الشركة بكفاءة على تطوير علاقات مع الموردين الجدد؟
5. هل يجد العمل مشاكل عند تأمين الإمدادات في الوقت المناسب
6. بجودة مناسبة؟ هل من الواضح من يبادر بطلب الشراء؟
7. هل حددت الشركة الموافقات اللازمة لأنواع معينة من العناصر
8. والمبالغ في من حيث الكميات أو القيمة بالدولار؟ وكيف يتم التعامل مع الموافقات التكميلية عندما تتجاوز تكلفة
9. الشراء الفعلية للتقديرات الأصلية؟ هل لدى الشركة أحكام واضحة للتغييرات في المواصفات أو
10. الكميات؟ هل دورة الشراء الإجمالية خاضعة للرقابة الكافية فيما يتعلق

● بالطلب والمتابعة والاستلام المخازن

1. هل يوجد قوائم للجرد؟
2. هل تتعارض مخزونات المخزون النهائي مع ما قد يطلبه السوق؟
3. هل مستويات المخزون تتقلب بشكل متكرر؟ 4
4. هل تقوم الشركة بإجراء تحليلات متكررة لكمية البضائع التامة
5. الصنع وغير المكتملة في قوائم الجرد؟ هل السجلات محفوظة بشكل صحيح؟
6. ما هو النظام المستخدم؟ مثال FIFO

المحور الخامس: الموارد البشرية والمادية

1. هل موقع المنشأة مناسب؟ هل المبنى مستأجر ام ملك؟ هل بيئة العمل مناسبة؟
2. هي المباني القائمة للشركة والمرافق المادية الأخرى ومعدات الخدمة (مثل الرافعات ، أنظمة التدفئة ، وما إلى ذلك) مصممة بشكل مناسب؟
5. هل من السهل التعامل مع المواد بسبب التصميم الفعال للمصنع؟
6. هل يواجه العمل صعوبات في الإنتاج بسبب القيود التي تفرضها
7. طريقة التصنيع؟ ما هي الأجهزة المكتبية المتوفرة؟ ما هي البرامج المستخدمة؟
8. هل لدى الشركة عدد كاف من الموظفين المؤهلين؟ ما هو نظام الرواتب؟ نظام الحوافز؟
9. ما هي وسائل الاتصال الداخلي؟ كيف يتم التواصل وتناقل المعلومات؟
10. هل يتوفر وصف وظيفي؟ هل يوجد نظام لشكاوي او قياس رضا الموظفين؟
11. هل يتوفر نظام تدريب للموظفين؟ ما هي نسبة ترك العمل من قبل الموظفين؟

المحور السادس: تحليل الوضع المحاسبي والمالي

1. هل تطبق الشركة المعايير المحاسبية المعيارية؟ هل تتوفر الميزانيات؟ الموازنات؟ التدفق النقدي؟
2. هل لدى الشركة مخطط تكلفه معياري وإجراء تفصيلي لحساب التكاليف؟
3. هل تختلف حسابات التكلفة للمنتجات المماثلة من طلب إلى آخر دون أسباب قوية؟
4. هل يمكن للأعمال أن تولد معلومات عن تدفق التكاليف بسرعة وبدقة عند الحاجة إليها؟
5. هل الشركة قادرة على تقدير تكلفة الإنتاج بسرعة وبدقة؟
6. ما هو حجم المبيعات؟ ما هي الحصة السوقية؟
7. ما هو هامش الربح؟
8. ما هي المعلومات المحاسبية المتوفرة؟ هل يتم مراقبة الذمم المدينة والدائنة باستمرار؟
9. كيف يتم قياس الانتاجية؟ حجم التكاليف الثابتة؟ التكاليف المتغيرة؟ راس المال العامل؟
10. هل يتم حساب قيم بعض المؤشرات مثل العائد على الاستثمار؟ الربحية؟ المديونية؟
11. هل هناك مدقق حسابات خارجي؟ مدقق داخلي؟
12. هل يوجد لدى الشركة ميزانيات نقدية للتسويق والإنتاج والنفقات؟
13. هل تواجه الشركة صعوبات في الوفاء بالتزاماتها الداخلية والخارجية بالدفع؟
14. هل الشركة تقترض أموالاً او بصدد الاقتراض؟

別添 26

PalPro センターでの研修（第 1 回） プログラム

PalPro Center at JAIP- JICA Industrial Promotion Project

Business Development Learning Session #1

Monday, 25 October 2021

Program Outline

1. Background of the program

MoNE/IPIEA and JICA have been carrying out a three-year Industrial Promotion Project in cooperation with JAIP Co, FPCCIA and PFI. As collaboration of newly opened Palestine Business Prosperity Center (PalPro center) at JAIP and the project, “Business Development Learning session” series are launched to provide the target participants with beneficial information on their business development.

2. Outline

As the first session of the program, keynote will be presented on the latest global market trends and hints for Palestinian companies to be relevant after COVID-19 pandemic and expand business abroad. Smart glasses - industrial usage of Augmented Reality (AR) – will be introduced as a potential tool to boost JAIP tenant companies.

3. Objectives

- To learn global market trend in packaging, consumer preference etc. for better marketing and product/service development strategy
- To know emerging digital tool “smart glasses” for industrial usage (field service, manufacturing, warehouse logistics, online factory tour)
- To exchange opinion on challenges and countermeasure to be successful in business development among participants

4. Session Topics

Topic-1: Global market trend for export-oriented companies in Palestine

Topic-2: AR Smart Glasses - emerging tool for remote communication with demo

5. Duration

- 25 October (Monday) 11:00 – 13:00

6. Venue

- PalPro Center Hall (3rd floor), Jericho Agro Industrial Park (JAIP) Administration Building, Jericho - with Zoom online access (Link to be shared with registered participants)

7. Number of participants

- Around 25 participants

8. Target participants

- JAIP tenant companies
- Investors interested in JAIP
- Tenant companies in other Industrial Estates
- Export-oriented Jericho Chamber membership companies

9. Tentative Time Table

Day	Time	Session	Session Title	contents
25Oct	11:00-11:10	Introduction	-	<ul style="list-style-type: none">● Service and facilities of PalPro center● Objectives of collaborative sessions with JICA project
	11:10-12:00	Session-1	“Global market trend for export-oriented companies in Palestine,” Ms. Lucy Duncan (JICA project expert team)	<ul style="list-style-type: none">● Global Market Trend after COVID-19 pandemic● Opportunities for Palestinian companies● Regional business development strategies● Q&A, discussion
	12:00-12:15	Coffee Break		
	12:15-12:45	Session-2	“Smart glass - emerging tool for remote communication,” Mr. Kazutoshi Machida (JICA project expert team)	<ul style="list-style-type: none">● Introduction of AR Smart Glasses (VUZIX)● Demonstration of possible usage in JAIP<ul style="list-style-type: none">● Online Factory Tour for investors● Remote technical supervision of field engineers
	12:45-13:00	Way forward and Wrap-up / Feedback collection		
	Snack will be provided			

10. Arrangements

Travel allowance is provided for participants from tenants in other Industrial Estates based on the JICA regulation.

End

مركز ازدهار الاعمال الفلسطيني بالتعاون مع الوكالة اليابانية للتعاون الدولي
مشروع تطوير القطاع الصناعي في فلسطين

ورشة عمل رقم 1 لتطوير الاعمال
الاثنين 25 تشرين اول - 2021

ملخص الورشة

ملخص البرنامج

تعمل وزارة الاقتصاد الوطني وهيئة تشجيع الاستثمار والمدن الصناعية بالتعاون مع الوكالة اليابانية للتعاون الدولي جايكا على تنفيذ مشروع تطوير القطاع الصناعي في فلسطين بالتعاون مع شركة تطوير مدينة اريحا الصناعية الزراعية و اتحاد الغرف التجارية الصناعية الزراعية الفلسطينية والاتحاد العام للصناعات الفلسطينية.

حيث تم اطلاق سلسلة من ورشات العمل المتخصصة وذلك بهدف تزويد المشاركين من الفئات المستهدفة بالمعلومات اللازمة لتطوير اعمالهم وذلك بالتعاون مع مركز ازدهار الاعمال الفلسطيني في مدينة اريحا الصناعية الزراعية.

حول ورشة العمل:

تركز ورشة العمل الاولى من هذا البرنامج على توضيح احدث اتجاهات السوق العالمية بالاضافة الى توجيه الارشادات للشركات الفلسطينية وتحديد مرحلة ما بعد جائحة COVID-19 بالاضافة الى كيفية توسيع الاعمال في الاسواق المحلية والخارجية، ومن جانب اخر ونظرا للتحول الرقمي في الاونة الاخيرة سيتم عرض احد احدث الوسائل التكنولوجية - الاستخدام الصناعي للواقع المعزز من خلال تقديم النظارات الذكية وكيفية استخدامها كأداة محتملة لتعزيز الشركات وتوسيع النشاط التجاري.

أهداف الورشة:

1. التعرف على اتجاهات السوق العالمية في التعبئة والتغليف، وتفضيل المستهلك، بالاضافة التحسين وتطوير استراتيجية التسويق، تطوير المنتجات / الخدمات.
2. الاطلاع على الأداة الرقمية الناشئة "النظارات الذكية" وكيفية استخدامها في مجالات (الخدمة الميدانية، التصنيع، لوجستيات المستودعات، بالاضافة الى عمل جولات في المصانع عبر الإنترنت).
3. تبادل الاراء حول التحديات والمعوقات لعمليات تطوير الأعمال.

مواضيع الورشة:

الموضوع الأول: التعريف باتجاهات السوق العالمي - مرحلة ما بعد جائحة COVID - 19
الموضوع الثاني: نظارات الواقع المعزز - أداة الكترونية ناشئة للتواصل عن بعد.

موعد الورشة:

25 أكتوبر (الاثنين) 11:00 - 13:00

مركز ازدهار الاعمال الفلسطيني (الطابق الثالث) ، المبنى الاداري - مدينة أريحا الصناعية الزراعية (JAIP)
المشاركين: اكثر من 25 شركة (المستثمرين في المدن الصناعية، اعضاء الغرفة التجارية في محافظة اريحا)

الاجندة:

اليوم	الوقت	الموضوع	اسم الموضوع	المحتوى
25Oct	11:00-11:10	مقدمة وترحيب	مركز ازدهار الاعمال	<ul style="list-style-type: none">• حول مركز ازدهار الاعمال الفلسطيني.• اهداف التعاون مع برنامج تطوير القطاع الصناعي
	11:10-12:00	الجلسة الاولى	التعريف باتجاهات السوق العالمي – مرحلة ما بعد جائحة COVID 19 – Ms. Lucy Duncan (JICA project expert team)	<ul style="list-style-type: none">• اتجاهات السوق العالمي• الفرص المتاحة امام الشركات الفلسطينية• استراتيجيات تطوير الاعمال• اسئلة ومناقشة
	12:00-12:15	استراحة		
	12:15-12:45	الجلسة الثانية	نظارات الواقع المعزز – أداة الكترونية ناشئة للتواصل عن بعد. Mr. Kazutoshi Machida (JICA project expert team)	<ul style="list-style-type: none">• مقدمة حول الاداة (VUZIX)• وكيفية استخدامها في مجالات (الخدمة الميدانية، التصنيع، لوجستيات المستودعات، بالإضافة الى عمل جولات في المصانع عبر الإنترنت).
	12:45-13:00	تبادل الاراء حول التحديات والمعوقات لعمليات تطوير الأعمال.		
				سيتم تقديم وجبة خفيفة

الترتيبات:

سيتم توفير بدل السفر للمشاركين من خارج مدينة اريحا الصناعية الزراعية حسب اجراءات الوكالة اليابانية للتعاون الدولي – جايكا.

別添 27

成果 2 関連の JAIP テナント アンケート調査結果

Existing Tenants

#	Items	1	2	3	4	5	6	7	8	9	10
Company outline											
	Company name	Al Petra	Alison	Choice	Maslamani	Ostry	Paperpal	AM Food	Palolea company	Plaza	Qfine
1	Number of employees	currently 50 employees and will be increased to 60 next week	35	15	150	30	17	20	13	6	22
	Years from establishment	4	3	6	52	5	5	4	9	2	10
2	Year to come to JAIP	2018	2019	2016		2017	2016	2016	2013	2019	2013
3	Year to start factory operation	2020	2020	2016		2018	2017	2019	2015	2020	2014
About business											
	Sales amount										
1	Compare to 2021	Sales doubled from 2021 to 2022	Increased	Increase	No change	Ostry has not operated for the past three years for the following reasons: -It took two years to repair the settlement in Ostry's hanger Ostry ordered new machinery from Turkey and is waiting for his machinery to arrive. Ostry expect to restart operation by the end of 2022.	Sales till July 2022 has increased and was the highest among all years. However, since August 2022 sales decreased due to Israeli closure on West Bank cities.	Increase	Increase	Decrease Because the price of raw materials has increases after corona and Russian war.	Increase
	Compare to 2019 (Before COVID-19)	NA	NA	Increase	No change		Increase	Increase	Increase	Decrease	Increase
2	Future business plan and issues	Bottleneck is lack of labor force because Israelis pay high wages to Palestinian labors. Exclusive road is not constructed and makes it difficult for exporting. Clearing Invoice, all orders to Israel has to pass through Betunia or Tarqumia borders which is a very hectic process and a very long way. If JICA can support JAIP tenants by coordinating with the Israeli side to allow all products from JAIP to be imported to Israel through Hizma checkpoint. This will be very beneficial for JAIP tenants and will make JAIP appealing and attractive to Arab Israeli investors.	Bottle neck is sales volume.	Lack of liquidity to purchase raw materials. There is a high demand but Choice does not have money to purchase raw material. If Choice gets JFast, he can produce higher amounts.	NA	NA	Financial Liquidity	NA	Recently new line of products was registered by MOH and launched to the market and the factory is being expanded in order to increase our production capacity	Lack of labor force Plaza wants to install new production line from China but Chinese experts cannot travel to Palestine due to Corona travelling restrictions in China.	Financial liquidity
3	Are you planning to export?	Not exporting but interested in Jordan	Not exported but interested in MENA	Not exported but interested	NA	Not exported but interested in Jordan	Not exported but interested in Jordan.	Not interested	Already export to Jordan, Japan and UAE	not interested in exporting	not exporting but interested Jordan, Europe and East Asia
	What is the bottleneck for export	The exclusive road is not constructed and the logistics to transport glass to Jordan is not easy and glass is vulnerable to breakage during the transportation. If the exclusive road is constructed and there is back to back arrangements it will be easier and Al Petra will expand their busy to transport to Jordan.	Find new market in MENA countries.	Choice needs experienced exporter. Choice has ISO certificates which is certified by many countries like Saudi Arabia, UAE and Jordan and needs experienced person to help to connect him to suppliers in these countries.	NA	The logistics for exporting is costly and will result in increasing the cost of his product.	The cost of transporting the products from JAIP to Allenby bridge is too high and will add to the cost of the product. Therefore, his product will not be competitive.	NA	Planning to increase our exports to other GCC countries and Europe. There are no guidelines for obtaining a Good Manufacturing Practice certificate issued by the Palestinian ministry of health which is considered a prerequisite for product registration in some GCC countries.	Competition is high, China and Turkish products have much lower prices that the local product cannot compete.	Currently we produce only for the local area, to export we need to increase production quantities and for the time being it is difficult to start exporting due to lack of financial capabilities. Also the bottleneck is getting ISO certificates for some countries.
4	Are there any competitors or competing products?	Yes	Yes	Yes in Israel	NA	No	No in PA but yes in Israel	Yes	No	Yes	Yes
	If any, what are the specific strengths and innovations of your product compared to other companies' products?	AL Petra has got Israeli Standard Institute Certificate called (TAKIN). Quality and price of AL Petra products are their strength.	<ul style="list-style-type: none"> Finding agents interested in our products in different countries. Ministry of Health slow registration process Preservative Free Formula and special Package (first company in Plestine). Unique and only company in producing large volume parenteral. 	My strength is in ISO certificates and that our products are certified in Saudi Arabia, UAE and Jordan.	NA	Ostry has PSI standards. High quality is the strength of his product.	The price and the quality of the product are the strength of Paper pal products. Also, Paper pal towel and toilet paper quickly dissolves in water and that's why it is highly demanded in Israel. Paper pal 65% of his product is sold in Israeli market and 35% is sold in the local market.	I am the only factory in the West Bank but there is factories like me in Israel.	There are no competitors for us in the local market and internationally our products can compete because of the core active ingredients that we use which is Olive leaf extract and the unique combination with other natural extracts	The quality of our products and the price in comparison to the prices at the local market.	We compete with quality for some products and with price with other products. Q fine got K kosher Israeli license for food which will help to increase his sales in the future
About JAIP											
1	How did you know JAIP	Through friends	Introduction by such as IPIEA, JAIP Co., JICA experts	Through friends	Website	Through friends	Through friends	Dr. Ali	NA	JAIP Co.	Through friends
	Where did you operate your business before moving into JAIP?	Yes, in Mishor Adumim (Israeli Industrial Park)	UAE	Choice has no business before moving to JAIP	Ramallah	Ostry has no business before moving to JAIP	Beir Nabala	Jerusalem	New business	New business	Ramallah

2	What challenges did you face?	No	High OPEX	NA	NA	NA	Close to separation wall and the Israelis used to give them hard time.	The lease price is high and the space is smaller.	NA	No challenge	No challenge
3	What are the advantages of JAIP (while there are other industrial parks), and why did you decide to move into JAIP?	The advantage is that JAIP is close to Allenby bridge which is an ideal location for exporting in the future. Lease fee at JAIP is very low compared to lease fee at Israeli industrial Parks like Atarot and Mishor Adumim. Electricity price is very low after installing solar panels project since our industry is based on electricity. Al Petra added that many factories at Israeli Industrial Parks (Atarot) would like to move to JAIP because of the low lease fee at JAIP. However, the problem is getting their products to Israel where they have to pass through Betunia or Tarqumia borders which is a very hectic process and a very long way. Al Petra requested if JICA can make a special coordination with Israeli side to move the products of JAIP to Israel through Hizma checkpoint.	<ul style="list-style-type: none"> ● Supporting and secure location. ● Near to Jordan borders for exporting in future 	The advantage is that JAIP is close to Allenby bridge which is an ideal location for exporting in the future. He came to JAIP because it was supported by Japanese.	Location	Ostry came to JAIP because IPIEA and the developer marketed JAIP as Free Industrial Park with all services including tax deduction. Also, they provided PRIDE grant to support tenants. Ostry thought JAIP is an attractive industrial park. However, he is disappointed with the services provided, Ostry had a settlement in his hanger due to rainwater and it took the developer 2 years to fix it.	Paper pal opened a new factory to produce towel and toilet paper from palm fronds at JAIP. Advantages of JAIP are reduced electricity prices, availability of water and availability of palm fronds in Jericho only. Water is scarce in West Bank and since his factory depends on availability of huge amounts of water, JAIP is the best place for him.	The lease price is lower than Israel	The location which may facilitate the export The Japanese support to JAIP and the projects inside it	The price of electricity and water are good. Services at JAIP are good too. It is far from residential areas. Their services are good and the Developer is organized and helps the tenants as much as they can.	They moved to JAIP because they wanted to take Pride grant. Reduction in electricity is an advantage at JAIP.
4	Did you compare with other industrial parks? If yes, why you chose JAIP?	No	Yes. Near the Jordan border.	Yes. Proximity to Allenby bridge for future exports	No	No	Yes. Paperpal compared JAIP to Bethlehem industrial Park, he preferred JAIP because of the availability of water at JAIP, Bethlehem suffers from water shortage. Also, palm fronds are available at Jericho only. In addition, the access to Bethlehem industrial park through the container checkpoint is a burden for Paperpal.	No	No	No	No
5	Are there any specific positive impacts on your business performance/business management to be JAIP tenants?	Low electricity and low lease fee at JAIP resulted in lowering the product price and made it more competitive.	Yes	No	Location and less tariff	Low electricity after installing the solar panels will result in lowering the product price and will make it more competitive.	Low electricity resulted in lowering the product price and made it more competitive.	No	The services that are being provided by JAIP such as water, electricity, waste management and security.	Yes but I still did not benefit from the reduction of electricity tariff because I am still working with the civil defense which I will complete soon.	Now, we appreciate the reduction in electricity. Also they satisfied Palpro center since it provided service for free.
6	Why do you continue to operate at JAIP?	Because we are very happy and satisfied at JAIP. JAIP is a great industrial park and the developer (Marwan) is very supporting, he helps us to resolve all our issues	This is long term business.	Because Choice invested a lot of money in his factory at JAIP.		Because I have invested in my factory at JAIP	Because paper pal invested a huge amount in his factory and because of the availability of water at JAIP since water is scarce throughout the West Bank.	I am struggling but I have already invested in JAIP.	AS A RESULT OF THE HARD WORK AND THE EFFORTS FROM OUR SIDE AND BECAUSE OUR PRODUCTS ARE INNOVATIVE ENOUGH TO COMPETE INTERNATIONALLY.	We came to the industrial park and invested money to build our business and we are not willing to leave.	Because we paid \$250,000 to move our company from Ramallah to JAIP and we don't want to lose what we had invested.
7	What services are the reasons for continuing to operate at JAIP?	electricity (rates, stability)	<ul style="list-style-type: none"> ● J-FAST ● electricity (rates, stability) ● security 	PRIDE (EU portion) electricity (rates, stability)	<ul style="list-style-type: none"> ● PRIDE (EU portion) ● water/wastewater ● electricity (rates, stability) ● waste disposal 	electricity (rates, stability)	<ul style="list-style-type: none"> ● water/wastewater ● electricity (rates, stability) ● Availability of Palm Fronds in Jericho 	electricity (rates, stability)	<ul style="list-style-type: none"> ● PRIDE (EU portion) ● J-FAST ● water/wastewater ● electricity (rates, stability) ● security ● waste disposal 	electricity (rates, stability)	electricity (rates, stability)
8	Are there any tenants you would like to collaborate with within JAIP? What is your image of them?	No, if Aluminum factory will come to JAIP we will collaborate.	No	Yes, Taleeb because he is a distributor and can market and distribute Choice products. Taleeb has already contacted and placed an order but Choice does not have money to purchase raw material. He is depending to get Jfast to purchase raw material.	NA	No	Yes, many tenants such as Alison, Choice, AM Food and the developer purchase and utilize paper pal towel and toilet paper	No	No	No, because there is no mutual products until now we can benefit in doing business together.	Yes, we would like to collaborate with Mahroom and if Euro Med operates there might be business with them. We have not contacted Al Mahroom and Euromed because both of them are not operating.

9	What services and facilities do you think would be good to have at JAIP to realize your business plan? (In order of priority)	If JICA can support to make a special coordination with the Israeli side to facilitate the movement of JAIP products to Israel.	Helping finding for export market	Choice is only interested in OSS and it would be beneficial to support tenants in exporting.	NA	Maintenance center for maintaining all hangers at JAIP since it took developer two years to fix the settlement in Ostry's hanger.	Production Management	In the present, I am doing fine.	NA	Production Management, Marketing. We also need a marketing office at JAIP to promote and JAIP and Jaipco's tenants and products. We need OSS to facilitate licensing. We need financial support to keep us moving after corona crises since the raw material prices has increased worldwide.	Not interested in BAS focus area but it would be great if there is a maintenance company that we can send our things to fix instead of sending them each time to Ramallah. We need tax reduction and Lease to own	
10	(For export-oriented companies) What services do you feel JAIP could provide to help you export?	NA	<ul style="list-style-type: none"> Helping to connect Alison with Agents (buyers) in different countries. Financial support for Quality Control LAB Equipments to comply with EU markets. 	NA	NA	NA	NA	NA	Helping with the registration of the products in new countries and facilitating the export procedures.	NA	NA	
About project indicator												
1	Are you satisfy with services in JAIP?	Yes. JAIP is an excellent industrial park with successful management of the developer. Marwan is very helpful and supports us in resolving any issue that raises. However, there should be penalties on factories that throw solid waste.	Fair	Fair	Fair	Not so much	Fair. Since our production is dependent on water. He thinks that the price of water 4.5 NIS/m3 is too high, he would be more satisfied if the price of water is reduced after drilling the new well in Jericho. He questioned why the newly drilled well is not put in service and why the prices of water are still too high after drilling the new well.	Fair	Fair	Strongly yes. Services at JAIP are great. The developer is very supportive and helps to solve our issues.	Fair	
2	How much amount you have invested after you come to JAIP in USD?	USD6.8 million	USD6.9 million	USD2.5 million	NA	USD1.5 million	USD5.5 million.	USD 3 million	NA	USD 0.7 million	USD1.68 million	

New Tenants

#	Items	1	2	3	4	5	6	7
Company								
1	Company name, number of employees, years from establishment	MAHROUM SWEETS	Jordanian- Palestinian Marketing Company- JAPACO	Palox for natural gases	Barhoum sons	Bisan	Ethar	Taleeb for plastic
	Number of employees	NA	6	NA	11	9	11	15
1	Year of establishment	1980	2022	NA	2022	2022	2022	2022
2	Main product and main market	Baklawa, sesame halva, kadaife dough, snacks bars and sugarless products.	Fresh Agriculture produce , and Processed food	Oxygen and nitrogen liquid and gases	Furniture, West bank and Israel	Nylon stretch, West Bank	Foam for packaging, West bank and Israel	Plastic. West Bank, Gaza and Israel
About JAIP								
1	How did you know JAIP	From business men people in Jericho 2016	From Local Sources and Via Online Search , and Via the GM of the JAPACO Company in Palestine	From MONE	From friend	From Al Ethar company	From FMH	From JAIP Co.
2	Where did you operate your business before moving into JAIP?	NAZARETH SINCE 1890	The Company is newly established company in Palestine and Jordan.	New business	Meshore Adumim – Israeli Industrial Park	Nablus	New business	We are merchants that sell plastic imported from Jordanian factories.
	What challenges did you face?	Workers, employees, Electricity, poor water , bad security, And bad weather in summer	Mainly lack of qualified employees.	NA	Israeli provided permits for staff	Raw material was not available from Israel. But now we import the raw material from Saudi Arabia with same price as Israel.	NA	NA
3	What are the advantages of JAIP (while there are other industrial parks)?	Good developer and serious partner in addition marvelous supporter, very high responsibility ,assistance all the time Moreover, take care for all the investors.	Low cost of Electricity & convenient location in building facility	1) easy access to all west bank 2) cheap investment 3) subsidized electricity cost	Lease fee is lower than Israeli Industrial Parks	The hangar space is larger and the lease fee is quite good.	Reduced electricity tariff, no noise pollution at JAIP	The services at JAIP are ready which made things easier. JAIP's location near Jordan.
4	Did you compare with other industrial parks?	No	No	No	No	No	No	No
5	What additional information would you have liked to have had when considering moving into JAIP? How would you have liked to have access to it?	INTERNATIONAL ACTIVITIES: AS PARTICIPNG INT' BUSINESS TRAVELLES, DOING B TO B MEETING WITH WHOLE SELLERS, DISTRIBUTORS IMPORTERS AND SHARING INTERNATIONAL FAIRS.	Looking favorably on Investment tariffs and Looking favorably in linking existing business with markets worldwide, and utilize existing facilities and business that can complement with our business nature.	None	All information was adequate and clear.	We trust Al Ethar and they gave us the whole picture about JAIP in an honest way.	Clarifications on electricity deduction because the percentage of deduction varies each month.	•We wished that we had been informed that the connecting the electricity takes too much time up till three months. This delay cause losses for the investor. We appreciate if JICA can coordinate with MONE's minister to expedite the electricity connection for new tenants at JAIP. •We also thought that the asphalt base course is ready to install the machines but we surprised that the thickness of the asphalt is only 5 cm. This will add more unexpected cost on us.

6	What kind of services would make you more willing to move into JAIP?	<p>1-SHOULD BE GOOD FACILITIES. 2-FREE TAXES AT LEAST 6 YEARS 3-MUST CHANGE THE MANAGEMENT FROM THE PALESTENIAN SIDE TO JAPANIES MANEGEMENT EMPLOYEES (VERY NECESSARY) 4- IN ORDER TO SUCCEED THE SECOND JAPANESE PROJECT IN JERICO I SUGGEST TO PUT NEW COMMITEES FROM JAPAN STATE</p>	<p>One Stop Shop that can help in export our goods to international markets.</p>	<p>JAIP should have a window which contains all required regulations for registrating a new company including MONE, Environment, MOH, civil defense and all other required.</p>	<ul style="list-style-type: none"> •Marketing center to market JAIP products and make display center for all JAIP products. This will encourage other investors to join the Industrial Parks. •Giving JAIP employees advantage in getting Israeli permits . 	<ul style="list-style-type: none"> •Providing transportation for the labor from Jericho to JAIP because it is difficult and costly. •Lack of labor forces •We need a cafeteria at JAIP, it will benefit the labor instead of going to the downtown to purchase lunch and food. 	<ul style="list-style-type: none"> •Marketing center to market JAIP products locally. •Exporting Center to help Al Ethar in exporting their products to nearby countries like Jordan, Egypt--etc. •Grant to buy raw materials. 	<p>Expediting the licensing procedures.</p>
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Current

No.	Name of Company	Total				From Jericho Governorate				Total Investment Amount
		Current Employee (Constant)		Full Operation Employee		Current Employee (Constant)		Full Operation Employee		
		(Constant)	(Seasonal)	(Constant)	(Seasonal)	(Constant)	(Seasonal)	(Constant)	(Seasonal)	(Current) in USD
1	Rihana Co.	17	0	24	0	12	0	19	0	1,400,000
2	Palolea Co.	12	0	24	0	10	0	10	0	2,300,000
3	PaperPal Co.	14	6	40	15	6	3	20	10	6,400,000
4	Palestinian House if Soup "Siba Co."	6	0	20	5	0	0	10	5	750,000
5	Hawamadeh Company	26	0	26	0	18	0	18	0	1,257,200
6	Moon Valley	4	25	8	30	1	30	2	30	1,200,000
7	F.M.H for Industry and trade Company	8	0	8	0	0	0	0	0	1,500,000
8	Kingdom Dates Co.	5	15	10	15	0	10	5	10	1,200,000
9	CHOICE	2	5	34	6	11	0	22	0	2,500,000
10	Ostry	25	5	30	5	5	5	10	0	1,200,000
11	Euro-Med.	4	0	20	0	1	0	12	0	1,200,000
12	Al-Masara Co.	8	0	50	0	2	0	25	0	3,000,000
13	Al Ethar	11	0	15	0	6	0	8	0	1,200,000
14	Tal (Rihana previously)	10	0	20	0	1	0	4	0	1,400,000
15	A.M Food	7		10		2		5		3,000,000
16	Q. Fine	40	0	40	0	25	0	25	0	2,000,000
17	Petra (Occupied 6 Hangars)	70	0	95	0	8	0	15	0	6,800,000
18	Al maslamani (PrimaJet Co.)	50	0	60	0	7	0	10	0	150,000
19	Plaza	7	0	10	0	3	0	5	0	700,000
20	Barhoum Sons	16	0	30	0	7	0	10	0	
21	Bisan	5	2	10	2	1	2	1	2	2,000,000
22	Taleeb	30	0	150	0	5	0	30	0	3,000,000
23	JPACO	4	0	10	0	1	0	2	0	20,000,000
24	JAIPCO	11	0	15	0	4	0	5	0	8,500,000
25	Alison	36	0	50	0	16	0	20	0	6,900,000
	Total	428	58	809	78	152	50	293	57	23,907,200
	Total (Constant+Seasonal)	486		887		202		350		

Future

No.	Name of Company	Total				From Jericho Governorate				Total Investment Amount (Current) in USD
		Current Employee (Constant)		Full Operation Employee		Current Employee (Constant)		Full Operation Employee		
		(Constant)	(Seasonal)	(Constant)	(Seasonal)	(Constant)	(Seasonal)	(Constant)	(Seasonal)	
1	Rihana Co.	17	0	24	0	12	0	19	0	1,400,000
2	Tal (Rihana previously)	10	0	20	0	1	0	4	0	1,400,000
3	Palolea Co.	12	0	24	0	10	0	10	0	2,300,000
4	PaperPal Co.	14	6	40	15	6	3	20	10	6,400,000
5	Palestinian House if Soup "Siba Co."	6	0	20	5	0	0	10	5	750,000
6	Hawamadeh Company for Export	26	0	26	0	18	0	18	0	1,257,200
7	Moon Valley	4	25	8	30	1	30	2	30	1,200,000
8	F.M.H for Industry and trade Company	8	0	8	0	0	0	0	0	1,500,000
9	Al Ethar	11	0	15	0	6	0	8	0	1,200,000
10	Holy land Herbs			8	10					945,000
11	Kingdom Dates Co.	5	15	10	15	0	10	5	10	1,200,000
12	Al-Bayan			37						2,000,000
13	CHOICE	2	5	34	6	11	0	22	0	2,500,000
14	Al-Masara Co.	8	0	50	0	2	0	25	0	3,000,000
15	Quality Food Co.									1,800,000
16	Dead Sea Secret			20						650,000
17	Al Mahroom Co.	1	6	2	14	0	0	0	6	1,500,000
18	Jafa New Solar Power limited			27						1,200,000
19	Bow Equipment Co.	15	11	25	18	2	4	3	6	500,000
20	A.M Food	7		10		2		5		3,000,000
21	Salty Co.			12						1,500,000
22	Ostry Co.	25	5	30	5	5	5	10	0	1,200,000
23	Q. Fine	40	0	40	0	25	0	25	0	2,000,000
24	Solid	2		15						1,500,000
25	Al Rana	34		34						1,227,000
26	Al Bana			25						1,300,000
27	Al Jamal			30						2,000,000
28	Ajarex			12						1,200,000
29	Euro Mid	4	0	20	0	1	0	12	0	1,200,000
30	New Carton Pack	100		100						7,000,000
31	Abdeen Co.			10						1,000,000
32	Sarab Co. (JEF)	4		4		6		16	6	300,000
33	Petra (Occupied 6 Hangars)	70	0	95	0	8	0	15	0	6,800,000
34	Pepsi Co.									
35	Al jobah (Occupied 2 Hangars)			11						250,000
36	Al maslamani (PrimaJet Co.)	50	0	60	0	7	0	10	0	150,000
37	Plaza	7	0	10	0	3	0	5	0	700,000
38	Barhoum Sons	16	0	30	0	7	0	10	0	
39	Bisan	5	2	10	2	1	2	1	2	2,000,000
40	Taleeb	30	0	150	0	5	0	30	0	3,000,000
41	JPACO	4	0	10	0	1	0	2	0	20,000,000
42	JAIPCO	11	0	15	0	4	0	5	0	8,500,000
43	Alison	36	0	50	0	16	0	20	0	6,900,000
	Total	567	75	1157	120	148	54	293	75	104,029,200
	Total (Constant+Seasonal)	642		1,277		202		368		

別添 28

BAS 提供の持続可能性確保方針 オプション検討表

コロナ禍におけるBASビジョンの中の資金的な持続可能性の確保のための方針オプション

オプション	概要	メリット	デメリット	Effectiveness	Feasibility	次期研修対象ターゲット	研修内容	研修後提供サービス
0. 当初計画	中小零細企業向けに無償のMiniおよび有償のDeep Consultationを提供	・日本側の論理として、当初の評価枠組みを残せる	・コロナ禍により企業の支払い能力の著しい低下で収入見込が皆無 ・NEの意欲の低下、NEブランドへの関心喪失	X	X	・商工会関係者 ・企業のインハウスコンサルタント希望者	・標準レベルの研修 ・4分野 ・コロナ禍生き残り策（緊急対応Tips）	1日程度の簡易診断、簡易アドバイスのスMiniサービス中心、無料
1. 融資促進ビジネスプラン（BP）作成支援	・コロナ禍においても環境適応、成長意欲がある企業の融資申請を支援 ・銀行側のニーズに応じて融資後のフォローアップも？	・融資の一部がFee支払いの原資になる ・他ドナーの資金支援（マッチンググラント、SME融資、保証）とのシナジー	・これまでのNEはBPと財務分野人数が非常に少ない ・パレスチナの融資の審査は担保重視のため、良いBPだから融資が受けられるわけではない	△	△	・銀行SME担当者 ・民間コンサルタント（4分野、財務とBPを多めに確保）	・銀行SME側の審査能力向上研修 ・BP作成、BP作成に関わり財務、マーケティング、生産管理	・融資申請支援のサービス ・融資後のBP実現フォローアップ支援
2. NE向けバウチャー制度構築	他ドナー資金でNEの報酬を補助するバウチャー制度を構築	・NEの競争意識を保ちながら、NEの報酬を確保 ・BTCの過去の経験を活用できる	・他ドナーの資金の利用で持続性を確保したと言えるか（ただしオスロ合意以後26年間パレスチナ経済はドナー資金が経常化している）	○	△	民間コンサルタント（4分野）	・上級レベルのBAS研修 ・商工会職員向けのバウチャー制度の研修	・企業の規模別に補助率を変えたバウチャー制度で有償レベルのサービス提供 ・引き合いの多いNEが見える化
3. 対象企業を中～大企業に変更	支払い能力のある中規模貴重を中心にサービス提供する。大企業も公的目的地を確保できれば入れる。	・NEの報酬を確実に確保できる ・中規模以上の企業の方が日本人専門家の経験をより活用可能	・当初の評価枠組みを乖離する（ただし、大目的のパレスチナの産業振興にはつなげる工夫は可能）	△	○	・民間コンサルタント（マーケティング、生産管理中心）	・上級レベルのBAS研修 ーコロナ禍に特化のトピックも盛り込む ・人数は絞る（30名程度→20名程度修了）	・中/大企業向けのピンポイントのサービス提供

その他考察事項

■ さらに必要な情報

- コロナ禍の企業情報—FPCCIAが案件形成中のオランダ・PIFの準備調査の内容、12/6に概要発表があった世銀/PCBSのEconomic Pulse Surveyは第一波のロックダウンの影響についてで、あまり参考にならない。PCBSのIndustrial Promotion Indexなどマクロの数字は参考になる。
- 現状のコンサル市場—全体のボリュームは7割程度まで戻ってきているが、求められるサービスはより具体的でDemandingになっているとの意見（11月初旬の時点のNEの一人）
- 企業（中小零細、大）に支払意思を聞く意義はあまりなく（正直な回答が期待できない）、民間コンサルのNEおよび民間コンサルタント協会（Mustashar）にヒアリングしてコロナ禍の報酬相場、ニーズをインタビューするのが現実的

■ 資金的な持続可能性について、日本との比較

- 日本の経営指導員がNEによるMini Consultation、中小企業診断士がNEシニアによるDeep Consultationの提供者というイメージが近い
- 日本では、経産省-中小企業庁の各種補助金（特に経営革新計画）の申請補助が中小企業診断士の駆け出しの頃の主要な仕事＝官側の施策と一体となっている
- 商工会議所も伴走型支援で優良企業を選別し、マル経の無担保融資の間接的な審査に関与している。商工会や自治体（例：横浜市IDEC Yokohama）のサービスではコンサルタントとしても安価であっても営業的な側面で参加している。企業側としても一度審査が入ったリストはある程度信頼を持って依頼できる。
- 地域ごとの中小企業診断士協会が相互研鑽、定期研修により知識のブラッシュアップをするとともに（資格更新の条件）、資格のブランド維持に重要な機能を果たしている
- パレスチナでは、政府からの補助金の確保の可能性はゼロ。この中で機能する仕掛けを工夫する必要がある。

■ 新DACの評価で新たに入るCoherenceにより、他ドナーとの協調の機運は若干高まっている

- E-learningによる収入は、それ自体のシステム・ライセンス料の捻出までは確保できると見ているが、NEの報酬の確保までは非現実的。コロナ禍により企業からの収入見通しの前提は当初よりは下げる必要がある。

別添 29

要員配置

要員従事実績(第1期)

担当	氏名	西暦		2019年												2020年						日数	人/月	
		月	格付	3月	4月	5月	6月	7月	8月	9月	10月	11月	12月	1月	2月	3月	4月	5月	6月	現地	国内			
		渡航回数	計画/実績																					
総括/ 工業団地開発	松澤 猛男	2	5	当初計画	(35)				(35)			(40)			(23)		(35)			168	5.60			
		1	1	変更計画	(32)															32	1.07			
		1	1	実績/最新計画	(12)	(20)															32	1.07		
総括/ 工業団地開発 (交代)	本村 雄一郎	2	0	当初計画																0	0.00			
		2	2	変更計画											(15)		(15)			30	1.00			
		1	1	実績/最新計画											11	16				6	0.20			
副総括/ ビジネス戦略	高橋 輝樹	3	3	当初計画		(26)				(21)		(21)								68	2.27			
		3	5	変更計画		(25)		(32)			(26)		(24)		(37)					144	4.80			
		4	4	実績/最新計画	10	4		26	27		7	1	6	29						107	3.57			
ビジネス・アドバイザー・ サービス(BAS)制度整備	小沢 良一	3	5	当初計画	(23)			(23)			(19)		(16)		(19)				100	3.33				
		5	5	実績/最新計画	8	30		11	4	24	6	14	2	23	11					100	3.33			
工業団地運営・管理	栗田 勝己	3	5	当初計画		(21)			(16)		(16)		(16)		(18)				87	2.90				
		3	4	変更計画		(21)			(16)				(14)		(18)				69	2.30				
		2	2	実績/最新計画	2	17		18	3											32	1.07			
投資促進/ 研修計画	町田 和俊	4	5	当初計画	(30)			(25)		(21)		(21)		(20)					117	3.90				
		4	5	変更計画	(30)			(26)		(36)		(26)		(29)					147	4.90				
		5	5	実績/最新計画	8	31	6	11	6	17	21	9	4	1	29	21				168	5.60			
ロジスティクス1	中川 義也	3	2	当初計画						(16)			(16)						32	1.07				
		3	3	変更計画						(7)	(13)					(12)			32	1.07				
		2	2	実績/最新計画						1	7	29	11							20	0.67			
ロジスティクス2	大出 一晴	3	2	当初計画						(16)						(16)			32	1.07				
		1	1	実績/最新計画						29	11								13	0.43				
財務管理	藤本 亮	3	4	当初計画	(7)						(21)	(14)		(14)		(14)			56	1.87				
		3	5	変更計画	(7)					(7)	(14)	(14)		(14)					56	1.87				
		5	5	実績/最新計画				29	5	24	30	21	4	30	13	22	26		(5)	47	1.57			
マーケティング	藤田 忍	3	3	当初計画	(10)			(26)			(26)								62	2.07				
		3	4	変更計画	(10)			(26)			(16)		(10)						62	2.07				
		4	4	実績/最新計画	8	17		25	13		15	30	10	25						61	2.03			
品質・生産管理	玉田 光夫	3	3	当初計画	(10)					(26)			(26)						62	2.07				
		3	3	実績/最新計画	16	25				22	17			18	12				62	2.07				
																			現地作業人月 合計(契約変更後計画)		766	25.55		
																			現地作業人月 合計(実績/最新計画)		648	21.81		

現
地
作
業

業務従事者の従事実績表(第2期)

氏名	担当	西暦			2020年												2021年												2022年												2023年				日数	人/月		
		所属先	格付	2021年度 渡航回数	2022年度 渡航回数	全渡航 回数	計画/実績	6月	7月	8月	9月	10月	11月	12月	1月	2月	3月	4月	5月	6月	7月	8月	9月	10月	11月	12月	1月	2月	3月	4月	1月	2月	3月	4月	現地	国内												
								最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績	最新計画/実績									
本村 雄一郎	総括/工業団地開発	バデコ	2	0	0	0																																0	0.00									
				0	0	0																																0	0.00									
高橋 輝樹(交代)	総括/工業団地開発/ビジネス戦略	バデコ	2	1	3	4																																93	3.10									
				1	4	5																																122	4.07									
高橋 輝樹	副総括/ビジネス戦略	バデコ	3	1	0	1																																35	1.17									
				1	0	1																																35	1.17									
笠井 千賀子(交代)	副総括/研修計画2	バデコ	3	0	3	3																																75	2.50									
				0	3	3																																49	1.63									
Lucy Duncan	工業団地開発2	バデコ(Safe Ports)	2	0	2	2																																60	2.00									
				0	0	0																																	0	0.00								
小沢 良一	BAS制度整備	バデコ	3	1	0	1																																24	0.80									
				1	0	1																																	24	0.80								
町田 和俊	投資促進/研修計画	バデコ	4	2	3	5																																	169	5.63								
				1	2	3																																	108	3.60								
現地作業	田邊 崇洋(後任)	バデコ	4	0	0	0																																	0	0.00								
				0	2	2																																	31	1.03								
	汪夏如	バデコ	4	0	2	2																																	60	2.00								
				0	1	1																																	11	0.37								
	笠井 千賀子	バデコ	4	0	0	0																																	0	0.00								
				0	0	0																																	0	0.00								
	中川 義也	バデコ	3	0	2	2																																	29	0.97								
				0	2	2																																	28	0.93								
	大出 一晴	バデコ(日本工営)	3	0	0	0																																	0	0.00								
				0	0	0																																	0	0.00								
	Fatemeh Maosuleh(後任)	バデコ	3	0	0	0																																	0	0.00								
				0	0	0																																	0	0.00								
	藤本 亮	バデコ(トラスハイア)	3	1	1	2																																	27	0.90								
				0	2	2																																	25	0.83								
	藤田 忍	バデコ(SOF)	3	2	0	2																																	52	1.73								
				2	1	3																																	61	2.03								
	玉田 光夫	バデコ(トラスハイア)	3	1	0	1																																	24	0.80								
				1	1	2																																	33	1.10								
渡航回数(計画)				9	16	25																																					現地作業人月合計 計画				648	21.60
渡航回数(実績)				7	18	25																																					現地作業人月合計 実績				527	17.56

