

**NEAR EAST FOUNDATION**

*Partners for Community Development since 1915*



# Provision of Reintegration Support Services to Ex-Combatants in South Kordofan State (RSS)



## RSS Small Business Development Training Manual

Near East Foundation

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The Near East Foundation developed this manual for use in the Reintegration Support Services Project. The Program for the Advancement of Research on Conflict and Collaboration contributed to the development of the conflict management and leadership modules.

## **Modules**

### **A. Communities of Peace**

1. Conflict Management: Conflict Styles
2. Conflict Management: Reflective Listening
3. Leadership
4. Human Rights
5. Gender and Gender Awareness
6. Gender Based Violence
7. Sexually Transmitted Diseases – HIV/AIDS

### **B. Small Business Development – Planning for a Business**

8. Introduction to the Business Plan
9. Business Communication
10. What is an Entrepreneur? Finding Opportunities
11. Field Visit to Businesses
12. Case Studies and Brainstorming
13. Business Plan: Selection and Description of Ventures
14. Business Finance: Managing Expenses, Profits/Losses
15. Business Finance: Costing and Pricing
16. Business Finance: Financial Statements and Budgeting
17. Business Finance: Legal Aspects of Small Business Development
18. Business Finance: Review and Business Plan
19. Microfinance Overview
20. Business Plan Review

<b>SESSION TITLE:</b>	<b>Conflict Styles</b>	
<b>RATIONALE:</b>	Understanding the roots of conflict and conflict styles can help participants to be more self-aware and better reintegrate into their communities.	
<b>COMPETENCE AREA:</b>	Self-awareness, conflict management, communities of peace.	
<b>OBJECTIVES OF THE SESSION:</b>	Participants have a better understanding of themselves and conflict.	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>	Up to 40 participants	
<b>MATERIALS NEEDED:</b>	Paper, writing materials	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>		<i>Time: 30 minutes</i>
<p><b>A. To create a safe space for discussion, the facilitator should set ground rules for the session:</b></p> <p>Ground Rules</p> <ol style="list-style-type: none"> <li>1. Confidentiality</li> <li>2. Suspend judgment</li> <li>3. All responsible for learning</li> <li>4. Helpful coaching</li> <li>5. Real life issues</li> <li>6. Safe to make mistakes</li> <li>7. A mutual respect for the schedule</li> <li>8. Respect other participants</li> </ol> <p><b>B. To encourage the participation of all group members, this should be followed with an activity that allows everyone to speak (an icebreaker):</b></p> <ol style="list-style-type: none"> <li>1. Introduce yourself and a single word to describe how you are feeling this morning.</li> </ol> <p><b>C. To introduce the session, the facilitator should divide participants into groups to discuss: <u>What words come to mind when you think of conflict?</u></b></p> <ol style="list-style-type: none"> <li>1. Work in a group at your table.</li> <li>2. Assign a scribe to copy the words your group lists. When you are done, look at the words to see what themes arise.</li> <li>3. Using different colored markers, make note of whether each word is considered negative, positive or neutral.</li> <li>4. Report the results to the large group. Facilitator should encourage discussion of words that arise.</li> </ol>		

## II. Presentation and Demonstration

Time: 50 minutes

### A. Introduction to conflict. (5 minutes)

*What is conflict?*

1. Conflict is an expressed struggle.
2. Conflict is between two or more parties,
3. Conflict is that are interdependent,
4. Conflict is involving strong emotion,
5. Conflict is and a perceived blockage to needs and/or values.

### B. Activity to encourage participation. (15 minutes)

*Activity: Shuffle the Deck*

1. Ask each participant to think about a brief personal conflict situation you are willing to share.
2. Randomly select individuals to share their conflict.
3. Think about the different conflicts mentioned. What are the sources of conflict?

### C. Sources of conflict (5 minutes)

Conflicts are usually about any of these factors:

1. The distribution of resources.
2. Mutually exclusive goals.
3. The means to achieving goals.
4. The nature of relationships.
5. Values and beliefs.

### D. Types of conflict (25 minutes)

1. If the situation is appropriate, use the attached conflict styles survey.
  - a. Conflict Behavior Instrument
    - i. This survey consists of several pairs of statements describing possible behavioral responses to conflict. Review each pair of statements and select the one that would be most characteristic of your behavior. Circle the "A" or "B" response for statement.
    - ii. Choose a single frame of reference (e.g., work-related conflicts, family, social) and use for all responses.
    - iii. There are no right or wrong answers!  
Katz and Lawyer, based on Kenneth W. Thomas and Ralph H. Kilman's *Conflict Mode Instrument* (1974)
2. If not, discuss the differences between conflict styles:
  - a. Accommodator
  - b. Avoider
  - c. Collaborator
  - d. Controller

<p>e. Compromiser</p> <p>3. Ask participants to discuss the negative and positive attributes of each style.</p>
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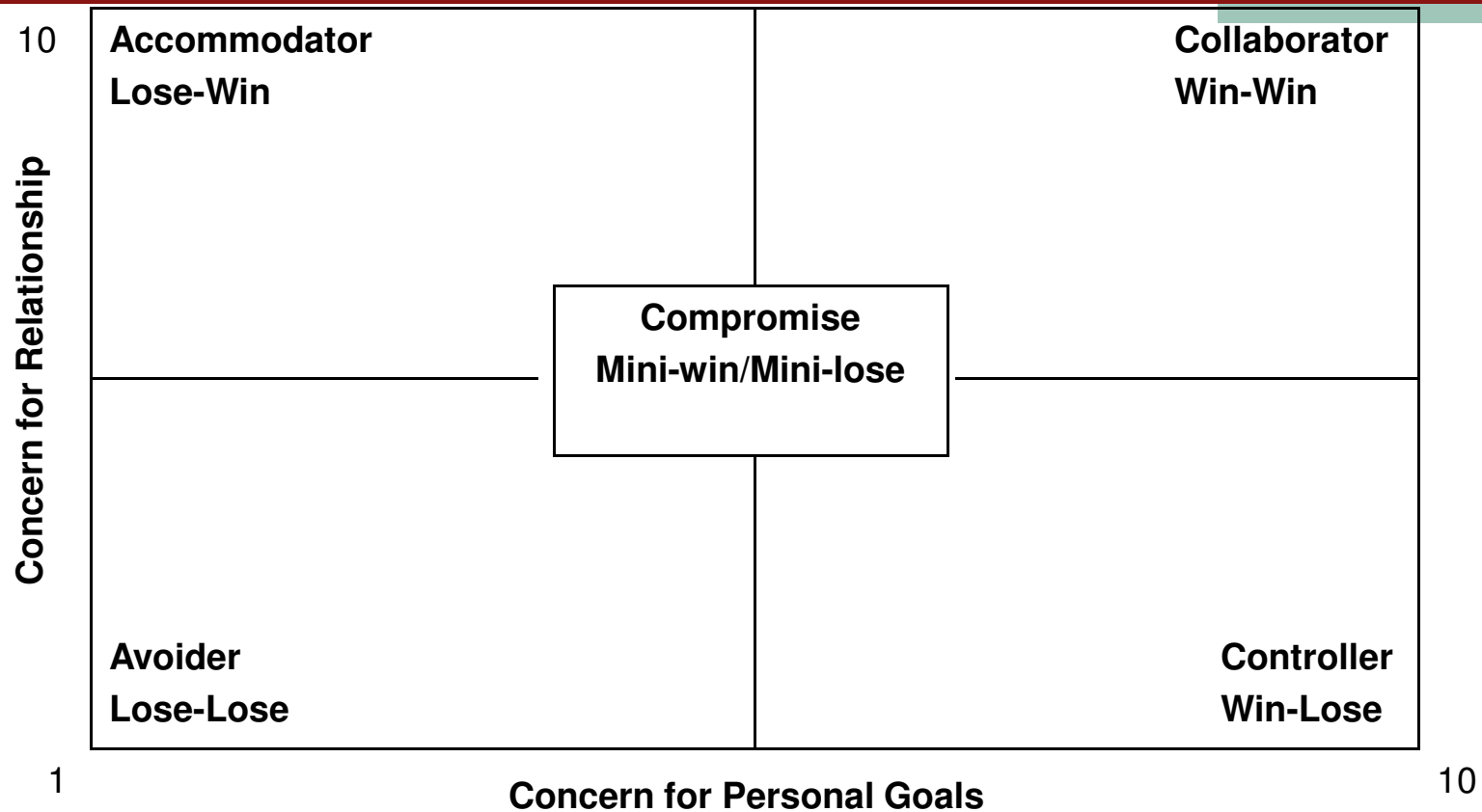
<b>III. Practice/Production/Application</b>	<i>Time: 10 minutes</i>
<p>Remember: Conflict is an expressed struggle that may occur between two or more parties that are interdependent, involving strong emotion, and a perceived blockage to needs and/or values.</p> <p>The perceived blockage is especially important to understanding conflict!</p>	

<b>ASSIGNMENTS/ACTIVITIES:</b>	Included above.
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<p><b>TRAINER NOTES:</b></p>	<p><b>Conflict Styles:</b> (diagram and conflict styles handout are attached)</p> <ul style="list-style-type: none"> <li>• <b>Collaborating:</b> We both win! <ul style="list-style-type: none"> <li>○ Assert your views while also inviting other views. Welcome differences; identify all main concerns; generate options; search for solution which meets as many concerns as possible; search for mutual agreement.</li> <li>○ <b>Perspective on Conflict:</b> Conflict is natural, neutral. So affirm differences, prize each person's uniqueness. Recognize tensions in relationships and contrasts in viewpoint. Work through conflicts of closeness.</li> <li>○ <b>Collaborating is good when:</b> you have time and want to work something out to satisfy all sides; you care about the other person and feel strongly about the issues; you want to get thoughts and feels out on the table and deal with them so they do not cause problems later.</li> <li>○ <b>Collaborating is not good when:</b> you don't care that much about the issues; you need to do something quickly (for example, an emergency—a fire)</li> </ul> </li> <li>• <b>Compromising:</b> We meet half way. We split the difference <ul style="list-style-type: none"> <li>○ Urge moderation; bargain; split the difference; find a little something for everyone; meet them halfway.</li> <li>○ <b>Perspective on Conflict:</b> Conflict is mutual difference best resolved by cooperation and compromise. If each comes halfway, progress can be made by the democratic process.</li> <li>○ <b>Compromising is good when:</b> you need a quick solution and can both give up something; you both want exactly the same thing and it can be divided up or shared; you are willing to let chance decide; you have tried to satisfy everyone, but it is not working</li> <li>○ <b>Compromise is not good when:</b> you might work a little longer and find a solution that pleases everyone better</li> </ul> </li> <li>• <b>Accommodating:</b> Giving in <ul style="list-style-type: none"> <li>○ Accept the other's view; let the other's view prevail; give in; support; acknowledge error; decide it's no big deal or it doesn't matter.</li> <li>○ <b>Perspective on Conflict:</b> Conflict is usually disastrous, so yield. Sacrifice your own interests, ignore the issues, put relationships</li> </ul> </li> </ul>
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	<p>first, keep peace at any price.</p> <ul style="list-style-type: none"><li>○ <b>Accommodating is good when:</b> you are or were wrong about something, you care about the person more than the issue (example, your spouse)</li><li>○ <b>Accommodating is not good when:</b> it happens a lot and you wish you could speak up more often</li></ul> <ul style="list-style-type: none"><li>● <b>Avoiding:</b> I leave.<ul style="list-style-type: none"><li>○ <b>Perspective on Conflict:</b> Conflict is hopeless; avoid it. Overlook differences, accept disagreement or get out.</li><li>○ <b>Avoiding is good when:</b> you do not care about the issue; you are very angry and need time to good off; you are in a dangerous situation</li><li>○ <b>Avoiding is not good when:</b> you rarely want to deal with eh conflicts in your life; you care about an issue but are afraid to speak up; you keep being bothered by a disagreement with someone you care about.</li></ul></li><li>● <b>Forcing:</b> I take charge.<ul style="list-style-type: none"><li>○ Control the outcome, discourage disagreement, insist on my view prevailing.</li><li>○ <b>Perspective on Conflict:</b> Conflict is obvious; some people are right and some people are wrong. The central issue is who is right. Pressure and coercion are necessary.</li><li>○ <b>Forcing is good when:</b> you need to do something quickly; your conscience tells you to do or not to do something that displeases others; you know you are right and it is important to you that the others recognize that</li><li>○ <b>Forcing is not good when:</b> you use it often with people you care about or will need to spend time within in the future; you want people to feel they can discuss and disagree with you openly.</li></ul></li></ul>

# Two-dimensional Model of Conflict Styles\*



\*Based on Robert Blake and Jayne Mouton, *Corporate Excellence through GRID Organizational Development*, Houston: Golf Publications, 1971. p. 11.



## Conflict Behavior Survey

This conflict behavior survey has been designed to assist you in becoming aware of your characteristic approach or style in managing conflict. In completing this survey, you are invited to respond by making choice that correspond with your typical behavior in a particular conflict situation.

### Section 1: Survey

The survey consists of several pairs of statements describing possible behavioral responses to conflict. Please review each pair of statements and select the one that would be most characteristic of your behavior. Please circle the A or B response in the column to the right of the pair.

Please choose a single frame of reference (e.g., work-related conflicts, family conflicts, social conflicts) and keep that frame of reference in mind when responding to all the situations. And remember, as you complete this survey, that it is not a test. There are no right or wrong responses. The survey will be helpful to you only to the extent that your responses accurately represent your characteristic behavior or attitudes.

### Conflict Behavior Instrument

STATEMENTS	COLUMNS				
	1	2	3	4	5
1. A. You sometimes let the other party take responsibility for resolving the conflict. B. Rather than negotiate the issues on which you disagree, you try to stress the issues upon which you both agree.			B		A
2. A. You attempt to find a compromise solution to the conflict. B. You attempt to deal with all of the other party's concerns as well as your own.	B	A			
3. A. You are usually firm in pursuing your goals. B. You might attempt to soothe the other party's feelings and seek to preserve your relationship.			B	A	
4. A. You attempt to find a compromise solution to the conflict. B. You sometimes sacrifice your own wishes for the wishes of the other party.		A	B		
5. A. You consistently seek the other party's help in working out a solution to the conflict. B. You attempt to do what is necessary to avoid useless tension.	A				B
6. A. You attempt to avoid creating unpleasantness for yourself. B. You attempt to win your position.				B	A
7. A. You attempt to postpone the issue until you have had some to think it over. B. You give up some points in exchange for others.		B			A
8. A. You are usually firm in pursuing your goals. B. You attempt to get all concerns and issues immediately out in the open.	B			A	
TOTAL PAGE 1					

## STATEMENTS

## COLUMNS

	1	2	3	4	5
9. A. You feel that differences are not always worth worrying about. B. You make some effort to get your way.				B	A
10. A. You are usually firm in pursuing your goals. B. You attempt to find a compromise solution to conflict.		B		A	
11. A. You attempt to get all concerns and issues immediately out in the open. B. You might attempt to soothe the other party's feelings and seek to preserve your relationship.	A		B		
12. A. You sometimes avoid taking positions which would create controversy. B. You will let the other party get some of his/her needs and interests met if you also get some of yours met.		B			A
13. A. You propose a middle ground. B. You press to get your points made.		A		B	
14. A. You tell the other party your ideas and ask for his/hers. B. You attempt to show the other party the logic and benefits of your position.	A			B	
15. A. You might attempt to soothe the other party's feelings and seek to preserve your relationship. B. You attempt to do what is necessary to avoid useless tensions.			A		B
16. A. You attempt not to hurt the other party's feelings. B. You attempt to convince the other party of the logic and benefits of your position.			A	B	
17. A. You are usually firm in pursuing your goals. B. You attempt to do what is necessary to avoid useless tension.				A	B
18. A. If it makes the other party happy, you might let him/her maintain his/her views. B. You will let the other party get some of his/her needs and interests met if you also get some of yours met.		B	A		
19. A. You attempt to get all concerns and issues immediately out in the open. B. You attempt to postpone the issue until you have had some time to think it over.	A				B
20. A. You attempt to immediately work through differences. B. You attempt to find a fair combination of gains and losses for both you and the other party.	A	B			
TOTAL PAGE 2					

STATEMENTS

COLUMNS

	1	2	3	4	5
21. A. In approaching negotiations, you try to be considerate of the other party's wishes. B. You always lean towards a direct discussion of the problem.	B		A		
22. A. You attempt to find a position that is intermediate between the other party's position and your position. B. You state your wishes and try to get them met at all costs.		A		B	
23. A. You are very often concerned with satisfying everyone's wishes. B. You sometimes let the other party take responsibility for resolving the conflict.	A				B
24. A. If the other party's position seems very important to him/her, you would try to meet his/her wishes. B. You attempt to get the other party to settle for a compromise.		B	A		
25. A. You attempt to show the other party the logic and benefits of your positions. B. In approaching negotiations, you try to be considerate of the other party's wishes.			B	A	
26. A. You propose a middle ground. B. You are nearly always concerned with satisfying the wishes of all parties in a conflict.	B	A			
27. A. You sometimes avoid taking positions that would create controversy. B. If it makes the other party happy, you might let him/her maintain his/her views.			B		A
28. A. You are usually firm in pursuing your goals. B. You consistently seek the other party's help in working out a solutions to the conflict.	B			A	
29. A. You propose a middle ground. B. You feel that differences are not always worth worrying about.		A			B
30. A. You attempt not to hurt the other party's feelings. B. You always share the problem with the other person so that it can be mutually worked out.	B		A		
TOTAL PAGE 3					

**Step 1**

When you have completed all the items in Section I of the survey, total the number of circles in each column on each page of the instrument and transfer the totals to the appropriate spaces in figure A on this page.

**Step 2**

Transfer you column total scores from figure A to figure B, which will indicate your ideal order.

**Step 3**

Transfer the style names in figure B, in order from the highest ranking score first, on to figure C which will show your order, and enter the scores in the adjacent blanks.

COLUMNS					
Scoring Totals	1	2	3	4	5
Total from page 1					
Total from page 2					
Total from page 3					
Column Totals					

Figure A Scoring Table

Style		Score
1. Collaborator	(Column 1)	_____
2. Compromiser	(Column 2)	_____
3. Accommodator	(Column 3)	_____
4. Controller	(Column 4)	_____
5. Avoider	(Column 5)	_____
	Total	_____

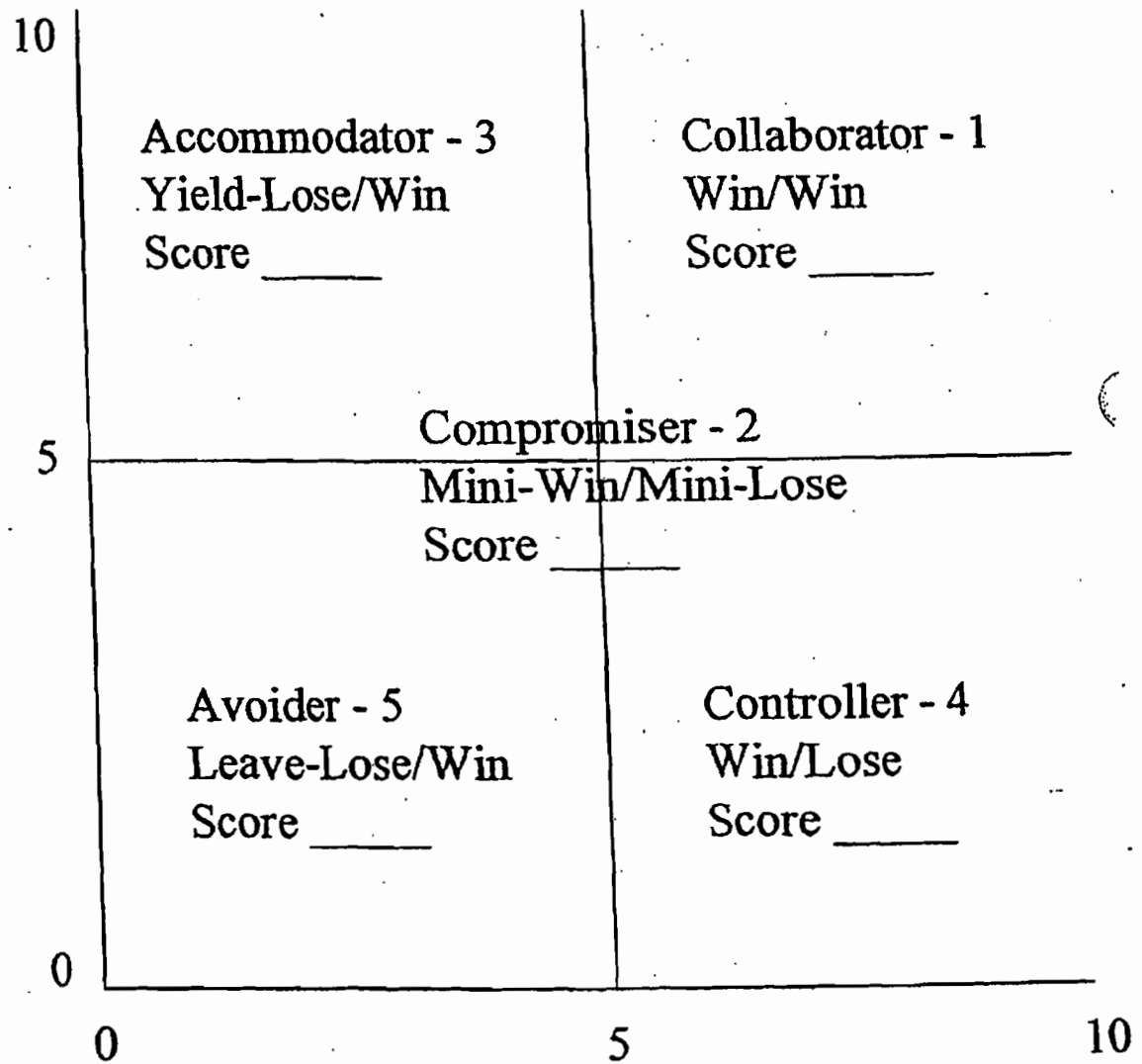
Figure B Ideal Order

Choice	Style	Score
1 <sup>st</sup>	_____	_____
2 <sup>nd</sup>	_____	_____
3 <sup>rd</sup>	_____	_____
4 <sup>th</sup>	_____	_____
5 <sup>th</sup>	_____	_____
	Total	_____

Figure C Your Order

# A Two-Dimensional Model of Conflict

Concern for Relationship



Concern for Personal Goals

<b>SESSION TITLE:</b>	<b>Reflective Listening</b>	
<b>RATIONALE:</b>	Understanding the roots of conflict and conflict styles can help participants to be more self-aware and better reintegrate into their communities.	
<b>COMPETENCE AREA:</b>	Self-awareness, conflict management, communities of peace.	
<b>OBJECTIVES OF THE SESSION:</b>	Participants have a better understanding of themselves and how to better listen, manage conflict.	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>	Up to 40 participants	
<b>MATERIALS NEEDED:</b>	Paper, writing materials	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>		<i>Time: 15 minutes</i>
<p>In the group, ask participants to define "listening".</p> <ul style="list-style-type: none"> <li>- What does it mean to listen?</li> <li>- What does it feel like to have someone listen to you?</li> <li>- What does it feel like when someone does not listen to you?</li> </ul>		
<b>II. Presentation and Demonstration</b>		<i>Time: 55 minutes</i>
<p><b>A. Roleplay — facilitators provide an example of poor listening (10 minutes)</b></p> <p>I. Facilitators demonstrate poor listening.</p> <ol style="list-style-type: none"> <li>a. Bad body language.</li> <li>b. Listener is distracted.</li> <li>c. Interrupt each other</li> <li>d. Do not show interest.</li> </ol> <p><i>For example, person A is working in a shop, and person B comes up to buy something. Person A is speaking on the phone and distractedly helping person B. Person B becomes very frustrated at Person A for lack of attention.</i></p> <p>Facilitator asks group what they could have done to listen well. Write up suggestions on white board as 'active listening skills'. Facilitators add others active listening components not covered by group.</p> <p>Facilitators then use suggestions from group to roleplay active listening using the same scenario. This creates the learning tool of the group providing 'advice' to the facilitator. Brief discussion on what was different and the aims of active listening.</p> <p><b>B. Introduction to listening (30 minutes)</b></p> <ul style="list-style-type: none"> <li>• Listening is following the thoughts and feelings of others to understand what they are saying from their perspective, frame of reference, or point of view.</li> <li>• It requires treating the speaker with dignity and respect</li> </ul>		

- Listening is a disciplined skill: you cannot do two things at once if one of them is listening!
- Reflective Listening is a special type of listening that involves paying respectful attention to the content and feelings of another's communication, hearing and understanding, and then letting the other know that he/she is being heard and understood. It is a process of clearly communicating to ensure understanding.
- Reflective Listening requires two steps:
  1. Hear and understand what the other is saying through his/her words and body language.
  2. Reflect (express) the thoughts and feelings heard through your own words, tone of voice, posture, and gestures so that the other knows that he/she is heard and understood.
- Purpose of Reflective Listening:
  1. To understand what the speaker is saying.
  2. To help the speaker clarify his/her thoughts and feelings.
  3. To let the speaker know you have heard and understood.
  4. To create room inside the other so they can listen to you.

Step 1. Take in cues from the speaker. Cues are things that indicate another person's thoughts or ideas. This can include are key words or phrases. Cues can be physical: facial expression, body posture or gestures

They can also be auditory: voice tone, tempo, volume, inflection. Furthermore, they can also involve feelings and context.

Step 2. Sort cues as to what seems to be most important to the speaker

Step 3. Formulate the response to capture essence of speaker's feelings and thoughts

Step 4. Check out your conclusion with the speaker, and check for accuracy (congruency check)

Example: You're feeling \_\_\_\_\_ about/when/because \_\_\_\_\_

(\* it is suggested that the facilitators role play an example of active listening)

### **C. Practice clarifying (15 minutes)**

Ask participants to divide into small groups to practice asking clarifying questions. The following are examples that can be used to demonstrate the activity.

Ask clarifying questions to help interpret what other person is saying.

Example: Client: "Oh, you know I don't have a fixed address. I am living here and there."

**Clarifying statement:** Tell me a little bit more about what you mean by here and there."

• Paraphrase what the other person has said.

Example: Client: "I have so much to do – medical appointments, working, taking care of the kids. I don't know how I'm going to keep it all together."

**Paraphrase:** "You're feeling overwhelmed by all of things going on in your life right now."

• Mirror or reflect what the other person has said.

Example: Client: Why should I tell any of my partners that I'm HIV positive? Let them find out the way I found out – by getting sick.

**Mirroring statement:** “It sounds like you’re angry because no one informed you that you were exposed to HIV.

<b>III. Practice/Production/Application</b>	<i>Time: 20 minutes</i>
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Reflective Listening Exercise: Pass the Pen

1. We will break into small groups of about 6-7 people.
2. Stand in a circle; the person with the pen has the ‘microphone’
3. Briefly describe a real life conflict you are having to the listener to your right
4. The listener then reflects back to the speaker the feeling and content of the communication
5. Remember: “You’re feeling \_\_\_\_\_ about/when/because \_\_\_\_\_.”
6. The speaker and listener then discuss and the group, which has been observing offers their perspective.
7. The pen then gets passed to the right (the listener) who now has the ‘mic’ to communicate to the person on their right, and so on. Then debrief as a large group

*After participants return, ask them what they felt during this exercise. What did they learn?*

**ASSIGNMENTS/ACTIVITIES:**

**TRAINER NOTES:**

***High Risk Listening Responses (to be discussed if time/interest)***

Certain listening responses are risky, as they may:

1. Derail the conversation.
2. Take the focus off the speaker.
3. Block the speaker from finding a solution.
4. Lower the speaker’s self-esteem.
5. Distance the listener from the speaker.\
6. Diminish the speaker’s motivation.

High Risk Responses take the focus off the speaker.

Examples of High Risk responses:

Sending Solutions:

- Ordering
- Threatening
- Moralizing
- Advising
- Logical Arguments
- Questioning

Evaluating:

- Judging



	<ul style="list-style-type: none"><li>• Praising</li><li>• Diagnosing</li><li>• Name-calling</li></ul> <p>Withdrawing:</p> <ul style="list-style-type: none"><li>• Reassuring</li><li>• Diverting</li></ul> <p>High Risk Response Role Play</p> <ol style="list-style-type: none"><li>1. Listen to the following scenario and see what high risk responses are given and the reaction it has on the speaker.</li><li>2. Despite the listener’s good intentions to resolve or manage the conflict, what happened?</li></ol> <p>What do high risk responses communicate?</p> <ol style="list-style-type: none"><li>1. Sending Solutions: “I don’t believe you are able to work on your problem without my help.”</li><li>2. Evaluating: “I will tell you what I think, rather than help you understand what you think.”</li><li>3. Avoiding: “I’m uncomfortable with your feelings and I don’t know how to deal with what you’re talking about.”</li></ol> <p>Listening Problem Solving</p> <ol style="list-style-type: none"><li>1. Sometimes the speaker just needs to be heard.</li><li>2. Sometimes listening aids in clearing up confusion.</li><li>3. Sometimes listening results in problem solving.</li></ol>



## Conflict Management Center

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### Reflective Listening Skills

Getting a handle on the emotional side to conflicts

Reflective listening is a skill that involves paying respectful attention to the content and feelings of another's communication and then letting the other know that he/she is being heard and understood.

#### **LISTENING**

Reflective Listening requires 2 steps:

1. **Hear and understand** what the other is saying through his/her words and body language (verbal and non-verbal communication)
2. **Reflect (express)** the thoughts and feelings heard through your own words, tone of voice, posture and gestures so that the other knows that he/she has been heard and understood.
3. The goal is to lower the emotional level to de-escalate the conflict and allow "room" to then explore the content of the conflict.

Ex. You're feeling overwhelmed right now with all your school and work responsibilities and you don't know how you will be able to do it all.

#### **REFLECTING**

Step 1: Take in cues (key words, phrases)

Content- thoughts, ideas

Physiology- facial expression, posture, gestures

Auditory- voice tone, tempo, volume, inflection

Feelings and Context

Step 2: Sort cues to determine what seems to be most important to the speaker

Step 3: Formulate response to capture the essence of the speaker's thoughts and feelings (do not parrot their comments)

Step 4: Use the following phrase to reflect back to the speaker what you have heard:

"You're feeling \_\_\_\_\_ about/when/because \_\_\_\_\_."

Remember: You cannot do two things at once if one of them is *listening!*

<b>SESSION TITLE:</b>	<b>Leadership – Interest Based Problem Solving</b>	
<b>RATIONALE:</b>	Understanding positive, collaborative leadership skills is key to empowering participants to develop their capacity as leaders.	
<b>COMPETENCE AREA:</b>	Self-awareness, leadership skills, collaboration; conflict management, communities of peace.	
<b>OBJECTIVES OF THE SESSION:</b>	Participants have a better understanding of what makes a good leader, and on skills that they can use to improve their leadership ability.	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>	Up to 35-40 participants (smaller groups preferable)	
<b>MATERIALS NEEDED:</b>	Paper, writing materials, Flipchart/chalk board	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>		<i>Time: 15 minutes</i>
<p><b>What are the characteristics of a good leader?</b> Ask participants to think of an individual who is a “good” leader. Ask participants to describe the characteristics that make this person a good leader; note responses on a chalk board/flip chart. Ensure that all participants have the opportunity to contribute to this exercise?</p> <p><i>Examples might include:</i> honest; competent; forward-looking; inspiring, intelligent; fair, courageous, straightforward; moral; good communication skills; passionate; listens well; visionary; confident; strong character; responsible; takes initiative; positive attitude; dedicated; creative; calm</p> <p><b>Discuss the answers.</b> Why do these characteristics make a good leader? Are there any important characteristics that were not included in the list? What are characteristics of a bad leader? Who can be a leader? Are the participants in the training session leaders?</p> <p>After approximately 10 minutes of group discussion, transition the group to move towards the presentation and demonstration section of the training.</p>		
<b>II. Presentation and Demonstration</b>		<i>Time: 45 minutes</i>
<p><b>A. Definition of leadership (5 minutes)</b></p> <ul style="list-style-type: none"> <li>• Leadership is a process by which a person influences others to accomplish an objective and directs the organization in a way that makes it more cohesive and coherent.</li> <li>• Leadership is a process whereby an individual influences a group of individuals to achieve a common goal.</li> <li>• Good leaders are <b>made</b> not born. If a person has the desire and will, he or she can become an effective leader. Good leaders develop through a continuous process of self-examination, education, training, practice, and experience.</li> </ul> <p><b>B. Skills Inventory (15 minutes)</b></p> <p>Ask participants to self-reflect on their leadership skills. What skills leadership skills do they have? What skills do they need to develop/improve? Participants can discuss in small groups, a large group, or self-reflect (based on their preference).</p>		

### C. Interest based problem solving: A Key Skill for Collaborative Leadership (15 minutes)

Following the discussion of skills for leadership, the facilitator will describe how collaborative leaders use interest based problem solving.

**(1) What is Interest-Based Problem Solving/Negotiation?** It is the process of finding creative solutions that maximize the benefit for both sides of a dispute.

1. Separate the people from the problem
2. Focus on interests, not positions
3. Generate a variety of possibilities before deciding what to do
4. Insist that the options be judged against an agreed-upon standard

Example: **We share the land according to terms we both agree to.** I can farm most of the land after the rain comes, and you can pasture your animals after my harvest. (Creative solution, mutually beneficial).

This is different from **Distributive Negotiation**, where limited resources are divided.

Example: I want to farm this piece of land. You want to graze animals on it. **We will each take half of the land.**

#### (2) What are Positions and Interests

A **Position** is **what** you decide you want in a particular conflict situation. It usually involves a **specific solution**.

Your **interests** are the **reasons** you have chosen your position. These are often rooted in human needs such as providing for one's family or earning respect from society. You can identify interests by asking:

1. What caused you to decide on your position?
2. What are the specific needs in a situation which caused you to take a particular position or come to a particular position?

Examples of Positions and Interests:

#### Position (What)

"I should be paid more."  
"I should be recognized for my work."  
"I demand \_\_\_\_\_, ...."

#### Interest (Why)

"I need to feed my family."  
"I want the respect for my good work."  
".... because \_\_\_\_\_."  
".... in order to \_\_\_\_\_."

Can you think of more examples of positions and interests?

### D. Interest Based Problem Solving Step by Step (10 minutes)

Interest-based Problem Solving follows this process:

1. Identify the problem
2. Identify interests
3. Brainstorm solutions
4. Evaluate options
5. Decide on an acceptable solution
6. Develop an action plan
7. Agreement maintenance

There are personal **qualities** and **skills** that are helpful for interest-based negotiation:

1. Qualities: Rapport, Empathy (versus Sympathy), Resourcefulness, Respect and Integrity, Responsibility.
2. Skills in: Self-awareness, Listening, Problem Solving/Negotiation, Assertion.

Reaching a negotiated agreement involves:

1. A search for mutually acceptable agreements to meet the parties' most important interests.
2. A communication process in which the parties work together to learn from and influence other.
3. Nearly every human communicative interaction involves negotiation.
4. Negotiation process can be explicit.
5. Negotiation process can taking place without the participants recognizing that they are involved in negotiations at all.

### III. Practice/Production/Application

Time: 30 minutes

**Participants divide into pairs of small groups. Facilitator will describe a scenario a two-sided conflict scenario: for example, a dispute between two families about land use. For each pair, one group will play the role of one side and the other will play the opposing side. The facilitators will clearly describe the scenario in detail to all of the groups. Facilitators will then explain the steps to negotiation in this section. After each step is explained, the groups will perform that step as the role assigned.**

#### **Step 1: Preparation. (5 minutes)**

**Facilitator:** Coming to a negotiation well-prepared is important and advantageous. Well-prepared leaders and negotiators come to the negotiations with:

1. An understanding their own interests.
2. A guess at what the other side's interests are.
3. A plan for finding out what the other side's interests are.
4. An understanding of their **best alternative** to negotiations.
5. An initial position that addresses all of the above.
6. Clear, consistent **criteria** for evaluating the other side's position.

Knowing your **best alternative to negotiation** is very important. This is your limit: you should never accept an agreement that is worse than your best alternative to that agreement. The ability to clearly explain this limit in terms of your interests is very helpful in negotiations.

Negotiators should use their best alternative and their interests to define **criteria** for evaluating positions or offers. This allows the negotiator to explain to their partner how they are being

consistent and fair in the negotiations.

**Groups:** Each group should answer the following questions:

1. Why do we care about this problem? [These are our interests.]
2. Why do we think the other side cares about it? [Those are probably their interests.]
3. What questions do we need to ask to clarify what the other side really wants? [These questions are our plan to discover what their interests are.]
4. If we do not negotiate, what will probably happen? Will anything change? What is our best alternative to negotiations?
5. What will happen to the other side if negotiations fail? How will that affect them? What is their best alternative to negotiations?
6. What could we offer that addresses the interests of the other side, but is not less than our best alternative to negotiating? [This is one realistic offer.]

**Step 2: Select and clarify issue or issues (5 minutes)**

**Facilitator:** It is important that both sides agree on what they are negotiating about. Negotiating partners need to select issues, clarify what they mean, and decide which are most important.

a) Gain agreement on what the issue(s) are. What is important to one or both of the parties involved?

b) Gain agreement on the sequence in which they will be addressed. Which are the core issues that must be addressed in order to solve the problem?

c) Identify data that needs to be considered to make high quality decisions. What things would we need to know to make a good decision?

**Step 3: Identify the Other Side's Interests (2.5 minutes)** Identify interests. Why do you care about this issue? Why does the other party care about the issue?

**Step 4: Form a Joint Statement. (5 minutes)** Form a joint statement that explains the problem while describing the shared interests.

**Step 5: Generate all Possible Options. (5 minutes)**

**Step 6: Evaluate Options Using Standards. (2.5 minutes)** What is possible? What is fair or just? What is practical?

**Step 7: Develop Agreements and Action Plans. (5 minutes)**

<b>ASSIGNMENTS/ACTIVITIES:</b>	
<b>TRAINER NOTES:</b>	

<b>SESSION TITLE:</b>	<b>Human Rights Overview</b>	
<b>RATIONALE:</b>	Understanding human rights principles and the human rights instruments relevant to Sudan (Comprehensive Peace Agreement is important to the reintegration of ex-combatants).	
<b>COMPETENCE AREA:</b>	CPA, Elections, Popular consultation	
<b>OBJECTIVES OF THE SESSION:</b>	At the end of the training session, participants will be able to: <ul style="list-style-type: none"> <li>- Define human rights.</li> <li>- Understand their rights as a citizen of Sudan.</li> <li>- Understand the Comprehensive Peace Agreement (CPA)</li> <li>- Brief on the elections provision</li> <li>- Provision of popular consultation</li> </ul>	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>	Up to 35-40	
<b>MATERIALS NEEDED:</b>	Paper, writing materials	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>		<i>Time: 20 minutes</i>
<p>To allow participants to begin thinking about human rights, the facilitator should divide participants into groups and ask them to discuss: <b>What are human rights? What do human rights mean to you?</b> (10 minutes)</p> <p>Convening again in the full group, the facilitator will allow each group to share their definition of human rights (10 minutes). As time permits, the facilitator can deepen the discussion by introducing other important questions:</p> <ul style="list-style-type: none"> <li>• Do you share the same ideas of human rights with your group?</li> <li>• Do you think human rights are universal? Why or why not?</li> </ul>		
<b>II. Presentation and Demonstration</b>		<i>Time: 60 minutes</i>
<p><b>A. Human Rights Introduction (15 minutes)</b></p> <p><b>a. Define Human Rights (see trainers notes)</b></p> <p>“Human rights are rights inherent to all human beings, whatever our nationality, place of residence, sex, national or ethnic origin, colour, religion, language, or any other status. We are all equally entitled to our human rights without discrimination. These rights are all interrelated, interdependent and indivisible. Universal human rights are often expressed and guaranteed by law, in the forms of treaties, customary international law, general principles and other sources of international law. International human rights law lays down obligations of Governments to act in certain ways or to refrain from certain acts, in order to promote and protect human rights and fundamental freedoms of individuals or groups.”</p>		

- b. What defines our human rights?** Facilitator should provide a brief overview of existing charters and a summary of what they say (see trainer's notes and attached copies of conventions, treaties, etc.)

**B. Rights in Sudan** (10 minutes)

- a. Overview of rights in Sudan
  
- b. Sudanese Constitution

**C. Comprehensive Peace Agreement** (15 minutes)

The Comprehensive Peace Agreement is a set of agreements culminating in January 2005 that were signed between the Sudan People's Liberation Movement (SPLM) and the Government of Sudan. The CPA was meant to end the Second Sudanese Civil War, develop democratic governance countrywide and share oil revenues. It further set a timetable by which Southern Sudan would have a referendum on its independence.

The Comprehensive Peace Agreement (CPA) provides the overall framework for post conflict recovery and the restoration of peace and stability in Sudan. Under the CPA, Abyei, Blue Nile State, and South Kordofan State/Nuba Mountains were given the special status of so-called "Protocol Areas," with power being shared along predetermined lines.

Under the mediation of the Intergovernmental Authority on Development (IGAD), the Government of the Sudan and the SPLM/A signed a series of six agreements:

- **The Protocol of Machakos:**  
Signed in Machakos, Kenya, on 20 July 2002, in which the parties agreed on a broad framework, setting forth the principles of governance, the transitional process and the structures of government as well as on the right to self-determination for the people of South Sudan, and on state and religion
  - **The Protocol on security arrangements:**  
Signed in Naivasha, Kenya, on 25 September 2003
  - **The Protocol on wealth-sharing:**  
Signed in Naivasha, Kenya, on 7 January 2004
  - **The Protocol on Power-sharing:**  
Signed in Naivasha, Kenya, on 26 May 2004
  - **The Protocol on the resolution of conflict in southern Kordofan/Nuba Mountains and the Blue Nile States:**  
Signed in Naivasha, Kenya, on 26 May 2004
  - **The Protocol on the resolution of conflict in Abyie:**  
Signed in Naivasha, Kenya, on 26 May 2004
-



**D. Elections & Consultative Processes (10 minutes)**

- a. Right to vote

**E. Local Resources (10 minutes)**

- a. Provide information on where participants can go to learn more about their rights & responsibilities
- Local NGOs
  - Local services
- b. Provide information on where participants can go for assistance
- Local NGOs
  - Local services

**III. Practice/Production/Application**

*Time: 10 minutes*

The facilitator should guide participants in discussing the following questions:

- *What are my rights as a Sudanese citizen?*
- *What are my responsibilities as a Sudanese citizen?*
- *Where can I go for more information, assistance, or help?*

**ASSIGNMENTS/ACTIVITIES:**



## الإعلان العالمي لحقوق الإنسان

### المادة ٢

١ - لكل إنسان حق التمتع بكافة الحقوق والحريات الواردة في هذا الإعلان، دون أي تمييز، كالتمييز بسبب العنصر أو اللون أو الجنس أو اللغة أو الدين أو الرأي السياسي أو أي رأي آخر، أو الأصل الوطني أو الاجتماعي أو الثروة أو الميلاد أو أي وضع آخر، دون أية تفرقة بين الرجال والنساء.

٢ - وفضلاً عما تقدم فلن يكون هناك أي تمييز أساسه الوضع السياسي أو القانوني أو الدولي للبلد أو البقعة التي ينتمي إليها الفرد سواء كان هذا البلد أو تلك البقعة مستقلاً أو تحت الوصاية أو غير متمتع بالحكم الذاتي أو كانت سيادته خاضعة لأي قيد من القيود.

### المادة ٣

لكل فرد الحق في الحياة والحرية وسلامة شخصه.

### المادة ٤

لا يجوز استرقاق أو استعباد أي شخص. ويحظر الاسترقاق وتجارة الرقيق بكافة أوضاعهما.

### المادة ٥

لا يعرض أي إنسان للتعذيب ولا للعقوبات أو المعاملات القاسية أو الوحشية أو الحاطة بالكرامة.

### المادة ٦

لكل إنسان أينما وجد الحق في أن يعترف بشخصيته القانونية.

### المادة ٧

كل الناس سواسية أمام القانون ولهم الحق في التمتع بحماية متكافئة منه دون أية تفرقة، كما أن لهم جميعاً الحق في حماية متساوية ضد أي تمييز يُخل بهذا الإعلان وضد أي تحريض على تمييز كهذا.

### المادة ٨

لكل شخص الحق في أن يلجأ إلى المحاكم الوطنية لإنصافه عن أعمال فيها اعتداء على الحقوق الأساسية التي يمنحها له القانون.

### المادة ٩

لا يجوز القبض على أي إنسان أو حجزه أو نفيه تعسفاً.

### المادة ١٠

لكل إنسان الحق، على قدم المساواة التامة مع الآخرين، في أن تنظر قضيته أمام محكمة مستقلة نزيهة نظراً عادلاً علنياً للفصل في حقوقه والتزاماته وأية تهمة جنائية تُوجه إليه.

### المادة ١١

١ - كل شخص متهم بجرمة يعتبر بريئاً إلى أن تثبت إدانته قانوناً بمحاكمة علنية تؤمن له فيها الضمانات الضرورية للدفاع عنه.

يولد جميع الناس متمتعين بحقوق متساوية غير قابلة للتصرف وحرية أساسية.

وقد التزمت الأمم المتحدة بدعم وتعزيز وحماية حقوق الإنسان لكل فرد. وينبع هذا الالتزام من ميثاق الأمم المتحدة الذي يؤكّد من جديد إيمان شعوب العالم بحقوق الإنسان الأساسية وبكرامة الإنسان وقيّمته.

وفي الإعلان العالمي لحقوق الإنسان، ذكرت الأمم المتحدة بعبارات واضحة وبسيطة الحقوق التي يتمتع بها كل فرد بالتساوي مع غيره.

أنت صاحب هذه الحقوق.

إنها حقوقك.

اعرف حقوقك، وساعد في الدعوة لها والدفاع عنها من أجلك أنت ومن أجل الناس إخوانك.

اعتمد بموجب قرار الجمعية العامة ٢١٧ ألف (د - ٣) المؤرخ ١٠ كانون الأول/ديسمبر ١٩٤٨.

### الديباجة

لما كان الاعتراف بالكرامة المتأصلة في جميع أعضاء الأسرة البشرية وبحقوقهم المتساوية الثابتة هو أساس الحرية والعدل والسلام في العالم،

ولما كان تناسي حقوق الإنسان وازدراؤها قد أفضيا إلى أعمال هيجية آذت الضمير الإنساني. وكان غاية ما يروى إليه عامة البشر انبثاق عالم يتمتع فيه الفرد بحرية القول والعقيدة ويتحرر من الفزع والفاقة،

ولما كان من الضروري أن يتولى القانون حماية حقوق الإنسان لكيلا يضطر المرء آخر الأمر إلى التمرد على الاستبداد والظلم،

ولما كان من الجوهري تعزيز تنمية العلاقات الودية بين الدول،

ولما كانت شعوب الأمم المتحدة قد أكدت في الميثاق من جديد إيمانها بحقوق الإنسان الأساسية وبكرامة الفرد وقدره وبما للرجال والنساء من حقوق متساوية وحرمت أمرها على أن تدفع بالرفي الاجتماعي قدماً وأن ترفع مستوى الحياة في جو من الحرية أفسح،

### المادة ١

يولد جميع الناس أحراراً متساوين في الكرامة والحقوق، وقد وهبوا عقلاً وضميراً، وعليهم أن يعامل بعضهم بعضاً بروح الإخاء.

٢ - لا يُدان أي شخص من جراء أداء عمل أو الامتناع عن أداء عمل إلا إذا كان ذلك يعتبر جرمًا وفقاً للقانون الوطني أو الدولي وقت ارتكاب، كذلك لا توقع عليه عقوبة أشد من تلك التي كان يجوز توقيعها وقت ارتكاب الجريمة.

#### المادة ١٢

لا يعرض أحد لتدخل تعسفي في حياته الخاصة أو أسرته أو مسكنه أو مراسلاته أو لحملات على شرفه وسمعته. ولكل شخص الحق في حماية القانون من مثل هذا التدخل أو تلك الحملات.

#### المادة ١٣

١ - لكل فرد حرية التنقل واختيار محل إقامته داخل حدود كل دولة.  
٢ - يحق لكل فرد أن يغادر أية بلاد بما في ذلك بلده كما يحق له العودة إليه.

#### المادة ١٤

١ - لكل فرد الحق أن يلجأ إلى بلاد أخرى أو يحاول الالتجاء إليها هرباً من الاضطهاد.  
٢ - لا ينتفع بهذا الحق من قدم للمحاكمة في جرائم غير سياسية أو لأعمال تناقض أغراض الأمم المتحدة ومبادئها.

#### المادة ١٥

١ - لكل فرد حق التمتع بجنسية ما.  
٢ - لا يجوز حرمان شخص من جنسيته تعسفاً أو إنكار حقه في تغييرها.

#### المادة ١٦

١ - للرجل والمرأة متى بلغا سن الزواج حق التزوج وتأسيس أسرة دون أي قيد بسبب الجنس أو الدين، ولهما حقوق متساوية عند الزواج وأثناء قيامه وعند انحلاله.  
٢ - لا يبرم عقد الزواج إلا برضى الطرفين الراغبين في الزواج رضى كاملاً لا إكراه فيه.  
٣ - الأسرة هي الوحدة الطبيعية الأساسية للمجتمع ولها حق التمتع بحماية المجتمع والدولة.

#### المادة ١٧

١ - لكل شخص حق التملك بمفرده أو بالاشتراك مع غيره.  
٢ - لا يجوز تجريد أحد من ملكه تعسفاً.

#### المادة ١٨

لكل شخص الحق في حرية التفكير والضمير والدين، ويشمل هذا الحق حرية تغيير ديانته أو عقيدته، وحرية الإعراب عنهما بالتعليم والممارسة وإقامة الشعائر ومراعاتها، سواء أكان ذلك سراً أم جهراً، منفرداً أم مع الجماعة.

#### المادة ١٩

لكل شخص الحق في حرية الرأي والتعبير، ويشمل هذا الحق حرية اعتناق الآراء دون أي تدخل، واستقاء

الأبناء والأفكار وتلقيها وإذاعتها بأية وسيلة كانت دون تقيد بالحدود الجغرافية.

#### المادة ٢٠

١ - لكل شخص الحق في حرية الاشتراك في الجمعيات والجماعات السلمية.  
٢ - لا يجوز إرغام أحد على الانضمام إلى جمعية ما.

#### المادة ٢١

١ - لكل فرد الحق في الاشتراك في إدارة الشؤون العامة لبلاده إما مباشرة وإما بواسطة ممثلين يختارون اختياراً حراً.  
٢ - لكل شخص نفس الحق الذي لغيره في تقلد الوظائف العامة في البلاد.

٣ - إن إرادة الشعب هي مصدر سلطة الحكومة، ويعبر عن هذه الإرادة بانتخابات نزيهة دورية تجري على أساس الاقتراع السري وعلى قدم المساواة بين الجميع، أو حسب أي إجراء مماثل يضمن حرية التصويت.

#### المادة ٢٢

لكل شخص بصفته عضواً في المجتمع الحق في الضمانة الاجتماعية وفي أن تحقق بوساطة المجهود القومي والتعاون الدولي وبما يتفق ونظم كل دولة ومواردها الحقوق الاقتصادية والاجتماعية والتربوية التي لا غنى عنها لكرامته ولتنمو الحر لشخصيته.

#### المادة ٢٣

١ - لكل شخص الحق في العمل، وله حرية اختياره بشروط عادلة مرضية كما أن له حق الحماية من البطالة.

٢ - لكل فرد دون أي تمييز الحق في أجر متساوٍ للعمل.

٣ - لكل فرد يقوم بعمل الحق في أجر عادل مرض يكفل له ولأسرته عيشة لائقة بكرامة الإنسان تضاف إليه، عند اللزوم، وسائل أخرى للحماية الاجتماعية.

٤ - لكل شخص الحق في أن ينشئ وينضم إلى نقابات حماية لمصلحته.

#### المادة ٢٤

لكل شخص الحق في الراحة، وفي أوقات الفراغ، ولا سيما في تحديد معقول لساعات العمل وفي عطلات دورية بأجر.

#### المادة ٢٥

١ - لكل شخص الحق في مستوى من المعيشة كاف للمحافظة على الصحة والرفاهية له ولأسرته، ويتضمن ذلك التغذية والملبس والسكن والعناية الطبية وكذلك الخدمات الاجتماعية اللازمة، وله الحق في تأمين معيشته

في حالات البطالة والمرض والعجز والترمل والشيخوخة وغير ذلك من فقدان وسائل العيش نتيجة لظروف خارجة عن إرادته.

٢ - للأمم والطفولة الحق في مساعدة ورعاية خاصتين. وينعم كل الأطفال بنفس الحماية الاجتماعية سواء أكانت ولادتهم ناتجة عن رباط شرعي أم بطريقة غير شرعية.

#### المادة ٢٦

١ - لكل شخص الحق في التعلم، ويجب أن يكون التعليم في مراحله الأولى والأساسية على الأقل بالمجان، وأن يكون التعليم الأولي إلزامياً وينبغي أن يعمم التعليم الفني والمهني، وأن ييسر القبول للتعليم العالي على قدم المساواة التامة للجميع وعلى أساس الكفاءة.

٢ - يجب أن تهدف التربية إلى إنماء شخصية الإنسان إنماءً كاملاً، وإلى تعزيز احترام الإنسان والحريات الأساسية وتنمية التفاهم والتسامح والصداقة بين جميع الشعوب والجماعات العنصرية أو الدينية، وإلى زيادة مجهود الأمم المتحدة لحفظ السلام.

٣ - للآباء الحق الأول في اختيار نوع تربية أولادهم.

#### المادة ٢٧

١ - لكل فرد الحق في أن يشترك اشتراكاً حراً في حياة المجتمع الثقافي وفي الاستمتاع بالفنون والمساهمة في التقدم العلمي والاستفادة من نتائجه.

٢ - لكل فرد الحق في حماية المصالح الأدبية والمادية المترتبة على إنتاجه العلمي أو الأدبي أو الفني.

#### المادة ٢٨

لكل فرد الحق في التمتع بنظام اجتماعي دولي تتحقق بمقتضاه الحقوق والحريات المنصوص عليها في هذا الإعلان تحققاً تاماً.

#### المادة ٢٩

١ - على كل فرد واجبات نحو المجتمع الذي يتاح فيه وحده لشخصيته أن تنمو نمواً حراً كاملاً.

٢ - يخضع الفرد في ممارسته حقوقه وحرياته لتلك القيود التي يقرها القانون فقط، لضمان الاعتراف بحقوق الغير وحرياته واحترامها ولتحقيق مقتضيات العدالة للنظام العام والمصلحة العامة والأخلاق في مجتمع ديمقراطي.

٣ - لا يصح بحال من الأحوال أن تمارس هذه الحقوق ممارسة تتناقض مع أغراض الأمم المتحدة ومبادئها.

#### المادة ٣٠

ليس في هذا الإعلان نص يجوز تأويله على أنه يخول لدولة أو جماعة أو فرد أي حق في القيام بنشاط أو تأدية عمل يهدف إلى هدم الحقوق والحريات الواردة فيه.

إدارة شؤون الإعلام بالأمم المتحدة

للحصول على مزيد من المعلومات

[www.ohchr.org/english/issues/education/training/udhr.htm](http://www.ohchr.org/english/issues/education/training/udhr.htm)  
[www.un.org/cyberschoolbus/humanrights/index.asp](http://www.un.org/cyberschoolbus/humanrights/index.asp)



# إتفاقية القضاء على جميع أشكال التمييز ضد المرأة

“... إن التنمية التامة والكاملة لبلد ما، ورفاهية العالم، وقضية السلم، تتطلب جميعا أقصى مشاركة ممكنة من جانب المرأة على قدم المساواة مع الرجل في جميع الميادين”

## مقدمة

في 18 كانون الأول/ديسمبر 1979 اتخذت خطوة رئيسية نحو تحقيق هدف منح المرأة المساواة في الحقوق عندما اعتمدت الجمعية العامة اتفاقية القضاء على جميع أشكال التمييز ضد المرأة. وتضع هذه الاتفاقية المؤلفة من 30 مادة، في قالب قانوني ملزم، المبادئ والتدابير المقبولة دولياً لتحقيق المساواة في الحقوق للمرأة في كل مكان. وجاء اعتمادها نتوياً لمشاورات استمرت لفترة خمس سنوات والتي أجرتها أفرقة عاملة متعددة واللجنة المعنية بمركز المرأة والجمعية العامة.

وتكشف هذه الاتفاقية الشاملة، بدعوتها إلى كفالة الحقوق المتساوية للمرأة، بصرف النظر عن حالتها الزوجية، في جميع الميادين - من سياسية واقتصادية واجتماعية وثقافية ومدنية - عمق العزلة والقيود المفروضة على المرأة على أساس الجنس لا غير. وهي تدعو إلى سن تشريعات وطنية تحرم التمييز، وتوصي باتخاذ تدابير خاصة مؤقتة للتعجيل بتحقيق المساواة الحقيقية بين الرجل والمرأة، وبتخاذ خطوات تستهدف تعديل الأنماط الاجتماعية والثقافية التي تؤدي إلى إدامة هذا التمييز.

وتنص التدابير الأخرى على كفالة الحقوق المتساوية للمرأة في المجالات السياسية وفي الحياة العامة، والمساواة في الحصول على التعليم و إتاحة نفس الخيارات من حيث المناهج التعليمية، وعدم التمييز في التوظيف وفي الأجر، وضمانات للأمن الوظيفي في حالات الزواج والولادة. وتشدد الاتفاقية على تساوي الرجل والمرأة في المسؤولية داخل إطار الحياة الأسرية. كما تركز أيضاً على الخدمات الاجتماعية، ولا سيما مرافق رعاية الأطفال، اللازمة للجمع بين الالتزامات الأسرية ومسؤوليات العمل والمشاركة في الحياة العامة.

وتدعو مواد أخرى في الاتفاقية إلى عدم التمييز في الخدمات الصحية التي تقدم إلى النساء، بما في ذلك الخدمات المتصلة بتخطيط الأسرة، وإلى منح المرأة أهلية قانونية مماثلة لأهلية الرجل، وتطلب أن توافق الدول الأطراف على أن كل العقود والصكوك الخاصة الأخرى التي تقيد من الأهلية القانونية للمرأة "يجب أن تعتبر لاغية وباطلة". وتولي الاتفاقية اهتماماً خاصاً لمشاكل المرأة الريفية.

وتنشئ الاتفاقية جهازا للإشراف الدولي على الالتزامات التي تقبل بها الدول. وسوف تتولى لجنة من الخبراء، تقوم الدول الأطراف بانتخابهم ويعملون بصفتهم الشخصية، بالنظر في التقدم المحرز.

وستدخل هذه الاتفاقية، التي فُتح باب التوقيع عليها في 1 آذار/مارس 1980، بعد موافقة 20 دولة على التقييد بأحكامها، إما عن طريق التصديق أو الانضمام.

وتتضمن الصفحات التالية النص الكامل للاتفاقية:

## المرفق

### اتفاقية القضاء على جميع أشكال التمييز ضد المرأة

*إن الدول الأطراف في هذه الاتفاقية،*

*إنه تلاحظ* أن ميثاق الأمم المتحدة يؤكد من جديد الإيمان بالحقوق الأساسية للإنسان وبكرامة الفرد وقدره وبما للرجال والنساء من حقوق متساوية،

*وإنه تلاحظ* أن الإعلان العالمي لحقوق الإنسان<sup>(1)</sup> يؤكد مبدأ عدم جواز التمييز، ويعلن أن جميع الناس يولدون أحراراً متساوين في الكرامة والحقوق، وأن لكل إنسان حق التمتع بجميع الحقوق والحريات الواردة في هذا الإعلان، دون أي تمييز، بما في ذلك التمييز القائم على الجنس،

*وإنه تلاحظ* أن الدول الأطراف في العهدين الدوليين الخاصين بحقوق الإنسان<sup>(2)</sup> عليها واجب ضمان حق الرجال والنساء في التمتع على قدم المساواة بجميع الحقوق الاقتصادية والاجتماعية والثقافية والمدنية والسياسية،

*وإنه تأخذ بعين الاعتبار* الاتفاقيات الدولية المعقودة برعاية الأمم المتحدة والوكالات المتخصصة، والتي تشجع المساواة في الحقوق بين الرجل والمرأة،

*وإنه تلاحظ أيضا* القرارات والاعلانات والتوصيات التي اعتمدها الأمم المتحدة والوكالات المتخصصة للنهوض بالمساواة في الحقوق بين الرجل والمرأة،

*وإنه يساورها القلق*، مع ذلك، لأنه على الرغم من تلك الصكوك المختلفة، لا يزال هناك تمييز واسع النطاق ضد المرأة،

*وإنه تشير* إلى أن التمييز ضد المرأة يشكل انتهاكا لمبدأي المساواة في الحقوق واحترام كرامة الإنسان وعقبة أمام مشاركة المرأة، على قدم المساواة مع الرجل، في حياة بلدها السياسية والاجتماعية والاقتصادية والثقافية، ويعوق نمو رخاء المجتمع والأسرة، ويزيد من صعوبة التنمية الكاملة لإمكانات المرأة في خدمة بلدها والبشرية،

**وإذ يساورها القلق** لأنه لا تتاح للمرأة، في حالات الفقر، إلا أقل الفرص للحصول على الغذاء والصحة والتعليم والتدريب والعمالة والحاجات الأخرى،

**واقناعا منها** بأن إقامة نظام اقتصادي دولي جديد، يستند إلى الانصاف والعدل، سيسهم إسهاما بارزا في النهوض بالمساواة بين الرجل والمرأة،

**وإذ تشدد** على أن استئصال شأفة الفصل العنصري وجميع أشكال العنصرية والتمييز العنصري والاستعمار والاستعمار الجديد والعدوان والاحتلال الأجنبي والسيطرة الأجنبية والتدخل في الشؤون الداخلية للدول أمر أساسي بالنسبة إلى تمتع الرجال والنساء بحقوقهم تمتعا كاملا،

**وإذ تؤكد** أن تعزيز السلم والأمن الدوليين، وتخفيف حدة التوتر الدولي، والتعاون المتبادل فيما بين جميع الدول بغض النظر عن نظمها الاجتماعية والاقتصادية، ونزع السلاح العام الكامل ولا سيما نزع السلاح النووي في ظل رقابة دولية صارمة وفعالة، وتوكيد مبادئ العدل والمساواة والمنفعة المتبادلة في العلاقات بين البلدان، وإعمال حق الشعوب الواقعة تحت السيطرة الأجنبية والاستعمارية والاحتلال الأجنبي في تقرير المصير والاستقلال، وكذلك احترام سيادة الوطنية والسلامة الإقليمية ستهض بالتقدم الاجتماعي والتنمية، وستسهم، نتيجة لذلك، في تحقيق المساواة الكاملة بين الرجل والمرأة،

**واقناعا منها** بأن التنمية التامة والكاملة لبلد ما، ورفاهية العالم، وقضية السلم، تتطلب جميعا أقصى مشاركة ممكنة من جانب المرأة على قدم المساواة مع الرجل في جميع الميادين،

**وإذ تضع في اعتبارها** إسهام المرأة العظيم في رفاه الأسرة وفي تنمية المجتمع، الذي لم يُعترف به حتى الآن على نحو كامل، والأهمية الاجتماعية للأمومة ولدور الوالدين كليهما في الأسرة وفي تنشئة الأطفال، وإذ تدرك أن دور المرأة في الإنجاب لا ينبغي أن يكون أساسا للتمييز، بل أن تنشئة الأطفال تتطلب بدلا من ذلك تقاسم المسؤولية بين الرجل والمرأة والمجتمع ككل،

**وإذ تدرك** أن تحقيق المساواة الكاملة بين الرجل والمرأة يتطلب إحداث تغيير في الدور التقليدي للرجل وكذلك في دور المرأة في المجتمع والأسرة،



**وقد عقدت العزم على تنفيذ المبادئ الواردة في إعلان القضاء على التمييز ضد المرأة، وعلى أن تتخذ، لذلك الغرض، التدابير اللازمة، للقضاء على ذلك التمييز بجميع أشكاله ومظاهره،**  
**قد اتفقت على ما يلي:**

## **الجزء الأول**

### **المادة 1**

لأغراض هذه الاتفاقية يعني مصطلح "التمييز ضد المرأة" أي تفرقة أو استبعاد أو تقييد يتم على أساس الجنس ويكون من آثاره أو أغراضه النيل من الاعتراف للمرأة، على أساس تساوي الرجل والمرأة، بحقوق الإنسان والحريات الأساسية في الميادين السياسية والاقتصادية والاجتماعية والثقافية والمدنية أو في أي ميدان آخر، أو إبطال الاعتراف للمرأة بهذه الحقوق أو تمتعها بها وممارستها لها بغض النظر عن حالتها الزوجية.

### **المادة 2**

تشجب الدول الأطراف جميع أشكال التمييز ضد المرأة وتوافق على أن تنتهج، بكل الوسائل المناسبة ودون إبطاء، سياسة القضاء على التمييز ضد المرأة، وتحقيقاً لذلك، تتعهد بالقيام بما يلي:

(أ) تجسيد مبدأ المساواة بين الرجل والمرأة في دساتيرها الوطنية أو تشريعاتها المناسبة الأخرى، إذا لم يكن هذا المبدأ قد أدمج فيها حتى الآن، وكفالة التحقيق العملي لهذا المبدأ من خلال القانون والوسائل المناسبة الأخرى؛

(ب) اتخاذ المناسب من التدابير التشريعية وغيرها، بما في ذلك ما يقتضيه الأمر من جزاءات، لحظر كل تمييز ضد المرأة؛

(ج) إقرار الحماية القانونية لحقوق المرأة على قدم المساواة مع الرجل وضمنان الحماية الفعالة للمرأة، عن طريق المحاكم الوطنية ذات الاختصاص والمؤسسات العامة الأخرى، من أي عمل تمييزي؛

(د) الامتناع عن الاضطلاع بأي عمل أو ممارسة تمييزية ضد المرأة، وكفالة تصرف السلطات والمؤسسات العامة بما يتفق وهذا الالتزام؛

(هـ) اتخاذ جميع التدابير المناسبة للقضاء على التمييز ضد المرأة من جانب أي شخص أو منظمة أو مؤسسة؛

(و) اتخاذ جميع التدابير المناسبة، بما في ذلك التشريع، لتعديل أو إلغاء القوانين والأنظمة والأعراف والممارسات القائمة التي تشكل تمييزاً ضد المرأة؛

(ز) إلغاء جميع أحكام قوانين العقوبات الوطنية التي تشكل تمييزاً ضد المرأة.

### المادة 3

تتخذ الدول الأطراف في جميع الميادين، ولا سيما الميادين السياسية والاجتماعية والاقتصادية والثقافية، كل التدابير المناسبة، بما في ذلك التشريع، لكفالة تطور المرأة وتقديمها الكاملين، وذلك لتضمن لها ممارسة حقوق الإنسان والحريات الأساسية والتمتع بها على أساس المساواة مع الرجل.

### المادة 4

1 - لا يعتبر اتخاذ الدول الأطراف تدابير خاصة مؤقتة تستهدف التعجيل بالمساواة الفعلية بين الرجل والمرأة تمييزاً كما تحدده هذه الاتفاقية، ولكنه يجب ألا يستتبع بأي حال، كنتيجة له، الإبقاء على معايير غير متكافئة أو منفصلة؛ كما يجب وقف العمل بهذه التدابير عندما تكون أهداف التكافؤ في الفرص والمعاملة قد تحققت.

2 - لا يعتبر اتخاذ الدول الأطراف تدابير خاصة تستهدف حماية الأمومة، بما في ذلك تلك التدابير الواردة في هذه الاتفاقية، إجراء تمييزياً.

### المادة 5

تتخذ الدول الأطراف جميع التدابير المناسبة، لتحقيق ما يلي:

(أ) تعديل الأنماط الاجتماعية والثقافية لسلوك الرجل والمرأة، بهدف تحقيق القضاء على التحيزات والعادات العرفية وكل الممارسات الأخرى القائمة على فكرة دونية أو تفوق أحد الجنسين، أو على أدوار نمطية للرجل والمرأة؛

(ب) كفالة أن تتضمن التربية الأسرية تفهماً سليماً للأمومة بوصفها وظيفة اجتماعية والاعتراف بالمسؤولية المشتركة لكل من الرجال والنساء في تنشئة أطفالهم وتطورهم، على أن يكون مفهوماً أن مصلحة الأطفال هي الاعتبار الأساسي في جميع الحالات.

### المادة 6

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تتخذ الدول الأطراف جميع التدابير المناسبة، بما في ذلك التشريع،  
لمكافحة جميع أشكال الاتجار بالمرأة واستغلال دعارة المرأة.

## الجزء الثاني

### المادة 7

تتخذ الدول الأطراف جميع التدابير المناسبة للقضاء على التمييز ضد المرأة في الحياة السياسية والعامة للبلد، وبوجه خاص تكفل للمرأة، على قدم المساواة مع الرجل، الحق في:

(أ) التصويت في جميع الانتخابات والاستفتاءات العامة، وأهلية الانتخاب لجميع الهيئات التي ينتخب أعضاؤها بالاقتراع العام؛

(ب) المشاركة في صياغة سياسة الحكومة وتنفيذ هذه السياسة وفي شغل الوظائف العامة وتأدية جميع المهام العامة على جميع المستويات الحكومية؛

(ج) المشاركة في جميع المنظمات والجمعيات غير الحكومية التي تعنى بالحياة العامة والسياسية للبلد.

### المادة 8

تتخذ الدول الأطراف جميع التدابير المناسبة لتكفل للمرأة، على قدم المساواة مع الرجل ودون أي تمييز، فرصة تمثيل حكومتها على المستوى الدولي والاشتراك في أعمال المنظمات الدولية.

### المادة 9

1 - تمنح الدول الأطراف المرأة حقا مساويا لحق الرجل في اكتساب جنسيتها أو الاحتفاظ بها أو تغييرها. وتضمن بوجه خاص ألا يترتب على الزواج من أجنبي أو تغيير جنسية الزوج أثناء الزواج، أن تتغير تلقائيا جنسية الزوجة، أو أن تصبح بلا جنسية أو أن تفرض عليها جنسية الزوج.

2 - تمنح الدول الأطراف المرأة حقا مساويا لحق الرجل فيما يتعلق بجنسية أطفالها.

## الجزء الثالث

### المادة 10

تتخذ الدول الأطراف جميع التدابير المناسبة للقضاء على التمييز ضد المرأة لكي تكفل للمرأة حقوقاً مساوية لحقوق الرجل في ميدان التعليم، وبوجه خاص لكي تكفل، على أساس تساوي الرجل والمرأة:

(أ) نفس الظروف للتوجيه الوظيفي والمهني، وللوصول إلى الدراسات والحصول على الدرجات العلمية في المؤسسات التعليمية من جميع الفئات، في المناطق الريفية والحضرية على السواء؛ وتكون هذه المساواة مكفولة في المرحلة السابقة للالتحاق بالمدرسة وفي التعليم العام والتقني والمهني والتعليم التقني العالي، وكذلك في جميع أنواع التدريب المهني؛

(ب) توفر نفس المناهج الدراسية، ونفس الامتحانات وهيئات تدريسية تتمتع بمؤهلات من نفس المستوى ومبان ومعدات مدرسية من نفس النوعية؛

(ج) القضاء على أي مفهوم نمطي عن دور الرجل ودور المرأة على جميع مستويات التعليم وفي جميع أشكاله عن طريق تشجيع التعليم المختلط وغيره من أنواع التعليم التي تساعد في تحقيق هذا الهدف، ولا سيما عن طريق تنقيح كتب الدراسة والبرامج المدرسية وتكييف أساليب التعليم؛

(د) نفس الفرص للاستفادة من المنح التعليمية وغيرها من المنح الدراسية؛

(هـ) نفس الفرص للوصول إلى برامج التعليم المتواصل، بما في ذلك برامج تعليم الكبار ومحو الأمية الوظيفية، ولا سيما التي تهدف إلى أن تضيق، في أقرب وقت ممكن، أي فجوة في التعليم قائمة بين الرجل والمرأة؛

(و) خفض معدلات ترك المدرسة، قبل الأوان بين الطالبات وتنظيم برامج للفتيات والنساء اللاتي تركن المدرسة قبل الأوان؛

(ز) نفس الفرص للمشاركة النشطة في الألعاب الرياضية والتربية البدنية؛

(ح) الوصول إلى معلومات تربوية محددة للمساعدة في ضمان صحة الأسر ورفاهها، بما في ذلك المعلومات والنصح عن تخطيط الأسرة.

## المادة 11

1 - تتخذ الدول الأطراف جميع ما يقتضي الحال اتخاذه من تدابير للقضاء على التمييز ضد المرأة في ميدان العمل لكي تكفل لها، على أساس تساوي الرجل والمرأة، نفس الحقوق ولا سيما:

(أ) الحق في العمل بوصفه حقا غير قابل للتصرف لكل البشر؛

(ب) الحق في التمتع بنفس فرص التوظيف، بما في ذلك تطبيق معايير الاختيار نفسها في شؤون التوظيف؛

(ج) الحق في حرية اختيار المهنة والعمل، والحق في الترقى والأمن الوظيفي، وفي جميع مزايا وشروط الخدمة، والحق في تلقي التدريب وإعادة التدريب المهني، بما في ذلك التلمذة الصناعية والتدريب المهني المتقدم والتدريب المتكرر؛

(د) الحق في المساواة في الأجر، بما في ذلك الاستحقاقات، والحق في المساواة في المعاملة فيما يتعلق بالعمل المتعادل القيمة، وكذلك المساواة في المعاملة في تقييم نوعية العمل؛

(هـ) الحق في الضمان الاجتماعي، ولا سيما في حالات التقاعد، والبطالة، والمرض، والعجز، والشيخوخة، وأي شكل من أشكال عدم القدرة على العمل، وكذلك الحق في إجازة مدفوعة الأجر؛

(و) الحق في الوقاية الصحية وسلامة ظروف العمل، بما في ذلك حماية وظيفة الإنجاب.

2 - توخياً لمنع التمييز ضد المرأة بسبب الزواج أو الأمومة، ولضمان حقها الفعلي في العمل، تتخذ الدول الأطراف التدابير المناسبة:

(أ) لحظر الفصل من الخدمة بسبب الحمل أو إجازة الأمومة والتمييز في الفصل من العمل على أساس الحالة الزوجية، مع فرض جزاءات على المخالفين؛

(ب) لإدخال نظام إجازة الأمومة المدفوعة الأجر أو مع التمتع بمزايا اجتماعية مماثلة دون أن تفقد المرأة الوظيفة التي تشغلها أو أقدميتها أو العلاوات الاجتماعية؛

(ج) لتشجيع توفير ما يلزم من الخدمات الاجتماعية المساندة لتمكين الوالدين من الجمع بين التزاماتهما الأسرية وبين مسؤوليات العمل والمشاركة في الحياة العامة، ولا سيما عن طريق تشجيع إنشاء وتنمية شبكة من مرافق رعاية الأطفال؛

(د) لتوفير حماية خاصة للمرأة أثناء فترة الحمل في الأعمال التي يثبت أنها مؤذية لها.

3 - يجب أن تستعرض التشريعات الوقائية المتصلة بالمسائل المشمولة بهذه المادة استعراضاً دورياً في ضوء المعرفة العلمية والتكنولوجية، وأن يتم تنقيحها أو إلغاؤها أو توسيع نطاقها حسب الاقتضاء.



## المادة 12

1 - تتخذ الدول الأطراف جميع التدابير المناسبة للقضاء على التمييز ضد المرأة في ميدان الرعاية الصحية من أجل أن تضمن لها، على أساس تساوي الرجل والمرأة، الحصول على خدمات الرعاية الصحية، بما في ذلك الخدمات المتعلقة بتخطيط الأسرة.

2 - بالرغم من أحكام الفقرة 1 من هذه المادة تكفل الدول الأطراف للمرأة الخدمات المناسبة فيما يتعلق بالحمل والولادة وفترة ما بعد الولادة، وتوفر لها الخدمات المجانية عند الاقتضاء، وكذلك التغذية الكافية أثناء الحمل والرضاعة.

## المادة 13

تتخذ الدول الأطراف جميع التدابير المناسبة للقضاء على التمييز ضد المرأة في المجالات الأخرى للحياة الاقتصادية والاجتماعية لكي تكفل لها، على أساس تساوي الرجل والمرأة، نفس الحقوق ولا سيما:

(أ) الحق في الاستحقاقات الأسرية؛

(ب) الحق في الحصول على القروض المصرفية، والرهن العقاري وغير ذلك من أشكال الائتمان المالي؛

(ج) الحق في الاشتراك في الأنشطة الترويحية والألعاب الرياضية وفي جميع جوانب الحياة الثقافية.

## المادة 14

1 - تضع الدول الأطراف في اعتبارها المشاكل الخاصة التي تواجهها المرأة الريفية، والأدوار الهامة التي تؤديها في تأمين أسباب البقاء اقتصاديا لأسرتها، بما في ذلك عملها في قطاعات الاقتصاد غير النقدية، وتتخذ جميع التدابير المناسبة لضمان تطبيق أحكام هذه الاتفاقية على المرأة في المناطق الريفية.

2 - تتخذ الدول الأطراف جميع التدابير المناسبة للقضاء على التمييز ضد المرأة في المناطق الريفية لكي تكفل لها، على أساس التساوي مع الرجل،

المشاركة في التنمية الريفية والاستفادة منها، وتكفل للمرأة بوجه خاص الحق في:

(أ) المشاركة في وضع وتنفيذ التخطيط الإنمائي على جميع المستويات؛

(ب) نيل تسهيلات العناية الصحية الملائمة، بما في ذلك المعلومات والنصائح والخدمات المتعلقة بتخطيط الأسرة؛

(ج) الاستفادة بصورة مباشرة من برامج الضمان الاجتماعي؛

(د) الحصول على جميع أنواع التدريب والتعليم، الرسمي وغير الرسمي، بما في ذلك ما يتصل منه بمحو الأمية الوظيفية، والحصول كذلك، في جملة أمور، على فوائد كافة الخدمات المجتمعية والإرشادية، وذلك لتحقيق، زيادة كفاءتها التقنية؛

(هـ) تنظيم جماعات المساعدة الذاتية والتعاونيات من أجل الحصول على فرص اقتصادية متكافئة عن طريق العمل لدى الغير أو العمل لحسابهن الخاص؛

(و) المشاركة في جميع الأنشطة المجتمعية؛

(ز) فرصة الحصول على الائتمانات والقروض الزراعية، وتسهيلات التسويق والتكنولوجيا المناسبة، والمساواة في المعاملة في مشاريع إصلاح الأراضي والإصلاح الزراعي وكذلك في مشاريع التوطين الريفي؛

(ح) التمتع بظروف معيشية ملائمة، ولا سيما فيما يتعلق بالإسكان والإصحاح والإمداد بالكهرباء والماء، والنقل، والاتصالات.

## الجزء الرابع

### المادة 15

- 1 - تمنح الدول الأطراف المرأة المساواة مع الرجل أمام القانون.
- 2 - تمنح الدول الأطراف المرأة في الشؤون المدنية، أهلية قانونية مماثلة لأهلية الرجل، ونفس فرص ممارسة تلك الأهلية. وتكفل للمرأة، بوجه خاص، حقوقا مساوية لحقوق الرجل في إبرام العقود وإدارة الممتلكات، وتعاملها على

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قدم المساواة في جميع مراحل الإجراءات المتبعة في المحاكم والهيئات القضائية.

3 - توافق الدول الأطراف على اعتبار جميع العقود وسائر أنواع الصكوك الخاصة التي لها أثر قانوني يستهدف تقييد الأهلية القانونية للمرأة باطلة ولاغية.

4 - تمنح الدول الأطراف الرجل والمرأة نفس الحقوق فيما يتعلق بالقانون المتصل بحركة الأشخاص وحرية اختيار محل سكنهم وإقامتهم.

## المادة 16

1 - تتخذ الدول الأطراف جميع التدابير المناسبة للقضاء على التمييز ضد المرأة في كافة الأمور المتعلقة بالزواج والعلاقات الأسرية، وبوجه خاص تضمن، على أساس تساوي الرجل والمرأة:

(أ) نفس الحق في عقد الزواج؛

(ب) نفس الحق في حرية اختيار الزوج، وفي عدم عقد الزواج إلا برضاها الحر الكامل؛

(ج) نفس الحقوق والمسؤوليات أثناء الزواج وعند فسخه؛

(د) نفس الحقوق والمسؤوليات كوالدة، بغض النظر عن حالتها الزوجية، في الأمور المتعلقة بأطفالها؛ وفي جميع الأحوال، تكون مصالح الأطفال هي الراجحة؛

(هـ) نفس الحقوق في أن تقرر بحرية وبشعور من المسؤولية عدد أطفالها والفترة بين إنجاب طفل وآخر، وفي الحصول على المعلومات والتثقيف والوسائل الكفيلة بتمكينها من ممارسة هذه الحقوق؛

(و) نفس الحقوق والمسؤوليات فيما يتعلق بالولاية والقوامة والوصاية على الأطفال وتبنيهم، أو ما شابه ذلك من الأنظمة المؤسسية الاجتماعية، حين توجد هذه المفاهيم في التشريع الوطني؛ وفي جميع الأحوال تكون مصالح الأطفال هي الراجحة؛

(ز) نفس الحقوق الشخصية للزوج والزوجة، بما في ذلك الحق في اختيار اسم الأسرة، والمهنة، والوظيفة؛

(ح) نفس الحقوق لكلا الزوجين فيما يتعلق بملكية وحيازة الممتلكات، والإشراف عليها، وإدارتها، والتمتع بها، والتصرف فيها، سواء بلا مقابل أو مقابل عوض ذي قيمة.

2 - لا يكون لخطوبة الطفل أو زواجه أثر قانوني، وتتخذ جميع الإجراءات الضرورية، بما فيها التشريع، لتحديد سن أدنى للزواج ولجعل تسجيل الزواج في سجل رسمي أمراً إلزامياً.

## الجزء الخامس

### المادة 17

1 - لغرض دراسة التقدم المحرز في تنفيذ هذه الاتفاقية، تنشأ لجنة للقضاء على التمييز ضد المرأة (يشار إليها فيما يلي باسم اللجنة) تتألف عند بدء نفاذ الاتفاقية من ثمانية عشر خبيراً وبعد تصديق الدولة الطرف الخامسة والثلاثين عليها أو انضمامها إليها من ثلاثة وعشرين خبيراً من ذوي المكانة الخلقية الرفيعة والكفاءة العالية في الميدان الذي تشمله هذه الاتفاقية، تنتخبهم الدول الأطراف من بين مواطنيها ويعملون بصفتهم الشخصية، مع إيلاء الاعتبار لمبدأ التوزيع الجغرافي العادل ولتمثيل مختلف الأشكال الحضارية وكذلك النظم القانونية الرئيسية.

2 - ينتخب أعضاء اللجنة بالاقتراع السري من قائمة بالأشخاص الذين ترشحهم الدول الأطراف. ولكل دولة طرف أن ترشح شخصاً واحداً من بين مواطنيها.

3 - يجرى الانتخاب الأول بعد ستة أشهر من تاريخ بدء نفاذ هذه الاتفاقية. وقبل ثلاثة أشهر على الأقل من تاريخ كل انتخاب، يوجه الأمين العام للأمم المتحدة رسالة إلى الدول الأطراف يدعوها فيها إلى تقديم ترشيحاتها في غضون فترة شهرين. ويعد الأمين العام قائمة بالترتيب الأبجدي بجميع الأشخاص المرشحين على هذا النحو، مبيناً الدول الأطراف التي رشحتهم، ويقدمها إلى الدول الأطراف.

4 - تجرى انتخابات أعضاء اللجنة في اجتماع للدول الأطراف يدعو إليه الأمين العام في مقر الأمم المتحدة. وفي ذلك الاجتماع، الذي يشكل اشتراك ثلثي الدول الأطراف فيه نصاباً قانونياً له، يكون الأشخاص المنتخبون لعضوية اللجنة هم المرشحون الذين يحصلون على أكبر عدد من الأصوات وعلى أكثرية مطلقة من أصوات ممثلي الدول الأطراف الحاضرين والمصوتين.

5 - ينتخب أعضاء اللجنة لفترة مدتها أربع سنوات. غير أن فترة تسعة من الأعضاء المنتخبين في الانتخاب الأول تنقضي في نهاية فترة سنتين؛ ويقوم رئيس اللجنة، بعد الانتخاب الأول فوراً، باختيار أسماء هؤلاء الأعضاء التسعة بالقرعة.

- 6 - يجرى انتخاب أعضاء اللجنة الإضافيين الخمسة وفقا لأحكام الفقرات 2 و 3 و 4 من هذه المادة بعد التصديق أو الانضمام الخامس والثلاثين. وتنتهي ولاية اثنين من الأعضاء الإضافيين المنتخبين بهذه المناسبة في نهاية فترة سنتين. ويتم اختيار اسميهما بالقرعة من قبل رئيس اللجنة.
- 7 - لملء الشواغر الطارئة، تقوم الدولة الطرف التي كف خبيرها عن العمل كعضو في اللجنة بتعيين خبير آخر من بين مواطنيها، رهنا بموافقة اللجنة.
- 8 - يتلقى أعضاء اللجنة، بموافقة الجمعية العامة، مكافآت تدفع من موارد الأمم المتحدة بالأحكام والشروط التي تحددها الجمعية، مع إيلاء الاعتبار لأهمية المسؤوليات المنوطة باللجنة.
- 9 - يوفر الأمين العام للأمم المتحدة ما يلزم اللجنة من موظفين ومرافق للاضطلاع بصورة فعالة بالوظائف المنوطة بها بموجب هذه الاتفاقية.

## المادة 18

- 1 - تتعهد الدول الأطراف بأن تقدم إلى الأمين العام للأمم المتحدة، للنظر من قبل اللجنة، تقريرا عما اتخذته من تدابير تشريعية وقضائية وإدارية وغيرها من أجل إنفاذ أحكام هذه الاتفاقية، وعن التقدم المحرز في هذا الصدد، وذلك:
- (أ) في غضون سنة واحدة من بدء النفاذ بالنسبة للدولة المعنية؛
- (ب) وبعد ذلك كل أربع سنوات على الأقل، وكذلك كلما طلبت اللجنة ذلك.
- 2 - يجوز أن تبين التقارير العوامل والصعاب التي تؤثر على مدى الوفاء بالالتزامات المقررة في هذه الاتفاقية.

## المادة 19

- 1 - تعتمد اللجنة النظام الداخلي الخاص بها.
- 2 - تنتخب اللجنة أعضاء مكتبها لفترة سنتين.

## المادة 20

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- 1 - تجتمع اللجنة في العادة لفترة لا تزيد على أسبوعين سنويا للنظر في التقارير المقدمة وفقا للمادة 18 من هذه الاتفاقية.
  - 2 - تعقد اجتماعات اللجنة عادة في مقر الأمم المتحدة أو في أي مكان مناسب آخر تحدده اللجنة.

## المادة 21

1 - تقدم اللجنة تقريراً سنوياً إلى الجمعية العامة للأمم المتحدة بواسطة المجلس الاقتصادي والاجتماعي، عن أنشطتها، ولها أن تقدم مقترحات وتوصيات عامة مبنية على دراسة التقارير والمعلومات الواردة من الدول الأطراف. وتدرج تلك المقترحات والتوصيات العامة في تقرير اللجنة مشفوعة بتعليقات الدول الأطراف، إن وجدت.

2 - يحيل الأمين العام تقارير اللجنة إلى لجنة مركز المرأة، لغرض إعلامها.

## المادة 22

يحق للوكالات المتخصصة أن تمثل لدى النظر في تنفيذ ما يقع في نطاق أنشطتها من أحكام هذه الاتفاقية. وللجنة أن تدعو الوكالات المتخصصة إلى تقديم تقارير عن تنفيذ الاتفاقية في المجالات التي تقع في نطاق أنشطتها.

## الجزء السادس

## المادة 23

ليس في هذه الاتفاقية ما يمس أي أحكام تكون أكثر تيسيراً لتحقيق المساواة بين الرجل والمرأة وتكون قد وردت:

(أ) في تشريعات دولة من الدول الأطراف؛

(ب) أو في أية اتفاقية أو معاهدة أو اتفاق دولي آخر نافذ بالنسبة إلى تلك الدولة.

## المادة 24

تتعهد الدول الأطراف باتخاذ جميع ما يلزم من تدابير على الصعيد الوطني تستهدف تحقيق الإعمال الكامل للحقوق المعترف بها في هذه الاتفاقية.

## المادة 25

1 - يكون باب التوقيع على هذه الاتفاقية مفتوحاً لجميع الدول.



- 2 - يسمى الأمين العام للأمم المتحدة وديعا لهذه الاتفاقية.
- 3 - تخضع هذه الاتفاقية للتصديق. وتودع وثائق التصديق لدى الأمين العام للأمم المتحدة.
- 4 - يكون باب الانضمام إلى هذه الاتفاقية مفتوحا لجميع الدول. وينفذ الانضمام بإيداع وثيقة الانضمام لدى الأمين العام للأمم المتحدة.

### المادة 26

- 1 - يجوز لأي دولة من الدول الأطراف، في أي وقت، أن تطلب إعادة النظر في هذه الاتفاقية، وذلك عن طريق إشعار كتابي يوجه إلى الأمين العام للأمم المتحدة.
- 2 - تقرر الجمعية العامة للأمم المتحدة ما يتخذ من خطوات، إن لزم، فيما يتعلق بذلك الطلب.

### المادة 27

- 1 - يبدأ نفاذ هذه الاتفاقية في اليوم الثلاثين بعد تاريخ إيداع وثيقة التصديق أو الانضمام العشرين لدى الأمين العام للأمم المتحدة.
- 2 - بالنسبة لكل دولة تصدق على هذه الاتفاقية أو تنضم إليها بعد إيداع وثيقة التصديق أو الانضمام العشرين، يبدأ نفاذ الاتفاقية في اليوم الثلاثين بعد تاريخ إيداع هذه الدولة وثيقة تصديقها أو انضمامها.

### المادة 28

- 1 - يتلقى الأمين العام للأمم المتحدة نص التحفظات التي تبديها الدول وقت التصديق أو الانضمام، ويقوم بتعميمها على جميع الدول.
- 2 - لا يجوز إبداء أي تحفظ يكون منافيا لموضوع هذه الاتفاقية وغرضها.
- 3 - يجوز سحب التحفظات في أي وقت بتوجيه إشعار بهذا المعنى إلى الأمين العام للأمم المتحدة، الذي يقوم عندئذ بإبلاغ جميع الدول به. ويصبح ذلك الإشعار نافذ المفعول اعتبارا من تاريخ تلقّيه.

### المادة 29

1 - يعرض للتحكيم أي خلاف ينشأ بين دولتين أو أكثر من الدول الأطراف حول تفسير أو تطبيق هذه الاتفاقية ولا يسوى عن طريق المفاوضات، وذلك بناء على طلب واحدة من هذه الدول. وإذا لم يتمكن الأطراف، خلال ستة أشهر من تاريخ طلب التحكيم، من الوصول إلى اتفاق على تنظيم أمر التحكيم، جاز لأي من أولئك الأطراف إحالة النزاع إلى محكمة العدل الدولية بطلب يقدم وفقا للنظام الأساسي للمحكمة.

2 - لأية دولة طرف أن تعلن لدى توقيع هذه الاتفاقية أو التصديق عليها أو الانضمام إليها أنها لا تعتبر نفسها ملزمة بالفقرة 1 من هذه المادة. ولا تكون الدول الأطراف الأخرى ملزمة بتلك الفقرة إزاء أية دولة طرف أبدت تحفظا من هذا القبيل.

3 - لأية دولة طرف أبدت تحفظا وفقا للفقرة 2 من هذه المادة أن تسحب هذا التحفظ متى شاءت بإشعار توجهه إلى الأمين العام للأمم المتحدة.

### المادة 30

تودع هذه الاتفاقية، التي تتساوى نصوصها الإسبانية والانكليزية والروسية والصينية والعربية والفرنسية في الحجية، لدى الأمين العام للأمم المتحدة.

وإثباتا لذلك، قام الموقعون أدناه، المفوضون حسب الأصول، بتوقيع هذه الاتفاقية.

Distr.  
GENERAL

CERD/SP/52  
14 January 1994  
ARABIC  
ORIGINAL: ENGLISH

الاتفاقية الدولية للقضاء  
على جميع أشكال  
التمييز العنصري



اجتماعات الدول الأطراف  
الاجتماع الخامس عشر

رسالة مؤرخة ١٤ كانون الثاني/يناير ١٩٩٤ موجهة إلى الأمين العام  
من الممثل الدائم لسلوفينيا لدى الأمم المتحدة

سأغدو ممتنا إذا تفضلتم بالإيعاز بتعميم نص الرسالة المرفقة طيه الموجهة إليكم بوصفها وثيقة  
من وثائق اجتماع الدول الأطراف في الاتفاقية الدولية للقضاء على جميع أشكال التمييز العنصري.

وتفضلوا، سعادتكم، بقبول أسمى آيات تقديري.

(توقيع) دكتور دانيلو تيرك  
السفير

نيويورك، ١٤ كانون الثاني/يناير ١٩٩٤

صاحب السعادة،

أود أن أرفع إلى عنايتكم مسألة نجمت عن حل يوغوسلافيا السابقة واندثارها.

فكما تذكرون، خلصت لجنة التحكيم التابعة للمؤتمر المعني بيوغوسلافيا السابقة، برئاسة السيد م. روبرت بادينتر، في فتاها رقم ٨ المؤرخة ٤ تموز/يوليه ١٩٩٢، إلى أن عملية حل جمهورية يوغوسلافيا الاتحادية الاشتراكية كانت عملية كاملة وأن يوغوسلافيا لم تعد قائمة. فضلا عن ذلك، أكدت لجنة التحكيم مبدأ المساواة بين جميع الدول التي خلفت يوغوسلافيا السابقة. وأكدت القرارات التي اتخذها مجلس الأمن والجمعية العامة بعد ذلك جوهر تلك الفتوى. ومن ثم، فقد ذكر مجلس الأمن في قراره ٧٧٧ (١٩٩٢) "ان الدولة التي كانت تعرف سابقا بجمهورية يوغوسلافيا الاتحادية الاشتراكية لم تعد قائمة" وبالنظر إلى الأهمية الأساسية لهذه الحقيقة، فقد كان من المنطقي أن يذكر مجلس الأمن والجمعية العامة، على وجه التحديد، أن "جمهورية يوغوسلافيا الاتحادية (صربيا والجبل الأسود)" - أي إحدى الدول الخلف - لا يجوز لها تلقائيا أن تواصل عضوية جمهورية يوغوسلافيا الاتحادية الاشتراكية السابقة في الأمم المتحدة.

إن حقيقة اندثار يوغوسلافيا السابقة لا تعكسه ممارسة الأمم المتحدة بصورة كاملة. وقد أشرت في رسالتي إليكم وإلى رئيس مجلس الأمن المؤرخة ٥ آب/أغسطس ١٩٩٣ (S/26246؛ A/48/292) إلى جوانب المشكلة التي تتصل بالإجراءات اللازمة لاتخاذها من جانب مجلس الأمن والجمعية العامة بغية إنهاء عضوية يوغوسلافيا السابقة في الأمم المتحدة بصورة حاسمة. وأود أن أشير في هذه الرسالة إلى ضرورة اتخاذ إجراء ملائم في مجال اختصاص الأمين العام فيما يتعلق بالمعاهدات المتعددة الأطراف المودعة لديه.

وتتصل الفتوى الصادرة عن لجنة التحكيم التابعة للمؤتمر المعني بيوغوسلافيا السابقة والقرارات ذات الصلة التي اتخذها مجلس الأمن والجمعية العامة بحقيقة ذات أهمية أساسية ذات أهمية دون ريب في سياق الخلافة فيما يتصل بالمعاهدات الدولية، بما في ذلك المعاهدات المتعددة الأطراف المودعة لدى الأمين العام. إن المقولة الأساسية، وهي أن يوغوسلافيا السابقة لم تعد قائمة، لا يجوز تجاهلها أو الدوران حولها بالقول ان مجلس الأمن والجمعية العامة لم يوضحا بما لا يدع مجالاً للبس جميع النتائج العملية لتلك الحقيقة. وإن إصرار مجلس الأمن والجمعية العامة على أن "جمهورية يوغوسلافيا الاتحادية (صربيا والجبل الأسود)" لا يجوز النظر إليها على أنها تملك الاستمرار التلقائي للدولة السلف أمر له أهميته العامة بالنسبة لجميع أجهزة الأمم المتحدة. وينبغي أن تمتنع هذه الأجهزة عن الأفعال التي تخلق الانطباع بأن الاستمرار

التلقائي قد منح لإحدى الدول التي خلفت يوغوسلافيا السابقة. إن الدول التي خلفت يوغوسلافيا السابقة وتريد أن تخلفها في معاهدة دولية عليها أن تخطر بخلافاتها ولا يجوز اعتبار أي منها مالكا للاستمرار التلقائي للدولة السلف التي لم تعد قائمة. وينبغي أن ينعكس هذا على النحو الواجب في منشورات الأمم المتحدة الرسمية ذات الصلة.

ومن دواعي أسفي أن أسجل أن المنشور الذي صدر مؤخرا تحت عنوان "مركز المعاهدات المتعددة الأطراف المودعة لدى الأمين العام في ٣١ كانون الأول/ديسمبر ١٩٩٢" (ST/LEG/SER.E/11)، نيويورك، ١٩٩٣، يشير إلى "يوغوسلافيا" كما لو أن تلك الدولة السابقة ما زالت قائمة (مثل ذلك الصفحة ١٠٠ (من النص الانكليزي) من ذلك المنشور التي تحتوي على قائمة بالدول الأطراف في الاتفاقية الدولية للقضاء على جميع أشكال التمييز العنصري). إن هذه الإشارة تطمس حقيقة أن دولة سابقة طرفا في الاتفاقية لم تعد قائمة وأنه لا يجوز لأي من الدول التي خلفتها أن تعتبر مالكا للاستمرار التلقائي لها.

وأود أن أطلب إدخال التصويبات الملائمة في المنشور المذكور وفي غيره من المنشورات المتصلة بالموضوع وأن تتخذ إجراءات لكفالة أن تعكس المنشورات التي ستصدر بعد ذلك بدقة الحالة الناجمة عن حل يوغوسلافيا السابقة واندثارها. ولا يجوز أن تحتوي قوائم الدول الأطراف إلا على تلك الدول الخلف ليوغوسلافيا السابقة التي قامت بالإخطار بخلافاتها فيما يتعلق بشتى المعاهدات المتعددة الأطراف المودعة لدى الأمين العام. وأود أن أضيف أن هذا الطلب المتعلق ببيان الحقائق الناجمة عن اندثار يوغوسلافيا السابقة بدقة يتصل أيضا بجميع الأنشطة الأخرى ذات الصلة التي يضطلع بها الأمين العام بصفته الجهة الوديعية للمعاهدات المتعددة الأطراف.

وتفضلوا، سعادتكم، بقبول أسمى آيات تقديري.

(توقيع) دكتور داخيلو تيرك  
السفير

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سعادة الدكتور بطرس بطرس غالي  
الأمين العام  
للأمم المتحدة























**The Comprehensive Peace  
Agreement**

**Between**

**The Government of The Republic  
of The Sudan**

**and**

**The Sudan People's Liberation  
Movement/Sudan People's  
Liberation Army**



1911

1912

1913

1914

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## LIST OF ABBREVIATIONS

AA	Abyei Area
AAC	Abyei Area Council
AASC	Abyei Area Security Committee
ABC	Abyei Boundaries Commission
A/C	Account
AEC	Assessment and Evaluation Commission
AJMC	Area Joint Military Committee
ARC	Abyei Referendum Commission
ASAs	Agreement on Security Arrangements
AU	African Union
Bde Hqs	Brigade Headquarters
BGR	Bahr El Ghazal Region
BNL	Bicameral National Legislature
BOD	Board of Directors of the Central Bank of Sudan
BOSS	Bank of Southern Sudan
BRA	Banking Regulatory Act
CAA	Chief Administrator for Abyei
CA	Courts of Appeal
CBOS	Central Bank of Sudan
CC	Constitutional Court
CCA	Comprehensive Ceasefire Agreement
CFA	Ceasefire Agreement
CFM	Ceasefire Modalities
CID	Criminal Investigation Department
CJMC	Ceasefire Joint Military Committee
CPA	Comprehensive Peace Agreement
CPC	Ceasefire Political Commission
CPMT	Civilian Protection Monitoring Team
CRC	Convention on the Rights of the Child
CS	Civil Service
CSR	Convention on Status of Refugees

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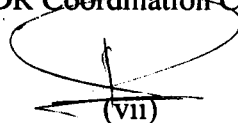
CSS	Constitution of Southern Sudan
DD	D-Day
DDR	Disarmament, Demobilization and Reintegration
DDRR	Demobilization, Disarmament, Re-Integration and Reconciliation
DG	Deputy Governor
DOP	(IGAD) Declaration of Principles
EC	Electoral Commission
EC	Executive Council
ECM	Executive Council of Ministers
FFAMC	Fiscal and Financial Allocation and Monitoring Commission
FOB	Free on Board
FX	Foreign Exchange
GONU/GNU	Government of National Unity
GOS	Government of the Republic of Sudan/Government of Sudan
GOSS	Government of Southern Sudan
GST	General Sales Tax
HDI	Human Development Index
HQ	Headquarters
HRC	Human Rights Commission
ICHPR	International Charter on Human and Peoples Rights
ICRC	International Committee of the Red Cross
ID	Identity Card
IDPs	Internally Displaced Persons
IGAD	Inter-Governmental Authority on Development
IMF	International Monetary Fund
IMS	IGAD Member States
INC	Interim National Constitution
Inf. Bn.	Infantry Battalion
IP	Interim Period
IPF	IGAD Partner's Forum
JAM	Joint Assessment Mission
JAM CCG	Joint Assessment Mission Core Coordination Group

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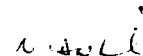
  
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JDB	Joint Defence Board
JlUs	Joint/Integrated Units
JMC	Joint Military Commission (for the Nuba Mountains)
JMTs	Joint Military Teams
JNTT	Joint National Transition Team
JSS	Judiciary of Southern Sudan
LEC	Local Executive Council
LG	Local Government
LICUS	Low Income Countries Under Stress
M-Day	Mandate Day (UN)
MDTF	Multi-Donor Trust Fund
MDTFs	Multi-Donor Trust Funds
MEM	Ministry of Energy and Mining
MIC	Ministry of International Corporation
MOF	Ministry of Finance
MOU	Memorandum of Understanding
MOU-CH	Memorandum of Understanding on Cessation of Hostilities
MP	Machakos Protocol
NA	National Assembly
NAC	National Audit Chamber
NC	National Capital
NCA	National Congress Act
NCA	National Court of Appeal
NLC	National Liberation Council (of SPLM/A)
NCOs	Non-Commissioned Officers
NCP	National Congress Party
NCRC	National Constitutional Review Commission
NSC	National Civil Service
NCSC	National Civil Service Commission
NCSG	Northern Civil Society Groups
NDDRC	Northern Sudan DDR Commission
NDDRCC	National DDR Coordination Council

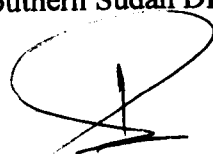



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NE	National Executive
NEC	National Electoral Commission
NG	National Government
NGOs	Non-governmental Organizations
NJSC	National Judicial Service Commission
NL	National Legislature
NLC	National Land Commission
NLC	National Liberation Council
NM	Nuba Mountains
NMDTF	National Multi-Donor Trust Fund
NPC	National Petroleum Commission
NPCA	National Population Census Act
NPF	Northern Political Forces
NRDF	National Reconstruction and Development Fund
NRF	National Revenue Fund
NSA	National Security Act
NSC	National Supreme Court
NSS	National Security Service
OAG	Other Armed Groups
OAGs CC	Other Armed Groups Collaborative Committee
ORSA	Oil Revenue Stabilization Account
PAEC	Parliamentary Assessment and Evaluation Commission
PC	Presidential Council
PCA	Permanent Ceasefire Agreement
PIP	Pre-Interim Period
POW	Prisoners of War
PSP	Power Sharing Protocol
SA	Security Arrangements
SAF	Sudan Armed Forces
SC	State Constitution
SCM	State Council of Ministers
SSDDRC	Southern Sudan DDR Commission

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<b>SIC</b>	<b>State Interim Constitution</b>
<b>SJ</b>	<b>State Judiciary</b>
<b>SK</b>	<b>Southern Kordofan</b>
<b>SL</b>	<b>State Legislature</b>
<b>SLC</b>	<b>State Land Commission</b>
<b>SNAF</b>	<b>Sudan National Armed Forces</b>
<b>SOFA</b>	<b>Status of Forces Agreement</b>
<b>SOMA</b>	<b>Status of Mission Agreement</b>
<b>SP</b>	<b>State Police</b>
<b>SPF</b>	<b>Southern Political Forces</b>
<b>SPLA</b>	<b>Sudan People's Liberation Army</b>
<b>SPLM</b>	<b>Sudan People's Liberation Movement</b>
<b>SPLM/A</b>	<b>Sudan People's Liberation Movement/Sudan People's Liberation Army</b>
<b>SPS</b>	<b>State Police Service</b>
<b>SPS</b>	<b>Special Administrative Status</b>
<b>SRS</b>	<b>State Revenue Sources</b>
<b>SSC</b>	<b>State Security Committee</b>
<b>SSC</b>	<b>Southern Sudan Constitution</b>
<b>SSL</b>	<b>Southern Sudan Legislature</b>
<b>SSL</b>	<b>Southern Sudan Laws</b>
<b>SSLC</b>	<b>Southern Sudan Land Commission</b>
<b>SSMDTF</b>	<b>Southern Sudan Multi-Donor Trust Fund</b>
<b>SSRDF</b>	<b>Southern Sudan Reconstruction and Development Fund</b>
<b>SSSC</b>	<b>Southern Sudan Supreme Court</b>
<b>UN</b>	<b>United Nations</b>
<b>UNAMIS</b>	<b>United Nations Advanced Mission in Sudan</b>
<b>UNDP</b>	<b>United Nations Development Programme</b>
<b>UNDPKO</b>	<b>United Nations Department of Peacekeeping Operations</b>
<b>UNFPA</b>	<b>United Nations Population Fund</b>
<b>UNHCR</b>	<b>United Nations High Commission/High Commissioner for Refugees</b>

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UNICEF	United Nations International Children's Emergency Fund
VAT	Value Added Tax
VMM	Verification and Monitoring Team
VMT	Verification and Monitoring Team
WB	World Bank
WK	Western Kordofan
WSA	Wealth Sharing Agreement

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# CHAPEAU OF THE COMPREHENSIVE PEACE AGREEMENT

**WHEREAS** the Government of the Republic of the Sudan (GOS) and the Sudan People's Liberation Movement/Sudan People's Liberation Army (SPLM/A) (hereinafter referred to as the "Parties"), having met in continuous negotiations between May 2002 and December 2004, in Karen, Machakos, Nairobi, Nakuru, Nanyuki and Naivasha, Kenya, under the auspices of the Inter-Governmental Authority on Development (IGAD) Peace Process, and, in respect of the issues related to the Conflict Areas of Southern Kordofan and Blue Nile States and Abyei Area, under the auspices of the Government of the Republic of Kenya;

**CONSCIOUS** that the conflict in the Sudan is the longest running conflict in Africa; that it has caused tragic loss of life, destroyed the infrastructure of the country, eroded its economic resources and caused suffering to the people of the Sudan;

**MINDFUL** of the urgent need to bring peace and security to the people of the Sudan who have endured this conflict for far too long;

**AWARE** of the fact that peace, stability and development are aspirations shared by all people of the Sudan;

**IN PURSUANCE OF** the commitment of the Parties to a negotiated settlement on the basis of a democratic system of governance which, on the one hand, recognizes the right of the people of Southern Sudan to self-determination and seeks to make unity attractive during the Interim Period, while at the same time is founded on the values of justice, democracy, good governance, respect for fundamental rights and freedoms of the individual, mutual understanding and tolerance of diversity within the realities of the Sudan;

**RECORDING AND RECONFIRMING** that in pursuance of this commitment the Parties duly reached agreement on the following texts: the Machakos Protocol, dated 20<sup>th</sup> July, 2002 which is set out in Chapter I of the Comprehensive Peace Agreement (CPA); the Agreement on Security Arrangements, dated 25<sup>th</sup> September, 2003 which is set out in Chapter VI of the CPA; the Agreement on Wealth Sharing, dated 7<sup>th</sup> January, 2004 which is set out in Chapter III of the CPA; the Protocol on Power Sharing, dated 26<sup>th</sup> May, 2004 which is set out in Chapter II of the CPA; the Protocol on the Resolution of the Conflict In Southern Kordofan and Blue Nile States, dated 26<sup>th</sup> May, 2004 which is set out in Chapter V of the CPA; and the Protocol on the Resolution of the Conflict in Abyei Area, dated 26<sup>th</sup> May, 2004 which is set out in Chapter IV of the CPA; and that the Security Council of the United Nations in its Resolution 1574 of 19<sup>th</sup> November, 2004, took note of these aforementioned Protocols and Agreements;

**RECOGNIZING** that the Parties have concluded an Agreement on a Permanent Ceasefire and Security Arrangements Implementation Modalities During the Pre-Interim and Interim Periods dated 31<sup>st</sup> December, 2004 which is set out in Annexure I of the

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CPA, within the Framework of the Agreement on Security Arrangements of 25<sup>th</sup> September, 2003;

**FURTHER RECOGNIZING** that the Parties have also concluded the Agreement on the Implementation Modalities of the Protocols and Agreements dated 31<sup>st</sup> December, 2004 which is set out in Annexure II of the CPA;

**NOW HEREIN THE PARTIES JOINTLY ACKNOWLEDGE** that the CPA offers not only hope but also a concrete model for solving problems and other conflicts in the country;

**THE PARTIES FURTHER ACKNOWLEDGE** that the successful implementation of the CPA shall provide a model for good governance in the Sudan that will help create a solid basis to preserve peace and make unity attractive and therefore undertake to fully adhere to the letter and spirit of the CPA so as to guarantee lasting peace, security for all, justice and equality in the Sudan;

**NOW THEREFORE, THE PARTIES AGREE**, upon signing this Agreement, on the following:

- (1) The Pre-Interim Period shall commence, and all the obligations and commitments specified in the CPA shall be binding in accordance with the provisions thereof;
- (2) The CPA shall be comprised of the texts of the Protocols and Agreements already signed, together with this Chapeau, the Agreement on Permanent Ceasefire and Security Arrangements Implementation Modalities and Appendices as Annexure I and the Agreement on the Implementation Modalities and the Global Implementation Matrix and Appendices as Annexure II;
- (3) The agreed Arabic and English texts of the CPA shall both be official and authentic. However, in the event of a dispute regarding the meaning of any provision of the text, and only if there is a difference in meaning between the Arabic and English texts; the English text shall be authoritative as English was the language of the peace negotiations.
- (4) Upon compilation of the official and authentic Arabic and English texts of the CPA, the initialled copies of both texts shall be given to both Parties, and copies shall also be lodged with the United Nations, the African Union, IGAD Secretariat in Djibouti, the League of Arab States and the Republic of Kenya.
- (5) All persons performing governmental functions shall continue to do so at the place at which they render such services or perform such functions unless or until redeployed or alternative instructions are received in accordance with the arrangements agreed to by the Parties.

J.P.



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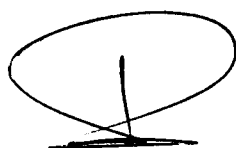
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- (6) To establish such priority joint task teams, particularly the Joint National Transitional Team (JNTT), the Abyei Boundaries Commission (ABC), the Constitutional Task Team and the Joint Technical Team on "New National Currency" as required to facilitate and prepare for the operationalization of the Agreement once it is put into force;
- (7) To take the necessary steps to ensure the effective implementation of the Permanent Ceasefire;
- (8) To take such steps as are necessary to ensure that resources and funds are available for the establishment of the structures, bodies and institutions contemplated by the CPA especially the establishment of the Government of Southern Sudan;

**THE PARTIES EXPRESS THEIR GRATITUDE** for the persistent efforts of the Facilitators, the IGAD Member States, and the International Community in assisting the people of the Sudan to return to peace and stability, and in particular, to the African Union, IGAD Partners Forum, the United Nations, and the Governments of Italy, Norway, United Kingdom and the United States of America for their support for the IGAD Peace Initiative and their unwavering interest and consistent endeavours in support of the Peace Process;

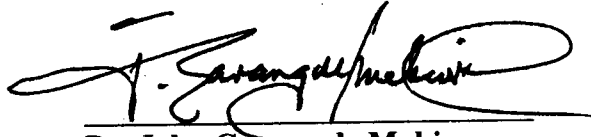
**THE PARTIES JOINTLY APPEAL** to the Regional and International Community and call on Organizations and States which have been requested to witness the signing of this Agreement to provide and affirm their unwavering support to the implementation of the CPA, and further appeal to them to avail resources for the necessary and urgent programmes and activities of the transition to peace as contemplated and agreed herein;

**THE PARTIES RECOGNIZE** the enormity of the tasks that lie ahead in successfully implementing the Comprehensive Peace Agreement and in signing below and before the witnesses here present, they reconfirm their commitment to implement the Comprehensive Peace Agreement fully and jointly.



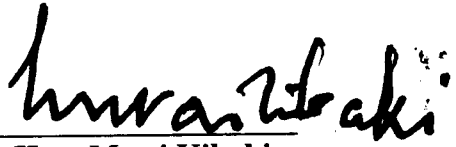


**H.E. Ali Osman Mohamed Taha**  
First Vice President of the Republic  
of the Sudan  
On behalf of the Government  
Of the Republic of the Sudan

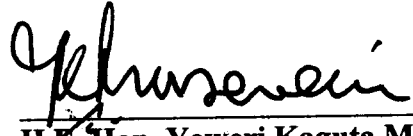


**Dr. John Garang de Mabior**  
Chairman of the Sudan  
People's Liberation Movement/Sudan  
People's Liberation Army  
on behalf of the Sudan People's  
Liberation Movement/Sudan People's  
Liberation Army

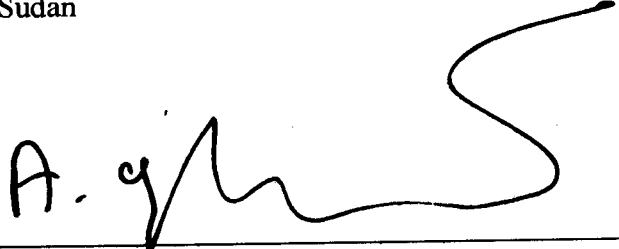
WITNESSED BY:



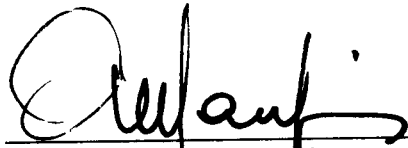
**H.E. Hon. Mwai Kibaki**  
President of the Republic of Kenya  
On behalf of the IGAD  
Sub-Committee on the Sudan



**H.E. Hon. Yoweri Kaguta Museveni**  
President of the Republic of Uganda  
On Behalf of IGAD Member States

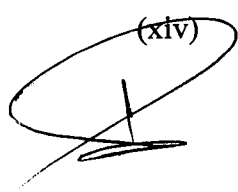


**H.E. Mr. Ahmed About Gheit**  
Egyptian Minister of Foreign Affairs  
On behalf of the Government of the Republic of Egypt



**Senator Alfredo Mantica**  
Deputy Minister for Foreign Affairs  
On behalf of the Government of Italy

*J.P.*

*(xiv)*  


*on behalf*

*Racke*

---

**H.E Mr. Fred Racke**  
Special Envoy of the Netherlands  
On behalf of the Royal Kingdom of the Netherlands

*Hilde Johnson*

*Racke*

---

**H.E. Ms. Hilde F. Johnson**  
Minister of International Development  
On behalf of the Royal Norwegian Government

*H. Benn*

---

**Right Hon. Hilary Benn, M.P.**  
Secretary of State for International Development  
On behalf of the United Kingdom and Northern Ireland

*Colin L. Powell*

---

**Mr. Colin L. Powell**  
United States Secretary of State  
On behalf of the United States of America

*Alpha Oumar Konare*

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**H.E. Mr. Alpha Oumar Konare**  
Chairperson of the African Union  
On behalf of the African Union

*Charles Goerens*

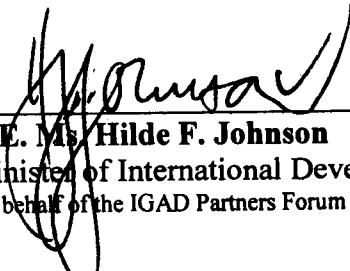
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**Hon. Charles Goerens**  
Minister of Development Co-operation of Netherlands  
On behalf of the European Union

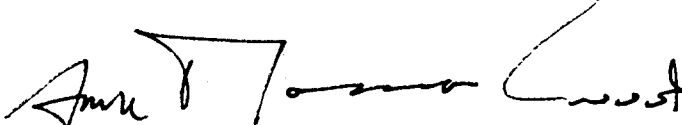
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*[Signature]*

  
\_\_\_\_\_  
**H.E. Ms. Hilde F. Johnson**  
Minister of International Development  
On behalf of the IGAD Partners Forum (IPF)

  
\_\_\_\_\_  
**Senator Alfredo Mantica**  
Deputy Minister for Foreign Affairs  
On behalf of the IGAD Partners Forum (IPF)

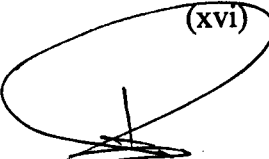
  
\_\_\_\_\_

**H.E. Mr. Amre Moussa**  
Secretary General of the League of Arab States  
On behalf of the League of Arab States

  
\_\_\_\_\_  
**H.E. Mr. Jan Pronk**  
Special Representative of the Secretary General in the Sudan  
On behalf of the United Nations

*J.P.*

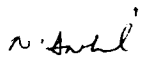
*mantica*

  
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# CHAPTER I

## THE MACHAKOS PROTOCOL

*SIGNED AT MACHAKOS, KENYA ON 20<sup>TH</sup> JULY, 2002*







## **THE PREAMBLE, PRINCIPLES, AND THE TRANSITION PROCESS**

**WHEREAS** the Government of the Republic of the Sudan and the Sudan People's Liberation Movement/Sudan People's Liberation Army (hereafter referred to as the Parties) having met in Machakos, Kenya, from 18th June, 2002 through 20th July, 2002; and

**WHEREAS** the Parties are desirous of resolving the Sudan Conflict in a just and sustainable manner by addressing the root causes of the conflict and by establishing a framework for governance through which power and wealth shall be equitably shared and human rights guaranteed; and

**MINDFUL** that the conflict in the Sudan is the longest running conflict in Africa, that it has caused horrendous loss of life and destroyed the infrastructure of the country, wasted economic resources, and has caused untold suffering, particularly with regard to the people of South Sudan; and

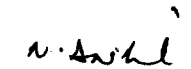
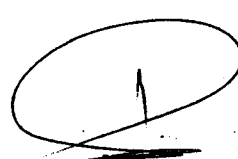
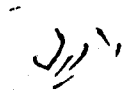
**SENSITIVE** to historical injustices and inequalities in development between the different regions of the Sudan that need to be redressed; and

**RECOGNIZING** that the present moment offers a window of opportunity to reach a just peace agreement to end the war; and

**CONVINCED** that the rejuvenated IGAD peace process under the chairmanship of the Kenyan President, H.E. Daniel T. arap Moi, provides the means to resolve the conflict and reach a just and sustainable peace; and


**COMMITTED** to a negotiated, peaceful, comprehensive resolution to the conflict based on the Declaration of Principles (DOP) for the benefit of all the people of the Sudan;

**NOW THEREFORE**, the Parties hereby agree as follows:



## PART A: AGREED PRINCIPLES

- 1.1 That the unity of the Sudan, based on the free will of its people democratic governance, accountability, equality, respect, and justice for all citizens of the Sudan is and shall be the priority of the Parties and that it is possible to redress the grievances of the people of South Sudan and to meet their aspirations within such a framework.
- 1.2 That the people of South Sudan have the right to control and govern affairs in their region and participate equitably in the National Government.
- 1.3 That the people of South Sudan have the right to self-determination, *inter alia*, through a referendum to determine their future status.
- 1.4 That religion, customs and traditions are a source of moral strength and inspiration for the Sudanese people.
- 1.5 That the people of the Sudan share a common heritage and aspirations and accordingly agree to work together to:
  - 1.5.1 Establish a democratic system of governance taking account of the cultural, ethnic, racial, religious and linguistic diversity and gender equality of the people of the Sudan.
  - 1.5.2 Find a comprehensive solution that addresses the economic and social deterioration of the Sudan and replaces war not just with peace, but also with social, political and economic justice which respects the fundamental human and political rights of all the Sudanese people.
  - 1.5.3 Negotiate and implement a comprehensive ceasefire to end the suffering and killing of the Sudanese people.
  - 1.5.4 Formulate a repatriation, resettlement, rehabilitation, reconstruction and development plan to address the needs of those areas affected by the war and redress the historical imbalances of development and resources allocation.
  - 1.5.5 Design and implement the Peace Agreement so as to make the unity of the Sudan an attractive option especially to the people of South Sudan.
  - 1.5.6 Undertake the challenge by finding a framework by which these common objectives can be best realized and expressed for the benefit of all the Sudanese.



## PART B: THE TRANSITION PROCESS

In order to end the conflict and to secure a peaceful and prosperous future for all the people of the Sudan and in order to collaborate in the task of governing the country, the Parties hereby agree to the implementation of the Peace Agreement in accordance with the sequence, time periods and process set out below.

2. There shall be a Pre-Interim Period, the duration of which shall be six (6) months.

2.1 During the Pre-Interim Period:

- a) The institutions and mechanisms provided for in the Peace Agreement shall be established;
- b) If not already in force, there shall be a cessation of hostilities with appropriate monitoring mechanisms established;
- c) Mechanisms to implement and monitor the Peace Agreement shall be created;
- d) Preparations shall be made for the implementation of a comprehensive ceasefire as soon as possible;
- e) International assistance shall be sought; and
- f) A Constitutional Framework for the Peace Agreement and the institutions referred to in 2.1 (a) shall be established.

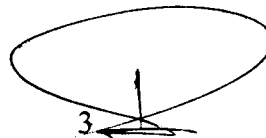
2.2 The Interim Period will commence at the end of the Pre-Interim Period and shall last for six (6) years.

2.3 Throughout the Interim Period:

- a) The institutions and mechanisms established during the Pre-Interim Period shall be operating in accordance with the arrangements and principles set out in the Peace Agreement.
- b) If not already accomplished, the negotiated comprehensive ceasefire will be implemented and international monitoring mechanisms shall be established and operationalized.

2.4 An independent Assessment and Evaluation Commission(AEC) shall be established during the Pre-Interim Period to monitor the implementation of the Peace Agreement and conduct a mid-term evaluation of the unity arrangements established under the Peace Agreement.

2.4.1 The composition of the Assessment and Evaluation Commission shall consist of equal representation from the GOS and the SPLM/A, and not more than two (2) representatives, respectively, from each of the following categories:



- 2.4.1.1 Member states of the IGAD Sub-Committee on Sudan (Djibouti, Eritrea, Ethiopia, Kenya and Uganda);
- 2.4.1.2 Observer States (Italy, Norway, UK and US); and
- 2.4.1.3 Any other countries or regional or international bodies to be agreed upon by the Parties.

2.4.2 The Parties shall work with the Commission during the Interim Period with a view to improving the institutions and arrangements created under the Agreement and making the unity of Sudan attractive to the people of South Sudan.

2.5 At the end of the six (6) year Interim Period there shall be an internationally monitored referendum, organized jointly by the GOS and the SPLM/A, for the people of South Sudan to: confirm the unity of the Sudan by voting to adopt the system of government established under the Peace Agreement; or to vote for secession.

2.6 The Parties shall refrain from any form of unilateral revocation or abrogation of the Peace Agreement.

*JM*



*A. Saleh*

## STATE AND RELIGION

Recognizing that Sudan is a multi-cultural, multi-racial, multi-ethnic, multi-religious and multi-lingual country and confirming that religion shall not be used as a divisive factor, the Parties hereby agree as follows:

- 6.1 Religions, customs and beliefs are a source of moral strength and inspiration for the Sudanese people.
- 6.2 There shall be freedom of belief, worship and conscience for followers of all religions or beliefs or customs and no one shall be discriminated against on such grounds.
- 6.3 Eligibility for public office, including the presidency, public service and the enjoyment of all rights and duties shall be based on citizenship and not on religion, beliefs or customs.
- 6.4 All personal and family matters including marriage, divorce, inheritance, succession and affiliation may be governed by the personal laws (including Sharia or other religious laws, customs or traditions) of those concerned.
- 6.5 The Parties agree to respect the following Rights:
  - 6.5.1 To worship or assemble in connection with a religion or belief and to establish and maintain places for these purposes;
  - 6.5.2 To establish and maintain appropriate charitable or humanitarian institutions;
  - 6.5.3 To make, acquire and use to an adequate extent the necessary articles and materials related to the rites or customs of a religion or belief;
  - 6.5.4 To write, issue and disseminate relevant publications in these areas;
  - 6.5.5 To teach religion or belief in places suitable for these purposes;
  - 6.5.6 To solicit and receive voluntary financial and other contributions from individuals and institutions;
  - 6.5.7 To train, appoint, elect or designate by succession appropriate leaders called for by the requirements and standards of any religion or belief;
  - 6.5.8 To observe days of rest and to celebrate holidays and ceremonies in accordance with the precepts of one's religious beliefs;
  - 6.5.9 To establish and maintain communications with individuals and communities in matters of religion and belief and at the national and international levels;
  - 6.5.10 For avoidance of doubt, no one shall be subject to discrimination by the National Government, state, institutions, group of persons or person on grounds of religion or other beliefs.
- 6.6 The Principles enumerated in Section 6.1 through 6.5 shall be reflected in the Constitution.



## PART C: STRUCTURES OF GOVERNMENT

To give effect to the agreements set out in Part A, the Parties, within a framework of a unified Sudan which recognizes the right to self-determination for the people of Southern Sudan, hereby agree that with respect to the division of powers and the structures and functions of the different organs of government, the political framework of governance in the Sudan shall be structured as follows:

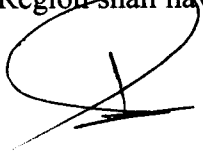
### 3.1 Supreme Law

- 3.1.1 The National Constitution of the Sudan shall be the Supreme Law of the land. All laws must comply with the National Constitution. This Constitution shall regulate the relations and allocate the powers and functions between the different levels of government as well as prescribe the wealth sharing arrangements between the same. The National Constitution shall guarantee freedom of belief, worship and religious practice in full to all Sudanese citizens.
- 3.1.2 A representative National Constitutional Review Commission (NCRC) shall be established during the Pre-Transition Period which shall have as its first task the drafting of a Legal and Constitutional Framework to govern the Interim Period and which incorporates the Peace Agreement.
- 3.1.3 The Framework mentioned above shall be adopted as shall be agreed upon by the Parties.
- 3.1.4 During the Interim Period an inclusive Constitutional Review Process shall be undertaken.
- 3.1.5 The Constitution shall not be amended or repealed except by way of special procedures and qualified majorities in order that the provisions of the Peace Agreement are protected.

### 3.2 National Government

- 3.2.1 There shall be a National Government which shall exercise such functions and pass such laws as must necessarily be exercised by a sovereign state at national level. The National Government in all its laws shall take into account the religious and cultural diversity of the Sudanese people.
- 3.2.2 Nationally enacted legislation having effect only in respect of the states outside Southern Sudan shall have as its source of legislation Sharia and the consensus of the people.
- 3.2.3 Nationally enacted legislation applicable to the Southern States and/or the Southern Region shall have as its source of legislation popular consensus,

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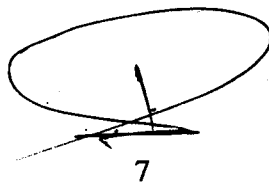


the values and the customs of the people of Sudan (including their traditions and religious beliefs, having regard to Sudan's diversity).

3.2.4 Where national legislation is currently in operation or is enacted and its source is religious or customary law, then a state or region, the majority of whose residents do not practice such religion or customs may:

- (i) Either introduce legislation so as to allow or provide for institutions or practices in that region consistent with their religion or customs, or
- (ii) Refer the law to the Council of States for it to approve by two-thirds ( $\frac{2}{3}$ ) majority or initiate national legislation which will provide for such necessary alternative institutions as is appropriate.

*J.P.*

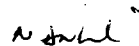


*a. Subh*



## THE RIGHT TO SELF-DETERMINATION FOR THE PEOPLE OF SOUTH SUDAN

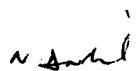
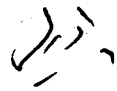
- 1.3 That the people of South Sudan have the right to self-determination, *inter alia*, through a referendum to determine their future status.
- 2.4 An independent Assessment and Evaluation Commission shall be established during the Pre-Transition Period to monitor the implementation of the Peace Agreement during the Interim Period. This Commission shall conduct a mid-term evaluation of the unity arrangements established under the Peace Agreement.
- 2.4.1 The composition of the Assessment and Evaluation Commission shall consist of equal representation from the GOS and the SPLM/A, and not more than two (2) representatives, respectively, from each of the following categories:
- 2.4.1.1 Member states of the IGAD Sub-Committee on Sudan (Djibouti, Eritrea, Ethiopia, Kenya and Uganda);
- 2.4.1.2 Observer States (Italy, Norway, UK and US); and
- 2.4.1.3 Any other countries or regional or international bodies to be agreed upon by the Parties.
- 2.4.2 The Parties shall work with the Commission during the Interim Period with a view to improving the institutions and arrangements created under the Agreement and making the unity of Sudan attractive to the people of South Sudan.
- 2.5 At the end of the six (6) year Interim Period there shall be an internationally monitored referendum, organized jointly by the GOS and the SPLM/A, for the people of South Sudan to: confirm the unity of the Sudan by voting to adopt the system of government established under the Peace Agreement; or to vote for secession.
- 2.6 The Parties shall refrain from any form of unilateral revocation or abrogation of the Peace Agreement.



## **CHAPTER II**

### **POWER SHARING**

*SIGNED AT NAIVASHA, KENYA ON 26<sup>TH</sup> MAY, 2004*





## **PREAMBLE**

**CONSCIOUS** of the need for an expeditious termination of Sudan's protracted and costly war;

**MINDFUL AND AWARE** of the yearning of all the Sudanese for a quick, just and sustainable peace;

**ENCOURAGED** by the progress made thus far in our pursuit for realizing Comprehensive Peace Agreement in the Sudan;

**DETERMINED** to crown the valuable achievement of this Peace Process by arriving at an equitable and fair formula for sharing power in the Sudan;

**RESOLVED** to usher in an era of responsible, just, transparent, people-led and integrity based governance;

**CONVINCED** that decentralization and empowerment of all levels of government are cardinal principles of effective and fair administration of the country;

**COGNIZANT** of the fact that the smooth and successful implementation of This Agreement shall, to a large measure, hinge on rallying the majority of the Sudanese people behind it; and

**CONVINCED** that the successful implementation of this Agreement shall provide a model for good governance in Sudan that shall help to create a solid basis to make unity of the country attractive and preserve peace;

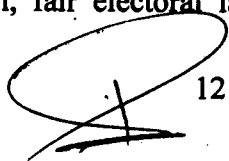
**NOW THEREFORE**, the Government of the Sudan (GOS) and the Sudan People's Liberation Movement (SPLM) hereby agree as follows:-

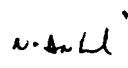
# PART I

## 1. General Principles

- 1.1 In accordance with the Machakos Protocol agreed to at Machakos, Kenya, on 20<sup>th</sup> July, 2002, the following Protocol on Power Sharing forms an integral part of the overall Peace Agreement.
- 1.2 The Parties reaffirm their acceptance of the Agreed Principles (of Governance) as stipulated in the Machakos Protocol of 20<sup>th</sup> July, 2002. The modalities of implementation of these principles are the object of the present Protocol on Power Sharing.
- 1.3 In accordance with the Machakos Protocol, the structures of governments in the Sudan shall be as follows during the Interim Period:-
  - 1.3.1 The National level of Government which shall exercise authority so as to protect and promote the national sovereignty of Sudan and the welfare of its people;
  - 1.3.2 The Southern Sudan level of Government which shall exercise authority in respect of the people and States in the South;
  - 1.3.3 The States throughout Sudan which shall exercise authority at the state level and render public services through the level of government close to the people; and
  - 1.3.4 The level of local government throughout the Sudan.
- 1.4 The Parties agree that the following principles shall guide the distribution of powers and the establishment of structures:
  - 1.4.1 Recognition of both the sovereignty of the nation as vested in its people as well as the need for autonomy of the Government of Southern Sudan and States throughout the Sudan;
  - 1.4.2 Affirmation of the need for both national as well as state and Southern Sudan norms and standards so as to reflect the unity of the country and the diversity of the Sudanese people;
  - 1.4.3 Acknowledgement of the need to promote the welfare of the people and protect their human rights and fundamental freedoms;
  - 1.4.4 Recognition of the need for the involvement and participation of the people of South Sudan at all levels of government and National institutions as an expression of the national unity of the country;
  - 1.4.5 Pursuit of good governance, accountability, transparency, democracy, and the rule of law at all levels of government to achieve lasting peace;
  - 1.4.6 Recognizing the need to legitimize the arrangements agreed to herein, fair electoral laws shall be adopted, including the free



  
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establishment of political parties. Elections at all levels of government shall be held by universal adult suffrage.

### **1.5 Principles of Administration and Inter-Governmental Linkages:**

**1.5.1 In the administration of the Government of National Unity, the following provisions shall be respected:-**

**1.5.1.1** There shall be a decentralized system of government with significant devolution of powers, having regard to the National, Southern Sudan, State, and Local levels of government;

**1.5.1.2** The Interim National Constitution, being the legal and constitutional framework text adopted as contemplated in paragraph 2.12.6 herein, shall be the Supreme Law of the land and the Southern Sudan Constitution, state constitutions, and the laws of all levels of government must comply with it;

**1.5.1.3** The linkage between the National Government and the states in the Southern Sudan shall be through the Government of Southern Sudan, subject to paragraph 1.5.1.4 below, and as provided for in the Interim National Constitution and the Southern Sudan Constitution;

**1.5.1.4** In their relationships with each other or with other government organs, all levels of government and particularly National, Southern Sudan, and State Governments shall:

(a) Respect each others' autonomy;

(b) Collaborate rather than compete, in the task of governing and assist each other in fulfilling each others' constitutional obligations;

(c) Perform their functions and exercise their powers so as:

(i) Not to encroach on another level's powers or functions;

(ii) Not to assume another level's powers or functions conferred upon it by the Constitution;

(iii) To promote co-operation between them;

(iv) To promote open communication between government and levels of government;

(v) To strive to render assistance and support to other levels of government;

(vi) To advance the good co-ordination of governmental functions;

(vii) To adhere to procedures of inter-governmental interaction as agreed upon;

- (viii) To promote amicable settlement of disputes before attempting litigation;
- (ix) To respect the status and institutions of other levels of government.

(d) Allow the harmonious and collaborative interaction of the different levels of government within the context of national unity and for the achievement of a better quality of life for all.

## 1.6 **Human Rights and Fundamental Freedoms:**

1.6.1 The Republic of the Sudan, including all levels of Government throughout the country, shall comply fully with its obligations under the international human rights treaties to which it is or becomes a party. These include the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, the International Convention on the Elimination of All Forms of Racial Discrimination, the Convention on the Rights of the Child, the Slavery Convention of 1926, as amended, and the related Supplementary Convention, the International Convention on the Suppression and Punishment of the Crime of Apartheid, the International Convention Against Apartheid in Sports, the Convention Relating to the Status of Refugees and the Related Protocol, and the African Charter on Human and People's Rights. The Republic of the Sudan should endeavor to ratify other human rights treaties which it has signed.

1.6.2. The rights and freedoms to be enjoyed under Sudanese law, in accordance with the provisions of the treaties referred to above, include in particular the following:-

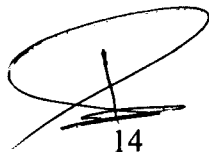
### 1.6.2.1 **Life**

Every human being has the inherent right to life. This right shall be protected by law. No one shall be arbitrarily deprived of his/her life;

### 1.6.2.2 **Personal Liberty**

Everyone has the right to liberty and security of person. No one shall be subjected to arbitrary arrest or detention. No one shall be deprived of his/her liberty except on such grounds and in accordance with such procedures as are established by law;

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### 1.6.2.3 **Slavery**

No one shall be held in slavery; slavery and the slave trade in all their forms shall be prohibited. No one shall be held in servitude or be required to perform forced or compulsory labour;

### 1.6.2.4 **Torture**

No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment;

### 1.6.2.5 **Fair Trial**

- (a) Anyone who is arrested shall be informed, at the time of arrest, of the reasons for his/her arrest and shall be promptly informed of any charges against him/her;
- (b) In the determination of any criminal charges against him/her, or of his/her rights and obligations in a suit at law, everyone shall be entitled to a fair and public hearing by a competent, independent and impartial tribunal established by law;
- (c) Everyone charged with a criminal offence shall have the right to be presumed innocent until proved guilty according to law;
- (d) No one shall be held guilty of any criminal offence on account of any act or omission which did not constitute a criminal offence under national or international law at the time when it was committed;
- (e) In the determination of any criminal charge against him/her, everyone shall be entitled, in full equality, to be tried without undue delay, to be tried in his/her presence and to defend himself/herself in person or through legal assistance of his/her own choosing and to have legal assistance assigned to him/her in any case where the interests of justice so require.

### 1.6.2.6 **Privacy**

No one shall be subjected to arbitrary or unlawful interference with his/her privacy, family, home or correspondence;

### 1.6.2.7 **Freedom of Thought, Conscience and Religion**

Everyone shall have the right to freedom of thought, conscience and religion;



#### 1.6.2.8 Freedom of Expression

Everyone shall have the right to freedom of expression;

#### 1.6.2.9 Freedom of Assembly and Association

The right of peaceful assembly shall be recognized. Everyone shall have the right to freedom of association with others, including the right to form and join trade unions for the protection of his/her interests;

#### 1.6.2.10 Family and Marriage

- (a) The family is the natural and fundamental group unit of society and is entitled to protection by society and the State;
- (b) The right of men and women of marriageable age to marry and to found a family shall be recognized, according to their respective family laws.

#### 1.6.2.11 Right to Vote

Every citizen shall have the right and the opportunity, without distinctions and unreasonable restrictions, to vote and to be elected at genuine periodic elections, which shall be by universal and equal suffrage and shall be held by secret ballot, guaranteeing the free expression of the will of the electors;

#### 1.6.2.12 Equality Before the Law

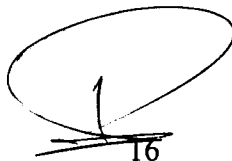
All persons are equal before the law and are entitled without any discrimination to the equal protection of the law;

#### 1.6.2.13 Freedom from Discrimination

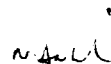
The law shall prohibit any discrimination and guarantee to all persons equal and effective protection against discrimination on any ground such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status;

#### 1.6.2.14 Freedom of Movement

Everyone has the right to liberty of movement and freedom to choose his/her residence;



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#### 1.6.2.15 The Rights of Children

Every child shall have, without any discrimination as to race, colour, sex, language, religion, national or social origin, property or birth, the right to such measures of protection as are required by his/her status as a minor.;

#### 1.6.2.16 Equal Rights of Men and Women

- (a) The equal right of men and women to the enjoyment of all civil and political rights set forth in the International Covenant on Civil and Political Rights and all economic, social, and cultural rights set forth in the International Covenant on Economic, Social and Cultural Rights shall be ensured;
- (b) The human rights and fundamental freedoms embodied in the International Covenant on Civil and Political Rights (ICCPR) shall also be reflected in the Interim National Constitution. No derogation from these rights and freedoms shall be made under the Constitution or under the ICCPR except in accordance with the provisions thereof and only with the approval of the Presidency and the National Legislature, as required by Section 2.3.14 herein;
- (c) These human rights and fundamental freedoms shall be monitored by the Human Rights Commission specified in paragraph 2.10.1.2 herein.

#### 1.7 Reconciliation:

The Parties agree to initiate a comprehensive process of national reconciliation and healing throughout the country as part of the peace building process. Its mechanisms and forms shall be worked out by the Government of National Unity.

#### 1.8 Population Census, Elections and Representation:


- 1.8.1 Population census throughout the Sudan shall be conducted and completed by the end of the second year of the Interim Period;
- 1.8.2 The preparation, planning and organization for the census shall commence as soon as the Peace Agreement is signed;
- 1.8.3 General Elections at all levels of government shall be completed by the end of the third year of the Interim Period;
- 1.8.4 Six months before the end of the periods referred to in Sub-Paragraphs 1.8.1 and 1.8.3 the Parties shall meet and review the feasibility of the dates set out in the above-mentioned sub-Paragraphs.

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- 1.8.5 Certain considerations, while not conditional upon their completion, should be taken into account with respect to the timing of the elections (including, *inter alia*, resettlement, rehabilitation, reconstruction, repatriation, building of structures and institutions, and consolidation of the Peace Agreement);
- 1.8.6 Whoever runs in any election must respect, abide by, and enforce the Peace Agreement;
- 1.8.7 International observers shall participate in the observation of elections;
- 1.8.8 Representation of the north and the south at the National level shall be based on population ratio;
- 1.8.9 The percentages agreed herein are temporary and shall either be confirmed or adjusted on the basis of the census results.

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## PART II

### 2. Institutions at the National Level

- 2.1 During the Interim Period, the Institutions at the National level shall consist of:-
- 2.1.1 The Legislature;
  - 2.1.2 The Executive;
  - 2.1.3 The Judiciary; and
  - 2.1.4 The Institutions and Commissions specified in this Agreement and the Interim National Constitution.
- 2.2. The National Legislature:
- 2.2.1 There shall be a bicameral National Legislature comprised of:-
    - 2.2.1.1 A National Assembly; and
    - 2.2.1.2 A Council of States.
  - 2.2.2. In the establishment of the National Legislature, the following principles shall apply:-
    - 2.2.2.1. There shall be equitable representation of the people of South Sudan in both legislative chambers; and
    - 2.2.2.2. Relevant considerations shall be taken into account in determining what constitutes equitable representation.
  - 2.2.3 The National Legislature shall be structured and operate as follows:-
    - 2.2.3.1 The National Assembly shall be elected in accordance with the procedures set forth by an impartial and representative Electoral Commission and in accordance with fair electoral laws;
    - 2.2.3.2 There shall be a Council of States comprised of two representatives from each state;
    - 2.2.3.3 Free and fair elections for the National Assembly shall be conducted in accordance with the Interim National Constitution governing the Interim Period. The date shall be determined by the Parties signatory to this Agreement, after consulting with the Electoral Commission.
  - 2.2.4 Pending the elections referred to above, the National Assembly shall consist of such members representing the Parties to the Agreement, and other forces in the North and South so as to promote inclusiveness and stability, in such proportions to be determined by the parties prior to the conclusion of the Peace Agreement.

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2.2.5 Prior to the Parliamentary elections, the seats of the National Assembly shall be allocated as follows:

- (a) The National Congress Party (NCP) shall be represented by Fifty-Two Percent (52%);
- (b) Sudan People's Liberation Movement (SPLM) shall be represented by Twenty- Eight Percent (28%);
- (c) Other Northern political forces shall be represented by Fourteen Percent (14%);
- (d) Other Southern political forces shall be represented by Six Percent (6%);

2.2.6 Both Chambers of the National Legislature shall approve the allocation of resources and revenues, in accordance with the agreement of Wealth Sharing. The National Assembly shall approve the annual National budget.

2.2.7 Amendments to the National Constitution shall require:-

2.2.7.1 The approval of three-quarters (75%) of all the members of each chamber, both chambers sitting separately, and only after introduction of the draft amendment at least two (2) months prior to debate;

2.2.7.2 Amendments to the Interim National Constitution affecting the provisions of the Peace Agreement may be introduced only with the approval of both Parties signatory to this Agreement;

2.2.7.3 A sixty-six and two-thirds percent (66.6%) majority in the Council of States is required to pass legislation that affects the interests of the states and a simple majority vote of both chambers is required to pass all other legislation.

2.2.8 Any bill duly approved by the National Legislature shall be signed into law by the President within thirty (30) days, failing which it shall be deemed to have been so signed. Where the President withholds his/her signature, he/she must present reasons for his/her refusal to so sign when re-introducing the bill to the National Legislature within the 30-day period stated herein. The Bill shall become law if the National Legislature again passes the bill by a two-thirds ( $\frac{2}{3}$ ) majority of all the members of the respective house or houses and the assent of the President shall not be required.

2.2.9. The exclusive legislative powers of the National Legislature shall be in respect of the matters set forth in Schedule A, annexed hereto.

2.2.10 The concurrent legislative powers of the National Legislature shall be those matters as set forth in Schedule D, read together with Schedule F, annexed hereto.

2.2.11 The residual legislative powers shall be exercised in accordance with Schedule E annexed hereto.

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- 2.2.12 Both chambers of the National Legislature shall elect their respective Speakers, Deputy Speakers and other officers at their first sitting. The two Parties shall be adequately represented in these offices.
- 2.2.13 Both Chambers of the National Legislature shall respectively determine their own rules, procedures, committees, and other matters of a similar nature.
- 2.3. **The National Executive**
- 2.3.1 The National Executive shall consist of the Presidency and a Council of Ministers.
- 2.3.2 There shall be established the Institution of the Presidency consisting of the President and two Vice Presidents.
- 2.3.3 The functions of the two Vice Presidents shall be clearly defined by the parties to this Agreement.
- 2.3.4 There shall be a partnership and collegial decision-making process within the Institution of the Presidency in order to safeguard the Peace Agreement.
- 2.3.5 Until such time as elections are held, the current incumbent President (or his successor) shall be the President and Commander-in-Chief of the Sudan Armed Forces (SAF). The current SPLM Chairman (or his successor) shall be the First Vice President and shall at the same time hold the posts of President of the Government of Southern Sudan (GOSS) and Commander-in-Chief of the Sudan People's Liberation Army (SPLA).
- 2.3.6 In respect of the following matters, the President shall take decisions with the consent of the First Vice President, namely:-
- 2.3.6.1 Declaration and termination of a state of emergency;
  - 2.3.6.2 Declaration of war;
  - 2.3.6.3 Appointments that the President is required to make according to the Peace Agreement, (to be specified); and
  - 2.3.6.4 Summoning, adjourning, or proroguing the National Legislature.
- 2.3.7 The President shall be elected in national elections, the timing of which shall be subject to the agreement of the two parties. The President elect shall appoint two Vice Presidents, one from the South and the other from the North. If the President-elect is from the North, the position of the First Vice President shall be filled by the person who has been elected to the post of President of the Government of Southern Sudan, as the President's appointee to the said position. In the event that a person from the South wins the Presidential elections, the President-elect shall appoint the First Vice President from the North. All the other provisions in this Agreement relating to the presidency shall continue to apply.

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- 2.3.8 Should the post of the President fall vacant, the functions of the President shall be assumed by a Presidential Council comprising of the Speaker of the National Assembly, the First Vice President and the Vice President.
- 2.3.8.1 The Speaker of the National Assembly shall be Chairperson of the Council in the period prior to elections, after elections the First Vice President shall be the chairperson of the Council;
- 2.3.8.2 The Presidential Council shall take its decision by consensus;
- 2.3.8.3 The Vice President shall be Commander-in-Chief of the Sudan Armed Forces (SAF).
- 2.3.9 Should the post of the President fall vacant in the period prior to elections, the Office of the President shall be filled by the nominee of the National Congress Party within two weeks.
- 2.3.10 Should the post of the President fall vacant in the period after the elections, the post shall be filled through presidential elections which shall be held within sixty (60) days.
- 2.3.11 Should the post of the First Vice President fall vacant:-
- 2.3.11.1 Prior to elections, the office of the First Vice President shall be filled by the nominee of the SPLM within two(2) weeks;
- 2.3.11.2 After the elections, the President shall appoint a First Vice President in accordance with the Interim National Constitution and the provisions of this Peace Agreement.
- 2.3.12 The President shall, within Thirty (30) days of the entry into force of the Peace Agreement, and in consultation with the First Vice President, establish a Council of Ministers, having due regard to the need for inclusiveness and diversity in the establishment of a Government of National Unity. The Cabinet Ministers shall be accountable to the President and the National Assembly in the performance of their functions and may be removed by a resolution supported by two-thirds ( $\frac{2}{3}$ ) of all the members of the National Assembly.
- 2.3.13 The President, the First Vice President and the Vice President shall be members of the Council of Ministers.
- 2.3.14 The National Legislature shall be required to approve declarations of war or state of emergency, but in either event, there shall be no derogation from the provisions of the Peace Agreement, except as may be provided herein.
- 2.3.15 Any Executive Orders or other legal acts by the President of the Republic shall be discussed with, and adopted by the Council of Ministers.

## 2.4 National Capital

- 2.4.1 Khartoum shall be the Capital of the Republic of the Sudan. The National Capital shall be a symbol of national unity that reflects the diversity of Sudan.
- 2.4.2 The Administration of the National Capital shall be representative; and during the Interim Period the two Parties shall be adequately represented in the administration of the National Capital.
- 2.4.3 Human rights and fundamental freedoms as specified in the Machakos Protocol, and in the Agreement herein, including respect for all religions, beliefs and customs, shall be guaranteed and enforced in the National Capital, as well as throughout the whole of Sudan, and shall be enshrined in the Interim National Constitution.
- 2.4.4 Law enforcement agencies of the Capital shall be representative of the population of Sudan and shall be adequately trained and made sensitive to the cultural, religious and social diversity of all Sudanese.
- 2.4.5 Without prejudice to the competency of any National Institution to promulgate laws, judges and law enforcement agents shall, in dispensing justice and enforcing current laws in the National Capital be guided by the following:-
- 2.4.5.1 Tolerance shall be the basis of coexistence between the Sudanese people of different cultures, religions and traditions;
- 2.4.5.2 Behavior based on cultural practices and traditions which does not disturb public order, is not disdainful of other traditions, and not in flagrant disregard of the law or disturbing public order shall be deemed in the eyes of the law as an exercise of personal freedoms;
- 2.4.5.3 Personal privacy is inviolable and evidence obtained in violation of such privacy shall not be admissible in the court of law;
- 2.4.5.4 The judicial discretion of courts to impose penalties on non-Muslims shall observe the long-established legal {Sharia} principle that non-Muslims are not subject to prescribed penalties, and therefore remitted penalties shall apply;
- 2.4.5.5 Leniency and granting the accused the benefit of doubt are legal principles of universal application, especially in the circumstances of a poor society like the Sudan, which is just emerging from war, characterized by prevalent poverty and subject to massive displacement of people.
- 2.4.6 A special commission shall be appointed by the Presidency to ensure that the rights of non-Muslims are protected in accordance with the aforementioned guidelines and not adversely affected by the application of Sharia Law in the Capital. The said commission shall make its observations and recommendations to the Presidency.



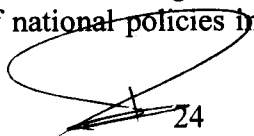
2.4.7 Additionally, a system of mechanisms of guarantees shall be established to operationalize the above points, which includes:-

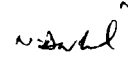
- 2.4.7.1 Judicial circulars to guide the courts as to how to observe the foregoing principles;
- 2.4.7.2 Establishment of specialized courts; and
- 2.4.7.3 Establishment of specialized Attorney General circuits to conduct investigations and pre-trial proceedings related to offences involving these principles.

## 2.5. The Government of National Unity

- 2.5.1 During the Interim Period, there shall be a Government of National Unity reflecting the need for inclusiveness, the promotion of national unity, and the defense of national sovereignty, and the respect and implementation of Peace Agreement.
- 2.5.2 The Presidency and Council of Ministers shall exercise the Executive powers and competencies in respect of the matters in Schedules A and D, read together with Schedules E and F, and as conferred upon it by this Agreement and the Interim National Constitution.
- 2.5.3 Cabinet posts and portfolios in all clusters, including the National Sovereignty Ministries, shall be shared equitably and qualitatively by the two Parties. The Parties agree to cluster the National ministries under the implementation modalities.
- 2.5.4 Representation of the SPLM and other political forces from the South in each of the clusters shall be determined by the Parties Signatory to Agreement prior to the conclusion of the Peace Agreement.
- 2.5.5 Prior to elections, the seats of the National Executive shall be allocated as follows:-
  - (a) The National Congress Party shall be represented by Fifty-Two Percent (52%);
  - (b) Sudan People's Liberation Movement (SPLM) shall be represented by Twenty-Eight Percent (28%);
  - (c) Other Northern political forces shall be represented by Fourteen Percent (14%);
  - (d) Other Southern political forces shall be represented by Six Percent (6%);
- 2.5.6 The Government of National Unity shall be responsible for the administration and functioning of the State and the formulation and implementation of national policies in accordance with the Interim National Constitution.

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- 2.5.6 The Government of National Unity shall be responsible for establishing recruitment systems and admission policies to national universities, national institutes, and other institutions of higher education based on fair competition, giving equal opportunity to all citizens.
- 2.5.8 The Government of National Unity shall make decisions related to the ongoing or future activities of the organizations of the United Nations, bilateral, national, or international governmental and non-governmental organizations (NGOs), with a view toward ensuring equitable and transparent distribution of projects, activities, and employment of personnel in the whole of Sudan and especially the reconstruction of the war affected areas. There is to be an equivalent obligation on all levels of Government.
- 2.5.9. The Government of National Unity shall implement an information campaign throughout Sudan in all national languages in Sudan to popularize the Peace Agreement, and to foster national unity, reconciliation and mutual understanding.

## 2.6 Civil Service:-

- 2.6.1 The Government of National Unity shall also ensure that the National Civil Service, notably at the senior and middle-levels, is representative of the people of Sudan. In so doing, the following principles shall be recognized:-
- 2.6.1.1 Imbalances and disadvantages which exist must be redressed;
  - 2.6.1.2 Merit is important and training is necessary;
  - 2.6.1.3 There must be fair competition for jobs in the National Civil Service;
  - 2.6.1.4 No level of government shall discriminate against any qualified Sudanese citizen on the basis of religion, ethnicity, region, gender, or political beliefs;
  - 2.6.1.5 The National Civil Service will fairly represent all the people of the Sudan and will utilize affirmative action and job training to achieve equitable targets for representation within an agreed time frame;
  - 2.6.1.6 Additional educational opportunities shall be created for war- affected people.
- 2.6.2 In order to create a sense of national belonging and address imbalances in the National Civil Service, a National Civil Service Commission shall be established with the task of:-
- 2.6.2.1 Formulating policies for training and recruitment into the civil service, targeting between Twenty–Thirty Percent (20% - 30%) of the positions, confirmed upon the outcome of the census referred to herein, for people of South Sudan who qualify;
  - 2.6.2.2 Ensuring that not less than Twenty Percent (20%) of the middle and upper level positions in the National Civil Service (including the

positions of Under Secretaries) are filled with qualified persons from the South within the first three years and achieving Twenty-Five Percent (25%) in five (5) years and the final target figure referred to in sub-paragraph 2.6.2.1 above, within six (6) years; and

- 2.6.2.3 Reviewing, after the first three (3) years of the beginning of the Interim Period the progress made as a result of the policies and setting new goals and targets as necessary, taking into account the census results.

## 2.7 National Security

### 2.7.1 The National Security Council

- 2.7.1.1 There shall be at the National level a National Security Council, the composition and functions of which shall be determined by the law;
- 2.7.1.2 The National Security Council shall define the new national security strategy based on the analysis of the new security threats.

### 2.7.2 National Security Service

- 2.7.2.1 There shall be one National Security Service. The details of its establishment shall be worked out under the implementation modalities;
- 2.7.2.2 The National Security Service shall be representative of the population and reflect the partnership of the negotiating Parties;
- 2.7.2.3 The South shall be equitably represented in the National Security Service;
- 2.7.2.4 The National Security Service shall be professional and its mandate shall be advisory and focused on information gathering and analysis;
- 2.7.2.5 There shall be established security committees at the Government of Southern Sudan and State levels, their composition and functions shall be determined by the law;
- 2.7.2.6 The National Security Service shall be anchored in the Presidency;
- 2.7.2.7 There shall be a National Security Act that shall reflect the mandate of the National Security Service and the provisions of this Agreement relating to the National Security;
- 2.7.2.8 That all the assets of the respective security organs of the two Parties shall accrue to the National Security Service.

## 2.8 Language

- 2.8.1 All the indigenous languages are national languages which shall be respected, developed and promoted.
- 2.8.2 Arabic language is the widely spoken national language in the Sudan.

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- 2.8.3 Arabic, as a major language at the national level, and English shall be the official working languages of the National Government business and languages of instruction for higher education.
- 2.8.4 In addition to Arabic and English, the legislature of any sub-national level of government may adopt any other national language(s) as additional official working language(s) at its level.
- 2.8.5 The use of either language at any level of government or education shall not be discriminated against.

## 2.9 Foreign Policy

- 2.9.1 During the Interim Period, as a matter of principle Sudan's Foreign Policy shall serve first and foremost Sudan's national interests to achieve the following objectives:-
- 2.9.1.1 Promotion of international cooperation, especially within the UN and other International and Regional Organizations for the consolidation of universal peace, respect of international law and treaty obligations and the promotion of a just world economic order;
  - 2.9.1.2 To achieve the latter, enhancement of South-South and international cooperation;
  - 2.9.1.3 Striving to achieve African and Arab integration, each within the ongoing regional plans and forums as well as promoting African and Arab Unity and Afro-Arab cooperation;
  - 2.9.1.4 Non-interference in the affairs of other states and promotion of good-neighborliness and mutual cooperation among all Sudan's neighbors;
  - 2.9.1.5 Combating international and transnational organized crimes and terrorism.

## 2.10 Other Independent and/or National Institutions to be Established in Accordance with the Peace Agreement:

- 2.10.1 The National Constitutional Review Commission, as detailed in Section 2.12 herein, shall also detail the mandate and provide for the appointment and other mechanisms to ensure the independence of the following institutions:-
- 2.10.1.1 An impartial and representative National Electoral Commission;
  - 2.10.1.2 A Human Rights Commission;
  - 2.10.1.3 A National Judicial Service Commission;
  - 2.10.1.4 A National Civil Service Commission;
  - 2.10.1.5 An ad-hoc Commission to monitor and ensure accuracy, legitimacy, and transparency of the Referendum as mentioned in the Machakos Protocol on Self-Determination for the People of South Sudan, which shall also include international experts;
  - 2.10.1.6 A Fiscal and Financial Allocation and Monitoring Commission;

2.10.1.7 Any other independent commission/institution set forth in the Peace Agreement or as agreed upon by the Parties.

## 2.11 The National Judiciary

2.11.1 The powers of the Judiciary shall be exercised by Courts and other tribunals. The Judiciary shall be independent of the Legislature and the Executive. Its independence shall be guaranteed in the Interim National Constitution.

2.11.2. There shall be established at the National Level:-

- 2.11.2.1. A Constitutional Court;
- 2.11.2.2. A National Supreme Court;
- 2.11.2.3. National Courts of Appeal; and
- 2.11.2.4. Any other National Courts or tribunals as deemed necessary to be established by law.

### 2.11.3. The Constitutional Court

2.11.3.1 There shall be established a Constitutional Court in accordance with the provisions of this Peace Agreement and the Interim National Constitution.

2. 11.3.2. The Constitutional Court shall:-

- (i) Be independent from the Judiciary and any other courts in the country. It shall be headed by the President of the Constitutional Court, duly appointed by the President with the consent of the First Vice President, and shall be answerable to the Presidency;
- (ii) Uphold the Interim National, Southern Sudan, and State Constitutions and its composition shall be representative;
- (iii) Have original jurisdiction to decide disputes that arise under the National Interim Constitution and the constitutions of Northern States at the instance of individuals, juridical entities or of government;
- (iv) Adjudicate on the constitutionality of laws and set aside or strike down laws or provisions of laws that do not comply with the National, Southern Sudan, or the relevant State constitutions;
- (v) Have appellate jurisdiction on appeals against the decisions of Southern Sudan Supreme Court on the Constitution of Southern Sudan and the constitutions of Southern Sudan states;
- (vi) Adjudicate on constitutional disputes between organs and levels of government, with respect to areas of exclusive or concurrent competencies;
- (vii) Protect human rights and fundamental freedoms;
- (viii) Have criminal jurisdiction over the President, the two (2) Vice Presidents of the Republic, the two (2) Speakers of the National

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Legislature, and the Justices of the National and Southern Sudan Supreme Courts.

2. 11.3.3. Decisions of the Constitutional Court shall be final and binding.

## 2. 11.4. The National Supreme Court

2. 11.4.1 The National Supreme Court shall:-

- (i) Be a court of review and cassation in respect of any criminal or civil matter arising out of or under national laws;
- (ii) Have criminal jurisdiction over the Justices of the Constitutional Court;
- (iii) Review death sentences imposed by any Court in respect to matters arising out of or under National Laws; and
- (iv) Have such other jurisdiction as determined by the Interim National Constitution, the Peace Agreement, and law.

2. 11.4.2. The National Supreme Court may establish panels for the purposes of considering and deciding appeals on matters requiring special expertise including commercial, personal, or labour matters.

2. 11.4.3. The Justices of the Constitutional and National Supreme Courts and all the judges of other National Courts shall perform their functions without political interference; they shall be independent, and shall administer justice without fear or favour. The Interim National Constitution and the law shall protect their independence.

2. 11.4.4. Judges other than the Justices referred to in Section 2.11.4.6 herein shall be appointed by the Presidency on the recommendation of the National Judicial Service Commission.

2. 11.4.5. The National Judicial Service Commission shall be chaired by the Chief Justice. Amongst others, representatives of academia, judges, members of the legal profession, members of the National Legislature, and the Minister of Justice shall sit on this Commission. The National Judicial Service Commission shall be as determined in the Interim National Constitution referred to in paragraph 2.12 herein and shall reflect the need for appropriate representation, inclusiveness, and diversity.

2. 11.4.6. (i) All Justices of the Constitutional Court shall be appointed by the Presidency on the recommendation of the National Judicial Service Commission, subject to approval by two-thirds ( $\frac{2}{3}$ ) majority of all the members of the Council of States, having regard to competence, credibility and the need for fair representation.

- (ii) All Justices of the National Supreme Court shall be appointed by the Presidency on the recommendation of the National Judicial Service Commission, having regard to competence and credibility.
  - (iii) Southern Sudan shall be adequately represented in the Constitutional Court, the National Supreme Court and other national courts that are situated in the National Capital, by qualified lawyers having regard to competence and credibility;
2. 11.4.7. The tenure of Judges shall not be affected by their judicial decisions. Judges may only be removed for gross misconduct, incompetence, incapacity, or otherwise in accordance with the law, and only on the recommendation of the National Judicial Service Commission.
- 2.12 Constitutional Review Process**
- 2.12.1 The Peace Agreement shall be signed by the leaders of the two Parties.
- 2.12.2 Upon signature, the Parties shall be bound by the Agreement and shall assume the obligations arising therefrom, more especially the obligations to implement the Agreement and to give legal and constitutional effect to the arrangements agreed therein.
- 2.12.3 Upon signature the Parties commit themselves to ensure that all the organs, committees and structures under their control, including their members, shall observe the terms of the Agreement.
- 2.12.4 After the Agreement has been signed:-
- 2.12.4.1 The text thereof shall be forwarded to the National Assembly and the SPLM National Liberation Council for approval as is;
  - 2.12.4.2 A representative National Constitutional Review Commission shall be established, as is more fully described below, which shall within six (6) weeks of receipt of the Agreement prepare a Legal and Constitutional Framework (“The Constitutional Text”);
  - 2.12.4.3 The National Constitutional Review Commission shall be comprised of the NCP, SPLM and representatives of such other political forces and civil society as agreed by the Parties. Such composition shall be reflected in the final Peace Agreement.
- 2.12.5 The National Constitutional Review Commission shall have as its first task the preparation of a Legal and Constitutional Framework text in the constitutionally appropriate form, based on the Peace Agreement and the current Sudan Constitution, for adoption by the National Assembly. The same text shall be presented to the SPLM National Liberation Council for

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adoption. In the event of a contradiction, the terms of the Peace Agreement shall prevail in so far as that contradiction exists.

- 2.12.6 Without prejudice to the provisions of 2.12.5 above, the National Constitutional Review Commission in the preparation of the Legal and Constitutional Framework Text, shall draw upon relevant experiences and documents as may be presented by the Parties.
- 2.12.7 Upon adoption by the National Assembly and the SPLM National Liberation Council, the Constitutional Text shall become the Interim National Constitution for the Sudan during the Interim Period.
- 2.12.8 Pending the adoption of the Constitutional Text, the Parties agree that the legal status quo in their respective areas shall remain in force.
- 2.12.9 The National Constitutional Review Commission shall also be required to prepare such other legal instruments as is required to give effect to the Peace Agreement. It shall provide in such draft statutes or in the Constitutional Text for the appointment and other mechanisms to ensure the independence of such National Institutions as are referred to in Section 2.10 herein.
- 2.12.10 Without prejudice to the provisions of the Peace Agreement, as a subsequent task and during the course of the six-year Interim Period, the National Constitutional Review Commission shall be responsible for organizing an inclusive Constitutional Review Process. The process must provide for political inclusiveness and public participation.
- 2.12.11 Without prejudice to the functions of the State Legislatures, the National Constitutional Review Commission shall prepare model Constitutions for the States, subject to compliance with the National Constitution, and, as relevant, the Constitution of Southern Sudan.
- 2.12.12 The National Ministry of Justice shall, with the assistance of concerned attorneys, declare the compatibility of the constitution of Southern Sudan with the Interim National Constitution, and also declare the compatibility of the constitutions of the States with the Interim National Constitution and, as appropriate, with the constitution of Southern Sudan. Upon such declaration, the same constitutions shall be signed by the head of the appropriate level of government.



## PART III

### 3. Government of Southern Sudan

- 3.1 In respect of the Southern Sudan, there shall be a Government of Southern Sudan (GOSS), as per the borders of 1/1/56, which shall consist of:-
- 3.1.1 The Legislature of Southern Sudan;
  - 3.1.2 The Executive of Southern Sudan;
  - 3.1.3 The Judiciary of Southern Sudan;
- 3.2 The Government of Southern Sudan shall function in accordance with a Southern Sudan Constitution, which shall be drafted by an inclusive Southern Sudan Constitutional Drafting Committee and adopted by the Transitional Assembly of Southern Sudan by a two-thirds ( $\frac{2}{3}$ ) majority of all members. It shall conform with the Interim National Constitution.
- 3.3 The powers of the Government of Southern Sudan shall be as set forth in Schedules B and D, read together with Schedules E and F, the Interim National Constitution, Southern Sudan Constitution, and the Peace Agreement.
- 3.4 A primary responsibility of the Government of Southern Sudan will be to act as an authority in respect of the States of Southern Sudan, to act as a link with the National Government and to ensure that the rights and interests of the people of Southern Sudan are safeguarded during the Interim Period.

### 3.5 Legislature of Southern Sudan

- 3.5.1 Pending the elections, the First Southern Sudan Assembly shall be an inclusive, constituent legislature comprised of:-
- 3.5.1.1 The SPLM shall be represented by Seventy Percent (70%);
  - 3.5.1.2 The NCP shall be represented by Fifteen Percent (15%);
  - 3.5.1.3 The other Southern political forces shall be represented by Fifteen Percent (15%).
- 3.5.2 The Southern Sudan Assembly shall, in accordance with the Constitution adopted by it, provide for the election of its Speaker and other office holders.
- 3.5.3 When enacting the Constitution of Southern Sudan, the Assembly of Southern Sudan shall be empowered to assign such powers as set forth in Schedules B and D, read together with Schedules E and F, to the Government of Southern Sudan.
- 3.5.4 The Southern Sudan Constitution shall make provision for the Assembly of Southern Sudan to be re-constituted through elections in accordance with the

provisions herein related to the timing of general elections. The Constitution of the Southern Sudan shall also make provision for the election of the President and appointment of the Vice President of the Government of Southern Sudan. Such elections shall be in accordance with the provisions set forth by the National Electoral Commission specified in sub-paragraph 2.10.1.1 herein.

- 3.5.5 The Assembly of Southern Sudan may amend the Constitution of the Southern Sudan by a two-thirds ( $\frac{2}{3}$ ) majority vote of all members.
- 3.5.6 Apart from applicable national legislation, legislative authority in Southern Sudan shall be vested in the Assembly of Southern Sudan. It shall establish its own offices, committees and rules of procedure. It shall elect a Speaker and Deputy Speaker and other officers at its first meeting.

### 3.6 The Southern Sudan Executive

- 3.6.1 An Executive Council of Ministers appointed by the President of the Government of Southern Sudan, in consultation with his/her Vice President and approved by the Assembly of Southern Sudan, shall be established in accordance with the Southern Sudan Constitution. The Executive Council of Ministers shall be accountable to the President of the Government of Southern Sudan and the Southern Sudan Assembly in the performance of their functions and may be removed by a motion supported by two-thirds ( $\frac{2}{3}$ ) of all the members of the Southern Sudan Assembly.
- 3.6.2 The Executive Authority of Southern Sudan shall establish such independent institutions as the Peace Agreement, the Interim National Constitution and the Southern Sudan Constitution contemplate. It shall be empowered to establish such further commissions and institutions compatible with its powers as it deems necessary to promote the welfare of its people, good governance and justice.
- 3.6.3 The Government of Southern Sudan shall be established with due regard to the need for inclusiveness.
- 3.6.4 Prior to elections, the Government of Southern Sudan shall be allocated as follows:-
- 3.6.4.1 The SPLM shall be represented by Seventy Percent (70%);
  - 3.6.4.2 The NCP shall be represented by Fifteen Percent (15%);
  - 3.6.4.3 The other Southern political forces shall be represented by Fifteen Percent (15%).
- 3.6.5 The Government of Southern Sudan shall discharge its obligations and exercise such rights and powers in regard to administration, security, financial, and development issues as is set forth in the Southern Sudan Constitution, the Interim National Constitution, the Peace Agreement and

any other agreement relating to the reconstruction and development of the Southern Sudan.

- 3.6.6 (a) Should the post of the President of GOSS fall vacant, and pending the nomination and swearing in of the new President, the functions of the President shall be assumed by the Vice President of GOSS;
- (b) Should the post of the President of GOSS fall vacant in the period prior to elections, the Office of the President of GOSS shall be filled by a nominee of the SPLM within two (2) weeks;
- (c) Should the post of the President fall vacant in the period after the elections, the post shall be filled through elections which shall be held within sixty (60) days.

### 3.7 The Judiciary of Southern Sudan

3.7.1 There shall be at the Southern Sudan Level:-

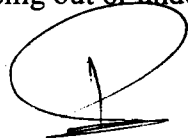
- 3.7.1.1 A Supreme Court of Southern Sudan;
- 3.7.1.2 Courts of Appeal; and
- 3.7.1.3 Any such other courts or tribunals as deemed necessary to be established in accordance with the Southern Sudan Constitution and the law.

3.7.2 The Constitution of Southern Sudan shall provide for a Supreme Court for Southern Sudan which shall be the highest court in the South and to which appeals may lie from Southern state courts or other Courts of Southern Sudan on matters brought under or relating to Southern state, Southern Sudan or National law, as may be determined by the Constitution of Southern Sudan.

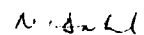
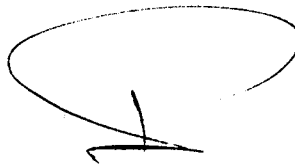
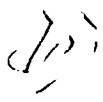
3.7.3 The Southern Sudan Supreme Court shall:-

- 3.7.3.1 Be the court of final judicial instance in respect of any litigation or prosecution under Southern State or Southern Sudan law, including statutory and customary law, save that any decisions arising under National Laws shall be subject to review and decision by the National Supreme Court;
- 3.7.3.2 Have original jurisdiction to decide on disputes that arise under the Constitution of Southern Sudan and the constitutions of Southern Sudan states at the instance of individuals, juridical entities or of government;
- 3.7.3.3 Adjudicate on the constitutionality of laws and set aside or strike down laws or provisions of laws that contradict the Constitution of Southern Sudan or the constitutions of Southern Sudan states;
- 3.7.3.4 Be a court of review and cassation in respect of any criminal or civil matter arising out or under Southern Sudan Laws;

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- 3.7.3.5 Have criminal jurisdiction over the President and Vice President of the Government of Southern Sudan and the Speaker of Southern Sudan Legislature;
  - 3.7.3.6 Review death sentences imposed by Southern Sudan courts in respect of matters arising out of or under Southern Sudan Laws;
  - 3.7.3.7 Have such other jurisdictions as determined by Southern Sudan Constitution, the Peace Agreement and the Law.
- 3.7.4 Judges of the Courts of Southern Sudan shall perform their functions without political interference, shall be independent, and shall administer the law without fear or favour. The provisions of the Southern Sudan Constitution and the Law shall protect their independence.
- 3.7.5 Without prejudice to Sub-paragraph 2.11.4.4, the Legislature of Southern Sudan shall provide for appointments, terms of service and dismissal of Southern Sudan appointed Judges.



## PART IV

### 4. Institutions at the State level

4.1 The Institutions at the State level shall consist of:-

- 4.1.1 The State Legislature;
- 4.1.2 The State Executive; and
- 4.1.3 The State Judiciary.

4.2 There shall be legislative, executive, and judicial institutions at state level which shall function in accordance with this Agreement, the Interim National Constitution and, in respect of the states of Southern Sudan, also with the Constitution of Southern Sudan.

4.3 Local Government is an important level of Government and its election, organization and proper functioning shall be the responsibility of the states, in accordance with the relevant state constitution.

#### 4.4 The State Legislature

4.4.1 There shall be a State Legislature comprised of members elected in accordance with the electoral provisions herein and as set forth by the National Electoral Commission referred to in sub-paragraph 2.10.1.1 herein.

4.4.2 Pending the elections referred to in sub-article 4.4.1 herein, the composition of the state legislatures shall be comprised as follows:-

4.4.2.1. The NCP is to hold Seventy Percent (70%) in the Northern states, and the SPLM Seventy Percent (70%) in the Southern states;

4.4.2.2. The remaining Thirty Percent (30%) in the Northern and the Southern states shall be allocated as follows:-

- (i) Ten Percent (10%) in the Southern states to be filled by the NCP;
- (ii) Ten Percent (10%) in the Northern states to be filled by the SPLM; and
- (iii) Twenty Percent (20%) in the Northern and Southern states to be filled by representatives of other Northern and Southern political forces respectively.

4.4.3. The elections referred to in sub-article 4.4.1. herein shall take place on the same date as the elections for the National Assembly referred to in Section 1.8.3.

4.4.4. The state legislatures shall prepare and adopt state constitutions provided that they are in conformity with the National Constitution, the Peace Agreement,

and for Southern States, also in conformity with the Constitution of Southern Sudan.

- 4.4.5. The State Legislature shall have law-making competency in respect of the functional areas listed in Schedules C and D, read together with Schedules E and F.
- 4.4.6. Members of the State Legislature and the State Council of Ministers, including the Governor, shall have such immunities as are provided by law.
- 4.4.7. The State Legislature shall decide its own rules, procedures, and committees, and elect its Speaker and other officers.

#### 4.5 The State Executive

4.5.1 Prior to elections the state executives shall be allocated as follows:-

4.5.1.1 The NCP is to hold Seventy Percent (70%) in the Northern states, and the SPLM Seventy Percent (70%) in the Southern states;

4.5.1.2 The remaining Thirty Percent (30%) in the Northern and the Southern states shall be allocated as follows:-

- (i) Ten Percent (10%) in the Southern states to be filled by the NCP;
- (ii) Ten Percent (10%) in the Northern states to be filled by the SPLM; and
- (iii) Twenty Percent (20%) in the Northern and Southern states to be filled by representatives of other Northern and Southern political forces, respectively.

4.5.2 As part of the Ten Percent (10%) share of the NCP in Southern states the two Parties agreed as follows:-

- (i) The Governor of one Southern State shall be a nominee of the NCP;
- (ii) One Deputy Governor in a different Southern State shall be a nominee of the NCP.

4.5.3 The States' Council of Ministers shall be appointed by the Governor in accordance with the State Constitution, having regard to the need for inclusiveness. The State Ministers shall be accountable to the Governor and the State Legislature in the performance of their functions and may be removed by the Governor on a motion supported by two-thirds ( $\frac{2}{3}$ ) of all the members of the State Legislature.

4.5.4 The Governor shall, together with the States' Council of Ministers appointed by him/her, exercise the executive powers of the state which shall be in respect of the functional areas listed in Schedules C and D, read together with Schedules E and F, and such other executive competencies as are conferred upon the State by

the Interim National Constitution, the Southern Sudan Constitutions, the State Constitutions, and the Peace Agreement.

4.5.5 State Governors must sign any law duly approved by the State Legislature, failing which, after thirty (30) days it shall be deemed to have been signed into law by the State Governor. Where the State Governor withholds his/her signature, he/she must present reasons for his/her refusal to so sign when re-introducing the bill to the State Legislature within the 30-day period stated within. The Bill shall become law if the State Legislature again passes the bill by two-thirds ( $\frac{2}{3}$ ) majority of all the members and the assent of the Governor shall not be required.

#### 4.6 State Judicial Institutions

4.6.1 The State Constitutions shall provide for the establishment of such state courts by the State Judiciary as necessary.

4.6.2 State legislation must provide for:-

4.6.2.1 The appointment and dismissal of State-appointed judges (lay magistrates); and

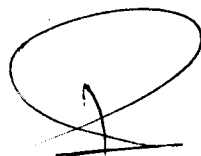
4.6.2.2 Guarantees of the independence and impartiality of the judiciary and ensure that judges shall not be subject to political or other interference.

4.6.3 State Courts shall have civil and criminal jurisdiction in respect of State, Southern Sudan, and National Laws, save that a right of appeal shall lie as provided in this Agreement.

4.6.4 Notwithstanding sub-paragraph 4.6.3, the National Legislature shall determine the civil and criminal procedures to be followed in respect of litigation or prosecution under National laws in accordance with the Interim National Constitution.

4.6.5 The structures and powers of the Courts of the States of Southern Sudan shall be subject to the provisions of this Agreement and the Constitution of Southern Sudan.

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# PART V: SCHEDULES

## Schedule A: National Powers

Exclusive competencies (Legislative and Executive Powers) of the National Government.

1. National Defense and National Security and Protection of the National Borders;
2. Foreign Affairs and International Representation;
3. Nationality and Naturalization;
4. Passports and Visas;
5. Immigration and Aliens;
6. Currency, Coinage and Exchange Control;
7. Constitutional Court and such National Courts responsible for enforcing or applying National laws;
8. National Police (including Criminal Investigation Department – CID, Coordination of International, Regional and bilateral Criminal Matters, and Standards and Regulations including the standards for training the police in the National Capital);
9. The fixing of and providing for salaries and allowances of civil and other officers of the National Government;
10. Postal Services;
11. Civil Aviation;
12. Maritime shipment;
13. Beacons;
14. Navigation and Shipment;
15. National Lands and National natural resources;
16. Central Bank, the Incorporation of National banks and issuing of paper money;
17. Bills of Exchange and Promissory Notes;
18. Weights, Measures and Standards, Dates and Standards of Time;
19. Meteorology;
20. Establishment and Maintenance of National Prisons;
21. National Institutions as envisaged under the Peace Agreement or as set forth in the Interim National Constitution;
22. Customs, Excise and Export Duties;
23. Intellectual Property Rights, including Patents and Copyright;
24. National Flag, National Emblem and National Anthem;
25. Signing of International Treaties on behalf of the Republic of Sudan;
26. National Debt and borrowing on public credit;
27. National Census, National Surveys and National Statistics;
28. National States of Emergency;
29. International and Inter-State Transport, including roads, airports, waterways, harbours and railways;
30. National Public Utilities;
31. National Museums and National Heritage Sites;
32. National Economic Policy and Planning;

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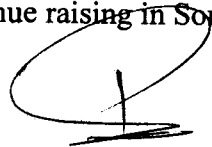
33. Nile Water Commission, the management of the Nile Waters, transboundary waters and disputes arising from the management of interstate waters between Northern states and any dispute between Northern and Southern states;
34. National information, publications, telecommunications regulations;
35. National Taxation and National Revenue Raising;
36. National Budget;
37. Laws providing for National elections and their supervision by the Electoral Commission;
38. Issuance of National ID Card.

### **Schedule B: Powers of the Government of Southern Sudan**

The exclusive legislative and executive powers of the Government of Southern Sudan shall be:

1. The adoption and amendment of the Constitution of the Government of Southern Sudan (subject to compliance with the Interim National Constitution);
2. Police, Prisons and Wildlife Services;
3. Security and military forces during the Interim Period (subject to Agreement on Security Arrangements);
4. Legislation relating to the Government of Southern Sudan structures for the delivery of services at all levels of Government of Southern Sudan;
5. Borrowing of money on the sole credit of the Government of Southern Sudan within the national macro-economic policy;
6. Planning for Southern Sudan Government services including health, education, and welfare, etc;
7. The appointment, tenure and payment of Government of Southern Sudan (GOSS) officers and civil servants;
8. Development of financial resources for the Government of Southern Sudan;
9. The co-ordination of Southern Sudan services or the establishment of minimum Southern Sudan standards or the establishment of Southern Sudan uniform norms in respect of any matter or service referred to in Schedule C or Schedule D, read together with Schedule E, with the exception of Item 1 of Schedule C, including but not limited to, education, health, welfare, police (without prejudice to the National Standards and Regulations), prisons, state public services, such authority over civil and criminal laws and judicial institutions as is specified in the Schedules, lands, reformatories, personal law, intra-state business, commerce and trade, tourism, environment, agriculture, disaster intervention, fire and medical emergency services, commercial regulation, provision of electricity, water and waste management services, local Government, animal control and veterinary services, consumer protection, and any other matters referred to in the above Schedules;
10. Any power that a State or the National Government requests it to exercise on its behalf, subject to the agreement of the Government of Southern Sudan or that for reasons of efficiency the Government of Southern Sudan itself requests to exercise in Southern Sudan and that other level agrees;
11. Referenda in Southern Sudan on matters affecting Southern Sudan as a whole within the competencies of Southern Sudan Government;
12. Taxation and revenue raising in Southern Sudan as a whole;

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13. Southern Sudan Budget, subject to the agreement on Wealth Sharing;
14. GOSS Public utilities;
15. GOSS flag, emblem;
16. Reconstruction and development of the Southern Sudan as a whole, subject to the provisions of the Wealth Sharing Agreement;
17. GOSS information, publications, media and telecommunications utilities;
18. Rehabilitation and benefits to disabled war veterans, orphans, widows and care for the dependents of deceased war fallen heroes;
19. Any matter relating to an item referred to in schedule D that cannot be dealt with effectively by a single State and requires GOSS legislation or intervention including, but not limited to the following:-
  - 19.1. Matters relating to businesses, trade licenses and conditions of operation;
  - 19.2. Natural resources and forestry;
  - 19.3. Town and rural planning;
  - 19.4. Disputes arising from the management of interstate waters strictly within Southern Sudan;
  - 19.5. Fire fighting and ambulance services;
  - 19.6. GOSS reformatory institutions;
  - 19.7. Firearm licenses within Southern Sudan; and
  - 19.8. GOSS recreation and sports.
20. Such matters relating to taxation, royalties and economic planning as is specified in the Agreement on Wealth Sharing as a matter or matters in regard to which the Government of Southern Sudan is accorded exclusive authority;
21. Southern Sudan census and statistics within the competence of the Southern Sudan Government;
22. Issuance of identity cards within Southern Sudan, driving licenses and other appropriate documentation.

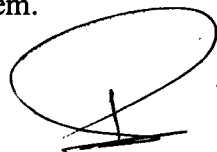
**Schedule C: Powers of States**

Exclusive executive and legislative competencies of the individual States of Sudan shall be as set out hereunder:-

1. The Constitution of the State, subject to compliance with the National Constitution, and, as relevant, the Constitution of Southern Sudan;
2. State Police, prisons;
3. Local Government;
4. State information, state publications and state media;
5. Social Welfare including State pensions;
6. The Civil Service at the State level;
7. The State Judiciary and administration of justice at State level including maintenance and organization of State Courts, and subject to national norms and standards, civil and criminal procedure;
8. State Land and State Natural Resources;
9. Cultural matters within the State;

10. Regulation of religious matters subject to the National Constitution and the Peace Agreement;
11. Internal and external borrowing of money on the sole credit of the State within the National macro-economic framework;
12. The establishment, tenure, appointment, and payment of State officers;
13. The management, lease and utilization of lands belonging to the State;
14. The establishment, maintenance and management of reformatory institutions;
15. The establishment, regulation, and provision of health care, including hospitals and other health institutions;
16. Regulation of businesses, trade licenses, working conditions, hours, and holidays within the State;
17. Local works and undertakings;
18. Registration of marriage, divorce, inheritance, births, deaths, adoption and affiliations;
19. Enforcement of State laws;
20. Statutes enacted under the Penal Law power, save for the penalization for the breach of National laws relating to the national competencies;
21. The development, conservation and management of State natural resources and State forestry resources;
22. Primary and secondary schools and education administration in regard thereto;
23. Laws in relation to Agriculture within the State;
24. Airstrips other than international and national airports within civil aviation regulations;
25. Intrastate public transport and roads;
26. Population policy and family planning;
27. Pollution control;
28. State statistics, and State surveys;
29. State referenda;
30. Charities and endowment;
31. Quarrying regulations, (subject to the Agreement on Wealth Sharing);
32. Town and rural planning;
33. State cultural and heritage sites, State libraries, State museums, and other historical sites;
34. Traditional and customary law;
35. State finances;
36. State irrigation and embankments;
37. State Budget;
38. State archives, antiquities, and monuments;
39. Direct and indirect taxation within the State in order to raise revenue for the State;
40. State public utilities;
41. Vehicle licensing;
42. Fire fighting and ambulance services;
43. Recreation and sport within the State;
44. Firearms Licenses;
45. Flag and emblem.

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## **Schedule D: Concurrent Powers**

The National Government, the Government of Southern Sudan and State Governments, shall have legislative and executive competencies on any of the matters listed below during the Interim Period:-

1. Economic and Social Development in Southern Sudan;
2. Legal and other professions and their associations;
3. Tertiary education, education policy and scientific research;
4. Health policy;
5. Urban development, planning and housing;
6. Trade, commerce, Industry and industrial development;
7. Delivery of public services;
8. Banking and insurance;
9. Bankruptcy and insolvency;
10. Manufacturing licenses;
11. Airports only with respect to the GOSS in accordance with Civil Aviation standards and regulations;
12. River transport;
13. Disaster preparedness, management and relief and epidemics control;
14. Traffic regulations;
15. Electricity generation and water and waste management;
16. Information, Publications, Media, Broadcasting and Telecommunications;
17. Environmental management, conservation and protection;
18. Relief, Repatriation, Resettlement, Rehabilitation and Reconstruction;
19. Without prejudice to the National Regulation, and in the case of Southern States, the regulation of Southern Sudan Government, the initiation, negotiation and conclusion of International and Regional Agreements on culture, sports, trade, investment, credit, loans, grants and technical assistance with foreign governments and foreign non-governmental organizations;
20. Financial and economic policies and planning;
21. Women's empowerment;
22. Gender policy;
23. Animal and livestock control, animal diseases, pastures and veterinary services;
24. Consumer safety and protection;
25. Residual powers, subject to schedule E;
26. Mother, Child protection and care;
27. Water Resources other than interstate waters;
28. Notwithstanding Schedules A, B and C, such matters relating to taxation, royalties and economic planning as specified in the Agreement on Wealth Sharing;
29. Southern Sudan and State Courts responsible for enforcing or applying National laws;
30. Such matters relating to taxation, royalties and economic planning as is specified in the Agreement on Wealth Sharing as a matter or matters in regard to which the Government of Southern Sudan is accorded concurrent authority;
31. Human and animal drug quality control.

### **Schedule E: Residual Powers**

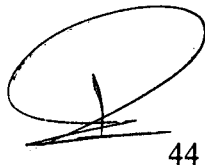
The residual powers shall be dealt with according to its nature (e.g., if the power pertains to a national matter, requires a national standard, or is a matter which cannot be regulated by a single state, it shall be exercised by the National Government. If the power pertains to a matter that is usually exercised by the state or local government, it shall be exercised by the state). Where a matter is susceptible to Southern Sudan regulation, in respect of the states of Southern Sudan, it shall be exercised by the Government of Southern Sudan.

### **Schedule F: Resolution of Conflicts in Respect of Concurrent Powers:**

If there is a contradiction between the provisions of Southern Sudan law and/or a State law and/or a National law, on the matters referred in Schedule D, the law of the level of government which shall prevail shall be that which most effectively deals with the subject matter of the law, having regard to:-

1. The need to recognize the sovereignty of the Nation while accommodating the autonomy of Southern Sudan or of the States;
2. Whether there is a need for National or Southern Sudan norms and standards;
3. The principle of subsidiarity;
4. The need to promote the welfare of the people and to protect each person's human rights and fundamental freedoms.

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## **CHAPTER III**

### **WEALTH SHARING**

*SIGNED AT NAIVASHA, KENYA ON 7<sup>TH</sup> JANUARY, 2004*

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**1. Guiding Principles in Respect of an Equitable Sharing of Common Wealth**

- 1.1 The Parties agree that the guiding principles and provisions below shall be the basis for the comprehensive text on Wealth Sharing.
- 1.2 The wealth of Sudan shall be shared equitably so as to enable each level of government to discharge its legal and constitutional responsibilities and duties.
- 1.3 The National Government shall also fulfil its obligation to provide transfers to the Government of Southern Sudan.
- 1.4 The sharing and allocation of wealth emanating from the resources of the Sudan shall ensure that the quality of life, dignity and living conditions of all the citizens are promoted without discrimination on grounds of gender, race, religion, political affiliation, ethnicity, language, or region. The sharing and allocation of this wealth shall be based on the premise that all parts of Sudan are entitled to development.
- 1.5 The Parties agree that Southern Sudan faces serious needs to: (i) be able to perform basic government functions, (ii) build up the civil administration, and (iii) rehabilitate and reconstruct/construct the social and physical infrastructure in a post-conflict Sudan.
- 1.6 The Parties agree that Nuba Mountains, Southern Blue Nile, Abyei and other war affected areas face serious needs to: (i) be able to perform basic government functions, (ii) establish and build civil administration and (iii) rehabilitate and reconstruct/construct the social and physical infrastructure in a post-conflict Sudan.
- 1.7 That, without prejudice to the provisions of paragraph 1.3 herein, Southern Sudan, and those areas in need of construction/reconstruction, shall be brought up to the same average level of socio-economic and public services standard as the Northern states. To achieve these objectives will take time and effort to build up local institutional, human and economic capacity. For this purpose, two special funds shall be established as provided herein.
- 1.8 That revenue sharing should reflect a commitment to devolution of power and decentralisation of decision-making in regard to development, service delivery and governance.
- 1.9 The development of infrastructure, human resources, sustainable economic development and the capacity to meet human needs shall be conducted within a framework of transparent and accountable government.

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- 1.10 That the best known practices in the sustainable utilization and control of natural resources shall be followed.
- 1.11 This Agreement sets out the respective types of income, revenue, taxes and other sources of wealth to which the various levels of government are entitled.
- 1.12 The Parties recognize that the National Government, during the Interim Period, will need to mobilize additional national resources.
- 1.13 There is a limit on how much additional national resources can be mobilized and part of the national needs in a post-conflict Sudan will have to be met by external assistance.
- 1.14 The National Government shall not withhold an allocation due to a state/region<sup>1</sup> or the Government of Southern Sudan. Any level of Government may initiate proceedings in the Constitutional Court should any other organ or level withhold monies due to it. The National Government shall make transfers to the Government of Southern Sudan based on the principles established.
- 1.15 In agreeing to these wealth sharing arrangements the Parties signal to the international community that it will have to play a strong and constructive role in providing post-conflict construction/reconstruction assistance to Sudan, especially to Southern Sudan and other war affected and least developed areas.
- 1.16 The National Government shall assist the Government of Southern Sudan, during the Pre-Interim Period, in cooperation with international organizations, to develop and implement a program for capacity enhancement in the South. The highest priority should be public finance and intergovernmental relations, including expenditure management to ensure accountability.

## 2. Ownership of Land and Natural Resources

- 2.1 Without prejudice to the position of the Parties with respect to ownership of land and subterranean natural resources, including in Southern Sudan, this Agreement is not intended to address the ownership of those resources. The Parties agree to establish a process to resolve this issue.
- 2.2. The Parties agree that the regulation, management, and the process for the sharing of wealth from subterranean natural resources are addressed below.
- 2.3. The Parties record that the regulation of land tenure, usage and exercise of rights in land is to be a concurrent competency exercised at the appropriate levels of government.
- 2.4. Rights in land owned by the Government of Sudan shall be exercised through the appropriate or designated levels of Government.

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<sup>1</sup> The issue of nomenclature will be resolved in the power sharing agreement.

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- 2.5. The Parties agree that a process be instituted to progressively develop and amend the relevant laws to incorporate customary laws and practices, local heritage and international trends and practices.
- 2.6 Without prejudice to the jurisdiction of courts, there shall be established a National Land Commission that shall have the following functions:
- 2.6.1 Arbitrate between willing contending Parties on claims over land, and sort out such claims.
  - 2.6.2 The party or group making claims in respect of land may make a claim against the relevant government and/or other Parties interested in the land.
  - 2.6.3 The National Land Commission may at its discretion entertain such claims.
  - 2.6.4 The Parties to the arbitration shall be bound by the decision of the National Land Commission on mutual consent and upon registration of the award in a court of law.
  - 2.6.5 The National Land Commission shall apply the law applicable in the locality where the land is situated or such other law as the Parties to the arbitration agree, including principles of equity.
  - 2.6.6 Accept references on request from the relevant government, or in the process of resolving claims, and make recommendations to the appropriate levels of government concerning:
    - 2.6.6.1 Land reform policies;
    - 2.6.6.2 Recognition of customary land rights and/or law.
  - 2.6.7 Assess appropriate land compensation, which need not be limited to monetary compensation, for applicants in the course of arbitration or in the course of a reference from a court.
  - 2.6.8 Advise different levels of government on how to co-ordinate policies on national projects.
  - 2.6.9 Study and record land use practices in areas where natural resource exploitation occurs.
  - 2.6.10 The National Land Commission shall be representative and independent. The composition of the membership and terms of appointment of the National Land Commission shall be set by the legislation constituting it. The Chairperson of the National Land Commission shall be appointed by the Presidency.
  - 2.6.11 The National Land Commission may conduct hearings and formulate its own rules of procedure.
  - 2.6.12 The National Land Commission will have its budget approved by the Presidency and will be accountable to the Presidency for the due performance of its functions.

2.7 In accordance with this Agreement and without prejudice to the jurisdiction of courts, there shall be established a Southern Sudan Land Commission which shall have the following functions:

2.7.1 Arbitrate between willing contending Parties on claims over land, and sort out such claims.

2.7.2 The party or group making claims in respect of land may make a claim against the relevant government and/or other Parties interested in the land.

2.7.3 The Southern Sudan Land Commission may entertain such claims at its discretion.

2.7.4 The Parties to the arbitration shall be bound by the Southern Sudan Land Commission's decision on mutual consent and upon registration of the award in a court of law.

2.7.5 The Southern Sudan Land Commission shall apply the law applicable in the locality where the land is situated or such other law as the Parties to the arbitration agree, including principles of equity.

2.7.6 Accept references on request from the relevant government, or in the process of resolving claims, and make recommendations to the appropriate levels of government concerning:

2.7.6.1 Land reform policies;

2.7.6.2 Recognition of customary land rights and/or law.

2.7.7 Assess appropriate land compensation, which need not be limited to monetary compensation, for applicants in the course of arbitration or in the course of a reference from a court.

2.7.8 Advise different levels of government on how to co-ordinate policies on GOSS projects.

2.7.9 Study and record land use practices in areas where natural resource exploitation occurs.

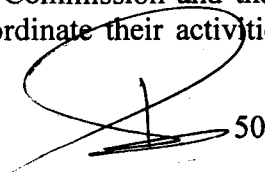
2.7.10 The Southern Sudan Land Commission shall be representative and independent. The composition of the membership and terms of appointment of the Southern Sudan Land Commission shall be set by the legislation constituting it. The Chairperson of the Southern Sudan Land Commission shall be appointed by the President of the Government of Southern Sudan.

2.7.11 The Southern Sudan Land Commission may conduct hearings and formulate its own rules of procedure.

2.7.12 The Southern Sudan Land Commission shall have its budget approved by the Government of Southern Sudan and shall be accountable to the President of the Government of Southern Sudan for the due performance of its functions.

2.8 The National Land Commission and the Southern Sudan Land Commission shall co-operate and co-ordinate their activities so as to use their resources efficiently.

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Without limiting the matters of coordination, the National Land Commission and the Southern Sudan Land Commission may agree:

- a) to exchange information and decisions of each Commission;
- b) that certain functions of the National Land Commission, including collection of data and research, may be carried out through the Southern Sudan Land Commission;
- c) on the way in which any conflict between the findings or recommendations of each Commission may be resolved

2.9 In the case of conflict between the findings or recommendations of the National Land Commission and the Southern Sudan Land Commission, which cannot be resolved by agreement, the two Commissions shall reconcile their positions. Failure to reconcile, the matter shall be referred to the Constitutional Court.

### 3. Oil Resources

#### A. Guiding Principles for the management and development of the petroleum sector

3.1 The Parties agree that the basis for an agreed and definitive framework for the management of the development of the petroleum sector during the Interim Period shall include the following:

3.1.1 Sustainable utilization of oil as a non-renewable natural resource consistent with:

- a) the national interest and the public good;
- b) the interest of the affected states/regions;
- c) the interests of the local population in affected areas;
- d) national environmental policies, biodiversity conservation guidelines, and cultural heritage protection principles.

3.1.2 Empowerment of the appropriate levels of government to develop and manage, in consultation with the relevant communities, the various stages of oil production within the overall framework for the management of petroleum development during the Interim Period.

3.1.3 Give due attention to enabling policy environment for the flow of foreign direct investment by reducing risks associated with uncertainties regarding the outcome of the referendum on self-determination at the end of the Interim Period.

3.1.4 A stable macroeconomic environment that emphasizes stability of the petroleum sector.

3.1.5 Persons enjoying rights in land shall be consulted and their views



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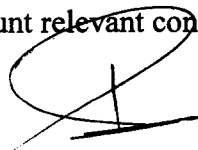
shall duly be taken into account in respect of decisions to develop subterranean natural resources from the area in which they have rights, and shall share in the benefits of that development.

- 3.1.6 Persons enjoying rights in land are entitled to compensation on just terms arising from acquisition or development of land for the extraction of subterranean natural resources from the area in respect of which they have rights.
- 3.1.7 The communities in whose areas development of subterranean natural resources occurs have the right to participate, through their respective states/regions, in the negotiation of contracts for the development of those resources.
- 3.1.8 Regardless of the contention over the ownership of land and associated natural resources, the Parties agree on a framework for the regulation and management of petroleum development in Sudan during the Interim Period.

**B. National Petroleum Commission (NPC)**

- 3.2 The Parties agree that an independent National Petroleum Commission (NPC) shall be established during the Pre-Interim Period and its decisions shall be by consensus.
- 3.3 Taking into account the provisions elsewhere in this Agreement, the NPC shall be constituted as follows:
- a) The President of the Republic and President of the GOSS as Co-chairs and permanent members;
  - b) four (4) permanent members representing the National Government;
  - c) four (4) permanent members representing the GOSS; and
  - d) not more than three (3) representatives of an oil producing State/Region in which petroleum development is being considered, non-permanent members.
- 3.4 The NPC shall have the following functions:
- 3.4.1 Formulate public policies and guidelines in relation to the development and management of the petroleum sector consistent with paragraph 3.1.1.
  - 3.4.2 Monitor and assess the implementation of those policies to ensure that they work in the best interests of the people of Sudan.
  - 3.4.3 Develop strategies and programs for the petroleum sector.
  - 3.4.4 Negotiate and approve all oil contracts for the exploration and development of oil in the Sudan, and ensure they are consistent with the NPC's principles, policies and guidelines.
  - 3.4.5 Develop its internal regulations and procedures.
- 3.5 In performing the functions referred to in paragraph 3.4 above, the NPC shall take into account relevant considerations, including the following:

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- 3.5.1 The extent to which the contract provides benefits to local communities affected by the development.
- 3.5.2 The extent to which the views of the state/region and the affected groups are incorporated in the proposed contracts.
- 3.5.3 If the NPC decides to approve the contract, persons holding rights in land who are aggrieved by the decision shall seek relief through arbitration or in a court of law.
- 3.5.4 If the non-permanent members of the NPC representing the oil producing State/Region collectively disagree with the decision of the NPC to approve the contract related to their State/Region, the National Minister of Petroleum shall not sign the contract and shall refer the matter to the Council of States/Regions. If the Council of States/Regions rejects the objection by two-thirds ( $\frac{2}{3}$ ) majority, the National Minister of Petroleum shall sign the contract. If the Council of States/Regions does not reject the objection by two-thirds ( $\frac{2}{3}$ ) majority within 24 sitting days of receiving it, the Council of States/Regions shall remit the objection within that period and by two-thirds ( $\frac{2}{3}$ ) majority to a mechanism established by the Council to arbitrate on the objection. The arbitration decision shall be made within six calendar months of referral to arbitration. The arbitration decision shall be binding.
- 3.5.5. If the NPC approves the contract the National Minister of Petroleum shall sign the contract on behalf of the Government of the Sudan.
- 3.5.6 In performing functions 3.4.1, 3.4.2, 3.4.3, and 3.4.5 of paragraph 3.4, the NPC shall include only its permanent members.
- 3.5.7 In performing function 3.4.4 of paragraph 3.4, the NPC shall include its permanent members and representatives of oil producing State/Region in which contracts for the exploration and development of the petroleum are being negotiated and considered for approval.

#### 4. Existing Oil Contracts

- 4.1 The SPLM shall appoint a limited number of representatives to have access to all existing oil contracts. The representatives shall have the right to engage technical experts. All those who have access to the contracts will sign confidentiality agreements.
- 4.2 Contracts shall not be subject to re-negotiation.
- 4.3 If contracts are deemed to have fundamental social and environmental problems the Government of Sudan will implement necessary remedial measures.
- 4.4 The Parties agree that "existing oil contracts" mean contracts signed before the date of signature of the Comprehensive Peace Agreement.
- 4.5 Persons whose rights have been violated by oil contracts are entitled to compensation. On the establishment of these violations through due legal process

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the Parties to the oil contracts shall be liable to compensate the affected persons to the extent of the damage caused.

## 5. Guiding Principles for Sharing Oil Revenue

- 5.1 The Parties agree that the basis for an agreed and definitive framework for the sharing of the wealth emanating from oil resources of Southern Sudan shall include the following:
- 5.1.1 The framework for sharing wealth from the extraction of natural resources should balance the needs for national development and reconstruction of Southern Sudan.
- 5.2 The Parties agree that a formula for sharing the revenue from oil resources shall be as set forth in this Agreement.
- 5.3 For the purposes of this Agreement, 'Net revenue from oil' shall be the sum of the net revenue (i) from exports of government oil and (ii) from deliveries of government oil to the refineries. Exports shall be valued at the actual Free on Board (FOB) export prices less the charges to deliver the oil to any export destination including pipeline and management charges. Oil delivered to the refinery shall be valued at the average FOB export prices during the last calendar month in which there was an export sale less the charges that would have been incurred to deliver the oil to any export destination including pipeline and management charges.
- 5.4 An Oil Revenue Stabilization Account shall be established from government oil net revenue derived from actual export sales above an agreed benchmark price. The benchmark price will be established annually as part of the national budget reflecting changing economic circumstances.
- 5.5 The Parties agree that at least two percent (2%) of oil revenue shall be allocated to the oil producing states/regions in proportion to output produced in such states/regions.
- 5.6 After the payment to the Oil Revenue Stabilization Account and to the oil producing states/regions, fifty percent (50%) of net oil revenue derived from oil producing wells in Southern Sudan shall be allocated to the Government of Southern Sudan (GOSS) as of the beginning of the Pre-Interim Period and the remaining fifty percent (50%) to the National Government and States in Northern Sudan.
- 5.7 A Future Generation Fund shall be established once national oil production reaches two (2) million barrels per day. This production criterion may, as part of the National Government's normal budget process, be reduced down to one (1) million barrels per day.

5.8 The Parties agree that all funds/special accounts referred to in this Agreement and future accounts shall be on-budget operations.

## 6. Sharing of Non-Oil Revenue

6.1 The National Government shall be entitled to legislate, raise and collect the below-listed taxes and to collect revenue from these sources:

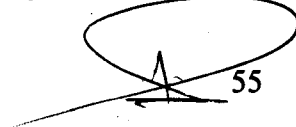
- 6.1.1 National Personal Income Tax;
- 6.1.2 Corporate or Business Profit Tax;
- 6.1.3 Customs Duties and import taxes;
- 6.1.4 Sea-ports and Airports Revenue;
- 6.1.5 Service charges;
- 6.1.6 Oil revenues as set out herein;
- 6.1.7 National Government Enterprises and projects;
- 6.1.8 VAT or GST or other retail taxes on goods and services;
- 6.1.9 Excise Tax;
- 6.1.10 Any other tax as agreed upon in these negotiations;
- 6.1.11 Loans, including borrowing from the Central Bank and the public.

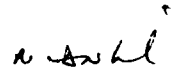
6.2 The Government of Southern Sudan shall be entitled to revenue from the following sources and to raise and collect the below-listed taxes:

- 6.2.1 The National revenue allocation to the Government of Southern Sudan and States/Regions from the National Revenue Fund as set forth in section 7.0 of this Agreement;
- 6.2.2 Revenue from any of the sources listed as state/region revenue sources referred to in paragraph 6.3 herein;
- 6.2.3 The Southern Sudan Reconstruction and Development Fund (SSRDF);
- 6.2.4 Oil revenues as is set out in this Agreement;
- 6.2.5 Southern Sudan Government Taxes, which do not encroach on the exclusive National Government taxing powers or which are contemplated in the Power Sharing Protocol;
- 6.2.6 Service charges of the Government of Southern Sudan;
- 6.2.7 Government of Southern Sudan enterprises and projects;
- 6.2.8 Grants in Aid and Foreign Aid;
- 6.2.9 Taxes and levies on small and medium business;
- 6.2.10 Excise taxes on goods within the region deemed to be luxury consumables;
- 6.2.11 Southern Sudan Personal Income Tax;
- 6.2.12 Any other taxes as may be agreed to from time to time;
- 6.2.13 Loans and Borrowing in accordance with the Monetary Policy, Banking, Currency and Borrowing sections of this Agreement.

6.3 The states/regions shall be entitled to raise and collect the below-listed taxes and revenue from the below listed sources:



  
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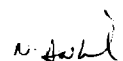
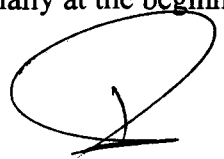
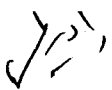




- 6.3.1 State/Regional Land and property tax and royalties;
- 6.3.2 Service charges for state/regional services;
- 6.3.3 Licences;
- 6.3.4 State/Regional Personal Income Tax;
- 6.3.5 Levies on Tourism;
- 6.3.6 State/Regional share of oil Revenues as is set out in paragraphs 5.5 and 5.6 of this Agreement;
- 6.3.7 State/Regional Government projects and state/regional nature parks;
- 6.3.8 Stamp duties;
- 6.3.9 Agricultural Taxes;
- 6.3.10 Grants in Aid and Foreign Aid through the National Government and the GOSS;
- 6.3.11 Excise taxes;
- 6.3.12 Border Trade charges or levies in accordance with National Legislation;
- 6.3.13 Other state/region taxes which do not encroach on national or Southern Sudan Government taxes;
- 6.3.14 Any other tax as may be agreed to from time to time; and
- 6.3.15 Loans and borrowing in accordance with the Monetary Policy, Banking, Currency and Borrowing sections of this Agreement.

**7. Equalization and Allocation to the National, Southern Sudan and State/Regional Levels of Government in Respect of Revenue Collected Nationally**

- 7.1. All revenues collected nationally for or by the National Government shall be pooled in a National Revenue Fund (NRF) administered by the National Treasury. Such Fund shall embrace all accounts and sub-funds into which monies due to the Government are collected, reported or deposited.
- 7.2 All the revenues and expenditures of the Government will be on-budget operations and made public.
- 7.3 Notwithstanding the provisions of paragraphs 5.6, 7.1 and 13.1, the National Government shall allocate fifty percent (50%) of the national non-oil revenue collected in Southern Sudan, as provided for herein under paragraph 6.1 above, to the GOSS to partially meet the development cost and other activities during the Interim Period. The Parties agree to review this arrangement, at mid-term of the Interim Period, with the view of the National Government allocating additional resources to the Government of Southern Sudan.
- 7.4 As a result of the allocation arrangements in paragraph 7.3 above, the Parties agree to appeal to the international and donor community to help the Government of Southern Sudan by providing post-conflict reconstruction assistance especially at the beginning of the transition.



7.5 The states/regions and the Government of Southern Sudan shall retain and dispose of such other income raised and collected under their own taxing powers.

**8. Fiscal and Financial Allocation and Monitoring Commission (FFAMC)**

8.1 To ensure transparency and fairness both in regard to the allocation of nationally collected funds to the states/regions and the Government of Southern Sudan, a Fiscal and Financial Allocation and Monitoring Commission shall be established. This body shall be comprised of experts nominated by the various states/regions, the Government of Southern Sudan and the National Government. Decision making arrangements of the FFAMC shall be as agreed to by the Parties.

8.2 The FFAMC shall undertake the following duties and responsibilities:

8.2.1 Monitor and ensure that equalization grants from the National Revenue Fund are promptly transferred to respective levels of government;

8.2.2 Ensure appropriate utilization and sharing of financial resources;

8.2.3 Ensure that resources allocated to war affected areas are transferred in accordance with agreed upon formulae; and

8.2.4 Ensure transparency and fairness in the allocation of funds to the GOSS and states/regions according to established ratios or percentages stipulated in this Agreement.

8.3. The FFAMC shall be composed of representatives from the National Government and the Government of Southern Sudan and States/Regions as follows:

a) Three (3) Representatives of the National Government;

b) Three (3) Representatives of the Government of Southern Sudan (GOSS);

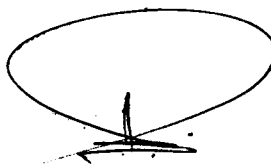
c) All Finance Ministers in all States/Regions of Sudan

8.4 The Chairperson of the FFAMC shall be appointed by the Presidency.

8.5 The FFAMC shall work out its own rules and procedures, which shall be approved by the Presidency.

**9. Interstate Commerce**

9.1 There shall be no legal impediment to interstate commerce or the flow of goods and services, capital or labour between the states/regions.



## 10. **Government Liabilities**

- 10.1 Any debts/liabilities incurred by any level of government shall be the responsibility of that level of government.

## 11. **Division of Government Assets**

- 11.1 There shall be a fair and equitable division of government assets. An asset shall in the first instance be allocated to the level of government responsible for the function in respect of which the asset is related (e.g. school buildings to the level of government responsible for education). In the event of a dispute, the Parties agree that such dispute shall be referred to a committee comprising a representative of each of the Parties involved in the dispute and a mutually agreed expert.

## 12. **Accounting Standards and Procedures and Fiscal Accountability**

- 12.1 All levels of government shall comply with generally accepted accounting standards and procedures. There shall be institutions at the state/region, Government of Southern Sudan and National levels to ensure that funds are distributed according to the agreed government budget, and properly expended having regard to value for money.
- 12.2 To ensure the effective operation of such institutions, there shall be independent National and Southern Sudan Audit Chambers, which shall have responsibility for the functions referred to above. The National Audit Chamber shall set auditing standards. Appointments to the National Audit Chamber shall be made by the Presidency and confirmed by the National Assembly.
- 12.3 All levels of government shall hold all income and revenue received by it in public accounts and subject to public scrutiny and accountability.


## 13 **Financing the Transition**

- 13.1 The National Government shall assist, during the Pre-Interim Period to the extent that it is able, the SPLM/A in the establishment of the new transitional governments at the State/Regional level and the Government of Southern Sudan. The Government of Southern Sudan shall meet the direct costs of establishing these levels of government, with the assistance from the international community.

- 13.2. Upon signature of a Comprehensive Peace Agreement, the Parties shall establish a Joint National Transition Team to undertake the following:

- 13.2.1 Prepare budget estimates for the establishment of Governments at the National, Southern Sudan and state/regional levels as provided for by the Peace Agreement;

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
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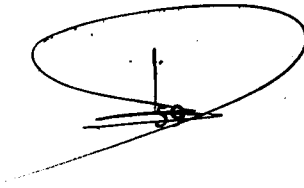
- 13.2.2 Organize and prepare relevant documents for the donor conference, including the agenda of the conference, letters of invitations and be a secretariat to the donors' conference;
- 13.2.3 Develop fund raising strategies, and assist in the identification of potential sources of funds necessary for a smooth and timely commencement of the Interim Period.


#### 14. Monetary Policy, Banking, Currency and Borrowing

##### A. Monetary Policy, Banking and Currency

- 14.1. The Parties agree, consistent with the Machakos Protocol of 20<sup>th</sup> July 2002, to have a dual banking system in Sudan during the Interim Period. An Islamic banking system shall operate in Northern Sudan and conventional banking system shall operate in Southern Sudan.
- 14.2. The Parties agree that conventional banking facilities are urgently needed in Southern Sudan. The Parties therefore agree to establish, during the Pre-Interim Period, the Bank of Southern Sudan (BOSS) as a branch of Central Bank of Sudan (CBOS) consistent with paragraph 14.1 above.
- 14.3. The Parties agree to restructure, during the Pre-Interim Period, the CBOS so as to reflect the duality of the banking system in Sudan. The CBOS shall therefore use and develop two sets of banking instruments, one Islamic and the other Conventional, to regulate and supervise the implementation of a single monetary policy through: (i) an Islamic financing window in Northern Sudan under a deputy governor of CBOS using Islamic financing instruments to implement the national monetary policy in Northern Sudan; and (ii) the Bank of Southern Sudan (BOSS), headed by a deputy governor of CBOS, to manage the conventional window using conventional financing instruments in implementing the same national monetary policy in Southern Sudan.
- 14.4. The CBOS shall be responsible for the conduct of monetary policy. All banking institutions shall be subject to the rules and regulations set by the CBOS.
- 14.5. The primary responsibility and mandate of the CBOS shall be ensuring price stability, maintaining stable exchange rate, sound banking system and issuance of currency. The monetary policy shall be carried out accordingly relying primarily on market-based instruments instead of administrative allocation of credit.
- 14.6. The CBOS shall be fully independent in its pursuit of monetary policy.
- 14.7. The Governor of CBOS and his/her two deputies shall be appointed by the Presidency. The Governor of CBOS shall appoint in consultation with his/her two deputies other senior officers within the Central Bank.







14.8. The Parties agree to establish, during the Pre-Interim Period, an independent Board of Directors (BOD). Decisions of BOD on matters that may affect adversely the interest of either Party to this Agreement shall be by consensus. The BOD shall be responsible to the Presidency on the accountability of the CBOS and shall consist of nine (9) members as follows:

- a) Governor of CBOS ( Chairperson) and his/her two deputies and;
- b) Six highly qualified Sudanese to be appointed by the Presidency taking into account the agreed formula in the Power Sharing Protocol for the institutions of the National Government.

14.9 The CBOS shall adopt a program to issue a new currency as soon as is practical during the Interim Period. The design of the new currency shall reflect the cultural diversity of Sudan. Until a new currency has been issued with the approval of the Parties on the recommendations of the CBOS, the circulating currencies in Southern Sudan shall be recognised.

14.10 The BOSS shall be responsible for chartering and supervising financial institutions in Southern Sudan.

14.11 All financial institutions shall be subject to internationally recognized regulatory and prudential standards for Islamic and conventional finance, as set by the CBOS.

14.12 All financial institutions shall be bound to implement monetary policies set by the CBOS.

#### **B. Borrowing**

14.13. The Government of Southern Sudan and the states/regions may borrow money based on their respective credit worthiness. Neither the National Government nor the CBOS shall be required or expected to guarantee borrowing by sub-national governments.

14.14 The GOSS and all sub-national governments shall report financial and fiscal data to the relevant National Government bodies for statistical purposes.

14.15 The Government of Southern Sudan and the states/regions may borrow money from foreign sources based on their respective credit worthiness.

14.16 Foreign borrowing by all sub-national governments shall be done in a manner that does not undermine national macroeconomic policies and shall be consistent with the objective of maintaining external financial viability. All sub-national governments' foreign borrowing transactions shall conform to the CBOS specifications.

## 15. Reconstruction and Development Funds

### A. Southern Sudan Reconstruction and Development Fund (SSRDF)

- 15.1. There shall be established a Southern Sudan Reconstruction and Development Fund (SSRDF) to solicit, raise and collect funds from domestic and international donors and disburse such funds for the reconstruction and rehabilitation of the infrastructure of the South, for the resettlement and reintegration of internally and externally displaced persons, and to address past imbalances in regional development and infrastructure.
- 15.2. A monitoring and evaluation system shall be established to ensure accountability, transparency, efficiency, equity and fairness in the utilization of resources.
- 15.3. The Government of Southern Sudan shall be responsible for expenditure from the fund and shall be entitled to raise additional funds by way of donation from foreign States, multilateral organizations, or other bodies for the purposes of the reconstruction and development of the southern states/regions. The Fund shall be transparently administered and professionally managed subject to an oversight committee appointed by the Government of Southern Sudan but having on it a representative of the National Ministry of Finance and of the National Audit Chamber.

### B. National Reconstruction and Development Fund (NRDF)

- 15.4. There shall be established by the Treasury, a National Reconstruction and Development Fund (NRDF) having the mission of developing the war affected areas and least developed areas outside Southern Sudan and a steering committee with appropriate representation from such areas. A member of the Southern Sudan Ministry of Finance shall be a member of the Steering Committee. A report on the income, expenditure and the projects supported by the fund shall be placed before the National Assembly and the Council of States/Regions, which shall exercise oversight over the Fund.

### C. Multi-Donor Trust Funds

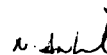
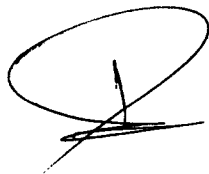
- 15.5. The Parties recognize the need to establish, during the Pre-Interim Period, two Multi-Donor Trust Funds (MDTFs), one for the National Government and one for the Government of Southern Sudan to support urgent recurrent and investment budget costs under clearly stated criteria of eligible financing components. The Trust Funds shall be operational for the Pre-Interim Period, and shall thereafter be transformed into (i) one MDTF dedicated to the Southern Sudan Reconstruction and Development Fund (the "SRRDF"); and (ii) one MDTF dedicated to the National Reconstruction and Development Fund (the "NRDF").

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- 15.6. The MDTFs shall commence immediately to support, among other things, priority areas of capacity building and institutional strengthening and quick start/impact programs identified by the Parties.
- 15.7. Both funds shall support urgent recurrent and investment budget costs under clearly stated criteria of eligible financing components, and both shall have the right to solicit, raise and collect funds from foreign donors.
- 15.8. All trust funds shall report the flow of funds to the CBOS.
- 15.9. To ensure proper accountability for funds disbursed through the MDTFs the Parties shall cause audits to be performed on funds used within six (6) months of the close of the recipient's financial year.
- 15.10. During the Pre-Interim as well as the Interim Period, funds may be channeled directly to finance activities beneficial to the National Government or the GOSS as the case may be.
- 15.11. During the Pre-Interim Period, the flow of foreign funds shall be through special accounts established in the Bank of Sudan for areas outside Southern Sudan and for Southern Sudan in a commercial bank in Southern Sudan until the Bank of Southern Sudan is established and operational. For the Interim Period: (i) the flow of foreign funds for the National Fund will go through the CBOS; and (ii) for the Southern Fund, the foreign funds will be disbursed through a special account at the Bank of Southern Sudan designated for the Government of Southern Sudan; or through arrangements as specified in the MDTF.



**CHAPTER IV**  
**THE RESOLUTION OF THE ABYEI**  
**CONFLICT**

*SIGNED AT NAIVASHA, KENYA ON 26<sup>TH</sup> MAY, 2004*







## 1. Principles of Agreement on Abyei\*

### 1.1 In General

- 1.1.1 Abyei is a bridge between the north and the south, linking the people of Sudan;
- 1.1.2 The territory is defined as the area of the nine Ngok Dinka chiefdoms transferred to Kordofan in 1905;
- 1.1.3 The Misseriya and other nomadic peoples retain their traditional rights to graze cattle and move across the territory of Abyei.

### 1.2 Interim Period

Upon signing the peace agreement, Abyei will be accorded special administrative status, in which:

- 1.2.1 Residents of Abyei will be citizens of both Western Kordofan and Bahr el Ghazal, with representation in the legislatures of both states;
- 1.2.2 Abyei will be administered by a local Executive Council, elected by the residents of Abyei. Pending the election of the Executive Council, its initial members will be appointed by the Presidency;
- 1.2.3 Net oil revenues from Abyei will be divided six ways during the Interim Period: the National Government Fifty percent (50 %); the Government of Southern Sudan Forty-Two percent (42%); Bahr el Ghazal region Two percent (2%); Western Kordofan Two percent (2 %); locally with the Ngok Dinka Two percent (2%); and locally with the Misseriya people Two percent (2%);
- 1.2.4 The National Government will provide Abyei with assistance to improve the lives of the peoples of Abyei, including urbanization and development projects;
- 1.2.5 International monitors will be deployed to Abyei to ensure full implementation of these agreements.

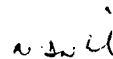
### 1.3 End of Interim Period

Simultaneously with the referendum for southern Sudan, the residents of Abyei will cast a separate ballot. The proposition voted on in the separate ballot will present the residents of Abyei with the following choices, irrespective of the results of the southern referendum:

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\* This is the full text of the proposal entitled "Principles of Agreement on Abyei," presented by US Special Envoy Senator John Danforth to H.E. First Vice President Ali Osman Mohamed Taha and SPLM/A Chairman Dr. John Garang on the 19<sup>th</sup> March, 2004. The Parties hereby declare to adopt these Principles as the basis for the resolution of Abyei Conflict.

- a. That Abyei retain its special administrative status in the north;
  - b. That Abyei be part of Bahr el Ghazal.
- 1.4 The January 1, 1956 line between north and south will be inviolate, except as agreed above.
2. **Administrative Structure**
- 2.1 Upon signing the Peace Agreement, Abyei Area shall be accorded special administrative status under the institution of the Presidency.
- 2.2 Abyei area shall be administered by a local Executive Council, elected by the residents of Abyei. Pending the election of the Executive Council, its initial members shall be appointed by the Presidency.
- 2.3 The administration of the Abyei Area shall be representative and inclusive of all the residents of the area.
- 2.4 The Executive Council shall be composed of the Chief Administrator, his/her Deputy and not more than five heads of departments. Prior to elections, the Chief Administrator and his/her Deputy shall be appointed by the Presidency. The Chief Administrator shall make recommendations to the Presidency regarding the appointments of the heads of departments.
- 2.5 The Executive Council, in exercise of its executive powers, shall:
- 2.5.1 render necessary services;
  - 2.5.2 supervise and promote security and stability in the area;
  - 2.5.3 Propose development and urbanization projects for the area to both the Abyei Area Council and to the Presidency;
  - 2.5.4 Present to the National Government proposals regarding the provision of assistance to improve the lives of the peoples of Abyei, including urbanization and development;
- 2.6 The Presidency, upon the recommendation of the Executive Council, shall determine the executive, legislative and financial powers and competencies of the special status of Abyei Area, having regard to this protocol, other protocols, agreements, and the Comprehensive Peace Agreement.
- 2.7 In view of the special status of Abyei Area, the Presidency shall apply to the Judiciary to establish courts for Abyei Area as deemed appropriate.



### 3. **Financial Resources**

3.1 Without prejudice to the provisions of the Wealth Sharing Agreement, the net-oil revenue from the oil produced in Abyei Area shall be shared during the Interim Period as follows:

- 3.1.1 Fifty Percent (50%) to the National Government;
- 3.1.2 Forty- Two Percent (42%) to the Government of Southern Sudan;
- 3.1.3 Two Percent (2%) to Bahr el Ghazal Region;
- 3.1.4 Two Percent (2%) to Western Kordofan;
- 3.1.5 Two Percent (2%) locally with the Ngok Dinka;
- 3.1.6 Two Percent (2%) locally with the Misseriya people.

3.2 In addition to the above financial resources, Abyei Area shall be entitled to:

- 3.2.1 The area share of the national revenue as per the Wealth Sharing Agreement;
- 3.2.2 The revenues raised in the Abyei Area from Income Tax and other taxes and levies;
- 3.2.3 The share of the Area in the National Reconstruction and Development Fund;
- 3.2.4 An equitable share of Southern Sudan Development and Reconstruction Fund;
- 3.2.5 Allocations from the National Government to cover the cost of establishment of the new administration, its running and provision of services;
- 3.2.6 Donations and grants.

3.3 There shall be established, under the Executive Council, Abyei Resettlement, Construction and Development Fund to handle relief, repatriation, resettlement, reintegration, rehabilitation and reconstruction programmes in the Area. The Fund may establish specialized agencies.

3.4 The National Government shall appeal to the international and donor community to facilitate the return and resettlement of the residents of Abyei Area.

3.5 The financial resources due to Abyei Area as provided in section 3 herein shall be deposited in special accounts, acceptable to the Presidency, from which the administration of the Area shall make withdrawals.

### 4. **Public Participation**

4.1 There shall be established Abyei Area Council comprised of not more than twenty members.

4.2 Prior to elections, the Presidency shall appoint the members of the Abyei Area Council.

4.3 The Abyei Area Council shall:

- 4.3.1 Issue local enactments within the powers of local government and on customary matters;
- 4.3.2 Approve the budget of the Area;
- 4.3.3 Adopt reconstruction, development and urbanization plans for the Area;
- 4.3.4 If necessary, recommend to the Presidency the relief of the Chief Administrator or his/her Deputy;
- 4.3.5 Participate in the promotion of reconciliation efforts in the Area.

5. **Determination of Geographic Boundaries**

- 5.1 There shall be established by the Presidency, Abyei Boundaries Commission (ABC) to define and demarcate the area of the nine Ngok Dinka Chiefdoms transferred to Kordofan in 1905, referred to herein as Abyei Area.
- 5.2 The composition and timeframe of the Abyei Boundaries Commission (ABC) shall be determined by the Presidency. However, the Commission shall include, *inter alia*, experts, representatives of the local communities and the local administration. The Commission shall finish its work within the first two years of the Interim Period.
- 5.3 The Abyei Boundaries Commission (ABC) shall present its final report to the Presidency as soon as it is ready. Upon presentation of the final report, the Presidency shall take necessary action to put the special administrative status of Abyei Area into immediate effect.

6. **Residents of the Area**

- 6.1 The residents of Abyei Area shall be:
  - (a) The Members of Ngok Dinka community and other Sudanese residing in the area;
  - (b) The criteria of residence shall be worked out by the Abyei Referendum Commission.
- 6.2 Residents of Abyei shall be citizens of both Western Kordofan and Bahr el Ghazal with representation in the legislatures of both States as determined by the National Electoral Commission. However, prior to elections, the Presidency shall determine such representation.

7. **Security Arrangements**

- 7.1 There shall be established Abyei Area Security Committee, chaired by the Chief Administrator, and shall comprise of the Deputy Chief Administrator, the Army Commander, the Police Chief, and the representative of the Security Organ.

- 7.2 Without prejudice to the Agreement on Security Arrangements, the two Parties shall, through the Interim Period form and deploy one joint battalion in the Area.
- 7.3 International monitors, as shall be agreed in the comprehensive Ceasefire Agreement shall also be deployed in the Area through the Interim Period.
- 7.4 International monitors shall be deployed to Abyei to ensure full implementation of these Agreements.

## 8. **Abyei Referendum Commission**

- 8.1 There shall be established by the Presidency an Abyei Referendum Commission to conduct Abyei referendum simultaneously with the referendum of Southern Sudan. The composition of the Commission shall be determined by the Presidency.
- 8.2 The residents of Abyei shall cast a separate ballot. The proposition voted on in the separate ballot shall present residents of Abyei with the following choices; irrespective of the results of the Southern referendum:
- a. That Abyei retain its special administrative status in the north;
  - b. That Abyei be part of Bahr el Ghazal.
- 8.3 The January 1, 1956 line between north and south shall be inviolate, except as agreed above.

## 9. **Reconciliation Process**

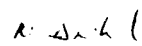
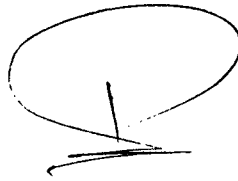
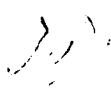
Upon signing the Comprehensive Peace Agreement, the Presidency shall, as a matter of urgency, start peace and reconciliation process for Abyei that shall work for harmony and peaceful co-existence in the Area.



**CHAPTER V**

**THE RESOLUTION OF THE CONFLICT IN  
SOUTHERN KORDOFAN AND BLUE NILE  
STATES**

*SIGNED AT NAIVASHA, KENYA ON 26<sup>TH</sup> MAY 2004*







**PREAMBLE:-**

**RECOGNIZING** that the conclusion of the comprehensive peace settlement that the Sudanese people are longing for requires solving the problems in Southern Kordofan/Nuba Mountains<sup>2</sup> and Blue Nile States as a model for solving problems throughout the country; and

**REAFFIRMING** that citizenship shall be the basis for equal rights and duties for all Sudanese citizens regardless of their ethnicity or religion; and

**UNDERLINING** the importance of recognizing the cultural and social diversity of the Sudan as a source of strength and unity; and

**EMPHASIZING** equality, fairness, economic development, social welfare and stability as overarching goals of the Sudanese people in general and the population of the conflict affected areas in particular;

**NOW THEREFORE**, the Parties hereby agree as follows:-

**1. General Principles**

The Parties agree on the following, as the basis for political, administrative, economic and social solution to the conflict in Southern Kordofan/Nuba Mountains and Blue Nile:

- 1.1. Human rights and fundamental freedoms shall be guaranteed to all individuals in the State as prescribed in the Interim National Constitution;
- 1.2. The diverse cultural heritage and local languages of the population of the State shall be developed and protected;
- 1.3. Development of human resources and infrastructure shall be the main goal of the State. It shall be conducted to meet human needs in accordance with the best-known practices of sustainable development within a transparent and accountable framework.

**2. Definition of the Two Areas**

- 2.1. The boundaries of Southern Kordofan/Nuba Mountains State shall be the same boundaries of former Southern Kordofan Province when Greater Kordofan was sub-divided into two provinces.
- 2.2. For the purpose of this Protocol, Blue Nile State shall be understood as referring to the presently existing Blue Nile State.

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<sup>2</sup> The name of the State shall be settled before the conclusion of the Peace Agreement by a committee representing the State formed by the two Parties.

### 3. Popular Consultation

The Government of Sudan and the Sudan People's Liberation Movement (the Parties), committed to reaching a just, fair and Comprehensive Peace Agreement to end the war in Southern Kordofan/Nuba Mountains and Blue Nile States, agree on the following:-

- 3.1. Popular consultation is a democratic right and mechanism to ascertain the views of the people of Southern Kordofan/Nuba Mountains and Blue Nile States on the comprehensive agreement reached by the Government of Sudan and the Sudan People's Liberation Movement.
- 3.2. That this comprehensive agreement shall be subjected to the will of the people of the two States through their respective democratically elected legislatures.
- 3.3. That the legislatures of the two States shall each establish a Parliamentary Assessment and Evaluation Commission to assess and evaluate the implementation of the agreement in each State. The two Commissions shall submit their reports to the legislatures of the two States by the fourth year of the signing of the Comprehensive Peace Agreement.
- 3.4. An independent Commission shall be established by the Presidency to assess and evaluate the implementation of the Comprehensive Peace Agreement in each of the two States. The Commission shall submit its reports to the National Government and the Governments of the two States who shall use the reports to rectify any procedure that needs to be rectified to ensure faithful implementation of the Agreement.
- 3.5. Once this Agreement is endorsed by the people through the legislature of any of the two States as meeting their aspirations, then the agreement becomes the final settlement of the political conflict in that State.
- 3.6. Should any of the legislatures of the two States, after reviewing the Agreement, decide to rectify, within the framework of the Agreement, any shortcomings in the constitutional, political and administrative arrangements of the Agreement, then such legislature shall engage in negotiations with the National Government with the view of rectifying these shortcomings.

### 4. Structure of the State Government

- 4.1. The State shall have the following structure:-
- 4.2. The State Executive, which shall comprise of:-
  - 4.2.1 The State Governor;
  - 4.2.2 The State Council of Ministers; and
  - 4.2.3 Local Governments.
- 4.3. The State Legislature (SL).

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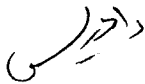
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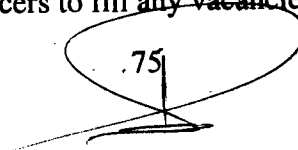
#### 4.4 The State Judiciary.

### 5. The State Executive

- 5.1. The Governor of the State shall be directly elected by the registered voters of the State in a public adult suffrage.
- 5.2. The Governor shall appoint the ministers and the commissioners of the state in accordance with the State Interim Constitution. The State Council of Ministers shall be representative.
- 5.3. The Governor shall, together with the State Council of Ministers, exercise the Executive Powers of the State which shall be in respect of the functional areas listed in Schedules A and B, read together with Schedule C, attached hereto, and in accordance with the State Interim Constitution.
- 5.4. The State Council of Ministers shall be accountable to the Governor and the State Legislature in the performance of their duties.
- 5.5. The State shall have commissioners and elected local councils. The organization and proper functioning of the Local Governments shall be the responsibility of the Government of the State.
- 5.6. There shall be State Security Committee to be chaired by the Governor of the State. The Committee shall include, among others, the Military Commander of the area, his Deputy, the Director of the State Police and Director of the State National Security Branch.
- 5.7. Without prejudice to the provisions of paragraph 5.6 above, the Governor of the State may demand the transfer of the Director of the National Security Branch from the State.
- 5.8. The State Police Service shall adhere to the National standards and regulations as set forth by National Police Service.
- 5.9. Police, Prisons, Wildlife and Fire Brigade Officers shall be recruited by the State Service according to the National standards, trained and commissioned nationally and returned to the State for service. The other ranks shall be locally recruited to serve within the State. Recruitment and training regulations shall be designed and standardized by the National Police Service.
- 5.10. Without prejudice to the provisions of paragraph 5.9 above, the National Authority may agree with the State Authority to transfer any number of police officers from the State police to the National Police Service whenever necessary.
- 5.11. The State Authority may request the National Authority to transfer to the State any number of police officers to fill any vacancies in the State.



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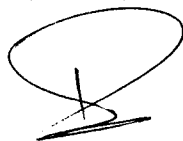
## 6. The State Legislature

- 6.1. Members of the State Legislature (SL) shall be elected by the registered voters of the State in accordance with the State Law and in conformity with the general guidelines as set forth by electoral provisions as set forth by the National Electoral Commission.
- 6.2. The State Legislature shall prepare and adopt the State Constitution, provided that it shall conform to the Interim National Constitution.
- 6.3. The Governor of the State shall sign any law duly approved by the State Legislature, failing which, after thirty (30) days it shall be deemed to have been signed into law, unless the Governor has submitted the law to the Constitutional Court for a ruling on its constitutionality. If the Constitutional Court finds the law constitutional, the Governor shall immediately sign such law.
- 6.4. The State Legislature shall legislate for the state within its legislative powers as stipulated in schedule (A) attached herewith.
- 6.5. State laws currently applicable in the State shall continue until new legislation is duly enacted by the SL within its competence.
- 6.6. The State Legislature shall decide its own rules, procedures, and committees, and elect its Speaker and other officers.
- 6.7. The State Legislature may relieve the Governor of the State of his/her functions by a motion supported by two-thirds of its membership.
- 6.8. Members of the State Legislature and the State Executive shall have such immunities as are provided by law.

## 7. The State Courts

- 7.1. The structures and powers of the courts of the States shall be subject to the Interim National Constitution.
- 7.2. The State Constitution shall provide for the establishment of such state courts as are necessary.
- 7.3. The State Legislature shall provide for the appointment and dismissal of state appointed judges, subject to the State Constitution and the approval of the National Judicial Service Commission.
- 7.4. The State legislations shall provide for guarantees for the independence and impartiality of the State judiciary and ensures that state judges shall not be subject to political or other interference.

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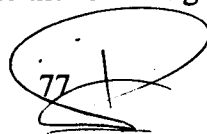
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- 7.5. The state courts shall have civil and criminal jurisdiction in respect of State and National Laws, save that a right of appeal shall lie to the National Courts in respect of matters brought before or heard under National laws.
- 7.6. The National Legislature shall determine the civil and criminal procedures to be followed in respect of litigation or prosecution under National laws in accordance with the Interim National Constitution.

## **8. The State Share in the National Wealth**

- 8.1. The National wealth shall be shared equitably between different levels of Government so as to allow enough resources for each level of Government to exercise its constitutional competencies.
- 8.2. The States shall raise and collect taxes and revenues as listed in Schedule (D), annexed herewith.
- 8.3. Oil producing state is entitled to two percent (2%) of the oil produced in that state, as specified in the Wealth Sharing Agreement.
- 8.4. The state shall be represented in the Fiscal and Financial Allocation and Monitoring Commission, which shall ensure transparency and fairness in regard to allocation of the share due to the state from the Nationally collected revenues and ensure that allocations due to the state are not withheld.
- 8.5. The general objective of the National Reconstruction and Development Fund (NRDF) is to develop the war affected areas and least developed areas in the Sudan with the aim of bringing these areas to the national average standards and level of development.
- 8.6. In allocating the funds to the war-affected areas and least developed areas, NRDF shall use the effects of war and level of development as the main criteria. The Parties agree to allocate seventy-five percent (75%) of the total fund to the war-affected areas, particularly to Southern Kordofan/Nuba Mountains and Blue Nile States, while the remaining balance shall be earmarked to the least developed areas.
- 8.7. The allocation of funds among the areas affected shall be determined during the Pre-Interim Period by the Joint National Transition Team (JNTT) that shall be established as agreed to in the Wealth Sharing Agreement, within the agreed percentages as in the above paragraph, taking into consideration the actual needs based on the results of Joint Assessment Mission.
- 8.8. The Fiscal and Financial Allocation and Monitoring Commission (FFAMC), as agreed to in the Wealth Sharing Agreement, shall allocate current transfers to Southern Kordofan/Nuba Mountains, Blue Nile and other war-affected areas and least developed areas according to the following criteria:-

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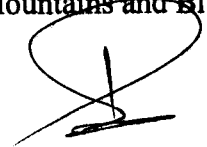
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- 8.8.1. Population;
  - 8.8.2. Minimum expenditure responsibilities;
  - 8.8.3. Human Development Index / Social Indicators (social development factor);
  - 8.8.4. Geographical area (cost disability factor);
  - 8.8.5. Fiscal effort (internal revenue effort); and
  - 8.8.6. The effect of war factor.
- 8.9. In addition to the budgetary allocations and the two states' share in the NRDF, the President shall allocate an amount of money to each of the two states.
- 8.10. The Parties agree to appeal to the donor community to provide technical assistance to the FFAMC to develop comprehensive equalization criteria.
- 8.11. The states shall hold all income and revenue received in audited public accounts and shall comply with the regulations and auditing standards set by the Chamber of the Auditor General, who may audit the state's accounts.
- 8.12. There shall be no impediment to interstate commerce or the flow of goods and services, capital, or labour to and from the state.
- 8.13. Any debts/liabilities incurred by any level of government shall be the responsibility of that level of government.
- 8.14. There shall be a fair and equitable division of government assets. An asset shall in the first instance be allocated to the level of government responsible for the function in respect of which the asset is related (e.g., school buildings to the level of government responsible for education). In the event of a dispute, the Parties agree that such dispute shall be referred to a committee comprising a representative of each of the Parties involved in the dispute and a mutually agreed expert.
- 8.15. There shall be at the State's level accounting standards, procedures and fiscal accountability institutions operating in accordance with generally accepted accounting standards and procedures to ensure that funds are distributed according to the agreed Government budget and properly expended having regard to value for money.

## 9. State Land Commission

- 9.1. The regulation of the land tenure, usage and exercise of rights in land shall be a concurrent competency exercised by the National and State Governments.
- 9.2. Rights in land owned by the National Government within the State shall be exercised through the appropriate or designated level of government.
- 9.3. There shall be established a State Land Commission in the State of Southern Kordofan/Nuba Mountains and Blue Nile, respectively.

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- 9.4. The State Land Commission shall be composed of persons from the State concerned.
- 9.5. The State Land Commission shall exercise all the powers of the National Land Commission at the State level.
- 9.6. The State Land Commission shall be competent to review existing land leases and contracts and examine the criteria for the present land allocations and recommend to the State authority the introduction of such necessary changes, including restitution of land rights or compensation.
- 9.7. The National Land Commission and the State Land Commission shall cooperate and coordinate their activities so as to use their resources efficiently. Without limiting the matters of coordination, the National Land Commission and the State Land Commission may agree as follows:-
- 9.7.1. To exchange information and decisions of each Commission;
  - 9.7.2. That certain functions of the National Land Commission, including collection of data and research, may be carried out through the State Land Commission; and
  - 9.7.3. On the way in which any conflict between the findings or recommendations of each Commission may be resolved.
- 9.8. In case of conflict between the findings and recommendations of the National Land Commission and the State Land Commission which cannot be resolved by agreement, the two Commissions shall reconcile their positions. Failure to reconcile, the matter shall be referred to the Constitutional Court for adjudication.

## 10. Security Arrangements

- 10.1 Without prejudice to the Agreement on the Security Arrangements and the right of Sudan Armed Forces (SAF) Command to deploy forces all over North Sudan as it deems fit, SAF troop levels in Southern Kordofan/Nuba Mountains and Blue Nile during the Interim Period shall be determined by the Presidency.

## 11. Pre-Election Arrangements

- 11.1. As part of pre-election arrangements, the Parties agree on the following:-
- 11.1.1. The Executive and Legislature in the two states shall be allocated as follows:-
    - (a) Fifty-five Percent (55%) to the National Congress Party;
    - (b) Forty-five Percent (45%) to the SPLM.

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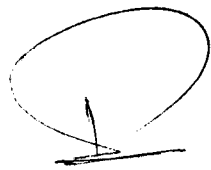
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- 11.1.2. There shall be rotational governorship in the two states with each Party holding the Office of Governor for half of the pre-election period in each of the two states.
  - 11.1.3. No one Party is to hold the Governorship in both states at the same time.
  - 11.1.4. The office of Deputy Governor is to be allocated to the Party that is not presently occupying the Office of Governor.
  - 11.1.5. The Parties are to decide upon the signature of the Comprehensive Peace Agreement the time and order in which each party assumes the Governorship in each state.
- 11.2 Pending general elections, and as part of affirmative action, the Parties agree that Southern Kordofan/Nuba Mountains and Blue Nile States shall be adequately represented in National Institutions targeting a percentage not less than the ratio of their population size.

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## SCHEDULES:

### Schedule (A)

#### The Exclusive Executive and Legislative Competencies of the Two States:-

1. The drafting, adoption and amendment of the Constitution of the state, subject to conformity with the Interim National Constitution;
2. State Police;
3. State Prisons;
4. Local Governments;
5. State information, state publications and state media;
6. Social Welfare, including state pensions;
7. The Civil Service at the state level;
8. The state judiciary and administration of justice at the state level, including maintenance and organization of state courts, subject to national norms and standards of civil and criminal procedure;
9. Cultural matters within the state;
10. Religious matters, subject to the Interim National Constitution;
11. Internal and external borrowing of money on the sole credit of the state within the national macro-economic framework, as set by the Ministry of Finance;
12. The establishment, tenure, appointment, and payment of state civil service officers;
13. The management, lease and utilization of lands belonging to the state;
14. The establishment, maintenance and management of reformatory institutions;
15. The establishment, regulation, and provision of health care, including hospitals and other health institutions;
16. Regulation of businesses, trade licenses, working conditions, hours, and holidays within the state;
17. Local works and undertakings;
18. Registration of marriage, divorce, inheritance, births, deaths, adoption and affiliations;
19. Enforcement of state laws;
20. Statutes enacted under the penal law power, save for the penalization for the breach of National laws relating to the National competencies;
21. The development, conservation and management of state natural resources and state forestry resources;
22. Primary and secondary school and education administration in regard thereto;
23. Laws in relation to agriculture within the state;
24. Airstrips other than international and national airports within civil aviation regulations;
25. Intrastate public transport and roads;
26. Population policy and family planning;
27. Pollution control;
28. State statistics, and state surveys;
29. State referenda, in matters within the state's competencies;

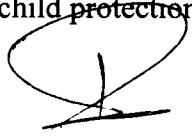
30. State charities and endowment;
31. Town and rural planning;
32. State cultural and heritage sites, state libraries, state museums, and other historical sites;
33. Traditional and customary law;
34. Recreation and sport within the state;
35. Firearms Licenses;
36. State finances;
37. State irrigation and embankments;
38. State budget;
39. State archives, antiquities, and monuments;
40. Direct and indirect taxation within the state in order to raise revenue for the state;
41. State public utilities;
42. Vehicle licensing;
43. Fire fighting and ambulance services;
44. Flag and Emblem; and
45. Community empowerment.

### **Schedule (B): Concurrent Powers**

The National and State Governments shall have concurrent Legislative and Executive competencies on any of the matters listed below:-

1. Economic and social development within the state;
2. Legal and other professions and their associations;
3. Tertiary education, educational policy and scientific research;
4. Health policy;
5. Urban development, planning and housing;
6. Trade, commerce, industry and industrial development;
7. Delivery of public services;
8. Banking and insurance;
9. Bankruptcy and insolvency;
10. Manufacturing licenses;
11. Disaster preparedness, management and relief and epidemics;
12. Traffic regulations;
13. Electricity generation and water and waste management;
14. Broadcasting and telecommunications utilities;
15. Environmental management, conservation and protection;
16. Relief, repatriation, resettlement, rehabilitation and reconstruction;
17. The initiation and negotiation of international and regional agreements on culture, trade, investment, credit, loans, grants and technical assistance with foreign governments and foreign non-governmental organizations;
18. Financial and economic policies and planning;
19. Gender policy;
20. Women's empowerment;
21. Animal and livestock control, animal diseases, pastures and veterinary services;
22. Consumer safety and protection;
23. Women welfare and child protection and care;

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24. State courts responsible for enforcing or applying national laws; and
25. Rehabilitation and care for disabled war veterans, orphans, widows and their dependants.

### **Schedule (C): Residual Powers**

The residual powers shall be exercised in accordance with its nature and as to whether the power pertains to a national matter, requires a national standard or is a matter that cannot be regulated by a single state, in which case it shall be exercised by the National Government. If the power pertains to a state matter, it shall be exercised by the state.

### **Schedule (D): State Revenue Sources**

The state shall be entitled to raise and collect the taxes and revenues from the sources listed hereunder:-

1. State land and property tax and royalties;
2. Service charges for state services;
3. Licenses;
4. State personal income tax;
5. Tourism levies;
6. Share of natural resource revenues;
7. State Government projects;
8. Stamp duties;
9. State agricultural taxes;
10. Loans and borrowing in accordance with the national macro-economic policy framework;
11. Excise taxes;
12. Border trade charges or levies in accordance with National legislation;
13. Other state taxes which do not encroach on National taxes; and
14. Grants in Aid and Foreign Aid through the National Government.

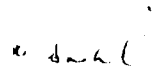
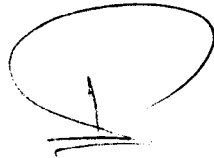
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## **CHAPTER VI**

### **SECURITY ARRANGEMENTS**

*SIGNED AT NAIVASHA, KENYA ON 25<sup>TH</sup> SEPTEMBER 2003*





## 1. Status Of The Two Armed Forces

- a. In the context of a united Sudan, and should the result of the referendum on self-determination confirm unity, the Parties (the Government of the Sudan and the Sudan People's liberation Movement and Army) agree to the formation of the future army of Sudan that shall be composed from the Sudanese Armed Forces (SAF) and the Sudan People's Liberation Army (SPLA).
- b. As part of a peace agreement and in order to end the war, the Parties agree that the two forces, the SAF and the SPLA shall remain separate during the Interim Period, and further agree that both forces shall be considered and treated equally as Sudan's National Armed Forces during the Interim Period taking into consideration 1 (c) below.
- c. The parties agree to the principles of proportional downsizing of the forces on both sides, at a suitable time, following the completion of the comprehensive ceasefire arrangements.
- d. The national Armed Forces shall have no internal law and order mandate except in constitutionally specified emergencies.

## 2. Ceasefire

The parties agree to an internationally monitored ceasefire which shall come into effect from the date of signature of a Comprehensive Peace Agreement. Details of the Ceasefire Agreement shall be worked out by the two parties together with the IGAD mediators and international experts.

## 3. Redeployment

- a. The two forces shall be disengaged, separated, encamped and redeployed as will be detailed in the Comprehensive Ceasefire Agreement.
- b. Except for those deployed in the Joint/Integrated Units (JIUs), the rest of the forces of SAF currently deployed in the south shall be redeployed North of the South/North border of 1/1/1956 under international monitoring and assistance within and up to two and one half years (2 1/2) from the beginning of the Pre-Interim Period .
- c. Except for those deployed in the Joint/Integrated Units, the rest of SPLA forces currently deployed in Nuba Mountains and Southern Blue Nile shall be redeployed South of the South/North border of 1/1/1956 as soon as the Joint/Integrated Units are formed and deployed under international monitoring and assistance.

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- d. The SPLM/A undertakes that the demobilized Southern Sudanese from those currently serving in SAF in Southern Sudan shall be absorbed into various institutions of the Government of Southern Sudan along with demobilized SPLA soldiers.
- e. The parties agree to implement with the assistance of the international community DDR programmes for the benefit of all those who will be affected by the reduction, demobilization and downsizing of the forces as agreed in 1(c) , 3(d) and 7(b).

#### 4. Joint/ Integrated Units (JIUs)

There shall be formed Joint/ Integrated Units consisting of equal numbers from the Sudanese Armed Forces (SAF) and the Sudan People's Liberation Army (SPLA) during the Interim Period. The Joint/ Integrated Units shall constitute a nucleus of a post referendum army of Sudan, should the result of the referendum confirm unity, otherwise they would be dissolved and the component parts integrated into their respective forces.

##### 4.1 Elaboration On Joint/Integrated Units

###### a. Their Character:-

They should have a new character based on a common doctrine.

###### b. Their Functions:-

- I. They will be a symbol of national unity during the Interim Period.
- II. They will be a symbol of sovereignty during the Interim Period.
- III. They will participate in the defence of the country together with the two forces.
- IV. They will provide a nucleus of a post Interim Period future army of the Sudan should the vote of referendum confirm unity.
- V. They shall be involved in the reconstruction of the country.

###### c. Size and Deployment

The size and deployment of the Joint/Integrated Units throughout the Interim Period shall be as indicated below:-

- I. Southern Sudan: twenty four thousands (24,000)
- II. Nuba Mountains: six thousands (6,000).
- III. Southern Blue Nile: six thousands (6,000).
- IV. Khartoum: three thousands (3,000).

V. Eastern Sudan:-

- a. The redeployment of SPLA forces from Eastern Sudan to South of the South/North border of 1/1/1956 shall be completed within one (1) year from the beginning of the Pre-Interim Period.
- b. The parties shall discuss the issue of establishing Joint/Integrated Units.

**5. Command and Control of The Two Forces**

1. The Parties agree to establish a Joint Defence Board (JDB) under the Presidency, and shall be comprised of the Chiefs of Staff of the two forces, their deputies and any number of senior officers to be agreed to by the parties. It shall take its decisions by consensus and it shall be chaired alternately by the respective Chiefs of Staff.

**2. Functions of JDB**

The JDB shall perform the following functions :

- a. Co-ordination between the two forces.
- b. Command of the Joint/ Integrated Units.

**6. Common Military Doctrine**

The parties shall develop a common military doctrine as a basis for the Joint/Integrated Units, as well as a basis for a post Interim Period army of the Sudan, if the referendum vote is in favour of unity. The parties shall develop this common doctrine within one year from the beginning of the Interim Period. During the Interim Period, the training of the SPLA (in the South), the SAF (in the North) and the joint units (in both North and South) will be based on this common doctrine.

**7. Status of Other Armed Groups (OAGs) in The Country**

- a. No armed group allied to either party shall be allowed to operate outside the two forces.
- b. The Parties agree that those mentioned in 7(a) who have the desire and qualify shall be incorporated into the organized forces of either Party (Army, Police, Prisons and Wildlife forces), while the rest shall be reintegrated into the civil service and civil society institutions.

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- c. The parties agree to address the status of other armed groups in the country with the view of achieving comprehensive peace and stability in the country and to realize full inclusiveness in the transition process.

**8. National Security Organs and Police forces**

Structures and arrangements affecting all law enforcement organs, especially the Police, and National Security Organs shall be dealt with as part of the power sharing arrangements, and tied where is necessary to the appropriate level of the executive.

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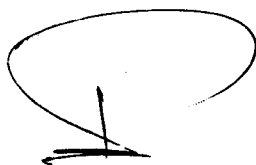
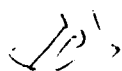
**ANNEXURE I**

**PERMANENT CEASEFIRE AND SECURITY**

**ARRANGEMENTS IMPLEMENTATION**

**MODALITIES AND APPENDICES**

*SIGNED AT NAIVASHA, KENYA ON 31<sup>ST</sup> DECEMBER 2004*





## **PREAMBLE**

**WHEREAS** the Government of the Sudan (GOS) and the Sudan People's Liberation Movement/Sudan People's Liberation Army (SPLM/SPLA) (the Parties) having met in Naivasha and Nairobi, Kenya, from 27<sup>th</sup> June, 2004 through 26<sup>th</sup> July, 2004 under the auspices of the Inter-Governmental Authority on Development (IGAD) Peace Process, and sought political guidance of the Fifth High Level Consultative Meeting convened in Nairobi, Kenya from 7<sup>th</sup> October 2004 through 15<sup>th</sup> October 2004, in respect of the issues related to permanent ceasefire and details of the security arrangements;

**RECOGNIZE** that a viable ceasefire can meaningfully be realized through adherence and commitment to the Machakos Protocol dated 20<sup>th</sup> July 2002, Agreement on Security Arrangements During the Interim Period, dated 25<sup>th</sup> September 2003, the Protocol on Power Sharing dated 26<sup>th</sup> May, 2004, Protocol on the Resolution of the Conflict in Southern Kordofan/Nuba Mountains and Blue Nile States dated 26<sup>th</sup> May 2004 and the Protocol on the Resolution of the Conflict in Abyei Area dated 26<sup>th</sup> May 2004;

**RECALL** the Memorandum of Understanding on Cessation of Hostilities (MOU-CH) between the GOS and SPLM/A signed on 15<sup>th</sup> October, 2002 and its addendum of 4<sup>th</sup> February 2003 that have ushered in periods of tranquility;

**AWARE** of the overwhelming support shown by the Sudanese people to the aforementioned six protocols that have resolved the outstanding issues of conflict in the Sudan, the irreversible peace process and the need for an expeditious conclusion of the Comprehensive Peace Agreement;

**REITERATE** their commitment to the final, just and comprehensive peace settlement, the security, welfare and stability of the Sudanese people within the framework of a true and sincere national reconciliation;

**MINDFUL** of the fact that other related international conventions such as Article 52 UN Charter on regional arrangements for dealing with matters relating to the maintenance of international peace and security as are appropriate for regional action, the provisions of Article 3 of the African Union Charter which, inter alia, guarantee all Member States the right to their sovereignty and territorial integrity are all critical to the peace process, if strictly adhered to;

**AWARE** of the fact that, Disarmament, Demobilization and Reintegration (DDR) of ex-combatants are crucial components for a secure and peaceful Sudan and commit themselves to credible, transparent and effective DDR processes which will support the ex-combatants' transition to a productive civilian life;

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

# PART I

## The Ceasefire Arrangements

### 1. General and Fundamental Provisions

- 1.1. The Parties agree that the national ownership of the peace process, political will, and continuous dialogue are indispensable elements for sustainable peace. They shall collaborate to observe and respect the ceasefire and resort to their own wisdom to contain and solve any problem that may arise;
- 1.2. The Parties shall always refrain from any act or acts that may in any way spoil the peace process. They shall unceasingly create and maintain a conducive atmosphere for peace and tranquility;
- 1.3. The Parties shall abide by good governance, democracy and foster civil society;
- 1.4. The Parties agree that inclusiveness is of the essence to this Agreement and shall engage the other armed groups and political forces to become part of the peace process, play a role thereto and contribute to the sustenance of this Agreement;
- 1.5. The Ceasefire Agreement shall ensure clarity by eliminating any room for ambiguity in all elements of the Ceasefire Agreement;
- 1.6. The Ceasefire Agreement shall guarantee the free movement of people, goods and services throughout Sudan;
- 1.7. The Parties shall, within the territorial jurisdiction of the Ceasefire Agreement, provide and share information and statistics on their troops strength, arms and military equipment and any other relevant information, among themselves and with the UN Peace Support Mission;
- 1.8. The Parties shall commit themselves to immediate release of prisoners of war (POWs) and as a gesture of national reconciliation release any other persons detained as a result of the war upon the endorsement of the Comprehensive Peace Agreement;
- 1.9. The Parties shall involve the International Committee of the Red Cross (ICRC) in the process of arranging the release of POWs and other persons detained as a result of the war;
- 1.10. The Parties shall commit themselves to render and facilitate humanitarian assistance through creation of conditions conducive to the provision of urgent humanitarian assistance to displaced persons, refugees and other affected persons and their right to return;
- 1.11. The Parties agree to inform the rank and file of their armed forces as a way of popularizing the Ceasefire Agreement;



- 1.12. The Parties shall commit themselves that all forces, troops under their respective command and forces allied and affiliated to them at all levels and rank and file shall fully ceasefire and stop hostilities;
- 1.13. The Parties shall endeavour to promote and disseminate peace culture and confidence building measures among and between the people as well as their forces as integral part of ceasefire arrangements and sustenance of the peace;
- 1.14. The Parties agree not to arm, train, harbour on their respective areas of control, or render any form of support to external subversive elements or internal armed groups;
- 1.15. Nothing in this Agreement shall in any way undermine the sovereignty and territorial integrity of the Sudan.

## 2. **Entry into Force**

The Ceasefire Agreement (hereinafter referred to as the Agreement or this Agreement) shall come into effect from the date of signature of the Comprehensive Peace Agreement (that day hereafter referred to as D-Day).

## 3. **Amendment of this Agreement**

This Agreement may only be amended by the Presidency upon recommendation of the Ceasefire Political Commission.

## 4. **The Parties of the Agreement**

The Parties to this Agreement shall be:

- 4.1. The Sudan Armed Forces (SAF), with all its formations and units; and
- 4.2. The Sudan People's Liberation Army (SPLA), with all its formations and units.

## 5. **Principles of the Ceasefire**

- 5.1. The Parties agree to a permanent ceasefire among all their forces with the broader objective of sustaining the Comprehensive Peace Agreement, promoting peace culture, reconciliation and confidence building;
- 5.2. The ceasefire shall uphold the following principles:
  - 5.2.1 Permanent cessation of hostilities between SAF and SPLA within 72 hours of the signature of the Comprehensive Peace Agreement.
- 5.3. The permanent cessation of hostilities shall include final termination of the following activities:

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- 5.3.1. Military activities including movement, reconnaissance, reinforcement, recruitment, draft, and military exercises other than those permitted by the Joint Defence Board (JDB). The JDB will inform the UN Peace Support Mission of permitted current and future activities;
- 5.3.2. Land, air, and river operations;
- 5.3.3. Laying of mines and other subversive activities;
- 5.3.4. Use of force against and abuse of civilians;
- 5.3.5. Replenishment of ammunition, weapons and other lethal or military equipment;
- 5.3.6. Hostile propaganda from inside or outside the country;
- 5.3.7. Occupation of new locations;
- 5.3.8. Any other actions that may impede the normal progress of the ceasefire process.

## 6. The Ceasefire Zone

The scope of the ceasefire shall be:

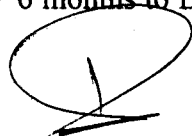
- 6.1. Southern Sudan, which shall be subdivided, for all the purposes of ceasefire and monitoring activities, into three areas of:
  - a) Bahr el Ghazal Area;
  - b) Equatorial Area;
  - c) Upper Nile Area.
- 6.2. Nuba Mountains Area;
- 6.3. Southern Blue Nile Area;
- 6.4. Abyei Area;
- 6.5. Eastern Sudan Area (Hamashkoreb, New Rasai, Kotaneb, Tamarat, and Khor Khawaga).

## 7. Duration and Calendar of Major Ceasefire Activities

7.1. Duration of the ceasefire shall be divided into four phases:

- 7.1.1 Phase I: The Pre-interim Period duration 6 months (D-day to D-day + 6 months) ceasefire activities shall start (as per attached lists), including the redeployment of SAF from the South to the North, the beginning of the Demobilization, Disarmament, Reintegration and Reconciliation (DDRR), the redeployment of SPLA forces from Eastern Sudan, the formation, co-location in training centres, training of the Joint/Integrated Units (JIUs) and the UN monitoring.
- 7.1.2 Phase II: First half of the Interim Period duration 36 months (D-day+ 6 months to D-day + 42 months). This phase shall cover the

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completion of deployment of the JIUs, redeployment of the SPLA forces from the Eastern Sudan to the South, redeployment of the SPLA forces from Nuba Mountains and Southern Blue Nile to the South and redeployment of SAF from the South to the North. The DDR activities shall continue. The negotiations on proportionate downsizing shall also start at this phase.

- 7.1.3 Phase III: Second half of the Interim Period duration 36 months (D-day + 42 months to D-day + 78 months). Continuation of DDR process, training and the monitoring process. Development of plans and modalities of transforming the JIUs into integrated ones.
- 7.1.4 Phase IV: Post Interim Period duration 6 months (D- day + 78 months to D-day + 84 months). Formation of Sudan National Armed Forces (SNAF) in case of unity or dissolution of JIUs in case of secession.

7.2. The Calendar of major ceasefire activities is agreed by the parties as per Appendix 2.

## 8. Disengagement

- 8.1. There shall be lines of disengagement according to the assembly areas, as specified in Appendix 1, and shall be adjusted by the monitors of the UN Peace Support Mission.
- 8.2. On the declaration of the ceasefire, the forces of the SAF, inclusive of their allied forces and the SPLA, inclusive of their allied forces, shall maintain their current positions.
- 8.3. All forces shall take defensive positions and be redeployed to assembly points within the first three months of the Pre-Interim Period according to the agreed timetable.
- 8.4. All forces shall be disengaged, separated, encamped in their assembly points, and redeployed subject to international monitoring arrangements.
- 8.5. The parties shall provide maps and sketches showing their current dispositions before the declaration of the ceasefire. Such maps and sketches shall include:
  - 8.5.1. Current dispositions including deployment and weapons sites.
  - 8.5.2. All necessary information about roads, tracks, passages, minefields, and command posts.
- 8.6. To safeguard against the menace and hazards posed by landmines and unexploded ordnance, the Parties agree that:
  - 8.6.1. The laying of mines, explosive devices or booby traps of whatever type shall be prohibited;
  - 8.6.2. The Parties and forces under their control shall promptly provide on D - day to the Ceasefire Joint Military Committee (CJMC) all known information concerning the locations and descriptions of

- all minefields, unexploded ordnance, demolitions, booby traps and any other physical or military hazards which could affect the safe movement of persons, within the ceasefire zones. The Parties shall also promptly produce a plan to mark and signpost any danger areas and initiate this plan according to agreed priorities. The Parties shall allow and facilitate cross-line de-mining activities, the repair and reopening of roads and the removal, dismantling or destruction of mines, unexploded ordnance and all other such hazards as described above immediately upon the signature of this Agreement;
- 8.6.3. The Parties and forces under their control shall promptly provide to the CJMC information concerning the stockpiles of Anti Personal Mines;
- 8.6.4. The Parties shall conduct de-mining activities as soon as possible, and in coordination with the UN Peace Support Mission with a view to create the conditions necessary for deployment of the UN Peace Support Mission and the return of displaced populations;
- 8.6.5. The UN Peace Support Mission, in conjunction with United Nations Mine Action Office, will assist the Parties' de-mining efforts by providing technical advice and coordination. The Parties shall, as necessary, seek additional de-mining assistance and advice from the UN Peace Support Mission;
- 8.6.6 The Parties shall establish by D Day + 30 Days two de-mining authorities (Northern and Southern) that shall work together and coordinate their de-mining activities and to work jointly in close cooperation with UN Mine Action Office;
- 8.7. Before the declaration of the ceasefire, the Parties shall present detailed lists of size and location of their forces in each area to United Nations Advanced Mission in Sudan (UNAMIS), subject by verification of the Verification and Monitoring Team (VMT) and Joint Military Commission (JMC) Nuba Mountains. Such lists shall be attached to the Comprehensive Peace Agreement.
- 8.8. Notwithstanding 8.7 above, the Parties shall present detailed lists of particulars of all troops to the Ceasefire Joint Military Committee (CJMC) or, pending the formation of the CJMC, to the VMT and JMC/Nuba. The lists shall be verified by the CJMC and/or the VMT and JMC, as the case may be, immediately after the declaration of the ceasefire.
- 8.9. The Parties agree and in collaboration with the UN Peace Support Mission to pull back all the weapons of effective range fire within the other Party's assembly areas.
- 8.10. The Parties shall provide detailed data on their inventories and stocks including different weapons and munitions, fuel oil and lubricants, etc., and their exact locations to CJMC or the VMT in the ceasefire zone. Such inventories shall be verified immediately after the declaration of the

ceasefire. The Parties shall agree on ways and means of monitoring such stocks and/or stores to make sure that they are no longer accessible to the Parties.

## 9. Permitted Activities

In view of negative consequences of war, the key principle that shall underpin permitted activities shall be to alleviate the effects of the war on the civilians and war-affected areas and to galvanize popular support for peace. Permitted activities shall therefore include:

- 9.1. De-mining and decommissioning of military hazards (this shall be done in collaboration with other bodies referred to in 8.6 herein, according to agreed timetables and mechanisms, and under UN monitoring);
- 9.2. Development activities to include opening of roads, rehabilitation of bridges and passages, railways, airports and airstrips, and lines of river navigation etc;
- 9.3. Humanitarian activities such as securing unimpeded access to humanitarian relief according to agreed regulations;
- 9.4. Socioeconomic activities such as assisting free movement of people, goods and services;
- 9.5. Free movement of unarmed soldiers in plain clothes who are on leave, medical referrals, or visiting their families;
- 9.6. Re-supply of armed forces lethal items as shall be deemed appropriate by the JDB and coordinated with UN Mission;
- 9.7. Supply of non-lethal items (food, water, medicine, fuel oils and lubricants, stationery, uniforms, etc.);
- 9.8. Training and Refresher training.
- 9.9. During the disengagement of forces, they shall not exercise any military activities except the following:
  - 9.9.1. Training and refresher training (UN Mission shall be informed of such training - location, duration and type); particularly the field training of platoon level and higher;
  - 9.9.2. Administrative movement (e.g. replenishment with non-lethal supplies or equipment);
  - 9.9.3. Medical evacuation.

## 10. Violations

10.1. The following acts shall constitute violations to this Agreement:

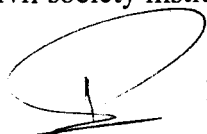
- 10.1.1. Any acts that may contravene this Agreement;
- 10.1.2. Unauthorized movement of troops;
- 10.1.3. Unauthorized recruitment, draft and/or mobilization drive;
- 10.1.4. Unauthorized replenishment of military equipment and supplies;
- 10.1.5. Hostile acts that may provoke confrontation;

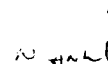
- 10.1.6. Violation of human rights, humanitarian law and obstruction of freedom of movement;
  - 10.1.7. Hostile propaganda and media warfare;
  - 10.1.8. Espionage, sabotage, and acts of subversion to undermine either party and/or the Agreement;
  - 10.1.9. Recruitment of child soldiers.
- 10.2 In event of any violation to provisions of this Agreement, the CJMC will determine appropriate disciplinary measures which may include, where appropriate, the following:
- 10.2.1. Publicizing or mentioning the parties that took part in the violations;
  - 10.2.2. Exposing or shaming the guilty or recommending severe punishment in event of grave violations;
  - 10.2.3. Recommend referral to civil, criminal trial procedures, or court-martial of individual or parties involved as applicable;
  - 10.2.4. The Parties agree to follow up on recommendations for disciplinary measures as proposed by CJMC.
- 10.3. The hostile propaganda as provided in sub-section 10.1.7 above shall be comprehensively monitored by CJMC as part of the ceasefire monitoring process;
- 10.4. Without prejudice to the freedom of press and media, the Parties agree to set up a Joint Media Committee upon signing of the Comprehensive Peace Agreement to establish guidelines for the media and press to enhance conducive environment for the smooth implementation of the ceasefire.
- 10.5. The Parties agree that any deadlock arising out of the implementation of the ceasefire shall be referred, as of last resort, to the Presidency for consideration and action after having exhausted all avenues of dispute management at all lower levels;

## 11. **Other Armed Groups**

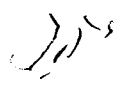
- 11.1. In accordance with Article 7 (a) of the Agreement on Security Arrangements, the Parties agree to expedite the process of incorporation and reintegration of armed groups allied to either Party, into their armed forces, other organized forces, the civil service and civil societal institutions.
- 11.2. The Parties agree to each setting up "Incorporation and Reintegration Adhoc Committee" to implement the provision of sub-section 11.1 above.
- 11.3. In accordance with the Framework Agreement on Security Arrangements during the Interim Period, no armed group allied to either party shall be allowed to operate outside the two forces. Other Armed Groups (OAGs) who have a desire and qualify shall be incorporated into the organized forces of either party (Army, Police, Prisons, and Wildlife Forces), while the rest shall be reintegrated into the Civil Service and civil society institutions.



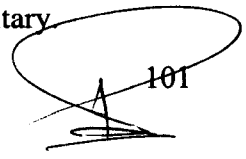
  
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- 11.4. The Parties agree to adopt a collaborative approach for handling OAGs and to establish by D day + 15 days an OAGs Collaborative Committee (OAGs CC) which shall comprise equal number of representatives from both parties (three each) and an independent observer from UN.
- 11.5. The OAGs CC shall, *inter alia*, perform the following functions:
- 11.5.1. Ascertain strength and armament conditions of all OAGs units which shall be verified by the VMT until UN monitors take over;
  - 11.5.2. Ensure freedom of choice for all OAGs personnel as to the party they so desire to be incorporated in;
  - 11.5.3. Ensure free and fair access of the parties to the OAGs;
  - 11.5.4. Supervise and review incorporation processes of both Parties;
  - 11.5.5. Provide a forum for the parties to exchange information and data on the OAGs as well as handling complaints that pertain to their incorporation process and their activities;
  - 11.5.6. Receive regular updates on the progress of the OAGs incorporation;
  - 11.5.7. Keep the Ceasefire Political Committee abreast on the progress of the OAGs incorporation;
  - 11.5.8. Monitor the DDR programme for the OAGs.
- 11.6. DDR programme for the OAGs shall be worked out by Southern Sudan DDR Commission (SSDDRC) by the end of the Pre-Interim Period with technical assistance from international experts. All integration options shall be open in that programme.
- 11.7. Upon signature of this Agreement, the process of incorporation of individual members of all other armed groups, who desire and qualify shall start as soon as possible into the ranks of either SAF or SPLA or integrated into organized forces (Police, Prisons and Wildlife Services), while the rest shall be reintegrated into the civil service or civil society institutions.
- 11.8. By D Day + 6 months, the OAGs Collaborative Committee after ascertaining the strength and armament conditions of OAGs units, shall ensure freedom of choice for all OAGs members to join either Party they so desire to be incorporated in, provided that no other armed groups shall continue to have a separate existence outside the command of either SAF or SPLA.
- 11.9. By D Day + 12 Months, the OAGs Collaborative Committee shall finish the incorporation process of OAGs members who desire and qualify into the armed forces of either Party and Police, Prisons, Wildlife Service and Civil Service.
- 11.10. When the incorporation process of OAGs referred to above in sub-section 11.9 is completed, the incorporated OAGs members shall not be allowed to decamp from one Party to the other nor to change from Police, Prisons, Wildlife and Civil Service to the military



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- 11.11. The Parties commit themselves, through OAGs Collaborative Committee and Incorporation and Reintegration of Adhoc Committees, to jointly brief all the OAGs about the Comprehensive Peace Agreement and their rights and obligations in the Agreement so as to ensure that they adhere to and respect all the provisions of the Agreement.
- 11.12. The Southern Sudan DDR Commission shall continue the reintegration process of the demobilized and disarmed members of OAGs into the civil service and civil society institutions in Southern Sudan, with a follow up of the OAGs Collaborative Committee.
- 11.13. The Parties shall not entertain, encourage, or permit reincorporation/defection of groups or individuals who were previously members or associated with any OAGs and have been incorporated into either party organized forces. Such act, if committed by either party, shall constitute a violation to sub-section 10.1.8 of this Agreement.

## 12. **Foreign Insurgency Groups**

- 12.1. The parties appreciate the threat and menace that the foreign insurgency groups pose on the security and stability of the Sudan and neighboring countries.
- 12.2. The parties have resolved to end the presence of the foreign insurgency groups on the Sudanese soil;
- 12.3. The parties shall work together to disarm, repatriate or expel these groups as soon as possible.

## 13. **Verification, Monitoring, Complaints and Obligations**

- 13.1 The structure and levels of monitoring and verification of the implementation of this Agreement shall be as follows:
- 13.1.1. Ceasefire Political Commission (CPC)
  - 13.1.2. Ceasefire Joint Military Committee (CJMC)
  - 13.1.3. Area Joint Military Committee (AJMC)
  - 13.1.4. Joint Military Teams (JMTs)

## 14. **The Ceasefire Political Commission (CPC)**

- 14.1 The CPC shall be answerable to the Presidency;
- 14.2 The CPC shall be a political decision making body composed of:
- 14.2.1. One senior political representative from each Party;
  - 14.2.2. One senior officer each from SAF and SPLA;
  - 14.2.3. Special Representative of UN Secretary General or his deputy;

- 14.2.4. Senior Security officer (after the establishment of National Security Service);
- 14.2.5. One Legal advisor from each Party;
- 14.2.6. Representative of Intergovernmental Authority on Development (IGAD) (observer);
- 14.2.7. Representative of IGAD Partner's Forum (IPF) (observer);

14.3. The CPC chair shall be rotational between the Parties;

14.4. The CPC shall reach its decisions by consensus of the Parties;

14.5. The mandate and functions of the CPC shall be to:

- 14.5.1. supervise, monitor and oversee the implementation of this Agreement;
- 14.5.2. complete negotiating any operational details as shall be necessary;
- 14.5.3. sound the Parties to rise up to their obligations in this Agreement;
- 14.5.4. update the Parties on the progress of the ceasefire implementation;
- 14.5.5. co-ordinate with other relevant national and international bodies;
- 14.5.6. settle deadlocks arising out from the ceasefire implementation as reported by the CJMC and refer the unresolved ones to the Presidency;
- 14.5.7. provide disciplinary measures for violations;
- 14.5.8. provide a political forum for continuous dialogue between the Parties and the international community;
- 14.5.9. foster confidence building between the Parties;
- 14.5.10. Update the IGAD, IPF, African Union (AU) and the United Nations periodically on the process of the ceasefire implementation as deemed necessary;
- 14.5.11. propose amendments in the Agreement to the Presidency.

**14.6. Ceasefire Joint Military Committee (CJMC)**

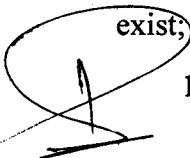
- 14.6.1. The CJMC shall be answerable to the CPC and shall oversee the activities of AJMC;
- 14.6.2. The CJMC shall be located in Juba;
- 14.6.3. The CJMC shall be a military decision making body and shall be composed of:
  - 14.6.3.1. The Force Commander of the UN Monitoring Mission (Chair),
  - 14.6.3.2. The Deputy Force Commander from countries acceptable to the Parties. Considering that the official working languages in Sudan are Arabic and English;
  - 14.6.3.3. Three officers from SAF with ranks not less than Colonel;
  - 14.6.3.4. Three senior officers from SPLA;



- 14.6.3.5. Officer in charge of National Security at that level;
- 14.6.3.6. One senior police officer at the level of Southern Sudan.
- 14.6.4. The CJMC shall reach its decisions by consensus of the Parties and shall establish its own internal regulations;
- 14.6.5. The CJMC shall have the following functions:
  - 14.6.5.1. Oversee compliance of the Parties to their obligations under this Agreement;
  - 14.6.5.2. Coordinate planning, monitoring and verification of the implementation of this Agreement;
  - 14.6.5.3. Facilitate liaison between the Parties;
  - 14.6.5.4. Coordinate monitoring and verification of disengagement, disarmament and redeployment of the forces as agreed upon in this Agreement;
  - 14.6.5.5. Check on the conduct of the military forces;
  - 14.6.5.6. Specification of current locations of troops as of the D Day;
  - 14.6.5.7. Monitoring troop strength, stocks of arms, ammunitions and other war-related equipment;
  - 14.6.5.8. Coordination and monitoring of permitted military movement and itineraries thereof;
  - 14.6.5.9. Receiving and verifying unresolved violations, disputes and complaints and rule on them;
  - 14.6.5.10. Serving as a channel of communication between the Parties;
  - 14.6.5.11. Inspection of replenishment of supplies to the forces;
  - 14.6.5.12. Supervision of demining activities, decommissioning of unexploded ordnance and other form of military hazards;
  - 14.6.5.13. Dissemination of information about this Agreement;
  - 14.6.5.14. help Parties in disarming and reintegrating armed groups;
  - 14.6.5.15. monitor and verify the disarmament of all Sudanese civilians who are illegally armed;
  - 14.6.5.16. be responsible for executing peace support operations in collaboration with VMT, JMC and CPMT, until the deployment of the UN monitors; after which the roles of the latter shall cease to

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- 14.6.6. Decisions reached by the CJMC shall be communicated down through the individual chains of command and reported up to the CPC.
- 14.6.7. Subject to the timing of different activities specified in the Agreement on Security Arrangements, the CJMC may readjust on practical considerations the timing of activities or obligations related to ceasefire including redeployment North and South of the 1956 North-South border and activities referred to in sub-section 8.7 herein.
- 14.6.8. The CJMC shall compile necessary cartographical and mapping references which, once agreed to by the Parties, shall be used for the purposes of monitoring the implementation of this Agreement. However, such cartographical and mapping references shall have no bearing whatsoever on the subsequent delineation of the 1/1/1956 North/South border by the adhoc border commission that the Parties will set up as part of the Agreement on Implementation Modalities.
- 14.6.9. The CJMC shall be entitled to move freely throughout the Ceasefire Zone.

#### 14.7 Area Joint Military Committee (AJMC)

14.7.1 The AJMC that shall be established in Juba, Malakal, Wau, Kadugli, Abyei, Damazien or Kurmuk, and shall be composed as follows:

- 14.7.1.1 The most senior UN Officer in the Area, Chairperson;
- 14.7.1.2 Equal number of senior officers from SAF and SPLA;
- 14.7.1.3 UN monitors.

14.7.2 AJMC shall be established in Kassala or Hamashkoreb in Eastern Sudan to monitor and verify the redeployment of SPLA forces as provided in sub-section 4 (c)(v)(a) of Agreement on Security Arrangements;

14.7.3 The AJMC shall be charged with the following functions:

- 14.7.3.1 monitor and verify alleged violations and resolve disputes;
- 14.7.3.2 report periodically and refer unresolved complaints to CJMC;
- 14.7.3.3 Liaise and share information with the Security Committee in the designated area;

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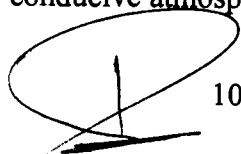
#### 14.8 **Joint Military Teams (JMTs)**

- 14.8.1. JMTs shall be the lowest operating unit of the ceasefire monitoring mechanism;
- 14.8.2. JMTs shall be established and designated by the AJMC at that level;
- 14.8.3. A JMT shall be composed of UN senior officer at that level, international monitors, equal number of officers from SAF and SPLA.
- 14.8.4. JMTs shall conduct regular patrols and visits throughout their respective areas to prevent violations, preserve the ceasefire, and assist in building confidence.
- 14.8.5. JMTs shall monitor, verify and report alleged violations to the appropriate AJMC.

#### 15. **UN Peace Support Mission**

- 15.1. The Parties agree to request the United Nations to constitute a lean, effective, sustainable and affordable UN Peace Support Mission to monitor and verify this Agreement and to support the implementation of the Comprehensive Peace Agreement as provided for under Chapter VI of the UN Charter;
- 15.2. The Parties call upon the international community to provide technical and financial assistance, given the financial constraints of GOS and particularly the nature and structure of SPLA, to expedite the implementation of the ceasefire activities.
- 15.3. International monitoring shall be carried out by UN, considering that the official working languages in Sudan are Arabic and English, who may make the use of the services of UN protection unit. The size of the UN Peace Support Mission, including any UN force protection element, shall be determined by the UN in consultation with the Parties.
- 15.4. For the purpose of monitoring activities related to the ceasefire, the international monitors shall have unrestricted access in accordance with a Status of Forces Agreement (SOFA), which shall be concluded with the United Nations as soon as possible. Such SOFA shall contain the provisions agreed to by the Parties with the United Nations immediately following the conclusion of the Comprehensive Peace Agreement.
- 15.5. The parties agree that the presence and size of the UN peace support mission shall be determined by the implementation time table of this Agreement (disengagement, disarmament, redeployment, etc) and shall gradually phase out with successful implementation of the time tables, increased confidence building, and commitment of the parties towards the implementation of this Agreement.
- 15.6. The Parties agree to request the UN to provide cultural orientation to all its members to create conducive atmosphere for respect and better understanding of

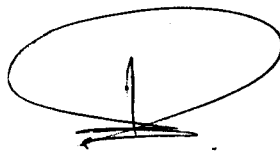
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social values and cultures so as to ensure effective implementation of this Agreement;

- 15.7. The Parties undertake to respect the exclusively international nature of the UN Peace Support Mission as in terms of flag, vehicle markings, communication, travel and transport, privileges and immunities, facilities, provisions, supplies, services, sanitary arrangements, recruitment of local personnel, currency, entry, residence, departure, uniform, arms, permits and licences, military police, arrest, transfer of custody, mutual assistance, jurisdiction, deceased members and settlement of disputes;
- 15.8. SAF and SPLA members of AJMCs and JMTs shall have the right to participate in verification and monitoring missions, however in case of failure of either or both Parties to participate, the mission shall still continue with its verification and monitoring tasks.
- 15.9. The Verification and Monitoring Team (VMT), the Joint Military Commission (JMC) in Nuba Mountains and the Civilian Protection Monitoring Team (CPMT) shall continue performing their duties, under operational control of the UN Mission, according to their present and/or expanded mandate, fill the gap and carry out duties as shall be entrusted to them by the Parties until the UN Mission is operational, after which their roles shall cease to exist.



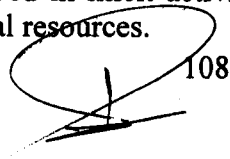
## PART II

### The Armed Forces

#### 16. Military Mission and Mandate

- 16.1. Without prejudice to the provisions of sub-sections 1 (b) and 4.1(b) of the Agreement on Security Arrangements, the mission and mandate for Sudan Armed Forces (SAF), Sudan People's Liberation Army (SPLA) and the Joint/Integrated Forces within their respective areas of deployment during the interim period shall clearly be specified within the first year of the interim period by the Joint Defence Board subject to the approval of the Presidency.
- 16.2. Without prejudice to sub-section 16.1 above, the Sudanese Armed Forces (SAF), the Sudan People's Liberation Army (SPLA) and the Joint/Integrated Units (JIUs) shall be charged with the mission of defending the sovereignty and territorial integrity of the Sudan during the Interim Period.
- 16.3. The two Armed Forces and the JIUs shall be regular, professional, and non-partisan armed forces. They shall respect the rule of law and civilian government, democracy, basic human rights, and the will of the people.
- 16.4. As per Article (1) (b) and (4) (b) (III) of the Agreement on Security Arrangements, the Armed Forces (SAF, SPLA and JIUs) shall undertake the responsibility of the defence of the country against threats in their areas of deployment pending appropriate decision from the JDB.
- 16.5. The involvement of the Armed Forces as defined in sub-section 16.4 above, in constitutionally specified emergencies, shall be determined in the Interim Constitution.
- 16.6. The Parties shall jointly develop a code of conduct for the members of all armed forces based on the common military doctrine that shall be developed as stipulated for in section 6 of the Agreement on Security Arrangements.
- 16.7. The elements of the code of conduct provided for in sub-section 16.6 above shall:
  - 16.7.1. be informed by the provisions of sub-section 16.2 above;
  - 16.7.2. make a clear distinction between the military functions from partisan political functions;
  - 16.7.3. make repudiation that such forces can be used as agency of physical intimidation of the civilian population;
  - 16.7.4. make a clear distinction between military mandate from the policing mandate during ceasefire period;
  - 16.7.5. make clear that all members of armed forces shall not be involved in illicit activities that may affect the environment and natural resources.

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17. **The Joint Defence Board (JDB)**

- 17.1. The JDB shall be composed and structured on parity basis and take its decisions by consensus. It shall be composed of the Chiefs of Staff of SAF and SPLA, their deputies and four senior officers from each Party.
- 17.2. The JDB shall exhibit a characteristic of well-functioning body capable of timely response to tasks and situation.
- 17.3. The JDB shall have a Technical Committee to be formed from four senior officers from both sides.
- 17.4. The Technical Committee shall undertake the duty of coordination between the two forces and resolve different problems that may ensue. It shall report regularly to the JDB in all ordinary and extraordinary sessions.
- 17.5. The two Commanders in Chief shall appoint the Commander and the deputy commander of the JIUs who shall be ex officio members of the JDB.
- 17.6. In the event of any external or internal threat, the JDB shall, subject to section 16.2 above, decide on how to address the situation. The JDB shall decide whether all forces, the JIUs or either force (SAF and SPLA) shall handle the threat alone or collectively. The JDB may also decide on the appropriate support and reinforcements that other forces shall lend to the forces facing direct threat and aggression. In a joint operation, JDB shall determine lead HQS for that operation.
- 17.7. The JDB shall be entrusted to work out a comprehensive framework for confidence building. Confidence building measures between the SAF and SPLA may include exchanging visits, organizing cultural and sport events, convening of joint training courses, and participating in national and religious celebrations and any other activities that shall help in building confidence.
- 17.8. The JDB shall form a committee to lay down the principles of the future Sudan National Armed Forces, should the result of the referendum on self-determination confirm unity.
- 17.9. At the earliest opportunity, appointed representatives of SAF and SPLA will determine, taking into account point 17.1 of this Agreement, a staff structure in support of JDB command. They will calculate a budget and recommend how it is be resourced.

**18. Redeployment**

- 18.1. The line of redeployment of SAF and SPLA shall be South/North Border of 1/1/1956 as came in Article 3 (b), in the Agreement on Security Arrangements during the Interim Period signed on 25<sup>th</sup> September, 2003.
- 18.2. SAF commits to redeploy its forces as per Article 3 (b) of the Agreement on Security Arrangements to the North of South/North border of 1/1/1956 beginning from the Pre Interim Period according to the following steps:
- a) Step I: Reduction by seventeen percent (17%) by D-day + 6 months;
  - b) Step II: Reduction by fourteen percent (14%) by D-day + 12 months;
  - c) Step III: Reduction by nineteen percent (19%) by D-day + 18 months;
  - d) Step IV: Reduction by twenty-two percent (22 %) by D-day + 24 months;
  - e) Step V: Complete redeployment of the remainder twenty-eight percent (28%) by D-day + 30 months.
- 18.3. SPLA commits to redeploy its forces pursuant to Article 3 (c) and Article 4 (c) (V) (a) of the Agreement on Security Arrangements as detailed below.
- 18.4. The SPLA forces in the eastern Sudan shall be redeployed to the south of North/South border of 1/1/1956 beginning from pre-interim period according to the following steps:
- a) Reduction by thirty percent (30%) by D-day + four months.
  - b) Reduction by fourty percent (40%) by D-day+ 8 months.
  - c) Complete redeployment of the remainder thirty percent (30%) by D-day 12 months.
- 18.5. The SPLA shall complete redeployment of its excess forces from Southern Blue Nile and Southern Kordofan/Nuba Mountains within six months of the deployment of the JIUs in those areas.
- 18.6. Without prejudice to the Agreement on the Security Arrangements and the right of Sudan Armed Forces (SAF) Command to deploy forces all over North Sudan as it deems fit, SAF troop levels in Southern Kordofan/Nuba Mountains and Blue Nile during the Interim Period shall be determined by the Presidency.
- 18.7. After the JIUs deployment in Abyei, all other forces shall be redeployed outside the area. However, the size JIUs Battalion in Abyei shall conform to JIUs organizational standards according to the Protocol between the Government of Sudan and the Sudan People's Liberation Movement on the Resolution of the Conflict in Abyei Area of 26<sup>th</sup> May, 2004.

19. **Optimal Size of the Armed Forces**

After the Completion of SAF redeployment to the North the parties shall begin the negotiations on proportionate downsizing. Nonetheless, the parties shall allow voluntary demobilization, demobilization of non-essentials (child soldiers and elderly, disabled) during the first year of Interim Period.

20. **The Status of Joint Integrated Units**

- 20.1. There shall be formed Joint/Integrated Units (hereinafter referred to as JIUs) during the pre-interim and the interim period from the SAF and the SPLA. This shall form the nucleus of the future Sudanese National Armed Forces (SNAF) should the result of the referendum on the right of self-determination for the people of Southern Sudan confirm unity of the country.
- 20.2. If the result of the referendum is in favour of secession of the South from the North, the JIUs shall dissolve with each component reverting to its mother Armed Forces to pave the way for the formation of the separate Armed Forces for the emerging states.
- 20.3. Notwithstanding sub-Sections 20.10.1, 20.10.2, 20.10.3, 20.10.4, and 20.10.5, formation, training, tasking and deployment of JIUs formations and sub-formations shall be completed not later than D-day + 21 months.
- 20.4. At the initial stage of the formation of the JIUs, SAF component shall be liable to relief "after two years of deployment". Nonetheless, they shall be locked-in by D-day + 33 months.
- 20.5. At the inception, the JIUs shall remain in their joint form. However, the process of full integration shall be completed by D-day + 52 months.
- 20.6. The JIUs as per Agreement on Security Arrangements shall fall under the command of the Joint Defence Board (JDB). Nevertheless, the two Commanders-in-Chief shall appoint the commander and deputy commander for the JIUs as the highest level who shall, by virtue of their positions, be members of the JDB. They shall oversee routine command matters of the JIUs in accordance to authority conferment by the JDB.
- 20.7. The JIUs command shall be exercised on parity basis between SAF and the SPLA officers with alternation of roles at the uppermost and other levels of command.
- 20.8. The JIUs personnel shall be treated equally. There shall be uniformity in welfare, salaries, emoluments, pensions rights, supplies, armament, and equipment.

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- 20.9. The Parties have further discussed the issue of establishing JIUs in Eastern Sudan and have decided to continue discussing the issue during the Interim Period and resolve it as they deem fit.

#### **20.10 Training of the Joint Integrated Units**

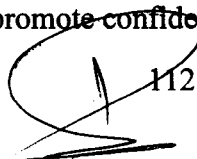
- 20.10.1. Both Armed Forces (SAF and SPLA) shall complete selection and organization of officers, Non-Commissioned Officers (NCOs) and men for the JIUs within three months from the beginning of the Pre-Interim Period.
- 20.10.2. Notwithstanding sub-section 20.3 above, the JIUs components from both Parties shall be formed within three months from the Pre-Interim Period and co-locate in their various training centres to be trained for not less than six months after which they shall be tasked and deployed.
- 20.10.3. There shall be developed as soon as practicable a joint doctrine, code of conduct, as well as disciplinary laws, regulations, and standing operating procedures to govern the JIUs general training policies, programmes, disciplinary scopes and behavioral patterns.
- 20.10.4. In view of special status of Khartoum and Juba, the JIUs Command shall allot tasks to the JIUs contingents that shall be deployed to these cities by the end of the Pre-Interim Period after completion of initial joint training session that shall not exceed three months. Nonetheless, the JIUs command shall organize further training sessions for these contingents in accordance to JIUs training policy and programmes.
- 20.10.5. The parties shall appeal to the international community to render additional technical, material and financial support to assist in forming and training the JIUs.

#### **20.11. JIUs Command and Control**

The JIUs Headquarters is under command of JDB and shall be located in Juba. The JIUs command shall perform among other things, the following duties and responsibilities:

- 20.11.1. Command of the JIUs formations and units;
- 20.11.2. Promotion of mutual cooperation between the JIUs, SAF and SPLA at all command levels;
- 20.11.3. Coordination of supply and replenishments plans with the JDB;
- 20.11.4. Implementation of the JDB plans, policies, programmes and directives pertaining to the JIUs;
- 20.11.5. Appointment and transfer of JIUs officers within the discretion of the JIUs command;
- 20.11.6. Create and promote confidence building measures;

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- 20.11.7. Development and execution of training programmes for the JIUs;
- 20.11.8. Coordination with the CPC;
- 20.11.9. Resolution of disputes that may arise within the JIUs jurisdiction.

20.12. The JIUs Commanders shall exercise the following authority/responsibility:

- 20.12.1. Command and control of JIUs in their respective areas of command;
- 20.12.2. Implementation of and compliance with the directives of the JIUs Higher Headquarters;
- 20.12.3. Implement confidence building policies of the higher headquarters as well as create and promote confidence building measures within their power as shall be desirable;
- 20.12.4. Development and execution of training programmes within their command jurisdiction;
- 20.12.5. Performance of any other duties that may be conferred upon them by the higher headquarters.

20.13. The JIUs Composition and Organization

20.13.1 Composition

- 20.13.1.1. The JIUs shall initially be formed from SAF and SPLA, out of their ground forces;
- 20.13.1.2. By D-Day + 12 months, SPLA nominated personnel shall commence training in the service arms of the Airforce, Navy and Air Defence, so as to make available SPLA contribution to the JIUs Service Arms which shall be established as per sub-section 20.13.1.3 below;
- 20.13.1.3. By D-Day+36 months, the first JIUs service arms unit shall be established, others shall follow according to the graduation of qualified SPLA JIUs personnel as determined by the JDB, further training may continue according to the needs as may be decided by the JDB;
- 20.13.1.4. SAF component of the JIUs service arms shall be nominated and assigned as soon as the SPLA component of JIUs service arms is trained and graduated;
- 20.13.1.5. JIUs Service Arms of the Airforce, Navy and Air Defence shall be part of the overall number of forces of the JIUs already agreed to by the Parties.

20.13.2 Organization

- 20.13.2.1. The higher JIUs formation shall be division (see organizational structure attached as appendixure 3). Thus, there shall be formed five JIUs division and one independent brigade as follows:

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- a) 1<sup>st</sup> Infantry Division which shall have a total strength of 9000 officers, NCOs and men and shall be deployed in Equatoria area.
- b) 2<sup>nd</sup> Infantry Division which shall have a total strength of 8000 officers, NCOs and men and shall be deployed in Upper Nile area.
- c) 3<sup>rd</sup> Infantry Division which shall have a total strength of 7000 officers, NCOs and men and shall be deployed in Bahr el Ghazal area.
- d) 4<sup>th</sup> Infantry Division (unlike the other divisions, both 4<sup>th</sup> and 5<sup>th</sup> Infantry divisions are under-strength divisions) which shall have a total strength of 6000 officers, NCOs and men and shall be deployed in southern Blue Nile.
- e) 5<sup>th</sup> Infantry Division which shall have a total strength of 6000 officers, NCOs and men and shall be deployed in southern Kordofan/Nuba Mountains.
- f) Independent Brigade which shall be deployed in Khartoum with the total strength of 3000 officers, NCOs and men.

20.13.2.2. There shall be formed a JIU Infantry Battalion (Inf. Bn.) for Abyei Area whose strength shall be in accordance with JIUs standards. It shall be deployed in Abyei area and attached to 3<sup>rd</sup> Infantry Division.

20.13.2.3. Infantry brigades, of not more than 3000 troops each, to compose of:

- i. Brigade Command;
- ii. Brigade HQ Company;
- iii. Two to four infantry Battalions;
- iv. Armored, artillery, engineering, transport, signal and medical corps.

20.13.2.4. The infantry battalion shall compose of:

- i. Battalion Command;
- ii. Battalion HQ Company;
- iii. Two to four infantry companies;
- iv. Support Company.

20.13.2.5. JIUs battalion shall be formed of two SAF companies and two SPLA companies, whereas the HQs Company and the support company shall be mixed. The size of the forces in each locality shall not exceed one infantry battalion.

## 20.14 JIUs Detailed Deployment

### 20.14.1. First JIUs Infantry Division – Equatoria

- a) Division Headquarters: Juba town.

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- b) Juba Brigade Headquarters: Juba town.
- c) Subunits deployment: Around Juba town.
- d) Torit Brigade Headquarter (+) Inf Bn: Torit town.
- e) Subunit Deployment: Kapoeta, Yei, and Jabor.
- f) Maridi Brigade Headquarters (+) Inf Bn: Maridi town.
- g) Subunits deployment : Mondari, Yambio, Tombara.

#### 20.14.2. Second Infantry Division - Upper Nile

- a) Division Headquarters: Malakal town.
- b) Malakal Brigade Headquarters (+) two Inf Bns: Malakal town.
- c) Subunits deployment: Nasir, Bounj and Malut.
- d) Bentiu Brigade headquarters (+) Inf Bn: Bentiu town.
- e) Subunits deployment: Pariang, and Bor.

#### 20.14.3. Third Infantry Division - Bahr el Ghazal

- a) Division Headquarters: Wau town.
- b) Wau Brigade headquarters (+) two Inf Bns: Wau town.
- c) Subunits deployment: Tonj, Rumbek, and Shambe
- d) Aweil Brigade headquarters (+) two Inf Bns: Aweil town.
- e) Subunits deployment: Raja, Gogrial.
- f) Abyei Area Independent Battalion attached.

#### 20.14.4. Fourth Infantry Division - Southern Blue Nile

- a) Division Headquarters: Dindiro town.
- b) Dindiro Brigade headquarters (+) Bde Hqs (+) one Inf Bn: Dindiro.
- c) Subunits deployment: Kurmuk, Geizan, Ulu.
- d) Takamol Brigade headquarters (+) one Inf Bn: Takamol.
- e) Subunits deployment: Damazin, Umdarfa'a, Menza.

#### 20.14.5. Fifth Infantry Division - Nuba Mountains

- a) Division headquarters (+) one Inf Bn: Kadugli town.
- b) Kadugli Brigade headquarters: Heiban.
- c) Subunits deployment: Heiban, El Buram, Talodi.
- d) Deleng Brigade headquarters (+) one Inf Bn: Deleng town.
- e) Subunits deployment: Jebel Eried, Julud, Um Sirdibba.

#### 20.14.6. Khartoum Independent Brigade

There shall be one JIUs Brigade in Khartoum that shall be deployed with the Republican Guard in Soba. The VIP Protection Force is located according to the Presidential Unit, and Capital Security Force in Jebel Awlia'a.

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- 20.14.7. The Parties agree that the JIUs shall protect the oilfields as provided in sub-section 20.14.2 and the oil installations shall be demilitarized. In case of any threat to the oil installations, the JDB shall decide on the appropriate and necessary measures.

## 21. Funding of the Armed Forces

- 21.1. During the Interim Period, SAF forces and JIUs shall be funded by the National Government, whereas the SPLA forces shall be funded by the Government of Southern Sudan, subject to the principle of proportional downsizing as per Security Arrangements Protocol and the approval of Southern Sudan Legislature. To meet this obligation, the Government of Southern Sudan shall raise financial resources from both local and foreign sources and seek international assistance. These financial resources shall be channeled through the Bank of Southern Sudan and managed according to the principles of Wealth Sharing Protocol.
- 21.2. The elected National Legislature during the Interim Period shall review and finally resolve the issue of the funding of the Sudan National Armed Forces (SNAF) so as to make unity of the Sudan an attractive choice in the referendum on self-determination by the people of Southern Sudan, and to create sound basis for the formation of the future army of the Sudan that shall be composed from the Sudanese Armed Forces (SAF) and the Sudan People's Liberation Army (SPLA) and the JIUs, should the result of referendum on self-determination confirm unity.

## 22. Policing Issues and Domestic Security

- 22.1. In order to facilitate the removal and withdrawal of the military and paramilitary forces from areas where they were previously located and in order to return societal order and harmony, in accordance with the law, in compliance with national and international acceptable standards and with accountability to the Courts and civil Administration, the police at the appropriate level during the ceasefire shall:
- 22.1.1. Maintain law and public order;
  - 22.1.2. Ensure safety and security of all people and their property;
  - 22.1.3. Prevent and detect crimes.
  - 22.1.4. Assist returning refugees, the displaced and other returnees to start a normal, stable and safe life in their respective communities;
  - 22.1.5. Provide national service ( such as nationality, civil registry, identity documents (IDs), passports etc.) and other police services and make them available to all citizens in their locations;
  - 22.1.6. Protect VIPs in collaboration with other security agencies;
  - 22.1.7. Preserve natural resources;
  - 22.1.8. Combat illicit trafficking in narcotics, drugs and illegal

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- trade in firearms and other organized and transboundary crimes in the area;
- 22.1.9. Control illegal presence and movement of aliens in the area;
- 22.1.10. Collect data and information on criminal matters that threaten implementation of the peace agreement in the area.
- 22.1.11. Remove the need for the deployment of military and para-military forces in villages, communities and city streets;
- 22.1.12. Combat corruption at all levels of government and civil society; and
- 22.2. In order to strengthen the effective implementation of this Agreement, the National Police may assist, as required, other police at all levels to establish and promote police service at that level;
- 22.3. The police shall cooperate and participate in the entire process of ceasefire implementation;
- 22.4. The Parties agree that the police in the territorial jurisdiction of the ceasefire shall assume their normal functions and activities, particularly in the areas where military and para-military forces had previously assumed their functions;
- 22.5. The Parties call upon the international community to assist in the areas of training, establishment and capacity building of police and other law enforcement agencies for the sustenance of peace and rule of law;
- 22.6. The Parties recognize the need for cooperation and coordination mechanism between the national police and other law enforcement agencies at all levels with regards to the implementation of this Agreement.

## PART III

### Demobilization, Disarmament, Re-Integration and Reconciliation

#### 23. Objectives

- 23.1 The overarching objective of the DDR process is to contribute to creating an enabling environment to human security and to support post-peace-agreement social stabilization across the Sudan, particularly war affected areas.
- 23.2 The DDR programme shall take place within a comprehensive process of national reconciliation and healing throughout the country as part of the peace and confidence building measures.

#### 24. Guiding Principles

- 24.1 In implementing the DDR programme the Parties agree that the implementing organs shall be guided by the following common principles:
- 24.2. The national ownership of the process and that the capabilities of the National Institutions shall be built to effectively lead the overall DDR process; for this purpose efficient planning, implementation and supervisory institutions shall be established to operate as soon as possible.
- 24.3. That the DDR process in the Sudan shall be led by recognized state institutions and international partners shall only play a supportive role to these institutions. The process shall be sustained through cooperation and coordination with local NGOs and active support from the international community by facilitating and extending material and technical assistance throughout the entire DDR process and the transition from war to peace.
- 24.4. That no DDR planning, management or implementation activity shall take place outside the framework of the recognized interim and permanent DDR institutions referred to in paragraphs 25.1 and 25.2. hereunder.
- 24.5. Fairness, transparency, equitability and consistency for determining the eligibility of ex-combatants targeted for assistance.
- 24.6. Ex-combatants shall be treated equitably irrespective of their previous military affiliations; as well, they shall be empowered by provision of training and information to voluntarily choose their path to reintegration. The reintegration process shall be community based and equally benefits returnees and local communities.
- 24.7. That the DDR is mostly a civilian process although the military input is vital. While disarmament and demobilization are mainly military, the civilian efforts in

reintegration are paramount, particularly with reference to decisions of methodology and organization. The military will have input but the decisions and implementation of such programmes are the responsibility of the relevant institutions created for this purpose.

- 24.8. The DDR programme shall be gender sensitive and shall encourage the participation of the communities and the civil society organizations with the view to strengthening their capacities to play their role in improving and sustaining the social and economic reintegration of former combatants.
- 24.9. The demobilization of all child soldiers within six months of the signature of the Comprehensive Peace Agreement.
- 24.10. The identification and registration within six months from the signature of the Comprehensive Peace Agreement of all children separated from their families for family tracing and ultimate reunification;
- 24.11. UNICEF, ICRC and other international organizations are called upon to assist in the child component of the DDR in the Sudan;
- 24.12. That adequate financial and logistical support shall be mobilized by the international community including governments, governmental agencies, humanitarian organizations and non-governmental organizations (NGOs).
- 24.13. The observance of a high level of transparency and accountability with respect to the DDR programmes financial management.
- 24.14. The maintenance of an appropriate and optimal degree of flexibility to respond to the emerging needs on the ground in a timely manner.

## 25. **DDR Institutions**

- 25.1. To realize the best objective of the DDR process in the entire country, and to avoid any possibilities of relapsing into war, the Parties state their dedication to undertake timely steps to establish the following institutions to plan, manage and implement the DDR programmes:
  - 25.1.1. The National DDR Coordination Council (NDDRCC), with the prime responsibility of policy formulation, oversight, review, coordination and evaluation of the progress of the Northern and Southern Sudan DDR commissions referred to in 25.1.2 hereunder. The NDDRCC shall be appointed by and accountable to the Presidency.
  - 25.1.2. The Northern Sudan DDR Commission (NDDRC) and the Southern Sudan DDR Commission (SDDRC) shall be mandated to design, implement and manage the DDR process at the northern and southern sub-national levels respectively.
  - 25.1.3. The State DDR commissions shall be entrusted with the responsibility of implementation of the programmes at the state and local levels.



25.2. Until the aforementioned institutions are established the Parties agree to put in place Interim DDR bodies to:

- 25.2.1. Act as bases for the future Sub-National DDR institutions established in 25.1 above.
- 25.2.2. Coordinate and prepare detailed DDR proposals.
- 25.2.3. Commence technical discussion with international donors and agencies regarding partnership and funding requirements and modalities for the DDR implementation programmes.
- 25.2.4. Coordinate with the UN-DPKO mission on issues pertaining to DDR.
- 25.2.5. Prepare draft operational proposals for DDR programmes.
- 25.2.6. Prepare to establish formal DDR capacity building and facilitate training in DDR through seminars, workshops and study tours.
- 25.2.7. Coordinate joint DDR preparatory activities.
- 25.2.8. Prepare in collaboration with the international actors data collection, including socio-economic surveys in the areas where the DDR programmes will be implemented and undertake needs assessment to provide data on target groups.

## 26. Previous Contractual Obligations

Recognizing that both Parties have existing contractual arrangements with international organizations and agencies related to DDR, the Parties agree:

- 26.1. To commence a process of negotiations with these agencies and organizations to close down and transfer current DDR-related activities to the incoming DDR institutions.
- 26.2. That the interim DDR bodies shall undertake the task of leading and concluding these negotiations, and shoulder the operational responsibility of the activities thereafter.


## 27. Humanitarian and General Provisions

27.1. Upon signature of the Comprehensive Peace Agreement, the Parties shall:

- 27.1.1. exchange information on Missing in Action and shall trace them to their best efforts;
- 27.1.2. agree to lifting the state of emergency in the Sudan except in areas where conditions do not permit;

- 27.2. The Parties agree that the issue of the release of all civil ~~political~~ detainees as part of the confidence building measures, national healing and reconciliation process shall be discussed on and dealt with within the discussions on the implementation modalities.
- 27.3. Humanitarian law and civil and political rights shall be closely observed.
- 27.4. Collateral, secondary agreements and legislation shall not contradict this Agreement and shall be equally binding on the Parties.
- 27.5. The Parties shall call upon the governments at all levels, civil societal organizations, political forces, national NGOs and international community to assist and facilitate the reconciliation process at grass root levels.

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**Appendix 1: Assembly Areas**

SAF assembly points in Equatoria				SPLA assembly points in Equatoria	
No.	Sector	Assembly Area: Stage 1	Assembly Area: Stage 2	Assembly Area: Stage 1	Assembly Area: Stage 2
1.	Rokon	Rokon	Rokon	Jambo	Jambo
2.	Terkaka	a) Terkaka b) Kaltok	Terkaka	Tendilo Amadi	Amadi
3.	Bango	Bango.	Bango	Lanya	Lanya
4.	Southern	Korki;	Bango	Rojo	Rojo
5.	Sendiro	a) Labonok; b) Sindiro.	Sindiro	Kit Bridge	Kit Bridge
6.	Jebelain	Nisito	Nisito	Magwe	Agoro
7.	Leria	Leria	Nengala	Kiyalla	Kiyalla
8.	Nengala	Nengala.	Nengala	Kidepo	Kidepo
9.	Jumeza	Jumeza	Jumeza	Nyore	Nyore
10.	Bor	Bor	Bor	Najero	Najero
11.	Torit	Torit	Leria		
12.	Juba Sectors: a) The Central. b) Northen. c) Southern. d) Eastern e) Western	a) Juba HQs. b) CCI (Juba Airport). c) Godalli			

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SAF assembly points in Upper Nile			SPLA assembly points in Upper Nile	
No.	Sector	Assembly Area: Stage 1	Assembly Area: Stage 2	Assembly Area: Stage 1
1.	Bahr el Gabal: a) Al Ganal; b) Attar; c) Fangak; d) Tonja; e) Adok el Bahar.	Al Ganal. Attar. Pam-Al-Zaraf. Tonja. Adok el Bahar.	Kadok Tonja	Baidit. Wathkec. Maguok. Molbok. Maker. Aboroc
2.	Sobat: a) Al Nasir; b) Olang; c) Al Doma; d) Glashek; e) Adong And Balait; f) Negdiar.	Al Nasir. Adong. Al Doma. Al Doma.	Adong Al Doma	Guffa. Kariel. Nimne. Jaw.
3.	White Nile: a) Detok; b) Kadok; c) Akoka; d) Waushulik and Detang; e) Warjok	Kadok. Kadok. Kadok. Malakal. Lello.	Lello	
4.	<b>Western Upper Nile:</b> Leer.	a) Koj el Sharika	Koj el Sharika	
5.	Bentiu	a) Niyaldio; b) Bantiu.	Robkona	
6.	Rabkona	Rabkona		
7.	Rogat	Rogat	Heglig	
8.	Wankai	Wankai		
9.	Mayom	Mayom		
10.	Tamr	Tamr		
11.	Manga	Manga		
12.	Tor	Tor	Tor	
13.	Pariang	Pariang		
14.	<b>Eastern Upper Nile:</b> Bonj.	Bonj.	Jumam	
15.	Adareil	Adareil	Adareil	

SAF assembly points in Upper Nile			SPLA assembly points in Upper Nile	
16.	Jumam.	Jumam.		
17.	Mallot.	Mallot.	Mallot	
18.	Falloj	Falloj		
19.	Khor Adar Bridge	Khor Adar Bridge		
20.	Kaka el Tijaria	Kaka el Tijaria		
21.	Renk	Renk		
22.	Galhak	Galhak	Galhak	

SAF assembly points in Bahr el Ghazal				SPLA assembly points in Bahr el Ghazal		
No.	Sector	Assembly Area: Stage 1	Assembly area: Stage 2	Assembly Area: Stage 1	Assembly Area: Stage 2	Remarks
1.	Wau	Wau;	Wau/Grinti.	Tawtin Pariak	Tawtin	
2.	Gogrial	Kuajwok	Kuajwok	Akur	Akur	
3.	Aweil	Aweil	Aweil/Mathyang	Manyang	Manyang	
4.	Raja	Raja		Tonj		
5.	Daim Zubair	Daim Zubair	Boro el Bahar	Wun Yiik. Riang awai. Nyamlel Awada. Awarial Ramshiel Malau	Riang awai Awada Nyamlel Wun Yiik Mapel Ramshiel Malau	

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**Abyei:**

SAF Forces to be assembled in Abyei and the SPLA to be assembled in Gong Mabil.

SAF assembly points in Southern Blue Nile				SPLA assembly points in Southern Blue Nile		
No.	Sector	Assembly area: Stage 1	Assembly area: Stage 2	Assembly area: Sage 1	Assembly area: Stage 2	
1.	Giesan	a) Bakori; b) Balonsho;	Bakori	Ulu. Sali. Ufud- Shatiyo.	Ulu  Sali Ufud-Shatiyo	
2.	Central	a) Dindiro; b) Bulang.	Dindiro			
3.	Western	a) Wad Abok; b) El Salak.	Wad Abok			

**Eastern Sudan:** for the purpose of disengagement of forces and redeployment of SPLA, the SAF and SPLA assembly areas in the Eastern Sudan shall be determined by the UN monitoring mission

**Nuba Mountains Assembly Areas:**

Notwithstanding sub-section 10.1 of the Protocol on the Resolution of Conflict of Southern Kordofan and Blue Nile States and sub-section 18.6 of this Agreement and as part of the Permanent Ceasefire Agreement and transition from war to peace, the Parties agree that SAF shall further reduce the deployment of its forces in Nuba Mountains to peace-time level and that both Parties shall create assembly areas for the purposes of the establishment of the JIUs within the Nuba Mountains.

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**Appendix 2 : Calendar and Timetable of Major Ceasefire Activities:**

M – Day date of issuance of Security Council Resolution which will include mandate  
(M – Day estimated to be D – Day + 14 days)

**Pre-interim Period:**

<b>Major ceasefire activities (a)</b>	<b>Proposed time (b)</b>	<b>Responsible Authority (c)</b>
1. Entry into force of the ceasefire;	Upon signature of Comprehensive Peace Agreement.	The two parties/ current monitoring teams.
2. Submission of detailed lists of size, particulars and locations of all forces to current monitoring teams;	D- Day  D-day	The two parties/ current monitoring teams.  The Presidency
3. Lifting of state of emergency in Ceasefire Zone.	D-Day	
4. Establishment of demining mechanism	D-Day+ 72 hours	The two parties
5. Announcement and dissemination of information on ceasefire.	D-Day+ 72hours	The two parties
6. Cessation of hostilities, including cessation of hostile propaganda.	D-Day+ 72 hours	The two parties
7. Establishment of Joint Media Committee.	D-Day+72 hours	The two parties
8. Establishment of Collaborative Committee.	D-Day+ 15 days	The two parties and the UN
9. Establishment of Incorporation and Reintegration Adhoc Committees.	D-Day+ 15 days	Each party
10. Release of POWs	DD+ 30 days	The parties and ICRC
11. Establishment of JDB	D-Day+ 30 days	The two parties
12. Establishment of CPC	D-Day+ 30 days	The two parties
13. Establishment of CJMC	M-Day+30 days Operational by M – day + 45 days	The UN monitoring mission and the two parties
14. Mobilization of international monitors and observers as well as mobilization of funds.	Starts M – Day + 30 days	The two parties + donors + UN
15. Disengagement and separation of forces. (phase one)	D-Day+ 30 days	The two parties and the UN monitoring mission
16. Establishment of National DDR Co-ordination Council and the two Sub-National Commissions	D-Day+ 30 days	The two parties

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<b>Major ceasefire activities (a)</b>	<b>Proposed time (b)</b>	<b>Responsible Authority (c)</b>
17. Deployment of UN monitoring mission	Starts M-Day+ 30 days	The UN
18. Establishment of AJMC and JMTs.	Starts M-Day+75 days, operational by M – day + 90 day	The two parties and the UN
19. Mandate of the current monitoring teams ends and UN verification and monitoring starts.	M-Day+ 90 days	The two parties The UN monitoring mission
20. Redeployment of SAF and SPLA as per section 18 of this Agreement.	D-Day+ 90 days	The two parties and the UN monitoring
21. Deployment of JIUs in Khartoum/ Juba.	D-Day+ 60 days	The two parties
22. Establishment of JIUs co-location and training	D-Day+ 90 days	The two parties
23. Concentration of forces in agreed upon assembly areas.	D-Day+ 90 days	The two parties and the UN monitoring mission

**First half of the Interim Period:**

<b>Major ceasefire activities (a)</b>	<b>Proposed time (b)</b>	<b>Responsible Authority (c)</b>
1. Deployment of JIUs to their different locations.	D-Day+ 9 months	The two parties
2. Completion of SPLA redeployment from Eastern Sudan	D-Day+12 months	The SPLA and the UN monitoring mission
3. Beginning of training of SPLA nominated personnel to JIUs service arms.	D-Day+12 months	The two parties
4. Common doctrine and code of conduct.	D-Day+12 months	The two parties
5. Non-essentials (section 19) reinsertion and reintegration into civilian society	D-Day+ 12 months	DDR and the two parties
6. Completion of SPLA redeployment from Nuba Mountains and Southern Blue Nile	D-Day+15 months	The SPLA and the UN monitoring mission

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<b>Major ceasefire activities (a)</b>	<b>Proposed time (b)</b>	<b>Responsible Authority (c)</b>
7. Completion of SAF redeployment from south to North Sudan	D-Day+30 months	The SAF and the UN monitoring mission
8. Continuation of DDR process	continue	The two parties and international experts (DDR)
9. Disarmament of non-military personnel	Continue	The two parties and international experts (DDR)
10. The UN verification and monitoring.	Continue	The UN monitoring mission
11. Establishment of the first Joint/Integrated service arms unit.	D-Day+36 months	The two parties

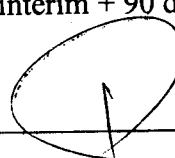
**Second half of the Interim Period:**

<b>(a)</b>	<b>(b)</b>	<b>(c)</b>
1. Continuation of DDR process	Continue	DDR
2. Continuation of training programmes	Continue	JIU's command
25. Continuation of establishment of JIUs Service Arms	Continue	The two parties
3. Development of ideas and modalities of transforming the JIUs into integrated ones.	starts	The two parties
4. Termination of UN Monitoring Mission	D-day + 78 months.	The two parties
5. Extension of the mandate of UN Monitoring Mission	Depending on the recommendations of ex-post appraisal by the parties.	The two parties

**Post Interim Period:**

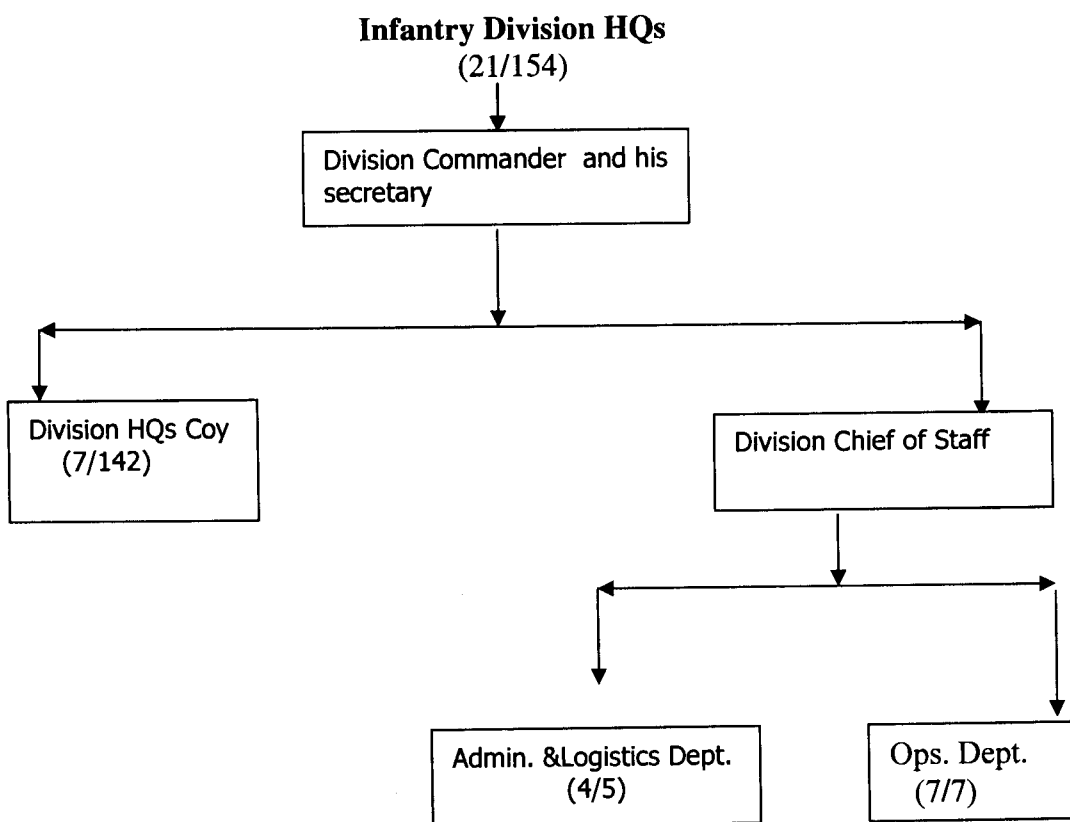
<b>(a)</b>	<b>(b)</b>	<b>(c)</b>
1. review of the situation	Post interim +30days	The two parties
2. Formation of SNAF in case of unity confirmed or dissolution of JIUs in case of secession.	Post interim + 90 days	The two parties

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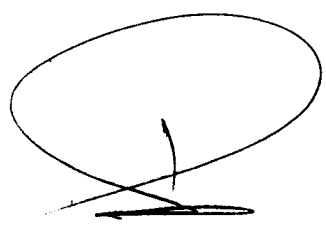


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**Appendix 3: Structure of Infantry Division, Brigade and Battalion**



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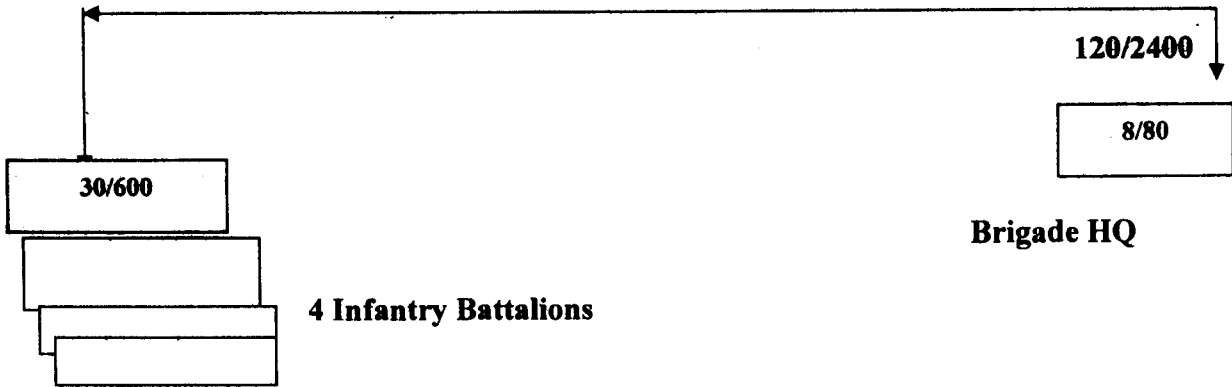
**BRIGADE STRUCTURE**

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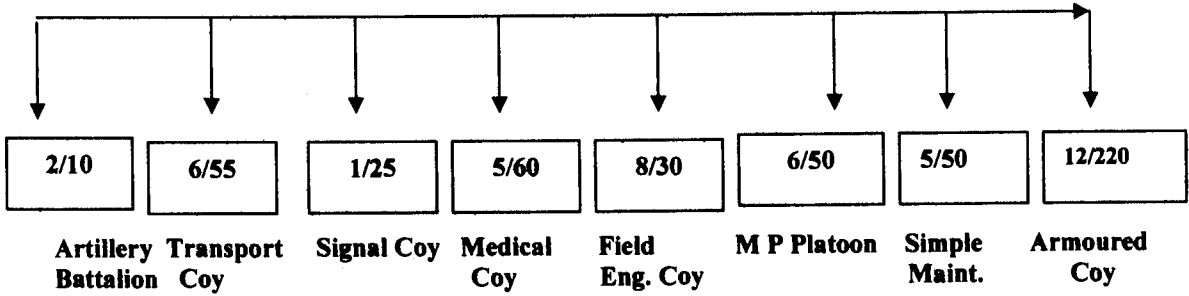
**Brigade Total Number**

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**Brigade Headquarter**



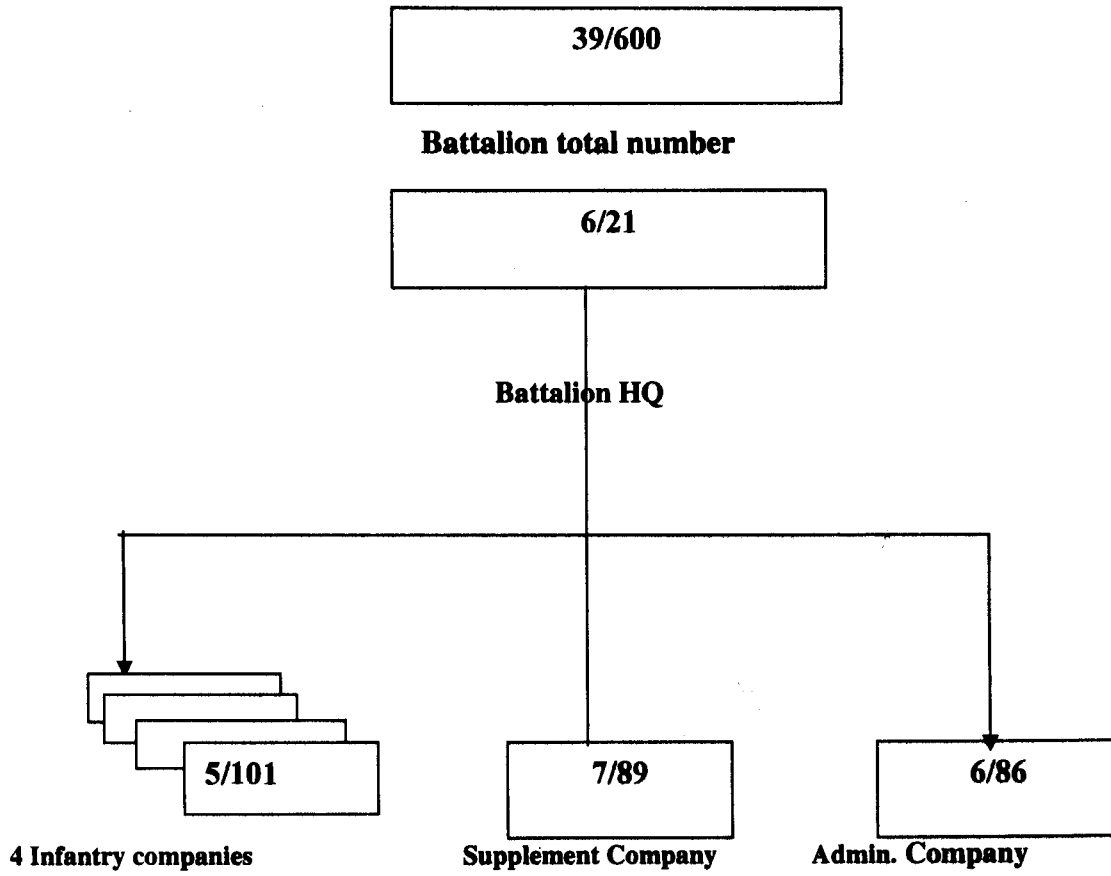
**Supportive Units**



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# THE STRUCTURE OF INFANTRY BATTALION



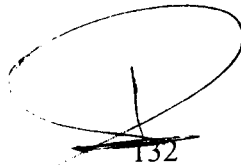
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### The Structure of Infantry Battalion (NCOs and File)

S/N	Rank	Bn HQs	Admin. Coy	Support. Coy	1 <sup>st</sup> Coy	2 <sup>nd</sup> Coy	3 <sup>rd</sup> Coy	4 <sup>th</sup> Coy	Total
1.	Regiment Sergeant Major Training	1	-	-	-	-	-	-	1
2.	RSM Admin.	-	1	-	-	-	-	-	1
3.	RSM Clerk	1	-	-	-	-	-	-	1
4.	RSM Technic.	1	-	-	-	-	-	-	1
5.	Sergeant Major Admin.	-	1	-	-	-	-	-	1
6.	Sergeant Major Clerk	1	-	-	-	-	-	-	1
7.	Sergeant Major Technic.	1	3	-	-	-	-	-	4
8.	Ser. Maj. Public Servant	1	1	1	1	1	1	1	7
9.	Admin. Sergeant	1	3	1	1	1	1	1	9
10.	Clerk Sergeant	1	1	1	1	1	1	1	7
11.	Technic. Sergeant	2	6	-	-	-	-	-	8
12.	Public Serv. Sergeant	1	1	5	5	5	5	5	27
13.	Admin. Corporal	-	3	1	1	1	1	1	8

  
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S/N	Rank	Bn HQs	Admin. Coy	Support. Coy	1 <sup>st</sup> Coy	2 <sup>nd</sup> Coy	3 <sup>rd</sup> Coy	4 <sup>th</sup> Coy	Total
14.	Clerk. Corporal	1	1	1	1	1	1	1	7
15.	Technic. Corporal	2	20	-	-	-	-	-	22
16.	Public Serv. Corporal	1	2	25	25	25	25	25	128
17.	Admin. Lank Corporal	-	3	-	-	-	-	-	3
18.	Private	6	40	54	66	66	66	66	364
	Total	21	86	89	101	101	101	101	600

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**ANNEXURE II**

**IMPLEMENTATION MODALITIES AND  
GLOBAL IMPLEMENTATION MATRIX AND  
APPENDICES**

*SIGNED AT NAIVASHA, KENYA ON 31<sup>ST</sup> DECEMBER, 2004*







**Preamble:**

**WHEREAS** the Government of the Republic of the Sudan and the Sudan People's Liberation Movement/Sudan People's Liberation Army hereinafter referred to as the "Parties" reconfirm the Protocols and Agreements reached, namely the Machakos Protocol, dated 20<sup>th</sup> July, 2002; the Agreement on Security Arrangements, dated 25<sup>th</sup> September, 2003; the Agreement on Wealth Sharing, dated 7<sup>th</sup> January, 2004; the Protocol on Power Sharing, dated 26<sup>th</sup> May, 2004; the Protocol on the Resolution of the Conflict in Southern Kordofan and Blue Nile States, dated 26<sup>th</sup> May, 2004; and the Protocol on the Resolution of the Conflict in the Abyei Area, dated 26<sup>th</sup> May, 2004;

**WHEREAS** the Parties having met in Nairobi and Naivasha, Kenya, from 26<sup>th</sup> November, 2004 through 31<sup>st</sup> December, 2004 under the auspices of the Inter-Governmental Authority on Development (IGAD) Peace Process, in respect of finalization of the issues related to implementation modalities of the aforementioned Protocols and Agreements;

**WHEREAS** they have agreed that these Protocols and Agreements shall constitute the Comprehensive Peace Agreement, together with the Agreement on Permanent Ceasefire Arrangements and the Implementation Modalities of the aforementioned Protocols and Agreements;

**WHEREAS** the Parties have concluded the Agreement on the Implementation Modalities of all Protocols and Agreements;

**NOW RECORD THAT** the initialed text of the Implementation Modalities which is attached hereto forms an integral part of the Comprehensive Peace Agreement and sets out the details of funding, executing bodies and timeframes and in particular the date on which the Comprehensive Peace Agreement shall come into effect;

**THE PARTIES FURTHER RECORD THAT** this Agreement on Implementation Modalities shall also include the following:

- (a) The initialed Global Implementation Matrix with its own appendices attached as Annexure A hereto, which covers the detailed implementation of the Machakos Protocol, dated 20<sup>th</sup> July, 2002; the Agreement on Security Arrangements, dated 25<sup>th</sup> September, 2003; the Agreement on Wealth Sharing, dated 7<sup>th</sup> January, 2004; the Protocol on Power Sharing, dated 26<sup>th</sup> May, 2004; the Protocol on the Resolution of the Conflict in Southern Kordofan and Blue Nile States, dated 26<sup>th</sup> May, 2004; and the Protocol on the Resolution of the Conflict in Abyei Area, dated 26<sup>th</sup> May, 2004; and the Permanent Ceasefire and Security Arrangements Implementation Modalities Agreement, notwithstanding Appendices in that agreement;
- (b) The initialed corrections which are agreed to for clarification and accuracy are set out in Annexure B hereto; and
- (c) The initialed List of Abbreviations attached as Annexure C hereto.

**AND FINALLY THE PARTIES RECOGNIZE THAT** as this Implementation Modalities Annexure and the Global Implementation Matrix and Appendices truly reflect the letter and spirit of the Protocols and Agreements which make up the Comprehensive Peace Agreement (CPA), it is agreed that this Agreement on Implementation Modalities shall be part and parcel of the Comprehensive Peace Agreement and shall be binding on the Parties.

The Constitutional Task Team shall work out an appropriate mechanism for resolving any discrepancies that may arise during the implementation process, between this Agreement on Implementation Modalities Annexure and Appendices and any of the other signed Protocols or Agreements.

*Dr.*

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*W. S. H.*

**THE IMPLEMENTATION MODALITIES OF THE  
MACHAKOS AND POWER SHARING PROTOCOLS**

*SIGNED AT NAIVASHA, KENYA ON 31<sup>ST</sup> DECEMBER, 2004*

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*W. S. S.*



The Implementation Modalities of the Machakos and Power Sharing Protocols

December 31<sup>st</sup>, 2004

Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
<b>Machakos Protocol:</b>							
<b>1. Self determination Referendum for people of South Sudan</b>							2.5 M.P 2.10.1.5
<b>(a) Enactment of Referendum Act</b>	Beginning of the third year of Interim Period.	National Legislature	GONU	N/A	Seat of National Legislature	Routine Legislative procedure	
<b>(b) Establishment of Referendum Commission</b>	Soon after enactment of Referendum Act	The Presidency	GONU and International Community	GONU, GOSS,	Khartoum	To be established by the Presidency in accordance with the CPA and the referendum Act.	
<b>(c) Registration of voters</b>	Starts at the beginning of the sixth year of the Interim Period and ends 3 months before the voting.	Referendum Commission	GONU, GOSS and International community	N.A	Southern Sudan and any other locations to be determined by the Referendum Commission	Presentation of proof of eligibility upon registration in accordance with the Referendum Act	

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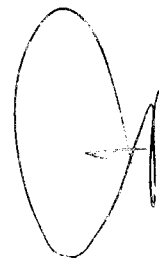
Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
(d) Enlightenment campaign on the Referendum	After the establishment of the Referendum Commission	Referendum Commission	GONU, GOSS and international community	N/A	S. Sudan and wherever relevant	Mass media, meetings, public rallies, conferences, seminars, workshops etc.	
(e) Voting	Six months before the end of the Interim Period	Referendum Commission	GONU, GOSS and International Community.	N/A	Southern Sudan and any other locations to be determined by the Referendum Commission in accordance with the provisions of the Referendum Act	One-person one vote.	
2. Plan for 5 Rs (Repatriation, Resettlement, Reintegration Rehabilitation and Reconstruction)	In progress (JAM)	CCG/ JAM	International Community (JNIT)	The Parties to Comprehensive Peace Agreement (CPA)	Khartoum, seat of GOSS and any other location agreed to by the parties.	According to JNIT procedures	1.5.4 Machakos Protocol (MP)
3. Establishment of Assessment and Evaluation Commission (AEC)	During the Pre-interim Period after the adoption of Interim National Constitution (INC) and establishment of the Institution of the Presidency.	The Presidency	International Community and GONU	By the parties to the Agreement according provisions of Machakos protocol 2.4.1	Khartoum.	Through consultation by the parties to the Agreement.	2.4, and 2.4.1 MP

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
4. Improvement of institutions and arrangements created under the Agreement to making the unity of Sudan attractive to the people of Southern Sudan.	After adoption of the INC and establishment of the AEC	The Parties to the CPA and the AEC	GONU, the Parties and International Community	N/A	All over Sudan	To be determined by the Parties and the AEC.	2.4.2
5. Guarantees to safeguard CPA against Unilateral revocation or abrogation.	Upon signature of the CPA and up to the end of Interim Period	The Parties, IGAD and the International Community	N/A	N/A	N/A	Built-in Regional and International guarantees (AEC, and UN Peace Support Mission of the Ceasefire Agreement). The parties urge the international community to take necessary measures in support of the Peace Agreement and its full implementation.	2.6 MP





Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
<b>Power Sharing: Part I</b>							
6. Enactment of Political Parties Act	Upon adoption of the Interim National Constitution (INC)	National Legislature	GONU	N/A	Khartoum	Whenever new legislation, such as this, is required under this Agreement, any existent law(s) dealing with the subject matter with respect to which the new legislation is being sought, shall be given due consideration.  Such legislation shall be effected in accordance with routine legislative procedure	1.4.6 Power Sharing (PS)
7. National reconciliation and healing process (NRHP).	After adoption of the INC	Presidency	GONU	N/A	All over Sudan	Media, educational institutions, conferences and campaigns involving political parties, civil society organizations, religious and tribal leaders, etc	1.7 PS

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1.4.6

Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
8. National Population Census (NPC)							1.8.1 and 1.8.2
a) Establishment of the population Census Council	After the establishment of the institution of the Presidency	The Presidency	The Government of National Unity	Representative of the following: a) GONU b) GOSS c) The Council of States d) The States, and e) The Head of the Central Bureau of Statistics	Khartoum	The Population Census Council shall: a) Plan for the upcoming population census b) Set standards and criteria for the Central Bureau for Statistics c) Follow-up on the preparations leading upto the population census and oversee the actual census operation d) Report to the presidency regarding the Population Census	
b) Conduct of the Census	Second year of the Interim Period	Central Bureau of Statistics and the GOSS Centre for statistics and evaluation	GONU	N/A	All over the Sudan	Population Census to be conducted in cooperation with UNFPA	

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
9. General Elections.							
a) Enactment of National Electoral Law	Within Six month from the start of the Interim Period	National Legislature (NL)	GONU	N/A	Khartoum	Column 7 of Item 6 in this Matrix applies.	1.8.3
b) Establishment of the National Electoral Commission	Within one month after the adoption of the law.	Presidency	All levels of government	From 7 to 9 competent, impartial and representative national figures to be selected by the Presidency (non-partisan).	Khartoum	According to law	1.8.3
c) General Elections comprising elections for the State Governors, National Assembly, the Legislature of southern Sudan, and State Legislatures all over Sudan.	Refer to (d) below	National Electoral Commission with all levels of government plus international Community (IC).	GONU	N/A	All over Sudan	According to law	

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
d) Presidential elections and elections for the post of President of the government of southern Sudan (GOSS)	To be held concurrently with the General elections referred to above, not later than the end of the fourth year of the Interim Period	National Electoral Commission		N/A	All over Sudan	According to the law	2.3.7
10. Review of the feasibility of the dates set for census and elections	For the census six months before the end of the first two years into the Interim Period; for elections six months before the end of the third year of the Interim Period	Parties to the Agreement	N/A	N/A	Khartoum		1.8.4
<b>PART II:</b>							
11. The Council of States.	i) Establishment Within 2 weeks after enactment of the INC	Presidency	GONU	2 Representatives from each state + 2 representatives from Abyei Area as observers	The National Capital	Consultation by the Presidency and in the case of Southern Sudan by the President of GOSS after consultations with states institutions.	2.2.3.2

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
	ii) Appointment of members of the Council of States within two weeks from enactment of the INC. iii) Convening of Council of States within two weeks of the enactment of the INC. iv) staffing of Council of States during the Pre-interim Period	Presidency  Presidency	N/A  N/A	50 Representatives from the States and 2 representatives from Abyei Area.  N/A	N/A  N/A	Presidential Order.  In accordance with the INC.	
		The Council of States	GONU	As determined by the Council of States	Seat of GONU	The inaugural session shall be organized by the Secretariat of the National Assembly	
12. Establishment and convening of National Assembly	Within two weeks after the adoption of INC	The Presidency	GONU	450 members to be allocated according to the ratio 70%/30% North/South, 52% NCP (49% Northerner+ 3% Southerner); 28% SPLM (21% Southerner+ 7% Northerner); 14% Northern Political Forces;		Selection of other political forces to be agreed upon by the parties to the CPA.  For convening by Presidential order	2.2.5

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
				6% Southern Political Forces As determined by the National Assembly	Omdurman		
	iii) Staffing of the National Assembly seven days after enactment of the INC	The National Assembly	GONU			In accordance with the provisions of section 2.6.2 of the PS protocol	
13. Determination of the scope of legislative competency of the National Assembly and the Council of States respectively	In the course of the work of the Parties 14 member Joint Constitutional Task Team charged with preparation of a draft Constitutional text for presentation to the NCRC	The Parties	N/A	N/A	Venue of the Joint Constitutional Task Team's work	Joint Constitutional Task Team to: (a) Decide types of Legislation to be exclusively enacted by the National Assembly and those that require joint action with the Council of States or alternatively, agree the establishment of a mechanism to resolve the issue. (b) Work out a mechanism to harmonize Bills being jointly considered by both Houses of	

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Activities	Exe Source	Funding Source	Composition	Location	Procedure Process and	Remarks
14. Election of Speakers, Deputy speakers and other officers of the National Legislature.	Both chambers	N/A	N/A	N/A	By elections	2.2.1.2
15. Establishment of the Institution of the Presidency	The President of the Republic	CONU	The President, the First Vice President and the Vice President	Khartoum	According to the INC and the CPA.	2.3.2
16. Defining the functions of the two Vice Presidents.	Parties to the CPA	N/A	N/A	N/A	As per attached Appendix A	2.3.3
17. Specification of appointments made by the President with the consent of the 1 <sup>st</sup> Vice President	The parties to the process	N/A	N/A	N/A	As per attached Appendix B	2.3.6.3

Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
18. Establishment of Council of Ministers ( prior to elections)	Within 30 days after the Adoption of INC.	The President of the Republic	GONU	30 Ministers and 34 State Ministers the numbers are Subject to review	Khartoum	In consultation with the First Vice President	2.3.12
19. The status of the Ministries of Defence, Guidance and Endowment, and Federal Governance	N/A	N/A	N/A	N/A	N/A	(a) The Jurisdiction of the Ministry of Defence shall not extend to the SPLA (b) The military chain of authority and command common to both Parties to the CPA shall strictly consist of: (i) The Presidency (ii) The Joint Defence Board (JDB) (ii) Command of the Joint Integrated Units (JIU's) (c) The jurisdiction of the Ministry of Guidance and Endowment and the Ministry of Federal Governance shall not extend to the Southern States. (d) Matters that fall within the scope of jurisdiction of the Ministries of Federal Governance and Guidance	

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
						and Endowment shall be in conformity with the provisions of the Protocols on the resolution of the Conflict in Southern Kordofan and Blue Nile States and the Protocol on the resolution of the Conflict in Abyei Area	
20. Matters in respect of which the President shall take decisions with the consent of the First Vice President according to the Protocols and Agreements	N/A	The President and the First Vice President	N/A	N/A	Khartoum	As per attached Appendix C	
21. Representativeness of the administration of the National Capital.	After establishment of the institution of the Presidency	The Presidency in consultation with the Governor of Khartoum State	GONU and the Government of Khartoum State	To be worked out by the Presidency in consultation with the Government of Khartoum State	Khartoum	Consultations by the parties to the CPA.	2.4.2

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
22. Representation of the people of Sudan in the law enforcement agencies in the National Capital and provision for their adequate training.	During the Pre-Interim Period	The Presidency and the Government of Khartoum State	GONU and Khartoum State	As shall be worked out by the Presidency and the Government of Khartoum State	Khartoum	As shall be worked out by the Presidency and the Government of Khartoum State	2.4.4
23. Appointment of a special commission to ensure that the rights of non-Muslims are protected in the National Capital	Upon the establishment of the institution of the Presidency	The Presidency	GONU	Size to be determined by the Presidency	Khartoum	By consultations and to be appointed by the Presidency In accordance with the INC and CPA	2.4.6
24. Establishment of mechanisms of guarantees of the rights of non-Muslims in the National Capital	After the enactment of the INC	Chief Justice and the National Minister of Justice and any other Institutions charged with the implementation of mechanisms and guarantees	GONU	N/A	Khartoum	In accordance with the provisions of the INC and CPA	2.4.7

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
25. Clustering of National Ministries.	Implementation modalities	The Parties	N/A	<ul style="list-style-type: none"> <li>▪ Sovereignty cluster;</li> <li>▪ Economic cluster;</li> <li>▪ Services cluster;</li> </ul>		Clusters as per Appendix D	2.5.3
26. Allocation of seats of the National Executive	Within 30 days after the adoption of INC	The presidency	N/A	To be allocated in each cluster according to the ratio 70%/30% North/South, 52% NCP (49% Northerner+ 3% Southerner); 28% SPLM (21% Southerner+ 7% Northerner); 14% Northern Political Forces; 6% Southern Political Forces.	N/A	By consultation with the parties to the Agreement and with other political forces.	2.5.5
27. Information Campaign in all languages to popularize the Peace Agreement and foster national unity, reconciliation and mutual understanding.	From the beginning of the Pre-interim till the end of the Interim Period.	Parties and all levels of government	Parties and all levels of government	The parties and the GONU	All over the Sudan	Media, seminars, conferences, workshops leaflets, political public rallies , meetings, etc	2.5.9

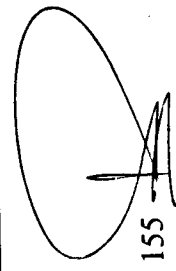
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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
28. Establishment of the National Civil Service Commission (NCSC)							2.6.1.5 and 2.6.2
a) Enactment of the National Civil Service Commission Act	After adoption of the INC within the Pre-interim Period.	National Legislature	GONU	N/A	Khartoum	Routine legislative procedures	
b) Establishment of the NCSC	After the enactment of the NCSC Act	Presidency	GONU	To be determined by the Presidency in accordance with the provision of the Act.	Khartoum	Consultations	
29. Mechanism for operationalization of affirmative action	After establishment of the NCSC	NCSC	GONU	N/A	N/A	Applies to people of Southern Sudan, Nuba Mountains, Southern Blue Nile, Abyei and any other least developed areas in Sudan and any disadvantaged group.	2.6.1.5
30. Enactment of the National Security Act.	After the enactment of the INC	The National Legislature	GONU	N/A	Seat of National Legislature	Column 7 of item 6 in the Matrix applies	2.7.1.1.

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
31. Establishment of the National Security Council (NSC).	During the Pre-interim Period and After the enactment of the NS Act	The Presidency	GONU	To be determined by the law.	Khartoum	Consultations	
32. Establishment of the National Security Service (NSS)	During Pre-interim Period after adoption of NS Act	The Presidency	GONU	According to the law	Khartoum	Establishment of the National Security Organs in accordance with the provisions of the INC and the law	2.7.2.1
33. Establishment of Security Committees at the GOSS and the States level.	Upon adoption of the NS Act	The President of the GOSS and the Governors of the States	GOSS and the States	There shall be State Security Committee to be chaired by the Governor of the State. The Committee shall include, among others, the Military Commander of the area, his Deputy, the Director of the State Police and Director of the State National Security Branch.	GOSS level and States level	In accordance with the provision of the NS Act	2.7.2.5

Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
34. Identification of the security organs of the two Parties and their assets.	During Pre-interim Period Before the establishment of the NSS	The Parties to the CPA	N/A	N/A	N/A	Consultations	2.7.2.8
35. Development and promotion of national languages							2.8.1
a. Enactment of a founding law	After the enactment of the INC	GONU	GONU	N/A	Seat of National Legislature	Routine Legislative Procedures	
b. Establishment of a council for development and promotion of national languages	After the enactment of the law	The President	GONU	According to the law	Khartoum	consultations	
36. Human Rights commission							2.10.1.2
a. Enactment of the HRC Act	After the enactment of the INC.	The National Legislature	GONU	N/A	Khartoum.	Column 7 of item 6 in this Matrix applies.	

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
b. Establishment of Human Rights Commission (HRC)	After the enactment of the HRC Act	The Presidency	GONU	To be agreed by the parties to the Agreement from competent figures (15 members).	Khartoum	Consultation in accordance with the INC and the law	
37. The Constitutional Court Act							
a. Enactment of the Constitutional Court Act	After enactment of the INC	The National Legislature	N/A	N/A	Khartoum	Column 7 of item 6 in this Matrix applies.	
b. establishment of the Constitutional Court	After the adoption of the INC within the Pre-interim Period.	The Presidency upon recommendation of the National Judicial Service Commission	GONU	9 competent non-partisan figures	Khartoum.	Consultations	2.11.2.1

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
38. The National Judicial Service Commission a. Enactment of the NJSC Act	After the enactment of INC	The National Legislature	N/A	N/A	Khartoum	Column 7 of Item 6 in this Matrix applies.	
b. Establishment of the National Judicial Service Commission (NJSC)	After the adoption of the INC within the Pre-Interim Period and enactment of NJSC Act	The Presidency	GONU	To be chaired by the Chief Justice and composed as follows: * Representative of Academia, the Dean Faculty of Law U of K; * Three deputies of the Chief Justice. * President of the Southern Sudan Supreme Court; * 2 representatives from National Sudanese Bar Association one from North and one from the South; * The Chairperson of the legal committee in the two Chambers; * The National Minister of Justice; * The National Minister	Khartoum	Consultations between the Parties in accordance with the INC and the law.	2.11.4.5

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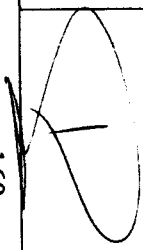


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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
39. Southern Sudan representation in Constitutional Court, National Supreme Court and other national courts in the Capital.	For the Constitutional Court as mentioned above in the establishment of the Constitutional Court the rest throughout the Interim Period of the Agreement.	Presidency according to recommendation by NJSC	N/A	N/A  of Finance; * The one in charge of legal affairs in GOSS; * The Chairman of legal Committee in southern Sudan Assembly.	Khartoum	Consultation	2.11.4.6 (iii)

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
40. Submission and approval of the CPA to the National Assembly (NA) and National Liberation Council (NLC)	Within two weeks from the date of signature of the CPA	IGAD, NA and NLC	Parties to the CPA	N/A	Seat of NA and seat of the NLC	Submission by IGAD Secretariat for peace in Sudan	2.12.4.1
41. Establishment and composition of the National Constitutional Review Commission (NCRC).	Within two weeks from the date of signature.	The parties to the CPA	N/A	60 members allocated according to the Power Sharing Protocol (PSP) formula for the NA (each party must include civil society).	N/A	Consultation between the parties to the CPA. Decisions shall be taken by consensus, but whenever this is not possible a decision shall be passed by two-thirds majority	2.12.4.2 and 2.12.4.3
42. Preparation of the Constitutional Text by NCRC.	Within six weeks from the date of receipt of the text of the CPA	The NCRC	NCP, SPLM, other political forces, IGAD, and International Community	N/A	To be determined by the Parties	A technical committee of 7 from each party to the CPA to prepare a joint draft to be presented to NCRC.	2.12.5
43. Adoption of the Constitutional Text as INC.	Within two weeks from the date of receipt from NCRC	NA and SPLM NLC	N/A	N/A	Khartoum and Seat of NLC	Draft text will be presented by NCRC to NA and NLC for adoption	2.12.7

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
44. Preparation of other legal instruments as stipulated in 2.10 of PSP.	After the adoption of the INC within the Pre-interim Period.	NCRC	Parties to NCRC	N/A	N/A	To be drafted by NCRC.	2.12.9
45. Organization of an inclusive Constitutional Review Process (CRP)	During the Interim Period	NCRC	GONU	N/A	All over Sudan	Public rallies, workshops, seminars, meetings, media programs, etc	2.12.10
<b>PART III</b>							
46. Determination of North/ South border of 1/1/1956	Pre-interim period after the adoption of the INC	Presidency	GONU	Membership of the technical committee to be determined by the Presidency.	Seat of GONU and GOSS	The Presidency shall establish a Technical Ad hoc border Committee to demarcate precisely the 1/1/1956 North/ South borderline. This committee shall seek technical assistance from relevant expertise: both national and international.	3.1
47. a) Establishment of an inclusive Southern Sudan Constitutional Drafting Committee (SSCDC).	After enactment of the INC.	President of GOSS	N/A	40 members to be allocated according to the PSP formula for the Southern Sudan Assembly as per article 3.5.1 of the PSP	Seat of GOSS	Allocation to Southern Political Forces shall be agreed upon through consultations between SPLM and such Forces  Decisions shall be taken by consensus, but whenever this is not possible a decision	3.2

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
b) Drafting and adoption of the text.	Within three weeks for drafting from the establishment of the SSCDC and within one week for adoption from the convening of TASS.	SSCDC and TASS	International Community for the SPLM	N/A	Seat of GOSS	shall be passed by two-thirds majority  A technical Committee to be appointed by the GOSS to draft Southern Sudan Constitution for presentation to SSCDC.	
c) Determination of Compatibility of SSC with the INC	Within two weeks from the receipt of the SSC	National Ministry of Justice	GONU	N/A	Khartoum	Presentation, discussion and adoption of the draft text.  TASS shall submit the SSC to the National Ministry of Justice within one week. After declaration of compatibility the President of GOSS shall sign the SSC.	2.12.12

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
48. Establishment of the First Southern Sudan Assembly (SSA).	Within two weeks from the adoption of the INC	The President of GOSS	GOSS	170 members to be allocated according to the PSP formula for the Southern Sudan Assembly.	Seat of GOSS	Broad Consultations between the parties to the CPA and other political forces (including Identification of other political forces.)	3.5.1
49. Election of the Speaker, Deputy Speaker and officers of TASS.	Upon the establishment of TASS	TASS	GOSS	N/A	Seat of GOSS	Consultations	3.5.6
50. Appointment of the Vice President of GOSS	After swearing in of the First Vice President and President of GOSS	President of GOSS	N/A	N/A	Seat of GOSS	Consultation within SPLM.	3.5.4
51. Establishment of the Council of Ministers of Government of Southern Sudan.	Within one week of signing Southern Sudan Constitution (SSC).	President of GOSS	GOSS	To be determined through consultations	Seat of GOSS	Consultations	3.6.1, 3.6.3 and 3.6.4, 3.6.4.3
52. Establishment of Judiciary of Southern Sudan	Within one week from the adoption of SSC.	President of GOSS	GOSS	N/A	Seat of GOSS	In accordance with the SSC, CPA and INC	3.7.1
53. Appointment of the President and Justices of Southern Sudan Supreme Court, Courts of Appeal	Within one week from the adoption of SSC	President of GOSS	N/A	To be determined by law.	N/A	Consultations	3.7.2, 3.7.5

Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
and Judges of other Courts							
<b>PART IV</b>							
54. Appointment of state Governors	Upon adoption of the INC and in case of Southern Sudan upon adoption of SSC	The President of the Republic in consultation with the First Vice President. And in case of Southern Sudan the President of GOSS in consultation with Vice President of GOSS	N/A	N/A	N/A	According to the INC, CPA and in the case of Southern Sudan according to SSC	
55. Establishment of state legislatures	Within one week after appointment of the Governors.	State Governors	States	(a) Northern States: Except for Southern Kordofan State and Blue Nile States, between 30 and 48 members depending on consultations between the President of the Republic and the governors of those states. (b) Southern States: Between 30 to 48	State capitals	Allocation according to the PSP formula as per article 4.4.2	4.4.2

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
				<p>members depending on consultations between the President of GOSS and Governors of those States.</p> <p>(c) Southern Kordofan State: 54 members representing the NCP and SPLM as agreed in the text on the Implementation Modalities of the Two Areas.</p> <p>d) Blue Nile State: Between 30 and 48 members depending on consultations between the Presidency and the Governor of Blue Nile State</p>		<p>allocation for political forces in Southern Sudan, other than the NCP, shall be agreed upon through consultations between the SPLM and such forces.</p> <p>Allocation of seats in the State Legislature as per the percentages agreed in article 11.1.1 of the "Protocol On The Resolution Of Conflict In southern Kordofan/Nuba Mountains And Blue Nile States"</p> <p>Allocation of seats in the State Legislature as per the percentages agreed in article 11.1.1 of the "Protocol On The Resolution Of Conflict in Southern Kordofan/Nuba Mountains And Blue Nile States".</p>	
56. Establishment of Abyei Area Council	Within one week after the appointment of the Chief Administrator	The Presidency	Abyei Area Administration	<p>20 members to constitute Abyei Area Council as agreed in article 4.1 of the "Protocol On The Resolution Of Abyei Conflict"</p>		<p>Members of Abyei Area Council to be appointed by the Presidency</p>	

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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
57. Mechanism for selection of 20% of other political forces in the Northern and Southern States	Before the establishment of the state Assemblies.	NCP in the North and SPLM in the Southern Sudan	N/A	N/A	N/A	Broad Consultations between the parties to the CPA and other political forces (including identification of other political forces.)	4.4.2.2 (iii)
58. a) Drafting and adoption of the State constitutions	Within three weeks from the establishment of the state legislature in Northern states and in case of states of Southern Sudan the adoption shall be within 4 weeks after signing of SSC.	State legislature	States	N/A	seat of state governments	According to INC in case of Northern States and in case of states in Southern Sudan according to INC and SSC.  Model state constitution to be drafted by NCRC in accordance with the provisions of INC in case of Northern States and in case of states in Southern Sudan according to INC and SSC.	4.4.4
b) Determination of the Compatibility of the State constitutions with INC, and in case of states in Southern Sudan according to INC and SSC.	Within two weeks from the receipt of the State constitution.	National Ministry of Justice	N/A	N/A	Khartoum	Issuing certificate of compatibility.	

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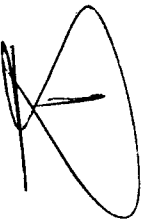
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Activities	Timing	Executing Body	Funding Sources	Composition	Location	Procedures, Process and criteria	Reference in the Agreement
59. Establishment of state Council of Ministers	Within one week after signing the constitution of the State	State Governors	<p>1. States</p> <p>2. Prior to the establishment of the GOSS and state governments according to their respective institutions, the institutions of the Southern Sudan shall be financed from the transfers allocated to the South in Pre-interim period as WS agreement</p>	<p>Except for Southern Kordofan State, Between 5 to 8 ministries, one of whom shall be appointed a deputy governor; the numbers are Subject to review. In the case of Southern Kordofan State, the State Council of Ministers shall consist of 11 members including the State Governor and his/her deputy</p>	Seat of state governments	According to the state constitutions	4.5.1 4.5.3

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## **Appendix A**

### **(i) FUNCTIONS OF THE FIRST VICE PRESIDENT**

1. Acts in the absence of the President
2. Member of the Council of Ministers
3. Member of the National Security Council
4. Member of the Presidential Council in the Pre-election Period and Chairman of the Council in the Post Election Period in the event of the post of President falling vacant

### **(ii) FUNCTIONS OF THE VICE PRESIDENT**

1. Acts in the absence of the President and the First Vice President
2. Member of the Council of Ministers
3. Member of the Presidential Council and Commander-in-Chief of SAF in case of a vacancy in the post of the President in the Pre and Post Election Periods
4. Member of the National Security Council
5. Any other functions and duties that may be assigned to him by the President taking into account the hierarchy of the Presidency.

## **Appendix B 1:**

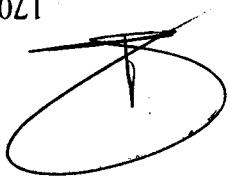
### **Appointments that the President is required to make with the consent of the 1<sup>st</sup> VP**

1. Establishment of a Special Commission to ensure that the rights of non Muslims are protected in the National Capital (2.4.6 of the PSP).
2. Establishment of impartial and representative National Electoral Commission (2.10.1.1. of PSP).
3. Establishment of Human Rights Commission (2.10.1.2 of PSP).
4. Establishment of the National Judicial Service Commission (2.10.1.3 of PSP).
5. Establishment of a National Civil Service Commission (2.6.2 and 2.10.1.4 of PSP).
6. Establishment of Ad-Hoc Commission to monitor and ensure accuracy, legitimacy and transparency of the Referendum (2.10.1.5 of PSP and 2.5 of MP).
7. Establishment of Fiscal and Financial Allocation and Monitoring Commission (2.10.1.6 of PSP).
8. Appointment of the President of the Constitutional Court (2.11.3.2 (i) of PSP).
9. Appointment of Judges other than Justices of the Constitutional Court ((2.11.4.4 of PSP).
10. Appointment of Justices of the Constitutional Court ((2.11.4.6 (i) of PSP).
11. Appointment of Justices of the National Supreme Court (2.11.4.6 (ii) of PSP).
12. Establishment and appointment of the National Constitutional Review Commission (2.12.4 of PSP and 3.1.2 of MP).
13. Establishment of the Joint Defence Board (5.1 of SAP).
14. Appointment of Chairperson of the National Land Commission (2.6.10 of WSP).
15. Establishment of the National Petroleum Commission (3.2 of WSP).
16. Establishment and appointment of the Chairperson of FFAMC (8.4 of WSP).

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17. Establishment of and appointment to the National Audit Chambers (12.2 of WSP).
  18. Appointment of the Governor of CBOS and his/her two Deputies (14.7 of WSP).
  19. Appointment of the Board Directors of the CBOS responsible and accountable to the Presidency (14.8 of WSP).
  20. Establishment of an independent Commission to assess and evaluate the implementation of the Peace Agreement in the States of Southern Kordofan and Blue Nile (3.4 of SK and BNP).
  21. Appointment of Abyei Areas Executive Council (1.2.2 and 2.2 of AP).
  22. Appointment of Abyei Area Chief Administrator and his/her Deputy (2.4 of AP).
  23. Appointment of the members of Abyei Area Council (4.2 of AP).
  24. Establishment of Abyei Boundaries Commission (5.1 of AP).
  25. Establishment of Abyei Referendum Commission (8.1 of AP).
  26. Establishment of any other Commission or as may be agreed upon by the Parties (2.10.1.7 of PSP).
  27. Establishment of an independent assessment and evaluation Commission (2.4 of MP).
  28. Any other appointments that may be agreed by the Parties.
- Appendix B 2:**
- The following appointments shall be made through consultations within the Presidency.
1. Appointment of the Governors of the States of SK and BN.
  2. Appointment of Constitutional Post holders in the Government of National Unity (Ministers and State Ministers).

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**Appendix C 1:**

**Matters in respect of which the President shall take decisions with the consent of the 1<sup>st</sup> VP according to the Protocols and Agreements**

1. Declaration and termination of state of emergency (2.3.6.1 of PSP).
2. Declaration of War (2.3.6.2 of PSP).
3. Summoning, adjourning or proroguing of the National Legislature (2.3.6.4 of PSP).
4. Determination of SAF troop levels in SK and BN States during the Interim Period (10.1 of SK and BNP).

**Appendix C 2:**

Matters to be decided upon by the Presidency:

1. Determination of the Executive, Legislative and Financial powers and competencies of Abyei Area (2.6 of AP).
2. Application to the Judiciary for establishment of Courts for Abyei Area as deemed appropriate (2.7 of AP).
3. Approval of Abyei Area Special Account (3.5 of AP).
4. Putting the Special Administrative status of Abyei Area into effect (5.3 of AP).
5. Determination of representation of Citizens of Abyei Area in an appropriate State in Bahr El Ghazal and in Southern Kordofan State (6.2 of AP).
6. Approval of the budget of the National Land Commission (2.6.12 WSA).

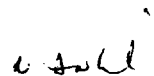
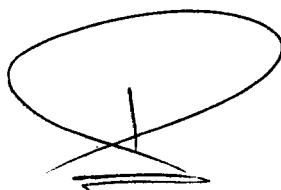
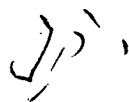
**Appendix D:**

**CLUSTERS OF NATIONAL MINISTRIES**

	<b>MINISTRIES OF SOVEREIGNTY</b>	<b>MINISTRIES OF THE ECONOMIC SECTOR</b>	<b>MINISTRIES OF THE SERVICES SECTOR</b>
1.	Ministry of Presidency	Ministry of Finance and National Economy	Ministry of Health
2.	Ministry of Council of Ministers HQs	Ministry of Energy and Mining	Ministry of Humanitarian Affairs
3.	Ministry of Foreign Affairs	Ministry of Irrigation and Water Resources	Ministry of Labour, Public Service and Human Resources Development
4.	Ministry of Interior	Ministry of Agriculture and Forestry	Ministry of Environment and Urban Development (Physical Planning)
5.	Ministry of Justice	Ministry of Industry	Ministry of Education
6.	Ministry of Information and Telecommunications	Ministry of External Commerce	Ministry of Higher Education
7.	Ministry of Parliamentary Affairs	Ministry of Investment	Ministry of Culture, Youth and Sports
8.	Ministry of Defence	Ministry of wildlife Conservation and Tourism	Ministry of Science and Technology
9.	Ministry of Federal Governance	Ministry of Animal Resources and Fisheries	Ministry of Social Welfare, Gender and Child Affairs
10.		Ministry of Transportation, Roads and Bridges	Ministry of Guidance and Endowment
11.		Ministry of International Co-operation	

**THE IMPLEMENTATION MODALITIES  
OF THE FRAMEWORK AGREEMENT  
ON WEALTH SHARING**

*SIGNED AT NAIVASHA, KENYA, 31<sup>ST</sup> DECEMBER, 2004*





**The Implementation Modalities of the Wealth Sharing Agreement  
31<sup>st</sup> December/2004**

Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
<b>A. Land Ownership</b> 1. Institute a process to develop and amend the relevant laws to incorporate customary laws and practices.	During the Pre-interim Period after establishment of land commissions at all levels.	<ul style="list-style-type: none"> <li>• Land Commissions</li> <li>• Executive Bodies at all levels</li> <li>• Legislature at all levels</li> </ul>	<ul style="list-style-type: none"> <li>• NG</li> <li>• GOSS</li> <li>• States</li> <li>• International Community</li> </ul>	Location: Seats of land commissions, legislative and executive bodies	<ul style="list-style-type: none"> <li>• Land commissions to initiate the process and make recommendations to appropriate executive levels (NG, GOSS and States).</li> <li>• Ministry of Justice (NG, GOSS) to facilitate and support the process</li> <li>• Executive Bodies at all levels to approve and propose necessary bills to appropriate legislative bodies (NG, GOSS and States) to promulgate amended laws within their respective powers.</li> </ul>	2.5
2. Establish National Land Commission	After approval of Interim National Constitution	<ul style="list-style-type: none"> <li>• National Government and Presidency</li> </ul>	<ul style="list-style-type: none"> <li>• National Government</li> <li>• Donors and International community</li> </ul>	<ul style="list-style-type: none"> <li>• By the relevant legislation as per sub-section 2.6.10 of WSA.</li> <li>• Location: Khartoum</li> </ul>	<ul style="list-style-type: none"> <li>• The process to be initiated by the Presidency with facilitation and support from Ministry of Justice</li> <li>• National Land Commission Act</li> </ul>	2.6

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
3. Establish Southern Sudan Land Commission	After establishment of GOSS	<ul style="list-style-type: none"> <li>President of GOSS</li> </ul>	<ul style="list-style-type: none"> <li>GOSS</li> <li>Donors and International Community</li> </ul>	<ul style="list-style-type: none"> <li>By legislature of Southern Sudan as per sub-section 2.7.10 of WSA.</li> <li>Location: The Seat of GOSS</li> </ul>	<ul style="list-style-type: none"> <li>Members recommended by GOSS and States IGAD, IPF and World Bank/UNDP</li> <li>Chaired by GOSS appointee</li> <li>Decision by consensus</li> </ul>	2.7
<b>B. Oil Resources</b> 1. Consultation and participation of communities in the management of natural resources	Pre-Interim Period	<ul style="list-style-type: none"> <li>GOS</li> <li>GOSS</li> <li>States</li> <li>NPC</li> </ul>	<ul style="list-style-type: none"> <li>NG</li> <li>GOSS</li> </ul>	<ul style="list-style-type: none"> <li>Joint Technical committee of equal members from GONU, GOSS and producing States</li> </ul>	<ul style="list-style-type: none"> <li>Create awareness on basic rights and process of participation and consultation as per the CPA.</li> </ul>	3.1.2, 3.1.5, 3.1.6, 3.1.7




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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
2. Establish National Petroleum Commission (NPC)	Two weeks after the adoption of the Interim National Constitution and consequent formation of GONU and GOSS.	<ul style="list-style-type: none"> <li>• Presidency</li> </ul>	<ul style="list-style-type: none"> <li>• National Government</li> </ul>	<ul style="list-style-type: none"> <li>• As provided in sub-section 3.3 of WSA</li> <li>• Location: Khartoum</li> </ul>	<ul style="list-style-type: none"> <li>• To review current relevant legislation in oil sector so as to bring it in line and to comply with the CPA</li> </ul>	3.2
<b>C. Existing Oil Contracts</b>						
1. SPLM appoint a technical team, to have access to existing oil contracts	D Day + 30 Days	<ul style="list-style-type: none"> <li>• SPLM</li> <li>• Ministry of Energy and Mining</li> </ul>	<ul style="list-style-type: none"> <li>• SPLM</li> <li>• International community</li> </ul>	<ul style="list-style-type: none"> <li>• Technical Team of 6 members to be appointed by the SPLM</li> <li>• Technical Experts</li> <li>• Location: The Seat of SPLM and contracts to be accessed in Khartoum</li> </ul>	<ul style="list-style-type: none"> <li>• Decision by consensus</li> <li>• Reporting to GOSS within D Day +60 Days</li> <li>• Develop its internal regulations and procedures</li> <li>• Chaired by SPLM appointee</li> <li>• Sign confidentiality agreement as pre-condition as provided in sub-section 4.1 of WSA.</li> </ul>	4.1

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
2. Assess contracts with social and environmental problems	During Pre-interim period and after the recommendation of the Technical Team as provided in sub-section 4.1 of WSA.	<ul style="list-style-type: none"> <li>Joint Technical committee (GOSS and National Government) to be appointed by National Petroleum Commission (NPC)</li> </ul>	<ul style="list-style-type: none"> <li>National Government</li> </ul>	<ul style="list-style-type: none"> <li>Technical committee of equal members (National Government, GOSS and affected States) Location: Khartoum</li> </ul>	<ul style="list-style-type: none"> <li>The committee to set its own rules and regulation.</li> <li>Co-chaired by GONU and GOSS</li> <li>May seek technical assistance</li> <li>Decision by consensus</li> <li>Reporting to the NPC after its formation in 90 Days + 9 Months with actions taken within 60 days after the report.</li> </ul>	4.3
3. Remedy of persons whose rights have been violated by oil contracts	Upon signing the CPA	<ul style="list-style-type: none"> <li>Affected persons</li> </ul>			<ul style="list-style-type: none"> <li>Legal process as provided in sub-section 4.5 of WSA.</li> </ul>	4.5
<b>D. Sharing of Oil Revenue</b>						
1. Define "net revenue from oil".	During Implementation Modalities	<ul style="list-style-type: none"> <li>The GOS and SPLM Delegation to the implementation Modalities on WSA</li> </ul>		<ul style="list-style-type: none"> <li>The GOS and SPLM Delegation to the implementation Modalities on WSA.</li> </ul>	<ul style="list-style-type: none"> <li>Agreed Text on the definition and calculation of the net oil revenue attached as an appendix to the Implementation Modalities of WSA.</li> </ul>	5.3

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
2. Establish a system to monitor daily production of oil in all Sudan	Upon signing of CPA and within 60 Days	<ul style="list-style-type: none"> <li>GOS</li> <li>SPLM</li> </ul>	<ul style="list-style-type: none"> <li>GOS</li> <li>International community</li> </ul>	<ul style="list-style-type: none"> <li>Joint Technical Committee composed of equal members from GOS and SPLM.</li> </ul>	<ul style="list-style-type: none"> <li>The committee to review the existing monitoring system with a view of improving it and make necessary recommendations to NPC.</li> </ul>	5.3
3. Reveal to the SPLM production sharing formula between GOS and oil concessions	Upon signing of CPA and within 60 Days	<ul style="list-style-type: none"> <li>GOS</li> </ul>		<ul style="list-style-type: none"> <li>GOS</li> </ul>	<ul style="list-style-type: none"> <li>GOS will reveal this information to the SPLM Technical Team after signing confidentiality agreement</li> </ul>	5.3
4.a Agree on a mechanism to monitor Oil Revenue Stabilization Account (ORSA).	Upon signing of CPA and within 60 Days	<ul style="list-style-type: none"> <li>Joint Technical Committee</li> </ul>		<ul style="list-style-type: none"> <li>Equal members from GOS and SPLM/GOSS</li> </ul>	<ul style="list-style-type: none"> <li>To determine implementation of the mechanism to monitor ORSA</li> <li>Agree on coverage period of accumulated amount.</li> <li>Agree on method of having access and withdrawal by National Government and GOSS to the ORSA.</li> <li>Negotiations</li> <li>Building consensus</li> </ul>	5.4

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
4.b Agree on the benchmark price for 2005.	Upon signing of CPA and within the IMF quarterly review	<ul style="list-style-type: none"> <li>• Joint Technical Team from GOS and SPLM</li> </ul>		<ul style="list-style-type: none"> <li>• Equal Members from GOS and SPLM.</li> </ul>	<ul style="list-style-type: none"> <li>• Co-chaired</li> <li>• Building Consensus</li> <li>• Approach and discuss with the IMF the agreed benchmark price through the GONU.</li> </ul>	
4.c Agree on the annual benchmark price.	Annually within the budget process	<ul style="list-style-type: none"> <li>• NG</li> <li>• GOSS</li> <li>• CBOS</li> </ul>		<ul style="list-style-type: none"> <li>• National Ministry of Finance</li> <li>• GOSS Ministry of Finance</li> <li>• CBOS</li> </ul>	<ul style="list-style-type: none"> <li>• GOSS to fully participate in the determination of the benchmark price.</li> <li>• NG and GOSS to build a consensus on a benchmark price before discussion with the IMF.</li> <li>• Benchmark to be determined within the national macroeconomic framework.</li> <li>• After building consensus on the benchmark price with GOSS, NG with representation of GOSS to negotiate with IMF the final benchmark price.</li> </ul>	



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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
5. Establish a system to calculate and monitor net oil revenue.	Upon signing of CPA and within 30 Days	<ul style="list-style-type: none"> <li>• GOS</li> <li>• SPLM</li> </ul>	<ul style="list-style-type: none"> <li>• GOS</li> <li>• International community</li> </ul>	<ul style="list-style-type: none"> <li>• Joint Technical Committee composed of equal members from GOS and SPLM.</li> </ul>	<ul style="list-style-type: none"> <li>• The committee to review the existing monitoring system with a view of improving it and make necessary recommendations to NPC.</li> </ul>	5.3

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
6. Transfer of (2%) of producing State share of net oil revenue.	D Day	<ul style="list-style-type: none"> <li>National Ministry of Finance for Oil Producing States in the North</li> <li>Ministry of Finance of GOSS for Southern Sudan Oil Producing States</li> </ul>	-	-	<ul style="list-style-type: none"> <li>Transfer to start after establishing governments of the States.</li> <li>Money to be transferred monthly according to actual receipt of revenue.</li> <li>MOF (NG and GOSS) will transfer to States through their designated accounts.</li> <li>Ministries of Finance of Producing States in the South shall open accounts in the BOSS in which MOF of GOSS shall transfer 2% of oil revenue.</li> </ul>	5.5

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
7. Transfer of the GOSS share of 50% of net oil revenue.	D Day	<ul style="list-style-type: none"> <li>Oil Revenue Allocation Committee composed of representatives of: MOF (NG, SPLM/GOSS), NPC, CBOS, BOSS and relevant States.</li> </ul>	<ul style="list-style-type: none"> <li>NPC</li> </ul>	Location: National MOF, Khartoum	<ul style="list-style-type: none"> <li>The Committee to calculate the actual share of each Party in accordance with CPA and to ensure the transfer of these shares.</li> <li>GOSS prepares its Foreign Exchange budget requirements within the overall approved budget of GOSS. This budget shall be incorporated in CBOS Foreign Exchange budget.</li> <li>Foreign Exchange of GOSS is considered part of the National Reserve.</li> <li>GOSS shall use its share of this National Reserve to meet its Foreign Exchange requirements. All domestic operations and transactions of GOSS shall be in the national currency and any other circulating currencies in Southern Sudan until a new currency is issued as per sub-section 14.9 of WSA provided that GOSS foreign exchange transactions should only be conducted through BOSS.</li> </ul>	5.6



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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
					<ul style="list-style-type: none"> <li>• CBOS shall authorize BOSS to open foreign correspondent account in a prime bank of the latter's choice in favour of GOSS. This authorization shall include instruction to the foreign correspondent to provide the CBOS with a copy of the statement of the weekly position of this account.</li> <li>• GOSS all foreign exchange resources shall be deposited in this foreign correspondent account as mentioned above.</li> <li>• BOSS shall manage this account on the basis of the best banking practices in favour of GOSS and disburse it in a way to ensure macro-economic stability and national monetary policy objectives and requirements.</li> <li>• BOSS shall provide CBOS with relevant data as per sub-section 14.4 of Wealth Sharing Agreement.</li> </ul>	

Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
8. Establish Future Generation Fund.	Upon reaching a ceiling of 2 million barrels a day production	<ul style="list-style-type: none"> <li>Joint Technical Team (GOS and GOSS)</li> </ul>	<ul style="list-style-type: none"> <li>National Government</li> <li>GOSS</li> </ul>	<ul style="list-style-type: none"> <li>Equal members from NG and GOSS</li> </ul>	<ul style="list-style-type: none"> <li>Joint Team to be appointed by the Presidency</li> <li>Decision by consensus</li> <li>Establish internal regulations and procedures</li> <li>Co-chairing between the GOSS and NG</li> <li>Report regularly to Presidency.</li> </ul>	5.7

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
<p><b>E. Sharing of Non-oil Revenue</b></p> <p>1. Collection of non-oil revenue by GOSS and states.</p>	<p>After establishment of GOSS and governments of States</p>	<ul style="list-style-type: none"> <li>• Ministry of Finance of GOSS</li> <li>• Ministry of Finance of States</li> </ul>	<ul style="list-style-type: none"> <li>• GOSS</li> <li>• States</li> </ul>		<ul style="list-style-type: none"> <li>• GOSS and States to start collecting revenue as spelled out in the WSA in sub-sections 6.2 and 6.3.</li> <li>• Amending national taxation laws within 60 days after signing of CPA to conform to the WSA.</li> </ul>	<p>6.2, 6.3</p>

2. 2.15

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2. 2.15

Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
<b>F. Equalization &amp; Allocation of Nationally collected Revenues</b> 1. Establishment of National Revenue Fund (NRF)	D Day +1	<ul style="list-style-type: none"> <li>National Ministry of Finance</li> </ul>			Account to be in CBOS administered by Ministry of Finance for all revenues collected by the NG including net oil revenue due to GONU.	7.1

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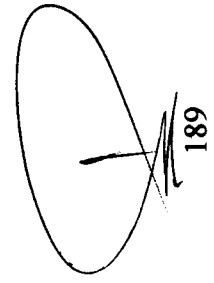
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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
<p>2. Agree on mechanisms to transfer to GOSS 50% of national non-oil revenues collected in Southern Sudan.</p>	<p>After establishment of GOSS</p>	<ul style="list-style-type: none"> <li>• National Ministry of Finance</li> <li>• Fiscal and Financial Allocation and Monitoring Commission (FFAMC)</li> </ul>	<p>GONU</p>	<ul style="list-style-type: none"> <li>• As provided in sub-section 7.3 and 8.3 WSA.</li> </ul>	<ul style="list-style-type: none"> <li>• The National Ministry of Finance will open an account in BOSS and instruct national bodies in charge of collecting national non-oil revenues, taking into consideration cost effectiveness, to collect national non-oil revenues in the South and to be deposited in the designated account, after deducting collection charges.</li> <li>• The National Ministry of finance shall instruct BOSS to transfer 50% of revenues deposited in the above account to Ministry of Finance of GOSS, and the remaining 50% to be transferred to the National Revenue Fund.</li> <li>• Account of the national non-oil revenues collected in the South will be submitted to FFAMC on quarterly basis.</li> </ul>	<p>7.3</p>

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
3. Review of allocation of 50% of national non-oil revenue collected in Southern Sudan to GOSS.	Mid-term Interim Period	<ul style="list-style-type: none"> <li>Joint Technical Committee (National Ministry of Finance and Ministry of Finance of GOSS)</li> </ul>	<ul style="list-style-type: none"> <li>National Government</li> </ul>	Equal Members (GOSS and GONU)	<ul style="list-style-type: none"> <li>Disagreement to be resolved by FFAMC</li> <li>FFAMC to initiate the process.</li> <li>Co-Chair between GONU and GOSS</li> <li>Decision by consensus</li> <li>Set its own regulations and procedures</li> <li>Report back to the FFAMC within one month after its establishment</li> <li>Seek relevant international assistance.</li> </ul>	7.3



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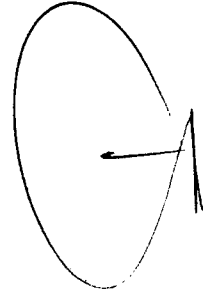
Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
4. Agree on an approach to appeal for donor funds for the reconstruction of South Sudan.	Immediately before the signing of CPA	<ul style="list-style-type: none"> <li>Joint Assessment Mission (JAM) Core Coordinating Group (CCG)</li> </ul>	<ul style="list-style-type: none"> <li>National Government</li> <li>International community</li> </ul>	<ul style="list-style-type: none"> <li>JAM CCG</li> </ul>	<ul style="list-style-type: none"> <li>JAM Core Coordination Group to initiate appeal strategy programme</li> </ul>	7.4



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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
<b>G. Fiscal and Financial Allocation and Monitoring Commission (FFAMC)</b> 1. Establish FFAMC	Pre-Interim Period after National Constitution Review Commission (NCRC) report approved as per sub-section 2.10.1.6 and 2.12.9 of Power Sharing Protocol	<ul style="list-style-type: none"> <li>• National Government, GOSS and States</li> <li>• Presidency to appoint the Chairperson</li> </ul>	<ul style="list-style-type: none"> <li>• National Government</li> <li>• International community</li> </ul>	<ul style="list-style-type: none"> <li>• As provided in sub-section 8.3 of WSA</li> <li>• Location: Khartoum</li> </ul>	<ul style="list-style-type: none"> <li>• As provided in sub-section 8.4 and 8.5 of the Wealth Sharing Agreement</li> </ul>	8.1



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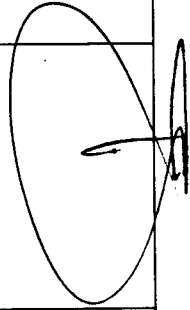


Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
2. Establish formulae for allocating resources to war affected areas	Pre-interim period after establishing FFAMC	<ul style="list-style-type: none"> <li>FFAMC</li> </ul>	<ul style="list-style-type: none"> <li>GONU</li> <li>International community</li> </ul>	FFAMC and may establish technical committee if necessary	<ul style="list-style-type: none"> <li>Formulae to be determined by FFAMC after receiving technical assistance report as per sub-section 8.10 of the Two Areas Protocol.</li> </ul>	8.2.3

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
<b>H. Division of Government Assets</b> 1. Establish a joint technical committee to assess and allocate assets between various levels of government	After establishment of GONU and GOSS and when disputes arise	<ul style="list-style-type: none"> <li>Joint Technical Committees for each level of government</li> </ul>	-	As provided in sub-section 11.1 of WSA	<ul style="list-style-type: none"> <li>Assets to be divided according to the function of each level of government as in schedules of powers A, B and C</li> <li>In case of conflict joint technical committees will be formed from each party involved in the dispute and mutually agreed expert committees should observe schedules A, B, C, D, E and F of powers</li> <li>Decision by consensus</li> <li>Set its own regulations and procedures</li> </ul>	11.1



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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
<b>I. Accounting Standards</b> 1. Establish National and Southern Sudan Audit Chambers	Immediately after establishment of GONU and GOSS	<ul style="list-style-type: none"> <li>• Presidency</li> <li>• National Assembly</li> <li>• GOSS</li> </ul>	<ul style="list-style-type: none"> <li>• National Government</li> <li>• GOSS</li> </ul>	As provided in sub-section 12.2 of WSA	<ul style="list-style-type: none"> <li>• As provided in sub-section 12.2 of WSA.</li> <li>• Until establishment of audit chambers, status quo will continue.</li> </ul>	12.2
<b>K. Financing the transition</b> 1. National Government assists the SPLM/A in the establishment of the new transitional governments at GOSS and State levels	After signing of the CPA	<ul style="list-style-type: none"> <li>• National Government</li> <li>• Joint National Transition Team (JNTT)</li> </ul>	<ul style="list-style-type: none"> <li>• International community</li> </ul>		<ul style="list-style-type: none"> <li>• National Government will provide technical assistance to the extent possible.</li> <li>• SPLM prepares financial basic urgent needs for the Pre-Interim Period.</li> <li>• The estimated amount of the urgent needs to be presented to the International Community for funding.</li> </ul>	13.1

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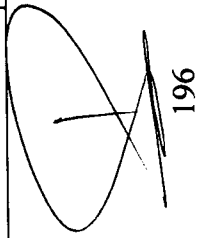
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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
2. Establish a Joint National Transition Team (JNTT)	Upon signature of CPA	<ul style="list-style-type: none"> <li>GOS (President of the Sudan)</li> <li>SPLM Chairman</li> </ul>	<ul style="list-style-type: none"> <li>GOS</li> <li>International Community</li> </ul>	<ul style="list-style-type: none"> <li>Equal members from GOS and SPLM</li> <li>Location: To be agreed upon by the Parties</li> </ul>	<ul style="list-style-type: none"> <li>JAM -CCG non-Sudanese members to be observers</li> <li>Co-chaired by GOS and SPLM.</li> <li>Free access to all places in Sudan for data collection</li> <li>Reporting to the leadership of the two Parties</li> <li>May seek relevant technical assistance</li> <li>Decision by consensus</li> <li>Set its own regulations and procedures</li> </ul>	13.2

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
<b>L. Banking &amp; Currency</b> 1. Enact/modify legislations to set up a dual banking system	Immediately upon signing CPA and within 90 Days	<ul style="list-style-type: none"> <li>National Legislature</li> </ul>	<ul style="list-style-type: none"> <li>CBOS</li> </ul>	<ul style="list-style-type: none"> <li>Technical team of equal numbers from National Government (CBOS) and GOSS.</li> </ul>	<ul style="list-style-type: none"> <li>CBOS to initiate the process</li> <li>Recommend amendments in all relevant laws to comply with the CPA.</li> <li>Chair to be agreed upon by GONU (CBOS) and GOSS.</li> <li>Technical team Appointed by the Presidency.</li> <li>Decision by consensus</li> <li>Set its own regulations and procedures.</li> </ul>	14.1
2. Appoint Board of Directors (BOD) of Central Bank of Sudan (CBOS)	Immediately within one week after ratification of CBOS Act	<ul style="list-style-type: none"> <li>Presidency</li> </ul>	<ul style="list-style-type: none"> <li>CBOS</li> </ul>	As provided in sub-section 14.8b of WSA.	<ul style="list-style-type: none"> <li>According to provision 14.8 of the Wealth Sharing Agreement</li> <li>Decisions on matters that may affect adversely the interest of either Party to WSA shall be by consensus</li> </ul>	14.8



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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
3. Restructure CBOS	Within 30 days after appointment of BOD	<ul style="list-style-type: none"> <li>CBOS BOD</li> </ul>	<ul style="list-style-type: none"> <li>CBOS</li> </ul>	<ul style="list-style-type: none"> <li>CBOS BOD</li> </ul>	<ul style="list-style-type: none"> <li>Restructuring CBOS banking system, general administration and departments and their functions to comply with the CPA.</li> </ul>	14.3
4. Establish Bank of South Sudan (BOSS)	Within 30 days after appointment of BOD	<ul style="list-style-type: none"> <li>CBOS BOD</li> </ul>	<ul style="list-style-type: none"> <li>CBOS</li> <li>International community</li> </ul>	<ul style="list-style-type: none"> <li>Location: Seat of GOSS</li> </ul>	<ul style="list-style-type: none"> <li>BOSS shall perform all activities stated in WSA to manage conventional banking in South Sudan.</li> <li>BOSS shall manage these activities as a window of CBOS and in accordance with CBOS policies, rules and regulations as per WSA.</li> <li>In performing these activities, the Deputy Governor of CBOS who is heading BOSS shall be accountable to the Governor of CBOS.</li> </ul>	14.2, 14.10
5.a Establish a joint committee to design national currency.	Immediately upon signing of CPA.	<ul style="list-style-type: none"> <li>Joint Technical Committee from (GOS and SPLM)</li> </ul>	<ul style="list-style-type: none"> <li>Donors</li> </ul>	<ul style="list-style-type: none"> <li>Technical Team of equal members (GOS and SPLM)</li> </ul>	<ul style="list-style-type: none"> <li>Co-chaired by GOS and SPLM</li> <li>Decision by consensus</li> <li>Reporting within 60 Days</li> </ul>	14.9

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
5.b. Assess circulating currencies in South Sudan	Within 30 days after signing the CPA.	<ul style="list-style-type: none"> <li>Joint Technical Committee (GOS, SPLM)</li> </ul>	<ul style="list-style-type: none"> <li>GOS</li> <li>Donors</li> </ul>	<ul style="list-style-type: none"> <li>Equal members (GOS, SPLM) and technical experts to be agreed upon</li> </ul>	<ul style="list-style-type: none"> <li>Co-chaired by GOS and SPLM</li> <li>Decision by consensus</li> <li>Reporting within 60 Days to CBOS</li> </ul>	
5.c Issuing new currency	After designing and assessing currencies circulating in South Sudan.	<ul style="list-style-type: none"> <li>CBOS</li> </ul>	<ul style="list-style-type: none"> <li>International community</li> <li>NG</li> </ul> 		<ul style="list-style-type: none"> <li>Printing will start within one month after designing, plating and engraving and will finish within 18 months.</li> <li>CBOS will create awareness about the new currency</li> <li>CBOS and BOSS to agree on preparation and arrangement for replacement of the circulating currencies in South Sudan.</li> <li>Priority will be given to meet currency demand and replacement of the circulating currencies in South Sudan.</li> </ul>	

Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
<b>M. Borrowing</b> 1. Enacting borrowing standards and requirements by CBOS	After amendment of CBOS Act to comply with the CAP and after establishment of GOSS and States.	<ul style="list-style-type: none"> <li>• CBOS BOD</li> </ul>	<ul style="list-style-type: none"> <li>• CBOS</li> </ul>	<ul style="list-style-type: none"> <li>• CBOS BOD and technical experts if needed</li> </ul>	<ul style="list-style-type: none"> <li>• To be determined by CBOS BOD</li> <li>• Reporting within 30 Days after the appointment of the CBOS BOD</li> </ul>	6.2.13, 14.1, 14.15, 14.16

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
<p><b>N. Reconstruction &amp; Development Funds</b></p> <p>1. Establish South Sudan Reconstruction and Development Fund (SSRDF)</p>	<p>After establishment of GOSS</p>	<ul style="list-style-type: none"> <li>SPLM Economic Commission/GOSS</li> </ul>	<ul style="list-style-type: none"> <li>GOSS Revenues</li> <li>Direct bilateral Grants</li> <li>Low Income Countries Under Stress (LICUS).</li> </ul>	<ul style="list-style-type: none"> <li>Steering Committee appointed by President of GOSS and including Ministry of Finance of GOSS, South Sudan Audit Chamber, all Southern States, representative of donors, representative of national MOF and National Audit Chamber as provided in sub-section 15.3. of WSA.</li> </ul>	<ul style="list-style-type: none"> <li>The procedures related to SSRDF shall be similar to the procedures provided in activity D.7 of transfer of 50% of net oil revenues to GOSS.</li> <li>SPLM to establish a committee to initiate the process of establishing SSRDF</li> </ul>	<p>15.1</p>



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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
2. Establish monitoring and evaluation system for accountability and transparency	Pre-interim Period	<ul style="list-style-type: none"> <li>GOSS</li> <li>Project Implementation Authority</li> </ul>	<ul style="list-style-type: none"> <li>LICUS</li> <li>International community and donors</li> </ul>	<ul style="list-style-type: none"> <li>Oversight committee appointed by the SPLM Chairman or President of GOSS</li> </ul>	<ul style="list-style-type: none"> <li>Oversight committee appointed by GOSS as per sub-section 15.3 of WSA to establish accountability and transparency monitoring and evaluation system</li> </ul>	15.2
3. Establish an oversight committee for SSRDF	Pre-interim Period and after the establishment of SSRDF	<ul style="list-style-type: none"> <li>GOSS</li> </ul>	<ul style="list-style-type: none"> <li>GOSS</li> <li>SSMDTF</li> <li>Donors</li> </ul>	<ul style="list-style-type: none"> <li>Ministry of Finance of (National (1), GOSS (2) and Southern States (10))</li> <li>Southern Sudan Audit Chamber (1) and National Audit Chamber (1)</li> <li>International community (1)</li> </ul>	<ul style="list-style-type: none"> <li>Chaired by Ministry of Finance of GOSS</li> <li>Internal and decision making procedures to be established by the Committee after its establishment.</li> </ul>	15.3

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
4. Establish National Reconstruction and Development Fund (NRDF)	Pre-interim Period	<ul style="list-style-type: none"> <li>• Ministry of Finance</li> <li>• JNTT</li> </ul>	<ul style="list-style-type: none"> <li>• GOS</li> <li>• Donors</li> <li>• NMDTF</li> </ul>	<ul style="list-style-type: none"> <li>• Technical steering committee composed of Ministry of Finance (National and GOSS), Ministry of International Corporation, Audit Chambers (National and GOSS), representatives of war-affected States and least developed States in the North, one representative of international community if agreed upon by the technical steering committee</li> </ul>	<ul style="list-style-type: none"> <li>• Annual resource envelope to be determined within the budget.</li> <li>• Priority projects can be submitted to NMDTF.</li> <li>• Chaired by National Ministry of Finance</li> <li>• Allocation as spelled in 8.6 and 8.7 of the Two States Protocol.</li> <li>• May seek technical assistance when necessary</li> </ul>	15.4

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
5. Establishment of two multi-donor trust funds (MDTFs) -- one for Southern Sudan and other national.	Pre-Interim Period before the donors conference	<ul style="list-style-type: none"> <li>National MDTF (National Government and World Bank)</li> <li>South Sudan MDTF (SPLM/GOSS and World Bank)</li> </ul>	<ul style="list-style-type: none"> <li>International community</li> </ul>	<p><u>National MDTF</u></p> <ul style="list-style-type: none"> <li>Management consists of:               <ol style="list-style-type: none"> <li>MDTF Donors Group for coordination, consultation and mobilization</li> <li>Oversight Committee (NG and Donors), and observer from GOSS/SPLM</li> <li>Technical Secretariat (WB Administrator, NG designated body)</li> </ol> </li> <li>Programme Implementation Agency : NG</li> </ul>	<ul style="list-style-type: none"> <li>Governance including fiduciary to be set by World Bank and National Government for NMDTF and SPLM/GOSS for SSMDTF in consultation with International Community and stakeholders.</li> <li>NG to determine projects to be implemented by UN agencies, NGOs, local governments, communities, National Government agencies, private sector and others in the North.</li> <li>SPLM/GOSS to determine projects to be implemented by UN agencies, NGOs, local governments, communities, SPLM/GOSS agencies, private sector and others in the South.</li> </ul>	15.5

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
				<p><u>South Sudan MDTF:</u></p> <ul style="list-style-type: none"> <li>• Management consists of:               <ol style="list-style-type: none"> <li>1. MDTF Donors Group.</li> <li>2. Oversight Committee (SPLM/GOSS, Donors) and observer from NG.</li> <li>3. Technical Secretariat (WB Administrator, SPLM/GOSS designated bodies)</li> </ol> </li> <li>• Programme Implementation Agency: SPLM/GOSS</li> </ul>	<ul style="list-style-type: none"> <li>• UN Agencies to be allowed to operate within their rules and regulations with special arrangement on external audit to be agreed between the World Bank and UN.</li> <li>• Earmarking will not be allowed but sectoral preference can be expressed.</li> <li>• Project Implementation Agency to assign and oversee project implementation by a variety of entities</li> </ul>	



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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
6. Set criteria for eligible financing from MDTFs.	Pre-Interim Period before the donors conference	<ul style="list-style-type: none"> <li>To be determined by MDTF systems.</li> </ul>	<ul style="list-style-type: none"> <li>Donors</li> </ul>		<ul style="list-style-type: none"> <li>To be determined by MDTF systems in accordance with the findings of the JAM.</li> <li>Priorities will include:               <ol style="list-style-type: none"> <li>Programmes submitted to MDTFs are part of annual budget and determined by NG and SPLM/GOSS in consultation with MDTF Steering Committees respectively.</li> <li>Rehabilitation and reconstruction in war affected areas</li> <li>Rehabilitation and reconstruction in least developed areas</li> </ol> </li> </ul>	15.7

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process or Criteria	Clause in the Agreement
7. Establishment of special accounts in a commercial bank in Southern Sudan for GOSS	Pre-interim Period	<ul style="list-style-type: none"> <li>Ministry of Finance of GOSS</li> </ul>	-	-	<ul style="list-style-type: none"> <li>4. Priorities of Poverty Eradication Strategy Concept Note.</li> <li>5. Capacity Building and decentralization</li> <li>6. Peace Building and security (DDR, IDPS, ..etc).</li> </ul>	15.11

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**Appendix**  
**Implementation Modalities of Wealth Sharing Agreement**  
**Definition and Calculation of Net Oil Revenue**

**1. General Definitions:**

(a) **Cost Oil:** It is a percentage from the daily production to cover the production cost (exploration, development and operating cost). Exploration and development costs are classified as capital cost amortized within four years. The operating cost is paid annually. If the cost oil is greater than the recoverable cost (actual cost) the difference (Excess Oil) will be added to the government share. If recoverable cost is greater than the cost oil then the difference shall be carried over for the next year. However the Division of Excess Oil between the Government and Contractors is subject to the variables of each agreement.

(b) **Profit Oil:** It is the remaining balance from the daily production after deducting the cost oil.

(c) **Government Share:** It is the percentage share of the government from the profit oil after deducting the contractor's share that is subject to contract agreements. It increases with the increase in production.

(d) **Government Entitlement:** It consists, at Intake Point, of (Government Share plus excess oil plus under lifting less over lifting). Part of the Government Entitlement is either used for local refineries or for export.

(e) **Intake Point:** is the injection point between the pipeline network operated by contractor under the Agreement and the transportation system operated by or under the control of the transporter.

**2. Calculation of Government Net Oil Revenue:**

Government Entitlement x Export price<sup>3</sup>  
Less Tariff (transport/pipeline fee)  
Less Management fee  
*Equal Government net oil revenue*

**3. Calculation of Oil Revenue Stabilization Fund:**

Government Net Oil Revenue from export  
Less Actual Export Quantities x benchmark price  
*Equal Total Oil Revenue Stabilization Fund*

**4. Government Net Oil Revenue Available for Allocation:**

Government net oil revenue

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<sup>3</sup> Export shall be valued at the actual Free On Board (FOB) export price and oil delivered to the refineries shall be valued at the average FOB export price of the last calendar month.

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Less oil revenue stabilization fund

*Equal Total government net oil revenue available for allocation*

**5. Producing States Share of Net Oil Revenue:**

<sup>1</sup>  
Two Percent (2%) Percent of the total government net oil revenue available for allocation as per WSA.

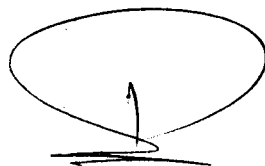
**6. GOSS Share:**

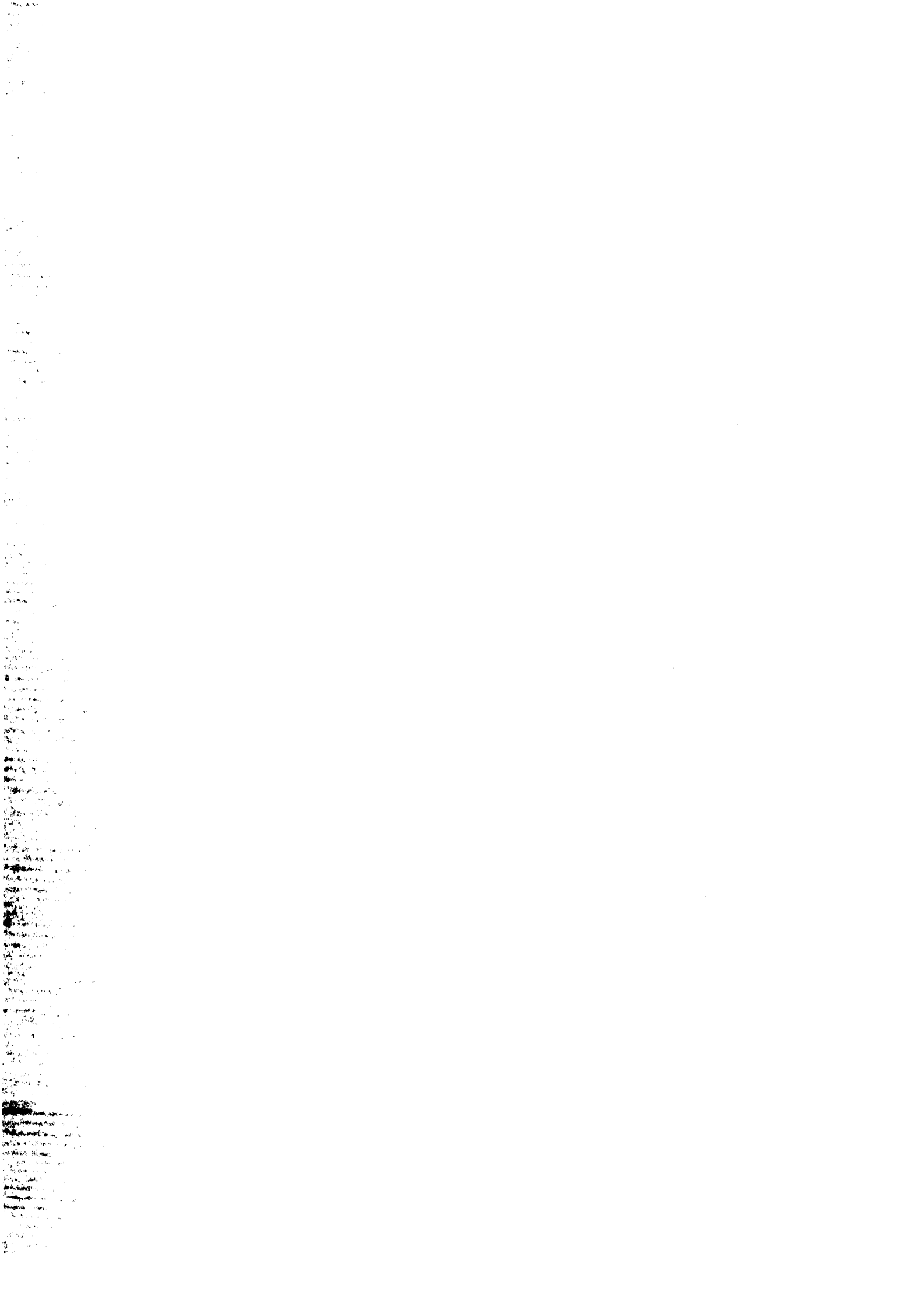
Fifty Percent(50%) Percent of (percentage of the oil produced in the South from the total production multiply by net oil revenue available for allocation after deducting States share)



**THE IMPLEMENTATION MODALITIES OF  
THE PROTOCOL ON THE RESOLUTION OF  
THE ABYEI CONFLICT**

*SIGNED AT NAIVASHA, KENYA, 31<sup>ST</sup> DECEMBER, 2004*





# Implementation Modalities on the Protocol on the Resolution of the Abyei Conflict

31<sup>st</sup> December, 2004

Activities	Timing	Executing Body/Authority	Funding Sources	Composition	Procedures and Process	Reference in the Agreement
<b>A. Abyei special Administrative Status</b>						
1. According to Abyei special administrative status	Upon signature of Comprehensive Peace Agreement	Presidency			As per agreement on Abyei	1.2, 2.1
2. Abyei residents becoming citizens of both Southern Kordofan and Bahr el Ghazal	Upon signature of CPA	As per Abyei Protocol			As per agreement on Abyei	1.2.1
3. Representation of Abyei residents in the legislatures of Southern Kordofan and Bahr el Ghazal	When relevant legislature comes to effect	The Parties	Relevant State Legislature			1.2.2
4. Establishing Executive Council	As per Abyei Protocol	Presidency	Presidency	As per agreement	Appointment/election	1.2.2
5. Establish mechanism to transfer shares of net oil revenue from Abyei Area	As per Wealth Sharing Agreement					1.2.3
6. Deployment of international monitors to ensure full implementation of this Agreement	After this Agreement comes into force	International Community	International Community	International Monitors	As per Agreement on Abyei	1.2.5

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Activities	Timing	Executing Body/Authority	Funding Sources	Composition	Procedures and Process	Reference in the Agreement
<b>B. Administrative Structure</b>						
1. Mechanism for appointment of members of Abyei Council	As per Abyei Protocol	Presidency	Presidency	Twenty (20) members Representative and Inclusive	Appointment and election	2.2
2. Appointment of Chief Administrator and his/her deputy	As per Abyei Protocol	Presidency	Presidency		Appointment and election	2.4
3. Appointment of heads of departments	As per Abyei Protocol	Presidency & Chief Administrator		Five (5) Representative and inclusive	Recommendation of Chief Administrator/Presidency appoints	2.4
4. Determining the executive, legislative and financial powers and competencies of Abyei Area	As per Abyei Protocol	Presidency	Presidency		Recommendation by the Executive Council of Abyei/Presidency	2.6
5. Establishment of Courts for Abyei Area	As per Agreement on Abyei Area	National Judiciary	Abyei Area Administration (Executive)		Recommendation by the Executive Council of Abyei/Presidency applies/National Judiciary establishes	2.7
<b>C. Financial Resources</b>						
1. Sharing of net oil revenue from oil produced in Abyei Area	As per Wealth Sharing Agreement	As per Wealth Sharing Agreement	As per Wealth Sharing Agreement		As per Wealth Sharing Agreement	3.1

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Activities	Timing	Executing Body/Authority	Funding Sources	Composition	Procedures and Process	Reference in the Agreement
2. Mechanism of transferring other non-oil financial resources to Abyei administration					As per Wealth Sharing Agreement	3.2
3. Allocation from National Government to cover cost of establishment of the new administration, its running cost and provision of services	Upon establishment of Abyei Administration	Presidency	Presidency		Be deposited into Abyei Area special Account	3.2.5
4. Establishment of Abyei Resettlement, Reconstruction and Development Fund	Upon establishment of Abyei Administration	Abyei Executive Council	Abyei Administrative Council	To be determined by Abyei Administrative Council	Appointment by the Executive Council	3.3
5. National Government appeals to international donor community to facilitate the return and resettlement of the residents of Abyei Area.	Upon signature of the CPA	National Government			Appeal by the National Government	3.4
6. Opening of Special Accounts for Abyei Administration	After the appointment of the Chief Administrator	Abyei Executive Council	Presidency		Abyei Executive proposes Special Account, Presidency approves.	3.5

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Activities	Timing	Executing Body/Authority	Funding Sources	Composition	Procedures and Process	Reference in the Agreement
<b>D. Geographical Boundaries</b>						
1. Establishment of Abyei Boundaries Commission	Upon signature	The Two Parties	<ul style="list-style-type: none"> <li>• Presidency</li> <li>• International Community</li> </ul>	As per Parties' agreed text on 17/12/2004 (Abyei Appendix) Attached. Article (1)	The Two Parties	5.1
2. Mechanism for selecting members of Abyei Boundaries Commission	As per the Parties' attached agreed text of 17/12/2004 (Abyei Appendix). Article (2)	The Two Parties	<ul style="list-style-type: none"> <li>• Presidency</li> <li>• International Community</li> </ul>	As per attached agreement of 17/12/2004 Article (2)	As per the Parties' agreed text of 17/12/2004 (Abyei Appendix)	5.2
3. Presentation of final report of boundaries on Abyei	Before the end of the pre-interim period	Abyei Boundary Commission			As per the Parties' agreed text of 17/12/2004 (Abyei Appendix)	5.3
4. Putting the special administrative status of Abyei Area into immediate effect	By the beginning of the Interim Period. Article (6) and (7) of the Parties' agreed text of 17/12/2004 (Abyei Appendix)				As per attached Parties' agreed text of 17/12/2004 (Abyei Appendix)	5.3

Activities	Timing	Executing Body/Authority	Funding Sources	Composition	Procedures and Process	Reference in the Agreement
<b>E. Residents</b>						
1. Setting criteria of residence in Abyei area	Prior to elections	Abyei Referendum Commission			To be worked by the referendum commission	6.1
2. Mechanism for representation of residents of Abyei Area in the two legislatures	Prior to elections	Presidency/ National Electoral Commission			On appointment/Election	6.2
<b>F. Security Arrangements</b>						
1. Establishment of Abyei Area Security Committee	As soon as the executive is formed	Abyei Administration	Abyei Administration	As per Agreement		7.1
2. Formation and Deployment of Joint Battalion in Abyei Area (JIU Battalion)	As per Ceasefire Agreement	JDB	JDB	JIU	As per Ceasefire Agreement	7.2
3. Deployment of international monitors	As per Ceasefire Agreement	As per Ceasefire Agreement	As per Ceasefire Agreement	As per Ceasefire Agreement	As per Ceasefire Agreement	7.4
<b>G. Abyei Referendum Commission</b>						
1. Establishment of Abyei Referendum Commission	Simultaneously with the establishing the South Sudan Referendum Commission	Presidency	Presidency	To the determined by the Presidency	To be determined by the Presidency	8.1
2. Abyei Referendum	Simultaneously with the South Sudan Referendum	Abyei Referendum Commission	Presidency		To be determined by the Presidency	8.2

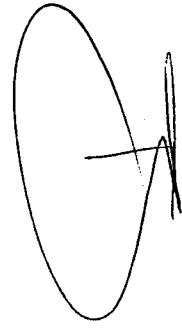
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Activities	Timing	Executing Body/Authority	Funding Sources	Composition	Procedures and Process	Reference in the Agreement
<b>H. Reconciliation Process</b> 1. Peace and reconciliation process in Abyei Area	Upon signature of the Comprehensive Peace Agreement	<ul style="list-style-type: none"> <li>• Presidency,</li> <li>• Abyei Area Council Administration,</li> <li>• Bahr El Ghazal</li> <li>• W. Kordofan</li> <li>• Civil Society</li> </ul>	Presidency/Abyei Administration/International/Community/Civil Society	All stakeholders	As to be determined by the Presidency	9

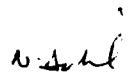
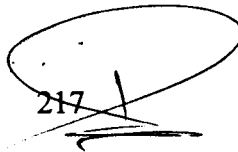


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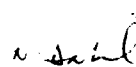
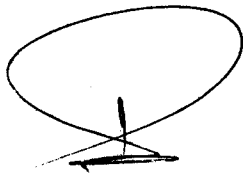

## ABYEI APPENDIX

### UNDERSTANDING ON ABYEI BOUNDARIES COMMISSION

1. Upon signature, and notwithstanding Article 5.1 of the Protocol on Abyei, there shall be established by the Parties Abyei Boundaries Commission (ABC) to define and demarcate the Area of the nine Ngok Dinka Chiefdoms transferred to Kordofan in 1905, referred to herein as Abyei Area.
2. Pursuant to Article 5.2 of the Protocol on Abyei, the ABC shall be composed as follows:-
  - 2.1 One representative from each Party;
  - 2.2 The Parties shall ask the US, UK and the IGAD to nominate five impartial experts knowledgeable in history, geography and any other relevant expertise. The ABC shall be chaired by one of those experts;
  - 2.3 Each Party shall nominate two from the present two administrations of Abyei Area;
  - 2.4 The GOS shall nominate two from the Messiriya;
  - 2.5 The SPLM/A shall nominate two from the neighbouring Dinka tribes to the South of Abyei Area.
3. The ABC shall listen to representatives of the people of Abyei Area and the neighbours, and shall also listen to presentations of the two Parties.
4. In determining their findings, the Experts in the Commission shall consult the British Archives and other relevant sources on Sudan wherever they may be available, with a view to arriving at a decision that shall be based on scientific analysis and research. The experts shall also determine the rules of procedure of the ABC.
5. The ABC shall present its final report to the Presidency before the end of the Pre-Interim Period. The report of the experts, arrived at as prescribed in the ABC rules of procedure, shall be final and binding on the Parties.
6. The Presidency shall establish the administration of Abyei Area simultaneously with the Government of South Sudan and the Governments of Southern Kordofan and Blue Nile States by the beginning of the Interim Period.
7. In case the ABC delays presentation of the final report beyond the time prescribed above, the Presidency shall take necessary action to put the Abyei Area special status into effect with Abyei town as its seat subject to any readjustment or confirmation by the ABC final report.


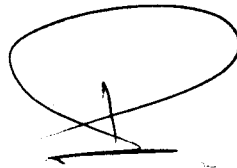
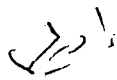


8. Meanwhile, the two Parties shall issue appropriate instructions to their respective administrations in Abyei Area to facilitate the return of the citizens of the Area. The JIUs and the UN monitors shall facilitate and provide necessary protection to the IDPs.
9. The Parties shall issue an appeal to the International Community to make funds available for the formation and proper functioning of the ABC.



**THE IMPLEMENTATION MODALITIES OF THE  
PROTOCOL ON THE RESOLUTION OF  
CONFLICT IN SOUTHERN KORDOFAN AND  
BLUE NILE STATES**

*SIGNED AT NAIVASHA, KENYA, 31<sup>ST</sup> DECEMBER, 2004*





**The Implementation Modalities for the Protocol on the Resolution of Conflict in Southern Kordofan and Blue Nile States  
31<sup>st</sup> December, 2004**

Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process and Criteria	Reference in the Agreement
<b>A. Preamble</b> Settling the name of Nuba Mountains/Southern Kordofan & issues of merger	During the current negotiations	SPLM and GOS Negotiating Teams			As per attached Southern Kordofan Appendix of the two Parties dated 21/12/2004.	
<b>B. Popular consultation</b> 1. Subjecting the Comprehensive Agreement to the will of the people of the two areas	The beginning of the 4 <sup>th</sup> Year of the signing of the Agreement.	Elected legislature of the two States		<ul style="list-style-type: none"> <li>Members of the State Legislature</li> </ul>	<ul style="list-style-type: none"> <li>Evaluation of the commissions reports, recommendations, consultations,</li> <li>Debate, rectification within the framework of agreement engagement with the GONU.</li> </ul>	3 3.2
2. Establishment of two Parliamentary Assessment and Evaluation Commissions	Immediately After the elected Legislative bodies come into force DD + 3 years	The legislature of the two States	<ul style="list-style-type: none"> <li>Two States</li> <li>International community</li> </ul>	As determined by state legislature provided that it will include the NCP and SPLM	As determined by the legislature of the two states which may include consultants	3.3

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process and Criteria	Reference in the Agreement
3. Establishment of Presidential Monitoring and Evaluation Commission	By the end of the second year of the Interim Period	The Presidency	<ul style="list-style-type: none"> <li>GONU</li> <li>International Community</li> </ul>	To be determined by the Presidency considering exclusivity and representativity	As shall be determined by Presidency	3.4
5. Rectifying the Peace Agreement	End of the 4 <sup>th</sup> Year of signing the Agreement.	The elected Legislatures of the two states + state Govt., National Govt.	GONU		Elected Legislature engage within GONU	3.6
6. Establishment of State Legislature	Within the Pre- Interim Period.	NCP and SPLM		As agreed Percentages	<ul style="list-style-type: none"> <li>Each party selects its own members.</li> </ul> Presidency Confirms	
7. Appointment of Governor and Deputy Governor	After the Institution of Presidency is formed	NCP and SPLM		One + One	Each party nominates and the Presidency appoints.	
8. Appointment of State Council of Ministers in Pre-Elections and Commissioners	After the appointment of the Governor	State Governor and State Legislation in Consultation with the Parties	State Executive	As per percentages agreed to and applicable to all levels of Executive and Legislature	<ul style="list-style-type: none"> <li>Governor nominates,</li> <li>Legislature confirms,</li> <li>Governor appoints.</li> </ul>	
9. Appointment of State Council of Ministers and	Immediately after the	The State Governor and	State		Governor appoints in accordance with the	5.2

Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process and Criteria	Reference in the Agreement
Commissioners	elections	the State Legislature			State Interim Constitution	
10. Establishment of local councils pre-elections	After the appointment of Commissioners	Governor in Consultation with the Commissioner.	State	According to the State Interim Constitution	As to be determined by the Parties.	5.5
11. Elected Local Councils	After the elections	Electoral Commission		As per State Interim Constitution	As laid down by the Electoral Commission.	
12. Establishment of State Security Committee	Immediately after the State Government is in force	The State Executive	State	As provided in sub-section 5.6 + Deputy Governor	According to the Law.	5.6
13. State Police Service, Prisons Wildlife, Fire Brigade be recruited	Within the first six months of the Interim Period	State Executive (Institutions concerned).	State		<ul style="list-style-type: none"> <li>• These Forces shall undergo reorganization/ training in accordance with the national standards.</li> <li>• Deployment</li> </ul>	5.9
<b>C. The State Legislature</b>						
1. Drafting, preparation and adoption of State Constitution	After the adoption of the Interim	<ul style="list-style-type: none"> <li>• State Legislature</li> </ul>	State	<ul style="list-style-type: none"> <li>• As Shall be agreed to by</li> </ul>	State Constitution drafting Committee will:-	6.2

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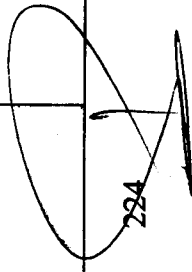
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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process and Criteria	Reference in the Agreement
	National Constitution and preparation of the state model constitution	<ul style="list-style-type: none"> <li>Constitutional Review Commission</li> </ul>		the parties, inclusive and representative as shall be determined by the Legislature.	<ul style="list-style-type: none"> <li>Take Interim National Constitution, State model constitution, State values and customs.</li> <li>Consultations with the population, Ministry of Justice Confirms compatibility.</li> </ul>	
2. New Legislation/laws	After the establishment of the State Legislature	State legislature and Governor	State Executive		According to State Interim Constitution and the Internal Regulations of the State Legislature	6.5
<b>D. The State Judiciary:</b> Establishment of State Courts	After the adoption of the State Interim Constitution	The State Judiciary.	<ul style="list-style-type: none"> <li>GONU</li> <li>State</li> </ul>	As shall be provided by States Constitution	The Interim State Constitution shall provide for establishment of state courts.	7.2

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process and Criteria	Reference in the Agreement
<b>E. State Share in National Wealth</b>						
1. Collection of taxes and revenue	Immediately after the new Government comes into force	State executive	State	As per composition of the State Finance	<ul style="list-style-type: none"> <li>According to rules and regulation of the State Finance</li> <li>Laws and by-laws initiated by the State Executive and issued by the State Legislature/Local Councils.</li> </ul>	8.2
2. Transfer of State's share of (2%) of net oil revenue oil producing States	As per WSA	As Per WSA	As Per WSA	As per WSA	As per Formula provided in WSA	8.3
3. State representation in FFAMC	As per WSA	As per WSA	As per WSA	As per WSA	As per wealth sharing formula	8.4
4. Transfer of State's share in NRDF	As per WSA	As per WSA	As per WSA	As per WSA	As provided in sub-sections 8.6 and 8.8 of this Two States Protocol	8.7
5. Presidential additional allocation to State	After the formation of the State Government	The Presidency			To be deposited in the State Account	8.9

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process and Criteria	Reference in the Agreement
6. Establishment of Technical Committee for Division of government assets and disputes resolution	Whenever dispute arises	GONU and state concerned	<ul style="list-style-type: none"> <li>State Government and</li> <li>GONU</li> </ul>	<ul style="list-style-type: none"> <li>One from each Party</li> <li>One Expert.</li> </ul>	As per Two States Protocol	8.14
<b>F. State Land Commission</b>						
1. Establishment of State Land Commission	After the establishment of the state Government.	The state executive	State	To be determined by the State Executive in consultation with the National Land Commission.	To be developed by the State Executive in consultation with the National Land Commission.	9.3
2. Review existing land leases and contracts and examine the criteria	On complaints lodged	<ul style="list-style-type: none"> <li>State Land Commission</li> <li>State Executive</li> </ul>	State	As shall be determined by the State Executive	As per Two States Protocol	9.6
<b>G. Security Arrangements</b>						
SAF troops level in the two States	After the formation of the Institution of the Presidency	Presidency	GONU		As per Permanent Ceasefire Agreement	10.1

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process and Criteria	Reference in the Agreement
<b>H. Pre-Election Arrangements</b>						
1. Representation of the state in National institutions	As per PSP and WSA.	Presidency			By appointment	11.2
2. Representation in national Legislative Assembly					As per Power Sharing Protocol	
3. Representation in Council of states					As per Power Sharing Protocol	
5. Representation Fiscal and Financial Allocation & Monitoring Commission					As per Wealth Sharing Implementation Modalities	
6. Representation in Constitutional Review Process					As per Power Sharing Protocol	
7. Representation in NRDF Steering Committee					As per Wealth Sharing Implementation Modalities	
8. Order in which each party assumes the governorship in each state.	After the establishment of the Presidency	Presidency	State	<ul style="list-style-type: none"> <li>• Governor</li> <li>• Deputy Governor</li> </ul>	<ul style="list-style-type: none"> <li>• Parties</li> <li>• Nominate.</li> <li>• Presidency appoints</li> </ul>	11.1.5

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Activities	Timing	Executing Body	Funding Sources	Composition and Location	Procedures, Process and Criteria	Reference in the Agreement
8.A. Southern Kordofan	After the establishment of the presidency	Presidency	State	First rotation SPLM assumes the office of the Governorship and the NCP assumes the office of the Deputy Governor	He/She shall assume the office for (18) month from the date of appointment	11.1.5
8.B. Blue Nile State	After the establishment of the presidency	Presidency	State	First rotation the NCP assumes the office of the Governorship and SPLM assumes the office of the Deputy Governor.	He/She shall assume the office for (18) month from the date of appointment.	11.1.5



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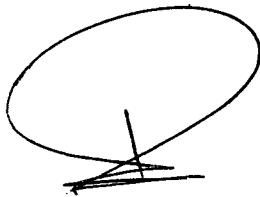
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## **SOUTHERN KORDOFAN APPENDIX STATE OF SOUTHERN KORDOFAN**

1. The name of the State shall be Southern Kordofan and its Capital shall be Kadugli.
2. The State Legislature shall compose of Fifty-Four (54) members, Thirty Six (36) from the previous Southern Kordofan component and Eighteen (18) from the previous Western Kordofan component including Abyei. However representation of the two components is subject to readjustment according to the population census and the decision of the National Electoral Commission as appropriate.
3. For the pre-election formation of the State Legislature, the GOS shall nominate Eighteen (18) members from the previous Southern Kordofan component and Twelve (12) members from the previous Western Kordofan component, whereas the SPLM/A shall nominate Eighteen (18) members from the previous southern Kordofan component and Six (6) members from the previous Western Kordofan component.
4. The State Cabinet shall be composed as follows:-
  - 4.1 The State shall have Eleven (11) cabinet members including the Governor and the Deputy Governor, Seven (7) cabinet members shall be from the Southern Kordofan component and Four (4) cabinet members shall be from the Western Kordofan component.
  - 4.2 For the pre-election formation of the State cabinet, the GOS shall nominate Six (6) cabinet members of whom Three (3) shall be from each component, whereas the SPLM/A shall nominate Five (5) cabinet members of whom Four (4) shall be from the previous Southern Kordofan component and One (1) shall be from the previous Western Kordofan component.
5. Regarding the representation of the State in the Council of States:-
  - 5.1 Each of the two components shall have one of the two representatives in the Council of States. However, this arrangement shall be subject to any agreed future changes.
  - 5.2 In the pre-election arrangement the GOS shall nominate the representative from the previous Western Kordofan component whereas the SPLM/A shall nominate the representative from the previous Southern Kordofan Component.
6. El-Fula shall have branches of all the State ministries and Institutions each headed by a Deputy Secretary General. The branch shall abide by the

7. policies and directives of the concerned ministry and report to its Secretary General.
8. The previous Western Kordofan component (with all its localities) shall continue to enjoy all benefits of the current Western Kordofan Fund, which shall be sustained by the National Government.
9. The State share of the Oil Revenue shall be distributed as follows:-
  - 8.1 The Two Percent (2%) due of the oil revenue produced in any part of the State shall benefit the two components of the state equitably.
  - 8.2 The Two Percent (2%) forming the Messiriya share in Abyei oil shall benefit the previous Western Kordofan component
  - 8.3 The Two Percent (2%) forming the Western Kordofan share of Abyei Oil shall be equally divided between the two components of the state One Percent (1%) each.
10. Notwithstanding that Kadugli is the Capital and seat of the state legislature, the State legislature shall convene its sessions alternately in Kadugli and El-Fula.
11. Presidency declares the formation of Southern Kordofan State as per agreed borders of 1974.

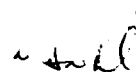
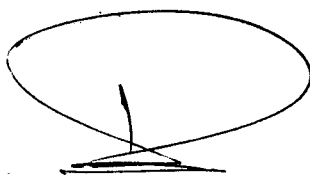
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**LIST OF CORRECTIONS IN THE  
PROTOCOLS AND AGREEMENTS**

*Signed at Naivasha, Kenya on 31<sup>st</sup> December, 2004*







## 1. General Provisions

- 1.1. Change the words "South Sudan" to "Southern Sudan" in all the Protocols and Agreements.
- 1.2. Insert the word "Interim" whenever there is a reference to National Constitution.
- 1.3. Change the words "State/Region" to "State" in all the Protocols and Agreements.
- 1.4. Change words "Southern Kordofan/Nuba Mountains" to "Southern Kordofan" in all the Protocols and Agreements.
- 1.5. Any reference to the Government of the Sudan (GOS) shall also make reference to the Government of the Republic of the Sudan in all the Protocols and Agreements.

## 2. Protocol on Power Sharing Protocol, dated May 26<sup>th</sup>, 2004

- 2.1. The sub-section 2.2.7.3. to be re-numbered as 2.2.8 and the subsequent sub-sections up to 2.2.13 to be re-numbered accordingly. Any relevant cross reference in the Agreement (if any) shall be renumbered accordingly.
- 2.2. The sub-section 2.5.6 that reads:  
  
*"The Government of National Unity shall be responsible for establishing recruitment systems and admission policies to national universities, national institutes, and other institutions of higher education based on fair competition, giving equal opportunity to all citizens"* in the second paragraph on page 26 to be renumbered as sub-section 2.5.7.
- 2.3. The sub-section 3.5.1 that reads:  
  
*"Pending the elections, the First Southern Sudan Assembly shall be an inclusive, constituent legislature comprised of:-"* shall read as follows:  
  
*Pending the elections, the First Southern Sudan Assembly shall be an inclusive, constituent legislature comprised as follows:-*
- 2.4. The sub-section 3.5.4 that reads:  
  
*"The Southern Sudan Constitution shall make provision for the Assembly of Southern Sudan to be re-constituted through elections in accordance with the provisions herein related to the timing of general elections. The Constitution of the Southern Sudan shall also make provision for the election of the President and appointment of the Vice President of the Government of Southern Sudan. Such elections shall be in accordance with the provisions set forth by the National Electoral Commission specified in sub-paragraph 2.10.1.1 herein"* shall read as follows:

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*The Constitution of Southern Sudan shall make provision for the Assembly of Southern Sudan to be re-constituted through elections in accordance with the provisions herein related to the timing of general elections. The Constitution of Southern Sudan shall also make provision for the election of the President and appointment of the Vice President of the Government of Southern Sudan. Such elections shall be in accordance with the provisions set forth by the National Electoral Commission specified in sub-paragraph 2.10.1.1 herein”*

2.5. The sub-section 3.5.5. that reads:

*“The Assembly of Southern Sudan may amend the Constitution of the Southern Sudan by a two-thirds majority vote of all members” shall read as follows:*

*“The Assembly of Southern Sudan may amend the Constitution of Southern Sudan by a two-thirds majority vote of all members”*

2.6. Add to the Legislature of Southern Sudan sub-section 3.5.7 that reads as follows:

*Any bill duly approved by the Legislature of Southern Sudan shall be signed into law by the President of Government of Southern Sudan within thirty (30) days, failing which it shall be deemed to have been so signed. Where the President of Government of Southern Sudan withholds his/her signature, he/she must present reasons for his/her refusal to so sign when re-introducing the bill to the Legislature of Southern Sudan within the 30-day period stated herein. The Bill shall become law if the Legislature of Southern Sudan again passes the bill by a two-thirds majority of all the members of the Legislature of Southern Sudan and the assent of the President of Government of Southern Sudan shall not be required.*

2.7. The sub-section 3.7.3.1. that reads:

*“Be the court of final judicial instance in respect of any litigation or prosecution under Southern State or Southern Sudan law, including statutory and customary law, save that any decisions arising under National Laws shall be subject to review and decision by the National Supreme Court” shall now read as follows:*

*“Be the court of final judicial instance in respect of any litigation or prosecution under Southern Sudan State or Southern Sudan law, including statutory and customary law, save that any decisions arising under National Laws shall be subject to review and decision by the National Supreme Court”*

2.8. The sub-section 3.7.3.4. that reads:

*“Be a court of review and cassation in respect of any criminal or civil matter arising out or under Southern Sudan Laws” shall read as follows:*

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*"Be a court of review and cassation in respect of any criminal or civil matter arising out of or under Southern Sudan Laws"*

2.9. The sub-section 3.7.3.7. that reads:

*"Have such other jurisdictions as determined by Southern Sudan Constitution, the Peace Agreement and the Law" shall read as follows:*

*"Have such other jurisdiction as determined by the Constitution of Southern Sudan, the Peace Agreement and the Law".*

2.10. The sub-section 4.5.4. that reads:

*"The Governor shall, together with the States' Council of Ministers appointed by him/her, exercise the executive powers of the state which shall be in respect of the functional areas listed in Schedules C and D, read together with Schedules E and F, and such other executive competencies as are conferred upon the State by the Interim National Constitution, the Southern Sudan Constitutions, the State Constitutions, and the Peace Agreement" shall now read as follows:*

*"The Governor shall, together with the States' Council of Ministers appointed by him/her, exercise the executive powers of the state which shall be in respect of the functional areas listed in Schedules C and D, read together with Schedules E and F, and such other executive competencies as are conferred upon the State by the Interim National Constitution, the Constitution of Southern Sudan, the State Constitution, and the Peace Agreement"*

2.11. Add to Schedule B "Powers of the Government of Southern Sudan" on page 57 additional power as number 23 and reads as follows:

*"23. The Judiciary of Southern Sudan and administration of justice at Southern Sudan level including maintenance and organization of Southern Sudan Courts, and subject to national norms and standards, civil and criminal procedure".*

2.12. Add to Schedule D "Concurrent Powers" on page 60 additional power as number 32 and shall read as follows:

*"32. The regulation of land tenure, usage and exercise of rights in land".*

3. **Agreement on Wealth Sharing, dated 7<sup>th</sup> January, 2004**

3.1. The sub-section 1.7 that reads:

*"That, without prejudice to the provisions of paragraph 1.3 herein, Southern Sudan, and those areas in need of construction/reconstruction, shall be brought up to the same average level of socio-economic and public services standard as the Northern States. To achieve these objectives will take time and effort to build*

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*up local institutional, human, and economic capacity. For this purpose, two special funds shall be established as provided herein” and shall read as follows:*

*“That, without prejudice to the provisions of paragraphs 1.3 and 1.4 herein, Southern Sudan, and those areas in need of construction/reconstruction, shall be brought up to the same average level of socio-economic and public services standard as the Northern States. To achieve these objectives will take time and effort to build up local institutional, human, and economic capacity. For this purpose, two special funds shall be established as provided herein”*

3.2. The sub-section 3.1. that reads:

*“The Parties agree that the basis for an agreed and definitive framework for the management of the development of the petroleum sector during the interim period shall include the following:” shall now read as follows:*

*“The Parties agree that the basis for an agreed and definitive framework for the management of the development of the petroleum sector shall include the following:”*

3.3. The sub-section 11.1. that reads:

*“There shall be a fair and equitable division of government assets. An asset shall in the first instance be allocated to the level of government responsible for the function in respect of which the asset is related (e.g. school buildings to the level of government responsible for education). In the event of a dispute, the Parties agree that such dispute shall be referred to a committee comprising a representative of each of the Parties involved in the dispute and mutually agreed expert” shall read as follows:*

*“There shall be a fair and equitable division of government assets. An asset shall in the first instance be allocated to the level of government responsible for the function in respect of which the asset is related (e.g. school buildings to the level of government responsible for education). In the event of a dispute, the Parties agree that such dispute shall be referred to a committee comprising a representative of each of the parties involved in the dispute and mutually agreed expert and its decision shall be final and binding”.*

3.4. The sub-section 15.5. that reads:

*“..... The Trust Funds shall be operational for the Pre-Interim Period, and shall thereafter be transformed into (i) one MDTF dedicated to the Southern Sudan Reconstruction and Development Fund (the “SRRDF”)” shall now read as follows:*

*“..... The Trust Funds shall be operational for the Pre-Interim Period, and shall thereafter be transformed into (i) one MDTF dedicated to the Southern Sudan Reconstruction and Development Fund (the “SSRDF”)”*

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**4. Machakos Protocol, dated 20<sup>th</sup> July 2002**

4.1. The Machakos Protocol shall be appropriately re-numbered without amendment to the text or to its meaning.

4.2. The sub-section 3.2 that reads:

*“National Government” shall now read as follows:*

*“National Legislation”*

4.3. The sub-section 3.2.1 that reads:

*“There shall be a National Government which shall exercise such functions and pass such laws as must necessarily be exercised by a sovereign state at national level. The National Government in all its laws shall take into account the religious and cultural diversity of the Sudanese people” shall now read as follows:*

*“There shall be a National Legislature which shall exercise such functions and pass such laws as must necessarily be exercised by a sovereign state at national level. The National Legislature in all its laws shall take into account the religious and cultural diversity of the Sudanese people”*

4.4. The sub-sections 5.2 and 5.2.1 and 5.2.2 are to be deleted as they are identical to sub-sections 2.4, 2.4.1 and 2.4.2 and do not need to be repeated.

**5. Protocol on the Resolution of the Conflict in Southern Kordofan and Blue Nile States, dated 26<sup>th</sup> May, 2004:**

5.1. The Footnote in the Preamble on page 2 shall be deleted as the name of the State has been agreed upon by the Parties to be “Southern Kordofan”.

5.2. The sub-section 1.3. that reads:

*“Development of human resources and infrastructure shall be the main goal of the State. It shall be conducted to meet human needs in accordance with the best-known practices of sustainable development within a transparent and accountable framework” shall now read as follows:*

*“Development of human resources and infrastructure shall be the main goal of the government of State. It shall be conducted to meet human needs in accordance with the best-known practices of sustainable development within a transparent and accountable framework”*

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5.3. The sub-section 3.3 that reads:

*“That the legislatures of the two States shall each establish a Parliamentary Assessment and Evaluation Commission to assess and evaluate the implementation of the agreement in each State. The two Commissions shall submit their reports to the legislatures of the two States by the fourth year of the signing of the Comprehensive Peace Agreement” shall now read as follows:*

*“That the legislatures of the two States shall each establish a Parliamentary Assessment and Evaluation Commission to assess and evaluate the implementation of the agreement in each State. The two Commissions shall submit their reports to the legislatures of the two States by the end of fourth year of the signing of the Comprehensive Peace Agreement”*

5.4. The sub-section 3.6 that reads:

*“Should any of the legislatures of the two States, after reviewing the Agreement, decide to rectify, within the framework of the Agreement, any shortcomings in the constitutional, political and administrative arrangements of the Agreement, then such legislature shall engage in negotiations with the National Government with the view of rectifying these shortcomings” shall now read as follows:*

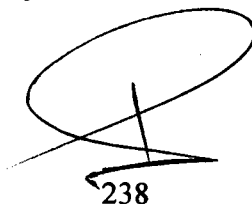
*“Should either of the legislatures of the two States, after reviewing the Agreement, decide to rectify, within the framework of the Agreement, any shortcomings in the constitutional, political and administrative arrangements of the Agreement, then such legislature shall engage in negotiations with the National Government with the view of rectifying these shortcomings”*

5.5. The sub-section 5.6 that reads:

*“There shall be State Security Committee to be chaired by the Governor of the State. The Committee shall include, among others, the Military Commander of the area, his Deputy, the Director of the State Police and Director of the State National Security Branch” shall read as follows:*

*“There shall be a State Security Committee to be chaired by the Governor of the State. The Committee shall include, among others, the Military Commander of the area, his Deputy, the Director of the State Police and Director of the State National Security Branch”*

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5.6. The sub-section 5.8 that reads:

*“The State Police Service shall adhere to the National standards and regulations as set forth by National Police Service” shall read as follows:*

*“The State Police Service shall adhere to the national standards and regulations as set forth by National Police Service”*

5.7. The sub-section 6.4 that reads:

*“The State Legislature shall legislate for the state within its legislative powers as stipulated in schedule (A) attached herewith” shall now read as follows:*

*“The State Legislature shall legislate for the state within its legislative powers as stipulated in schedule A read together with schedules B and C attached herewith”*

5.8. The sub-section 7.4 that reads:

*“The State legislations shall provide for guarantees for the independence and impartiality of the State judiciary and ensures that state judges shall not be subject to political or other interference” shall read as follows:*

*“The State legislation shall provide for guarantees for the independence and impartiality of the State judiciary and ensure that state judges shall not be subject to political or other interference”*

5.9. The sub-section 7.6 that reads:

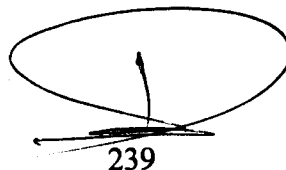
*“The National Legislature shall determine the civil and criminal procedures to be followed in respect of litigation or prosecution under National laws in accordance with the Interim National Constitution” shall read as follows:*

*“Notwithstanding the provisions in sub-section 7.5, the National Legislature shall determine the civil and criminal procedures to be followed in respect of litigation or prosecution under National laws in accordance with the Interim National Constitution”*

5.10. The sub-section 8.3 that reads:

*“Oil producing state is entitled to two percent (2%) of the oil produced in that state, as specified in the Wealth Sharing Agreement” shall read as follows:*

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*"An oil producing state is entitled to two percent (2%) of the net oil revenue produced in that state, as specified in the Wealth Sharing Agreement"*

5.11. The sub-section 8.4 that reads:

*"The state shall be represented in the Fiscal and Financial Allocation and Monitoring Commission, which shall ensure transparency and fairness in regard to allocation of the share due to the state from the Nationally collected revenues and ensure that allocations due to the state are not withheld"* shall be as follows:

*"The state shall be represented in the Fiscal and Financial Allocation and Monitoring Commission, which shall ensure transparency and fairness in regard to the allocation of the share due to the state from the Nationally collected revenues and ensure that allocations due to the state are not withheld"*

5.12. The sub-section 9.8 that reads:

*"In case of conflict between the findings and recommendations of the National Land Commission and the State Land Commission which cannot be resolved by agreement, the two Commissions shall reconcile their positions. Failure to reconcile, the matter shall be referred to the Constitutional Court for adjudication"* shall read as follows:

*"In case of conflict between the findings and recommendations of the National Land Commission and the State Land Commission which cannot be resolved by agreement, the two Commissions shall reconcile their positions. In the event of failure to reconcile, the matter shall be referred to the Constitutional Court for adjudication"*

5.13. Add to Schedule B "Concurrent Powers" on page 18 additional power as number 26 and shall read as follows:

*"26. The regulation of land tenure, usage and exercise of rights in land"*

5.14. Schedules A "The Exclusive Executive and Legislative Competencies of the Two States" and Schedule B "Concurrent Powers" shall be read without prejudice to Schedule A "National Powers" of the Power Sharing Agreement.

6. **Protocol on the Resolution of The Abyei Conflict, dated 26<sup>th</sup> May, 2004**

6.1. The Title of the Protocol to be changed to:

*"Protocol between the Government of the Sudan and the Sudan People's Liberation Movement/Army on the Resolution of the Abyei Conflict"*

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6.2. The sub-section 4.3.4. that reads:

*“If necessary, recommend to the Presidency the relief of the Chief Administrator or his/her Deputy” shall read as follows:*

*“If necessary, recommend to the Presidency the removal of the Chief Administrator or his/her Deputy”*

## **7. Framework Agreement on Security Arrangements, dated 25<sup>th</sup> September, 2003**

7.1. The sub-section 3.b. that reads:

*“Except for those deployed in the Joint/Integrated Units, the rest of the forces of SAF currently deployed in the south shall be redeployed North of the South/North border of 1/1/1956 under international monitoring and assistance within and up to two and one half years (2 ½) from the beginning of the pre-Interim Period” shall now read as follows:*

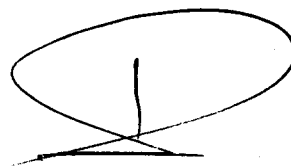
*“Except for those deployed in the Joint/Integrated Units, the rest of the forces of SAF currently deployed in the South shall be deployed North of the South/North border of 1/1/1956 under international monitoring and assistance within and up to two and one half years (2 ½) from the beginning of the Pre-Interim Period”*

7.2. The sub-section 3.c. that reads:

*“Except for those deployed in the Joint/Integrated Units, the rest of SPLA forces currently deployed in Nuba Mountains and Southern Blue Nile shall be redeployed South of the South/North border of 1/1/1956 as soon as the Joint/Integrated Units are formed and deployed under international monitoring and assistance” shall now read as follows:*

*“Except for those deployed in the Joint/Integrated Units, the rest of SPLA forces currently deployed in Nuba Mountains and Southern Blue Nile shall be redeployed South of the South/North border of 1/1/1956 as soon as the Joint/Integrated Units are formed and deployed under international monitoring and assistance”*

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<b>SESSION TITLE:</b>	<b>Gender Awareness</b>	
<b>RATIONALE:</b>	An understanding of gender will allow participants to be more self aware and better integrate into their communities	
<b>COMPETENCE AREA:</b>	<ul style="list-style-type: none"> <li>-Increase participant knowledge and understanding of the concepts of gender, sexuality and gender based violence</li> <li>-Promote gender equity, including positive aspects of masculinity</li> </ul>	
<b>OBJECTIVES OF THE SESSION:</b>	<ul style="list-style-type: none"> <li>-To bring about an understanding of the distinction between sex and gender.</li> <li>-To bring out participants' assumptions and expectations of male and female behavior and demonstrate that both men and women are responsible for reproducing gender roles and stereotypes</li> <li>-To discuss how labeling people can limit an individual's potential and to recognize how personal characteristics are transformed into labels that affect human relations.</li> </ul>	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>	Two facilitators	
<b>PARTICIPANTS:</b>		
<b>MATERIALS NEEDED:</b>	<ol style="list-style-type: none"> <li>1. Gender Game handout;</li> <li>2. Flip chart, markers;</li> <li>3. Self-adhesive labels, markers;</li> <li>4. Domestic household items (such as brooms, aprons, towels, etc.);</li> <li>5. Flip chart, markers</li> </ol>	
<b>PROCEDURE:</b>		
<b>I. The Gender Game: establishing the difference between sex and gender</b>		<i>Time: 25 minutes</i>
<p><i>Objective: To bring about an understanding of the distinction between sex and gender.</i></p> <p><i>Method (15 minutes): Ask the group if they understand the difference between 'sex' and 'gender'. Explain the difference quickly and simply: sex is a biological construct, while gender is a social construct.</i></p> <p><i>Divide the participants into small groups and distribute the Gender Game handout to each group. Ask each group to read aloud the statements on the handout one by one and to discuss amongst themselves whether they think the statements refer to sex or to gender, writing a G for those they think refer to gender, and S for those they think refer to sex. If there is disagreement or uncertainty among the group, they may make note of that.</i></p> <p><i>After 10 minutes, go through the worksheet one by one, asking groups what their answers were and discuss the correct answers.</i></p> <p><i>Questions for discussion/ideas to emphasize (5 minutes):</i>  <i>-Did any statements surprise you?</i></p>		

<p><i>-Do the statements indicate that gender is something you're born with or something learned?</i></p> <p><i>Closing (5 minutes):</i></p> <ul style="list-style-type: none"> <li><i>-Gender roles vary greatly in different societies, cultures and historical periods.</i></li> <li><i>-Age, race, and class are also major factors, which determine our gender roles</i></li> <li><i>-Women in every country experience both power and oppression differently (use this idea to transition to next activity)</i></li> </ul>	
<p><b>II. Exploring Gender Stereotypes and Assumptions</b></p>	<p><i>Time: 35 minutes</i></p>
<p><i>Objective: to bring out participants' assumptions and expectations of male and female behavior and demonstrate that both men and women are responsible for reproducing gender roles and stereotypes</i></p> <p><i>Method (15 minutes): Place four flip chart size sheets of paper on the floor and give each one a heading: 1) "women should", 2) "women shouldn't", 3) "men should", and 4) "men shouldn't". Divide the participants into four groups and give each group one of the flip charts. Ask the group to write down anything they have ever heard from any source about their heading. After 10 minutes, collect the four sheets and display at the front of the room. One at a time, have each group read aloud what they have written down under their heading.</i></p> <p><i>Discussion (20 minutes): Discuss the lists by comparing the women/men should/shouldn't lists. Talk about what it is like to have so many rules, assumptions, stereotypes and contradictions governing how we behave as women and as men. Discuss how participants relate to these messages. How are these ideas generated and sustained in a particular society?</i></p>	
<p><b>III. Bringing it all together – Setting stage for Empowerment and Equality</b></p>	<p><i>Time: 30 minutes</i></p>
<p><i>Objective: to combine the lessons learned from the two activities and discuss the lessons learned in the context of women's empowerment and equality in roles</i></p> <p><i>Method: The facilitator should summarize the two lists from the last activity and discuss how gender stereotypes and assumptions lead to the different experiences of men and women in society. The facilitator should open for final discussion with questions about empowerment and equality.</i></p> <p><i>During the discussion, the facilitator should capture lessons learned on a separate sheet of flip chart paper, to hang at the front of the room for the remainder of the day.</i></p>	
<p><b>TRAINER NOTES:</b></p>	<p>Sources: "Yaari Dosti: Young Men Redefine Masculinity – A Training Manual", Population Council, New Delhi; "UNICEF Training of Trainers on Gender-Based Violence: Focusing on Sexual Abuse and Exploitation".</p>

<b>SESSION TITLE:</b>	<b>Gender Based Violence</b>	
<b>RATIONALE:</b>	Understanding gender-based violence will allow participants to better reintegrate in their communities.	
<b>COMPETENCE AREA:</b>	Gender, communities of peace	
<b>OBJECTIVES OF THE SESSION:</b>	<ul style="list-style-type: none"> <li>-To identify the many forms of gender-based violence</li> <li>-Understand the causes and consequences of gender-based violence:</li> <li>-Recognition that gender-inequality is the root cause of gender-based violence</li> </ul>	
<b>DURATION:</b>	1.5 hours	
<b>LEAD FACILITATOR(S):</b>	Two facilitators	
<b>PARTICIPANTS:</b>	To be determined	
<b>MATERIALS NEEDED:</b>	Flip charts, markers	
<b>PROCEDURE:</b>		
<b>I. The Gender-Based Violence Tree: Causes and Consequences</b>	<i>Time: 1.5 hours</i>	
<p><i>Part I: Forms of Gender-Based Violence (25 minutes)</i>  <i>Method: Ask participants what we mean when we say ‘gender-based violence’? Explain that gender-based violence is physical, mental or social abuse that is directed against a person on the basis of gender or sex. Ask participants to identify some forms of gender-based violence. As participants identify different forms of gender-based violence, facilitator should list each example on the trunk of the tree (see notes below).</i></p> <p><i>Part II: Consequences (25 minutes)</i>  <i>Method: Explain that the consequences of GBV can be organized into four general areas: 1) health; 2) emotional, social and psychosocial; 3) legal/justice system; 4) community and physical safety and security. Divide participants into 4 groups representing each of the four sectors and ask the participants in their groups to:</i></p> <ul style="list-style-type: none"> <li><i>i. review the various forms of GBV from part one</i></li> <li><i>ii. list and discuss all of the consequences/outcomes of GBV for their sector. Include individual consequences to the victim, and also outcomes for others community, family, government, etc.</i></li> <li><i>iii. write the consequences on a list</i></li> </ul> <p><i>After 10 minutes, bring the groups back together and ask each to read their lists aloud. As the lists are read, the facilitator should write the examples on the tops of the trees, forming the branches.</i></p> <p><i>Part III: Causes and Contributing factors (25 minutes)</i>  <i>Method: As a group, ask the participants to identify the causes and contributing factors of GBV. As the group lists causes, the facilitator should list the causes on the roots of the tree drawing.</i></p> <p><i>Part IV: Conclude (15 minutes)</i></p>		

*The facilitator should emphasize that although violence takes many different forms, gender-inequality is the root cause. Although culture is often used to justify the use of violence toward women, the right to be free from abuse is a fundamental right (link back to the discussion of labels and stereotypes). Emphasize that overt violence/assault need not always be present: threats and coercion are also forms of violence. The impact of gender-based violence is far-reaching both for the victim and for society at large. Strategies to respond to the many forms of gender-based violence must start with the individual and extend to all sectors.*

**TRAINER NOTES:**

*Before the session, facilitators should prepare a large sheet with drawing of a large tree. The tree should have clearly defined sections for branches, a trunk and roots*

*Notes for Part I: Some gender-based violence that should be identified: sexual assault, rape, attempted rape, trafficking, prostitution, sexual harassment, manipulation within the home, workplace or schools, domestic violence, battery, confinement, emotional abuse, pornography, FGM, early/forced marriage, dowry abuse, widow ceremonies, punishments directed at women for defying cultural norms, denial of education, food and clothing to girls/women because of sex. It is also important to emphasize that men and boys can be the target of sexual abuse, but women and girls are affected disproportionately.*

*Notes for Part II: some consequences that should be listed:  
Health:*

*-for the victim: injury, disability, death, STDs, AIDS, injury to the reproductive system including menstrual disorders, childbearing problems, infections, miscarriages, unwanted pregnancies, unsafe abortions; depression, leading to chronic physical complaints and illnesses; FGM, resulting in shock, infection, excessive bleeding or death, and longer term affects such as emotional damage, including anger, fear, resentment, self-hate and confusion; loss of desire for sex and painful sexual intercourse; difficult pregnancy and labor, chronic pain and infection, infertility*

*-for the wider society: strain on medical system, strain on families*

*Emotional/Psychological:*

*-for the victim: Emotional damage including anger, fear, resentment and self-hate. Shame, insecurity, loss of ability to function and carry out daily activities. Feelings of depression and isolation. Problems sleeping and eating. Mental illness and thoughts of hopelessness and suicide. Gossip, judgments made about the victim, blaming the victim, treating the victim as a social outcast.*

*-for the wider society: Expensive, drain on community resources; family, neighbors, friends, schools, community leaders, social service agencies, etc. Victim unable to continue as contributing member of society; unable to keep up with childcare, unable to earn an income. If*

	<p><i>perpetrators not apprehended or arrested, this sends a strong message that the behavior is somehow acceptable, leading to further incidents of violence.</i></p> <p><i>Legal/Justice System:</i> <i>Lack of access to legal system, lack of knowledge of existing laws, confusion regarding the most appropriate channels i.e. criminal, traditional etc. Victim reluctant to report due to heavy stigma attached to sexual abuse. Strain on police/court resources already challenged and overburdened. Lack of sensitivity to the issues expressed by judges. Costs incurred by the victim.</i></p> <p><i>Security, Physical Environment of the Community:</i> <i>Victim feels insecure, threatened, afraid, Climate of fear and insecurity-impacting women's freedom and perception of personal safety. Lack of female participation in the community life. Fear of travelling to school and work.</i></p> <p><i>Notes for Part III: Some potential causes/contributing factors to highlight: Gender Inequality, power imbalances between men and women; Male attitudes of disrespect towards women including lack of respect for the human rights of women and girls; Unquestioned assumptions about appropriate male and female behavior; Desire for power and control; Political motives, including as a weapon of war, for power/control, to instill fear; Traditional tensions, feuds; Collapse of traditional society and family supports; Cultural and traditional practices, religious beliefs; Poverty; Alcohol/drug abuse; Boredom, lack of services, activities and programs; Loss of male power/role in family and community; seeking to regain and/or assert power; Legal/justice system/laws silently condone violence against women and girls, insufficient laws against GBV; Impunity for perpetrators.</i></p> <p><i>Source: "UNICEF Training of Trainers on Gender-Based Violence: Focusing on Sexual Abuse and Exploitation".</i></p>
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<b>SESSION TITLE:</b>	<b>Sexually Transmitted Diseases/Infections &amp; HIV/AIDS</b>	
<b>RATIONALE:</b>	A clear and accurate understanding of sexually transmitted infections and diseases (including HIV/AIDS) will allow participants to prevent the spread of diseases and to access necessary services.	
<b>COMPETENCE AREA:</b>	Health, community services	
<b>OBJECTIVES OF THE SESSION:</b>	By the conclusion of this session, participants will be able to: <ul style="list-style-type: none"> <li>- Define sexually transmitted disease, sexually transmitted infection, and HIV/AIDS</li> <li>- Properly explain how these are transmitted</li> <li>- Properly explain how transmission can be prevented</li> <li>- Properly describe how and where support/testing services can be accessed.</li> </ul>	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>		
<b>MATERIALS NEEDED:</b>	Paper, writing materials, visual aids, note cards	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>		<i>Time: 25 minutes</i>
<p><b>A. To create a safe space for discussion, the facilitator should reiterate rules for the session:</b></p> <p>Ground Rules</p> <ol style="list-style-type: none"> <li>1. Confidentiality</li> <li>2. Suspend judgment</li> <li>3. All responsible for learning</li> <li>4. Helpful coaching</li> <li>5. Real life issues</li> <li>6. Safe to make mistakes</li> <li>7. A mutual respect for the schedule</li> <li>8. Respect other participants</li> </ol> <p><b>B. Activity: Spreads Like Fire</b></p> <p><i>Objective:</i> To understand the speed with which HIV infection can spread.</p> <p><i>Process:</i> Secretly pre-select 3 participants, and ask them to shake the palm of every person they shake hands with.</p> <p>Ask the participants to move around in the room and shake hands with as many people as they want to. Inform them that some of them will be scratched on the palms of their hands while shaking hands. Those whose palms have been scratched, must in turn, scratch the palm of everyone they shake hands with.</p> <p>Ask the participants if they have any doubts and clarify accordingly. Allow the game to continue for 5</p>		

minutes.

Ask the participants to return to their seats and ask them:

- How many of you have had your palm scratched? Count the number.
- Now inform them that initially there were only 3 people who were instructed to scratch the palms of others. Note that within the short span of the game a large number of people were scratched.
- Explain how this game can demonstrate how quickly sexually transmitted diseases/infections—such as HIV/AIDS—can be spread from a few people to many through unprotected sexual activity (reiterate that this would be through sexual activity). HIV/AIDS can also be spread by sharing other bodily fluids—such as blood—through syringe/drug use.

Ask the following questions:

- What were you thinking when you were asked to shake hands with others?
- What were your feelings when someone scratched your palm?
- What did you do after being scratched?
- How do you feel now that you understand the significance of the game?
- Did you know the identities of the initial “scratchers”?

What lessons can be learned?

- Sexually transmitted infections/diseases can be spread quickly through unprotected sexual activity with multiple partners.
- People who are infected with STIs/STDs often have no symptoms of disease for many years and therefore, can infect others without realizing it.

## II. Presentation and Demonstration

*Time: 65 minutes*

### A. Sexually Transmitted Infections/Diseases (10 minutes)

1. **Question:** Ask participants what Sexually Transmitted Diseases/Infections they are aware of.

There are more than 20 different STI, but the four most common are:

- syphilis;
- gonorrhoea;
- chlamydiosis; and
- trichomoniasis.

All four can be cured easily provided that adequate antibiotic treatment is given. Other common STI which cannot be cured, include:

- herpes;
- hepatitis B and C; and
- the human immunodeficiency virus (HIV) which leads to the acquired immunodeficiency syndrome (AIDS).

2. **Question:** What are symptoms of STIs?

Symptoms of common STI, other than HIV, in men and women include:

- a discharge from the genital area, including a yellow/green fluid from the vagina or penis;
- a burning sensation during urination;
- ulcers or sores in the genital area;

- itching in the genital area;
- pain in the lower abdomen; and
- sometimes, fever.

**3. Question:** Ask participants what they should do if they suspect they have an STI/STD?

The chief requirements for STI prevention and treatment are education, accurate information and the availability of adequate health services. If untreated, STI can lead to infertility, abortion, cervical cancer, blinding eye infections in infants and even death from HIV infection. Young people must understand at least the following about STI:

- the risks arising from STI, in particular the risks of becoming infected with HIV and the potential for death;
- the need to take preventive measures;
- the importance of knowing whom to turn to in case of need, including health and support services in the local community;
- the necessity for quick treatment if infected;
- that untreated STI can lead to infertility in women and men;
- the importance of getting the right treatment from a qualified medical professional, instead of getting medicines from a friend;
- the importance of taking the necessary treatment correctly, and completing it; and
- the importance of referring the sexual partner from which the disease was contracted.

Treatment usually involves an examination of the patient by a health professional and a full course of antibiotics or other drugs. Only trained health professionals know which drugs to give to a patient with an STI. It is important to take treatment from such qualified persons rather than a health auxiliary or pharmacist.

**B. Introduction to HIV/AIDS (20 minutes)**

**I know/I don't know** (The document for this activity is attached. Place the "Statements" on notecards; the facilitator should be the only individual with both the "Statements" and "Responses")

Invite the participants to sit in a circle. Explain that even though HIV/AIDS is a major illness, not many people are aware of it. Awareness among people is one of the most effective ways of combating the disease. Explain that you are going to do an exercise to find out how much they know about HIV/AIDS. Place the container with the statement cards in the centre of the circle. Ask each participant to pick up a card. Ask each participant to read their card, and respond whether it is true or false. Allow time for discussion. Then, provide participants with the correct response. (Note: If participants are not able to read the cards, the facilitator can alternatively read the information and go around the circle to each participant)

**C. HIV/AIDS (20 minutes) – Use attached notes for more detailed information**

**a. What is HIV/AIDS.**

- **AIDS** - the Acquired Immuno -Deficiency Syndrome -is the late stage of infection caused by the Human Immunodeficiency Virus (HIV).
- A person who is infected with HIV can look and feel healthy for a long time before

signs of AIDS appear. But, HIV weakens the body's defense (immune) system until it can no longer fight off infections such as pneumonia, diarrhea, tumors, cancers and other illnesses.

- Today there are medical treatments that can slow down the rate at which HIV weakens the immune system (anti-retroviral treatment). There are other treatments that can prevent or cure some of the illnesses associated-with AIDS, though the treatments do not cure AIDS itself. As with other diseases, early detection offers more options for treatment and preventative health care.
- b. How is HIV/AIDS spread** (through body fluids that contain viral loads – blood, semen, vaginal fluids, and breast milk)
- i. Unprotected sexual contact
  - ii. Infected blood transfusion
  - iii. Sharing of infected syringes and needles
  - iv. From infected mother to child
- c. How can the spread of HIV/AIDS be prevented.**
- i. HIV/AIDS is a fragile virus and can easily be prevented.
  - ii. Sexual mode of transmission: abstinence, non-penetrative sexual practices; maintenance of mutual faithfulness among partners, the practice of safer sex (condoms)
  - iii. Parenteral: sterilization of needles/syringes, avoidance of needles/syringes sharing
  - iv. Vertical transmission (mother to child): hospital delivery, avoid breastfeeding, and using newer medication to prevent mother to child transmission.
- d. Ways HIV/AIDS can NOT be transmitted**
- i. Drinking water or eating food from the same utensils used by an infected person.
  - ii. Socializing or living with people with HIV/AIDS
  - iii. Hugging, touching, or kissing,
  - iv. Caring and looking after people with HIV/AIDS
  - v. Getting bitten by an infected person
  - vi. Working in the same place as an infected person
  - vii. Use of the same toilets as an AIDS patient or an infected person
  - viii. Sharing telephone or computers
  - ix. Sneezing and coughing
  - x. Getting bitten by a mosquito
  - xi. Donating blood if sterilized equipment is used.

*ASK PARTICIPANTS IF THEY HAVE ANY QUESTIONS ON THE SPREAD OF HIV/AIDS.*

**e. HIV/AIDS Myths**

- Explore the myths that still exist in relation to HIV and AIDS, for example, that only “promiscuous” persons can have HIV or that HIV and AIDS is a gay disease.
- Explore the fact that, although HIV and AIDS is constantly being discussed in the media, including reports of experiences of people living with the virus for more than a decade, there is still a very strong prejudice toward contaminated persons. Explore with the group where they think this prejudice comes from and

what they might do to change it.

**D. Voluntary Testing & Community Assistance (15 minutes)**

**a. Why should I be tested?**

- People with HIV look exactly like people who are not HIV positive.
- On average, about half of the people with HIV around the world may still show no symptoms of AIDS. So, even though someone is infected, provided they are well, they can live full, healthy and productive lives.
- There is a difference between HIV and AIDS. People can carry the HIV virus for many years, without knowing they have it. They can look and feel entirely healthy before developing any symptoms of AIDS.
- Most of us do not know whether we are infected with HIV so everyone has to take responsibility for protecting others and ourselves from the virus.

**b. Where can I be tested?** Provide participants with information about where they can receive testing.

**c. Where can I get more information or support?** Provide participants with information about where they can get information and support.

*ENCOURAGE QUESTIONS AND RESPOND OPENLY*

**ASSIGNMENTS/ACTIVITIES:**

**TRAINER NOTES:**

**What is HIV and AIDS?**

HIV stands for Human Immunodeficiency Virus. HIV is a virus that takes over certain immune system cells to make many copies of itself. HIV causes slow but constant damage to the immune system.

AIDS stands for Acquired Immune Deficiency Syndrome. AIDS is the condition diagnosed when there are a group of related symptoms that are caused by severe HIV infection. AIDS makes the body vulnerable to life-threatening illnesses called opportunistic infections.

**How does HIV affect the body?**

Normally, the human immune system is the body's protection against bacteria's, viruses, etc.; it is like a coat of armor. When HIV enters the body, it starts poking holes in the armor. Eventually, the armor becomes very weak and unable to protect the body. Once the armor is very weak or is gone, the person is said to have AIDS. An AIDS diagnosis is generally made when either the body's protective T-cells drop below a certain level or the HIV positive individual begins to experience *opportunistic infections*. An opportunistic infection is an infection that would not normally affect an otherwise healthy person. Oftentimes, it's these infections that are the cause of illness or death in HIV-positive individuals – not the virus itself. If people do not get any treatment for HIV diseases when there are infected, it takes an average of 8-10 years to progress from HIV to AIDS.

**How is HIV transmitted?**

HIV is transmitted through four body fluids: **blood, semen, vaginal fluid, and breast milk**. In order to pass HIV from one person to another, **HIV-infected fluid** from one person needs to get into the bloodstream of another

person.

### **How can HIV transmission be prevented?**

HIV can be transmitted in three main ways:

- Sexual transmission
- Transmission through blood
- Mother to child transmission

For each route of transmission there are things that an individual can do to reduce or eliminate risk. There are also interventions that have been proven to work at the community, local and national level.<sup>1</sup>

Wherever there is HIV, all three routes of transmission will take place.

However the number of infections resulting from each route will vary greatly between counties and population groups. The share of resources allocated to each area should reflect the nature of the local epidemic – for example, if most infections occur among men who have sex with men then this group should be a primary target for prevention efforts.

### **Who needs HIV prevention?**

Anyone can become infected with HIV, and so promoting widespread awareness of HIV through basic HIV and AIDS education is vital for preventing all forms of HIV transmission. Specific programmes can target key groups who have been particularly affected by a country's epidemic, for example children, women, men who have sex with men, injecting drug users and sex workers. Older people are also a group who require prevention measures, as in some countries an increasing number of new infections are occurring among those aged over 50.<sup>2</sup>

HIV prevention needs to reach both people who are at risk of HIV infection and those who are already infected:

- People who do not have need interventions that will enable them to protect themselves from becoming infected.
- People who are already living with HIV need knowledge and support to protect their own health and to ensure that they do not transmit HIV to others – known as *positive prevention*. Positive prevention has become increasingly important as improvements in treatment have led to a rise in the number of people living with HIV.<sup>3,4,5</sup>

HIV counselling and testing are fundamental for HIV prevention. People living with HIV are less likely to transmit the virus to others if they know they are infected and if they have received counselling about safer behaviour. For example, a pregnant woman who has HIV will not be able to benefit from interventions to protect her child unless her infection is diagnosed. Those who discover they are not infected can also benefit, by receiving counselling on how to remain uninfected.

The availability and accessibility of antiretroviral treatment is crucial; it enables people living with HIV to enjoy longer, healthier lives, and as such as an incentive for HIV testing. Continued contact with health care workers also provides further opportunities for prevention messages and interventions. Studies suggest that HIV positive people may be less likely to engage in risky behaviour if they are enrolled in treatment programmes.

### **Safer sex**

Abstaining from sex and needle sharing is the most effective way for people to protect themselves from HIV and other sexually transmitted diseases. However, abstinence is not a realistic option for everyone. When abstinence is not an option, the proper use of barrier protection such as condoms (male or female), with a water based lubricant, is the next best thing for vaginal or anal sex.

**Definitions:**

***Immune Deficiency, Immunity and White Blood Cells:*** Immunodeficiency is the deficiency of the immune system. The body's ability to fight different infections and diseases lies in the immune system. Some of the body's defences are the intact skin, chemical defences in the bodily openings such as mouth or rectum and membranes in the nose, eyes and the tears in the eyes. The most crucial and highly effective specific defence system is hosted in the blood. White blood cells are the key cells in the fight against various diseases. HIV is attracted to the white blood cells. It enters these cells and is incorporated into the genetic material present in the nucleus of the cell. Using the host genetic material, it produces virus particles of its own kind in the body.

***Opportunistic Infections:*** Infections that develop because HIV has weakened the immune system are called opportunistic infections. These include respiratory infections such as Tuberculosis, Pneumocystis Carina Pneumonia and Gastrointestinal Infections, such as diarrhoea and certain types of brain infections. In India, around 60 per cent of persons with AIDS develop Tuberculosis. However, one must bear in mind that all persons infected with Tuberculosis do not have AIDS.

***HIV Positive person:*** A person who has the virus and is harbouring HIV infection. Such an individual is also called a sero positive individual for HIV. This person does not suffer from AIDS.

***Unprotected sexual intercourse with an infected person:*** This is the most common way of transmission of HIV. Around 80 per cent of the people around the globe are infected through this route. HIV is present in high concentration in semen and in cervical and vaginal fluids including the menstrual blood of infected persons. HIV infection through sexual relations is possible through direct contact between the penis and the vagina in heterosexual intercourse. It is also possible through homosexual contact – penis to anus and vagina to vagina. A woman is more susceptible to HIV infection than a man. This is because the area of the mucous membrane exposed during intercourse is much larger in the woman than for the man, and the virus can easily penetrate the mucous membrane of the vagina.

Also, the concentration of the virus is higher in the semen than the vaginal fluids. In addition, social factors like lower socio-economic status, economic dependence, lower literacy rates, limited mobility and limited access to information put women at further risk of HIV infection.

***STIs are sexually transmitted Infections.*** They are spread by having sexual intercourse with an infected person. Some of the symptoms of STIs are ulcers and sores in the genitals and a burning sensation during urination. STIs increase susceptibility to HIV infection. This is because semen or vaginal secretions of an

	<p>HIV infected person can pass through the sores easily. The HIV/AIDS virus cannot live outside our body for long. We can only contract HIV if the body fluids of an infected person enter our body. The body fluids with a high concentration of HIV in the infected person are: blood, semen and vaginal secretions including menstrual blood. Other body fluids like sweat, urine, tears and saliva do not contain the virus in high concentration. Therefore, there is no risk of transmission of virus from these fluids.</p>

*Sources include:*

Basics of HIV/AIDS: [http://www.unodc.org/pdf/youthnet/action/message/escap\\_peers\\_05.pdf](http://www.unodc.org/pdf/youthnet/action/message/escap_peers_05.pdf)





## List of statements for the exercise

Statements	Correct Responses
The full form of HIV is High In Vitamins.	False, the full form of HIV is Human-Immuno Deficiency Virus
HIV is caused by AIDS.	False, AIDS is caused by HIV. It is tiny, a thousand times smaller than the thickness of the hair, and looks like a rolled up porcupine. It belongs to the family of viruses called retrovirus. Viruses are the smallest and simplest living organisms. They are so small that they cannot be seen under a light microscope. One needs an electron microscope to see them. They cause different diseases in human beings, which include measles, polio, mumps, common cold and influenza.
There is no cure for HIV/AIDS.	True, although some very strong drugs are now being used to slow down the disease. They however, do not get rid of HIV or cure AIDS. These drugs are also very expensive.
People who have the HIV infection will develop AIDS.	True. AIDS is a medical diagnosis for a combination of symptoms, which results from a breakdown of the immune system. "A" stands for acquired which means that it is obtained or received by a person and is something that is not genetically inherited. "ID" stands for Immuno Deficiency, which means there is deficiency in the immune system or that the immune system is weakened. "S" stands for syndrome. The word <b>syndrome</b> is used to emphasize that AIDS is not just one disease or symptom but presents as a group of diseases or symptoms. It cannot be diagnosed on the basis of one sign or symptom alone. All of the symptoms of AIDS such as high fever, diarrhoea, loss of weight, Tuberculosis, can be symptoms of other diseases too.
People with AIDS die from serious diseases.	True. In the final stages, the body has little or no immunity left and serious diseases like cancer or kidney failure lead to the demise of the person.
Only men can contract HIV.	False. Anyone who indulges in risk behaviours can get infected with HIV.
Sex is the only way of getting HIV.	False. Unprotected sex is just one of the ways in which HIV can be transmitted.

<p>There is no protection against HIV/AIDS.</p>	<p>False. HIV/AIDS can be avoided through practicing safe behaviours such as abstinence, sex with a single uninfected partner etc.</p>
<p>If you are married you cannot get HIV/AIDS.</p>	<p>False. Marriage is no protection against HIV/AIDS.</p>
<p>HIV/AIDS can only affect people if they do not maintain good hygiene.</p>	<p>False. HIV/AIDS can infect anyone, at any time, if the person indulges in risk behaviours such as unprotected sex, multi partner sex and the use of unsterilized needles and syringes.</p>
<p>All sex workers are suffering from HIV/AIDS.</p>	<p>False. But sex workers are a high-risk group and more vulnerable to infections than others.</p>
<p>HIV/AIDS is a punishment for our sins.</p>	<p>False. HIV/AIDS is a disease caused by a virus that infects people when they indulge in unsafe behaviour.</p>
<p>You can get HIV/AIDS through sharing injecting-needles.</p>	<p>True.</p>
<p>You cannot get HIV/AIDS from a person who has it by holding his/her hand</p>	<p>True. HIV does not spread through everyday contact with people who are infected with HIV. So, we don't need to worry about things we do daily. It is not easy to get HIV/AIDS. Unlike many common diseases, HIV cannot get to us through air, food or water.</p>
<p>If you travel in the same bus as a person with HIV you will also be infected with HIV.</p>	<p>False. HIV does not spread through air, touch, sharing the same space or clothes.</p>
<p>Pregnant women can pass the AIDS virus to their unborn child.</p>	<p>True. HIV can be transmitted from an infected mother to her unborn child. There are about 30 per cent chances that the virus will be passed on to the unborn child. This means that if ten HIV infected mothers deliver babies, only three would be found HIV positive. Babies born to HIV positive mothers may become infected in the womb before birth, during delivery and sometimes through breast milk.</p>
<p>There is no risk in sharing razors with someone who has AIDS.</p>	<p>True. Though it is said that there may be a chance of infection, so far there has been no reported case of infection through sharing of razors.</p>
<p>The AIDS virus, HIV, is carried only through blood.</p>	<p>False. The HIV is also carried through other body fluids (semen, vaginal discharge, and saliva).</p>

<p>It is okay to share bedclothes and food with someone who has HIV/AIDS.</p>	<p>True.</p>
<p>It is possible to get HIV from a toilet seat.</p>	<p>False.</p>
<p>A person can get HIV by donating blood.</p>	<p>True. If the needles used are infected and unclean, then it is possible to become infected during blood donation.</p>
<p>Drug users can pass on the HIV virus to other drug users if they share needles.</p>	<p>True. HIV can also be transmitted through the use of unsterilized needles and syringes. Used needles and syringes are soiled with minute amounts of left over blood. Infected blood will directly transfer HIV into the blood stream. Some injection drug users such as those using heroin tend to share their needles and syringes with other addicts, without sterilizing them, to reduce the cost. This kind of sharing is also likely to transmit HIV, if anyone of the heroin addicts is HIV infected.</p>
<p>You can tell by looking at a person if he/she has the AIDS virus.</p>	<p>False. An HIV infected person looks no different than an uninfected person.</p>
<p>The risk of getting HIV increases if you have many sex partners.</p>	<p>True. Because you cannot ensure that all your partners are uninfected with the virus.</p>
<p>Using the condom reduces the risk of HIV/AIDS.</p>	<p>True. Condom prevents the exchange of body fluids thus reducing the risk of infection.</p>
<p>HIV is spread through kissing.</p>	<p>False.</p>
<p>Children cannot get HIV/AIDS.</p>	<p>False. Children are as vulnerable to HIV infection as anyone else.</p>
<p>If you take the birth control pill you will not get HIV.</p>	<p>False. Birth control pill is a contraceptive and offers no protection against HIV.</p>
<p>People with HIV/AIDS should be kept in prison.</p>	<p>False. Isolation and incarceration are no means of protection against the HIV virus.</p>
<p>You will not get HIV/AIDS if you do not have sex.</p>	<p>False. HIV infection can also be transmitted through blood transfusion, sharing of infected needles/syringes and from mother to child.</p>

The statements used in this chart are not exhaustive. You can make up new statements to suit your needs and setting. The number of statements you use will depend upon the time you decide to devote to this exercise.



<b>SESSION TITLE:</b>	<b>Business Management I: Introduction to the Business Plan</b>	
<b>RATIONALE:</b>	This session will introduce participants to the basics of business management, and the importance of the business plan.	
<b>COMPETENCE AREA:</b>	Business Management Skills, Business Plan	
<b>OBJECTIVES OF THE SESSION:</b>	By the end of the session, participants will be able to: <ul style="list-style-type: none"> <li>- Explain the purpose of a business plan</li> <li>- Explain the importance of a business plan</li> <li>- Describe the elements of a business plan</li> </ul>	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>		
<b>MATERIALS NEEDED:</b>	Pen, Paper, Chalkboard (if available)	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>		<b>Time: 20 minutes</b>
<p><b>A. Introduce the Objective of the Small Business Training (10 Minutes)</b> The objective of these trainings is to provide the participants with the skills and knowledge to open a successful small business. Trainings will cover business selection, business, management, business finance, financing, and other key skills. By the end of the trainings, participants will have developed a professional and useful business plan. This plan will be used in the procurement of a set of necessary materials for their new business.</p> <p><b>B. Participation (10 minutes):</b> Going around the classroom, ask each participant to describe in one sentence what they hope to learn through the business trainings. What is their goal? Do they already have a business? Do they have an idea for a business?</p>		
<b>II. Presentation and Demonstration</b>		<b>Time: 70 minutes</b>
<p><b>A. What is a business? (15 Minutes)</b></p> <ol style="list-style-type: none"> <li>1. Ask the groups to define "business". Encourage them to share examples.</li> <li>2. Business = "Activities that provide <b>goods</b> and/or <b>services</b> in exchange for money or other goods and services. "</li> <li>3. A variety of businesses contribute to local economies: <ul style="list-style-type: none"> <li>• Designing (building, art, etc)</li> <li>• Manufacturing or Producing (clothing, furniture, etc)</li> <li>• Supply and Distribution (moving products from producer to client)</li> <li>• Selling (buying from a producer or another intermediary business and selling to the consumer)</li> <li>• Installing</li> <li>• Repairing (restoring broken or defective goods)</li> </ul> </li> </ol>		

- Service industries (tourism, communication, leisure)

4. Ask participants to provide an example of each type of business from their community.

### **B. What Makes a Successful Business? (15 minutes)**

1. Ask participants to divide in groups and to describe a successful business in their community.
  - What does the business sell?
  - What makes it successful?
  - What are the characteristics of the owner?
  - How do these characteristics make the business successful?
2. Bring groups together to discuss successful characteristics
3. Characteristics of a successful small business/small business owner could include:
  - Proactive
  - Friendly
  - Unique product/service
  - Clean space
  - Fair
  - Trusted

### **C. What is planning? (10 minutes)**

Facilitator asks several participants "*What is planning*?" Through the discussion the group arrives at the following definition:

*Planning is thinking through, and then working out in detail, what you intend to do in a future period of time and how you expect to get there.*

The facilitator can compare business planning to planning a trip. You ask yourself where you want to go--then **how** you will get there. Then you plan in detail how much money you need, what you want to do and who you wish to take on your journey, etc. It is not until you are quite sure that you can get where you want to go that you start to buy tickets and pack your suitcase. In business planning it is the same. You first plan what kind of business you want, then you plan in detail how you can realize it and how you will operate it. It is only until you are quite sure that you can be successful do you start to borrow money or buy goods.

### **D. Why is a business plan important (10 minutes)**

The business plan is a document that summarizes business aspirations and plans, and means for securing legal authorization and mobilizing the resources to launch the business.

Ask participants why they think a business plan is important.

*Some answers could be:* minimizes risks, provides a plan, communicates business idea

**E. The Business Plan (20 minutes)**  
Distribute the business plan template to participants. Explain that this will be completed throughout the training sessions, with much guidance and support. At this point, the discussion is just to describe the elements of the business plan and to show what will be learned through the training sessions.

Parts of the Business Plan

- **Organizational Plan:** What Business am I. Includes a description of your product, market, and services, and what makes your business unique.
  - **Business Description:** business type, growth opportunities, when will your business be open
  - **Product or service:** What are you selling? How will the product or service benefit the customer?
  - **Business Location:** what kind of space will you need?
- **Management Plan**
- **Marketing Plan**
  - Who are your customers?
  - What are their likes/preferences?
  - What are their dislikes?
- **Financial Plan**
  - How much money do you have? How will you secure funding?
  - How much money will you need for start-up?
  - How much money will you need to stay in business?
  - What are your projected sales and profits?
  - What will be your break-even level of production?

<b>F. Practice/Production/Application</b>	
<b>ASSIGNMENTS/ACTIVITIES:</b>	
<b>TRAINER NOTES:</b>	



<b>SESSION TITLE:</b>	<b>Business Management 2: Business Communications</b>	
<b>RATIONALE:</b>	Strong communication skills are necessary to both (1) run a successful small business and (2) successfully (re)integrate into a community.	
<b>COMPETENCE AREA:</b>	Communication; social relations; self-awareness	
<b>OBJECTIVES OF THE SESSION:</b>	Participants will have developed their communication skills, allowing them to interact more successfully with customers, suppliers, and others in their community.	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>	Up to 35-40 participants	
<b>MATERIALS NEEDED:</b>	Pen, Paper, Chalkboard/flip chart	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>		<i>Time: 15 minutes</i>
<p><b>Why is communication important for an entrepreneur?</b> The facilitator should open the session by asking participants why communication is important for an entrepreneur? Who does the entrepreneur need to communicate with? What could happen if communication is poor?</p> <p>The facilitator should allow for an open and full discussion, and mark responses on a flip chart or chalkboard.</p>		
<b>II. Presentation and Demonstration</b>		<i>Time: 60 minutes</i>
<p><b>Good Communication (15 minutes)</b> The facilitator should describe the importance of good communication to the entrepreneur:</p> <p>Good communication in business is important. Clients and business partners need to understand precisely what you are trying to buy or sell. Businesspeople should be cheerful, keen, polite and helpful. Entrepreneurs should show interest in the customer and listen carefully to find out as much as possible about his or her needs. Listening is an important part of communicating.</p> <p>The facilitator should ask participants: How can we use our active listening skills? How will active listening help us in managing our small businesses?</p> <p><b>Communicating with Customers (30 minutes)</b> The facilitator should divide the participants into small groups and allow them to discuss the following question:</p>		



*As an entrepreneur, what are the characteristics of good communication with clients?*

The facilitator should then ask participants to role-play a conversation between a customer and a businessperson with a classmate. The client should describe his or her needs, which may or may not be satisfied by the product. The businessperson should clearly describe the product or service and its uses, and explain how the product can be adapted to suit the client's needs.

The entrepreneur needs to inform clients and business partners about the products and/or services they are selling and how these can meet their needs. Being honest and frank about our product or service can help build clients' trust and confidence in us. This means that we should not give the client an incorrect impression of our product. Being frank in general may also help us to buy materials or services at a reasonable price from our business partners.

- Ask the students to point out strengths and weaknesses in the dialogue and how the weaknesses may be overcome.
- What are the strengths and weaknesses in my communication?
- Select another product or service and repeat.

*(Activity from UNESCO: Starting my Own Small Business Training Manual)*

### **Communicating with Suppliers (15 minutes)**

In many small businesses, the owner has suppliers (people that provide something for the business). For example, a small store requires suppliers to provide goods, which the storeowner then sells to customer. It is equally important that the small business owner remain strong communication with suppliers. The business owner must communicate needs effectively, negotiate prices, manage inventory, and retain relationships with suppliers.

**Negotiation:** In any negotiation, the parties involved should consider—

- **Goals:** what do I need to get out of the negotiation? What does the other person want?
- **Trades:** What do you and the other person have that you can trade? What do you each have that the other wants? What are you each comfortable giving away?
- **Alternatives:** What alternatives exist if we do not reach agreement?
- **Relationships:** what is the history of the relationship?
- **Expected outcomes:** what outcome will people be expecting from this negotiation? What has the outcome been in the past, and what precedents have been set?
- **Consequences:** what are the consequences of winning or losing this negotiation? What are the consequences for the other person?
- **Power:** who has what power in the relationship?
- **Possible solutions:** what solutions exist?

<b>III. Practice/Production/Application</b>		<i>Time: 15 minutes</i>
<p><b>Practice</b> The facilitator will break the participants into groups. The small groups will practice communication and negotiation skills, using examples and guidance provided by the facilitator.</p> <p>Ex 1: Your supplier has delivered a box of damaged goods. One person should play the business owner. One person should play the supplier Ex 2: Your supplier complains that you have not paid your order on time. You believe you already paid. One person should play the business owner. One person should play the supplier</p> <p>The facilitator should ask participants to describe what they learned. How did their role-play progress? What were the challenges?</p>		
<b>ASSIGNMENTS/ACTIVITIES:</b>	See activities above.	
<b>TRAINER NOTES:</b>	See attached notes and notes above.	

<b>SESSION TITLE:</b>	<b>What is an entrepreneur? and Finding Opportunities</b>	
<b>RATIONALE:</b>	Understanding entrepreneurial skills is key to developing a sense of entrepreneurship. Having a strong sense of a business idea is key to developing the idea and formulating the business plan.	
<b>COMPETENCE AREA:</b>	Self-awareness, creativity, entrepreneurship	
<b>OBJECTIVES OF THE SESSION:</b>	Participants will be more self-aware of their entrepreneurial skills and needs, and consider creative ideas for new businesses. By the end of the session, participants will have begun to compose a description a small business – the first part of a business plan. This may change and develop throughout later sessions	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>	Up to 35	
<b>MATERIALS NEEDED:</b>	Paper, pen, chalk, chalkboard	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>	<i>Time: 20 minutes</i>	
<p>A. What is an entrepreneur?</p> <ol style="list-style-type: none"> <li>The facilitator should ask the group to define “entrepreneur”. The facilitator should write definitions and key words on flip chart or chalkboard.</li> <li>The facilitator can introduce this definition: “An entrepreneur is someone who starts or operates a business venture and assumes the responsibility for it. He or she provides goods or services to individuals or businesses for payment.”</li> </ol> <div style="text-align: center;"> <pre> graph LR     CLIENT[CLIENT] &lt;--&gt; ENTREPRENEUR[ENTREPRENEUR]     ENTREPRENEUR --&gt; GOODS[GOODS AND/OR SERVICES] </pre> </div> <ol style="list-style-type: none"> <li>How will the participants be entrepreneurs in starting their small businesses?</li> </ol> <p>B. What are the qualities of an entrepreneur? Ask participants to think of “entrepreneurs” in their communities and describe what qualities they possess. The facilitator should write qualities on a flip chart or the chalkboard. Qualities may include:</p> <ul style="list-style-type: none"> <li>• Creativity</li> <li>• Curiosity</li> <li>• Motivation</li> <li>• Self-confidence</li> <li>• Eagerness to learn</li> <li>• Ability to innovate – do something new</li> </ul>		

- Determination to overcome obstacles
- Ability to learn from mistakes
- Ability to cooperate
- Ability to identify opportunities
- Strong work ethic
- Competitive

The facilitator should emphasize that these qualities help the entrepreneur think, analyze, solve problems, and take action. While not every entrepreneur will have all of the qualities, they can be acquired through the learning process.

## II. Presentation and Demonstration

*Time: 60 minutes*

### **A. What are my entrepreneurial skills? (15 minutes)**

Ask participants to list their own entrepreneurial qualities. They should list their qualities in the following areas. (Note: the facilitator can provide sheets of paper for the participants to describe their qualities, and list questions on the board. Alternatively, the facilitator can divide participants into smaller groups where they can discuss their qualities.)

- How I conduct myself:
- How I think:
- How I interact with people:
- Things I can do:
- How have I learned these skills?
- What do I use them for?
- How often do I use these skills?

### **B. Skills Assessment (10 minutes)**

The facilitator should lead the participants in a discussion of their skills assessments. What skills do the participants already possess? What skills do they need to learn/strengthen? How will participants learn/strengthen these skills?

### **C. Finding Business Opportunities (35 minutes)**

Entrepreneurs decide on small business opportunities by carefully assessing their own skills, the local markets, and their ability to meet local demand and make a profit. The facilitator should divide participants into small groups for discussion of business opportunities. This should be a creative session to allow participants to “think like an entrepreneur” and think about new ideas for small business in their community. Participants should feel free and open during discussions.

The following questions should guide participants discussions in the small groups:

- What needs to I see in my community? (Ex: there is no place in my village to buy farm tools. People have to travel to purchase tools.)

- What can be done to address these needs? (Ex: A small store could be opened to sell farm implements.)
- Which of my skills can be used to address these needs? How? (Ex: I am creative and hard working, and have contacts in other places that I could use to establish a business to sell farm tools.)
- Which of these needs could I develop into a business? (Ex: I could purchase farm tools to sell locally.)
- Who would be interested in or needs my product or service? (Ex: farmers)
- Where should the product be available? (Ex: a central location in the center of village that can be easily accessed).

The facilitator can bring the groups back together to discuss outcomes of the discussion. What did participants learn? Did they determine any creative ideas?

### III. Practice/Production/Application

Time: 10 minutes

**Describing my business idea.** This activity can be done in two different ways: (1) the facilitator can divide participants into small groups for discussion; or (2) the facilitator can provide paper and writing implements to participants to write ideas individually.

The facilitator should present the following questions, which the participants will answer. The facilitator should emphasize that the description of the business is an important part of the business plan, and will be included in the final plan.

- What is my business?
- Where will my business be located?
- Why have I selected this business?

In closing, the facilitator should re-emphasize that the description of the business plan is the foundation to the business plan, and will continue to be developed. Ideas may change and evolve in later sessions, where more time will be given to developing ideas.

**ASSIGNMENTS/ACTIVITIES:**

See above.

**TRAINER NOTES:**

See UNESCO – *Starting my Own Small Business (Secondary Level)* for more information. Activities in this session have been inspired by this guide ([unesdoc.unesco.org/images/0014/001449/144928e.pdf](http://unesdoc.unesco.org/images/0014/001449/144928e.pdf))

<b>SESSION TITLE:</b>	<b>Field Visit</b>
<b>RATIONALE:</b>	Visiting existing small businesses and speaking with small business owners will allow participants to consider challenges, opportunities, and learn from real experience.
<b>COMPETENCE AREA:</b>	Business skills, entrepreneurship
<b>OBJECTIVES OF THE SESSION:</b>	<ul style="list-style-type: none"> <li>- Participants will have a stronger understanding of real-life business challenges.</li> <li>- Participants will gain insight into the realities of operating a small business.</li> </ul>
<b>DURATION:</b>	1 hour 30 minutes
<b>LEAD FACILITATOR(S):</b>	
<b>PARTICIPANTS:</b>	Up to 35 – depending on necessary transportation
<b>MATERIALS NEEDED:</b>	Transportation as necessary.
<b>PROCEDURE:</b>	
<b>I. Motivation and relating to learners' previous knowledge</b>	<i>Time: 5 minutes</i>
<p><i>Note: Prior to this session, the planning team will select local entrepreneurs for field visits. Necessary transportation arrangements will be made to facilitate visits to one (or multiple) field visits. The planning team should try to find businesses that match the interests of participants).</i></p> <p>The facilitator will introduce the session, and explain that the group is visiting local entrepreneurs to see their small businesses and learn from their operations.</p>	
<b>II. Presentation and Demonstration</b>	<i>Time: 1 hour – 1 hour 15 minutes</i>
<p><b>A. Presentation:</b> The facilitator should introduce the small business owner and his/her operation. The business owner should then present themselves and their business.</p> <p><b>B. Questions:</b> The facilitator should ask participants to pose any questions to the business owner. Questions could include:</p> <ul style="list-style-type: none"> <li>• Why did you start this business?</li> <li>• What risks do you face?</li> <li>• What challenges do you face?</li> <li>• Is this your first business?</li> <li>• Who are your customers?</li> <li>• Do you have a business plan?</li> <li>• What advice would you offer to a new small business owner?</li> </ul> <p><b>C.</b> This can be repeated if more business owners are visited.</p>	
<b>III. Practice/Production/Application</b>	<i>Time: 10-25 minutes</i>
<p>After the visit, the facilitator should lead participants in a discussion of the visit.</p> <ul style="list-style-type: none"> <li>• What did participants find most interesting?</li> <li>• What was their most important learning?</li> </ul>	

- How will these learnings affect them when they start their own small business?

<b>ASSIGNMENTS/ACTIVITIES:</b>	<i>None</i>
<b>TRAINER NOTES:</b>	<i>None</i>

<b>SESSION TITLE:</b>	<b>Cast Studies of Entrepreneurial Ventures</b>	
<b>RATIONALE:</b>	The best way for someone to learn a concept is by example. Case studies are a relatable way for people to take what they have learned in the classroom and match it up to an existing application. Learning these examples, the participants can then refer back to them when they begin their own business plans.	
<b>COMPETENCE AREA:</b>	Application, Research	
<b>OBJECTIVES OF THE SESSION:</b>	Participants will learn about case studies, then develop a list of three positive aspects and three improvements for each case study presented	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>	35 participants	
<b>MATERIALS NEEDED:</b>	Paper, writing utensils, case studies	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>		<i>Time: 30 minutes</i>
Participants will be divided into small groups, and briefly discuss an existing entrepreneurial venture they know of. It does not need to be local – it can be any type of profit earning organization they choose. They will then create a list of positive and negative aspects of the company.		
<b>II. Presentation and Demonstration</b>		<i>Time: 40 minutes</i>
Participants will go around the room and each group will present the discussion they had. Each group member should speak during this presentation to become more comfortable with speaking and interacting with others.		
Facilitator will introduce new case studies as necessary to highlight other examples (see attached case study).		
<b>III. Practice/Production/Application</b>		<i>Time: 20 minutes</i>
Participants will be asked to create a list of lessons learned from the case studies that they will then take into consideration for their own entrepreneurial ventures.		
Examples: Funny advertisements were successful. Working in partnership worked better than working alone. They ran out of inventory often, so I should make sure I am well stocked. They had poor customer service, so I should put a big emphasis on it.		
The list the participants create will be references when they write their actual business plans to make sure they incorporate their lessons learned		
<b>ASSIGNMENTS/ACTIVITIES:</b>	See above.	
<b>TRAINER NOTES:</b>	None.	



## **Lokman's Grocery**

Rama lives in Samut village. He was married with two children. He thought about starting a small shop, but did not dare to do so outright. He saw the difficulty Lokman was having with his shop. There are few sales. Very few villagers go shopping at his shop. Mostly they buy goods from the market. Rama asked neighbours why they did not go to Lokman's shop. Most of them complained that essential goods were not available there, or else were priced too high. In addition, the shop was not kept open regularly and some of the goods were of low quality. Rama thought this information would be useful for him. If he could overcome these problems, maybe his shop would be a success. Rama also obtained advice from nearby shopkeepers about the conveniences and inconveniences of operating a shop. After considering all this information, Rama selected a site for the shop, purchased stock and started doing business. The new shop attracted many customers. Lokman was perplexed. He asked Rama his secrets. When Rama shared his ideas for operating the shop, Lokman realized the mistakes he had committed so far.

Questions:

1. What are the reasons for fewer customers in Lokman's shop?
2. What are the reasons for the success of Rama's shop?

*From: Training Manual for Small Scale Enterprise, UNESCO, 1999.*

## **Trainer Notes – Lokman’s Grocery Case Study**

What happens when an entrepreneur starts her business without conducting a market survey?

The groups may come up with the following answers:

- She doesn't know the purchasing power of the customers
- She doesn't know the age group of the customers
- She doesn't know the target market of the customers
- She doesn't know the right place to start her business
- She can't get enough profit
- Difficulty in sales
- She cannot decide which product should be produced
- She cannot decide the production capacity
- No market for product
- Plan would become a failure
- Customers' availability
- People don't need the product
- Accessibility of the product
- Cannot sell the product
- Customers may go to another shop
- Without market survey, no customer, no benefit
- Difficult to sell because they don't know about standard price so that they will sell cheaper or higher
- She has risks – gets little profit or it's too late to develop the enterprise; doesn't have buyers
- Goods not needed in the market

A market survey is a systematic collection, recording, analysis and interpretation of data relating to the existing or potential market for a product or services

A market survey is a useful tool for contact with the market

The systematic and intelligent use of this tool can reduce risks of decision making under conditions of uncertainty

Through a market survey we can obtain information in the following areas:

- size of market
- pattern of demand
- buying habits and motives
- past and present trends for this or other products

<b>SESSION TITLE:</b>	<b>Selection and Description of Ventures</b>	
<b>RATIONALE:</b>	Participants will select and elaborate upon plans for their ventures.	
<b>COMPETENCE AREA:</b>	Entrepreneurship, planning	
<b>OBJECTIVES OF THE SESSION:</b>	By the end of this session participants will have selected a feasible venture for their business plan.	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>	35	
<b>MATERIALS NEEDED:</b>	Pen, paper	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>		<i>Time: 10 minutes</i>
	The facilitator will ask participants how the case studies and brainstorming have impacted their thoughts on developing a plan for a small business. Allow each participant to provide a response.	
<b>II. Presentation and Demonstration</b>		<i>Time: 30 minutes</i>
	<p><b>Selection of Business Venture (30 minutes)</b> Divide the participants into groups of no more than 6. Ask each group to come together for a discussion. Each participant should present for 10 minutes to their small group on their idea for a small venture (What they plan to open? Why? Where? How? What will they do?). Other group members should ask clarifying questions (based on the active listening module).</p> <p>Facilitators should circle the room to listen to participants' ideas, and provide feedback and questions as necessary.</p>	
<b>III. Practice/Production/Application</b>		<i>Time: 50 minutes</i>
	<p><b>Description of Business Ventures</b> The facilitator will describe that this is a working session to allow participants to complete the first part of their business plan. Participants will be provided with a business plan template and asked to complete the General Information, Market, Operations, and Management sections based on the discussion over the past sessions.</p> <p>The facilitator will introduce members of the training team who will be available to support individuals in completing this section of their business plan.</p> <p>Facilitators will circle the room and meet individually with each participant in completing this section of their business plan.</p>	
<b>ASSIGNMENTS/ACTIVITIES:</b>		
<b>TRAINER NOTES:</b>		

<b>SESSION TITLE:</b>	<b>Introduction to Profits and Losses - Bookkeeping</b>	
<b>RATIONALE:</b>	Profits and Losses are the simplest way to do accounting and making sure a book is balanced. It is a fundamental function of running a business.	
<b>COMPETENCE AREA:</b>	Accounting, Money management	
<b>OBJECTIVES OF THE SESSION:</b>	Participants will learn how to balance a book of cash flow	
<b>DURATION:</b>	1 hour 30 minutes	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>	Up to 35-40	
<b>MATERIALS NEEDED:</b>	Paper, writing utensils, balance book	
<b>PROCEDURE:</b>		
	<b>I. Motivation and relating to learners' previous knowledge</b>	<i>Time: 15 minutes</i>
	<p><i>Facilitator presents story of business:</i></p> <p>The women's group business makes rice noodles and chips. The members meet at the group leader's house to use the machine kept there. They make and sell noodles throughout the day. At the end of every day, the money they earn is given to the leader, who puts it in a basket. Before handing the money over, the group notes the amount on a small pad kept for this purpose in the basket. Sometimes, they forget to enter small amounts. If they need petty cash, they take it out of the basket.</p> <p>The leader deposits the money in the bank once in a month. She keeps it with her till then and pays for other expenses such as bags of rice and noodles when stocks are low. Other group members often make these purchases. The leader knows how to write accounts but has three small children and, sometimes, does not have the time to do the accounting for three months at a time. Once, when she visited the bank, she found that the group had only 1 000 SDG remaining in their account.</p> <p>She was worried and convened a meeting of members as soon as she returned. The members had not met for three months. They were very angry with the leader. The members could not locate all the slips where they had noted down the purchases made. The other members were upset and accused them of taking away money from the business. They said the business was good and they should have earned a profit, rather than make a loss.</p> <ul style="list-style-type: none"> <li>• <b>Ask participants why it is important to write the accounts and understand profits and losses. They may make one or more of the following points:</b> <ul style="list-style-type: none"> <li>- it is important because no one can remember all the details</li> <li>- to know whether the business is making a profit or a loss</li> <li>- to know whether the business will do better or worse</li> <li>- it provides basic information for planning future business</li> <li>- so that variable costs can be reduced if possible and the product sold at a viable price</li> </ul> </li> </ul>	

- because everyone must know the details of the business

*Let the participants discuss the story and the importance of book keeping. What can happen if books are not kept? What can happen if entries are not made in time? Emphasize the importance of daily cash control and profit calculations.*

- **Start a discussion on why some businesses and groups do not maintain proper accounts. The following explanations may be given:**

- group members do not know the importance of bookkeeping
- they do not know how to write the books
- it is a difficult and complex job
- they do not have the time to write the books

(information from <http://www.fao.org/docrep/004/ad499e/ad499e09.htm>)

## II. Presentation and Demonstration

Time: 55 minutes

### A. Why keeping accounts is important? (10 minutes)

The practice of writing accounts helps to manage the business well. It also helps to monitor the business and know if it is making profit or losing.

*The following example explains some ways in which accounts are useful:*

- A women's group buys fabric and gives it to its 20 members to make garments. If they keep an account of how much material has been given to each member, they can estimate the number of garments that can be produced each week.
- If they write how much fabric they have in stock and how much is required for the following week, they can calculate how much extra they will need to meet their orders.
- If they keep an account of the cost price and the selling price it will help them to calculate the profit they make per garment.
- Sometimes the fabric is bought on credit and the women forget to pay for it in time, upsetting the supplier. If these details are recorded in the accounts, the group can plan the payment on time.
- If the group writes down its costs, it can plan ways to reduce these and thus make a larger profit.
- Maintaining records of debtors helps in following up on payments.
- Keeping accounts also helps to calculate the profit made at the end of each month or year. This, in turn, helps the group to determine the amount of money to be distributed among their members.
- They can also keep aside some money for the following month's expenses and future investments.

Thus, keeping accounts helps the group to:

- plan the purchase of raw material
- plan the sale of finished goods
- calculate costs and profits
- plan reduction in costs
- plan cash flows
- pay their creditors and follow up their debtors, thus improving their cash flow
- gauge whether the business is making a profit or loss
- know how they have used their money by comparing profits with the capital invested in the business

**B. Explanation of how to calculate and chart business profits and losses (35 minutes)**

The facilitator explains and demonstrates to participants the following:

- Definition of profit
- Definition of loss
- How to calculate and record profits and losses (using examples and sample accounting book example)

Ledger book: all types of transactions must be listed in a ledger book.

**C. Clarification (10 minutes)**

The facilitator answers any questions from the participants,

<b>III. Practice/Production/Application</b>	<i>Time: 20 minutes</i>
<p>Participants will be divided into groups and given the following series of exercises and be asked to produce a completed balance sheet:</p> <p>Day 1: You have 50 SDG. You sell 10 SDG worth of products for the day.            Day 2: You sell 30 SDG worth of products for the day. You notice you are running low on stock, so you buy 50 SDG worth of supplies and products.            Day 3: You sell 20 SDG worth of products for the day. Your stand breaks and you have to pay 10 SDG to fix it.            Day 4: You sell 30 SDG worth of products for the day. It rains, and you discover 20 SDG of your products are ruined and you must throw them away.</p> <p>How much money do you have to begin Day 5? Answer: 60 SDG.</p>	
<b>ASSIGNMENTS/ACTIVITIES:</b>	<i>See above.</i>
<b>TRAINER NOTES:</b>	<i>See attached financial background notes in Arabic.</i>

<b>SESSION TITLE:</b>	<b>Business Finance: II: Costing, Pricing, and the Business Plan</b>	
<b>RATIONALE:</b>	Understanding how to cost and price goods is key to managing a successful and sustainable business.	
<b>COMPETENCE AREA:</b>	Business finances, business management	
<b>OBJECTIVES OF THE SESSION:</b>	<ul style="list-style-type: none"> <li>• Explain the importance of costing goods and relate the ways of assessing the cost of each product</li> <li>• Explain fixed and recurring expenses related to products/goods</li> <li>• Assess the total expenses of products/goods</li> <li>• Explain the concept and importance of pricing goods</li> </ul>	
<b>DURATION:</b>	1.5 hours	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>	Up to 35 participants	
<b>MATERIALS NEEDED:</b>	Flip chart, pens, paper	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>		<i>Time: 15 minutes</i>
<p><b>A. Welcome</b> The facilitator welcomes the participants to the costing and pricing session of the business finance modules.</p> <p><b>B. Case Study on Importance of Appropriate Costing and Pricing of Goods</b></p> <ul style="list-style-type: none"> <li>• Present the Lokman's grocery case study.</li> <li>• Discuss with participants why it is important to price goods correctly. <ul style="list-style-type: none"> <li>○ What happens if your prices are too high? (ex: customers will go elsewhere, you will not make sales, your business will not succeed)</li> <li>○ What happens if your prices are too low? (ex: you will make more sales, but you will lose money)</li> </ul> </li> <li>• Explain to participants that during this session, participants will learn how to determine the total cost of their products (costing), and then learn how to appropriately price their goods based on this cost.</li> </ul>		
<b>II. Presentation and Demonstration</b>		<i>Time: 45 minutes</i>
<p><b>A. Costing Goods</b></p> <p>In any business concern, there are two types of expenses: "fixed" expenses and "variable" or "recurring" expenses. It is difficult to run an enterprise if the difference between the two is not perceived. As a small business owner, you must understand all of your expenses.</p> <ul style="list-style-type: none"> <li>• <b>Fixed expenses:</b> Expenditures that are not related to the amount of goods produced are called fixed expenses. Examples are rent of a shop or stall, or the charge for using a scale. These are core expenditures for the business and do not vary with the <i>volume</i> of business. (Ex: If I pay rent for a stall, I will have to pay this rent whether I make lots of sales or make no sales.)</li> </ul>		

- **Variable/recurring expenses:** Expenditures that vary with changes in the volume of sales are called variable expenses.

When sales increase, the production or supply has to be increased. Thus the purchase of goods or raw materials also increases, resulting in an increase in recurring expenditure.

### Costing Goods Example

The following table shows various types of fixed and variable expenses for a store owner who sells seeds.

Fixed expenses		Variable expenses	
Rent	100 SDG	Purchase of seeds 200kg	220 SDG
Electricity	100 SDG		
Bag, mat, etc.	20 SDG		
Other expenses	200 SDG		
<b>Total fixed expenses</b>	<b>420 SDG</b>	<b>Total variable expenses</b>	<b>220 SDG</b>

This

table shows that the total cost for 200 kilograms of rice is 640 SDG (420 SDG + 220 SDG).

The per kilogram cost is 3.20 SDG (640 SDG /200kg).

If the amount of rice is increased to 400 kilograms, then the per kilogram cost becomes (420 + 440 = 860/400) 2.15 SDG.

Fixed expenses		Variable expenses	
Rent	100 SDG	Purchase of seeds 400kg	440 SDG
Electricity	100 SDG		
Bag, mat, etc.	20 SDG		
Other expenses	200 SDG		
<b>Total fixed expenses</b>	<b>420 SDG</b>	<b>Total variable expenses</b>	<b>440 SDG</b>

In general, fixed expenses never change, while variable or recurring expenses change along with the change in the volume of transactions. When might fixed expenses also change? Ex: your store grows so much that you require a second space to rent.

**Costing Goods Practice** – Give this example to participants to practice determining fixed and variable expenses, and costing goods.



Amina sells traditional sorghum at the market. She pays 35 SDG for a stall at the market. Amina recently purchased 100kg of sorghum to sell for 150 SDG. She pays 5 SDG for electricity for her stall. She pays 10 SDG for transportation.

- What are Amina's fixed costs?
- What are Amina's variable costs?
- What is the cost per kg to Amina of sorghum?
- What would be the cost per kg if she purchased 200kg of sorghum for 300 SDG.

Verify the responses of the participants.

Fixed expenses		Variable expenses	
Rent	35 SDG	Purchase of 100kg of sorghum	150 SDG
Electricity	5 SDG		
Transportation	10 SDG		
<b>Total fixed expenses</b>	<b>50 SDG</b>	<b>Total variable expenses</b>	<b>150 SDG</b>

Total cost = 50 SDG + 150 SDG = 200 SDG

Cost per Kg = 200 SDG / 100 = 2 SDG /kg

If she purchased 200kg of Sorghum, the cost per kg would be:

Total cost = 50 SDG + 300 SDG = 350 SDG

Cost per Kg = 350 SDG / 200 = 1.75 SDG /kg

Ask if participants have any questions based on this example

## B. Pricing Goods

- Emphasize that the price has to be fixed so that both sales and profits remain at an optimum level. Explain the issue with an example.
- Explain the negative relations between price and sales. If the price increases sales go down. Ex: When milk is more expensive, I buy less milk. When the price goes down, sales typically go up. If sorghum is cheaper, I will buy a greater quantity.
- Now that I understand the cost of my product, how do I determine what price I should set for my product for my customers?

**Cost per unit + Profit = Selling Price**

The cost per unit is the (Variable Cost + Fixed Cost)/Unit

- Profit is the financial gain that you will make from selling the product.  
Profit = Selling Price - Cost to Sell item.

- How do you determine how much profit you should make?
  - How much money do you need to survive financially?
  - What are other people in the area selling the same product for? If you set your price too high, people will not buy from you. If you set your price too low, you will not make enough profit.

**Example 1:**

I make wooden toys for children.

The wood for one toy costs 5 SDG

My labour costs for making the toy are 5 SDG

My bus fare to and from the marketplace is 1 SDG

My place at the market costs 2 SDG

My business' profit is 2 SDG

What is my selling price?

$$5+5+1+2+2=15 \text{ SDG}$$

**Example 2:**

Adam is in the pressed rice business. He buys paddy, prepares pressed rice and sells it in his small shop. Adam sells 200 kilogram of pressed rice each month. His expenses are as follows:

PART A	
<b>Variable Costs</b>	
Price of paddy: 200 kgs at 200	200 SDG
Expense for pressing:	50 SDG
<b>Fixed Costs</b>	
Rent:	50 SDG
Electricity:	10 SDG
<b>Total</b>	<b>310</b> SDG

Along with this expense, Adam added a daily wage rate of 5 SDG per day for his labor in the business for the 30 days he worked during the month. The monthly charge comes to  $(5 \times 30)$  150 SDG. Thus the total expense stands at  $(310 + 150) = 460$  SDG. Expense per kilogram is  $(460 \text{ SDG} / 200)$  2.30 SDG.

Adam calculated that if he sells the pressed rice at the rate of 2.75 SDG per kilogram, he would not suffer a loss. Since he has invested his own capital, he does not need to pay interest. If he had to pay that, expense per kilogram could be higher. He checked neighboring shops.

They were selling at the rate of 3.50 SDG or 4.00 SDG. Adam decided to sell at a little less. He started selling at 3.25 SDG. The other shopkeepers reacted and lowered the price to 3 SDG. Adam thought that he could not sell at that rate. He kept waiting. Eventually the other shopkeepers realized that they were losing money.

**Questions:**

1. Why is it important to set prices in a proper way?
2. How did Adam set the price of the pressed rice?
3. What other factors can be considered for pricing goods?

**III. Practice/Production/Application**

*Time: 30 minutes*

**A. Business Plan: Costing and Pricing for your Business**

Now that we have learned about the importance of costing and pricing your goods, and learned the steps to this, we can work to develop the costs and prices for your business.

First, ask participants to list all fixed costs in their business.

Secondly, ask participants to list all expected variable costs.

Fixed expenses		Variable expenses	
<b>Total fixed expenses</b>		<b>Total variable expenses</b>	

As in the examples, discussed earlier, participants should then determine the cost per unit that they plan to sell.

The participants should then begin to think how they will price their item.

- What is the current price of the good in the area?
- How much profit do I need to make to survive?
- What should be my profit?

**ASSIGNMENTS/ACTIVITIES:**

See *activities above and Lokman Case Study*. Activities adopted from the following sources:

“Training Manual for Small Scale Enterprise.” Asia-Pacific Programme of Education for All. UNESCO Principal regional Office for Asia and the Pacific, Bangkok, 1999.

**TRAINER NOTES:**

See *general financial training notes for more background*.

<b>SESSION TITLE:</b>	<b>Business Finance III: Financial Statements</b>
<b>RATIONALE:</b>	Educate participants on the importance of bookkeeping in business
<b>COMPETENCE AREA:</b>	Management; Budgets
<b>OBJECTIVES OF THE SESSION:</b>	<ol style="list-style-type: none"> <li>1. Detail financial management and management responsibilities.</li> <li>2. Learn how to manage financial resources appropriately.</li> <li>3. Develop a project budget; bookkeeping; prepare financial reports.</li> </ol>
<b>DURATION:</b>	1.5 hours
<b>LEAD FACILITATOR(S):</b>	
<b>PARTICIPANTS:</b>	Up to 35 participants
<b>MATERIALS NEEDED:</b>	Flip chart, pens, paper
<b>PROCEDURE:</b>	
<b>I. Motivation and relating to learners' previous knowledge</b>	<i>Time: 15 minutes</i>
<p><b>A. Group Activity-</b> Determining levels of familiarity with financial concepts</p> <ol style="list-style-type: none"> <li>1. Ask participants what problems a business might encounter if they did not keep track of their finances. <i>Examples might include: "I might forget that my neighbor owed me a substantial amount of money" or "I may overspend in one area, and not have enough money left over to pay my employees at the end of the week".</i></li> <li>2. Use flip chart to record responses. <i>Examples might include: "Keep track of debts" or "Outspend your budget".</i></li> <li>3. Define "financial management". <i>After input from participants, facilitator should provide the following definition: <u>Financial management is keeping track of all the money coming in and out of your business, and then using the information you've collected to understand how your business is doing and make well-informed decisions.</u></i></li> <li>4. Explain "profit". <i>After input from participants, the facilitator should provide the definition of: <u>Profit is the difference between the amount of money an entrepreneur earns, and the amount he or she spends on buying, operating, or producing a good or service.</u></i></li> </ol>	
<b>II. Presentation and Demonstration</b>	<i>Time: 45 minutes</i>
<p><b>A. What kind of records should be kept?</b></p> <ol style="list-style-type: none"> <li>1. Amount of money business earns each month.</li> <li>2. Amount business spends each month.</li> <li>3. Debtors and amounts owed</li> <li>4. Creditors and amounts outstanding</li> <li>5. Scale of profit or loss</li> <li>6. Client contact information.</li> </ol> <p><b>B. Important questions to ask:</b></p> <ol style="list-style-type: none"> <li>1. How much should I charge per item sold?</li> <li>2. Am I making a profit?</li> <li>3. Can I afford to purchase that extra piece of equipment this month?</li> </ol>	

4. How many people can I afford to employ?
5. How much money should I save for a rainy day?
6. Who should I bank with?
7. If I am not turning a profit, how can I reduce costs?

**C. How to develop a budget:**

1. Fixed Expenses – What are my expected fixed costs?
2. Variable Expenses – What are my expected variable costs?

**III. Practice/Production/Application**

Time: 30 minutes

**A. Application Exercise**

Use the following example to allow participants to develop a sample budget and develop a financial plan.

*I intend to sell goat's milk and meat in the area. In order to start my business, I will need 14 female goats and 2 male goats. I will breed the goats, and keep some alive to produce milk. I will slaughter the fattened offspring for meat. I will keep some produce for my family, and the remaining product will be sold at the bazaar 2 miles down the road. The bazaar is a crossroads for visitors traveling through the area, and these people will be thirsty and hungry when they arrive. I will market my milk and meat towards these people. I will need grass and hay to feed my goats, but my neighbor has the rights to the best grassland in the area. In exchange for permission to use her grazing land, I will provide her with milk and meat products to feed her family.*

**Initial Expenses**

16 goats- \$100 each

Wheelbarrow (for transport)- \$50

**\*\*Total Initial Expense- \$1650 (take out a \$1650 loan)**

**Monthly expenses**

Grazing rights: 64 oz meat + \$25

Loan Payment: \$25

Employee (Herder)- \$25

**\*\*Total Monthly Expenses- \$75**

**Monthly Income:**

300 oz of goat meat- \$50

200 oz of goat milk- \$50

**\*\*Total Monthly Income - \$100**

**Monthly Income – Monthly Expense = Profit**

**\$100- \$75 =\*\*\*\$25**

**One of my goats falls seriously ill.  
How will I pay for the veterinary care  
to keep my herd healthy?**

I will take \$5 out of my earnings each month, and put it aside for veterinary care (or any unseen emergency in the future). This way, I can enjoy some peace of mind that my herd will always be healthy and able to produce

## **B. Developing Your Budget**

Have each participant draw up a budget for his or her new business.

Each budget should include the following details:

What their anticipated costs will be? (Fixed and Variable)

How much they will need to borrow from the bank?

Stress the importance of risk management. Have each participant think of something that could go wrong during production. Next, have each come up with a “rainy day solution” to their problem.

The facilitator should circulate and answer any questions. After participants have completed their budgets, the facilitator can bring the group together and provide participants the opportunity to discuss their budgets and ask any questions.

<b>ASSIGNMENTS/ACTIVITIES:</b>	<i>See above.</i>
<b>TRAINER NOTES:</b>	



<b>SESSION TITLE:</b>	<b>Business Legal Aspects</b>	
<b>RATIONALE:</b>	Understanding the legal environment is necessary for small business owners.	
<b>COMPETENCE AREA:</b>	Business plan, entrepreneurship, business start-up	
<b>OBJECTIVES OF THE SESSION:</b>	By the end of the session, participants will have a stronger understanding of local legal practices and any requirements they will need to follow (registration, reporting, taxes, etc).	
<b>DURATION:</b>	1.5 hours	
<b>LEAD FACILITATOR(S):</b>		
<b>PARTICIPANTS:</b>	Up to 35 participants	
<b>MATERIALS NEEDED:</b>	Flip chart, pens, paper	
<b>PROCEDURE:</b>		
<b>I. Motivation and relating to learners' previous knowledge</b>		<i>Time:</i>
<b>II. Presentation and Demonstration</b>		<i>Time:</i>
-		
<b>III. Practice/Production/Application</b>		<i>Time:</i>
<b>ASSIGNMENTS/ACTIVITIES:</b>		
<b>TRAINER NOTES:</b>		

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<b>SESSION TITLE:</b>	<b>Financial Sections – Business Plan</b>
<b>RATIONALE:</b>	Participants will have the opportunity to complete the second part of their business plan.
<b>COMPETENCE AREA:</b>	Business plan, entrepreneurship, finance
<b>OBJECTIVES OF THE SESSION:</b>	By the end of the session: - Participants will have completed the finance sections of their business plan
<b>DURATION:</b>	1 hour 30 minutes
<b>LEAD FACILITATOR(S):</b>	At least 2 facilitators and others to provide individualized support.
<b>PARTICIPANTS:</b>	35
<b>MATERIALS NEEDED:</b>	Business plan template, pens
<b>PROCEDURE:</b>	
<b>I. Motivation and relating to learners' previous knowledge</b> <span style="float: right;"><i>Time: 20 minutes</i></span>	
<p>The facilitator will describe that this is a working session to allow participants to complete the financial part of their business plan. Participants will be provided with a business plan template and asked to complete the Financial sections based on the discussion over the past sessions. The facilitator will provide an example of how this could be completed.</p> <p>The facilitator will introduce members of the training team who will be available to support individuals in completing this section of their business plan.</p>	
<b>II. Presentation and Demonstration</b> <span style="float: right;"><i>Time: 60 minutes</i></span>	
Facilitators will circle the room and meet individually with each participant in completing this section of their business plan.	
<b>III. Practice/Production/Application</b> <span style="float: right;"><i>Time: 10 minutes</i></span>	
In the last 10 minutes, the facilitator will ask participants to come together in the group. The facilitator will ask if there are any remaining questions, and will ask participants to share what they have developed.	
<b>ASSIGNMENTS/ACTIVITIES:</b>	
<b>TRAINER NOTES:</b>	

<b>SESSION TITLE:</b>	<b>Microfinance and Business</b>
<b>RATIONALE:</b>	To provide individuals with the knowledge, skill sets, and capital needed to launch a successful enterprise in pursuit of a more secure and sustainable economic future.
<b>COMPETENCE AREA:</b>	Theory of microfinance, contract mechanics, financial aptitude, building/sustaining business relationships.
<b>OBJECTIVES OF THE SESSION:</b>	Participants understand how microfinance communities operate; his/her role in ensuring the success of the cooperative.
<b>DURATION:</b>	1 hour, 30 minutes
<b>LEAD FACILITATOR(S):</b>	
<b>PARTICIPANTS:</b>	Up to 35-40 participants
<b>MATERIALS NEEDED:</b>	Paper, pencils
<b>PROCEDURE:</b>	
<b>I. Motivation and relating to learners' previous knowledge</b>	<i>Time: 20 minutes</i>
<p><b>A. What is Microfinance? (10 Minutes)</b> The facilitator should begin the discussion by asking the participants if they know about microfinance. What is it? How can it be accessed?</p> <p><b>B. How do the participants plan to finance their business? (10 Minutes)</b> The facilitator should begin a discussion with participants on how they plan to finance their business. Will they require additional money to start their business? Where will they get this money (family, friends, bank, microfinance)?</p>	
<b>II. Presentation and Demonstration</b>	<i>Time: 55 minutes</i>
<p>A. The Four Pillars of Small Enterprise Development</p> <ul style="list-style-type: none"> <li>a. Financing: <ul style="list-style-type: none"> <li>i. secure assets and capital needed to fund a small business/cooperative</li> </ul> </li> <li>b. Training <ul style="list-style-type: none"> <li>i. acquire the skills needed to run a successful enterprise</li> <li>ii. cover relevant subjects- efficient use of capital, how to turn a profit.</li> </ul> </li> <li>c. Construction <ul style="list-style-type: none"> <li>i. increasing bargaining power on the local market.</li> <li>ii. reducing administrative costs</li> <li>iii. integrating skills amongst employees</li> <li>iv. detailing practices/expenses for review</li> <li>v. learning as a lifelong process, broadening skill base</li> </ul> </li> <li>d. Consultation/Management <ul style="list-style-type: none"> <li>i. preparing for emergencies</li> <li>ii. addressing problems early on</li> <li>iii. decision-making based on scientific principles</li> <li>iv. maintaining a cooperative work environment to facilitate discussion and inclusion.</li> </ul> </li> </ul> <p>B. Microfinance in Practice</p> <ul style="list-style-type: none"> <li>a. Sources of funding</li> </ul>	

- i. Self-financing
  - 1. individual (savings)
  - 2. members (partnership/association)
- ii. Leveraged financing
  - 1. banks and financial institutions
- iii. Grants/support
  - 1. non-governmental organizations, charitable organizations, institutions, local and foreign.
- b. Financing Formulas
  - i. Murabaha
    - 1. An agreement in which one party agrees to sell a custom-tailored product to a buyer at a pre-arranged price (cost + profit margin). In the case of transactions between a bank (seller) and an entrepreneur (buyer), the bank must take actual possession of the item/s in transaction before providing them to the entrepreneur. A small profit margin may/may not be applied to the transaction. Repayment can be made by lump sum or by installments.
  - ii. Speculation
  - iii. Partnership
    - 1. Two parties pool their capital to launch a business they would not otherwise have been able to launch separately.
    - 2. Both parties share equally in loss and profits.
    - 3. Agreement can be liquidated at any time by the consent of the involved persons.
  - iv. Al-Qard Al-Hasan
    - 1. The bank sets aside a portion of money for the poorest segments of society to borrow for investment.
    - 2. interest-free, date of payment to be agreed upon in advance
    - 3. informally known as the “welfare loan”
  - v. Revolving Fund System
    - 1. provides funding for individual or group projects through payments of contributions to a communal coffer.
    - 2. funds can be borrowed for the purchase of raw materials, equipment, tools, or other
    - 3. materials that contribute to increased productivity.
  - vi. Credit Groups
    - 1. designed to enable quick access to credit
    - 2. provides a platform for exchange of ideas, trouble-shooting, and mutual support
- C. Assistance/Support
  - a. access local markets for distribution
  - b. technical assistance to improve supply side efficiency
  - c. project management training, services to increase employment opportunities available to the broader community.
  - d. loans and credit access for individual families not directly affiliated with the project.
- D. Challenges to Success
  - a. default: failure to repay loans
  - b. futility of project: What is possible? What is reasonable?
  - c. limited imagination: important to think “outside the box”, creative solutions to complex problems.

- d. corruption: using credit/communal funds to pay for personal items/services unrelated to the project.
- e. unrealistic payment schedule- income not sufficient to meet contract stipulations.
- f. substance abuse- impact of illegal substances on productivity and work ethic.
- g. lack of focus/confusion: training inadequate, contract unclear, unanswered questions remain.
- h. weak collaboration- credit group/entrepreneurs fail to communicate, discuss problems, address issues
- i. deliberate non-payment- conscious decision made to break contract/undermine the framework of system/trust of fellow collaborators.

**III. Practice/Production/Application**

*Time: 15 minutes*

The facilitator asks participants to developing a financing plan for their business plan.

This should include, where they plan to locate resources? How much financing they will require? And how they receive this financing?

**ASSIGNMENTS/ACTIVITIES:**

*See above.*

**TRAINER NOTES:**

*See attached notes in Arabic.*



<b>SESSION TITLE:</b>	<b>Business Plan Review</b>
<b>RATIONALE:</b>	Participants will have the opportunity to complete their business plan and have it professionally reviewed. By the end of the sessions, and individualized draft procurement plan will be prepared for each participant based on the business plan.
<b>COMPETENCE AREA:</b>	Business plan, entrepreneurship
<b>OBJECTIVES OF THE SESSION:</b>	By the end of the session: <ul style="list-style-type: none"> <li>- Participants will have completed their business plan</li> <li>- Trainers/facilitators will have approved the business plan</li> <li>- Project team will have a draft procurement plan for participants</li> </ul>
<b>DURATION:</b>	
<b>LEAD FACILITATOR(S):</b>	At least 2 facilitators and others to provide individualized support.
<b>PARTICIPANTS:</b>	35
<b>MATERIALS NEEDED:</b>	Business plan template, pens
<b>PROCEDURE:</b>	
<b>I. Motivation and relating to learners' previous knowledge</b>	<i>Time:</i>
	<p>The facilitator will describe that this is a working session to allow participants to complete their business plan.</p> <p>The facilitator will introduce members of the training team who will be available to support individuals in completing their business plan.</p>
<b>II. Presentation and Demonstration</b>	<i>Time:</i>
	<p>Facilitators will circle the room and meet individually with each participant in completing this section of their business plan.</p> <p>Trainers may decide to set exact times to meet with individual participants to discuss their plans.</p>
<b>III. Practice/Production/Application</b>	<i>Time:</i>
	The facilitator may ask participants to come together in the group at the end of the sessions, to share their business plans.
<b>ASSIGNMENTS/ACTIVITIES:</b>	
<b>TRAINER NOTES:</b>	