



**SUDAN PEOPLES' LIBERATION MOVEMENT
GENERAL HEADQUARTERS**



DRAFT

**AGREEMENT ON PERMANENT CEASEFIRE AND SECURITY
ARRANGEMENTS IMPLEMENTATION MODALITIES DURING THE
PRE-TRANSITIONAL AND THE TRANSITIONAL PERIODS**

BETWEEN

**THE SUDAN PEOPLE'S LIBERATION
MOVEMENT/SUDAN PEOPLE'S LIBERATION
ARMY (SPLM/SPLA)**

AND

THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN (GRSS)

ADDIS ABABA-ETHIOPIA

AUGUST 19, 2014

PREAMBLE:

WHEREAS the Sudan People's Liberation Movement/Sudan People's Liberation Army (SPLM/SPLA) and the Government of the Republic of South Sudan (GRSS), (the Parties), having met in Addis Ababa, Ethiopia from 4th August, 2014 through 28th August, 2014 under the auspices of the Inter-Governmental Authority on Development (IGAD) Peace Process, 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 Cessation of Hostilities Agreement signed on January 23, 2014 and the May 9th 2014 Agreement to resolve the crisis in South Sudan;

THE PARTIES HEREBY AGREE AS FOLLOWS:

PART ONE

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 a federal system of governance, good governance, democracy and foster civil society;

1.4. The Parties agree that inclusiveness is of the essence to this agreement 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 South Sudan;

1.7. The Parties shall provide and share information and statistics on their troops strength, arms and military equipment and any other relevant information, among themselves and with the UNMISS;

1.8. 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;

1.9. The Parties agree to inform the rank and file of their armed forces as a way of popularizing the Ceasefire Agreement;

1.10. The Parties shall commit themselves to immediate withdrawal of all foreign allied forces from the Republic of South Sudan.

1.11. The Parties shall commit themselves that all forces, troops under their respective command at all levels and rank and file shall fully cease fire and stop hostilities;

1.12. The Parties agree not to arm, train, harbor on their respective areas of control, or render any form of support to external subversive elements;

1.13. The Parties shall endeavor 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. Nothing in this agreement shall in any way undermine the sovereignty and territorial integrity of South 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 Peace Agreement (that day hereafter referred to as D-Day).

3. Amendment of this Agreement:

This Agreement may only be amended by the Parties to the agreement upon recommendation of the Ceasefire Political Commission.

4. The Parties of the Agreement:

The Parties to this Agreement shall be:

4.1. The Sudan People's Liberation Movement/Army (SPLM/A), with all its formations and units; and

4.2. The Government of the Republic of South Sudan (GRSS), 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 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 SPLM/SPLA and GRSS within 72 hours of the signature of the Peace Agreement.

5.3. The permanent cessation of hostilities shall include final termination of the following activities:

5.3.1. Military activities including movement, reconnaissance, reinforcement, recruitment, draft, and military exercises other than those permitted by the Joint Command Board (JCB). The JCB will inform the UNMISS 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;

5.3.7. Occupation of new locations;

5.3.8. Any other actions that may impede the normal progress of the ceasefire process.

6. Scope of Ceasefire

The scope of the ceasefire shall be all the states of South Sudan.

7. Duration and Calendar of Major Ceasefire Activities:

7.1. Duration of the ceasefire shall be divided into three (3) phases:

7.1.1 Phase I: The Pre-transitional Period duration 1 month (D-day to D-day + 1 month) ceasefire activities shall start (as per attached lists), the formation, co-location in training centres, training of the joint presidential guards (JPG) and the IGAD/UNMISS monitors.

7.1.2 Phase II: First half of the Transitional Period duration 12 months (D-day+ 1 month to D-day + 13 months). This phase shall cover the completion of deployment of the JPG. The beginning of the Demobilization, Disarmament, Re-integration and Reconciliation (DDRR),

7.1.3 Phase III: Second half of the Transitional Period--duration 12 months (D-day + 13 months to D-day + 25 months), continuation of DDR process, training and the monitoring process. Development of plans and modalities of transforming the two armies SPLM/SPLA and GRSS forces in to an integrated South Sudan Armed Forces.

7.1.4 The integration and redeployment of the forces shall be completed at least 3 months before the end of the transitional period.

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

8. Disengagement:

8.1. There shall be lines of disengagement according to the assembly areas, as specified in Annex 1, and shall be adjusted by the IGAD monitors.

8.2. On the declaration of the ceasefire, the SPLM/SPLA and GRSS forces shall maintain their current positions.

8.3. All forces shall take defensive positions and be redeployed to assembly points within the one month of the Pre-Transitional 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;

8.6.3 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;

8.6.4. The Parties and forces under their control shall promptly provide to the CJMC information concerning the stockpiles of Anti Personal Mines;

8.6.5. The Parties shall conduct de-mining activities as soon as possible, and in coordination with the UNMISS with a view to create the conditions necessary for deployment of the UNMISS and the return of displaced populations;

8.6.6. The UNMISS, 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 UNMISS;

8.6.7 The Parties shall establish by D Day + 30 Days a demining authority that shall work 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 UNMISS, subject to confirmation by the Monitoring and Verification Team (MVT) and Joint Technical Committee (JTC). Such lists shall be attached to the 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 MVT and JTC. The lists shall be verified by the CJMC and/or the MVT and JTC, as the case may be, immediately after the declaration of the ceasefire.

8.9. The Parties agree, and in collaboration with the UNMISS, 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 MVT 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 IGAD monitors);
- 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. Socio-economic 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 JCB and coordinated with UNMISS;
- 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 (UNMISS 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 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 may be 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 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 two principals to the Peace Agreement for consideration and action after having exhausted all avenues of dispute management at all lower levels;

11. Foreign Forces and Foreign Insurgency Groups:

11.1. The parties acknowledge and are concerned about the threat and menace that the foreign forces and foreign insurgency groups pose on the security, stability, unity of the people and territorial integrity of South Sudan and the neighboring countries.

11.2. The Parties agree to the immediate and unconditional withdrawal of Uganda People's Defense Forces (UPDF) and factions of the Sudan rebels (JEM, SLA-Abdulwahid, SLA-Minawi and SPLA-North) from the territory of the Republic of South Sudan.

11.3. The parties shall work together to disarm, repatriate and/or expel these foreign forces and foreign insurgency groups immediately from the territory of the Republic of South Sudan.

12. Verification, Monitoring, Complaints and Obligations:

12.1 The structure and levels of monitoring and verification of the implementation of this Agreement shall be as follows:

12.1.1. Ceasefire Political Commission (CPC)

12.1.2. Ceasefire Joint Military Committee (CJMC)

12.1.3. Area Joint Military Committee (AJMC)

12.1.4. Joint Military Teams (JMTs)

13. The Ceasefire Political Commission (CPC):

13.1 The CPC shall be answerable to the two Principals;

13.2 The CPC shall be a political decision making body composed of:

14.2.1. One senior political representative from each Party;

13.2.2. One senior military officer each from SPLM/SPLA and GRSS;

13.2.3. Special Representative of UN Secretary General or her/his deputy;

13.2.4. One Senior Security officer from each party;

13.2.5. One Legal advisor from each Party;

13.2.6. Representative of Intergovernmental Authority on Development (IGAD) (observer);

13.2.7. Representative of IGAD Partners (observer);

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

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

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

13.5.1. Supervise, monitor and oversee the implementation of this Agreement;

13.5.2. Negotiate any operational details as shall be necessary;

13.5.3. Sound the Parties to rise up to their obligations in this Agreement;

13.5.4. Update the Parties on the progress of the ceasefire implementation;

13.5.5. Co-ordinate with other relevant national, regional and international bodies;

13.5.6. Settle deadlocks arising out from the ceasefire implementation as reported by the CJMC and refer the unresolved ones to the two Principals;

13.5.7. Provide disciplinary measures for violations;

13.5.8. Provide a political forum for continuous dialogue between the Parties, regional and the international community;

13.5.9. Foster confidence building between the Parties;

13.5.10. Update IGAD, the IGAD Partners, African Union (AU) and the United Nations periodically on the progress of the ceasefire implementation as deemed necessary;

13.6. Ceasefire Joint Military Committee (CJMC):

13.6.1. The CJMC shall be answerable to the CPC and shall oversee the activities of AJMC;

13.6.2. The CJMC shall be located in the Federal capital;

13.6.3. The CJMC shall be a military decision making body and shall be composed of:

13.6.3.1. The Force Commander of the UNMISS (Chair),

13.6.3.2. The Deputy Force Commander from a country acceptable to the Parties. Considering that the official working languages in South Sudan are English and Arabic;

13.6.3.3. Three senior officers from SPLM/SPLA with ranks not less than Colonel;

13.6.3.4. Three officers from GRSS with ranks not less than Colonel;

13.6.3.5. One senior National Security Officer from each party;

13.6.3.6. One senior police officer from each party.

13.6.4. The CJMC shall reach its decisions by consensus of the Parties and shall establish its own internal regulations;

13.6.5. The CJMC shall have the following functions:

13.6.5.1. Oversee compliance of the Parties to their obligations under this Agreement;

13.6.5.2. Coordinate planning, monitoring and verification of the implementation of this Agreement;

13.6.5.3. Liaise between the parties;

13.6.5.4. Coordinate monitoring and verification of disengagement, disarmament and redeployment of the forces as agreed upon in this Agreement;

13.6.5.5. Check on the conduct of the military forces;

13.6.5.6. Specify current locations of troops as of the D day;

13.6.5.7. Monitor troop strength, stocks piles of arms, ammunitions and other war-related equipment;

13.6.5.8. Coordinate and monitor permitted military movements and itineraries thereof;

13.6.5.9. Receive and verify unresolved violations, disputes and complaints and rule on them;

13.6.5.10. Serve as a channel of communication between the parties;

13.6.5.11. Inspect replenishment of supplies to the forces;

13.6.5.12. Supervise demining activities; decommission unexploded ordnance and other form of military hazards;

13.6.5.13. Disseminate information about this Agreement;

13.6.5.14. Implement peace support operations in collaboration with MVT and JTC until the deployment of the IGAD monitors;

13.6.6. Communicate decisions reached by CJMC down through the individual chains of command and report to CPC.

13.6.7. Subject to the timing of different activities specified in the Agreement on Security Arrangements, CJMC may re-adjust, *within the transitional period*, on practical considerations the timing of activities or obligations related to ceasefire including redeployment.

13.6.8. The CJMC may compile necessary cartographical and mapping references which, once agreed to by the Parties, and shall be used for the purposes of monitoring the implementation of this Agreement.

13.6.9. The CJMC shall be entitled to move freely throughout the ceasefire zone.

13.7 Area Joint Military Committee (AJMC):

13.7.1 The AJMC that shall be established in each state capital and shall be composed of:

13.7.1.1 The senior most UN Officer in the Area, Chairperson;

13.7.1.2 Equal number of senior officers from SPLM/SPLA and GRSS;

13.7.1.3 UNMISS/IGAD monitors.

13.8 Joint Military Teams (JMTs):

13.8.1. JMTs shall be the lowest operating unit of the ceasefire monitoring mechanism;

13.8.2. JMTs shall be established and designated by the AJMC at that level;

13.8.3. A JMT shall be composed of UN senior officer at that level, international monitors, equal number of officers from SPLM/SPLA and GRSS.

13.8.4. JMTs shall conduct regular patrols and visits throughout their respective areas to prevent violations, preserve the ceasefire, and assist in building confidence.

13.8.5. JMTs shall monitor, verify and report alleged violations to the appropriate AJMC.

14. UNMISS

14.1. The Parties acknowledge and appreciate the presence and the role of invigorated UNMISS to monitor and verify this Agreement and to support the implementation of the Peace Agreement as provided for under Chapter VII of the UN Charter;

14.2. The Parties call upon the international community to provide technical and financial assistance to expedite the implementation of the ceasefire activities.

14.3. For the purpose of monitoring activities related to the ceasefire, the international monitors shall have unrestricted access in accordance with the Memorandum of Understanding (MOU) and the Status of Mission Agreement (SOMA).

14.4. 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 social values and cultures;

14.5. The Parties undertake to respect the exclusively international nature of the UNMISS 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 licenses, military police, arrests, transfer of custody, mutual assistance, jurisdiction, deceased members and settlement of disputes;

14.6. SPLM/SPLA and GRSS 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.

14.7. The Monitoring and Verification Team (MVT) and the Joint Technical Committee (JTC) shall continue performing their duties, under operational control of the UNMISS, according to

their present and/or expanded mandate, fill the gap and carry out duties as shall be entrusted to them by the Parties.

15. The Joint Command Board (JCB):

15.1. JCB shall be composed and structured on parity basis and take its decisions by consensus, in case of disagreement, the matter shall be referred to the two Principals. It shall be composed of the Chiefs of Staff of SPLM/SPLA and GRSS, their deputies and four senior officers from each party.

15.2. JCB shall exhibit a characteristic of well-functioning body capable of timely response to tasks and situation.

15.3. JCB shall have a Technical Committee to be formed from four senior officers from both parties.

15.4. 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 JCB in all ordinary and extraordinary sessions.

15.5. The two Principals shall appoint the Commander and the deputy commander of the JPG who shall be ex officio members of JCB.

15.6. In the event of any external or internal threat, JCB shall, subject to section 16.2 above, decide on how to address the situation. JCB shall decide whether all forces, the JPG or either force (SPLM/SPLA and GRSS) shall handle the threat alone or collectively.

15.7 JCB may decide on the appropriate support and reinforcements that other forces shall lend to the forces facing direct threat and aggression.

15.8 In a joint operation, JCB shall determine lead HQS for that operation.

15.9. JCB shall be entrusted to work out a comprehensive framework for confidence building measures between SPLM/SPLA and GRSS forces.

15.10. JCB shall form a committee to lay down the principles of the future South Sudan Armed Forces.

15.11. At the earliest opportunity, appointed representatives of SPLM/SPLA and GRSS will determine a staff structure in support of JCB command. JCB shall prepare budget.

16. Redeployment:

The line of redeployment of SPLM/SPLA and GRSS shall be deployed outside the major towns and civilian centers.

17. The Status of Joint Presidential Guards:

17.1. There shall be formed Joint Presidential Guards (hereinafter referred to as JPG) during the pre-transitional and the transitional period from SPLM/SPLA and GRSS to replace the Tiger Division.

17.2. Formation, training, tasking and deployment of JPG formations and sub-formations shall be completed not later than D-day + 1 month.

17.3. At the inception, JPG shall remain in their joint form. However, the process of full integration shall be completed by D day + 7 months.

17.4. JPG as per Agreement on Security Arrangements shall fall under the command of the Joint Command Board (JCB). Nevertheless, the two Principals shall appoint the commander and deputy commander for the JPG as the highest level who shall, by virtue of their positions, be members of JCB. They shall oversee routine command matters of JPG in accordance to authority conferred by JCB.

17.5. JPG command shall be exercised on parity basis between SPLM/SPLA and GRSS officers with alternation of roles at the uppermost and other levels of command.

17.6. JPG personnel shall be treated equally. There shall be uniformity in welfare, salaries, emoluments, pension rights, supplies, armament, and equipment.

17.7 Training of the Joint Presidential Guards:

17.7.1. Both Forces (SPLM/SPLA and GRSS) shall complete selection and organization of officers, Non-Commissioned Officers (NCOs) and men for JPG within D Day +1 month from the beginning of the pre-transitional period.

17.7.2. JPG components from both Parties shall be formed within D Day +1 month from the pre-transitional period and co-locate in their various training centers to be trained for not less than six (6) months (in phases) after which they shall be integrated.

17.7.3. There shall be developed a joint doctrine, code of conduct, as well as disciplinary laws, regulations, and standing operating procedures to govern JPG general training policies, programs, disciplinary scopes and behavioral patterns during the Peace Talks and be signed as part of security arrangement agreement.

17.7.4. In view of special status of the Federal Capital Ramciel, JPG Command shall allot tasks to JPG contingents that shall be deployed to the capital by the end of the pre-transitional period after completion of initial joint training session that shall not exceed one (1) month. Nonetheless, JPG command shall organize further training sessions for these contingents in accordance to JPG training policy and programs.

17.10.5. The parties shall appeal to the international community to render additional technical, material and financial support to assist in forming and training JPG.

17.11. JPG Command and Control:

JPG Headquarters is under command of JCB and shall be located in Ramciel. The JPG command shall perform among other things, the following duties and responsibilities:

17.11.1. Command of JPG formations and units;

17.11.2. Promotion of mutual cooperation between JPG, SPLM/SPLA and GRSS at all command levels;

17.11.3. Coordination of supply and replenishments plans with JCB;

17.11.4. Implementation of JCB plans, policies, programs and directives pertaining to JPG;

17.11.5. Appointment and transfer of JPG officers within the discretion of JPG command;

17.11.6. Create and promote confidence building measures;

17.11.7. Development and execution of training programs for JPG;

17.11.8. Coordination with CPC;

17.11.9. Resolution of disputes that may arise within JPG jurisdiction.

17.12. JPG Commanders shall exercise the following authority/responsibility:

17.12.1. Command and control of JPG in their respective areas of command;

17.12.2. Implementation of and compliance with the directives of the JPG Higher Headquarters;

17.12.3. Implement confidence building policies of the higher headquarters as well as create and promote confidence building measures within their power as shall be desirable;

17.12.4. Development and execution of training programs within their command jurisdiction;

17.12.5. Performance of any other duties that may be conferred upon them by the higher headquarters.

17.13. JPG Composition and organization:

17.13.1 Composition:

17.13.1.1. JPG shall be formed from SPLM/SPLA and GRSS forces;

17.13.2 Organization:

17.13.2.1. JPG shall be a Division (see organizational structure attached as annexure 3) deployed in the Federal Capital. Thus, there shall be formed four (4) JPG brigades and one independent battalion as follows:

17.13.2.1.1 1st Infantry Brigade which shall have a total strength of 3411 officers, NCOs and men.

17.13.2.1.2 2nd Infantry Brigade which shall have a total strength of 3411 officers, NCOs and men.

17.13.2.1.3 3rd Infantry Brigade which shall have a total strength of 3411 officers, NCOs and men,

17.13.2.1.4 4th Infantry Brigade which shall have a total strength of 3411 officers, NCOs and men.

17.13.2.1. 5 Independent Battalion which shall have a total strength of 851 officers, NCOs and men.

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

17.13.2.3.1 Brigade Command;

17.13.2.3.2 Brigade HQ Company;

17.13.2.3.3 Four infantry Battalions;

17.13.2.3.4 Armored, artillery, engineering, transport, signal and medical corps.

17.13.2.4. The infantry battalion shall compose of:

17.13.2.4.1 Battalion Command;

17.13.2.4.2 Battalion HQ Company;

17.13.2.4.3 Four infantry companies;

17.13.2.4.4 Support Company.

17.13.2.5. JPG battalion shall be formed of two SPLM/SPLA companies and two GRSS 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.

17.14.1 Oil installations shall be demilitarized. In case of any threat to the oil installations, the Parties agree that JCB shall protect the oil fields.

18. Funding of the Armed Forces:

18.1. During the Transitional Period, SPLM/SPLA, GRSS and JPG forces shall be funded by the Federal Government. To meet this obligation, the TFGONU shall raise additional financial resources from International Partners (IGAD, Troika, AU, UN and China).

19. Policing Issues and Domestic Security

19.1. 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:

19.1.1. Maintain law and public order;

19.1.2. Ensure safety and security of all people and their property;

19.1.3. Prevent and detect crimes.

19.1.4. Assist returnees and the displaced to start a normal, stable and safe life in their respective communities;

19.1.5. 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;

19.1.6. Protect VIPs in collaboration with other security agencies;

19.1.7. Preserve natural resources;

19.1.8. Combat illicit trafficking in narcotics, drugs and illegal trade in firearms and other organized and trans-boundary crimes in the area;

19.1.9. Control illegal presence and movement of aliens in the area;

19.1.10. Collect data and information on criminal matters that threaten implementation of the peace agreement in the area.

19.1.11. Re-deployment of military and para-military forces outside villages, communities and city streets;

19.1.12. Help combat corruption at all levels of government and civil society; and

19.2. In order to strengthen the effective implementation of this Agreement, the Federal Police may assist, as required, other police at all levels to establish and promote police service at that level;

19.3. The police shall cooperate and participate in the entire process of ceasefire implementation;

19.4. The Parties agree that the police shall assume their normal functions and duties particularly in the areas where military and para-military forces had previously assumed their functions;

19.5. The Parties call upon the international partners 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;

19.6. The Parties recognize the need for cooperation and coordination mechanism between the Federal Police and other law enforcement agencies at all levels with regards to the implementation of this Agreement.

PART TWO

The South Sudan Armed Forces

20. Restructuring the SPLM/SPLA and the GRSS (SPLA) forces

20.1 All irregular forces shall be regularized.

20.2 The SPLM/SPLA and GRSS (SPLA) forces shall be restructured and shall have a new command structure. The forces shall be drawn from the ranks and files of the SPLM/SPLA, the GRSS (SPLA) forces, as well as from civilians.

20.3 The SPLM/SPLA shall constitute 60%, GRSS 30% and 10% shall be recruits from the population of South Sudan.

20.4 The restructured army shall be called South Sudan Armed Forces herein abbreviated “SSAF”.

20.5 **Doctrine of SSAF**

20.5.1 Subordination to democratic and civil control;

20.5.2 Non-Partisan

20.5.3 Respect the fundamental rights, obligations and dignity of all its members.

20.5.4 Uphold and respect the rights, dignity and diversity of the people of South Sudan.

20.5.5 Respect and protect the Constitution of the Federal Republic of South Sudan.

20.6 **Principles**

In executing its mission and functions, the SSAF shall adhere to the following principles:-

20.6.1 perform its functions in accordance with the provisions of the Peace Agreement, the Transitional Federal Constitution and international law regulating the use of force;

20.6.2 promote the highest standard of professionalism and discipline within its rank and file;

20.6.3 reflect the ethnic diversity and national character of the people of South Sudan; and

CONSTITUTING, MISSION AND STRUCTURES OF THE SSAF

21.1 Constitution of the SSAF

21.1.1 There shall be constituted in South Sudan armed forces to be known as the “South Sudan Armed Forces” herein after abbreviated “SSAF”.

21.1.2 Members of the SSAF shall be South Sudanese who satisfy the conditions and qualify for recruitment and without discrimination on grounds of gender, religion or ethnicity.

21.1.3 The SSAF shall be a disciplined, regular, professional, patriotic, productive, non-partisan military force subordinate to civilian authority as established under the Transitional Federal Constitution of South Sudan.

21.2 Mission of the SSAF

The mission of the SSAF, in addition to its other national duties, shall be to:-

21.2.1 protect the Peace Agreement;

21.2.2 defend the Transitional Federal Constitution of the Federal Republic of South Sudan;

21.2.3 protect the people of South Sudan;

21.2.4 secure the territorial integrity of South Sudan;

21.2.5 undertake responsibility for the defense of South Sudan against external threats and aggressions; and

21.2.6 Involve in addressing specific emergencies, participate in reconstruction activities, and assist in disaster relief whenever directed by the TFGONU, this agreement and any other law in force in South Sudan.

21.3 Functions and Roles of the SSAF during the Transitional Period

Functions and Roles of the SSAF shall be to:-

21.3.1 Serve as the national Armed Forces of South Sudan;

21.3.2 Coordinate with defense forces in the region on security issues; and

21.3.3 Participate in peacekeeping missions.

21.4 Structures of the SSAF

21.4.1 The South Sudan Armed Forces shall be organized into:

- 21.4.1.1 an active force, and
- 21.4.1.2 a reserve force.

21.4.2 The active force shall not exceed ten (10) divisions and each division shall not exceed 14,000 strong men and women. The active force shall consist of:-

- 21.4.2.1 the ground force 136,510 men and women;
- 21.4.2.2 the air force 5,000 men and women; and
- 21.4.2.3 The Riverine 5,000 men and women.

21.4.3 The active force shall be organized into divisions down to brigades, battalions, companies, platoons and squads, organized into combat units, combat support and service support units and shall be under the direct command and control of such officers as may be assigned by the appropriate authority.

21.4.4 The reserve force shall not exceed 50,000;

21.5 Composition of the Active Force

The active force shall consist of:-

- 21.5.1 Officers commissioned by the President and Commander-in-Chief ; and
- 21.5.2 Non-commissioned officers enrolled in accordance with this agreement.

21.6 Reserve Force

The reserve force shall be drawn from the National Service.

POWERS, FUNCTIONS AND DUTIES OF THE COMMANDER-IN-CHIEF

22. Command and Control

22.1.1 Command and control of the SSAF shall be vested in the President and Commander-in-Chief;

22.1.2 The President and Commander-in-Chief shall commission, promote, retire or dismiss officers of the SSAF in accordance with the provisions of the law.

22.2 Functions and Powers of the Commander-in-Chief

The President in his or her capacity as Commander-in-Chief of the SSAF shall, in consultation with the Command Council, exercise the following powers:-

- 22.2.1 determine the political and military objectives of SSAF;

- 22.2.2 issue political and executive directives to the Secretary of Defense;
- 22.2.3 appoint the Chief of General Staff in accordance to law;
- 22.2.4 issue military orders to the Chief of General Staff;
- 22.2.5 appoint Deputies to the Chief of General Staff, directors of branches, armed service division commanders in accordance to law;
- 22.2.6 commission officers, and in particular, grant promotion in accordance to law;
- 22.2.7 convene General Court Martial when appropriate;
- 22.2.8 commute sentences and pardon officers and other ranks sentenced by courts martial; and
- 22.2.9 Declare a general mobilization and take appropriate measures or request the declaration of the state of emergency in the Country in accordance with the Transitional Federal Constitution.

22.3 The Command Council

- 22.3.1 There shall be established a consultative body to be known as the Command Council.
- 22.3.2 The Command Council shall consist of the Chief of General Staff, Deputies of the Chief of General Staff, and Directors of branches, armed services and division commanders.
- 22.3.3 The Command Council shall advise on the following:-
 - 22.3.3.1 the SSAF military strategy;
 - 22.3.3.2 review of the organization and structure of SSAF;
 - 22.3.3.3 programs to enhance operational matters; and
 - 22.3.3.4 SSAF requirements.
- 22.3.4 The Command Council shall have a secretariat located in SSAF General Headquarters.

22.4 Functions, Powers and Duties of the Secretary of Defense

- 22.4.1 The Secretary of Defense shall be a non-uniformed person assisted by an Under Secretary.
- 22.4.2 The Secretary shall:-
 - 22.4.2.1 organize the Department of Defense in accordance with the directives of TFGONU and the Commander -in-Chief;
 - 22.4.2.2 periodically produce strategic management guidelines which establish key planning priorities for resource allocation against an agreed time-frame;
 - 22.4.2.3 responsible for the preparation and management of SSAF budget, to meet the requirements of SSAF in accordance with the Government financial rules and procurement regulations;
 - 22.4.2.4 responsible for the development and management of military industries;
 - 22.4.2.5 promote democratic civil-military relations;
 - 22.4.2.6 ensure transparency and accountability in the overall activities of SSAF;
 - 22.4.2.7 responsible for representation of SSAF internally and externally under the directives of FRSS; and

22.4.2.8 Coordinate disarmament, demobilization and reintegration programs and efforts within SSAF and with other government and international institutions and work for their speedy implementation.

22.5 Functions, Powers and Duties of the Chief of General Staff

The Chief of General Staff shall be responsible for:-

22.5.1 Preparation of SSAF military strategy and programs on the directives of the Command Council to organize and modernize SSAF to ensure its ability to carry out its mission;

22.5.2 Organization of SSAF forces into combat units, combat support and service support units and staff;

22.5.3 Determination of personnel, military equipment and material requirements; in consultation with his or her Staff Command.

22.5.4 Recruitment, training and education of military personnel and management of their assignments and careers;

22.5.5 Development of operational plans, deployment of forces and command;

22.5.6 Ensuring the sustenance of operational units through the distribution, management and maintenance of military equipment, hardware, material and facilities;

22.5.7 Enhancing the morale and welfare of SSAF personnel;

22.5.8 Ensuring the combat readiness of SSAF;

22.5.9 Recommend to the Commander-in-Chief of officers for commissioning and promotion in accordance with the law, established regulations and procedures governing promotions;

22.5.10 Convening a General Court Martial when appropriate;

22.5.11 Development of the necessary military rules, regulations and standing operating procedures for the purpose of effective and efficient management of the forces;

22.5.12 Recommend appointment of the staff branch Directors to the Commander -in-Chief, in accordance to law;

22.5.13 Assignment of senior officers to various SSAF divisions, brigades, battalions and specialized units as shall be directed by the Commander-in-Chief; -

22.5.13.1 Development and supervision of research and development capabilities;

22.5.13.2 Determination of the number and the quality of civilian employees required to serve in SSAF and submission of the same to the Secretary for approval and appointment in accordance to civil service law; and

22.5.13.3 Any other function as shall be delegated to him or her by the President and Commander-in-Chief, and the Secretary.

22.6 Functions, Powers and Duties of the Deputies of the Chief of General Staff

22.6.1 The Deputies of the Chief of General Staff shall:-

22.6.1.1 assist the Chief of General Staff in preparing and executing strategic plans, coordinating and supervising the activities in their respective areas of responsibilities; and

22.6.1.2 Prepare briefings and submit regular reports on their activities to the Chief of General Staff.

22.6.2 The Deputies of the Chief of General Staff shall have clearly defined functions, powers, duties and responsibilities.

MILITARY SERVICE

23.1 Enrolment into the Military Service

Enrolment into SSAF military service shall be voluntary, except where the Transitional Federal Legislature, on the recommendation of the President, decides or deems it otherwise.

23.2 Recruitment Authority and Procedure

23.2.1 Authority to recruit cadets and enlisted personnel into SSAF shall be vested in SSAF Command Council.

23.2.2 Every person who is interested or willing to be recruited in SSAF shall fulfill the conditions set out in section 18.2 below.

23.2.3 Recruitment shall be carried out by the office of the Deputy Chief of General Staff for Administration.

23.2.4 Recruitment shall be representative, widely publicized and carried out in accordance with the rules and procedures as prescribed by law and regulations in all the 21 states of South Sudan.

23.3 Eligibility for Enrolment

A person shall be eligible for enrolment into SSAF if he or she satisfies the following conditions:-

23.3.1 Is a South Sudanese;

23.3.2 Has attained eighteen years of age.

23.3.3 Has not exceeded thirty years;

23.3.4 Has passed medical fitness exams;

23.3.5 Has no criminal record;

23.3.6 Has attained basic education in the case of enlisted personnel and not less than secondary education in the case of officer cadets; and

23.3.7 In case of general mobilization, the provisions of sub-sections (3) and (6) above, shall not apply.

23.4 Recruitment of Officer Cadets

Officer Cadets shall be recruited from:-

23.4.1 Secondary school certificate holders and other equivalent qualifications or higher; and

23.4.2 Among SSAF non-commissioned officers and enlisted personnel who meet the requirements in section 18.2 above.

23.5 Commissioning

23.5.1 Officer Cadets shall be commissioned as officers in SSAF upon completion of the requisite military training.

23.5.2 The President and Commander-in-Chief may grant to such person as he or she deems fit, a commission as an officer in SSAF in accordance with the rules and regulation governing commissioning.

23.5.3 An officer cadet on commissioning shall take oath of allegiance in a prescribed form before the Commander-in-Chief.

23.6 Military Training

23.6.1 All recruits into SSAF shall receive basic military training before assignment into service.

23.6.2 Enlisted personnel shall take an oath of allegiance upon completion of their basic military training.

23.6.3 SSAF personnel shall receive specialized military training in various areas relevant to the service.

23.6.4 SSAF shall organize higher level military training programs (Platoon Commanders Course, Company Commanders' Course, BN commanders' course, Staff College, etc) inside and outside South Sudan in order to enhance the military capability of SSAF.

23.7 Period of Service.

23.7.1 There shall be a minimum period of obligatory service in SSAF categorized as follows:-

23.7.1.1 officers after commissioning shall serve for twelve (12) years;

23.7.1.2 enlisted personnel after basic military training for six (6) years; and

23.7.1.3 where SSAF personnel is willing to serve additional period and SSAF General Headquarters so agrees, the period of service may be extended, without exceeding the prescribed retirement age.

23.7.2 The period of service beyond the minimum obligatory service may be extended under the following circumstances:-

23.7.2.1 During period of national emergency, in which case SSAF personnel concerned may be retained, and his or her service may be prolonged for such further period not exceeding twelve months, or as may be decided by SSAF Command Council; and

23.7.2.2 Where SSAF General Headquarters and the relevant SSAF personnel mutually agree to extend the obligatory period of service by reason of the said personnel acquiring an advanced specialized training.

23.8 SSAF personnel shall be retired when that person reaches the following age limit:-

23.8.1 Private to Sergeant forty seven (47) years;

23.8.2 Sergeant Major to Regimental Sergeant Major, at fifty (50) years;

23.8.3 Second Lieutenant to Captain, at fifty two (52) years;

23.8.4 Major to Colonel, at fifty (50) years; and

23.8.5 Brigadier and higher, at sixty (60) years.

23.9 SSAF General Headquarters may, under special circumstances, extend the age of retirement specified above, for a period not exceeding two (2) years.

23.10 Assignment, Transfer and Secondment

23.10.1 Assignment, transfer and secondment in SSAF shall be guided by the following considerations:-

23.10.1.1 need of service and the objectives of SSAF,

23.10.1.2 military occupational specialty and career path;

23.10.1.3 level of experience; and

23.10.1.4 Assignment appropriate to the rank.

23.10.2 Any SSAF personnel is obliged and under duty to accept assignment, transfer and secondment to render any service, inside and outside South Sudan, as the case may be, in accordance with the provisions of this agreement and any regulations in force.

23.11 Entitlements

23.11.1 SSAF personnel shall be paid a salary based on the TFGONU approved salary structure appropriate for each rank.

23.11.2 SSAF personnel shall be entitled to retirement benefits in accordance with SSAF pension's law.

23.11.3 The TFGONU shall provide SSAF personnel with:-

23.11.3.1 Subsidized essential commodities;

23.11.3.2 Military uniform and other quarter master items;

23.11.3.3 Health care services;

23.11.3.4 Camp accommodation; and

23.11.3.5 Annual leave, sick leave, maternity leave of 30-90 days and any other leaves prescribed by regulations.

23.11.3.6 Educational benefits

23.11.3.7 Life Insurance

23.12 Promotion and Military Ranks

23.12.1.1 The following military ranks shall be instituted in SSAF:-

23.12.1.2 Marshal;

23.12.1.3 General (Gen.);

23.12.1.4 Lieutenant General (Lt. Gen.);

23.12.1.5 Major General (Maj. Gen.);

23.12.1.6 Brigadier (Brig.);

- 23.12.1.7 Colonel (Col.);
- 23.12.1.8 Lieutenant Colonel (Lt. Col.);
- 23.12.1.9 Major (Maj.);
- 23.12.1.10 Captain (Capt.);
- 23.12.1.11 First Lieutenant (1st Lt.);
- 23.12.1.12 Second Lieutenant (2nd Lt.)

23.12.1.13 **Non-Commission Officers**

- 23.12.1.13.1 Regimental Sergeant Major (R/SM);
- 23.12.1.13.2 Sergeant Major (SM);
- 23.12.1.13.3 Sergeant (Sgt.);
- 23.12.1.13.4 Corporal (Cpl.);
- 23.12.1.13.5 Lance Corporal (L/Cpl.); and
- 23.12.1.13.6 Private (Pvt.)

23.12.2 **Promotion from a lower to a higher rank shall be based on:-**

- 23.12.2.1 Availability of vacant positions;
 - 23.12.2.2 Fulfillment of the required waiting time in rank;
 - 23.12.2.3 Satisfactory performance report;
 - 23.12.2.4 Above and beyond exceptional performance;
 - 23.12.2.5 Fulfillment of the required training and courses; and
 - 23.12.2.6 Fulfillment of any other condition as shall be prescribed by SSAF General Headquarters.
- 23.12.3 There shall be established at the levels of SSAF General Headquarters, division, brigade, battalion and equivalent staff and specialized unit levels;
- 23.12.4 There shall be established a Promotion Board whose task shall be to evaluate and recommend appropriate candidates for promotion.
- 23.12.5 The Promotion Boards shall be chaired by the Deputy Chief of General Staff for Administration, deputy commanders at the divisional, brigade and battalion levels. (non-commissioned officers at division level);
- 23.12.6 Meritorious promotion shall be given in recognition of outstanding performance in the battle field.
- 23.12.7 The authority to promote officers shall be carried out according to section 18.11.2 of this agreement, and the authority to promote other ranks shall be prescribed by the General Headquarters.
- 23.12.8 There shall be developed regulations to govern the system and procedure of promotions in SSAF.

23.13 Termination of Service

- 23.13.1 The service of a SSAF personnel shall cease and terminate upon:-
- 23.13.1.1 reaching the required retirement age;
 - 23.13.1.2 expiration of the contract of service;
 - 23.13.1.3 acceptance of resignation;
 - 23.13.1.4 conviction by court martial for offences that necessitate termination of service;
 - 23.13.1.5 mental and physical unfitness;
 - 23.13.1.6 right-sizing and restructuring of SSAF ;
 - 23.13.1.7 incompetence in the performance of regular duties;
 - 23.13.1.8 absence without leave for a period exceeding thirty days; and
 - 23.13.1.9 Death.
- 23.13.2 SSAF personnel whose service ceased or is terminated shall be given a discharge certificate upon handing over all properties, materials and documents issued to him or her during his or her service.

EMPLOYMENT OF CIVILIANS

24 Employment of Civilians

A civilian may be employed in SSAF where:-

- 24.1.1 SSAF does not have an appropriately qualified and, or adequately experienced military personnel to fill a vacancy in the establishment;
- 24.1.2 SSAF deems it necessary to employ a civilian to improve its efficiency; and
- 24.1.3 SSAF recruitment may be gender sensitive.

24.2 Number and Qualifications of Civilian Employees

24.3 The number and qualifications of civilian employees required to be employed in SSAF, shall be determined by the Secretary of Defense on the recommendation of the Chief of General Staff.

24.4 Appointment of civilian employees shall be subject to the following considerations:-

- 24.4.1 Availability of a vacancy in the establishment of SSAF and the need to fill that vacancy;
- 24.4.2 Availability of funds for the remuneration and entitlements of the civilian to be employed; and
- 24.4.3 Such other considerations as SSAF Command Council may determine.

24.5 Manner of Employment

24.5.1 Civilian employees who work in the SSAF shall be employed and governed in accordance with Public Service law, Rules and Regulations.

24.5.2 Without prejudice to the provisions of sub-section (1) above, SSAF may, by contract, employ services of internal or external experts and any other personnel when necessary and the relationship between the parties shall be governed by the terms and conditions of the contract.

MILITARY FACILITIES AND INSTALLATIONS

25 Military Barracks and Facilities

- 25.1 The Department of Defense shall be located in the National capital of the Federal Republic of South Sudan. The General Head Quarters of the Armed Forces shall be located 30-45 kilometers outside the Federal Capital;
- 25.2 All military barracks and facilities shall be located outside any major town not less than 30 kilometers from any town;
- 25.3 The TFGONU shall provide housing for all military personnel assigned to any military facility outside his/her place of usual residence; and
- 25.4 Basic services such as health, education, sanitation, clean water, etc. shall be provided on the military base for immediate family members of service personnel.

NATIONAL SERVICE

26 Compulsory Military Service

- 26.1 There shall be established compulsory military service for all male citizens from eighteen (18) to thirty (30) years of age.
- 26.2 Those who are engaged in higher education or vocational training programs prior to their military drafting are allowed to delay service until they have completed the programs or reach a certain age.
- 26.3 The duration of the basic military service varies:
- 26.3.1 For those without 4-year university degrees, twenty four (24) months as a private after completion of basic training;
- 26.3.2 For those with 4-year university degrees or higher either twenty four (24) months as reserve officer or twelve (12) months as a private after completion of basic training.

PART THREE

Demobilization, Disarmament and Re-Integration (DDR)

27. Objectives:

27.1 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 Federal Republic of South Sudan.

28. Guiding Principles:

28.1 In implementing the DDR program the Parties agree that the implementing organs shall be guided by the following common principles:

28.2. The national ownership of the process and that the capabilities of the Federal 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.

28.3. The international partners and INGOs in cooperation and coordination with local NGOs shall play supportive role to the DDR process.

28.4 The international community shall facilitate and extend material and technical assistance throughout the entire DDR process and the transition from war to peace.

28.5. That no DDR planning, management or implementation activity shall take place outside the framework of the recognized transitional and permanent DDR institutions referred to in paragraphs 25.1 and 25.2. hereunder.

28.6. Fairness, transparency, equitability and consistency shall be the basis for determining the eligibility of ex-combatants targeted for assistance.

28.7. 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.

28.8. 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 shall have input but the decisions and implementation of such programs are the responsibility of the relevant institutions created for this purpose.

28.9. The DDR program 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.

28.10. The demobilization of all child soldiers within three (3) months of the signature of the Peace Agreement.

28.10. The identification and registration within three (3) months from the signature of the Peace Agreement of all children separated from their families for family tracing and ultimate reunification;

28.11. UNICEF, ICRC and other international organizations are called upon to assist in the child component of the DDR in the Federal Republic of South Sudan;

28.12. That adequate financial and logistical support shall be mobilized by the international community including governments, governmental agencies, humanitarian organizations and non-governmental organizations (NGOs).

28.13. The observance of a high level of transparency and accountability with respect to the DDR programs financial management.

28.14. Maintenance of appropriate and optimal degree of flexibility to respond to the emerging needs on the ground in a timely manner.

29. DDR Institutions:

29.1. To realize the best objective of the DDR process in the entire country, and to avoid any possibilities of relapsing into war, the Parties agree to establish the following institutions to plan, manage and implement the DDR programs at the start of the transitional period:

29.1.1. The Federal DDR Council shall have the prime responsibility of policy formulation, oversight, review, coordination and evaluation of the progress DDR Commission referred to in 29.1.2 hereunder. The Federal DDR Council shall be appointed by and accountable to the Principals.

29.1.3. The DDR Commission shall be mandated to design, implement and manage the DDR process at all levels in the Federal Republic of South Sudan.

29.1.4. The state DDR commissions shall be entrusted with the responsibility of implementation of the programs at the state and local levels.

30. Previous Contractual Obligations:

Recognizing that both Parties have existing contractual arrangements with international organizations and agencies related to DDR, the Parties agree:

30.1. 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.

30.2. That the transitional DDR bodies shall undertake the task of leading and concluding these negotiations, and shoulder the operational responsibility of the activities thereafter.

31. Humanitarian and General Provisions

31.1. Upon signature of the peace agreement, the Parties agree to:

31.1.1. Lifting the state of emergency in the Federal Republic of South Sudan

31.1.2. Exchange information on personnel Missing in Action;

31.1.3 Release prisoners of war (POW) and all civil political detainees.

31.1.4 Ensure lifting of restrictions and travel ban.

31.2. Humanitarian law and civil and political rights shall be closely observed.

31.3. Collateral, secondary agreements and legislation shall not contradict this Agreement and shall be equally binding on the Parties.