

STATUS OF MISSION AGREEMENT (SOMA)
ON THE
JOINT MONITORING MISSION IN
THE NUBA MOUNTAINS AREA OF THE SUDAN

Preamble

In accordance with the Nuba Mountains Cease-Fire Agreement, signed on 19 January 2002, the Government of the Republic of Sudan (hereinafter referred to as the GoS) and the Sudan Peoples' Liberation Movement/Nuba (hereinafter referred to as the SPLM/N) have requested the Friends of Nuba Mountain Group of nations (FNM), as an impartial third party, to organise, equip and establish an international mission, named Joint Monitoring Mission in the Nuba Mountains area of The Sudan (hereinafter referred to as the JMM), identical to the international components of the Joint Military Commission/International Monitoring Unit referred to in the Cease-Fire Agreements, of art. VII and VIII (cf. Annex C), to monitor the implementation of the Cease-Fire Agreement.

The GOS and the SPLM/N have stressed the importance of international monitoring of the Cease Fire, expressed their willingness to facilitate and support the establishment and administration of the JMM, and have also guaranteed their cooperation with the JMM.

Based on the Cease Fire Agreement and the above mentioned, the GoS and the Government of the Kingdom of Norway have concluded a Status of Mission Agreement (hereinafter referred to as the SOMA), in which status, privileges and immunities of the JMM and its members are defined and determined. The SPLM/N has in writing declared its commitment to fully implement all parts of this SOMA.

Article 1

General terms

The JMM and its members shall have the status, privileges and immunities as conferred to them by this SOMA and any other applicable instrument of international law.

Article 2

The Mission

1. The premises of JMM shall be inviolable.
2. The JMM's property and assets shall be immune from search, requisition, confiscation and expropriation.
3. The archives of JMM and in general all its documents in paper or electronic form, including audio- and videotapes, shall be inviolable wherever located and by whomsoever held.
4. JMM's property and assets shall enjoy immunity from any form of legal process except:

- (a) In so far as in any particular case it has expressly waived its immunity. It is, however, understood that such waiver of immunity does not extend to any measure of execution.
 - (b) In the case of a civil action brought by a third party for damages arising from an accident caused by a motor vehicle belonging to or operated on behalf of the Mission.
5. The JMM has the right to import operational supplies and equipment exempted from import taxes and duties.
 6. In meeting the logistical and operational needs, the JMM may make use (purchasing and hiring) of local resources, such as communications, housing, food, fuel, repairs, medical services etc.
 7. As a basis for its reporting activities, the JMM may use necessary equipment such as maps, compass, GPS, binoculars, laser range finders, all kind of communications, Internet, E-mail, cameras, videotape recorders, etc.
 8. The JMM will be reimbursed for Value Added Tax (VAT) on locally procured operational supplies and equipment, and will enjoy privileges concerning taxes on petrol – similar to those applicable to diplomatic Missions in the Sudan;
 9. All imported equipment, materials and goods exempted from import taxes and duties will be re-exported, or donated under conditions determined by competent Sudanese authority, at the termination of the JMM.
 10. All locally procured equipment, materials and goods in respect of which VAT reimbursements have been made, will be exported or donated under conditions determined by competent Sudan authority at the termination of the JMM.
 11. The GoS will facilitate smooth custom clearance of the JMM's operational supplies, goods and equipment, including smooth entries and exits of the JMM's international personnel.
 12. The JMM is authorised to set up and operate internal communications (including mobile-transceivers, in all vehicles and to members of the JMM), and external communication systems (satellite communication).

Article 3

The individual members of JMM

All Members of the JMM shall be accorded the same immunities and privileges as are accorded to diplomatic agents under the Vienna Convention on Diplomatic Relations of 18 April 1961. In particular they shall be accorded:

1. Immunity from personal arrest or detention and from legal process in respect of all acts, including words spoken or written, performed by them in the course of duty;
2. Inviolability for all papers and documents;
3. Freedom of movement (FOM) for the performance of their tasks.

4. For the purpose of internal and external communications, the JMM and its members shall have the right to use codes and to receive papers or correspondence by courier or in sealed bags. No official communication directed to JMM or to any of its members, nor any outward official communication of the Mission, by whatever means or in whatever form transmitted, shall be detained in any way or suffer any interference with its confidentiality.

Article 4

Laws and regulations

Privileges and immunities are accorded to the JMM and its members in the interest of efficient and independent fulfilment of the Mission's tasks and not for the personal benefits of the individuals concerned. Without prejudice to their privileges and immunities, the Mission and its members will take all appropriate steps to ensure respect for and compliance with the laws and regulations of The Sudan.

Article 5

Clothing, identification and armament

1. The members of the JMM will wear *plain* uniforms and clothes, and be visually recognised by wearing armlets marked with the JMM emblem.
2. The members of the JMM may carry side arms strictly for self protection, but not any other kind of weapons.
3. All vehicles and premises at the disposal of the Mission will be marked with the JMM emblem.

Article 6

Security, safety and emergencies

The GoS is responsible for the protection and security arrangements of all the JMM's personnel residing in The Sudan and will also provide emergency medical aid and assist in providing emergency medical evacuation of the JMM personnel on Sudanese territory. The SPLM/N has in writing agreed to take upon itself the same responsibilities in the areas under its control.

Article 7

Miscellaneous

1. The GoS will allocate office space, free of charge, to the JMM as required and deemed necessary. The SPLM/N has in writing agreed to take upon itself the same responsibilities in the areas under its control.

The GoS will assist the JMM in finding appropriate and suitable accommodation for all international personnel. The SPLM/N has in writing agreed to take upon itself the same responsibilities in the areas under its control.

2. The Norwegian Government and the Participating Nations will pay all expenses, except for expenses occurring under Article 6 and Article 7.1.

Final provisions

This Status of Mission Agreement (SOMA) enters into force on the date of its signature, and shall remain in force for the duration of the JMM.

The undersigned, being duly authorised, have signed this Status of Mission Agreement (SOMA).

Done in duplicate, in Oslo, on the second day of April two thousand and two.

For the Government of the Kingdom of Norway

For the Government of the Republic of The Sudan