

**AGREEMENT ON THE RESOLUTION OF THE
CONFLICT IN JONGLEI STATE**

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
SOUTH SUDAN**

AND

**THE SOUTH SUDAN DEMOCRATIC
MOVEMENT/SOUTH SUDAN DEFENCE ARMY
(SSDM/SSDA-COBRA FACTION)**


ADDIS ABABA ETHIOPIA
MAY, 2014


+ Riek Machar


+ James Wani



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PREAMBLE

The Government of the Republic of South Sudan and the South Sudan Democratic Movement/Defense Army Cobra Faction met in Addis Ababa, Ethiopia between April 30 to May 9 2014 under the auspices of the Church Leadership Mediation Initiative (CLMI) on Jonglei peace dialogue chaired by Bishop Paride Taban:

DETERMINED to achieve peace and promote unity amongst the different ethnic communities in the region including the Dinka, Nuer, Murle, Anyuak, Kechipo and Jie being multicultural, multi-lingual and multi-religious;

COMMITTED to abandon the culture of revenge including inhuman activities such as child abduction, murder, rape and torture;

MINDFUL of the fact that the country is in need of a peaceful and durable solution to the conflict that made the SSDM/A, Cobra Faction resort to armed option;

AWARE of the current engagement in negotiations to find solutions to the conflicts taking place in the Country generally in order to reach a comprehensive peace deal;

CONSCIOUS of the need to end the problem of internal displacement amongst the population; and

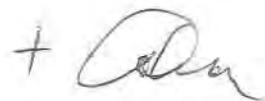
NOW THEREFORE, the parties agree to abide by the terms of this agreement and respect its implementation to the letter and spirit:

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GUIDING PRINCIPLES

- 2.1 The Republic of South Sudan is governed on the basis of a decentralized democratic system and is an all-embracing homeland for its people generally;
- 2.2 In particular, the Jonglei state is an equal homeland for the Anyuak, the Dinka, the Jie, the Kechipo, the Murle and the Nuer respectively. It is therefore a multi-ethnic, multi-cultural, multi-lingual and multi-religious state where such diversities shall co-exist.
- 2.3 Administrative setup in the current Counties of Pibor and Pochalla in Jonglei state shall be re-examined with view to restructuring their current administrative units for effective service delivery to their people and this shall be done in wider consultations with the ethnic groups that inhabit and constitute the Counties.
- 2.4 The proposed state creation by the SSDM/A Cobra Faction in the lands of Greater Pibor shall be done within the constitutional framework including the ongoing constitution making process in the Republic. This is to observe the Transitional Constitution of 2011 that derives its authority from the will of the people of South Sudan. In their effort to study and consider the said state creation proposal, the parties shall follow and adhere to the procedural mechanisms provided in the Constitution.
- 2.5 A firm commitment to lasting solutions to the existing root causes of the Jonglei conflict for a sustainable peace founded on justice, equality, respect for human rights and fundamental freedoms.
- 2.6 Reconciliation process in Jonglei state shall be inclusive, and accountability modalities shall be devised in a consultative manner.
- 2.7 In the implementation of this agreement, the parties shall promote positive communication to enhance confidence building.

ESTABLISHMENT OF GREATER PIBOR ADMINISTRATIVE AREA (GPAA)

- 3.1. There shall be established an Administrative Area to be known as Greater Pibor Administrative Area hereinafter abbreviated as (GPAA) within the Republic of South Sudan based on the principle of decentralisation of government in the country.
- 3.2. For the purposes of administrative and managerial convenience, the boundaries of the Greater Pibor Administrative Area shall comprise the current boundaries of Pibor and Pochalla Counties within Jonglei state and shall be maintained as it was on January 1,-1956.
- 3.3. The GPAA shall be established by the President of the Republic in accordance with this agreement and the constitution. Upon approval of this agreement by the Council of States, the President shall sign the same into Law which shall be known as law of Greater Pibor Administrative Area.
- 3.4. The Greater Pibor Administrative Area (GPAA) shall be governed by a Chief Administrator whose status will be equal to that of a state governor.
- 3.5. During the current constitution making process up to the promulgation of the same, the GPAA shall be annexed under the Presidency.
- 3.6. The area shall have provisional seal, flag and emblem until the new constitution determines the status of GPAA.



ESTABLISHMENT OF COUNTIES IN THE GREATER PIBOR ADMINISTRATIVE AREA

- 4.1. The Greater Pibor shall be sub-divided into six (6) counties after thorough consultations with Payams or Bomas with view to upgrading them into full county administrations, provided always that county creation criterion set forthin the South Sudan Local Government Act is adhered to.
- 4.2. The consultations mentioned in (4.1.) above shall be done by the SSDM Cobra Faction in collaboration with a Technical Committee made up of members from GPAA communities selected by the Chief Administrator and appointed by the President.
- 4.3. The Technical Committee shall assess and report on the viability of the area, the need for six (6) county administrations as a prerequisite for a viable large Administrative Area.
- 4.4. The technical committee shall provide the office of the President with a comprehensive report including the map of the administrative area within a period not exceeding thirty (30) working days from its formation, upon which the President shall issue counties' creation and establishment orders which shall bein accordance with the Law of Greater Pibor Administrative Area.

GOVERNMENT STRUCTURES OF THE GPAA SHALL HAVE THE FOLLOWING ADMINISTRATIVE STRUCTURES

- 5.1. The Chief Administrator shall be a nominee of SSDM Cobra Faction, appointed and removed by the President and answerable to him.
- 5.2. The Chief Administrator shall have two (2) deputies who shall be appointed and removed by the President on recommendation of the Chief Administrator (CA). One deputy shall be incharge of Administration and Finance including relevant departments thereto and another deputy shall be in incharge of services and its related departments.







- 5.3. There shall be a head of legal Administration for the GPAA who shall be the chief law officer deployed by the Ministry of Justice. The powers of the head of legal Administration shall be as per the National Constitution and Ministry of Justice Act.
- 5.4.Upon appointment of the Chief Administrator he or she shall appoint County Commissioners to the newly established counties that constitute the GPAA and whose terms of office shall be regulated by the Law of GPAA.
- 5.5. After establishment of proper administration in the area, subsequent appointment of the county commissioners shall be in accordance with the South Sudan Local Government Act 2009..

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GREATER PIBOR AREA COUNCIL (GPAC)

- 6.1. For the time being, the GPAC shall be appointed by the President on nomination by and recommendation of the SSDM Cobra Faction to represent their local areas whose number shall not exceed 36 members out of which (25%) percent shall be women.
- 6.2. The GPAC shall enact local legislations on development, governance and administrative matters in the area. Compatibility of such legislations shall be approved by the Ministry of Justice.
- 6.3. Sittings of the GPAC shall be presided over by a Chairperson of the GPAC elected from amongst them.
- 6.4. The GPAC may recommend to the Chief Administrator the removal of a County Commissioner by a two third (2/3) votes of all the members present in a sitting convened for this purpose.

THE JUDICIARY

7.1. High Courts of the Area

- 7.1.1 There shall be High Courts in the GPAA counties which shall be presided over by 1st class Judges appointed and deployed by the Chief Justice.
- 7.1.2 In the application of statutory laws, the county and high court judges may apply customary laws as they deem necessary.

7.2. Traditional Authority

- 7.2.1 The institution, status and role of Traditional Authority, according to customary law, are recognised in the Constitution and the Local Government Act 2009 and shall be respected.
- 7.2.2 Chiefs and Traditional Authorities, shall litigate in local disputes or matters that the legal values do not exceed their legally specified competences in the South Sudan Civil Procedure Act as well as legal competences and limitations specified in other legal instruments of the country.

ESTABLISHMENT OF SPECIAL DEVELOPMENT FUND (SDF)

- 8.1. The President shall establish a Special Development Fund (SDF) within the Presidency, to be managed by a management Team headed by a Coordinator appointed by the President in consultation with the Chief Administrator.
- 8.2. The Office of the President, shall undertake the responsibility of mobilising necessary resources for the so established special fund which shall be used for the provision of services, local road networks and infrastructure generally to bridge the gaps of underdevelopment in the area.
- 8.3. For the general administrative running cost of the GPAA and counties, the sources of funds shall principally be drawn from the general budget of the National Government.

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- 8.4. Funds from development partners, private donations from NGOs and well-wishers, who wish to implement projects in the GPAA, are encouraged to do so in a coordinated and transparent manner with the office of the President.
- 8.5. Accountability and oversight to safeguard proper use of public and private funds that may be allocated to ensure the implementation of the development projects and governance in the area shall be done and audited by the National Audit Chamber.

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ESTABLISHMENT OF CERTAIN AREA EXECUTIVE BODIES

- 9.1. The law of Greater Pibor Administrative Area shall provide for establishment of adhoc committees to carry out specialized functions or tasks as may be deemed necessary. These committees shall include the following:
 - 9.1.1. Civil service,
 - 9.1.2. Traditional Authority,
 - 9.1.3. Repatriation, Relief, Resettlement and Rehabilitation,
 - 9.1.4. Peace and Reconciliation and,
 - 9.1.5. Investigation on violation of human rights including child abduction

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SOURCES OF REVENUE FOR THE GREATER PIBORADMINISTRATIVE AREA

- 10.1. The (GPAC) shall legislate for raising revenue or collecting taxes from the following sources:
 - 10.1.1. Area land and property tax and royalties
 - 10.1.2. Service charges for Areas' Administrative services
 - 10.1.3. Personal income tax at Area level
 - 10.1.4. Stamp duties
 - 10.1.5. Agricultural production taxes
 - 10.1.6. Excise duties and
 - 10.1.7. Any other tax as may be determined by law



The image shows three handwritten signatures in black ink. From left to right: 1) A large, flowing signature that appears to begin with 'B' and end with 'W'. 2) A smaller, more compact signature that looks like 'John'. 3) Another smaller signature that includes 'Papua' and '+ O'Brien'. To the far right, there is a partial view of another signature that starts with 'R' and ends with 'D'.

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SOURCES OF REVENUE FOR LOCAL GOVERNMENT/ COUNTY AUTHORITIES

11.1 The local Government taxes, fees and charges shall be determined by Each local Government council. They may impose:

- 11.1.1. Property rates
- 11.1.2. Rents
- 11.1.3. Entertainment taxes
- 11.1.4. Stamp duties
- 11.1.5. Personal graduated tax
- 11.1.6. Royalties
- 11.1.7. Cess
- 11.1.8. Fees on registration and licensing

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ACCOUNTING PROCEDURES, STANDARDS AND FISCAL ACCOUNTABILITY

The Administration of GPAA shall comply with the established and generally accepted accounting procedures, standards and fiscal accountability to ensure that public funds are allocated and expended according to the budget of the respective level of government.

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INTER-GOVERNMENTAL RELATIONSHIP

Institutional relationships with other entities or states, interstate trade and commerce including liabilities and assets, shall be maintained through the Presidency as provided in (3.4) of this agreement.

SECURITY ARRANGEMENTS

14.1. Re-commitment to the Cessation of Hostilities and Permanent Ceasefire

The parties recommit themselves to fully respect and observe the cessation of hostility agreement signed between the parties on the 30th of January 2014 and further re-affirm their commitment to the ceasefire unilaterally announced by the government and endorsed by the SSDM/A Cobra Faction in January 2014.

14.2 Integration of the SSDA Cobra Faction

2.1. General Principles

2.1.1. The parties agree that the forces of the former SSDA Cobra Faction shall be peacefully integrated into the ranks of the national army, South Sudan police service and other organized forces.

2.1.2. The parties further agree that the number and the force ranks of the former SSDA Cobra Faction at all levels that will be integrated are subject, where necessary, to the general policy of the country's army structure and all other law enforcement organs.

2.2. Establishment of a Peaceful Integration Mechanism

To effect clause 2.1.2. above, the parties agree that:

1) A mechanism be established by the leaders of the two parties to this agreement; which shall be known as a Joint Military Technical Committee (JMTC) comprising an equal number to integrate the SSDA Cobra Faction forces into the National Army, National Security and Intelligence Services, South Sudan Police Services, Wildlife and any other organized force.

2) The JMTC shall consist of members of SSDA Cobra Faction, Ministry of Defense and Ministry of Interior.

3) The Church Leaders Mediation Initiative (CLMI), members of the SPLA, the SSDA Cobra Faction and UNMISS shall be the overall body lead by the CLMI to monitor and supervise the integration process and solve any potential conflict that may arise or occur in relation to the implementation of this agreement.

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4) Should a conflict arise within the so established mechanism, then the leaders of the parties to this agreement shall provide necessary political guidance in resolving such matter.

14.3 Functions and terms of reference of the JMTC shall include:

- 3.1. The screening, integration, training, organization and deployment of the former SSDA Cobra Faction into the National Army and Organized Forces shall be conducted within Greater Pibor Administration Area. Upon conclusion and completion of the agreed numbers including the military ranks, this security arrangement agreement shall be an integral part of the Greater Pibor Administrative Area agreement.
- 3.2. The deployment of the former SSDA Cobra Faction into the South Sudan Police Service and other Organized Forces shall be done in accordance with the internal regulations and laws that govern these institutions mindful of the six counties that constitute GPAA.
- 3.3. The JMTC shall, upon its formation, jointly develop its elaborate terms of reference which shall facilitate a smooth integration process and this shall be done and shared with the CLMI and the leadership of the two parties to this agreement.
- 3.4. Integration process of the former SSDA Cobra faction into the national organs as specified in clause 14.3 above shall commence upon appointment of the Chief Administrator of the GPAA.

14.4 Special Considerations

After the screening and identification of the disabled and child soldiers from the former SSDA Cobra Faction, these shall be entitled for services due to a disabled and child soldiers from the relevant offices of the National Army, and the Government of the Republic of South Sudan.



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FAIR REPRESENTATION IN THE NATIONAL GOVERNMENT

The President may appoint from SSDM and other citizens of GPA for the following positions as an affirmative action, mindful of the need for competence. These include: presidential advisors, ministers, deputy ministers, chairpersons and members of specialized institutions and commissions, ambassadors and diplomats in the foreign service, officials in public services and members of National Legislature as per the constitution.

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AMENDMENT

This Agreement shall not be amended, modified or altered unless by mutual agreement between the two parties and this shall be done in writing.

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COMING INTO FORCE

This agreement shall come into force upon approval by the Council of States by a simple majority in a period not exceeding four weeks from date of its signing.



In witness of the above, the Government of the Republic of South Sudan and the South Sudan Democratic Movement/Army Cobra Faction have agreed and signed this agreement on the 9th of May in the year 2014 AD, Addis Ababa, Ethiopia.

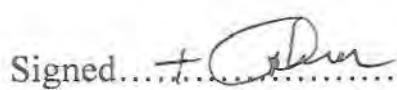
Signed.....

Hon. Canon Clement Janda
Head of Government Delegation

Signed.....

Lt. Gen. Khalid Boutros
Head of SSDM/A Cobra Faction

Witnessed by the Church Leadership Mediation Initiative (CLMI)

Signed.....

Bishop Emeritus Paride Taban Kenyi
Chairperson of the CLMI

Signed.....

Bishop Paul P. Benjamin Yugusuk
Spokesperson of the CLMI

Signed.....

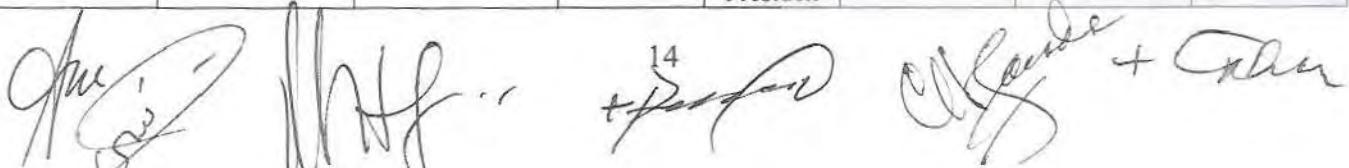
Bishop Arkanjelo Wani Lemi
Member of the CLMI

Signed.....

Professor Hizkias Assefa
Moderator

Annex: Implementation Matrix

Activity	Executing Body	Timeline	Composition	Funding	Location	Procedure Process Criteria	Ref in the agreement
Approval and Coming into Force of the Agreement	President and Council of States	30 Days of signing			Council of States and Council of Ministers, Juba.	Presidential presentation to Councils	Article 17
Establishment of the GPAA	President	45 days from signing			Juba	Legislation	Article 3
Appointment of the Chief Administrator of the GPAA	President	45 days from signing			Juba, GPAA	Presidential decree	Article 5
Selection and Appointment Technical Committee (for county establishment)	Chief Administrator (selection) and President (appointment)	Within 7 days of appointment of Chief Administrator			Juba, GPAA	Consultation	Article 4
Assessment and reporting on GPAA Counties	Technical Committee	Within 30 working days of its formation	7 members; (one for each county plus the chair)	Office of the President	Juba, GPAA	Consultation with GPAA stakeholders	Article 4
Establishment of the Counties	President	Within 10 working days of receiving the Technical Committee report			Juba	Presidential decree	Article 4
Appointment of County Commissioners	Chief Administrator	Within 7 days of the establishment of the counties			GPAA	As per the Agreement	Article 5
Establishment of the Greater Pibor Area Council (GPAC)	President	Concurrent with the establishment of the Counties			Juba	Presidential decree	Article 6
Nomination of the GPAC members	SSDM	Concurrent with the establishment of the GPAC		SSDM	GPAA	Consultations with community stakeholders	Article 6
Appointment of the GPAC members	President	Within 21 working days of the establishment of the GPAC	36 members		Juba	Presidential decree	Article 6
Establishment of the Special Development Fund (SDF)	President	Concurrent with the establishment of the GPAA		Various sources, including the President	Juba		Article 8

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Establishment of the (fund) management team	President	Concurrent with the establishment of the GPAA	Coordinator and 6 board members	GRSS	Juba	Article 8, as per the agreement	Article 8
Establishment of the Joint Military Technical Committee (JMTC)	President	Within 7 days of the appointment of the Chief Administrator	Equal numbers of the parties to this agreement	GRSS	Juba	Consultation	Article 14
Commencement of Screening, Integrating, Training and Organizing of former SSDA Cobra Faction	JMTC and DDR	Within 14 days of the appointment of the Chief Administrator this is an ongoing process		GRSS	GPAA	Assembling the forces	Article 14
Deployment of former SSDA Cobra Faction into Organized Forces	Ministries of Defense, Veteran Affairs and Interior	Ongoing		GRSS	GPAA	Consultations and the Law	Article 14
Screening and Identification of disabled, child soldiers and the aged	JMTC, DDR, and UNMISS	As per the time specified for screening		GRSS	GPAA	Assembling of the forces	Article 14

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