

TERMS OF REFERENCE OF
THE INTERNATIONAL MONITORING TEAM (IMT)

1. OBJECTIVE

The objective of the International Monitoring Team (IMT) is to monitor the implementation of the Agreement on Peace between the GRP and the MILF of 22 June 2001 and its Implementing Guidelines on the Security Aspect of 7 August 2001 and Implementing Guidelines on the Humanitarian, Rehabilitation and Development Aspects of 7 May 2002 (Tripoli Agreement) and Agreement on the Civilian Protection Component (CPC) of the IMT of 27 October 2009.

2. COMPOSITION

The IMT shall be headed by the facilitating country. Other countries and international organizations as maybe agreed by both the MILF and GRP shall be invited to participate in the IMT.

The IMT shall have a Head of Mission, a Deputy Head of Mission and four (4) Coordinators on:

- a. Security
- b. Humanitarian, Rehabilitation and Development
- c. Socio-Economic Assistance, and
- d. Civilian Protection.

The IMT Mission shall have a staff and mobile teams in its area of coverage.

The IMT shall have its Headquarters at Cotabato City, where the Head of Mission shall hold office.

3. STATUS

Commissioned officers and civilian representatives of the IMT shall be accorded privileges and immunities usually accorded to resident diplomatic representatives. In the case of IMT representatives who serve concurrently as Embassy officials, they shall enjoy the level of diplomatic immunities and privileges accorded to them by virtue of their rank in their respective Embassies.

4. AREA OF COVERAGE

The IMT area of coverage shall be the provinces of Zamboanga del Norte, Zamboanga-Sibugay, Zamboanga del Sur, Maguindanao, North Cotabato, South Cotabato, Bukidnon, Lanao del Norte, Lanao del Sur, Sultan Kudarat, Sarangani, Davao del Norte, Compostela Valley, Davao del Sur, Davao Oriental, Basilan, Sulu, Tawi-Tawi and Palawan.

The area of coverage shall be divided into 5 sectors. Each sector shall be monitored by one mobile team.

The mobile teams shall be located at Zamboanga City, Davao City, Iligan City, General Santos City and Cotabato City. The area of coverage of each mobile team is as follows:

a. Sector A – IMT Mobile Team No. 1

- i. Location – Cotabato City
- ii. Coverage – Provinces of Maguindanao, North Cotabato, Bukidnon, and all cities located therein.

- b. Sector B - IMT Mobile Team No 2
 - i. Location - Iligan City
 - ii. Coverage - Provinces of Lanao del Norte, Lanao del Sur, and all cities located therein.
- c. Sector C - IMT Mobile Team No 3
 - i. Location - Zamboanga City
 - ii. Coverage - Provinces of Zamboanga del Norte, Zamboanga del Sur; Zamboanga-Sibugay, Basilan, Sulu, Tawi-Tawi, Palawan, and all cities located therein.
- d. Sector D - IMT Mobile Team No 4
 - i. Location - General Santos City
 - ii. Coverage - Provinces of Sultan Kudarat, South Cotabato, Sarangani, Davao del Sur, and all cities located therein.
- e. Sector E - IMT Mobile Team No 5
 - i. Location - Davao City
 - ii. Coverage - Provinces of Davao del Norte, Davao Oriental, Compostela Valley, and all cities located therein.

5. ROLE AND RESPONSIBILITY

5.1 Security Aspect

- (i) Observe and monitor the implementation of cessation of hostilities signed between the GRP and MILF.
- (ii) Conduct field verification to validate any reported violations of any of the cessation of hostilities agreements signed by GRP and MILF.

- (iii) Coordinate closely with the Joint GRP-MILF CCCH and the LMTs in the conduct of field verification and validation of reported violations to any of the cessation of hostilities agreements signed by the Panels.

5.2 Humanitarian, Rehabilitation And Development Aspects

- (i) Observe and monitor the implementation of the humanitarian, rehabilitation and development aspects of the agreements signed between the GRP and MILF.
- (ii) Monitor the observance of international humanitarian laws and respect for human rights.
- (iii) Encourage other third parties and/or civil society groups to assist, under a system of accreditation by the Panels, in the monitoring process.

5.3 Socio-Economic Assistance

- (i) Assist the Parties in determining the development needs of conflict-affected communities;
- (ii) Assist in the formulation of a comprehensive development plan for conflict-affected areas and assist in the early implementation of such plan, in close coordination with the Bangsamoro Development Agency (BDA);
- (iii) Facilitate the effective delivery of development programs in support of the ongoing GRP-MILF peace process;
- (iv) Draw up appropriate support arrangements and/or mechanisms to facilitate the successful and effective delivery of development programs in support of the GRP-MILF peace process; and

- (v) Together with the BDA, coordinate development activities with appropriate organizations and institutions, and duly established GRP-MILF local mechanisms.

5.4 Civilian Protection Component (CPC)

Monitor, verify and report non-compliance by the Parties to their basic undertaking to protect civilians and civilian communities.

6. REPORTING

- a. The IMT shall render monthly reports to the Peace Panels and the Malaysian Secretariat on activities and developments relating to the ceasefire, humanitarian, rehabilitation and development, and socio-economic assistance aspects;
- b. To ensure effectiveness in reporting, the IMT shall formulate a monitoring manual containing, among others, the baseline indicators and monitoring/reporting format in monitoring the humanitarian, rehabilitation and development aspects, in coordination with the technical working group of the BDA and GRP;
- c. Violations of the ceasefire agreements and other matters requiring urgent attention by the Panels should be reported immediately;
- d. To conduct investigation on ceasefire violations and/or failure of the Parties to adhere to their commitment to protect civilians and civilian communities;
- e. The IMT shall submit their reports directly to the GRP-MILF Peace Panels and the Facilitator, copy furnished the International Contact Group (ICG), in the event that the party violating fails to take appropriate action to penalize the responsible person or elements;

- f. The GRP and MILF shall take immediate and necessary actions to any violation and punish respective forces that violate the ceasefire agreements as reported by the IMT;
- g. When necessary, the IMT Head of Mission and the concerned coordinator may be requested by the Parties to attend a special executive session.

7. ADMINISTRATIVE AND SUPPORT ARRANGEMENTS

a. Security

The GRP-MILF shall provide uniformed security men to accompany members of the IMT at all times during field verification and in the performance of their duties.

Covert security may be provided as augmentation upon request. Appropriate security will also be provided for the quarters and administrative movements of the IMT.

The GRP and MILF must use all means to rescue any members of the IMT in cases where they are held hostage or kidnapped

The GRP and MILF shall coordinate with the concerned participating country's diplomatic mission in any rescue effort that involves the members of the IMT.

The GRP and MILF shall promptly provide safe passage for members of the IMT in the event evacuation from the areas of coverage is necessary.

b. Arms

Uniformed members of the IMT may possess and carry firearms provided those firearms are registered with the Philippine National Police (PNP). The use of firearms will be strictly for self-defense.

c. Sustenance

The GRP shall provide:

- (i) Adequately furnished quarters for the members of the IMT during the entire duration of their assignment. Meals shall be served at the quarters;
- (ii) Appropriate air, water and land transportation with driver/pilot and security for members of the IMT; and
- (iii) Support personnel as necessary.

d. Communication

The members of the IMT shall be provided adequate communication support and facilities which shall be borne by the GRP.

e. Financial Obligations

The regular salaries and allowances of the members of the IMT shall be shouldered by their respective governments.

The transportation cost of the members of the IMT from their capitals to Zamboanga City/Davao City and vice versa shall be borne by their respective governments.

The transportation cost of the members of the IMT from Zamboanga City/Davao City to their respective area of coverage vice versa shall be borne by the GRP. The salaries and/or allowances of support personnel from the GRP and MILF shall be borne by the GRP.

Financial support for the operating expenses of the IMT shall be provided by the GRP.

The Parties may seek funding support from other acceptable sources.

f. Coordination and Liaison

Liaison officers from the GRP and the MILF shall be provided to the IMT Headquarters and mobile teams to maximize coordination and liaison.

The IMT shall hold regular consultations/meetings with the Joint GRP-MILF CCCH in order to resolve any problem in the performance of its functions.

The IMT may undertake advocacy and information activities in support of the ceasefire and other programs, in close coordination with the Peace Panels and the ceasefire committees.

g. Health

Members of the IMT shall be provided with medical and dental treatment in cases of emergency, sickness and accident.

In the event any member of the IMT needs to be evacuated promptly from the area of coverage to Manila due to medical emergencies, the GRP shall provide the necessary transportation of such evacuation.

h. Uniform

Military members of the IMT shall normally be in uniform with their identifying insignia. They may wear civilian attire at such times and on such conditions as maybe authorized by the Head of Mission.

Civilian members of the IMT will wear proper identifying insignia when on duty.

i. Freedom of Movement

Members of the IMT can move freely throughout the area of coverage in the host country in the performance of their functions.

j. Tolls and Charges Exemption

Members of the IMT shall be exempted from payment of tolls or charges for the usage of roads, railways, waterways, ports and airfields facilities throughout the host country.

k. Items (b), (c), (d), (e), (g) and (j) above shall not apply to the civilian protection component of the IMT.

8. DURATION

The term of the mandate of the IMT shall be 12 months except the Civilian Protection Component (CPC) which shall remain in place and continue to perform its function should the IMT cease to operate. Extension of the term of the mandate maybe considered on a year-to-year basis upon the request by both GRP and MILF.

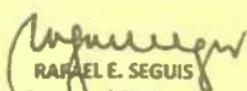
9. TERMINATION AND/OR SUSPENSION

The IMT may cease or suspend the performance of their functions, with due notice to the GRP and MILF Peace Panels, in the event that:

- (i) the field situation becomes too dangerous and life threatening to its members;
- (ii) the GRP or MILF fails to fulfill their commitments and responsibilities to the peace process as stipulated in the Terms of Reference; or
- (iii) the GRP or MILF deliberately ignore to take action on any of its recommendations on violations of signed agreements.

Done this 9th day of December 2009 in Kuala Lumpur, Malaysia.

FOR THE GRP:



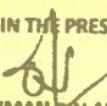
RAFAEL E. SEGUIS
GRP Panel Chairman

FOR THE MILF:



MORAGHER IQBAL
MILF Panel Chairman

SIGNED IN THE PRESENCE OF:



DATUK OTHMAN BIN ABDUL RAZAK
Malaysian Government Facilitator