

Draft

**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
MARCH 2014

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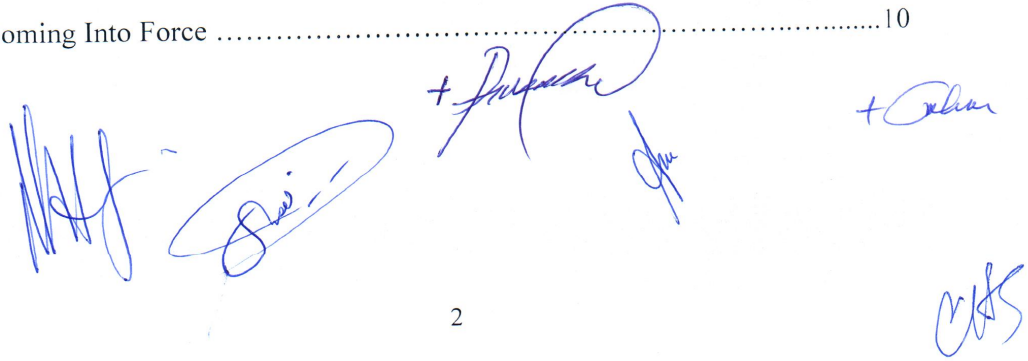
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PREAMBLE

The Government of the Republic of South Sudan and the South Sudan Democratic Movement/Defense Army Cobra Faction met in Addis Ababa, Ethiopia between March 17 to 29, 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;

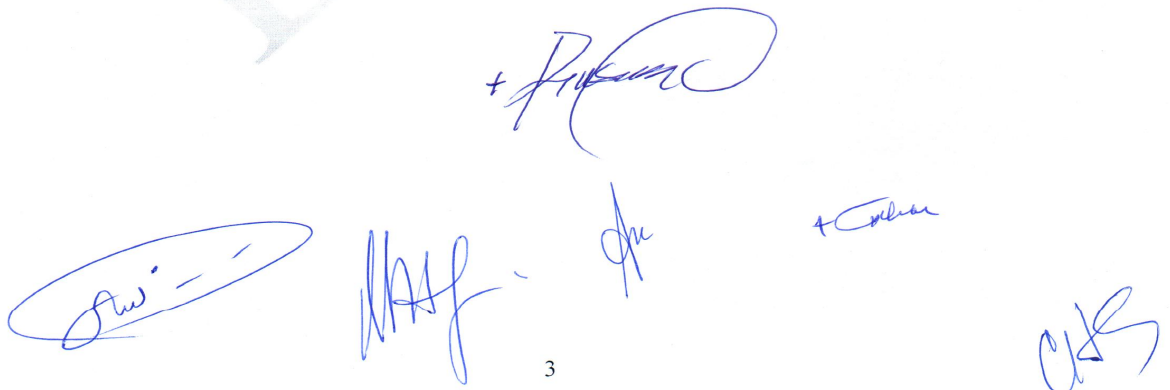
COMMITTED to abandon the culture of revenge including inhuman activities such as child abduction, murder, rape and torture;

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

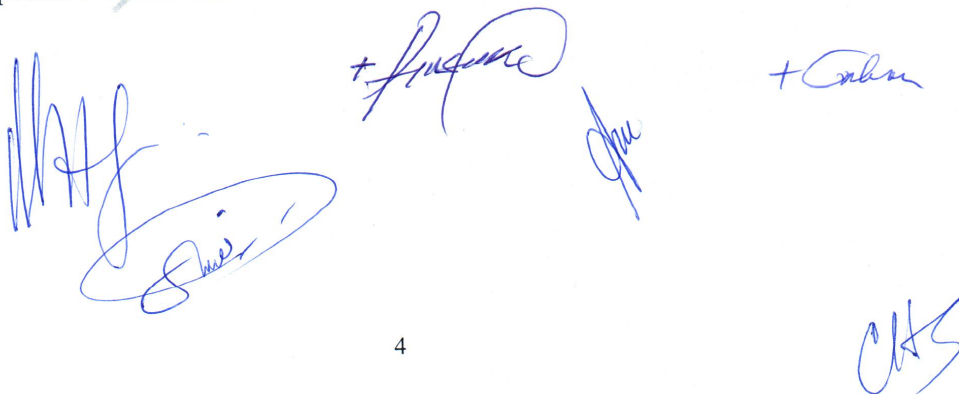
NOW THEREFORE, the parties agree to abide by the terms of this agreement and respect its implementation to the letter and spirit:



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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 Pibor County in Jonglei state shall be re-examined with view to restructuring its current administrative units for effective service delivery to its people and this shall be done in wider consultations with the ethnic groups that inhabit and constitute the County.
- 2.4 The proposed state creation by the SSDM/A Cobra faction in the lands of Greater Pibor shall be done within 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.



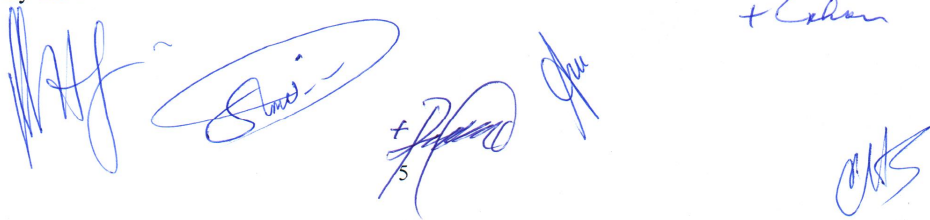
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ESTABLISHMENT OF GREATER PIBOR ADMINISTRATIVE AREA (GPAA)

- 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. The GPAA shall be established by an act of National Legislature to be known as Law of Greater Pibor Administrative Area which shall determine the legal position of the area and ensure proper implementation of the agreement.
- 3.3. The Greater Pibor Administrative Area (GPAA) shall be governed by a Chief Administrator whose status will be equal to that of a state governor.
- 3.4. During the current constitution making process up to the promulgation of the same, the GPAA shall be annexed under the Presidency.
- 3.5. 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 forth in 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 to be formed by the President in consultation with the Chief Administrator.

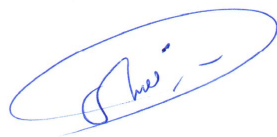


- 4.3. The Technical Committee shall assess and report on the viability of the area, the need for six (6) county administrations as a prerequisite for a viable large Administrative Area.
- 4.4. The committee shall provide the office of the President with a comprehensive report within a period not exceeding three calendar months, upon which the President shall issue counties' creation and establishment orders which shall be in accordance with the Law of Greater Pibor Administrative Area.

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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 in charge of Administration and Finance and the other shall be in charge of Services.
- 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 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.
- 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.

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 PIBOR
ADMINISTRATIVE 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

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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:

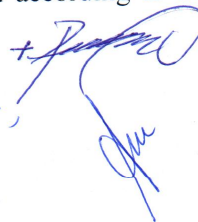
- 11.1.1. Property rates
- 11.1.2. Rents
- 11.1.3. Entertainment taxes
- 11.1.4. Stamp duties
- 11.1.5. Personal graduated tax
- 11.1.6. Royalties
- 11.1.7. Cess
- 11.1.8. Fees on registration and licensing

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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 relationship 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.

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SECURITY ARRANGEMENTS

14.1. End of the Agreement on Cessation of Hostilities

The cessation of hostility agreement signed between the parties on 30th of January 2014, shall remain in force until the GPAA is officially established.

14.2. Integration of the SSDA/ Cobra Faction

The two parties agree that the process of integrating the forces of SSDA/Cobra Faction into the National Army and other organized forces will be done by a technical committee yet to be formed.

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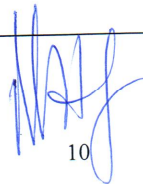
FAIR REPRESENTATION IN THE NATIONAL GOVERNMENT

The President may appoint from SSDM and other citizens of GPAA 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.

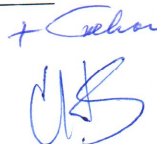
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COMING INTO FORCE


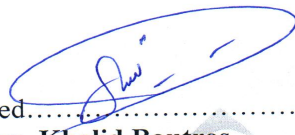
This agreement shall come into force upon approval by the National Legislature by a simple majority in a period not exceeding two weeks from date of its signing.




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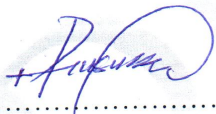



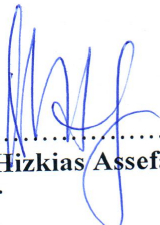
In witness of the above, the Government of the Republic of South Sudan and the South Sudan Democratic Movement/Army Cobra Faction have agreed and initialed this agreement on the 29th day of March in the year 2014 AD, Addis Ababa, Ethiopia.

Initialed.....  Initialed..... 
Hon. Canon Clement Janda **Lt. Gen. Khalid Boutros**
Head of Government Delegation **Head of SSDM/A Cobra Faction**

Witnessed by the Church Leadership Mediation Initiative (CLMI)

Initialed..... 
Bishop Emeritus Paride Taban Kenyi
Chairperson of the CLMI

Initialed.....  Initialed..... 
Bishop Paul P. Benjamin Yugusuk **Bishop Arkanjelo Wani Lemi**
Spokesperson of the CLMI **Member of the CLMI**

Initialed..... 
Professor Hizkias Assefa
Moderator