

Agreement on the Resolution of the Conflict in the Republic of South Sudan

Comparison between the Draft Version of 24 July 2015 and the Final Version of 17 August 2015

Main changes:

- **General:**
 - Agreement to be adopted by NLA of South Sudan as well as Opposition within seven days.
- **Power-Sharing:**
 - Changed nomination of State Governors: Opposition to nominate candidates for Upper Nile and Unity only; new: Government to nominate candidate for Jonglei
 - Changed ratio in State Council of Ministers in Upper Nile, Unity and Jonglei: GRSS: 46% (from 33%), Opposition 40% (from 53%); FD and other Political Parties keep 7%
 - Extension of power-sharing to State Council of Ministers in CES, EES, WES, NBG, WBG, Warrap and Lakes: GRSS: 85%; Opposition: 15%
- **Security:**
 - "Withdrawal of all foreign forces/allied militia" changed to "withdrawal of all state security actors" --> UPDF?
 - "All non-state security actors (including SRF) to be disarmed... by supporting entity" --> implications on relationship to Sudan
 - "Demilitarization" for Juba changed to "Transitional Security Arrangements": demilitarization of and declaration of Special Arrangement Area for Juba reduced to redeployment of all military forces outside a radius of 25km from center of Juba
 - No Transitional Third Party Security Units (UNMISS, IGAD, AU, etc)
 - SPLA to be renamed into National Defense Forces of South Sudan (NDFSS)
- **Transitional Justice/Reconciliation:**
 - Hybrid Court: established by AUC, not through a MoU between TGoNU, AU and UN; AUC to decide its seat
 - Judges etc selected and appointed by Chair of AUC only, no involvement of UNSG
- **Monitoring:**
 - ToRs of JMEC to be decided by IGAD Heads of State and Government

	Draft Version of 24 July 2015	Final Version of 17 August 2015
	Acronyms according to changes in the Agreement	
Preamble	-	<i>Added:</i> "Cognizant of the critical role played by the United Nations in the discharge of its mandate including protection of civilians, and facilitation of humanitarian assistance"
Chapter I: Transitional Government of National Unity (TGoNU)	1.4 The term and mandate of the President (...)	<i>Changed:</i> 1.4 The term and mandate of the incumbent President (...)
	1.6 The power sharing ratio in the TGoNU shall be applied as follows: (...). Whereas power-sharing ratios in the conflict affected States of Jonglei, Unity and Upper Nile shall be as reflected in (...)	<i>Changed:</i> 1.6 The power sharing ratio in the Executive of the TGoNU shall be applied as follows: (...). Whereas power-sharing ratios in the conflict affected States of Jonglei, Unity and Upper Nile as well as in the remaining seven (7) states shall be as reflected in (...)
	For the whole Agreement: - SPLM Leaders (Former Detainees) <i>changed to Former Detainees</i> - SPLM/A-IO <i>changed to South Sudan Armed Opposition</i>	
	2.1.2 Expedite the relief, voluntary repatriation, rehabilitation and resettlement of IDPs and returnees;	<i>Changed:</i> 2.1.2 Expedite the relief, protection , voluntary and dignified repatriation, rehabilitation and resettlement of IDPs and returnees;
	-	<i>Added:</i> 2.1.6 Reform of public financial management
	5.2.4 Preside over the swearing into Office the First Vice President, Ministers and Deputy Ministers, in accordance with the terms of this Agreement	<i>Changed:</i> 5.2.4 Appoint and preside over the swearing into Office the First Vice President, Ministers and Deputy Ministers, in accordance with the terms of this Agreement
	6.3.2 (...) and the period before the completion of the unification of the SPLA and SPLM/A-IO forces.	<i>Changed:</i> 6.3.2 (...) and the period or until the establishment of the shared unified command of the NDFSS
	-	<i>Added:</i> 10.3.6 Perform any other function or duty as may be prescribed by the TCRSS, this agreement and the law.
	13.1.4 Transitional National Assembly (TNA) <i>changed to</i> Transitional National Legislative Assembly (TNLA)	
	14.1.14. National Corporation for Radio and Television 14.1.15. National Petroleum and Gas Corporation 14.1.16. Bureau of Standards	<i>Changed:</i> 14.1.14. South Sudan Broadcasting Corporation 14.1.15. National Petroleum and Gas Commission 14.1.16. National Bureau of Standards <i>Added:</i> 14.1.17. Urban Water Corporation (UWC); 14.1.18. Roads Authority;
	15.1 and 15.2	<i>Deleted</i>
	15.3. Not later than one month of the commencement of the Transitional Period, Transitional Governors of Jonglei, Unity and Upper Nile states shall be appointed for the duration of the Transition. For each of the Governors position, the SOLM/A-IO shall nominate three candidates from which the President shall select and respectively appoint.	<i>Changed:</i> 15.1 Not later than one month of the commencement of the Transitional Period, Transitional Governors of Jonglei, Unity and Upper Nile states shall be appointed for the duration of the Transition. For two of the Governors position in Upper Nile and Unity States, the South Sudan Armed Opposition shall nominate the candidates which the President shall appoint respectively. The GRSS will nominate the Governor of Jonglei State.
	15.4.1. GRSS: thirty-three (33) per cent; 15.4.2. SPLM/A-IO: fifty-three (53) per cent;	<i>Changed:</i> 15.2.1. GRSS: forty-six (46) percent; 15.2.2. South Sudan Armed Opposition: forty (40) percent;
-	<i>Added:</i> 15.3. In the remaining seven states the GRSS will have eighty-five (85) percent of the Executive while the South Sudan Armed Opposition will have a representation of fifteen (15) percent in the Executive of the respective states.	

Chapter II: Permanent Ceasefire and Transitional Security Arrangements

-	<i>Added:</i> 16.7.9. Support to civic education and voter outreach
1.1 The GRSS and the SPLM/A-IO shall declare (...), and facilitate the operationalization of the Transition Security Arrangements and the resettlement of returnees and Internally Displaced Persons (IDPs).	<i>Changed:</i> 1.1 The GRSS and South Sudan Armed Opposition (hereinafter in (sic) known as the warring parties) shall declare (...), and facilitate the operationalization of the Transition Security Arrangements and the resettlement and repatriation of returnees and Internally Displaced Persons (IDPs).
1.4 (...) on the basis of the 23 rd January 2014 CoH Agreement, and demilitarize specified areas in order to increase safety and security of civilians , and report compliance to (...)	<i>Some parts deleted from earlier version:</i> 1.4 (...) on the basis of the 23 rd January 2014 CoH Agreement, and report compliance to (...)
1.5 (...) agree to a complete withdrawal of all foreign forces/milita allied to either party (...)	<i>Changed:</i> 1.5 (...) agree to a complete withdrawal of all state security actors allied to either party (...)
-	<i>Added:</i> 1.6 The warring parties agree that all non-state security actors including, but not limited to Sudanese Revolutionary Forces (SPLM-North, JEM, SLA-Minawi, SLA-Abdulwahid) shall be disarmed, demobilized and repatriated by the state actors with whom they have been supporting within the Pre-Transitional Period.
-	<i>Added:</i> 1.8.5 Determine the size of forces to provide security in Juba, Bor, Malakal, Bentiu, and other areas, in accordance with the provisions detailed in Section 5: Transitional Security Arrangements.
2.4.11. Humanitarian activities such as facilitating/assisting free movement of people, goods and services.	<i>Deleted</i>
2.5 The results of the Strategic Defense and Security Review (SDSR) (formed as per Article 7.1) shall determine the length of time that forces will remain in assembly/cantonment areas.	<i>Deleted</i>
3.1.3 Area Joint Military Ceasefire Committee (AJMCC) and Joint Military Ceasfire Team (JMCT), which are located at the State and Unit levels respectively in Juba, Jonglei, Unity, and Upper Nile States. The Joint Military Ceasefire Team (JMCT), shall be reporting to Area Joint Military Ceasefire Committee (AJMCC) who shall also be reporting to JMCC.	<i>Changed:</i> 3.4 Area Joint Military Ceasefire Committee (AJMCC) and Joint Military Ceasfire Team (JMCT), located in areas determined by the JMCC .
4.3.13. Egypt (IPF): one (1);	<i>Some parts deleted from earlier version:</i> 4.3.13. IPF: one (1);
5. De-Militarization and Arrangements for the National Capital 5.1. The National Capital, Juba, which is the seat of TGoNU, shall be demilitarised within ninety (90) days from the signing of this Agreement in order to create conducive conditions for the formation of the TGoNU and the return of the SPLM/A-IO and SPLM Leaders (Former Detainees) to Juba. Consequently, Juba shall be designated as a Special Arrangement Area (SAA). 5.2. Juba shall be demilitarized 25kms in radius from the centre of the city and the demarcation of the area shall be agreed upon (as per attached map) during the PCTSA workshop in terms of latitude / longitude. 5.3. All other military and paramilitary forces shall vacate Juba in accordance with the boundaries established during the PCTSA workshop with the exception of: 5.3.1. The Presidential Guard: A company consisting of four platoons of 65 soldiers each (65x4=260 soldiers) in total. 5.3.2. First Vice President's Guard: A company consisting of three platoons of 65 soldiers each (65x3=195 soldiers) in total.	<i>Changed:</i> 5. Transitional Security Arrangements <i>Deleted</i> <i>Changed:</i> 5.1 All military forces within Juba shall be redeployed outside a radius of 25km from the center of the national capital beginning thirty (30) days after the signing of this Agreement and complete after ninety (90) days. The demarcation of the area shall be agreed during the PCTSA workshop. Exceptions to this provision are as follows: <i>Changed:</i> 5.1.1 Presidential Guards <i>Deleted</i>

	<p>5.3.3. Forces required to protect military barracks,</p> <p>5.3.4. The third-party security unit (UNMISS, IGAD, AU etc.,)</p>	<p>Changed: 5.1.2 Guard forces to protect military barracks, bases and warehouses</p> <p>5.1.3 Joint Integrated Police</p> <p><i>Deleted</i></p> <p><i>Added:</i> 5.2 Joint Integrated Police shall also be deployed in Bor, Malakal, Bentiu and any other locations, with a focus on areas where Protection of Civilians (POC) sites are located.</p> <p><i>Added:</i> 5.3 The size, composition and deployment of forces permitted to remain in Juba, Bor, Malakal, Bentiu, and other areas, shall be determined during the PCTSA Workshop.</p> <p><i>Added:</i> 5.4 Security for personal protection may be sourced from external forces if the Parties require it, but shall operate alongside, and cooperate with, the security forces of South Sudan.</p>
	<p>6. Transitional Third Party Security Unit (TTPSU)</p> <p>6.1. There shall be established a neutral and credible Transitional Third Party Security Unit (IGAD, AU or UNMISS) of two-three battalions that shall maintain its presence in Juba and any other locations identified and agreed to by the Parties, during the entire Transition Period. The Unit shall be deployed at the beginning of the Transition Period and shall have periodical rotation before the end of the mission. During the Pre-Transition, UNMISS shall deploy the force to undertake the functions of the TTPSU.</p> <p>6.2. The Transitional Third Party Security Unit shall among others; secure and protect the leadership of TGoNU such as the President, the First Vice President, the Vice President, Ministers, Deputy Ministers, parliamentarians, civilian population, personnel of the Joint Monitoring and Evaluation Commission (JMEC), and any other person/institution identified as deemed vulnerable either because of his/her position in government or the nature of his/her/its duties/functions. The Unit shall provide office and residential security, close protection and mobile security, quick reaction and emergency response and advance party responsibilities in order to ensure the implementation of the Agreement.</p>	<p><i>Deleted</i></p>
	<p>8.1. The unification of forces including formation of unified nucleus of all military and security forces shall be carried out in accordance with the recommendation of the SDSR Board between four to twelve (4-12) months of this Agreement and that priority shall be given to forces in Juba, Jonglei, Upper Nile and Unity States. Further unification of any remaining forces in Greater Bahr El- Ghazal and Greater Equatoria beyond the units constituted shall then be conducted.</p>	<p><i>Deleted</i></p>
	<p>8.2. The unification of security forces shall be completed within eighteen (18) months of this Agreement, with the national army and security forces fully constituted, and unified under a single command. Subsequently Joint military / security force coordination structures shall be disbanded as unified command is established. The process of unification shall be overseen and monitored by the Joint National Architecture described in Appendix 1.</p>	<p>Changed: 7.1 Upon signing of this Agreement the Parties shall establish the shared Unified Command of the NDFSS immediately and its complete unification shall be completed within eighteen (18) months. The process of unification shall be overseen and monitored by the National Architecture described in Section 3.</p>

Chapter III: Humanitarian Assistance and Reconstruction	1.2.2. (...), including access to health and education services:	<i>Changed:</i> 1.2.2. (...), including access to health and education services and grant the host communities the same benefit, protection and humanitarian services;
	2.2 The BSRF shall be composed of eighteen (18) members 2.2.2.State Governments of Jonglei, Unity and Upper Nile: three (3), one (1) representative per State;	<i>Changed:</i> 2.2 The BSRF shall be composed of twenty-three (23) members <i>Changed:</i> 2.2.2. Equatoria and Bahr El-Ghazal two representatives each , and Jonglei, Unity and Upper Nile: three (3), one (1) representative per State <i>Added:</i> 2.2.4. Civil Society Representative: one (1) representative;
Chapter IV: Resource, Economic and Financial Management	2.2.1.4. ensure that the National Budget and the budget at each level of Government addresses the reality on the ground;	<i>Changed:</i> 2.2.1.4. ensure that the National Budget and the budget at each level of Government addresses national priorities , and the reality on the ground without negatively affecting the macroeconomic stability;
	2.5 New Institutions : timeframe deleted	
	-	<i>Added:</i> 3.1.10. Petroleum Revenue Management Act 2012; 3.1.11. National Content Bill 2013.
	4.1.13.5 carry out, within six month of the Transit Period, an urgent audit of the Petroleum Sector and empower the National Petroleum Commission to oversee (...)	<i>Changed:</i> 4.1.13.5 carry out, within six month of the Transit Period, an urgent audit of the Petroleum Sector and empower the National Petroleum and Gas Commission to oversee (...)
	6.1.5 The NRA shall ensure that all revenues are remitted to authorized government accounts, (...)	<i>Changed:</i> 6.1.5 The NRA shall ensure that all revenues are remitted to a “single treasury account” , (...)
	6.4.2 The TGoNU and the States may borrow money locally based on their respective credit worthiness;	<i>Deleted</i>
	6.4.4 A State government may borrow with the approval of the State Government’s Assembly	<i>Changed:</i> 6.4.3 A State government may borrow with the approval of the State Government’s Assembly and in consultation with the National Government in accordance with the law;
	6.4.6 (...) and shall be consistent with the objective of maintaining external financial viability.	<i>Changed:</i> 6.4.6 (...) and shall be consistent with the objective of maintaining external financial viability and debt sustainability.
	-	<i>Added:</i> 7.1.10. Coordinate enterprise related skills and technology transfer;
Chapter V: Transitional Justice, Accountability, Reconciliation and Healing	2.1.4 The existing Committee for National Healing, Peace and Reconciliation (CNHPR) shall transfer all of their files, records and documentation to the CTRH within fifteen (15) days since CTRH has become operational.	<i>Changed:</i> 2.1.4 The existing Committee for National Healing, Peace and Reconciliation (CNHPR) and the National Platform for Peace and Reconciliation shall transfer all of their files, records and documentation to the CTRH within fifteen (15) days since CTRH has become operational.
	2.2.2.3. identify victims and perpetrators;	<i>Changed respectively added:</i> 2.2.2.3. receive applications from alleged victims, identify and determine their right to remedy; 2.2.2.4. identify perpetrators of violations and crimes proscribed in this agreement; 2.2.2.5. recommend guidelines, to be endorsed by the TNA, for determining the type and size of compensation and reparation for victims;
	3.1.1. (...) The Court shall be established by a Memorandum of Understanding (MoU) signed between the TGoNU, the African Union Commission and the United Nations, (...) committed since 15 December 2013.	<i>Changed:</i> 3.1.1. (...) The Court shall be established by the African Union Commission, (...) committed from 15 December 2013 through the end of the Transitional Period.
	3.1.2. The TGoNU shall undertake negotiations with the AU-Commission (AUC) and the United Nations Secretariat leading to the conclusion of signing MoU on the establishment of the HCSS no later than six (6) months following the establishment of the Transition.	<i>Deleted</i>

Chapter V: Transitional Justice, Accountability, Reconciliation and Healing	3.1.4 The seat of the HCSS shall be decided by the Chairperson of the Commission of the AU and the Secretary General of the UN (...),	Changed: 3.1.3 The Chairperson of the Commission of the AU shall decide the seat of the HCSS.
	3.1.5. The MoU shall determine the content of legislation to be drafted and agreed by TGoNU, AUC and UN and presented to the Transitional National Assembly of South Sudan by TGoNU for enactment of the legislation establishing the HCSS as agreed by TGoNU, AUC and UN. The Transitional National Assembly will pass such legislation within nine (9) months following the establishment of the Transition	<i>Deleted</i>
	3.1.6. In the event that the establishment of the CSS in accordance with the provisions of Article 3, sub-Articles (3.1.1, 3.1.2 and 3.1.5) is not achieved, the UN Secretary General and the Chairperson of the AU Commission shall bring the matter to the attention of the United Nations Security Council with recommendations on the establishment of HCSS immediately.	<i>Deleted</i>
	3.1.7. The HCSS shall be instituted within twelve (12) months of the promulgation of such legislation and remain in operation for an initial period of three (3) years subject to renewal and in accordance with the stipulations of the MoU.	<i>Deleted</i>
	3.2.1.4 Other serious crimes under international law and relevant laws of the Republic of South Sudan.	Changed: 3.2.1.4 Other serious crimes under international law and relevant laws of the Republic of South Sudan including gender based crimes and sexual violence.
	3.3.5. Judges, prosecutors, defense counsel and the registrar shall be selected and appointed by the Chairperson of the African Union Commission and the Secretary-General of the United Nations.	<i>Some parts deleted from earlier version:</i> 3.3.5. Judges, prosecutors, defense counsel and the registrar shall be selected and appointed by the Chairperson of the African Union Commission.
	4.2.f) The CRA shall create a transparent mechanism to receive applications of victims including natural and legal persons, evaluate their requests and decide those affected by the civil war and determine the amount of compensation that should be provided for victims.	Changed: 4.2.f) The CRA shall receive applications of victims including natural and legal persons from CTRH, and make the necessary compensation and reparation as provided in Chapter V Article 2.2.2.5.;
	5. (...) or, if already participating in the TGoNU, or in its successor government(s), they shall resign.	Changed: 5. (...) or, if already participating in the TGoNU, or in its successor government(s), they shall lose their position in government. If proven innocent, individuals indicted shall be entitled for compensation as shall be determined by law.
Chapter VI: Parameters of Permanent Constitution	1.4. Promoting peoples participation in the governance of the country through democratic, free and fair Elections and the devolution of power and resources;	Changed: 1.4. Promoting peoples participation in the governance of the country through democratic, free and fair Elections and the devolution of power and resources to the states and counties;
	2. The TNA shall within the first six (6) months of Transitional Period review and enact (...).	<i>Some parts deleted from earlier version:</i> 2. The TNA shall within the first six (6) months of Transitional Period enact (...).
	5. The National Constitutional Review Commission (NCRC) shall be appointed (...)	Changed: 5. The reconstituted National Constitutional Review Commission (NCRC) shall be appointed (...)
	5.3 The Draft Constitution Text presented by the Commission to the Executive shall be presented to a representative National Constitutional Conference (NCC) as shall be stipulated in the reviewed legislation governing the Constitution-making process;	Changed: 5.3 The Draft Constitution Text presented by the Commission to the Executive shall be presented to a National Constitutional Conference (NCC) composed of elected representatives from all levels of administrations and registered institutions as shall be stipulated in the reviewed legislation governing the Constitution-making process;

Chapter VII: Joint Monitoring and Evaluation Commission (JMEC)	1. (...) the establishment of a Joint Monitoring and Evaluation Mechanism (JMEC) within fifteen (15) days.	<i>Changed:</i> 1. (...) the establishment of a Joint Monitoring and Evaluation Mechanism (JMEC) within fifteen (15) days whose head quarter shall be in Juba.
	-	<i>Added:</i> 2.6 The terms of reference of JMEC shall be endorsed by the IGAD Assembly of Heads of State and Government.
	5. The JMEC shall report in writing to the TGoNU Council of Ministers, the Transitional National Assembly, Chairman of IGAD Executive Council, the Peace and Security Council (PSC) of the African Union and to the Secretary-General of the United Nations on the status of implementation of this Agreement not less than three (3) months.	<i>Changed:</i> 5. The JMEC shall report regularly in writing to the TGoNU Council of Ministers, the Transitional National Assembly, the Chairperson of the IGAD Council of Ministers, the Chairperson of the African Union Commission , the Peace and Security Council (PSC) of the African Union and to the Secretary-General and Security Council of the United Nations on the status of implementation of this Agreement every three (3) months. Notwithstanding the foregoing, the Chairperson of JMEC may report and recommend for remedial actions on critical issues that may arise during the implementation of the Agreement to those bodies at any time.
	-	<i>Added:</i> 6. Following the establishment of the TGoNU, within one month JMEC and TGoNU shall negotiate and define functions that the TGoNU may cede to JMEC to break deadlocks and ensure implementation.
	8. The quorum of the JMEC shall be eighteen (18), of which at least 9 of the members shall be from South Sudan and the other 9 from regional and international groups.	<i>Changed:</i> 9. The quorum of the JMEC shall be eighteen (18), of which at least 10 of the members shall be from South Sudan and the other 8 from regional and international groups.
Chapter VIII	-	<i>Added:</i> 1. This Agreement shall, upon signature, be presented to and adopted within seven (7) days, by the National Legislature of the Republic of South Sudan and the National Liberation Council of the South Sudan Armed Opposition.