

**AGREEMENT ON PERMANENT CEASEFIRE AND SECURITY ARRANGEMENTS IMPLEMENTATION MODALITIES BETWEEN THE GOVERNMENT OF THE SUDAN (GOS) AND THE SUDAN PEOPLE'S LIBERATION MOVEMENT/SUDAN PEOPLE'S LIBERATION ARMY (SPLM/SPLA) DURING THE PRE-INTERIM AND INTERIM PERIODS**

**WHEREAS** the Government of the Republic of the Sudan and the Sudan People's Liberation Movement/Sudan People's Liberation Army hereinafter referred to as the "Parties" have concluded the Agreement on Security Arrangements During the Interim Period, dated 25<sup>th</sup> September, 2003;

**AND WHEREAS** the Parties having met in Nairobi and Naivasha, Kenya, from 27<sup>th</sup> June 2004 through 31<sup>st</sup> December, 2004 under the auspices of the Inter-Governmental Authority on Development (IGAD) Peace Process to negotiate a Comprehensive and Permanent Ceasefire Agreement to supplement the Agreement on Security Arrangements in order to achieve a Comprehensive Peace Agreement in the Sudan;

**NOW RECORD THAT** the Parties have reached specific Agreement on Permanent Ceasefire and Security Arrangements Implementation Modalities during the Pre-Interim and Interim Periods, the initialed text of which is annexed hereto and shall be an integral part of the Comprehensive Peace Agreement.

\_\_\_\_\_  
**Lt. Gen. Mohamed Elhassan El Fadil**  
For: The Government of Sudan

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**Cdr. Taban Deng Gai**  
For: The Sudan People's  
Liberation Movement/Army

WITNESSED BY: \_\_\_\_\_  
**Lt. Gen. Lazaro K. Sumbeiywo (Rtd)**  
Ambassador and Kenya Special Envoy  
For the Sudan Peace Process

**AGREEMENT ON PERMANENT CEASEFIRE  
AND SECURITY ARRANGEMENTS  
IMPLEMENTATION MODALITIES DURING  
THE PRE-INTERIM AND THE INTERIM  
PERIODS**

**BETWEEN**

**THE GOVERNMENT OF THE SUDAN (GOS)**

**AND**

**THE SUDAN PEOPLE'S LIBERATION  
MOVEMENT/SUDAN PEOPLE'S LIBERATION  
ARMY (SPLM/SPLA)**

**NAIVASHA 31<sup>ST</sup> DECEMBER, 2004**

## **PREAMBLE:**

**WHEREAS** the Government of the Sudan (GOS) and the Sudan People's Liberation Movement/Sudan People's Liberation Army (SPLM/SPLA) (the Parties) having met in Naivasha and Nairobi, Kenya, from 27<sup>th</sup> June, 2004 through 26<sup>th</sup> July, 2004 under the auspices of the Inter-Governmental Authority on Development (IGAD) Peace Process, and sought political guidance of the Fifth High Level Consultative Meeting convened in Nairobi, Kenya from 7<sup>th</sup> October 2004 through 15<sup>th</sup> October 2004, in respect of the issues related to permanent ceasefire and details of the security arrangements;

**RECOGNIZE** that a viable ceasefire can meaningfully be realized through adherence and commitment to the Machakos Protocol dated 20<sup>th</sup> July 2002, Agreement on Security Arrangements During the Interim Period, dated 25<sup>th</sup> September 2003, the Protocol on Power Sharing dated 26<sup>th</sup> May, 2004, Protocol on the Resolution of the Conflict in Southern Kordofan/Nuba Mountains and Blue Nile States dated 26<sup>th</sup> May 2004 and the Protocol on the Resolution of the Conflict in Abyei Area dated 26<sup>th</sup> May 2004;

**RECALL** the Memorandum of Understanding on Cessation of Hostilities between the GOS and SPLM/A signed on 15<sup>th</sup> October, 2002 and its addendum of 4<sup>th</sup> February 2003 that have ushered in periods of tranquility;

**AWARE** of the overwhelming support shown by the Sudanese people to the aforementioned six protocols that have resolved the outstanding issues of conflict in the Sudan, the irreversible peace process and the need for an expeditious conclusion of the comprehensive peace agreement;

**REITERATE** their commitment to the final, just and comprehensive peace settlement, the security, welfare and stability of the Sudanese people within the framework of a true and sincere national reconciliation;

**MINDFUL** of the fact that other related international conventions such as Article 52 UN Charter on regional arrangements for dealing with matters relating to the maintenance of international peace and security as are appropriate for regional action, the provisions of Article 3 of the African Union Charter which, inter alia, guarantee all Member States the right to their sovereignty and territorial integrity are all critical to the peace process, if strictly adhered to;

**Aware** of the fact that, Disarmament, Demobilization and Reintegration (DDR) of ex-combatants are crucial components for a secure and peaceful Sudan and commit themselves to credible, transparent and effective DDR processes which will support the ex-combatants' transition to a productive civilian life;

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

## **PART ONE**

### **The Ceasefire Arrangements**

#### **1. General and Fundamental Provisions**

- 1.1. The Parties agree that the national ownership of the peace process, political will, and continuous dialogue are indispensable elements for sustainable peace. They shall collaborate to observe and respect the Ceasefire and resort to their own wisdom to contain and solve any problem that may arise;
- 1.2. The Parties shall always refrain from any act or acts that may in any way spoil the peace process. They shall unceasingly create and maintain a conducive atmosphere for peace and tranquility;
- 1.3. The Parties shall abide by good governance, democracy and foster civil society;
- 1.4. The Parties agree that inclusiveness is of the essence to this agreement and shall engage the other armed groups and political forces to become part of the peace process, play a role thereto and contribute to the sustenance of this Agreement;
- 1.5. The Ceasefire Agreement shall ensure clarity by eliminating any room for ambiguity in all elements of the Ceasefire Agreement;
- 1.6. The Ceasefire Agreement shall guarantee the free movement of people, goods and services throughout Sudan;
- 1.7. The Parties shall, within the territorial jurisdiction of the Ceasefire Agreement, provide and share information and statistics on their troops strength, arms and military equipment and any other relevant

information, among themselves and with the UN Peace Support Mission;

- 1.8. The Parties shall commit themselves to immediate release of prisoners of war (POWs) and as a gesture of national reconciliation release any other persons detained as a result of the war upon the endorsement of the Comprehensive Peace Agreement;
- 1.9. The Parties shall involve the International Committee of the Red Cross (ICRC) in the process of arranging the release of POWs and other persons detained as a result of the war;
- 1.10. The Parties shall commit themselves to render and facilitate humanitarian assistance through creation of conditions conducive to the provision of urgent humanitarian assistance to displaced persons, refugees and other affected persons and their right to return;
- 1.11. The Parties agree to inform the rank and file of their armed forces as a way of popularizing the Ceasefire Agreement;
- 1.12. The Parties shall commit themselves that all forces, troops under their respective command and forces allied and affiliated to them at all levels and rank and file shall fully cease fire and stop hostilities;
- 1.13. The Parties shall endeavour to promote and disseminate peace culture and confidence building measures among and between the people as well as their forces as integral part of ceasefire arrangements and sustenance of the peace;
- 1.14. The Parties agree not to arm, train, harbour on their respective areas of control, or render any form of support to external subversive elements or internal armed groups;
- 1.15. Nothing in this agreement shall in any way undermine the sovereignty and territorial integrity of the Sudan.

## **2. Entry into Force:**

The Ceasefire Agreement (hereinafter referred to as the Agreement or this Agreement) shall come into effect from the date of signature of the Comprehensive Peace Agreement (that day hereafter referred to as D-Day).

### **3. Amendment of this Agreement:**

This Agreement may only be amended by the Presidency upon recommendation of the Ceasefire Political Commission.

### **4. The Parties of the Agreement:**

The Parties to this Agreement shall be:

- 4.1. The Sudan Armed Forces (SAF), with all its formations and units; and
- 4.2. The Sudan People's Liberation Army (SPLA), with all its formations and units.

### **5. Principles of the Ceasefire:**

- 5.1. The Parties agree to a permanent ceasefire among all their forces with the broader objective of sustaining the comprehensive peace agreement, promoting peace culture, reconciliation and confidence building;
- 5.2. The ceasefire shall uphold the following principles:
  - 5.2.1 Permanent cessation of hostilities between SAF and SPLA within 72 hours of the signature of the Comprehensive Peace Agreement.
- 5.3. The permanent cessation of hostilities shall include final termination of the following activities:
  - 5.3.1. Military activities including movement, reconnaissance, reinforcement, recruitment, draft, and military exercises other than those permitted by the Joint Defence Board (JDB). The JDB will inform the UN Peace Support Mission of permitted current and future activities;
  - 5.3.2. Land, air, and river operations;
  - 5.3.3. Laying of mines and other subversive activities;
  - 5.3.4. Use of force against and abuse of civilians;
  - 5.3.5. Replenishment of ammunition, weapons and other lethal or military equipment;
  - 5.3.6. Hostile propaganda from inside or outside the country;
  - 5.3.7. Occupation of new locations;

- 5.3.8. Any other actions that may impede the normal progress of the ceasefire process.

## **6. The Ceasefire Zone:**

The scope of the ceasefire shall be:

- 6.1. Southern Sudan, which shall be subdivided, for all the purposes of ceasefire and monitoring activities, into three areas of:
- a) Bahr el Ghazal Area;
  - b) Equatorial Area;
  - c) Upper Nile Area.
- 6.2 Nuba Mountains Area;
- 6.3 Southern Blue Nile Area;
- 6.4 Abyei Area;
- 6.5 Eastern Sudan Area (Hamashkoreb, new Rasai, Kotaneb, Tamarat, and Khor Khawaga).

## **7. Duration and Calendar of Major Ceasefire Activities:**

7.1. Duration of the ceasefire shall be divided into four phases:

- 7.1.1 Phase I: The Pre-interim Period duration 6 months (D-day to D-day + 6 months) ceasefire activities shall start (as per attached lists), including the redeployment of SAF from the South to the North, the beginning of the Demobilization, Disarmament, Re-integration and Reconciliation (DDRR), the redeployment of SPLA forces from Eastern Sudan, the formation, co-location in training centres, training of the Joint/Integrated Units (JIUs) and the UN monitoring.
- 7.1.2 Phase II: First half of the Interim Period duration 36 months (D-day+ 6 months to D-day + 42 months). This phase shall cover the completion of deployment of the JIUs, redeployment of the SPLA forces from the Eastern Sudan to the south, redeployment of the SPLA forces from Nuba Mountains and Southern Blue Nile to the south and redeployment of SAF from the South to the North. The DDR activities shall continue. The negotiations on proportionate downsizing shall also start at this phase.

7.1.3 Phase III: Second half of the Interim Period duration 36 months (D-day + 42 months to D-day + 78 months). Continuation of DDR process, training and the monitoring process. Development of plans and modalities of transforming the JIUs into integrated ones.

7.1.4 Phase IV: Post Interim Period duration 6 months ( D- day + 78 months to D-day + 84 months). Formation of Sudan National Armed Forces (SNAF) in case of unity or dissolution of JIUs in case of secession.

7.2. The Calendar of major ceasefire activities is agreed by the parties as per Annex 2.

## **8. Disengagement:**

8.1. There shall be lines of disengagement according to the assembly areas, as specified in Annex 1, and shall be adjusted by the monitors of the UN Peace Support Mission.

8.2. On the declaration of the ceasefire, the forces of the SAF, inclusive of their allied forces and the SPLA, inclusive of their allied forces, shall maintain their current positions.

8.3. All forces shall take defensive positions and be redeployed to assembly points within the first three months of the Pre-Interim Period according to the agreed timetable.

8.4. All forces shall be disengaged, separated, encamped in their assembly points, and redeployed subject to international monitoring arrangements.

8.5. The parties shall provide maps and sketches showing their current dispositions before the declaration of the ceasefire. Such maps and sketches shall include:

8.5.1. Current dispositions including deployment and weapons sites.

8.5.2. All necessary information about roads, tracks, passages, minefields, and command posts.

8.6. To safeguard against the menace and hazards posed by landmines and unexploded ordnance, the Parties agree that:

8.6.1. The laying of mines, explosive devices or booby traps of whatever type shall be prohibited;

8.6.2. The Parties and forces under their control shall promptly provide on D - day to the Ceasefire Joint Military

Committee (CJMC) all known information concerning the locations and descriptions of all minefields, unexploded ordnance, demolitions, booby traps and any other physical or military hazards which could affect the safe movement of persons, within the ceasefire zones. The Parties shall also promptly produce a plan to mark and signpost any danger areas and initiate this plan according to agreed priorities;

The Parties shall allow and facilitate cross-line de-mining activities, the repair and reopening of roads and the removal, dismantling or destruction of mines, unexploded ordnance and all other such hazards as described above immediately upon the signature of this agreement;

- 8.6.3. The Parties and forces under their control shall promptly provide to the CJMC information concerning the stockpiles of Anti Personal Mines;
- 8.6.4. The Parties shall conduct de-mining activities as soon as possible, and in coordination with the UN Peace Support Mission with a view to create the conditions necessary for deployment of the UN Peace Support Mission and the return of displaced populations;
- 8.6.5. The UN Peace Support Mission, in conjunction with United Nations Mine Action Office, will assist the Parties' de-mining efforts by providing technical advice and coordination. The Parties shall, as necessary, seek additional de-mining assistance and advice from the UN Peace Support Mission;
- 8.6.6. The Parties shall establish by D Day + 30 Days two de-mining authorities (Northern and Southern) that shall work together and coordinate their de-mining activities and to work jointly in close cooperation with UN Mine Action Office;
- 8.7. Before the declaration of the ceasefire, the Parties shall present detailed lists of size and location of their forces in each area to United Nations Advanced Mission in Sudan (UNAMIS), subject by verification of the Verification and Monitoring Team (VMT) and Joint Military Commission (JMC) Nuba Mountains. Such lists shall be attached to the Comprehensive Peace Agreement.
- 8.8. Notwithstanding 8.7 above, the Parties shall present detailed lists of particulars of all troops to the Ceasefire Joint Military Committee (CJMC) or, pending the formation of the CJMC, to the

VMT and JMC/Nuba. The lists shall be verified by the CJMC and/or the VMT and JMC, as the case may be, immediately after the declaration of the ceasefire.

- 8.9. The Parties agree and in collaboration with the UN Peace Support Mission to pull back all the weapons of effective range fire within the other Party's assembly areas.
- 8.10. The Parties shall provide detailed data on their inventories and stocks including different weapons and munitions, fuel oil and lubricants, etc., and their exact locations to CJMC or the VMT in the ceasefire zone. Such inventories shall be verified immediately after the declaration of the ceasefire. The Parties shall agree on ways and means of monitoring such stocks and/or stores to make sure that they are no longer accessible to the Parties.

## **9. Permitted Activities:**

In view of negative consequences of war, the key principle that shall underpin permitted activities shall be to alleviate the effects of the war on the civilians and war-affected areas and to galvanize popular support for peace. Permitted activities shall therefore include:

- 9.1. De-mining and decommissioning of military hazards (this shall be done in collaboration with other bodies referred to in 8.6 herein, according to agreed timetables and mechanisms, and under UN monitoring);
- 9.2. Development activities to include opening of roads, rehabilitation of bridges and passages, railways, airports and airstrips, and lines of river navigation etc;
- 9.3. Humanitarian activities such as securing unimpeded access to humanitarian relief according to agreed regulations;
- 9.4. Socioeconomic activities such as assisting free movement of people, goods and services;
- 9.5. Free movement of unarmed soldiers in plain clothes who are on leave, medical referrals, or visiting their families;
- 9.6. Re-supply of armed forces lethal items as shall be deemed appropriate by the JDB and coordinated with UN Mission;
- 9.7. Supply of non-lethal items (food, water, medicine, fuel oils and lubricants, stationery, uniforms, etc.);
- 9.8. Training and Refresher training.
- 9.9. During the disengagement of forces, they shall not exercise any military activities except the following:

- 9.9.1. Training and refresher training (UN Mission shall be informed of such training - location, duration and type); particularly the field training of platoon level and higher;
- 9.9.2. Administrative movement (e.g. replenishment with non-lethal supplies or equipments);
- 9.9.3. Medical evacuation.

## **10. Violations:**

10.1. The following acts shall constitute violations to this Agreement:

- 10.1.1. Any acts that may contravene this Agreement;
- 10.1.2. Unauthorized movement of troops;
- 10.1.3. Unauthorized recruitment, draft and/or mobilization drive;
- 10.1.4. Unauthorized replenishment of military equipment and supplies;
- 10.1.5. Hostile acts that may provoke confrontation;
- 10.1.6. Violation of human rights, humanitarian law and obstruction of freedom of movement;
- 10.1.7. Hostile propaganda and media warfare;
- 10.1.8. Espionage, sabotage, and acts of subversion to undermine either party and/or the Agreement;
- 10.1.9. Recruitment of child soldiers.

10.2 In event of any violation to provisions of this Agreement, the CJMC will determine appropriate disciplinary measures which may include, where appropriate, the following:

- 10.2.1. Publicizing or mentioning the parties that took part in the violations;
- 10.2.2. Exposing or shaming the guilty or recommending severe punishment in event of grave violations;
- 10.2.3. Recommend referral to civil, criminal trial procedures, or court-martial of individual or parties involved as applicable;
- 10.2.4. The Parties agree to follow up on recommendations for disciplinary measures as proposed by CJMC.

10.3. The hostile propaganda as provided in sub-section 10.1.7 above shall be comprehensively monitored by CJMC as part of the ceasefire monitoring process;

- 10.4. Without prejudice to the freedom of press and media, the Parties agree to set up a Joint Media Committee upon signing of the Comprehensive Peace Agreement to establish guidelines for the media and press to enhance conducive environment for the smooth implementation of the ceasefire.
- 10.5. The Parties agree that any deadlock arising out of the implementation of the ceasefire shall be referred, as of last resort, to the Presidency for consideration and action after having exhausted all avenues of dispute management at all lower levels;

## **11. Other Armed Groups:**

- 11.1. In accordance with Article 7 (a) of the Agreement on Security Arrangements, the Parties agree to expedite the process of incorporation and reintegration of armed groups allied to either Party, into their armed forces, other organized forces, the civil service and civil societal institutions.
- 11.2. The Parties agree to each setting up "Incorporation and Reintegration Adhoc Committee" to implement the provision of sub-section 11.1 above.
- 11.3. In accordance with the Framework Agreement on Security Arrangements during the Interim Period, no armed group allied to either party shall be allowed to operate outside the two forces. Other Armed Groups (OAGs) who have a desire and qualify shall be incorporated into the organized forces of either party (Army, Police, Prisons, and Wildlife Forces), while the rest shall be reintegrated into the civil service and civil society institutions.
- 11.4. The Parties agree to adopt a collaborative approach for handling OAGs and to establish by D day + 15 days an OAGs Collaborative Committee (CC) which shall comprise equal number of representatives from both parties (three each) and an independent observer from UN.
- 11.5. The OAGs CC shall, *inter alia*, perform the following functions:
  - 11.5.1. Ascertain strength and armament conditions of all OAGs units which shall be verified by the VMT until UN monitors take over;
  - 11.5.2. Ensure freedom of choice for all OAGs personnel as to the party they so desire to be incorporated in;
  - 11.5.3. Ensure free and fair access of the parties to the OAGs;
  - 11.5.4. Supervise and review incorporation processes of both parties;
  - 11.5.5. Provide a forum for the parties to exchange information

- and data on the OAGs as well as handling complaints that pertain to their incorporation process and their activities;
- 11.5.6. Receive regular updates on the progress of the OAGs incorporation;
  - 11.5.7. Keep the Ceasefire Political Committee abreast on the progress of the OAGs incorporation;
  - 11.5.8. Monitor the DDR programme for the OAGs.
- 11.6. DDR programme for the OAGs shall be worked out by Southern Sudan DDR Commission (SDDRC) by the end of the Pre-Interim Period with technical assistance from international experts. All integration options shall be open in that programme.
- 11.7. Upon signature of this Agreement, the process of incorporation of individual members of all other armed groups, who desire and qualify shall start as soon as possible into the ranks of either SAF or SPLA or integrated into organized forces (police, prisons and wildlife services), while the rest shall be reintegrated into the civil service or civil society institutions.
- 11.8. By D Day + 6 months, the OAGs Collaborative Committee after ascertaining the strength and armament conditions of OAGs units, shall ensure freedom of choice for all OAGs members to join either Party they so desire to be incorporated in, provided that no other armed groups shall continue to have a separate existence outside the command of either SAF or SPLA.
- 11.9. By D Day + 12 Months, the OAGs Collaborative Committee shall finish the incorporation process of OAGs members who desire and qualify into the armed forces of either Party and police, prisons, wildlife service and civil service.
- 11.10. When the incorporation process of OAGs referred to above in subsection 11.9 is completed, the incorporated OAGs members shall not be allowed to decamp from one Party to the other nor to change from police, prisons, wildlife and civil service to the military.
- 11.11. The Parties commit themselves, through OAGs Collaborative Committee and Incorporation and Reintegration of Adhoc Committees, to jointly brief all the OAGs about the Comprehensive Peace Agreement and their rights and obligations in the Agreement so as to ensure that they adhere to and respect all the provisions of the Agreement.

11.12. The Southern Sudan DDR Commission shall continue the reintegration process of the demobilized and disarmed members of OAGs into the civil service and civil society institutions in Southern Sudan, with a follow up of the OAGs Collaborative Committee.

11.13. The Parties shall not entertain, encourage, or permit reincorporation/defection of groups or individuals who were previously members or associated with any OAGs and have been incorporated into either party organized forces. Such act, if committed by either party, shall constitute a violation to sub-section 10.1.8 of this Agreement.

## **12. Foreign Insurgency Groups:**

12.1. The parties appreciate the threat and menace that the foreign insurgency groups pose on the security and stability of the Sudan and neighboring countries.

12.2. The parties have resolved to end the presence of the foreign insurgency groups on the Sudanese soil;

12.3. The parties shall work together to disarm, repatriate or expel these groups as soon as possible.

## **13. Verification, Monitoring, Complaints and Obligations:**

13.1 The structure and levels of monitoring and verification of the implementation of this Agreement shall be as follows:

- 13.1.1. Ceasefire Political Commission (CPC)
- 13.1.2. Ceasefire Joint Military Committee (CJMC)
- 13.1.3. Area Joint Military Committee (AJMC)
- 13.1.4. Joint Military Teams (JMTs)

## **14. The Ceasefire Political Commission (CPC):**

14.1 The CPC shall be answerable to the Presidency;

14.2 The CPC shall be a political decision making body composed of:

- 14.2.1. One senior political representative from each Party;
- 14.2.2. One senior officer each from SAF and SPLA;

- 14.2.3. Special Representative of UN Secretary General or his deputy;
- 14.2.4. Senior Security officer (after the establishment of National Security Service);
- 14.2.5. One Legal advisor from each Party;
- 14.2.6. Representative of Intergovernmental Authority on Development (IGAD) (observer);
- 14.2.7. Representative of IGAD Partner's Forum (IPF) (observer);

14.3. The CPC chair shall be rotational between the Parties;

14.4. The CPC shall reach its decisions by consensus of the Parties;

14.5. The mandate and functions of the CPC shall be to:

- 14.5.1. supervise, monitor and oversee the implementation of this Agreement;
- 14.5.2. complete negotiating any operational details as shall be necessary;
- 14.5.3. sound the Parties to rise up to their obligations in this Agreement;
- 14.5.4. update the Parties on the progress of the ceasefire implementation;
- 14.5.5. co-ordinate with other relevant national and international bodies;
- 14.5.6. settle deadlocks arising out from the ceasefire implementation as reported by the CJMC and refer the unresolved ones to the Presidency;
- 14.5.7. provide disciplinary measures for violations;
- 14.5.8. provide a political forum for continuous dialogue between the Parties and the international community;
- 14.5.9. foster confidence building between the Parties;
- 14.5.10. Update the IGAD, IPF, African Union (AU) and the United Nations periodically on the process of the ceasefire implementation as deemed necessary;
- 14.5.11. propose amendments in the Agreement to the Presidency.

#### **14.6. Ceasefire Joint Military Committee (CJMC):**

- 14.6.1. The CJMC shall be answerable to the CPC and shall oversee the activities of AJMC;
- 14.6.2. The CJMC shall be located in Juba;

- 14.6.3. The CJMC shall be a military decision making body and shall be composed of:
  - 14.6.3.1. The Force Commander of the UN Monitoring Mission (Chair),
  - 14.6.3.2. The Deputy Force Commander from countries acceptable to the Parties. Considering that the official working languages in Sudan are Arabic and English;
  - 14.6.3.3. Three officers from SAF with ranks not less than Colonel;
  - 14.6.3.4. Three senior officers from SPLA;
  - 14.6.3.5. Officer in charge of national security at that level;
  - 14.6.3.6. One senior police officer at the level of Southern Sudan.
- 14.6.4. The CJMC shall reach its decisions by consensus of the Parties and shall establish its own internal regulations;
- 14.6.5. The CJMC shall have the following functions:
  - 14.6.5.1. Oversee compliance of the Parties to their obligations under this Agreement;
  - 14.6.5.2. Coordinate planning, monitoring and verification of the implementation of this Agreement;
  - 14.6.5.3. Facilitate liaison between the parties;
  - 14.6.5.4. Coordinate monitoring and verification of disengagement, disarmament and redeployment of the forces as agreed upon in this Agreement;
  - 14.6.5.5. Check on the conduct of the military forces;
  - 14.6.5.6. Specification of current locations of troops as of the D day;
  - 14.6.5.7. Monitoring troop strength, stocks of arms, ammunitions and other war-related equipment;
  - 14.6.5.8. Coordination and monitoring of permitted military movement and itineraries thereof;
  - 14.6.5.9. Receiving and verifying unresolved

- violations, disputes and complaints and rule on them;
  - 14.6.5.10. Serving as a channel of communication between the parties;
  - 14.6.5.11. Inspection of replenishment of supplies to the forces;
  - 14.6.5.12. Supervision of demining activities, decommissioning of unexploded ordnance and other form of military hazards;
  - 14.6.5.13. Dissemination of information about this Agreement;
  - 14.6.5.14. help Parties in disarming and reintegrating armed groups;
  - 14.6.5.15. monitor and verify the disarmament of all Sudanese civilians who are illegally armed;
  - 14.6.5.16. be responsible for executing peace support operations in collaboration with VMT, JMC and CPMT, until the deployment of the UN monitors; after which the roles of the latter shall cease to exist;
- 14.6.6. Decisions reached by the CJMC shall be communicated down through the individual chains of command and reported up to the CPC.
- 14.6.7. Subject to the timing of different activities specified in the Agreement on Security Arrangements, the CJMC may readjust on practical considerations the timing of activities or obligations related to ceasefire including redeployment North and South of the 1956 North-South border and activities referred to in sub-section 8.7 herein.
- 14.6.8. The CJMC shall compile necessary cartographical and mapping references which, once agreed to by the Parties, shall be used for the purposes of monitoring the implementation of this Agreement. However, such cartographical and mapping references shall have no bearing whatsoever on the subsequent delineation of the 1/1/1956 North/South border by the adhoc border commission that the Parties will set up as part of the agreement on implementation modalities.

- 14.6.9. The CJMC shall be entitled to move freely throughout the ceasefire zone.

**14.7 Area Joint Military Committee (AJMC):**

- 14.7.1 The AJMC that shall be established in Juba, Malakal, Wau, Kadugli, Abyei, Damazien or Kurmuk, and shall be composed as follows:

14.7.1.1 The most senior UN Officer in the Area, Chairperson;

14.7.1.2 Equal number of senior officers from SAF and SPLA;

14.7.1.3 UN monitors.

- 14.7.2 AJMC shall be established in Kassala or Hamashkoreb in Eastern Sudan to monitor and verify the redeployment of SPLA forces as provided in sub-section 4 (c)(v)(a) of Agreement on Security Arrangements;

- 14.7.3 The AJMC shall be charged with the following functions:

14.7.3.1 monitor and verify alleged violations and resolve disputes;

14.7.3.2 report periodically and refer unresolved complaints to CJMC;

14.7.3.3 Liaise and share information with the Security Committee in the designated area;

**14.8 Joint Military Teams (JMTs):**

- 14.8.1. JMTs shall be the lowest operating unit of the ceasefire monitoring mechanism;

- 14.8.2. JMTs shall be established and designated by the AJMC at that level;

- 14.8.3. A JMT shall be composed of UN senior officer at that level, international monitors, equal number of officers from SAF and SPLA.

14.8.4. JMTs shall conduct regular patrols and visits throughout their respective areas to prevent violations, preserve the ceasefire, and assist in building confidence.

14.8.5. JMTs shall monitor, verify and report alleged violations to the appropriate AJMC.

## **15. UN Peace Support Mission**

15.1. The Parties agree to request the United Nations to constitute a lean, effective, sustainable and affordable UN Peace Support Mission to monitor and verify this Agreement and to support the implementation of the Comprehensive Peace Agreement as provided for under Chapter VI of the UN Charter;

15.2. The Parties call upon the international community to provide technical and financial assistance, given the financial constraints of GOS and particularly the nature and structure of SPLA, to expedite the implementation of the ceasefire activities.

15.3. International monitoring shall be carried out by UN, considering that the official working languages in Sudan are Arabic and English, who may make the use of the services of UN protection unit. The size of the UN Peace Support Mission, including any UN force protection element, shall be determined by the UN in consultation with the Parties.

15.4. For the purpose of monitoring activities related to the ceasefire, the international monitors shall have unrestricted access in accordance with a Status of Forces Agreement (SOFA), which shall be concluded with the United Nations as soon as possible. Such SOFA shall contain the provisions agreed to by the Parties with the United Nations immediately following the conclusion of the Comprehensive Peace Agreement.

15.5. The parties agree that the presence and size of the UN peace support mission shall be determined by the implementation time table of this Agreement (disengagement, disarmament, redeployment, etc) and shall gradually phase out with successful implementation of the time tables, increased confidence building, and commitment of the parties towards the implementation of this Agreement.

15.6. The Parties agree to request the UN to provide cultural orientation to all its members to create conducive atmosphere for respect and better

understanding of social values and cultures so as to ensure effective implementation of this Agreement;

- 15.7. The Parties undertake to respect the exclusively international nature of the UN Peace Support Mission as in terms of flag, vehicle markings, communication, travel and transport, privileges and immunities, facilities, provisions, supplies, services, sanitary arrangements, recruitment of local personnel, currency, entry, residence, departure, uniform, arms, permits and licences, military police, arrest, transfer of custody, mutual assistance, jurisdiction, deceased members and settlement of disputes;
- 15.8. SAF and SPLA members of AJMCs and JMTs shall have the right to participate in verification and monitoring missions, however in case of failure of either or both Parties to participate, the mission shall still continue with its verification and monitoring tasks.
- 15.9. The Verification and Monitoring Team (VMT), the Joint Military Commission (JMC) in Nuba Mountains and the Civilian Protection Monitoring Team (CPMT) shall continue performing their duties, under operational control of the UN Mission, according to their present and/or expanded mandate, fill the gap and carry out duties as shall be entrusted to them by the Parties until the UN Mission is operational, after which their roles shall cease to exist.

## **PART TWO**

### **The Armed Forces**

#### **16. Military Mission and Mandate**

- 16.1. Without prejudice to the provisions of sub-sections 1 (b) and 4.1(b) of the Agreement on Security Arrangements, the mission and mandate for Sudan Armed Forces (SAF), Sudan People's Liberation Army (SPLA) and the Joint/Integrated Forces within their respective areas of deployment during the interim period shall clearly be specified within the first year of the interim period by the Joint Defence Board subject to the approval of the Presidency.
- 16.2. Without prejudice to sub-section 16.1 above, the Sudanese Armed Forces (SAF), the Sudan People's Liberation Army (SPLA) and the Joint/Integrated Units (JIUs) shall be charged with the mission of

defending the sovereignty and territorial integrity of the Sudan during the interim period.

- 16.3. The two Armed Forces and the JIUs shall be regular, professional, and non-partisan armed forces. They shall respect the rule of law and civilian government, democracy, basic human rights, and the will of the people.
- 16.4. As per Article (1) (b) and (4) (b) (III) of the Agreement on Security Arrangements, the Armed Forces (SAF, SPLA and JIUs) shall undertake the responsibility of the defence of the country against threats in their areas of deployment pending appropriate decision from the JDB.
- 16.5. The involvement of the Armed Forces as defined in sub-section 16.4 above, in constitutionally specified emergencies, shall be determined in the Interim Constitution.
- 16.6. The Parties shall jointly develop a code of conduct for the members of all armed forces based on the common military doctrine that shall be developed as stipulated for in section 6 of the Agreement on Security Arrangements.
- 16.7. The elements of the code of conduct provided for in sub-section 16.6 above shall:
  - 16.7.1. be informed by the provisions of sub-section 16.2 above;
  - 16.7.2. make a clear distinction between the military functions from partisan political functions;
  - 16.7.3. make repudiation that such forces can be used as agency of physical intimidation of the civilian population;
  - 16.7.4. make a clear distinction between military mandate from the policing mandate during cease-fire period;
  - 16.7.5. make clear that all members of armed forces shall not be involved in illicit activities that may affect the environment and natural resources.

## **17. The Joint Defence Board (JDB):**

- 17.1. The JDB shall be composed and structured on parity basis and take its decisions by consensus. It shall be composed of the Chiefs of Staff of SAF and SPLA, their deputies and four senior officers from each party.

- 17.2. The JDB shall exhibit a characteristic of well-functioning body capable of timely response to tasks and situation.
- 17.3. The JDB shall have a Technical Committee to be formed from four senior officers from both sides.
- 17.4. The Technical Committee shall undertake the duty of coordination between the two forces and resolve different problems that may ensue. It shall report regularly to the JDB in all ordinary and extraordinary sessions.
- 17.5. The two Commanders in Chief shall appoint the Commander and the deputy commander of the JIUs who shall be ex officio members of the JDB.
- 17.6. In the event of any external or internal threat, the JDB shall, subject to section 16.2 above, decide on how to address the situation. The JDB shall decide whether all forces, the JIUs or either force (SAF and SPLA) shall handle the threat alone or collectively. The JDB may also decide on the appropriate support and reinforcements that other forces shall lend to the forces facing direct threat and aggression. In a joint operation, JDB shall determine lead HQS for that operation.
- 17.7. The JDB shall be entrusted to work out a comprehensive framework for confidence building. Confidence building measures between the SAF and SPLA may include exchanging visits, organizing cultural and sport events, convening of joint training courses, and participating in national and religious celebrations and any other activities that shall help in building confidence.
- 17.8. The JDB shall form a committee to lay down the principles of the future Sudan National Armed Forces, should the result of the referendum on self-determination confirm unity.
- 17.9. At the earliest opportunity, appointed representatives of SAF and SPLA will determine, taking into account point 17.1 of this agreement, a staff structure in support of JDB command. They will calculate a budget and recommend how it is be resourced.

## **18. Redeployment:**

- 18.1. The line of redeployment of SAF and SPLA shall be South/North Border of 1/1/1956 as came in Article 3 (b), in the Agreement on Security

Arrangements during the Interim Period signed on 25<sup>th</sup> September, 2003.

- 18.2. SAF commits to redeploy its forces as per Article 3 (b) of the Agreement on Security Arrangements to the North of South/North border of 1/1/1956 beginning from the Pre Interim Period according to the following steps:
  - a) Step I: Reduction by 17% by D-day + 6 months;
  - b) Step II: Reduction by 14% by D-day + 12 months;
  - c) Step III: Reduction by 19% by D-day + 18 months;
  - d) Step IV: Reduction by 22 % by D-day + 24 months;
  - e) Step V: Complete redeployment of the remainder 28% by D-day + 30 months.
- 18.3. SPLA commits to redeploy its forces pursuant to Article 3 (c) and Article 4 (c) (V) (a) of the Agreement on Security Arrangements as detailed below.
- 18.4. The SPLA forces in the eastern Sudan shall be redeployed to the south of North/South border of 1/1/1956 beginning from pre-interim period according to the following steps:
  - a) Reduction by 30% by D-day + four months.
  - b) Reduction by 40% by D-day+ 8 months.
  - c) Complete redeployment of the remainder 30% by D-day 12 months.
- 18.5. The SPLA shall complete redeployment of its excess forces from Southern Blue Nile and Southern Kordofan/Nuba Mountains within six months of the deployment of the JIUs in those areas.
- 18.6. Without prejudice to the Agreement on the Security Arrangements and the right of Sudan Armed Forces (SAF) Command to deploy forces all over North Sudan as it deems fit, SAF troop levels in Southern Kordofan/Nuba Mountains and Blue Nile during the Interim Period shall be determined by the Presidency.
- 18.7. After the JIUs deployment in Abyei, all other forces shall be redeployed outside the area. However, the size JIUs Battalion in Abyei shall conform to JIUs organizational standards according to the Protocol between the Government of Sudan and the Sudan People's Liberation

Movement on the Resolution of the Conflict in Abyei Area of 26<sup>th</sup> May, 2004.

**19. Optimal Size of the Armed Forces:**

After the Completion of SAF redeployment to the North the parties shall begin the negotiations on proportionate downsizing. Nonetheless, the parties shall allow voluntary demobilization, demobilization of non-essentials (child soldiers and elderly, disabled) during the first year of interim period.

**20. The Status of Joint Integrated Units:**

- 20.1. There shall be formed Joint/Integrated Units (hereinafter referred to as JIUs) during the pre-interim and the interim period from the SAF and the SPLA. This shall form the nucleus of the future Sudanese National Armed Forces (SNAF) should the result of the referendum on the right of self-determination for the people of Southern Sudan confirm unity of the country.
- 20.2. If the result of the referendum is in favour of secession of the South from the North, the JIUs shall dissolve with each component reverting to its mother Armed Forces to pave the way for the formation of the separate Armed Forces for the emerging states.
- 20.3. Notwithstanding sub-Sections 20.10.1, 20.10.2, 20.10.3, 20.10.4, and 20.10.5, formation, training, tasking and deployment of JIUs formations and sub-formations shall be completed not later than D-day + 21 months.
- 20.4. At the initial stage of the formation of the JIUs, SAF component shall be liable to relief "after two years of deployment". Nonetheless, they shall be locked-in by D-day + 33 months.
- 20.5. At the inception, the JIUs shall remain in their joint form. However, the process of full integration shall be completed by D-day + 52 months.
- 20.6. The JIUs as per Agreement on Security Arrangements shall fall under the command of the Joint Defence Board (JDB). Nevertheless, the two Commanders-in-Chief shall appoint the commander and deputy commander for the JIUs as the highest

level who shall, by virtue of their positions, be members of the JDB. They shall oversee routine command matters of the JIUs in accordance to authority conferment by the JDB.

- 20.7. The JIUs command shall be exercised on parity basis between SAF and the SPLA officers with alternation of roles at the uppermost and other levels of command.
- 20.8. The JIUs personnel shall be treated equally. There shall be uniformity in welfare, salaries, emoluments, pensions rights, supplies, armament, and equipment.
- 20.9. The Parties have further discussed the issue of establishing JIUs in Eastern Sudan and have decided to continue discussing the issue during the Interim Period and resolve it as they deem fit.

#### **20.10 Training of the Joint Integrated Units:**

- 20.10.1. Both Armed Forces (SAF and SPLA) shall complete selection and organization of officers, Non-Commissioned Officers (NCOs) and men for the JIUs within three months from the beginning of the pre-interim period.
- 20.10.2. Notwithstanding sub-section 20.3 above, the JIUs components from both Parties shall be formed within three months from the pre-interim period and co-locate in their various training centres to be trained for not less than six months after which they shall be tasked and deployed.
- 20.10.3. There shall be developed as soon as practicable a joint doctrine, code of conduct, as well as disciplinary laws, regulations, and standing operating procedures to govern the JIUs general training policies, programmes, disciplinary scopes and behavioral patterns.
- 20.10.4. In view of special status of Khartoum and Juba, the JIUs Command shall allot tasks to the JIUs contingents that shall be deployed to these cities by the end of the pre-interim period after completion of initial joint training session that shall not exceed three months. Nonetheless, the JIUs command shall organize further training sessions for these contingents in accordance to JIUs training policy and programmes.

- 20.10.5. The parties shall appeal to the international community to render additional technical, material and financial support to assist in forming and training the JIUs.

#### **20.11. JIUs Command and Control:**

The JIUs Headquarters is under command of JDB and shall be located in Juba. The JIUs command shall perform among other things, the following duties and responsibilities:

- 20.11.1. Command of the JIUs formations and units;
- 20.11.2. Promotion of mutual cooperation between the JIUs, SAF and SPLA at all command levels;
- 20.11.3. Coordination of supply and replenishments plans with the JDB;
- 20.11.4. Implementation of the JDB plans, policies, programmes and directives pertaining to the JIUs;
- 20.11.5. Appointment and transfer of JIUs officers within the discretion of the JIUs command;
- 20.11.6. Create and promote confidence building measures;
- 20.11.7. Development and execution of training programmes for the JIUs;
- 20.11.8. Coordination with the CPC;
- 20.11.9. Resolution of disputes that may arise within the JIUs jurisdiction.

20.12. The JIUs Commanders shall exercise the following authority/responsibility:

- 20.12.1. Command and control of JIUs in their respective areas of command;
- 20.12.2. Implementation of and compliance with the directives of the JIUs Higher Headquarters;
- 20.12.3. Implement confidence building policies of the higher headquarters as well as create and promote confidence building measures within their power as shall be desirable;
- 20.12.4. Development and execution of training programmes within their command jurisdiction;
- 20.12.5. Performance of any other duties that may be conferred upon them by the higher headquarters.

#### **20.13. The JIUs Composition and organization:**

### 20.13.1 **Composition:**

- 20.13.1.1. The JIUs shall initially be formed from SAF and SPLA, out of their ground forces;
- 20.13.1.2. By D-Day + 12 months, SPLA nominated personnel shall commence training in the service arms of the Airforce, Navy and Air Defence, so as to make available SPLA contribution to the JIUs Service Arms which shall be established as per sub-section 20.13.1.3 below;
- 20.13.1.3. By D-Day+36 months, the first JIUs service arms unit shall be established, others shall follow according to the graduation of qualified SPLA JIUs personnel as determined by the JDB, further training may continue according to the needs as may be decided by the JDB;
- 20.13.1.4. SAF component of the JIUs service arms shall be nominated and assigned as soon as the SPLA component of JIUs service arms is trained and graduated;
- 20.13.1.5. JIUs Service Arms of the Airforce, Navy and Air Defence shall be part of the overall number of forces of the JIUs already agreed to by the Parties.

### 20.13.2 **Organization:**

- 20.13.2.1. The higher JIUs formation shall be division (see organizational structure attached as annexure 3). Thus, there shall be formed five JIUs division and one independent brigade as follows:
  - a) 1<sup>st</sup> Infantry Division which shall have a total strength of 9000 officers, NCOs and men and shall be deployed in Equatoria area.
  - b) 2<sup>nd</sup> Infantry Division which shall have a total strength of 8000 officers, NCOs and men and shall be deployed in Upper Nile area.
  - c) 3<sup>rd</sup> Infantry Division which shall have a total strength of 7000 officers, NCOs and men and shall be deployed in Bahr el Ghazal area.
  - d) 4<sup>th</sup> Infantry Division (unlike the other divisions, both 4<sup>th</sup> and 5<sup>th</sup> Infantry divisions are under-strength divisions) which shall have a total

- strength of 6000 officers, NCOs and men and shall be deployed in southern Blue Nile.
- e) 5<sup>th</sup> Infantry Division which shall have a total strength of 6000 officers, NCOs and men and shall be deployed in southern Kordofan/Nuba Mountains.
- f) Independent Brigade which shall be deployed in Khartoum with the total strength of 3000 officers, NCOs and men.

20.13.2.2. There shall be formed a JIU Infantry Battalion (Inf. Bn.) for Abyei Area whose strength shall be in accordance with JIUs standards. It shall be deployed in Abyei area and attached to 3<sup>rd</sup> Infantry Division.

20.13.2.3. Infantry brigades, of not more than 3000 troops each, to compose of:

- i. Brigade Command;
- ii. Brigade HQ Company;
- iii. Two to four infantry Battalions;
- iv. Armored, artillery, engineering, transport, signal and medical corps.

20.13.2.4. The infantry battalion shall compose of:

- i. Battalion Command;
- ii. Battalion HQ Company;
- iii. Two to four infantry companies;
- iv. Support Company.

20.13.2.5. JIUs battalion shall be formed of two SAF companies and two SPLA companies, whereas the HQs Company and the support company shall be mixed. The size of the forces in each locality shall not exceed one infantry battalion.

## **20.14 JIUs Detailed Deployment:**

### **20.14.1. First JIUs Infantry Division – Equatoria:**

- a) Division Headquarters: Juba town.
- b) Juba Brigade Headquarters: Juba town.
- c) Subunits deployment: Around Juba town.
- d) Torit Brigade Headquarter (+) Inf Bn: Torit town.

- e) Subunit Deployment: Kapoeta, Yei, and Jabor.
- f) Maridi Brigade Headquarters (+) Inf Bn: Maridi town.
- g) Subunits deployment : Mondari, Yambio, Tombara.

**20.14.2. Second Infantry Division - Upper Nile:**

- a) Division Headquarters: Malakal town.
- b) Malakal Brigade Headquarters (+) two Inf Bns: Malakal town.
- c) Subunits deployment: Nasir, Bounj and Malut.
- d) Bentiu Brigade headquarters (+) Inf Bn: Bentiu town.
- e) Subunits deployment: Pariang, and Bor.

**20.14.3. Third Infantry Division - Bahr el Ghazal:**

- a) Division Headquarters: Wau town.
- b) Wau Brigade headquarters (+) two Inf Bns: Wau town.
- c) Subunits deployment: Tonj, Rumbek, and Shambe
- d) Aweil Brigade headquarters (+) two Inf Bns: Aweil town.
- e) Subunits deployment: Raja, Gogrial.
- f) Abyei Area Independent Battalion attached.

**20.14.4. Fourth Infantry Division - Southern Blue Nile:**

- a) Division Headquarters: Dindiro town.
- b) Dindiro Brigade headquarters (+) Bde Hqs (+) one Inf Bn: Dindiro.
- c) Subunits deployment: Kurmuk, Geizan, Ulu.
- d) Takamol Brigade headquarters (+) one Inf Bn: Takamol.
- e) Subunits deployment: Damazin, Umdarfa'a, Menza.

**20.14.5. Fifth Infantry Division - Nuba Mountains:**

- a) Division headquarters (+) one Inf Bn: Kadugli town.
- b) Kadugli Brigade headquarters: Heiban.
- c) Subunits deployment: Heiban, El Buram, Talodi.
- d) Deleng Brigade headquarters (+) one Inf Bn: Deleng town.
- e) Subunits deployment: Jebel Eried, Julud, Um Sirdibba.

**20.14.6. Khartoum Independent Brigade:**

There shall be one JIUs Brigade in Khartoum that shall be deployed with the Republican Guard in Soba. The VIP Protection Force is located according to the Presidential Unit, and Capital Security Force in Jebel Awlia'a.

20.14.7. The Parties agree that the JIUs shall protect the oilfields as provided in sub-section 20.14.2 and the oil installations shall be demilitarized. In case of any threat to the oil installations, the JDB shall decide on the appropriate and necessary measures.

## **21. Funding of the Armed Forces:**

21.1. During the Interim Period, SAF forces and JIUs shall be funded by the National Government, whereas the SPLA forces shall be funded by the Government of Southern Sudan, subject to the principle of proportional downsizing as per Security Arrangements Protocol and the approval of Southern Sudan Legislature. To meet this obligation, the Government of Southern Sudan shall raise financial resources from both local and foreign sources and seek international assistance. These financial resources shall be channeled through the Bank of Southern Sudan and managed according to the principles of Wealth Sharing Protocol.

21.2. The elected National Legislature during the Interim Period shall review and finally resolve the issue of the funding of the Sudan National Armed Forces (SNAF) so as to make unity of the Sudan an attractive choice in the referendum on self-determination by the people of Southern Sudan, and to create sound basis for the formation of the future army of the Sudan that shall be composed from the Sudanese Armed Forces (SAF) and the Sudan People's Liberation Army (SPLA) and the JIUs, should the result of referendum on self-determination confirm unity.

## **22. Policing Issues and Domestic Security**

22.1. In order to facilitate the removal and withdrawal of the military and paramilitary forces from areas where they were previously located and in order to return societal order and harmony, in accordance with the law, in compliance with national and international acceptable standards and with accountability to the Courts and civil Administration, the police at the appropriate level during the ceasefire shall:

22.1.1. Maintain law and public order;

- 22.1.2. Ensure safety and security of all people and their property;
  - 22.1.3. Prevent and detect crimes.
  - 22.1.4. Assist returning refugees, the displaced and other returnees to start a normal, stable and safe life in their respective communities;
  - 22.1.5. Provide national service ( such as nationality, civil registry, identity documents (IDs), passports etc.) and other police services and make them available to all citizens In their locations;
  - 22.1.6. Protect VIPs in collaboration with other security agencies;
  - 22.1.7. Preserve natural resources;
  - 22.1.8. Combat illicit trafficking in narcotics, drugs and illegal trade in firearms and other organized and transboundary crimes in the area;
  - 22.1.9. Control illegal presence and movement of aliens in the area;
  - 22.1.10. Collect data and information on criminal matters that threaten implementation of the peace agreement in the area.
  - 22.1.11. Remove the need for the deployment of military and para-military forces in villages, communities and city streets;
  - 22.1.12. Combat corruption at all levels of government and civil society; and
- 22.2. In order to strengthen the effective implementation of this Agreement, the National Police may assist, as required, other police at all levels to establish and promote police service at that level;
- 22.3. The police shall cooperate and participate in the entire process of ceasefire implementation;
- 22.4. The Parties agree that the police in the territorial jurisdiction of the ceasefire shall assume their normal functions and activities, particularly in the areas where military and para-military forces had previously assumed their functions;
- 22.5. The Parties call upon the international community to assist in the areas of training, establishment and capacity building of police and other law enforcement agencies for the sustenance of peace and rule of law;

- 22.6. The Parties recognize the need for cooperation and coordination mechanism between the national police and other law enforcement agencies at all levels with regards to the implementation of this Agreement.

## **PART THREE**

### **Demobilization, Disarmament, Re-Integration and Reconciliation**

#### **23. Objectives:**

- 23.1 The overarching objective of the DDR process is to contribute to creating an enabling environment to human security and to support post-peace-agreement social stabilization across the Sudan, particularly war affected areas.
- 23.2 The DDR programme shall take place within a comprehensive process of national reconciliation and healing through out the country as part of the peace and confidence building measures.

#### **24. Guiding Principles:**

- 24.1 In implementing the DDR programme the Parties agree that the implementing organs shall be guided by the following common principles:
- 24.2. The national ownership of the process and that the capabilities of the National Institutions shall be built to effectively lead the overall DDR process; for this purpose efficient planning, implementation and supervisory institutions shall be established to operate as soon as possible.
- 24.3. That the DDR process in the Sudan shall be led by recognized state institutions and international partners shall only play a supportive role to these institutions. The process shall be sustained through cooperation and coordination with local NGOs and active support from the international community by facilitating and extending material and technical assistance throughout the entire DDR process and the transition from war to peace.

- 24.4. That no DDR planning, management or implementation activity shall take place outside the framework of the recognized interim and permanent DDR institutions referred to in paragraphs 25.1 and 25.2. hereunder.
- 24.5. Fairness, transparency, equitability and consistency for determining the eligibility of ex-combatants targeted for assistance.
- 24.6. Ex-combatants shall be treated equitably irrespective of their previous military affiliations; as well, they shall be empowered by provision of training and information to voluntarily choose their path to reintegration. The reintegration process shall be community based and equally benefits returnees and local communities.
- 24.7. That the DDR is mostly a civilian process although the military input is vital. While disarmament and demobilization are mainly military, the civilian efforts in reintegration are paramount, particularly with reference to decisions of methodology and organization. The military will have input but the decisions and implementation of such programmes are the responsibility of the relevant institutions created for this purpose.
- 24.8. The DDR programme shall be gender sensitive and shall encourage the participation of the communities and the civil society organizations with the view to strengthening their capacities to play their role in improving and sustaining the social and economic reintegration of former combatants.
- 24.9. The demobilization of all child soldiers within six months of the signature of the Comprehensive Peace Agreement.
- 24.10. The identification and registration within six months from the signature of the Comprehensive Peace Agreement of all children separated from their families for family tracing and ultimate reunification;
- 24.11. UNICEF, ICRC and other international organizations are called upon to assist in the child component of the DDR in the Sudan;
- 24.12. That adequate financial and logistical support shall be mobilized by the international community including governments, governmental agencies, humanitarian organizations and non-governmental organizations (NGOs).

24.13. The observance of a high level of transparency and accountability with respect to the DDR programmes financial management.

24.14. The maintenance of an appropriate and optimal degree of flexibility to respond to the emerging needs on the ground in a timely manner.

## **25. DDR Institutions:**

25.1. To realize the best objective of the DDR process in the entire country, and to avoid any possibilities of relapsing into war, the Parties state their dedication to undertake timely steps to establish the following institutions to plan, manage and implement the DDR programmes:

25.1.1. The National DDR Coordination Council (NDDRCC), with the prime responsibility of policy formulation, oversight, review, coordination and evaluation of the progress of the Northern and Southern Sudan DDR commissions referred to in 25.1.2 hereunder. The NDDRCC shall be appointed by and accountable to the Presidency.

25.1.2. The Northern Sudan DDR Commission (NDDRC) and the Southern Sudan DDR Commission (SDDRC) shall be mandated to design, implement and manage the DDR process at the northern and southern sub-national levels respectively.

25.1.3. The State DDR commissions shall be entrusted with the responsibility of implementation of the programmes at the state and local levels.

25.2. Until the aforementioned institutions are established the Parties agree to put in place Interim DDR bodies to:

25.2.1. Act as bases for the future Sub-National DDR institutions established in 25.1 above.

25.2.2. Coordinate and prepare detailed DDR proposals.

25.2.3. Commence technical discussion with international donors and agencies regarding partnership and funding requirements and modalities for the DDR implementation programmes.

25.2.4. Coordinate with the UN-DPKO mission on issues pertaining to DDR.

25.2.5. Prepare draft operational proposals for DDR programmes.

25.2.6. Prepare to establish formal DDR capacity building

and facilitate training in DDR through seminars, workshops and study tours.

- 25.2.7. Coordinate joint DDR preparatory activities.
- 25.2.8. Prepare in collaboration with the international actors data collection, including socio-economic surveys in the areas where the DDR programmes will be implemented and undertake needs assessment to provide data on target groups.

## **26. Previous Contractual Obligations:**

Recognizing that both Parties have existing contractual arrangements with international organizations and agencies related to DDR, the Parties agree:

- 26.1. To commence a process of negotiations with these agencies and organizations to close down and transfer current DDR-related activities to the incoming DDR institutions.
- 26.2. That the interim DDR bodies shall undertake the task of leading and concluding these negotiations, and shoulder the operational responsibility of the activities thereafter.

## **27. Humanitarian and General Provisions**

27.1. Upon signature of the comprehensive peace agreement, the Parties shall:

- 27.1.1. exchange information on Missing in Action and shall trace them to their best efforts;
- 27.1.2. agree to lifting the state of emergency in the Sudan except in areas where conditions do not permit;

27.2. The Parties agree that the issue of the release of all civil political detainees as part of the confidence building measures, national healing and reconciliation process shall be discussed on and dealt with within the discussions on the implementation modalities.

27.3. Humanitarian law and civil and political rights shall be closely observed.

- 27.4. Collateral, secondary agreements and legislation shall not contradict this Agreement and shall be equally binding on the Parties.
- 27.5. The Parties shall call upon the governments at all levels, civil societal organizations, political forces, national NGOs and international community to assist and facilitate the reconciliation process at grass root levels.

**Annex 1: Assembly Areas**

| <b>SAF assembly points in Equatoria</b> |        |                        |                | <b>SPLA assembly points in Equatoria</b> |                        |
|---|--------|------------------------|----------------|--|------------------------|
| No.                                     | Sector | Assembly Area: Stage 1 | Assembly Area: | Assembly Area:                           | Assembly Area: Stage 2 |
|   |        |                        |                |  |                        |

|  |  |   |   |                           |            |
|--|--|---|---|---------------------------|------------|
|  |  |   | Stage 2                                   | Stage 1                   |            |
| 1.                                       | Rokon  | Rokon   | Rokon                                     | Jambo                     | Jambo      |
| 2.                                       | Terkaka  | a) Terkaka<br>b) Kaltok                                 | Terkaka                                   | Tendilo<br>Amadi          | Amadi      |
| 3.                                       | Bango  | Bango.  | Bango                                     | Lanya                     | Lanya      |
| 4.                                       | Southern   | Korki;  | Bango                                     | Rojo                      | Rojo       |
| 5.                                       | Sendiro  | a) Labonok;<br>b) Sindiro.                              | Sindiro                                   | Kit Bridge                | Kit Bridge |
| 6.                                       | Jebelain   | Nisito  | Nisito                                    | Magwe                     | Agoro      |
| 7.                                       | Leria  | Leria   | Nengala                                   | Kiyalla                   | Kiyalla    |
| 8.                                       | Nengala  | Nengala.  | Nengala                                   | Kidepo                    | Kidepo     |
| 9.                                       | Jumeza   | Jumeza  | Jumeza                                    | Nyore                     | Nyore      |
| 10.                                      | Bor  | Bor   | Bor                                       | Najero                    | Najero     |
| 11.                                      | Torit  | Torit   | Leria                                     |                           |            |
| 12.                                      | Juba<br>Sectors:<br>a) The<br>Central.<br>b) Northern.<br>c) Southern.<br>d) Eastern<br>e) Western | a) Juba HQs.<br>b) CCI (Juba<br>Airport).<br>c) Godalli |   |                           |            |
| <b>SAF assembly points in Upper Nile</b> |  |   | <b>SPLA assembly points in Upper Nile</b> |                           |            |
| No.                                      | Sector   | Assembly Area:<br>Stage 1                               | Assembly Area:<br>Stage 2                 | Assembly Area:<br>Stage 1 |            |
| 1.                                       | Bahr el Gabal:   |   |   |                           |            |

|  |  |  |   |   |
|--|--|--|---|---|
|  | a) Al Ganal;<br>b) Attar;<br>c) Fangak;<br>d) Tonja;<br>e) Adok el Bahar.                                | Al Ganal.<br>Attar.<br>Pam-Al-Zaraf.<br>Tonja.<br>Adok el Bahar. | Kadok<br>Tonja                            | Baidit.<br>Wathkec.<br>Maguok.<br>Molbok.<br>Maker.<br>Aboroc |
| 2.                                       | Sobat:<br>a) Al Nasir;<br>b) Olang;<br>c) Al Doma;<br>d) Glashek;<br>e) Adong And Balait;<br>f) Negdiar. | Al Nasir.<br>Adong.<br>Al Doma.<br>Al Doma.                      | Adong<br><br>Al Doma                      | Guffa.<br>Kariel.<br>Nimne.<br>Jaw.                           |
| 3.                                       | White Nile:<br>a) Detok;<br>b) Kadok;<br>c) Akoka;<br>d) Waushulik and Detang;<br>e) Warjok              | Kadok.<br>Kadok.<br>Kadok.<br>Malakal.<br><br>Lello.             | <br><br><br><br><br>Lello                 |   |
| 4.                                       | <b><u>Western Upper Nile:</u></b><br>Leer.   | a) Koj el Sharika  | Koj el Sharika                            |   |
| 5.                                       | Bentiu   | a) Niyaldio;<br>b) Bantiu.                                       | Robkona                                   |   |
| 6.                                       | Rabkona  | Rabkona  |   |   |
| 7.                                       | Rogat  | Rogat  | Heglig                                    |   |
| <b>SAF assembly points in Upper Nile</b> |  |  | <b>SPLA assembly points in Upper Nile</b> |   |
| 8.                                       | Wankai   | Wankai   |   |   |
| 9.                                       | Mayom  | Mayom  |   |   |
| 10.                                      | Tamr   | Tamr   |   |   |

|     |                                     |                  |         |  |
|-----|-------------------------------------|------------------|---------|--|
| 11. | Manga                               | Manga            |         |  |
| 12. | Tor                                 | Tor              | Tor     |  |
| 13. | Pariang                             | Pariang          |         |  |
| 14. | <b>Eastern Upper Nile:</b><br>Bonj. | Bonj.            | Jumam   |  |
| 15. | Adareil                             | Adareil          | Adareil |  |
| 16. | Jumam.                              | Jumam.           |         |  |
| 17. | Mallot.                             | Mallot.          | Mallot  |  |
| 18. | Falloj                              | Falloj           |         |  |
| 19. | Khor Adar Bridge                    | Khor Adar Bridge |         |  |
| 20. | Kaka el Tijaria                     | Kaka el Tijaria  |         |  |
| 21. | Renk                                | Renk             |         |  |
| 22. | Galhak                              | Galhak           | Galhak  |  |

| SAF assembly points in Bahr el Ghazal |        |          |                | SPLA assembly points in Bahr el Ghazal |          |         |
|---------------------------------------|--------|----------|----------------|--|----------|---------|
| No.                                   | Sector | Assembly | Assembly area: | Assembly                               | Assembly | Remarks |

|    |                | Area:<br>Stage 1 | Stage 2        | Area:<br>Stage 1   | Area:<br>Stage 2  |  |
|----|----------------|------------------|----------------|--|---|--|
| 1. | Wau            | Wau;             | Wau/Grinti.    | Tawtin<br>Pariak   | Tawtin  |  |
| 2. | Gogrial        | Kuajwok          | Kuajwok        | Akur   | Akur  |  |
| 3. | Aweil          | Aweil            | Aweil/Mathyang | Manyang  | Manyang   |  |
| 4. | Raja           | Raja             |                | Tonj   |   |  |
| 5. | Daim<br>Zubair | Daim<br>Zubair   | Boro el Bahar  | Wun Yiik.<br>Riang<br>awai.<br>Nyamlel<br>Awada.<br>Awarial<br>Ramshiel<br>Malau | Riang<br>awai<br>Awada<br>Nyamlel<br>Wun Yiik<br>Mapel<br>Ramshiel<br>Malau |  |

**Abyei:**

SAF Forces to be assembled in Abyei and the SPLA to be assembled in Gong Mabil.

| <b>SAF assembly points in Southern Blue Nile</b> |         |                                 |                           | <b>SPLA assembly points in Southern Blue Nile</b> |                                 |  |
|--|---------|---------------------------------|---------------------------|---|---------------------------------|--|
| No.  | Sector  | Assembly area:<br>Stage 1       | Assembly area:<br>Stage 2 | Assembly area:<br>Sage 1                          | Assembly area:<br>Stage 2       |  |
| 1.   | Giesan  | a) Bakori;<br>b) Balonsho;      | Bakori                    | Ulu.<br>Sali.<br>Ufud-<br>Shatiyo.                | Ulu<br><br>Sali<br>Ufud-Shatiyo |  |
| 2.   | Central | a) Dindiro;<br>b) Bulang.       | Dindiro                   |   |                                 |  |
| 3.   | Western | a) Wad<br>Abok;<br>b) El Salak. | Wad<br>Abok               |   |                                 |  |

**Eastern Sudan:** for the purpose of disengagement of forces and redeployment of SPLA, the SAF and SPLA assembly areas in the Eastern Sudan shall be determined by the UN monitoring mission



**Nuba Mountains Assembly Areas:**

Notwithstanding sub-section 10.1 of the Protocol on the Resolution of Conflict of Southern Kordofan and Blue Nile States and sub-section 18.6 of this agreement and as part of the Permanent Ceasefire Agreement and transition from war to peace, the Parties agree that SAF shall further reduce the deployment of its forces in Nuba Mountains to peace-time level and that both Parties shall create assembly areas for the purposes of the establishment of the JIUs within the Nuba Mountains.

**Annex 2 : Calendar and Timetable of Major Ceasefire Activities:**

M – Day date of issuance of Security Council Resolution which will include mandate (M – Day estimated to be D – Day + 14 days)

**Pre-interim Period:**

| <b>Major ceasefire activities<br/>(a)</b>   | <b>Proposed time<br/>(b)</b>                         | <b>Responsible Authority<br/>(c)</b>                            |
|---|--|---|
| 1. Entry into force of the ceasefire;   | Upon signature of comprehensive peace agreement.     | The two parties/<br>current monitoring teams.                   |
| 2. Submission of detailed lists of size, particulars and locations of all forces to current monitoring teams; | D- Day   |   |
| 3. Lifting of state of emergency in Ceasefire Zone.   | D-day  | The two parties/<br>current monitoring teams.<br>The Presidency |
|   | D-Day  |   |
| 4. Establishment of demining mechanism  | D-Day+ 72 hours                                      | The two parties   |
| 5. Announcement and dissemination of information on ceasefire.  | D-Day+ 72hours                                       | The two parties   |
| 6. Cessation of hostilities, including cessation of hostile propaganda.                                       | D-Day+ 72 hours                                      | The two parties   |
| 7. Establishment of Joint Media Committee.  | D-Day+72 hours                                       | The two parties   |
| 8. Establishment of Collaborative Committee.  | D-Day+ 15 days                                       | The two parties and the UN                                      |
| 9. Establishment of Incorporation and Reintegration Adhoc Committees.   | D-Day+ 15 days                                       | Each party  |
| 10. Release of POWs   | DD+ 30 days  | The parties and ICRC  |
| 11. Establishment of JDB  | D-Day+ 30 days                                       | The two parties   |
| 12. Establishment of CPC  | D-Day+ 30 days                                       | The two parties   |
| 13. Establishment of CJMC   | M-Day+30 days<br>Operational by<br>M – day + 45 days | The UN monitoring mission and the two parties                   |
| 14. Mobilization of international monitors and observers as well as mobilization of funds.                    | Starts M – Day + 30 days                             | The two parties + donors + UN                                   |
| <b>Major ceasefire activities</b>   | <b>Proposed time</b>                                 | <b>Responsible</b>  |

| <b>(a)</b>   | <b>(b)</b>  | <b>Authority<br/>(c)</b>                      |
|--|---|---|
| 15. Disengagement and separation of forces. (phase one)                                      | D-Day+ 30 days  | The two parties and the UN monitoring mission |
| 16. Establishment of National DDR Co-ordination Council and the two Sub-National Commissions | D-Day+ 30 days  | The two parties                               |
| 17. Deployment of UN monitoring mission  | Starts M-Day+ 30 days                                 | The UN  |
| 18. Establishment of AJMC and JMTs.  | Starts M-Day+75 days, operational by M – day + 90 day | The two parties and the UN                    |
| 19. Mandate of the current monitoring teams ends and UN verification and monitoring starts.  | M-Day+ 90 days  | The two parties The UN monitoring mission     |
| 20. Redeployment of SAF and SPLA as per section 18 of this Agreement.                        | D-Day+ 90 days  | The two parties and the UN monitoring         |
| 21. Deployment of JIUs in Khartoum/ Juba.  | D-Day+ 60 days  | The two parties                               |
| 22. Establishment of JIUs co-location and training   | D-Day+ 90 days  | The two parties                               |
| 23. Concentration of forces in agreed upon assembly areas.                                   | D-Day+ 90 days  | The two parties and the UN monitoring mission |

**First half of the Interim Period:**

| <b>Major ceasefire activities<br/>(a)</b>                                  | <b>Proposed time<br/>(b)</b> | <b>Responsible Authority<br/>(c)</b>   |
|--|------------------------------|--|
| 1. Deployment of JIUs to their different locations.                        | D-Day+ 9 months              | The two parties                        |
| 2. Completion of SPLA redeployment from Eastern Sudan                      | D-Day+12 months              | The SPLA and the UN monitoring mission |
| 3. Beginning of training of SPLA nominated personnel to JIUs service arms. | D-Day+12 months              | The two parties                        |

| <b>Major ceasefire activities<br/>(a)</b>  | <b>Proposed time<br/>(b)</b> | <b>Responsible<br/>Authority<br/>(c)</b>        |
|--|------------------------------|---|
| 4. Common doctrine and code of conduct.  | D-Day+12 months              | The two parties                                 |
| 5. Non-essentials (section 19) reinsertion and reintegration into civilian society | D-Day+ 12 months             | DDR and the two parties                         |
| 6. Completion of SPLA redeployment from Nuba Mountains and Southern Blue Nile      | D-Day+15 months              | The SPLA and the UN monitoring mission          |
| 7. Completion of SAF redeployment from south to North Sudan                        | D-Day+30 months              | The SAF and the UN monitoring mission           |
| 8. Continuation of DDR process   | continue                     | The two parties and international experts (DDR) |
| 9. Disarmament of non-military personnel   | Continue                     | The two parties and international experts (DDR) |
| 10. The UN verification and monitoring.  | Continue                     | The UN monitoring mission                       |
| 11. Establishment of the first Joint/Integrated service arms unit.                 | D-Day+36 months              | The two parties                                 |

### **Second half of the Interim Period:**

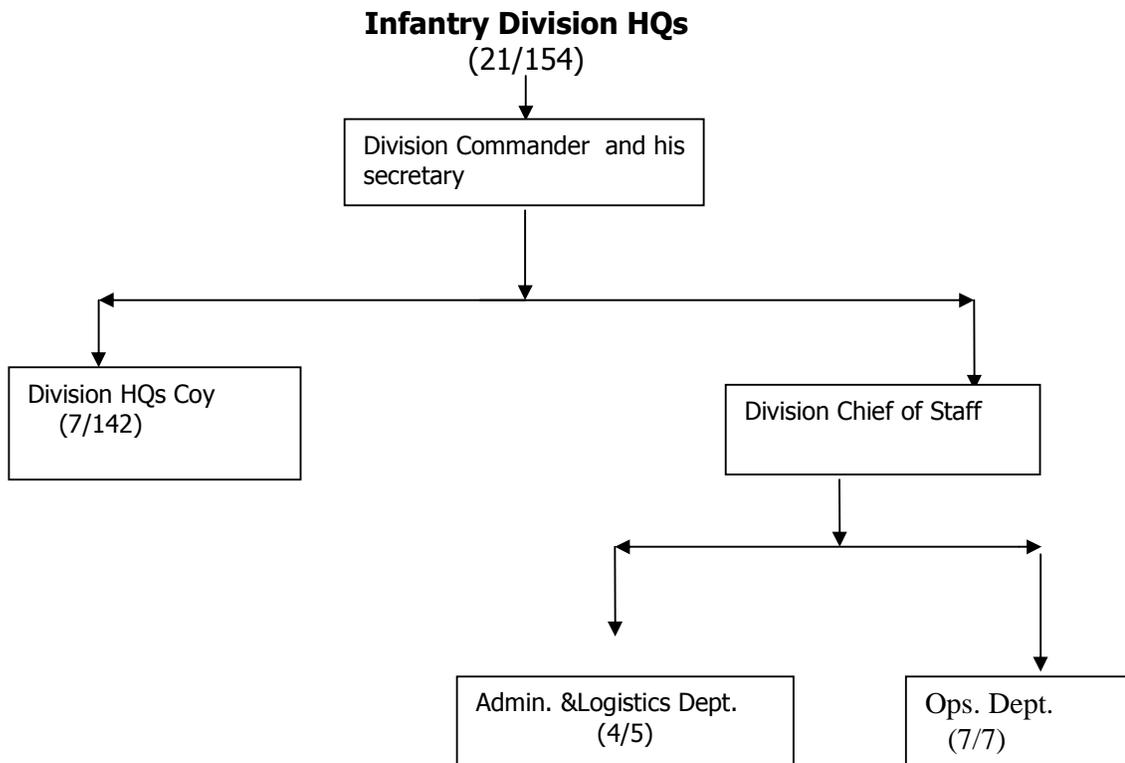
| <b>(a)</b>  | <b>(b)</b> | <b>(c)</b>      |
|---|------------|-----------------|
| 1. Continuation of DDR process  | Continue   | DDR             |
| 2. Continuation of training programmes  | Continue   | JlUs command    |
| 25. Continuation of establishment of JIUs Service Arms                                | Continue   | The two parties |
| 3. Development of ideas and modalities of transforming the JIUs into integrated ones. | starts     | The two parties |

| <b>(a)</b>  | <b>(b)</b>  | <b>(c)</b>      |
|---|---|-----------------|
| 4.Termination of UN Monitoring Mission              | D-day + 78 months.  | The two parties |
| 5.Extension of the mandate of UN Monitoring Mission | Depending on the recommendations of ex-post appraisal by the parties. | The two parties |

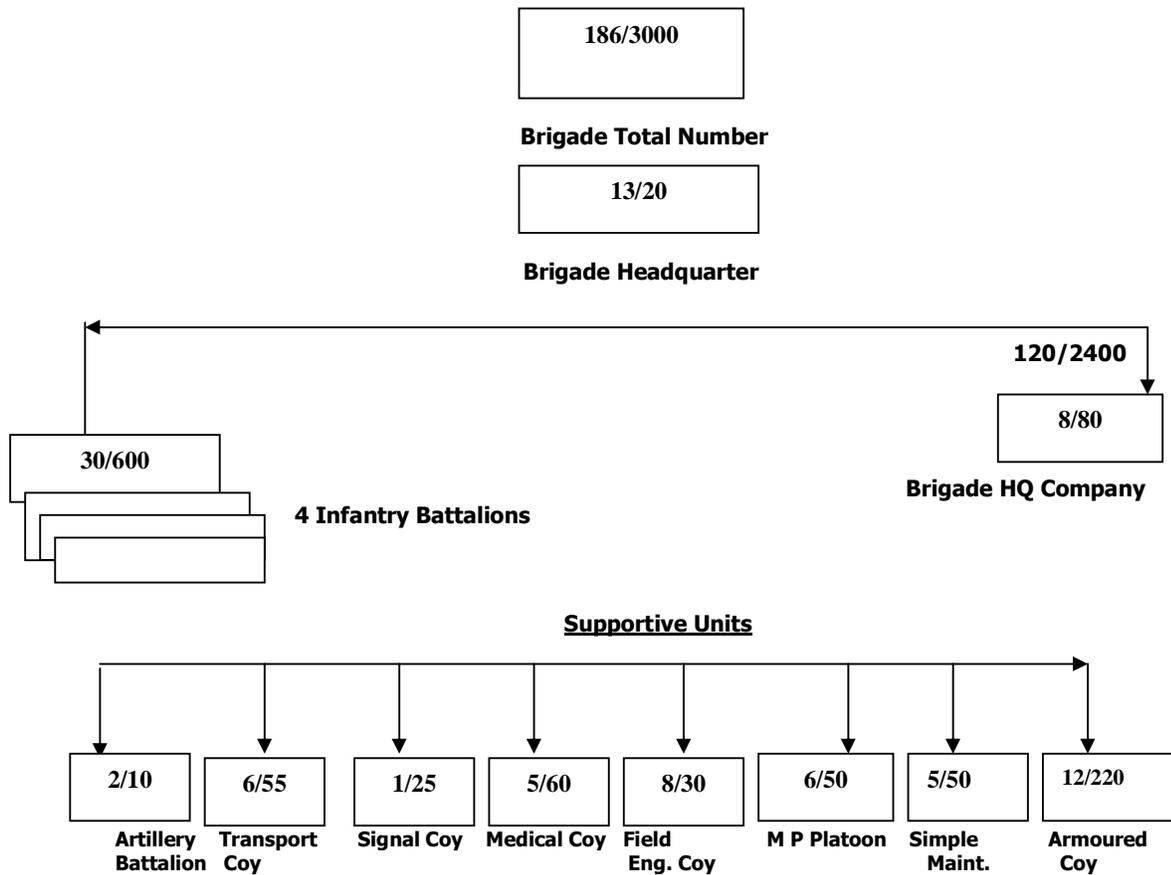
**Post Interim Period:**

| <b>(a)</b>   | <b>(b)</b>             | <b>(c)</b>      |
|--|------------------------|-----------------|
| 1. review of the situation   | Post interim +30days   | The two parties |
| 2. Formation of SNAF in case of unity confirmed or dissolution of JIUs in case of secession. | Post interim + 90 days | The two parties |

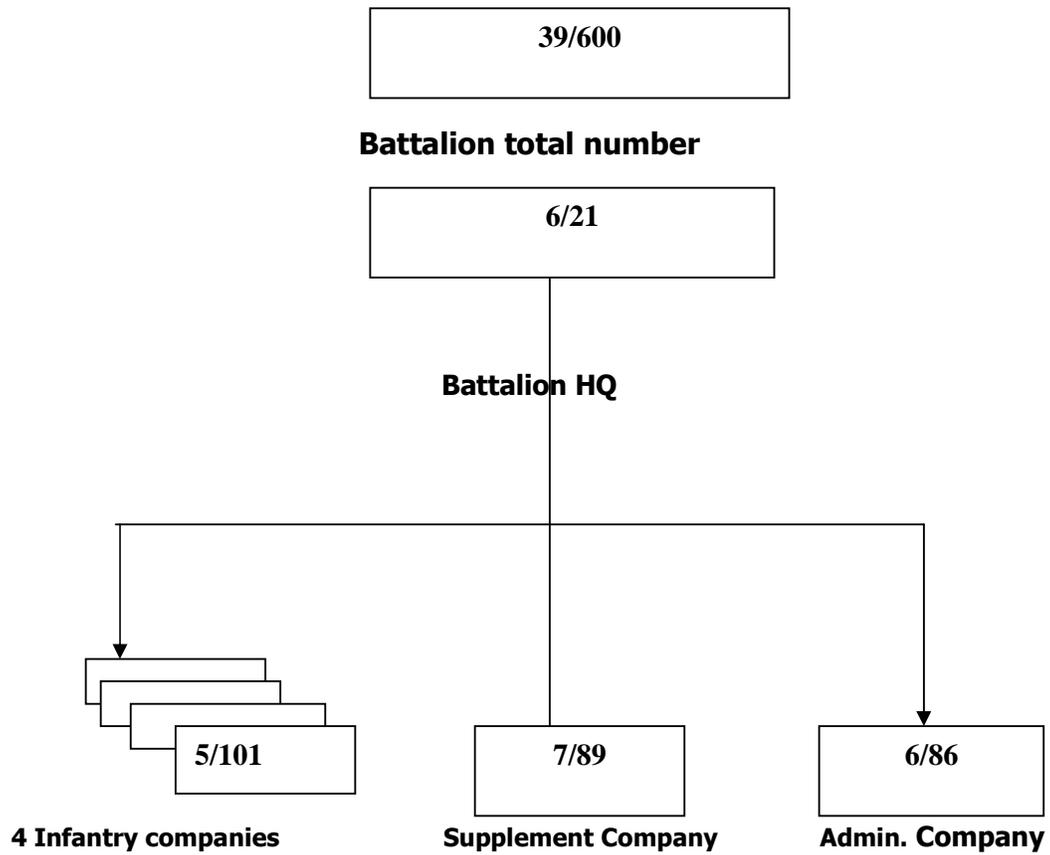
**Annex 3: Structure of Infantry Division, Brigade and Battalion**



## **BRIGADE STRUCTURE**



## **THE STRUCTURE OF INFANTRY BATTALION**



## The Structure of Infantry Battalion (NCOs and File)

| S/N | Rank                                      | Bn<br>HQs | Admin.<br>Coy | Support.<br>Coy | 1 <sup>st</sup><br>Coy | 2 <sup>nd</sup><br>Coy | 3 <sup>rd</sup><br>Coy | 4 <sup>th</sup><br>Coy | Total |
|-----|---|-----------|---------------|-----------------|------------------------|------------------------|------------------------|------------------------|-------|
| 1.  | Regiment<br>Sergeant<br>Major<br>Training | 1         | –             | –               | –                      | –                      | –                      | –                      | 1     |
| 2.  | RSM<br>Admin.                             | –         | 1             | –               | –                      | –                      | –                      | –                      | 1     |
| 3.  | RSM<br>Clerk                              | 1         | –             | –               | –                      | –                      | –                      | –                      | 1     |
| 4.  | RSM<br>Technic.                           | 1         | –             | –               | –                      | –                      | –                      | –                      | 1     |
| 5.  | Sergeant<br>Major<br>Admin.               | –         | 1             | –               | –                      | –                      | –                      | –                      | 1     |
| 6.  | Sergeant<br>Major<br>Clerk                | 1         | –             | –               | –                      | –                      | –                      | –                      | 1     |
| 7.  | Sergeant<br>Major<br>Technic.             | 1         | 3             | –               | –                      | –                      | –                      | –                      | 4     |
| 8.  | Ser. Maj.<br>Public<br>Servant            | 1         | 1             | 1               | 1                      | 1                      | 1                      | 1                      | 7     |
| 9.  | Admin.<br>Sergeant                        | 1         | 3             | 1               | 1                      | 1                      | 1                      | 1                      | 9     |
| 10. | Clerk<br>Sergeant                         | 1         | 1             | 1               | 1                      | 1                      | 1                      | 1                      | 7     |
| 11. | Technic.<br>Sergeant                      | 2         | 6             | –               | –                      | –                      | –                      | –                      | 8     |
| 12. | Public<br>Serv.<br>Sergeant               | 1         | 1             | 5               | 5                      | 5                      | 5                      | 5                      | 27    |
| 13. | Admin.<br>Corporal                        | –         | 3             | 1               | 1                      | 1                      | 1                      | 1                      | 8     |
| 14. | Clerk.<br>Corporal                        | 1         | 1             | 1               | 1                      | 1                      | 1                      | 1                      | 7     |

|            |                             |                   |                       |                         |                               |                               |                               |                               |              |
|------------|-----------------------------|-------------------|-----------------------|-------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|--------------|
| 15.        | Technic.<br>Corporal        | 2                 | 20                    | –                       | –                             | –                             | –                             | –                             | 22           |
| <b>S/N</b> | <b>Rank</b>                 | <b>Bn<br/>HQs</b> | <b>Admin.<br/>Coy</b> | <b>Support.<br/>Coy</b> | <b>1<sup>st</sup><br/>Coy</b> | <b>2<sup>nd</sup><br/>Coy</b> | <b>3<sup>rd</sup><br/>Coy</b> | <b>4<sup>th</sup><br/>Coy</b> | <b>Total</b> |
| 16.        | Public<br>Serv.<br>Corporal | 1                 | 2                     | 25                      | 25                            | 25                            | 25                            | 25                            | 128          |
| 17.        | Admin.<br>Lank<br>Corporal  | –                 | 3                     | –                       | –                             | –                             | –                             | –                             | 3            |
| 18.        | Private<br>Total            | 6<br>21           | 40<br>86              | 54<br>89                | 66<br>101                     | 66<br>101                     | 66<br>101                     | 66<br>101                     | 364<br>600   |