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**United Nations
and
South Sudan**

Agreement between the United Nations and the Government of the Republic of South Sudan concerning the status of the United Nations Interim Security Force for Abyei. New York, 20 November 2012

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**Organisation des Nations Unies
et
Soudan du Sud**

Accord entre l'Organisation des Nations Unies et le Gouvernement de la République du Soudan du Sud relatif au status de la Force intérimaire de sécurité des Nations Unies pour Abyei. New York, 20 novembre 2012

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[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT BETWEEN
THE UNITED NATIONS AND
THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN
CONCERNING THE STATUS OF THE
UNITED NATIONS INTERIM SECURITY FORCE FOR ABYEI**

I. DEFINITIONS

1. For the purpose of the present Agreement the following definitions shall apply:
 - (a) “UNISFA” means the United Nations Interim Security Force for Abyei (UNISFA), established by the Security Council in its resolution 1990 (2011) of 27 June 2011 pursuant to the request contained in the Agreement between the Government of the Republic of Sudan and the Sudan People’s Liberation Movement on Temporary Arrangements for the Administration and Security of the Abyei Area concluded at Addis Ababa, Ethiopia, on 20 June 2011 and which has its mandate as set forth in that resolution pursuant to that Agreement, and further expanded pursuant to Security Council resolution 2024 (2011), dated 14 December 2011, to include tasks requested in the Agreement between Government of Sudan and the Government of South Sudan on the Border Monitoring Support Mission, dated 30 July 2011. UNISFA shall consist of:
 - (i) the “Force Commander (Head of UNISFA)” appointed by the Secretary-General of the United Nations. Any reference to the Force Commander (Head of UNISFA) in this Agreement shall, except in paragraph 26, include any member of UNISFA to whom he or she delegates a specified function or authority;
 - (ii) a “civilian element” consisting of United Nations officials and of other persons assigned by the Secretary-General to assist the Force Commander (Head of UNISFA) in the implementation of UNISFA’s mandate or made available by participating States to serve as part of UNISFA;
 - (iii) a “military element” consisting of military personnel made available to UNISFA by participating States at the request of the Secretary-General;
 - (b) a “member of UNISFA” means the Force Commander (Head of UNISFA) and any member of the civilian or military elements;
 - (c) “the Government” means the Government of the Republic of South Sudan;

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- (d) “the Area” means the Abyei Area as defined by the Permanent Court of Arbitration;
- (e) “Area of Operation” means the Abyei Area as well as the Safe Demilitarized Border Zone (SDBZ) referred to in the Agreement on the Border Monitoring Support Mission between the Government of Sudan and the Government of South Sudan concluded at Addis, Ababa, Ethiopia, on 30 July 2011;
- (f) “Mission Area” means the Area of Operation and such locations in Sudan and South Sudan where UNISFA shall have established liaison offices, border mechanism sector headquarters and team sites, or logistic bases to support mandated activities in both countries;
- (g) a “participating State” means a State providing personnel, services, equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, to any of the above-mentioned elements of UNISFA. It is understood that pursuant to the Agreement between the Government of the Republic of Sudan and the Sudan People’s Liberation Movement on Temporary Arrangements for the Administration and Security of the Abyei Area concluded at Addis Ababa, Ethiopia, on 20 June 2011, military contingent personnel shall be provided by the Government of Ethiopia;
- (h) “the Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which the Republic of South Sudan intends to become a party;
- (i) “Contractors” means persons, other than members of UNISFA, engaged by the United Nations, including juridical as well as natural persons and their employees and sub-contractors, to perform services for UNISFA and/or to supply equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, in support of UNISFA activities. Such Contractors shall not be considered third party beneficiaries to this Agreement;
- (j) “vehicles” means civilian and military vehicles in use by the United Nations and operated by members of UNISFA, participating States or Contractors in support of UNISFA activities;
- (k) “vessels” means civilian and military vessels in use by the United Nations and operated by members of UNISFA, participating States or Contractors in support of UNISFA activities;

(l) “aircraft” means civilian and military aircraft in use by the United Nations and operated by members of UNISFA, participating States or Contractors in support of UNISFA activities.

II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to UNISFA or any member thereof or to Contractors shall apply in the Area and, as necessary for the fulfillment of its activities related to its mandate, elsewhere in South Sudan.

III. APPLICATION OF THE CONVENTION

3. UNISFA, its property, funds and assets and its members, including the Force Commander (Head of UNISFA), shall enjoy the privileges and immunities specified in the present Agreement as well as those provided for in the Convention.

4. Article II of the Convention, which applies to UNISFA, shall also apply to the property, funds and assets of participating States used in connection with UNISFA.

IV. STATUS OF UNISFA

5. UNISFA and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present arrangements. UNISFA and its members shall respect all local laws and regulations and shall refrain from any conduct that is offensive to local customs and values. The Force Commander (Head of UNISFA) shall take all appropriate measures to ensure the observance of these obligations.

6. Without prejudice to the mandate of UNISFA and its international status:

(a) the United Nations shall ensure that UNISFA shall conduct its operations with full respect for the principles and rules of the international conventions applicable to the conduct of military personnel. These international conventions include the four Geneva Conventions of 12 August 1949 and their Additional Protocols of 8 June 1977 and the UNESCO Convention of 14 May 1954 for the Protection of Cultural Property in the Event of Armed Conflict;

(b) the Government undertakes to treat at all times the military personnel of UNISFA with full respect for the principles and rules of the international conventions applicable to the treatment of military personnel. These international conventions include the four Geneva Conventions of 12 August 1949 and their Additional Protocols of 8 June 1977.

UNISFA and the Government shall accordingly ensure that members of their respective military personnel are fully acquainted with the principles and rules of the above-mentioned international instruments.

7. The Government undertakes to respect the international nature of UNISFA.

United Nations flag, markings and identification

8. The Government recognizes the right of UNISFA to display within the Area the United Nations flag on its headquarters, camps or other premises, vehicles, vessels and otherwise as decided by the Force Commander (Head of UNISFA). Other flags or pennants may be displayed only in exceptional cases in consultation with the Government.

9. Vehicles, vessels and aircraft of UNISFA shall carry a distinctive UNISFA and/or United Nations identification, which shall be notified to the Government.

Communications

10. UNISFA shall enjoy the facilities in respect to communications provided in Article III of the Convention. Issues with respect to communications which may arise and which are not specifically provided for in the present Agreement shall be dealt with pursuant to the relevant provisions of the Convention, the International Telecommunications Convention and applicable national regulations consistent therewith as promulgated and specifically notified to UNISFA by the Government.

11. Subject to the provisions of paragraph 10:

(a) UNISFA shall have the right to disseminate information in the Mission Area in the Mission Area through official printed materials and publications relating to its mandated activities in support of the implementation of the 20 June and 30 July 2011 Agreements.

(b) UNISFA shall have the right to install and operate radio sending and receiving stations, as well as satellite systems, in order to connect appropriate points within the Area of Operations with each other and with United Nations offices in Sudan, South Sudan and in other countries, and to exchange telephone,

voice, facsimile and other electronic data with the United Nations global telecommunications network. Such telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations. The frequencies on which such services may operate shall be decided upon in cooperation with the Government. If no decision has been reached fifteen (15) working days after the matter has been raised by UNISFA with the Government, the Government shall immediately allocate suitable frequencies to UNISFA for this purpose. UNISFA shall be exempt from any taxes on and fees for the allocation of frequencies for this purpose, as well as from any taxes on or fees for their use.

(c) UNISFA shall enjoy, within the Area and within South Sudan, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of UNISFA, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The Government shall, within fifteen (15) working days of being so requested by the UNISFA, allocate suitable frequencies to UNISFA for this purpose. UNISFA shall be exempt from any taxes on and fees for the allocation of frequencies for this purpose, as well as from any taxes on or fees for their use. Connections with the local system of telephone, facsimile and other electronic data may be made only after consultation and in accordance with arrangements with the Government. Use of the local system of telephone, facsimile and other electronic data shall be charged at the most favourable rate.

(d) UNISFA may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNISFA. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of UNISFA or its members. In the event that postal arrangements applying to private mail of members of UNISFA are extended to transfer of currency or the transport of packages and parcels, the conditions under which such operations are conducted shall be agreed with the Government.

Travel and transport

12. UNISFA, its members and Contractors, together with their property, equipment, provisions, supplies, materials and other goods, including spare parts, as well as vehicles, vessels and aircraft, including the vehicles, vessels and aircraft of Contractors used exclusively in the performance of their services for UNISFA, shall enjoy full and unrestricted freedom of movement without delay throughout South Sudan by the most direct route possible, and as deemed necessary for UNISFA's operations, without the

need for travel permits or prior authorization, except in the case of movements by air, which will comply with International Civil Aviation Organization (ICAO) safety regulations and the customary procedural requirements for flight planning and operations within the airspace of South Sudan as promulgated and specifically notified to UNISFA by the Civil Aviation Authority of South Sudan. This freedom shall, with respect to large movements of personnel, stores, vehicles or aircraft through airports or on railways or roads used for general traffic within the Area or within South Sudan, be coordinated with the Government. Notwithstanding the foregoing, medical evacuation and other emergency flights shall be given prompt clearance and shall in any event be entitled to proceed as soon as the relevant authorities of the Government have been notified, and the Government shall ensure the safe conduct of such flights within its airspace and in the airspace over the Area. Medical evacuation and other emergency travel by road or waterway shall be given similar priority and the Government shall assure its safe conduct. The Government shall, where necessary, provide UNISFA with maps and other information, including maps of and information on the location of minefields and other dangers and impediments, which may be useful in facilitating UNISFA's movements and ensuring the safety and security of its members.

13. Vehicles and vessels shall not be subject to licensing by the Government, provided that they shall carry third party insurance.

14. UNISFA and its members and Contractors, together with vehicles, vessels and aircraft, including vehicles, vessels and aircraft of Contractors used exclusively in the performance of their services for UNISFA, may use roads, bridges, rivers, canals and other waters, port facilities, airfields and airspace without the payment of any form of monetary contributions, dues, tolls, user fees, airport taxes, parking fees, overflight fees, port fees or charges, including wharfage and compulsory pilotage charges. However, UNISFA and its Contractors will not claim exemption from charges which are in fact charges for services rendered, it being understood that such charges shall be charged at the most favourable rates.

Privileges and immunities of UNISFA

15. UNISFA, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. The provisions of Article II of the Convention which apply to UNISFA shall also apply to the property, funds and assets of participating States used in the Area or elsewhere in South Sudan in connection with the national contingents serving in UNISFA, as provided for in paragraph 4 of the present Agreement. The Government recognizes in particular:

- (a) The right of UNISFA, as well as of Contractors, to import, by the most convenient and direct route by sea, land or air, free of duty, taxes, fees and charges and free of other prohibitions and restrictions, equipment, provisions, supplies,

fuel, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of UNISFA or for resale in the commissaries provided for below. For this purpose, the Government agrees expeditiously to establish, at the request of UNISFA, temporary customs clearance facilities for UNISFA at locations in South Sudan convenient for UNISFA not previously designated as official ports of entry for South Sudan;

(b) The right of UNISFA to establish, maintain and operate commissaries at its headquarters, camps and posts for the benefit of the members of UNISFA, but not of locally recruited personnel. Such commissaries may provide goods of a consumable nature and other articles to be specified in advance. The Force Commander (Head of UNISFA) shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than members of UNISFA and shall give due consideration to observations or requests of the Government concerning the operation of the commissaries;

(c) The right of UNISFA, as well as of Contractors, to clear ex customs and excise warehouse, free of duty, taxes, fees and charges and free of other prohibitions and restrictions, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of UNISFA or for resale in the commissaries provided for above;

(d) The right of UNISFA, as well as of Contractors, to re-export or otherwise dispose of such property and equipment, including spare parts and means of transport, as far as they are still usable, and all unconsumed provisions, supplies, materials, fuel and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of South Sudan or to an entity nominated by the Government.

To the end that such importation, clearances, transfer or exportation may be effected with the least possible delay, a mutually satisfactory procedure, including documentation, shall be agreed between UNISFA and the Government at the earliest possible date.

V. FACILITIES FOR UNISFA AND ITS CONTRACTORS

Premises required for conducting the operational and administrative activities of UNISFA

16. The Government shall, where possible, provide without cost to UNISFA and in agreement with the Force Commander (Head of UNISFA) for as long as may be required such areas for headquarters, camps or other premises as may be necessary for the conduct

of the operational and administrative activities of UNISFA, including the establishment of the necessary facilities for maintaining communications in accordance with paragraph 11. Such premises shall be inviolable and subject to the exclusive control and authority of the United Nations. The Government shall guarantee unimpeded access to such United Nations premises. Without prejudice to the mandate of UNISFA, the Force Commander shall not permit the premises to become a refuge for persons seeking to avoid arrest under the law of South Sudan for crimes that they are alleged to have committed and evidence of which has been provided to the Force Commander by the relevant national authorities.

17. The Government undertakes to assist UNISFA in obtaining and making available, where applicable, water, sewerage, electricity and other facilities free of charge, or, where this is not possible, at the most favourable rate, and free of taxes, fees and duties. Where such utilities or facilities are not provided free of charge, payment shall be made by UNISFA on terms to be agreed with the competent authority. UNISFA shall be responsible for the maintenance and upkeep of facilities so provided. In the event of interruption or threatened interruption of service, the Government undertakes to give, as far as is within its powers, the same priority to the needs of UNISFA as to essential government services.

18. UNISFA shall have the right, where necessary, to generate, within its premises, electricity for its use and to transmit and distribute such electricity.

19. The United Nations alone may consent to the entry of any government officials or of any other person who are not members of UNISFA to such premises.

Provisions, supplies and services, and sanitary arrangements

20. The Government agrees to grant promptly, upon presentation by UNISFA or by Contractors of a bill of lading, airway bill, cargo manifest or packing list, all necessary authorizations, permits and licenses required for the import of equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, used in support of UNISFA, including in respect of import by Contractors, free of any restrictions and without the payment of monetary contributions or duties, fees, charges or taxes, including value-added tax. The Government likewise agrees to grant promptly all necessary authorizations, permits and licenses required for the purchase or export of such goods, including in respect of purchase or export by Contractors, free of any restrictions and without the payment of monetary contributions, duties, fees, charges or taxes.

21. The Government undertakes to assist UNISFA as far as possible in obtaining equipment, provisions, supplies, fuel, materials and other goods and services from local sources required for its subsistence and operations. In respect of equipment, provisions, supplies, fuel, materials and other goods and services purchased locally by UNISFA or

by Contractors for the official and exclusive use of UNISFA, the Government shall make appropriate administrative arrangements for the remission or return of any excise, tax or monetary contribution payable as part of the price. The Government shall exempt UNISFA and Contractors from general sales taxes in respect of all local purchases for official use. In making purchases on the local market, UNISFA shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

22. For the proper performance of the services provided by Contractors in support of UNISFA, other than South Sudan nationals residing in South Sudan, the Government agrees to provide Contractors with facilities for their entry into and departure from South Sudan, without delay or hindrance, and for their residence in the Area or if necessary elsewhere in South Sudan, as well as for their repatriation in time of crisis. For this purpose, the Government shall promptly issue to Contractors, free of charge and without any restrictions, all necessary visas, licenses, permits and registrations. Contractors, other than South Sudan nationals resident in South Sudan, shall be accorded exemption from taxes and monetary contributions in South Sudan on services, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, provided to UNISFA, including corporate, income, social security and other similar taxes arising directly from or related directly to the provision of such services or goods.

23. UNISFA and the Government shall co-operate with respect to sanitary services and shall extend to each other their fullest cooperation in matters concerning health, particularly with respect to the control of communicable diseases and the protection of the local environment, in accordance with international conventions.

Recruitment of local personnel

24. UNISFA may recruit locally such personnel as it requires. Upon the request of the Force Commander (Head of UNISFA), the Government undertakes to facilitate the recruitment of qualified local staff by UNISFA and to accelerate the process of such recruitment. Without prejudice to UNISFA's right to recruit such local personnel as it requires in accordance with the United Nations Staff Regulations and Rules as well as relevant United Nations policies and procedures, in the event the alleged activities of such personnel pose serious concerns for the Governments of Sudan and South Sudan, UNISFA and the two Governments as far as the implementation of the 20 June agreement is concerned, and UNISFA and the Government of Sudan, as far as the implementation of the 30 July agreement is concerned, shall cooperate in a spirit of good faith and partnership to address such concerns when they are supported by evidence.

Currency

25. The Government undertakes to make available to UNISFA and to Contractors, against reimbursement in mutually acceptable currency, local currency required for the use of UNISFA, including the pay of its members, at the rate of exchange most favourable to UNISFA and Contractors. UNISFA and Contractors may only exchange foreign currency in South Sudan through authorized foreign currency channels.

VI. STATUS OF THE MEMBERS OF UNISFA

Privileges and immunities

26. The Force Commander (Head of UNISFA), the Head of the Police and such high-ranking members of UNISFA as may be agreed upon with the Government shall have the status specified in Sections 19 and 27 of the Convention, provided that the privileges and immunities therein referred to shall be those accorded to diplomatic envoys by international law.

27. Officials of the United Nations assigned to the civilian element to serve with UNISFA, remain officials of the United Nations entitled to the privileges and immunities of Articles V and VII of the Convention. United Nations Volunteers assigned to serve in UNISFA shall similarly enjoy the privileges and immunities accorded to United Nations officials.

28. Military observers, military liaison officers, United Nations civilian police and civilian personnel other than United Nations officials whose names are for that purpose notified to the Government by the Force Commander (Head of UNISFA) shall be considered as experts on mission within the meaning of Article VI of the Convention.

29. Military personnel of national contingents assigned to the military element of UNISFA shall have the privileges and immunities specifically provided for in the present Agreement.

30. Locally recruited personnel of UNISFA shall enjoy the immunities concerning official acts and exemption from taxation and immunity from national service obligations provided for in Sections 18 (a), (b) and (c) of the Convention. UNISFA agrees to coordinate with the Government with a view to the deferral of any national service obligations of locally recruited personnel of UNISFA during the period of their employment. UNISFA shall accordingly notify the Government when such employment begins and ends.

31. Members of UNISFA shall be exempt from taxation on the pay and emoluments received from the United Nations or from a participating State and any income received from outside South Sudan. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

32. Members of UNISFA shall have the right to import free of duty their personal effects in connection with their arrival in the Area. They shall, as applicable, be subject to the laws and regulations of South Sudan governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in the Area with UNISFA. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of UNISFA, including the military element, upon prior written notification. On departure from South Sudan, members of UNISFA may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Force Commander (Head of UNISFA) certifies were received in pay and emoluments from the United Nations or from a participating State and are a reasonable residue thereof. Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of UNISFA.

33. The Force Commander (Head of UNISFA) shall cooperate with the Government and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of South Sudan, as applicable, by the members of UNISFA, in accordance with the present Agreement.

Entry, residence and departure

34. The Force Commander (Head of UNISFA) and members of UNISFA shall, whenever so required by the Force Commander (Head of UNISFA), have the right to enter into, reside in and depart from UNISFA's Mission Area through official points of entry in Sudan and South Sudan.

35. The Government undertakes to facilitate the entry into and departure from South Sudan, without delay or hindrance, of the Force Commander (Head of UNISFA) and members of UNISFA and shall be kept informed of such movement. For that purpose, upon the request of UNISFA, the Government shall issue without delay and free of charge, multiple entry visas to the Force Commander (Head of UNISFA) and officials of the United Nations assigned to the civilian component of UNISFA, United Nations Volunteers, military observers, military liaison officers, military staff officers, United Nations civilian police and contractors. These visas shall be issued either at a South Sudanese Embassy abroad or upon arrival in South Sudan and shall be issued in a document recognized for international travel, such as a national passport, a United Nations laissez-passer or similar document issued by a competent authority. The Force Commander and members of UNISFA shall be exempt from immigration restrictions and from payment of any fees

or charges on entering into or departing from South Sudan. They shall also be exempt from any regulations governing the residence of aliens in South Sudan, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in South Sudan.

36. For the purpose of such entry or departure into South Sudan, military contingent members of UNISFA shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Force Commander (Head of UNISFA) or any appropriate authority of a participating State; and (b) a personal identity card issued in accordance with paragraph 37 of the present Agreement.

Identification

37. The Force Commander (Head of UNISFA) shall issue to each member of UNISFA before or as soon as possible after such member's first entry into the Area, as well as to all locally recruited personnel and Contractors, a numbered identity card, showing the bearer's name and photograph. Except as provided for in paragraph 36 of the present Agreement, such identity card shall be the only document required of a member of UNISFA.

38. Members of UNISFA as well as locally recruited personnel and Contractors shall be required to present, but not to surrender, their UNISFA identity cards upon demand by the appropriate officials.

Uniforms and arms

39. Military members and United Nations military observers, United Nations military liaison officers and civilian police of UNISFA shall wear, while performing official duties, the national military or police uniform of their respective States with standard United Nations accoutrements. United Nations security officers and Field Service officers may wear the United Nations uniform. The wearing of civilian dress by the above-mentioned members of UNISFA may be authorized by the Force Commander (Head of UNISFA) at other times. Military members, military observers, and civilian police of UNISFA, United Nations Security Officers and United Nations close protection officers designated by the Force Commander (Head of UNISFA) may possess and carry arms, ammunition and other items of military equipment, including global positioning devices, while on official duty in accordance with their orders. Those carrying weapons while on official duty other than those undertaking close protection duties must be in uniform at that time.

Permits and licenses

40. The Government agrees to accept as valid, without tax or fee, a permit issued by the Force Commander (Head of UNISFA) for the operation by any member of UNISFA, including locally recruited personnel, of any UNISFA vehicles and for the practice of any profession or occupation in connection with the functioning of UNISFA, provided that no permit to drive a vehicle shall be issued to any person who is not already in possession of an appropriate and valid license.

41. The Government agrees to accept as valid, and where necessary promptly to validate, free of charge and without any restrictions, licenses and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels, including those operated by Contractors exclusively for UNISFA. Without prejudice to the foregoing, the Government further agrees to grant promptly, free of charge and without any restrictions, necessary authorizations, licenses and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels. In this connection, aircraft will comply with national civil aviation regulations of South Sudan which have been notified in advance to the extent such regulations are consistent with relevant regulations of the International Civil Aviation Organization.

42. Without prejudice to the provisions of paragraph 39, the Government further agrees to accept as valid, without tax or fee, permits issued by the Force Commander (Head of UNISFA) to members of UNISFA for the carrying or use of firearms or ammunition in connection with the functioning of UNISFA.

Military police, arrest and transfer of custody, and mutual assistance

43. The Force Commander (Head of UNISFA) shall take all appropriate measures to ensure the maintenance of discipline and good order among members of UNISFA, including locally recruited personnel. To this end, personnel designated by the Force Commander (Head of UNISFA) shall police the premises of UNISFA and areas where its members are deployed. Elsewhere, such personnel shall be employed only subject to arrangements with the Government and in liaison with each of them in so far as such employment is necessary to maintain discipline and order among members of UNISFA.

44. The military police of UNISFA shall have the power of arrest over the military members of UNISFA. Military personnel placed under arrest outside their own contingent areas shall be transferred to the Force Commander (Head of UNISFA) for appropriate disciplinary action. The personnel mentioned in paragraph 43 above may take into custody any other person on the premises of UNISFA. Such other person shall be delivered immediately to the nearest appropriate official for the purpose of dealing with any offence or disturbance on such premises.

45. Subject to the provisions of paragraphs 26 and 28, officials of the Government may take into custody any member of UNISFA:

- (a) When so requested by the Force Commander (Head of UNISFA); or
- (b) When such a member of UNISFA is apprehended in the commission or attempted commission of a criminal offence, such person shall be delivered immediately, together with any weapons or other item seized, to the nearest appropriate representative of UNISFA, whereafter the provisions of paragraph 51 shall apply *mutatis mutandis*.

46. When a person is taken into custody under paragraph 44 or paragraph 45 (b), UNISFA or the Government, as the case may be, may make a preliminary interrogation, but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

47. UNISFA shall in accordance with Section 21 of the Convention cooperate at all times with the appropriate authorities of the Government in order to facilitate the proper administration of justice. UNISFA and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return on the terms specified by the authority delivering them. Each party shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 44 to 46.

Safety and security

48. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel are applied to and in respect of UNISFA, its members and associated personnel and their equipment and premises. In particular:

- (a) the Government shall take all appropriate measures to ensure the safety, security and freedom of movement of UNISFA, its members and associated personnel and their property and assets. They shall take all appropriate steps to protect members of UNISFA and its associated personnel and their equipment and premises from attack or any action that prevents them from discharging their mandate. This is without prejudice to the fact that all premises of UNISFA are inviolable and subject to the exclusive control and authority of the United Nations;

(b) if members of UNISFA or its associated personnel are captured, detained or taken hostage in the course of the performance of their duties and their identification has been established, they shall not be subjected to interrogation and they shall be promptly released and returned to United Nations or other appropriate authorities. Pending their release such personnel shall be treated in accordance with universally recognized standards of human rights and the principles and spirit of the Geneva Conventions of 1949;

(c) the Government agrees to take the necessary steps to ensure the prosecution and punishment of the following crimes under their national laws and to make them punishable by appropriate penalties, taking into account their grave nature:

(i) a murder, kidnapping or other attack upon the person or liberty of any member of UNISFA or its associated personnel;

(ii) a violent attack upon the official premises, the private accommodation or the means of transportation of any member of UNISFA or its associated personnel likely to endanger his or her person or liberty;

(iii) a threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;

(iv) an attempt to commit any such attack; and

(v) an act constituting participation as an accomplice in any such attack, or in an attempt to commit such attack, or in organizing or ordering others to commit such attack;

(d) the Government shall establish their jurisdiction over the crimes set out in paragraph 48 (iii) above:

(i) when the crime was committed in the Area or on the territory of South Sudan;

(ii) when the alleged offender is a national of South Sudan; or

(iii) when the alleged offender, other than a member of UNISFA, is present in the Area or in the territory of South Sudan,

unless the Government has extradited such a person to the State on whose territory the crime was committed, or to the State of his or her nationality, or to the State of his or her habitual residence if he or she is a stateless person, or to the State of the nationality of the victim;

(e) the Government shall ensure the prosecution, without exception and without delay, of persons accused of acts described in paragraph 48 (iii) above who are present in the territory of South Sudan, as well as those persons that are subject to its criminal jurisdiction who are accused of other acts in relation to UNISFA or its members or associated personnel which, if committed in relation to the forces of the Government or against the local civilian population, would have rendered such acts liable to prosecution.

49. Upon the request of the Force Commander (Head of UNISFA), the Government shall provide such security as necessary to protect UNISFA, its members and associated personnel and their equipment during the exercise of their functions. In that connection, the Force Commander shall coordinate closely with the national authorities.

Jurisdiction

50. All members of UNISFA, including locally recruited personnel, shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity, and for that purpose, such immunity shall continue even after they cease to be members of or employed by or for UNISFA and after the expiration of the other provisions of the present Agreement.

51. Should the Government consider that any member of UNISFA has committed a criminal offence, it shall promptly inform the Force Commander (Head of UNISFA) and present to him any evidence available to it. Subject to the provisions of paragraph 26:

(a) if the accused person is a member of the civilian element, the Force Commander (Head of UNISFA) shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agreement the question shall be resolved as provided in paragraph 57 of the present Agreement. In the event that criminal proceedings are instituted in South Sudan in accordance with the present Agreement, the relevant courts and authorities shall ensure that the member of UNISFA concerned is brought to trial and tried in accordance with international standards of justice, fairness and due process of law, as set out in the International Covenant on Civil and Political Rights, to which South Sudan intends to be a Party;

(b) military contingent members of UNISFA shall be subject to the exclusive jurisdiction of the troop contributing State in respect of any criminal offences which may be committed by them in the Area or elsewhere in South Sudan.

52. If any civil proceeding is instituted against a member of UNISFA before any court of South Sudan, the Force Commander (Head of UNISFA) shall be notified immediately and he shall certify to the court whether or not the proceeding is related to the official duties of such member:

(a) if the Force Commander (Head of UNISFA) certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 55 of the present Agreement shall apply;

(b) if the Force Commander (Head of UNISFA) certifies that the proceeding is not related to official duties, the proceeding may continue. In that event, the courts and authorities of South Sudan shall grant the member of UNISFA concerned sufficient opportunity to safeguard his or her rights in accordance with due process of law. If the Force Commander (Head of UNISFA) certifies that a member of UNISFA is unable, because of his or her official duties or authorized absence, to protect his or her interests in the proceeding, the court shall, at the defendant's request, suspend the proceeding until the elimination of the disability, but for no more than ninety (90) days. Property of a member of UNISFA that is certified by the Force Commander (Head of UNISFA) to be needed by the defendant for the fulfillment of his or her official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of UNISFA shall not be restricted in a civil proceeding, whether to enforce a judgement, decision or order, to compel an oath or for any other reason.

Deceased members

53. The Force Commander (Head of UNISFA) or the Secretary-General of the United Nations shall have the right to take charge of and dispose of the body of a member of UNISFA who dies in the Area or in South Sudan, as well as that member's personal property located within the Area or South Sudan, in accordance with United Nations procedures. Such action shall be coordinated with the Government, as appropriate.

VII. LIMITATION OF LIABILITY OF THE UNITED NATIONS

54. Third party claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to UNISFA, except for those arising from operational necessity, and which cannot be settled through the internal procedures of the United Nations, shall be settled by the United Nations in the manner provided for in paragraph 55 of the present Agreement, provided that the claim is submitted within six (6) months following the occurrence of the loss, damage or injury or, if the claimant did not know or could not reasonably have known of such loss or injury, within six (6) months from the time he or she had discovered the loss or injury, but in any event not

later than one year after the termination of the mandate of the operation. Upon determination of liability as provided in this Agreement, the United Nations shall pay compensation within such financial limitations as have been approved by the General Assembly in its resolution 52/247 of 26 June 1998.

VIII. SETTLEMENT OF DISPUTES

55. Except as provided in paragraph 57, any dispute or claim of a private law character, not resulting from the operational necessity of UNISFA, to which UNISFA or any member thereof is a party and over which the courts of South Sudan do not have jurisdiction because of any provision of the present Agreement shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within thirty (30) days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty (30) days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final. The awards of the commission shall be notified to the parties and, if against a member of UNISFA, the Force Commander (Head of UNISFA) or the Secretary-General of the United Nations shall use his or her best endeavours to ensure compliance.

56. Disputes concerning the terms of employment and conditions of service of locally recruited staff members shall be settled by the administrative procedures to be established by the Force Commander (Head of UNISFA), in accordance with the relevant provisions of the United Nations Staff Regulations and Rules then in force. Disputes concerning the terms of service of other personnel engaged locally, such as individual contractors, shall be settled in accordance with the terms specified in their contracts, including arbitration where applicable.

57. All other disputes between UNISFA and the Government concerning the interpretation or application of the present Agreement that are not settled by negotiation shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission shall apply, *mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

58. All differences between the United Nations and the Government arising out of the interpretation or application of the present arrangements which involve a question of principle concerning the Convention shall be dealt with in accordance with the procedure set out in Section 30 of the Convention.

IX. SUPPLEMENTAL ARRANGEMENTS

59. The Force Commander (Head of UNISFA) may conclude supplemental arrangements to the present Agreement with the Government.

X. LIAISON

60. The Force Commander (Head of UNISFA) and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

XI. MISCELLANEOUS PROVISIONS

61. Wherever the present Agreement refers to privileges, immunities and rights of UNISFA and to the facilities that South Sudan undertakes to provide to UNISFA, or to any obligations of the Government, the Government shall be responsible for the implementation and fulfillment of such privileges, immunities, rights and facilities in its territory, and have the ultimate responsibility for the implementation and fulfillment of such privileges, immunities, rights and facilities by the appropriate local authorities, including those authorities nominated by it to serve in any of the Area institutions.

62. The present Agreement shall enter into force upon signature on behalf of the United Nations and the Government.

63. The present Agreement shall remain in force until the departure of the final element of UNISFA from the Area, except that:

- (a) the provisions of paragraphs 50, 53, 57 and 58 shall remain in force;
- (b) the provisions of paragraphs 54 and 55 shall remain in force until all claims made in accordance with the provisions of paragraph 54 have been settled.

64. Without prejudice to existing agreements regarding their legal status and operations in the Area, the provisions of the present Agreement shall apply to offices, funds and programmes of the United Nations, their property, funds and assets and their

officials and experts on mission that are deployed in the Area and perform functions in relation to UNISFA.

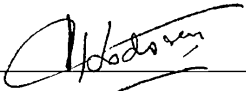
65. Without prejudice to existing agreements regarding their legal status and operations in the Area, the provisions of the present Agreement may, as appropriate, be extended to specific specialized agencies and related organizations of the United Nations, their property, funds and assets and their officials and experts on mission that are deployed in the Area and perform functions in relation to UNISFA, provided that this is done with the written agreement of the Force Commander (Head of UNISFA), the specialized agency or related organization concerned and the Government.

IN WITNESS WHEREOF, the undersigned, being the duly authorized plenipotentiary of the Government and the duly appointed representative of the United Nations, have, on behalf of the Parties, signed the present Agreement.

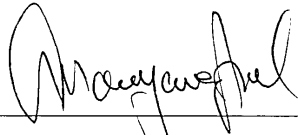
Done at New York on the 20th day of November of the year 2012.

For the United Nations

**For the Government
of the Republic of South Sudan**



**Mr. Hervé Ladsous
Under-Secretary-General
Department of Peacekeeping Operations**



**Ambassador Charles Manyang D'Awol
Undersecretary for the Ministry of Foreign
Affairs and International Cooperation
Republic of South Sudan**