

ANNEXE 3.

Status of Mission Agreement (SOMA) on the Establishment and Management of the Ceasefire Commission in the Darfur area of the Sudan (CFC) du 4 Juin 2004"

**STATUS OF MISSION AGREEMENT (SOMA) ON THE
ESTABLISHMENT AND MANAGEMENT OF THE CEASEFIRE
COMMISSION IN THE DARFUR AREA OF THE SUDAN (CFC)**

Preamble

The African Union (hereinafter referred to as the "AU" and the Government of The Sudan (hereinafter referred to as "The Sudan" or GoS) as the host country for the Cease-fire Commission on Darfur, (hereinafter jointly referred to as the "parties" and singularly as a "Party");

Recalling the Agreement on Humanitarian Ceasefire on the Conflict in Darfur, which was signed on 8 April 2004 between the Government of the Sudan on the one hand, and the Sudan People's Liberation Movement/Army and the Justice and Equality Movement on the other, establishing the Ceasefire Commission (CFC);

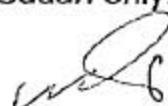
Further Recalling the Decision on the conflict in the Darfur Region of the Sudan by the Peace and Security Council, at its 10th Meeting held on 25 May 2004, in Addis Ababa, Ethiopia, authorising the Chairperson of the AU Commission to take all necessary measures to ensure an effective monitoring of the Humanitarian Ceasefire Agreement, and calling on the parties to extend full cooperation to the CFC and the AU Observers and to ensure their free movement throughout Darfur;

Determined to give effect to the Agreement between the Sudanese Parties on the Modalities for the Establishment of the Ceasefire Commission and the Deployment of Observers in the Darfur signed on 28 May 2004 in Addis Ababa, Ethiopia;

HEREBY AGREE as follows:

I. APPLICATION OF THE PRESENT AGREEMENT

1. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Government of The Sudan or any privilege, immunity, facility or concession granted to the Ceasefire Commission or any member thereof apply in The Sudan only.




II. APPLICATION OF THE AU CONVENTION

2. The Ceasefire Commission, its property, funds and assets and its members, including the Chairman of the CFC, the Chadian Mediation, AU members of the CFC, Military Observers and MILOBs Protectors from African countries, the European Union, the United States and the Parties to the Agreement on the Humanitarian Ceasefire on the Conflict in Darfur, shall enjoy the privileges and immunities specified in the present Agreement as well as those provided in the provisions of the AU Convention on Diplomatic Privileges and Immunities. However, these provisions are not applicable to Sudanese nationals.

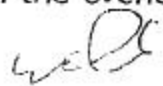
3. The provision of Article II of the Convention that applies to the CFC, also applies to the funds and for the participating States regarding the national contingents that are involved in the CFC as envisaged in paragraph 2 of this Agreement.

III. MANDATE

4. The Peace and Security Council, at its 10th Meeting on 25 May 2004, in Addis Ababa, Ethiopia, authorized the Chairperson of the Commission to take all steps deemed necessary to ensure an effective monitoring of the Humanitarian Ceasefire Agreement, in particular through the deployment of an AU Observer Mission, with the required civilian component and, if necessary the protection element, to support the work of the CFC, based on the outcome of the AU-led Reconnaissance Mission to Sudan and Chad (from 7 to 16 May 2004). Further, Council called on the parties to extend full cooperation to the CFC and the AU Observers and to ensure their free movement throughout Darfur.

5. In this respect, the CFC is mandated to coordinate investigations, verifications, monitoring compliance in accordance with the Humanitarian Ceasefire Agreement and Implementation Modalities, and also report violations of the Agreement.

6. The operational arm of the Ceasefire Commission shall be the African Union Monitoring Mission composed of Observers from the Government of Sudan, the armed groups, African Union Member States and other representatives of the International Community. In the event



that the Government of the Sudan, the JEM and the SLM/A are unable to provide effective protection to the CFC and the Military Observers, the Chairmen of the Joint Commission (JC) and the Ceasefire Commission (CFC) shall request for the deployment of the protection element as envisaged in the decision of the AU Peace and Security Council of 25th May 2004. The protection element shall be drawn from AU Member States and shall number between 100 and 300.

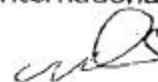
IV. STATUS OF THE CEASEFIRE COMMISSION

7. The Ceasefire Commission 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. The Ceasefire Commission and its members shall respect all local laws and regulations. The Chairman of the CFC shall take all appropriate measures to ensure the observance of these obligations.

8. Without prejudice to the Mandate of the CFC:

- a) The African Union shall ensure that the CFC conducts its operation in the Sudan with full respect for the principles and rules of the international Conventions applicable to the conduct of military and diplomatic 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 on the Protection of Cultural Property in the event of armed conflict and the Vienna Convention on Diplomatic Relations of 18 April 1961;
- b) The Sudan undertakes to treat, at all times, the military and civilian personnel of the CFC with full respect for the principles and rules of the international conventions applicable to the treatment of military and civilian personnel, including the Vienna Convention on Diplomatic Relations of 18 April 1961.

9. The CFC and the Sudan shall therefore ensure that members of their respective military and civilian personnel are fully acquainted with the principles and rules of the above mentioned international instruments.



10. The Government of the Sudan (GoS) undertakes to respect the international nature of the CFC while the CFC shall also respect the sovereignty and territorial integrity of The Sudan.

V. FLAGS, MARKINGS AND IDENTIFICATION

11. The Sudan recognizes the right of the CFC to display within its territory the AU flag on its headquarters, camps or other premises, vehicles and aircrafts as decided by the Chairman of the CFC.

12. Vehicles and aircrafts of the CFC shall carry a distinctive identification, which shall be notified to the Government of The Sudan.

VI. COMMUNICATIONS

13. The CFC shall enjoy the facilities in respect to communications and shall, in coordination with the Government of The Sudan, use such facilities as may be required for the performance of its task.

14. The CFC shall enjoy the right to unrestricted communication by radio (including satellite, mobile, V/Sat and handheld radio), telephone, electronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of the CFC, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio will operate shall be decided upon in cooperation with the Sudan. It is understood that 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 Sudan, it being understood that the use of the local system of telephone, facsimile and other electronic data will be charged at the most favourable rate.

15. The CFC may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the CFC. The Government of The Sudan shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of the CFC or its members.



VII. TRAVEL AND TRANSPORT

16. The CFC and its members as well as contractors shall enjoy, together with vehicles, including vehicles of contractors used exclusively in the performance of their services for the CFC, vessels, aircraft and equipment, freedom of movement without delay throughout the territory. That 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 territory, be coordinated with the Government of The Sudan. The GoS undertakes to supply the CFC, where necessary, with maps and other information, including locations of mine fields and other dangers and impediments, which may be useful in facilitating its movements.

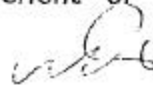
17. Vehicles shall not be subject to registration or licensing by the GoS provided that all such vehicles shall carry the third party insurance required by relevant legislation.

18. The CFC and its members as well as contractors, together with their vehicles, including vehicles of contractors used exclusively in the performance of their services for the CFC, vessels and aircraft may use roads, bridges, canals and other waters, port facilities, airfields and airspace without the payment of dues, tolls or charges, including wharfage charges. However, the CFC will not claim exemption from charges, which are in fact charges for services rendered, it being understood that such charges for services rendered will be charged at the most favourable rates.

VIII. PRIVILEGES AND IMMUNITIES OF THE CEASEFIRE COMMISSION

19. The CFC enjoys the status, privileges and immunities as provided for in paragraph 2 of the present Agreement. The Government recognizes the right of the CFC in particular:

- a) to import, free of duty or other restrictions, equipment, provisions, supplies, fuel and other goods which are for the exclusive and official use of the CFC for resale in the commissaries provided for hereinafter;
- b) to establish, maintain and operate commissaries at its headquarters, camps and posts for the benefit of the

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KHARTOUM, 4th OF JUNE 2004

members of the CFC, but not of locally recruited personnel. Such commissaries may provide goods of a consumable nature and other articles to be specified in advance. The Chairman of the Commission 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 the CFC and he shall give sympathetic consideration to observations or requests of the GoS concerning the operation of the commissaries;

- c) to clear ex-customs and excise warehouse, free of duty or other restrictions, equipment, provisions, supplies, fuel and other goods which are for the exclusive and official use of the CFC or for resale in the commissaries provided for above; }
- d) to re-export or otherwise dispose of such equipment, as far as it is still usable, all unconsumed provisions, supplies, 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 The Sudan or to an entity nominated by them.
- e) the restrictions referred to in this paragraph and similar paragraphs in this Agreement are without prejudice to laws and regulations which apply in this respect.

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 the CFC and The Sudan at the earliest possible date.

IX. FACILITIES FOR THE CEASEFIRE COMMISSION AND ITS CONTRACTORS

Premises required for conducting the operational and administrative activities of the CFC and for accommodating its members

20. The Government of The Sudan shall provide, where available, without cost to the CFC and in agreement with the Head of Mission, such




areas for headquarter, camps or other premises as may be necessary for the conduct of the operational and administrative activities of the CFC.

21. Without prejudice to the fact that all such premises remain territory of The Sudan, they shall be inviolable and such act to the exclusive control and authority of the Mandating Authority. The GoS shall guarantee unimpeded access to such CFC premises. Where the CFC troops are co-located with military personnel of the host country, a permanent, direct and immediate access by the CFC to those premises shall be guaranteed.

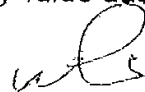
22. The GoS undertakes to assist the CFC as far as possible in obtaining and making available, where applicable, water, electricity and other facilities free of charge, or, where this is not possible, at the most favourable rate, and in the case of interruption or threatened interruption of service,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

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

24. The CFC alone may consent to the entry of any government officials or of any other person not member of the CFC to such premises.

X. PROVISIONS, SUPPLIES AND SERVICES, AND SANITARY ARRANGEMENTS

25. The Government of The Sudan agrees to grant expeditiously all necessary authorizations, permits and licenses required for the importation and re-exportation of equipment, provisions, supplies, fuel, materials and other foods exclusively used in support of the CFC, including in respect of importation and re-exportation by contractors, without the payments of duties, charges or taxes including value-added tax.



26. The GoS undertakes to assist the CFC as far as possible in obtaining equipment, provisions, supplies, fuel, materials and other goods exclusively used for the purpose of the Mission and services from local sources required for its subsistence and operations.

27. In respect of equipment, provisions, supplies, materials and other goods purchased locally by the CFC or by contractors for the official and exclusive use of the CFC, the GoS shall make appropriate administrative arrangements for the remission or return of any excise or tax payable as part of the price. The GoS shall exempt the CFC from general sales taxes in respect of all official local purchases. In making purchases on the local market, the CFC shall, on the basis of observations made and information provided by the Government of the Sudan in that respect, avoid any adverse effect on the local economy.

28. For the proper performances of the services provided by contractors, other than nationals of The Sudan, in support of the CFC, the GoS agrees to provide contractors with facilities concerning their entry into and departure from The Sudan as well as their repatriation in time of crisis. For this purpose, the GoS shall promptly issue to contractors, all necessary visas, licenses or permits.

29. The CFC and the Government of The Sudan shall cooperate with respect to sanitary services and shall extend to each other the fullest cooperation in matters concerning health, particularly with respect to the control of communicable diseases, specially HIV/AIDS, in accordance with international conventions.

Recruitment of local Personnel

30. The CFC may recruit locally such personnel, as it requires. Upon the request of the CFC, the GoS undertakes, in accordance with relevant laws and regulations, to facilitate the recruitment of qualified local staff by the CFC and to accelerate the process of such recruitment.

Currency

31. The GoS undertakes to make available to the CFC, against reimbursement in mutually acceptable currency, (local) currency required for the use of the CFC, including the pay of its members, at the prevailing rate. The transaction shall be done through a mutually agreed bank.



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XI. STATUS OF THE MEMBERS OF THE CFC

Privileges and Immunities

32. The CFC, the Commander of the military component of the CFC, and such high-ranking members of the CFC staff as may be agreed upon with the Government of The Sudan 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.

33. Officials of the United Nations assigned to the civilian component to serve with the CFC, remain officials of the United Nations entitled to the privileges and immunities of Articles V and VII of the Convention.

34. Military observers and civilian personnel other than CFC officials whose names are for the purpose notified to the Government of The Sudan by the Head of Mission shall be considered as experts on short term mission within the meaning of Article VI of the Convention.

35. Military personnel of national contingents, other than Sudanese, assigned to the military component of the CFC shall have the privileges and immunities specifically provided for in the present Agreement.

36. Unless otherwise specified in the present Agreement, locally recruited personnel of the CFC shall enjoy the immunities concerning official acts.

37. Members of the CFC shall be exempt from taxation on the salary and emoluments received from the CFC or from a participating State and any income received from outside The Sudan. They shall be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

38. Members of the CFC shall have the right to import free of duty their personal effects in connection with their arrival in The Sudan. They shall subject to the laws and regulations of Sudan governing customs and foreign exchange with respect to personal property not require them by reason of their presence in The Sudan with the CFC. Special facilities will be granted by the Government of The Sudan for the speedy


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processing of entry and exit formalities for all members of the CFC, including the military component, upon prior written notification.

39. On departure from The Sudan, members of the CFC may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Head of Mission certifies were received in pay and emoluments from the CFC 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 Sudan and the members of the CFC.

40. The Chairman of the CFC shall cooperate with the Government of the Sudan and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of The Sudan by the members of the CFC, in accordance with the present Agreement.

Entry, Residence and Departure

41. The Chairman of the CFC and members of the CFC shall, whenever so required by the Head of Mission, have the right to enter into, reside in and depart from The Sudan.

42. The GoS undertakes to facilitate the entry into and departure from The Sudan of the Head of Mission and members of the CFC and shall be kept informed of such movement. For that purpose, the Head of Mission and member of the CFC shall be exempt from passport and visa regulations and immigration inspection and restrictions as well as payment of any fees or charges on entering into The Sudan.

43. They shall also be exempt from any regulations governing the residence of aliens in The Sudan, including registration, but shall not be considered as acquiring any right to permanent residence to domicile in The Sudan.

44. For the purpose of such entry or departure, members of the CFC only are required to have:

- a) an individual or collective movement order issued by or under the authority of the Chairman of the CFC or any appropriate authority or a participating State; and



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- b) a personal identity card issued in accordance with paragraph 45 of the present Agreement.

Identification

45. The Chairman of the CFC shall issue to each member of the CFC before or soon as possible after such member's first entry into the territory, a numbered identity card, showing the bearer's name and photograph. Except as provided for in paragraph 28 of the present Agreement, such identity card shall be the only document required of a member of the CFC. Contractors and locally recruited staff shall be issued with appropriate CFC identity cards.

46. Members of the CFC shall be required to present, but not to surrender, their CFC identity cards upon demand of an appropriate official of the GoS.

Uniforms and Arms

47. Members of the CFC such as but not limited to military members shall wear, while performing official duties, the national uniform of their respective States with standard AU/CFC accoutrements.

48. The Chairman of CFC may authorize the wearing of civilian clothes at other times.

49. Military and special categories of civilian members of the CFC and CFC Security Officers designated by the Chairman of the CFC may possess and carry arms while on duty in accordance with their orders and provided that this is authorized by the Chairperson of the AU Commission.

50. The AU Commission shall provide the GoS with information on the type and quantity of arms and ammunitions issued to members of the CFC, including MILOBs Protectors.

Permits and Licenses

51. The GoS agrees to accept as valid, without tax or fee, a permit or license issued by the Head of Mission for the operation by any member of the CFC, including locally recruited personnel, of any CFC vehicles and for the practice of any profession or occupation in connection with the

functioning of the CFC, 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.

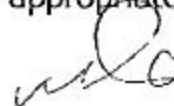
52. The Government agrees to accept as valid, and where necessary to validate, free of charge and without any restrictions, licenses and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels, including those operated by contracts exclusively for the CFC. Without prejudice to the foregoing, the GoS further agrees to grant expeditiously, free of charge and without any restrictions, within the Mission area, necessary authorizations, licenses and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels.

Military Police, Arrest and Transfer of Custody, and Mutual Assistance

53. Without prejudice to the provisions of paragraph 49, the Government of the Sudan further agrees to accept as valid, without tax or fee, a permit or license issued by the Chairman of CFC to a member of the CFC for the carrying or use of firearms or ammunition in connection with the functioning of the CFC.

54. The Chairman of the CFC shall take all appropriate measures to ensure the maintenance of discipline and good order among members of the CFC, as well as locally recruited personnel. To this end personnel designated by the Chairman of the CFC shall police the premises of the CFC and such areas where its members are deployed. Elsewhere such personnel shall be employed only subject to arrangements with the Government of The Sudan and in liaison with it in so far as such employment is necessary to maintain discipline and order among members of the CFC.

55. The Military Police of the CFC shall have the power of arrest over the military members of the CFC. In such cases, the Chairman shall refer Sudanese military members of the CFC to their respective authorities. Military personnel placed under arrest outside their own contingent areas shall be transferred to their contingent Commander for appropriate disciplinary action. The personnel mentioned in paragraph 54 above may take into custody any other person on the premises of the CFC. Such other person shall be delivered immediately to the nearest appropriate



official of The Sudan for the purpose of dealing with any offence or disturbance on such premises.

56. Subject to the provisions of paragraphs 54 and 55, officials of the GoS may take into custody any member of the CFC:

- a) when so requested by the Chairman of the CFC; or
- b) when such a member of the CFC is apprehended at the time he committed the infraction or was attempting to commit the infraction. Such a person shall be delivered immediately, together with any weapons or other item seized, to the nearest appropriate representative of the CFC, where after the provisions of paragraph 55 shall apply mutatis mutandis.

57. When a person is taken into custody under paragraph 54 or paragraph 56 (b), the CFC or the Government of The Sudan, as the case may be, may make a preliminary interrogation but may not delay the transfer in to custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

58. The CFC and the GoS 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 within the terms specified by the authority delivering them. Each 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 55 to 57.

59. The GoS shall take all appropriate measures to ensure the safety and security of the CFC and its members. Upon the request of the Chairman of the CFC, the GoS shall provide such security as necessary to protect the CFC, its property and members during the exercise of their functions.

60. The GoS shall ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to the CFC or its members, which, if committed in relation to the forces of The Sudan or

against the local civilian population, would have rendered such acts liable to prosecution.

Jurisdiction

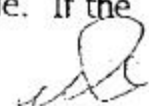
61. All members of the CFC, including the Sudanese representatives within the CFC, shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue even after they cease to be members of or employed by the CFC and after the expiration of the other provisions of the Agreement.

62. Should the GoS consider that any member of the CFC has committed a criminal offence, it shall promptly inform the Chairman of the CFC and present to him any evidence available to it. Subject to the provisions of paragraph 61:

- a) If the accused person is a member of the civilian component or a civilian member of the military component, the Chairman of the CFC shall conduct any necessary supplementary inquiry and then agree with the Government of The Sudan whether or not criminal proceedings should be instituted. Failing such agreement the question shall be resolved as provided in paragraph 66 of the present Agreement;
- b) Military members of the military component of the CFC shall be subject to the exclusive jurisdiction of their respective participating States in respect to any criminal offences which may be committed by them in The Sudan.

63. If any civil proceeding is instituted against a member of the CFC before any court of The Sudan, the Chairman of the CFC 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 Chairman of the CFC certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 61 of the present Agreement shall apply;
- b) if the Chairman of the CFC certifies that the proceeding is not related to official duties, the proceeding may continue. If the



Chairman of the CFC certifies that a member of the CFC is unable because of official duties or authorized absence to protect his 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 days. Property of a member of the CFC that is certified by the Head of Mission to be needed by the defendant for the fulfilment of his official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of the CFC 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

64. The Chairman of the CFC shall have the right to take charge of and dispose of the body of a member of the CFC who dies in The Sudan, as well as that member's personal property located within The Sudan, in conformity with the practice of the AU relating to the matter.

XII. LIMITATION OF LIABILITY OF THE CFC

65. Third party claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to it, except for those arising from operational necessity, and which cannot be settled through the internal procedures of the CFC, shall be settled by the AU in the manner provided for in Article XIII of the present Agreement, provided that the claim is submitted within six months following the occurrence of the loss, damage or injury, or if the claimant did not know or could not have reasonably known of such loss or injury, within six months from the time he/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.

XIII. SETTLEMENT OF DISPUTES

66. Except as provided in paragraph 63 any dispute or claim of a private law character, not resulting from the operational necessity of the CFC to which the CFC or any member thereof is a party and over which the courts of The 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 AU, one member by the GoS and a Chairman jointly by the AU and the GoS. If no agreement as to the Chairman is reached within thirty days of the appointment of the first member of the Commission, the two Parties will refer themselves to an agreed third party to appoint the Chairperson. Any vacancy on the Commission shall be filled by the same method prescribed for the original appointment, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty days after the creation of a vacancy) and all decisions shall required 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 the CFC, the Chairman of the CFC of the AU shall use his best endeavours to ensure compliance.

67. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by the administrative procedures to be established by the Chairman of the Mission.

68. All other disputes between the CFC and the GoS concerning the interpretation or application of the present Agreement 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.

69. All differences between the CFC and the GoS 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 of Section 30 of the Convention.

XIII. SUPPLEMENTAL ARRANGEMENTS

70. The Chairman of the CFC and the Sudan may conclude supplemental arrangements to the present Agreement.




XIV. LIAISON

71. The Chairman of the CFC and The Sudan shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

XV. MISCELLANEOUS PROVISIONS

72. Wherever the present Agreement refers to privileges, immunities and rights of the CFC and to the facilities The Sudan undertakes to provide to the CFC, the GoS shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities.

73. The present Agreement shall enter into force upon signature by ²br for the AU and the Government of The Sudan.

74. The present Agreement shall remain in force until the repatriation of all the Units of the CFC and their equipments.

75. Notwithstanding the termination of this Mission, any obligation arising from the application and implementation of this Agreement shall remain valid.

Done in Khartoum on 4 June 2004

For the African Union



KI Doulaye Corentin (Amb.)

For the Government of The Sudan



Abdelwahab ELSAWI (Amb.)

