

<b>Country/entity</b>	South Sudan Sudan
<b>Region</b>	Africa (excl MENA)
<b>Agreement name</b>	Agreement between Sudan and South Sudan on Oil and related matters
<b>Date</b>	27 Sep 2012
<b>Agreement status</b>	Multiparty signed/agreed
<b>Interim arrangement</b>	Yes

**Agreement/conflict level** Interstate/intrastate conflict(s)

### **Sudan Conflicts (1955 - )**

Agreements relate to several distinct dyads, and also the negotiated independence of South Sudan, and subsequent internal conflict in South Sudan. Sudan-South Sudan. The long-standing conflict between the north and the south of the country dates back to colonial times, where the British introduced a so-called 'Southern Policy', severely hampering population movements between these big regions. Immediately after gaining independence in 1956, southern movements started to fight for independence; this fight became professionalised in 1983 with the foundation of the soon internationally supported Sudan People's Liberation Army (SPLA). When the Islamic Front government introduced strict sharia laws in the south after it took over power in 1988 the war intensified. A decade later, the military situation reached a stalemate, enabling internationally facilitated peace negotiations to begin in 1997. After more fighting, a final negotiation push began in 2002, leading to the signing of the Comprehensive Peace Agreement (CPA) in January 2005.

Sudan-South Sudan post referendum. South Sudan became independent in July 2011; since then, relations between the two countries are complicated and violent conflict led by the SPLM (North) in the Sudanese Nuba mountains region has since intensified.

Darfur. Other long-standing violent conflicts are in the east and the west of the country. In the east, the Beja Congress, established in 1957, is the spearhead of a currently 'peaceful' opposition movement. In the west, the violent conflict in Darfur intensified in the early 2000s and rapidly gained international attention, even resulting in genocide charges against leading figures of the Sudanese government. The situation on the ground is complex, with over a dozen organisations (most notably the Sudanese Liberation Movement and the Justice and Equality Movement) fighting the Sudanese government and allied groups like the Janjaweed – although all parties have switched sides on numerous occasions. Several mediation attempts have not been successful, due to the shaky commitment of the Sudanese central government and the distrust among the armed opposition.

#### **South Sudan - internal**

In December 2013, after president Salva Kiir accused opposition leader Riek Machar of attempting a coup, violent conflict broke out between government forces of the SPLM/A and anti-governmental groups. In addition, several other political militias as well as communal militias have joined the conflict. In 2015 the Agreement on the Resolution of the Conflict in South Sudan (ARCSS) was signed. Due to unsuccessful implementation the agreement was revitalized in 2018. In September 2019, Kiir and Machar agreed to establish a power-sharing government after struggles on forming a unity transitional government.

Close

Sudan Conflicts (1955 - )

**Stage** Framework/substantive - partial

**Conflict nature** Territory

<b>Peace process</b>	North - South Sudan secession process
<b>Parties</b>	H.E. Idriss Abdel Gadir, on behalf of the Republic of the Sudan; H.E. Pagan Amum Okiech, on behalf of the Republic of South Sudan
<b>Third parties</b>	Witnessed by: H.E. Thabo Mvuyelwa Mbeki, Chairperson, African Union High Level Implementation Panel, on behalf of the AUHIP
<b>Description</b>	An agreement that provides for economic power-sharing arrangements between the two States, primarily for oil-related matters. The agreement provides for access rights, delivery and financial arrangements, payment procedures, specific rights of the state in oil related undertakings in the other state, metering and quality adjustment procedures, mutual claims forgiveness, both oil and non-oil related, prior to this agreement, and for the resumption of oil production in both states. Furthermore, the agreement includes measures for transparency and accountability, and establishes a Petroleum Monitoring Committee to implement the agreement. The agreement also includes an expiration date of three and a half years from when the first GoRSS Oil Entitlement Volumes have been billed.
<b>Agreement document</b>	<a href="#">SD_120927_Agmt on Oil and related Economic Matters.pdf (opens in new tab)</a>   <a href="#">Download PDF</a>

## **Groups**

<b>Children/youth</b>	No specific mention.
<b>Disabled persons</b>	No specific mention.
<b>Elderly/age</b>	No specific mention.
<b>Migrant workers</b>	No specific mention.
<b>Racial/ethnic/ national group</b>	No specific mention.
<b>Religious groups</b>	No specific mention.
<b>Indigenous people</b>	No specific mention.
<b>Other groups</b>	No specific mention.
<b>Refugees/displaced persons</b>	No specific mention.
<b>Social class</b>	No specific mention.

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## **Gender**

<b>Women, girls and gender</b>	No specific mention.
<b>Men and boys</b>	No specific mention.
<b>LGBTI</b>	No specific mention.
<b>Family</b>	No specific mention.

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## **State definition**

<b>Nature of state (general)</b>	No specific mention.
<b>State configuration</b>	No specific mention.

**Self determination** No specific mention.

**Referendum** No specific mention.

**State symbols** No specific mention.

**Independence/  
secession** No specific mention.

**Accession/  
unification** No specific mention.

**Border delimitation** Page 4, 2 Sovereignty  
2.1 Each State shall have permanent sovereignty over its natural resources located in or underneath its territory, including petroleum resources.  
2.2 Each State shall have sovereignty over all petroleum facilities constructed or installed for the petroleum operations within its territory.  
2.3 The Parties agree that the territorial principle applies in the petroleum sectors of both States.

**Cross-border provision** Page 3, Preamble:  
Mindful of the mutual interest of both States to cooperate between themselves and with their neighbours on the basis of respect for each other's sovereignty, territorial integrity and common pursuit of sustainable development and mutual benefit in accordance with international law; [...]  
Recognizing the reality of interdependence and shared interest in the oil sector;

Page 13, 9 Cross Border Operations  
9.1. Cross border movement of personnel and equipment  
9.1.1. The Parties shall, in co-operation with the operating companies, enter into agreements to facilitate the movement of personnel, equipment and services across the border between the RSS and the RoS, as well as provide security of personnel, in order to enable efficient oil operations within each State.  
9.1.2 The Parties shall together with the operating companies establish a Joint Cross Border Cooperation Committee within twenty-one (21) days after the signing of this Agreement with representative from each Party and from the operating companies.  
9.1.3 The Joint Cross Border Cooperation Committee shall ensure the practical implementation of sub-Article 9.1.1.

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## Governance

**Political  
institutions (new or  
reformed)** No specific mention.

**Elections** No specific mention.

<b>Electoral commission</b>	No specific mention.
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<b>Political parties reform</b>	No specific mention.
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<b>Civil society</b>	No specific mention.
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<b>Traditional/religious leaders</b>	No specific mention.
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<b>Public administration</b>	No specific mention.
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<b>Constitution</b>	No specific mention.
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**Power sharing**

<b>Political power sharing</b>	No specific mention.
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<b>Territorial power sharing</b>	No specific mention.
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## **Economic power sharing**

Power sharing→Economic power sharing→Sharing of resources

Page 3, Preamble:

Acknowledging the importance of carrying out oil related operations with due diligence and efficiency and in accordance with international practice and the key role that oil revenues play with respect to their respective economies;

Recognizing the reality of interdependence and shared interest in the oil sector;

Convinced that they should reach decisions with the above reality in mind and with a view to promoting the economic welfare and wellbeing of the peoples of the two states.

Page 4, 2 Sovereignty

2.1 Each State shall have permanent sovereignty over its natural resources located in or underneath its territory, including petroleum resources.

2.2 Each State shall have sovereignty over all petroleum facilities constructed or installed for the petroleum operations within its territory.

2.3 The Parties agree that the territorial principle applies in the petroleum sectors of both States.

Page 5, 3 Access Rights, Delivery and Redelivery

3.1.a. The GoS hereby grants the GoRSS access rights to the Processing and Transportation Facilities for the GoRSS Oil Entitlement Volumes in accordance with this Agreement and the agreements to be developed as provided in sub-Article 3.3 below.

3.1.b. The right of access for the crude oil produced in Block 5A shall be subject to quality and capacity constraints of the processing facilities and the transportation system and the Khartoum Refinery.

Page 5, 3 Access Rights, Delivery and Redelivery

3.2 The GoRSS Oil Entitlement Volumes delivered at the inlet of the GNPOC processing facilities shall be redelivered at the outlet of the GNPOC transportation system. The GoRSS Oil Entitlement Volumes delivered at the inlet of the Petrodar processing transportation system. The redelivery obligations shall be subject to applicable quality and quantity adjustments, fuel oil consumption and processing and transportation operational losses.

Page 5, 3 Access Rights, Delivery and Redelivery

3.3.a. The Parties shall develop processing agreements for the processing of the GoRSS Oil Entitlement Volumes in the GNPOC and Petrodar processing facilities and transportation agreements for the transportation in GNPOC and Petrodar transportation systems. The agreements shall be compatible with the existing processing and transportation procedures and practices in these facilities and consistent with this Agreement. The Parties shall aim to conclude the agreements within one (1) month after the signing of this Agreement, unless otherwise agreed.

3.3.b. The resumption of oil production, processing and transportation as provided for in Article 15 shall not be dependent upon the conclusion of agreements under sub-Article 3.3.a. above. Until such processing and transportation agreements have been concluded, existing practices based on the relevant technical provisions as contained in the relevant Crude Oil Transportation Agreements shall apply unless otherwise provided for in this Agreement.

Page 5, 3 Access Rights, Delivery and Redelivery

3.4 The Parties shall take all necessary actions to implement the provisions of this Article and other relevant provisions of this Agreement with the relevant operating companies.

Page 5-6, 3 Access Rights, Delivery and Redelivery

3.5 The GoRSS shall provide their proportionate share of the linefill for the Petrodar and the GNPOC transportation systems. At the expiry of this Agreement, this share of the

**Military power sharing** No specific mention.

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## **Human rights and equality**

**Human rights/RoL general** Page 16, Mutual Forgiveness of Claims of Oil Related Arrears and Other Claims  
12.3 The Parties agree that the provisions of sub-Article 12.1 shall no serve as a bar to any private claimants and the Parties agree to safeguard the rights of private claimants and ensure that they have the right of access to the courts, administrative tribunals and agencies of each State for the purpose of realizing the protection of their rights.

**Bill of rights/similar** No specific mention.

**Treaty incorporation** Page 3, Preamble:  
Mindful of the mutual interest of both States to cooperate between themselves and with their neighbours on the basis of respect for each other's sovereignty, territorial integrity and common pursuit of sustainable development and mutual benefit in accordance with international law; [...]

**Civil and political rights** Human rights and equality→Civil and political rights→Other  
Page 16, Mutual Forgiveness of Claims of Oil Related Arrears and Other Claims  
12.3 The Parties agree that the provisions of sub-Article 12.1 shall no serve as a bar to any private claimants and the Parties agree to safeguard the rights of private claimants and ensure that they have the right of access to the courts, administrative tribunals and agencies of each State for the purpose of realizing the protection of their rights.

**Socio-economic rights** No specific mention.

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## **Rights related issues**

**Citizenship** No specific mention.

**Democracy** No specific mention.

**Detention procedures** No specific mention.

**Media and communication** No specific mention.



**Mobility/access**

Page 15, 11 Representatives

11.1 The GoRSS representative at metering stations and facilities in the RoS

11.1.1 The GoRSS shall have the right to have two competent representative at the GNPOC central processing facility and the Petrodar central processing facility, respectively, to monitor the handling of the GoRSS Oil Entitlement Volumes. The representatives shall have full access to the facilities and to all documents relevant for the processing and export of the GoRSS Oil Entitlement Volumes

Page 15, 11 Representatives

11.1 The GoRSS representative at metering stations and facilities in the RoS

11.1.2 The GoRSS shall have the right to have two competent representative at the marine terminals in Port Sudan to monitor the proper handling of the GoRSS Oil Entitlement Volumes. The representatives shall have full access to the facilities and to all documents relevant for the storage and loading of the GoRSS Oil Entitlement Volumes.

Page 15, 11 Representatives

11.1 The GoRSS representative at metering stations and facilities in the RoS

11.1.3 the GoRSS shall have the right to have two competent representative at each of the pumping stations in the RoS of the GNPOC Transportation System and of the Petrodar Transportation System to monitor the proper handling of the GoRSS Oil Entitlement Volumes. The representatives shall have full access to the facilities and to all documents relevant for the transportation of the GoRSS Oil Entitlement Volumes.

Page 15, 11 Representatives

11.1 The GoRSS representative at metering stations and facilities in the RoS

11.1.4 The GoRSS shall have the right to have two competent representative at any metering station in the RoS that is relevant to oil volumes being processed in or transported through the RoS. The representatives shall have full access to the facilities and to all documents relevant for the transportation of the GoRSS Oil Entitlement Volumes.

Page 15, 11 Representatives

11.1 The GoRSS representative at metering stations and facilities in the RoS

11.1.5 The appointment of the representatives provided for in this Article is subject to approval by the GoS.

Page 15-16, 11 Representatives

11.2 the GoS Representatives at metering stations and facilities in the RSS

11.2.1 The GoS shall have the right to have two competent representatives at any metering station and facility in the RSS that is relevant to oil volumes being processed in or transported through the RoS. With respect to the Petrodar facilities, such representatives shall have access to the field processing facility at Palogue and to relevant metering stations; and with respect to GNPOC, they shall have access to the field processing facilities and metering stations in the RSS. The representatives shall have full access to the facilities and to all documents relevant for the transportation of the GoRSS Oil Entitlement Volumes.

Page 16, 11 Representatives

11.2 The GoS Representatives at metering stations and facilities in the RSS

11.2.2 The appointment of the representatives provided for in this Article is subject to approval by the GoRSS.

**Protection  
measures**

No specific mention.

## Other

### Page 8, 5 Payment Procedures

5.4 The invoices will be in United States Dollars, but the GoS shall have the right to request payment in equivalent Euro or Pounds Sterling or in any other convertible currency. The rate of exchange to be applied for the conversion of United States Dollars to the currency of payment shall be the spot rate posted on Reuters or an equivalent service by the Bank of England at or around 12:00 noon GMT on the date the payment is made. The GoS shall bear the costs of the payment transfer and the currency conversion.

### Page 9, 6 Specific Rights and Undertakings

#### 6.1 Specific rights and undertakings of the GoS

6.1.2. In the event that the GoRSS fails to remedy the defaulted amount plus the liquidated damages charged as provided above, the GoS shall have the right (right of lien) to sell at international market price FOB Port Sudan such quantity of the GoRSS's Oil Entitlement Volumes as shall be sufficient to pay such defaulted amount.

### Page 9, 6 Specific Rights and Undertakings

#### 6.1 Specific rights and undertakings of the GoS

6.1.3 In the event that any amount realized by the GoS from the sale of the GoRSS Oil Entitlement Volumes is in excess of the indebtedness and liquidated damages owing by the GoRSS under this Agreement, the GoS shall promptly return the GoRSS the excess amount. In the event that the GoS fails to return the excess amount, the GoRSS shall have the right to deduct the amount from the next payment due to the GoS.

### Page 9, 6 Specific Rights and Undertakings

#### 6.1 Specific rights and undertakings of the GoS

6.1.4 In addition to the exercise of the right of lien as provided in sub-Article 6.1.2, the GoS reserves the right to suspend processing and transporting the GoRSS Oil Entitlement Volumes until such time as the indebtedness is paid. Any suspension of processing and transportation services for the GoRSS shall remain in effect until the GoRSS has remedied the default or until the indebtedness of the GoRSS under this Agreement has been fully satisfied.

### Page 10, 6 Specific Rights and Undertakings

#### 6.1 Specific rights and undertakings of the GoS

6.1.5 If after suspension of the processing and transportation system the GoRSS still failed to pay the amount which fell due and a period of sixty (60) days has elapsed since the suspension of the processing transportation services, the GoS reserves the right to shut down the processing and transportation system until such time as the indebtedness is paid, upon seven (7) working days prior written notice.

### Page 10, 6 Specific Rights and Undertakings

#### 6.1 Specific rights and undertakings of the GoS

6.1.6 The GoS shall have the right to terminate this Agreement, upon seven (7) working days prior written notice, for any one of the following reasons:

- If the shutdown of the processing and transportation facilities continues for more than sixty (60) days and the GoRSS has failed to remedy the default.
- If the GoRSS commits a material breach to this Agreement and such breach is not remedied within sixty (60) days from the date of a notice issued by the GoS to the GoRSS to remedy the breach.

### Page 11, 6 Specific Rights and Undertakings

#### 6.2 Specific rights and undertakings of the GoRSS

6.2.2 In case suspension in accordance with sub-Article 6.2.1 has continued for more than sixty (60) consecutive days, and the GoS has not remedied the material breach within this period, the GoRSS shall thereafter have the right to terminate this Agreement

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## Rights institutions

**NHRI** No specific mention.

**Regional or international human rights institutions** No specific mention.

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## Justice sector reform

**Criminal justice and emergency law** No specific mention.

**State of emergency provisions** No specific mention.

**Judiciary and courts** Page 16, Mutual Forgiveness of Claims of Oil Related Arrears and Other Claims  
12.3 The Parties agree that the provisions of sub-Article 12.1 shall no serve as a bar to any private claimants and the Parties agree to safeguard the rights of private claimants and ensure that they have the right of access to the courts, administrative tribunals and agencies of each State for the purpose of realizing the protection of their rights.

**Prisons and detention** No specific mention.

**Traditional Laws** No specific mention.

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## Socio-economic reconstruction

**Development or socio-economic reconstruction** Socio-economic reconstruction→Development or socio-economic reconstruction→Socio-economic development  
Page 3, Preamble:  
Affirming their commitment to promoting the future stability and economic viability of both States;  
Mindful of the mutual interest of both States to cooperate between themselves and with their neighbours on the basis of respect for each other's sovereignty, territorial integrity and common pursuit of sustainable development and mutual benefit in accordance with international law; [...]  
Convinced that they should reach decisions with the above reality in mind and with a view to promoting the economic welfare and wellbeing of the peoples of the two states.

**National economic plan** No specific mention.

**Natural resources** Page 3, Preamble:

Acknowledging the importance of carrying out oil related operations with due diligence and efficiency and in accordance with international practice and the key role that oil revenues play with respect to their respective economies;  
Recognizing the reality of interdependence and shared interest in the oil sector;

Page 4, 1 Definitions

"Oil Entitlement Volumes" shall mean such oil volumes that a party to an exploration and production sharing agreement is entitled to receive thereunder.

"Processing and Transportation Facilities" shall mean the GNPOC central processing facility, the GNPOC transportation system, the Petrodar central processing facility and the Petrodar transportation system.

Page 4, 2 Sovereignty

2.1 Each State shall have permanent sovereignty over its natural resources located in or underneath its territory, including petroleum resources.

2.2 Each State shall have sovereignty over all petroleum facilities constructed or installed for the petroleum operations within its territory.

2.3 The Parties agree that the territorial principle applies in the petroleum sectors of both States.

Page 5, 3 Access Rights, Delivery and Redelivery

3.1.a. The GoS hereby grants the GoRSS access rights to the Processing and Transportation Facilities for the GoRSS Oil Entitlement Volumes in accordance with this Agreement and the agreements to be developed as provided in sub-Article 3.3 below.

3.1.b. The right of access for the crude oil produced in Block 5A shall be subject to quality and capacity constraints of the processing facilities and the transportation system and the Khartoum Refinery.

Page 5, 3 Access Rights, Delivery and Redelivery

3.2 The GoRSS Oil Entitlement Volumes delivered at the inlet of the GNPOC processing facilities shall be redelivered at the outlet of the GNPOC transportation system. The GoRSS Oil Entitlement Volumes delivered at the inlet of the Petrodar processing transportation system. The redelivery obligations shall be subject to applicable quality and quantity adjustments, fuel oil consumption and processing and transportation operational losses.

Page 5, 3 Access Rights, Delivery and Redelivery

3.3.a. The Parties shall develop processing agreements for the processing of the GoRSS Oil Entitlement Volumes in the GNPOC and Petrodar processing facilities and transportation agreements for the transportation in GNPOC and Petrodar transportation systems. The agreements shall be compatible with the existing processing and transportation procedures and practices in these facilities and consistent with this Agreement. The Parties shall aim to conclude the agreements within one (1) month after the signing of this Agreement, unless otherwise agreed.

3.3.b. The resumption of oil production, processing and transportation as provided for in Article 15 shall not be dependent upon the conclusion of agreements under sub-Article 3.3.a. above. Until such processing and transportation agreements have been concluded, existing practices based on the relevant technical provisions as contained in the relevant Crude Oil Transportation Agreements shall apply unless otherwise provided for in this Agreement.

Page 6, 3 Access Rights, Delivery and Redelivery

3.6 If oil production in the RSS should become technically or economically non-sustainable, the GoRSS shall send written notice to the GoS at least sixty (60) days prior

**International funds** No specific mention.

## Business

Page 5, 3 Access Rights, Delivery and Redelivery

3.4 The Parties shall take all necessary actions to implement the provisions of this Article and other relevant provisions of this Agreement with the relevant operating companies.

Page 10, 6 Specific Rights and Undertakings

6.1 Specific rights and undertakings of the GoS

6.1.7 The GoS undertakes to the GoRSS that it shall enter into its own agreements with the relevant operating companies with regard to the transfer to these companies of any financial obligations due to them relating to the processing and transportation of the GoRSS Oil Entitlement Volumes in the processing and transportation facilities.

Page 11, 6 Specific Rights and Undertakings

6.2 Specific rights and undertakings of the GoRSS

6.2.3 The GoS shall indemnify and hold harmless the GoRSS from and against any liability, loss or damage, including litigation expenses, court costs and attorneys' fees, suffered by the GoRSS, arising directly or indirectly out of any demand, claim, action, cause of action or suit brought by any person asserting any damage or financial loss arising out of the failure by the GoS to pay or discharge financial obligations on behalf of the GoRSS to operating companies in respect of charges for processing and transportation through facilities in the RoS, or due to a shutdown of the Processing and Transportation Facilities ordered by the GoS in material breach of this Agreement.

Page 12, 7 Metering

7.1 The Parties shall together with the operating companies review and ensure that effective metering facilities necessary to carry through the payment obligations and other provisions of this Agreement are installed in the RSS and the RoS and in operation prior to the resumption of oil production in the RSS.

Page 12, 7 Metering

7.2 The Parties shall together with the operating companies review whether additional or new metering facilities should be installed in order to be compliant or new metering facilities should be installed in order to be compliant with international standards. To the extent that additional metering facilities are required to this effect, the relevant Party shall instruct the relevant operating company to install such facilities. The investment costs of such additional or new metering facilities shall, unless otherwise agreed, be covered by the Party requesting them, and the facilities shall be owned by such Party. The Parties shall agree on the details for the technical implementation of the above.

Page 12, 8 Quality Adjustment Procedures

8.1 The Parties and the operating companies shall, within forty-five (45) days from the signature of this Agreement, review and adopt quality adjustment procedures in accordance with international practice to ensure that appropriate value or volume adjustments are applied to reflect the difference in quality in the crude oil delivered by the users of the GNPOC central processing facility and the GNPOC transportation system into the blended stream in these facilities.

Page 13, 9 Cross Border Operations

9.1. Cross border movement of personnel and equipment

9.1.1. The Parties shall, in co-operation with the operating companies, enter into agreements to facilitate the movement of personnel, equipment and services across the border between the RSS and the RoS, as well as provide security of personnel, in order to enable efficient oil operations within each State.

9.1.2 The Parties shall together with the operating companies establish a Joint Cross Border Cooperation Committee within twenty-one (21) days after the signing of this Agreement with representative from each Party and from the operating companies.

9.1.3 The Joint Cross Border Cooperation Committee shall ensure the practical

## Taxation

Socio-economic reconstruction→Taxation→Reform of taxation

Page 6, 4 Financial Arrangements

### 4.1. Processing Fees

4.1.1 The GoRSS shall pay to the GoS a processing fee of one United States Dollar and sixty cents per barrel (USD 1.60/bbl) for the GoRSS Oil Entitlement Volumes for processing services in the GNPOC processing facilities.

4.1.2 The GoRSS shall pay to the GoS a processing fee of one United States Dollar and sixty cents per barrel (USD 1.60/bbl) for the GoRSS Oil Entitlement Volumes for processing services in the Petrodar processing facilities.

Page 6-7, 4 Financial Arrangements

### 4.2. Transportation fees

4.2.1 The GoRSS shall pay to the GoS an transportation tariff of eight United States Dollars and forty cents per barrel (USD 8.40/bbl) for the GoRSS Oil Entitlement Volumes for transportation services in the GNPOC transportation facilities.

4.2.2 The GoRSS shall pay to the GoS an transportation tariff of six United States Dollars and fifty cents per barrel (USD 6.50/bbl) for the GoRSS Oil Entitlement Volumes for transportation services in the Petrodar transportation facilities.

Page 7, 4 Financial Arrangements

### 4.3 Transit Fee

4.3.1 Whereas, during negotiations, the GoS had first indicated a transit fee of USD 6.00/bbl for the foreign transporters of oil through its territory, the GoS has now set that fee at USD 4.00/bbl; and whereas the GoRSS initially indicated that a transit fee of USD 0.63/0.69/bbl would be appropriate but at the end of the negotiations in August 2012 had considered that it would be reasonable that the GoS grants free transit for all the oil produced in the RSS; neither Party has endorsed, or should be regarded as having endorsed, any of the fees quoted or positions taken by the other Party.

However, in view of the special relationship between the RSS and the RoS, the Parties have agreed that the transit fee for the GoRSS Oil Entitlement Volumes shall be United States on dollar (USD 1.00/bbl). This special fee shall not serve as a precedent, nor shall it have any implication for, or prejudice, any arrangements between either State and any third party. Accordingly, nothing in this paragraph, or in any other part of this Agreement, shall be understood to be the GoRSS's consent - express or implied - to the GoS levying of a transit fee of any value on entitlements other than those of the GoRSS. It is for the GoS to agree with foreign transporters on whatever transit fee it deems fit.

Page 8, 5 Payment Procedures

5.1. All payments from the GoRSS to the GoS for processing fees, transportation tariffs, transit fees and TFA transfers shall be based on the oil volumes redelivered to the GoRSS and lifted at the marine terminal on board vessels at Port Sudan as specified in the respective bills of lading.

Page 8, 5 Payment Procedures

5.2 The GoS shall issue two separate invoices, one for processing fees, transportation tariffs and transit fees, and another for TFA, each time the GoRSS Oil Entitlement Volumes have been finally redelivered and lifted at the marine terminal and a bill of lading has been issued. Payment shall be made by the GoRSS within forty (40) days from the date of the bill of lading.

Page 8, 5 Payment Procedures

5.5 Processing fees, transportation tariffs, transit fees and TFA payments shall be made in cash by the GoRSS.



**Banks**

Socio-economic reconstruction→Banks→Cross-border financial flows

Page 8, 5 Payment Procedures

5.3 The GoRSS shall make payment of the invoice amounts due through the Central Bank of South Sudan to such accounts of the GoS as the Central Bank of Sudan may specify in writing from time to time. Payment shall be made by wire transfer. The GoRSS shall give notice to the GoS by facsimile or other electronic transmission immediately when payment has been made.

Page 9, 6 Specific Rights and Undertakings

6.1 Specific rights and undertakings of the GoS

6.1.1 If the GoRSS fails to pay all or any part of the amount of any invoice for processing fees, transportation tariffs, transit fees or TFA payments, as herein provided, when such amount is due, the GoS shall remedy the default within fifteen (15) days, then liquidated damages of two (2) % per annum above London Interbank Offered Rate (LIBOR) shall accrue on the unpaid amount from the date of expiry of the remedy period give under the default notice until the date of actual payment.

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**Land, property and environment**

**Land reform/rights** No specific mention.

**Pastoralist/  
nomadism rights** No specific mention.

**Cultural heritage** No specific mention.

**Environment** No specific mention.

**Water or riparian  
rights or access** No specific mention.

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**Security sector**

**Security  
Guarantees** No specific mention.

**Ceasefire** No specific mention.

**Police** No specific mention.

**Armed forces** No specific mention.

**DDR** No specific mention.

<b>Intelligence services</b>	No specific mention.
<b>Parastatal/rebel and opposition group forces</b>	No specific mention.
<b>Withdrawal of foreign forces</b>	No specific mention.
<b>Corruption</b>	No specific mention.
<b>Crime/organised crime</b>	No specific mention.
<b>Drugs</b>	No specific mention.
<b>Terrorism</b>	No specific mention.

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#### **Transitional justice**

<b>Transitional justice general</b>	No specific mention.
<b>Amnesty/pardon</b>	No specific mention.
<b>Courts</b>	No specific mention.
<b>Mechanism</b>	No specific mention.
<b>Prisoner release</b>	No specific mention.
<b>Vetting</b>	No specific mention.
<b>Victims</b>	No specific mention.
<b>Missing persons</b>	No specific mention.
<b>Reparations</b>	No specific mention.
<b>Reconciliation</b>	No specific mention.

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**Implementation**

**UN signatory**                      No specific mention.

**Other international signatory**      Witnessed by: H.E. Thabo Mvuyelwa Mbeki, Chairperson, African Union High Level Implementation Panel, on behalf of the AUHIP

**Referendum for agreement**                      No specific mention.

**International mission/force/ similar**                      No specific mention.

**Enforcement  
mechanism**

Page 14, 10 Monitoring

10.1 A Petroleum Monitoring Committee shall be established within twenty-one (21) days of the signing of this Agreements. The Petroleum Monitoring Committee shall oversee the implementation of this Agreement, produce regular reports to the Parties including possible recommendations on the improvement of the cooperation in the petroleum sector, ensure the development of any additional required agreements between the Parties and serve as a forum for seeking resolution to concerns and disputes in respect of this Agreement.

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10.2 The Petroleum Monitoring Committee shall consist of two representative appointed by each Party and a chairperson. The chairperson shall be appointed by the African Union Commission after consultation with the Parties. The Chairperson shall not be an individual who has previously worked with or for either of the Parties.

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10.3 Decisions of the Petroleum Monitoring Committee shall be by consensus. In the even that the Committee cannot reach consensus, the issue in question shall be referred to the ministers of petroleum of the two States.

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10.4 The Petroleum Monitoring Committee shall establish two subcommittees:  
a. A technical committee with capacity to monitor operational aspects relevant to petroleum operation in one State which affect the other State.  
b. A financial committee with capacity to review the financial issues between the Parties, including the monthly and yearly reports on these issues prepared by the operating companies and by the governments.

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10.5 The Petroleum Monitoring Committee may establish any other subcommittees as it deems necessary to carry out its mandate.

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10.6 The Parties shall share equally the costs related to the work of the Petroleum Monitoring Committee, with exception of the costs of their own representative.

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10.7 The Petroleum Monitoring Committee shall quarterly, or as often as it deems necessary, review and verify the correctness of the reported exports of the GoRSS Oil Entitlement Volumes from the operating companies and the corresponding invoices prepared by the GoS. To the extend that any incorrect invoicing is identified, this shall be corrected by adjusting the immediate subsequent invoice(s).

Page 18, 16 Force Majeure

16.1 Any failure by the Parties in the execution of any of the obligations under this Agreement that is due to a Force Majeure event shall not be considered a breach of the obligation. The Party which cannot fulfill its obligations due a Force Majeure event shall notify the other thereof and of the details of the Force Majeure event.

16.2 The obligations of the Parties under this Agreement shall be suspended during the time of Force Majeure and the necessary time period thereafter for rectifying any damages caused by the Force Majeure.

16.3 The Parties shall agree upon the content of a Force Majeure even in the agreements to be developed in accordance with sub-Article 3.3

**Related cases**            No specific mention.

**Source**                    Peacemaker.un.org,. 2015. 'UN Peacemaker'. <http://peacemaker.un.org>.

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