AGREEMENT ON A PERMANENT CEASEFIRE
JUBA, SUDAN

This Agreement, between the Government of the Republic of Uganda (the Government) and the Lord's Resistance Army/Movement (LRA/M) (herein referred to as the 'Parties') provides as follows:

THE PARTIES:

HAVING BEEN engaged in negotiations in Juba, Southern Sudan, in order to find just, peaceful and lasting solutions to the conflict, and to promote accountability and reconciliation and restore harmony and tranquillity within the affected communities;

HAVING concluded a cessation of hostilities agreement on the 26th of August 2006 and thereafter other agreements;

HAVING resolved to bring to an end all forms of armed conflict;

CONVINCED of the urgent need for a permanent ceasefire to pave way for lasting peace and reconciliation;

RECOGNISING the significance of this agreement in the quest for national unity and development;

NOW THEREFORE AGREE as follows:

1. DEFINITIONS

Unless the context suggests otherwise, the following words and phrases shall have the meaning assigned thereto:

"Buffer zone" refers to the area within the Southern Sudan delineated by a fifteen (15) - kilometres distance from the specified perimeters of the Ri-Kwang-Ba Assembly Area.

"Ceasefire" refers to the permanent cessation of hostilities under this Agreement.

"Child" refers to any person below the age of eighteen (18).

"CHMT" refers to the Cessation of Hostilities Monitoring Team.

"CMT" refers to the Ceasefire Monitoring Team.

"Gender" refers to the two sexes, men and women, within the context of society.

"GoSS" refers to the Government of Southern Sudan.

"GoU" refers to the Government of the Republic of Uganda.

"IDDRS" refers to the Integrated Disarmament, Demobilisation and Reintegration Standards of the United Nations.

"LRA/M" refers to the Lord's Resistance Army/Movement.

"Ri-Kwang-Ba Administrative Headquarters" refers to the area defined by the attached grid reference and map.

"Ri-Kwang-Ba Assembly Area" refers to the area within the Southern Sudan delineated by a ten (10) - kilometres radius from the administrative headquarters of Ri-Kwang-Ba.

"SPLA" refers to the Sudan People's Liberation Army.

"SOP" refers to Standard Operating Procedures.

2. DECLARATION AND COMMENCEMENT OF CEASEFIRE

2.1. The Parties hereby declare and shall observe a permanent ceasefire commencing 24 hours after the signature of the Final Peace Agreement.

2.2. Upon the coming into force of the ceasefire the Cessation of Hostilities Agreement shall lapse. This provision supersedes contrary provisions of the Cessation of Hostilities Agreement.

2.3. The LRA/M and the GoU shall ensure that their forces abide by the terms of the ceasefire.

3. ASSEMBLY AND ENCAMPMENT

3.1. All forces of the LRA shall be encamped within Ri-Kwang-Ba Assembly Area.

3.2. The forces of the Parties shall respect the buffer zone around Ri-Kwang-Ba Assembly Area.

3.3. In the preparation of detailed agreements and arrangements for disarmament, demobilisation and reintegration, the implementation of measures necessary to adhere to gender and child specific UN IDDRS standards for encampment shall be given the highest priority.

3.4. Except with the express written permission from the Office of the Chief Mediator, and with notification of the CMT established in Clause 4.1 of this Agreement, nobody shall approach or gain access to the LRA Assembly Area.

4. CEASEFIRE MONITORING

4.1. Upon the coming into force of this Agreement there will be reinforcement of the Cessation of Hostilities Monitoring Team (CHMT) transforming it into the Ceasefire Monitoring Team (CMT) as outlined in Clause 4.3 of this Agreement.

4.2. The CMT shall report to the Chief Mediator.

4.3. The CMT shall be composed of:

(a) The Team Leader who shall be a senior officer in the SPLA.

(b) The Deputy Team Leader who shall be a senior officer in the SPLA.

(c) Five representatives of each of the Parties.

(d) Five members from each of the African Union observer countries to the peace talks.

(e) A five-person liaison team from the United Nations.

4.4. The Chief Mediator may in consultation with the Parties restructure the composition of the CMT.

4.5. The CMT shall be considered constituted when at least the SPLA Team Leader or Deputy Team Leader, at least two (2) members of each of the Parties and two (2) members from each of the African Union observer countries are present.

4.6. The CMT shall receive training on international standards of ceasefire monitoring.

4.7. Upon the coming into force of this Agreement the Standard Operating Procedures (SOP) of the CHMT shall become the Standard Operating Procedures of the CMT.

4.8. The SOP shall whenever necessary, be revised in order to bring it into conformity with this Agreement.

4.9. The CMT shall have free and unhindered access to the Assembly area in carrying out its duties.

4.10. The members of the CMT shall enjoy full protection of both Parties.

4.11. All personnel and equipment of organizations or persons duly authorized to enter or operate in the Assembly Area in support of the Ceasefire Agreement shall be afforded full protection and security.

4.12. The terms of reference for the CMT shall include but not necessarily be limited to:

(a) taking full responsibility for the management of the Assembly Area;

(b) monitoring the implementation of this Agreement;

(c) amicable resolution of any disagreement arising out of the implementation or interpretation of this Agreement;

(d) analyzing and reporting events and trends to the Mediator, who will brief the Parties accordingly;

(e) reporting to the mediator violations and cases which the CMT is unable to resolve amicably; and,

(f) monitoring the delivery of basic assistance to the LRA in the Assembly Area.

4.13. The CMT shall carry out its functions consistently with the principles contained in the Final Peace Agreement.

5. CEASEFIRE VIOLATIONS

5.1. The Parties shall refrain from violating the ceasefire.

5.2. The following shall constitute violations of the ceasefire:

(a) Any attacks, threats or acts of violence directed against the other Party and/or civilians and/or any other person or persons by either Party or both Parties.

(b) Harassment, attacks, hostage taking, and arrest of combatants as well as seizure of arms and equipment belonging to the other Party.

(c) Harassment, attacks, abduction, hostage taking or unlawful arrest of civilians and personnel of humanitarian agencies as well as seizure of properties of individuals and organisations.

(d) Obstruction of the activities of the CMT as described in Part 4 of this Agreement and in the CMT Standard Operating Procedures.

(e) All hostile propaganda directed against the other Party, including defamatory, untruthful or derogatory statements.

(f) Violation of the right to life of LRA/M members by either Party or third parties associated with the Parties.

(g) Any presence, movement or other actions of LRA forces outside Ri-Kwang-Ba Assembly Area.

(h) Acquisition, recovery or replenishment of arms, ammunition or other military equipment by the LRA.

(i) Recruitment of forces by the LRA/M.

(j) Any other act that might undermine the ceasefire.

6. RESPONSIBILITIES OF THE GOVERNMENT OF SOUTHERN SUDAN

6.1. The GoSS shall ensure that:

(a) a full SPLA battalion is deployed for the protection of the Ri-Kwang-Ba Assembly Area, inclusive of the buffer zone;

(b) in the implementation of this Agreement, international standards and mandates, in particular, relevant mandates in Security Council Resolution 1325 on Women, Peace and Security (2000), and Security Council Resolution 1612 on Children and Armed Conflict (2005) are applied;

(c) adequate security, logistical and service support is provided to the LRA encampment sites in the Assembly Area;

(d) food and other supplies to assembled and encamped LRA forces meet the relevant international standards set by the Integrated Disarmament, Demobilisation and Reintegration Standards (IDDRS) of the United Nations; and,

(e) as far as possible, culturally appropriate food is supplied to the Assembly Area.

6.2. The GoSS and the LRA shall collaborate with relevant Sudanese civil society and international agencies to ensure that the layout, access, services and procedures of LRA encampment sites within the Assembly Area conform to applicable standards and specifications of the UN IDDRS.

7. COMMUNICATION

7.1. The Parties shall ensure that the terms of this Ceasefire Agreement and all orders requiring compliance are communicated to all their forces.

7.2. The terms of this Agreement shall also be communicated to the civilian population via print, electronic and other media.

8. EXTERNAL SUPPORT TO THE CEASEFIRE

8.1. Neighbouring countries, regional and international partners shall respect this Agreement and help ensure its successful implementation.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have signed this Agreement in Juba on the 23rd day of February 2008

.....	.....
Hon. Ruhakana Rugunda (Dr) Minister of Internal Affairs and Head of GoU Delegation	Dr David Nyekorach Matsanga Leader of the LRA/M Delegation

WITNESSED BY:

23/2/2008

.....

H.E. Lt. General Riek Machar Teny-Dhurgon (PhD)
Vice President, Government of Southern Sudan
And Chief Mediator of the Peace Talks

.....

H.E. Joaquim Alberto Chissano
United Nations Special Envoy of the Secretary-General
for the LRA affected areas

André M. Kapanga

.....

H.E. André M Kapanga (PhD)
For the Government of the Democratic Republic of Congo

.....

H.E. Japheth R. Getugi
For the Government of the Republic of Kenya

.....

H.E. Nsavike G. Ndatta
For the Government of the United Republic of Tanzania

.....

Lt. Gen. (Rtd.) Gilbert Lebeko Ramano
For the Government of the Republic of South Africa

.....

H.E. Heidi Johansen
For the Government of Norway

.....

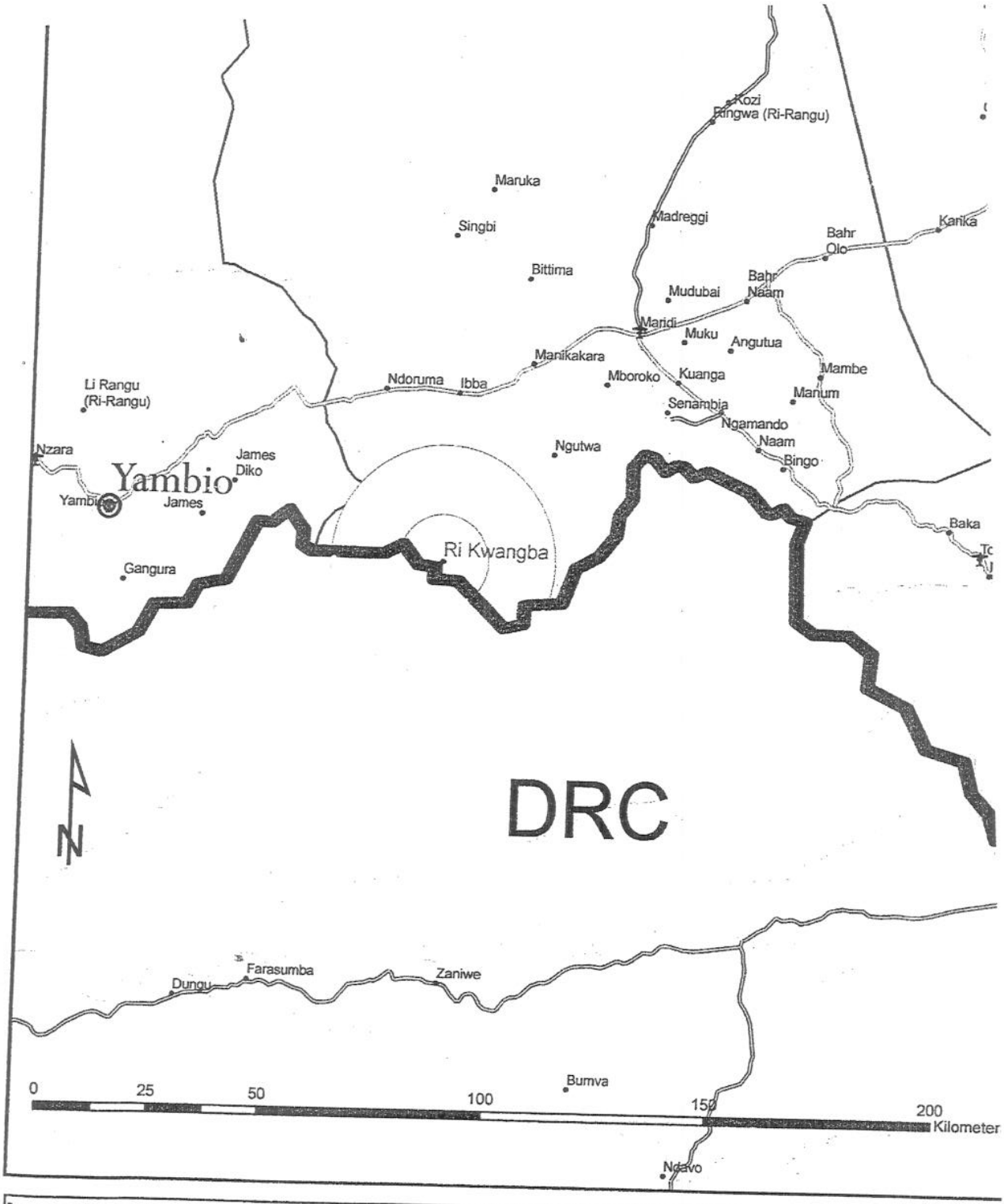
Ms Anna Sundström
Political Advisor to the EU Special Representative for the Great Lakes Region,
For the European Union

.....

H.E Bryan E. Burton
For the Government of Canada

.....

Mr Timothy R. Shortley
Senior Advisor to the Assistant Secretary of State for African Affairs,
For the Government of the United States of America



Legend

- LRA Assembley Area
- Airport/Airstrip
- a-z_settlements
- State Capital
- International Boundary
- Paved Road
- Unpaved Road
- Secondary Road
- Track
- Minor River
- Major River
- Main River
- River Nile
- Marsh/Swamp
- Lake
- Salt pan
- County Boundary
- State Boundary

NB: Map