

**Memorandum of Understanding between the Lead Negotiation Panel on the Post Referendum Negotiations for Sudan (“LNP”), African Union High Level Implementation Panel (“AUHIP”) and the Secretariat of the Assessment and Evaluation Commission (“AEC”)**

*The Presidential decree of 20 February 2010, and the subsequent memorandum of understanding between the parties signed at Mekelle on 23 June 2010 together lay out the overall vision, framework and mechanisms for post-referendum discussions between the parties. These documents call upon the international community in the shape of the AUHIP and the AEC secretariat to lend technical and administrative support to the process, specifically by conducting ongoing co-ordination and liaison with the Joint Technical Secretariat to the discussions. This memorandum of understanding sets out how this technical and administrative support will be provided.*

*1. Purpose*

The LNP, AUHIP and AEC hereby agree to cooperate in order provide technical and administrative support to the Joint Technical Secretariat (“JTS”) established by the Lead Negotiation Panel. This Memorandum sets out the modalities of that support.

*2. Financial Support*

The LNP, AUHIP and AEC agree to finance the JTS up to the sum of US\$1m (the “Money”) in the proportion 30%, 20% and 50% respectively. The LNP’s contribution shall be funded jointly by the Government of National Unity of Sudan and the Government of Southern Sudan.

The LNP, AUHIP and AEC shall make available to the JTS the Money as provided for, and in accordance with, the schedule of payments set out in Annex 2 to this Memorandum.

The Money shall be used in accordance with the budget set out in Annex 1 to this Memorandum and subject to the rules and procedures set out herein.

*3. Budget*

The LNP shall ensure that the JTS applies the Money in order to provide all necessary assistance to the negotiators engaged in the negotiations on the future of post-referendum Sudan. The Money shall be applied solely to pay for the support and facilities set out in Annex 1. The cost for the duration of this Memorandum in respect of each line-item set out in Annex 1 shall not exceed the sum provided for in that item’s column.

*4. Mechanism*

The Money shall be transferred to the JTS by bank transfer, for which written confirmation of receipt shall be provided.

*5. Financial Accounting*

The JTS shall make available to the LNP, AUHIP and AEC on their request receipts and, where appropriate, invoices for all expended Money. The JTS shall commission an independent audit of accounts at the conclusion of the period for which Money is provided, and this shall be made available to the LNP, AUHIP and the AEC.

Any liability or expenditure with the exception of payroll incurred by the JTS in excess of \$10,000 shall be entered into only with the prior written approval of the AUHIP and AEC. Such consent shall not be unreasonably withheld when such liability or expenditure is consistent and impliedly foreseen in Annex 1.

6. *Provision of technical expertise*

The Money may be applied for the contracting of technical experts in order to inform and assist the LNP in its tasks. Such experts shall be contracted only by agreement between the LNP, the AUHIP and the AEC (where the AEC is the contracting agent). Additionally, the AUHIP and the AEC shall, on request, make available to the JTS the services of a draftsman and expert notetakers to assist with the production of draft agreements which reflect the progress made in the negotiations for circulation to the LNP and its sub-committees.

7. *Identification of needs and utilization of Money*

The LNP, AUHIP and AEC shall meet at the principal level regularly to discuss the utilization of the Money and to identify in a timely fashion forthcoming needs in support of the negotiations. The principal level representation in relation to this Memorandum consists of Idris Abdelgadir (for the NCP), Pagan Amum (for the SPLM), President Mbeki (for the AUHIP) and Sir Derek Plumbly (for the AEC)

The JTS (as the secretariat to the LNP), AUHIP and AEC shall meet at the working level no less than once every two weeks to implement the decisions of the executive level meetings referred to above, to discuss progress in the negotiations, the utilization of the Money and to identify in a timely fashion forthcoming needs in support of the negotiations. The working level representation in relation to this Memorandum consists of Hassan Adam Omar (for the NCP), Gabriel Alak (for the SPLM), [name to be confirmed] (for the AUHIP) and Simon Giverin (for the AEC)

8. *Dispute Resolution*

Any dispute in relation to the implementation of this Memorandum shall be resolved at the working level in the first instance, including by the convening of a special meeting in order to discuss such dispute. Where the dispute is not resolved through such meeting, an extraordinary meeting of the principal level representatives shall be convened.

Every effort shall be made to resolve any dispute that may arise. In the event of a failure to resolve the dispute, the LNP, AUHIP or AEC may terminate this Memorandum, and the provision of Money provided thereunder, with 2 weeks' notice in writing.

9. *Amendment and variation*

This Memorandum may only be amended or varied in writing with the written consent of the LNP, AUHIP and the AEC.

10. *Duration*

This Memorandum shall enter into force upon the last date of its signature and shall remain in force for a period of 6 months thereafter.

Signed in Khartoum, Sudan this [xx]<sup>th</sup> day of September 2010.

\_\_\_\_\_ For and on behalf of the NCP

\_\_\_\_\_ For and on behalf of the SPLM

\_\_\_\_\_ For and on behalf of the AU Liaison Office in  
Sudan

\_\_\_\_\_ For and on behalf of the AEC