

## Press Release

### **African Union Responds to International Crisis Group Report, “Darfur’s Fragile Peace Agreement”**

The Darfur Peace Agreement, signed on 5 May, faces many difficulties of implementation. Efforts by the Parties, the African Union and international partners are not assisted by serious misrepresentation of the contents, process and context of the DPA. Unfortunately, the International Crisis Group “Policy Briefing” on Darfur contains some serious errors of fact and interpretation which are extremely unhelpful to the process of implementation.

This press release seeks to correct the errors of fact and interpretation in the ICG Report.

#### General

On page 1 of its report, the ICG states that, “The DPA offers no guarantees on implementation.” This is an intriguing claim, given that pages 107-108 of the DPA consist of the signatures of international Guarantors, beginning with H.E. President Denis Sassou Nguesso, President of the Republic of Congo and current President of the African Union, H.E. President Olusegun Obasanjo, President of Nigeria and former President of the African Union, H.E. Professor Alpha Oumar Konare, Chairperson of the African Union, Dr Ali Treki, Representative of the Leader of the Libyan Arab Jamhuriya, Mr. Robert Zoellick, Deputy Secretary of State of the United States of America, Mr Hilary Benn, Secretary of State for International Development of the United Kingdom, Mr Jan Pronk, Special Representative of the United Nations Secretary General, and seven other senior representatives of the international community.

There are in fact no fewer than three levels of guarantee either built into the DPA or surrounding it. The first level consists in the guarantee that the two Parties have with respect to one another. Section A of Chapter 3 is the Comprehensive Ceasefire. This is designed in such a way that the Government of Sudan (GoS) and the Movements must undertake reciprocal steps in sequence, and the completion of each step must be verified before the next begins. Therefore, the Parties are required to disengage their forces during Phase 1 of the ceasefire, before proceeding to disengagement (Phase 2), which must in turn be verified to be complete before proceeding to limited arms control (Phase 3), which must in turn be verified before the subsequent stages begin. If either Party is dissatisfied with the other’s implementation of its commitments at any one stage, and that dissatisfaction is confirmed by the Ceasefire Commission, then progress to the following stage is held up. This guarantee is directly under the control of the Parties themselves.

A second level of guarantee is provided by the institutions set up by the DPA itself. On the security side, the Ceasefire Commission (CFC) and Joint Commission (JC) are made more robust and powerful. For example, they are authorized to report on violators and make recommendations for robust action including prosecution and, implicitly,

sanctioning. This is contained in Paragraph 250. The DPA also establishes a Darfur Assessment and Evaluation Commission in Chapter 6.

Finally, there are guarantees provided by the Guarantors who signed on pages 107-108 of the DPA. President George W. Bush wrote to President Omer al Bashir and to the leaders of the Movements offering his personal assurance that the United States Government would do all that was necessary to ensure the implementation of the DPA.

Mr. Abdel Wahid Mohamed al Nur considered these guarantees insufficient. That is his right. The ICG may likewise consider these guarantees too weak. However it is not correct to say that the DPA contains no guarantees.

Some of the commentary on the DPA seems to imply that the text of the Agreement was drafted by the AU and imposed upon the Parties. This is not correct. The great majority of the Agreement was discussed in detail with the negotiators in Abuja and most of it was agreed upon. This is particularly the case for the Wealth-Sharing and Security Arrangements chapters. It is significant that three of the four leading negotiators for the SLM/A-Abdel Wahid have come forward to support the DPA. One reason for this is that they recognize their own hard work in the detailed provisions of the Agreement. The negotiators of JEM also see their own contributions enshrined in the text. The text of the DPA is the joint work of the negotiators from the Government of Sudan, the two SLM/A groups and the JEM, facilitated by the African Union and the international partners.

### Security

The ICG report states, on page 3, that “the DPA’s security arrangements are far more substantive and favorable to the rebels than the power- and wealth-sharing arrangements.” This statement is then contradicted on the following page, in which it is claimed that “The government negotiators in the security commission, led by Lieutenant General Ismat Abdelrahman, gave virtually no ground throughout the talks.” General Ismat was indeed a strong negotiator who did not give ground willingly and without raising numerous points of both principle and practicality. However, on at least ten different points, the GoS delegation to Abuja gave significant concessions which crossed their stated “red lines.” Several of these points were raised as formal reservations by the head of the delegation, Dr. Magzoub al Khalifa, in the statement he made on 5 May prior to accepting the DPA for signature.

The attention of the ICG is drawn to the following points in the DPA, each of which should be compared with the stated position of the GoS.

- (1) The DPA clearly specifies that the Janjaweed will be disarmed before the Movements’ forces are assembled.
- (2) The redeployment provisions in the DPA provide for the withdrawal of SAF troops to barracks and the redeployment of the Movements’ forces to redeployment zones.
- (3) AMIS is permitted unrestricted access to military command headquarters and airfields.

- (4) The DPA contains strong provisions for the reform of selected security institutions, to be designed by the Darfur Security Arrangements Implementation Commission (DSAIC).
- (5) The head of the DSAIC is to be a nominee of the Movements and it is to be subsidiary to the Transitional Darfur Regional Authority.
- (6) The DPA provides for a Security Advisory Team, drawn from an international institution or foreign country, with extensive powers.
- (7) Some responsibilities concerning the disarmament of foreign combatants are shared with the Movements.
- (8) A community police force is to be established for the protection of IDPs not only in their camps but on their return to their home areas.
- (9) A total of 5,000 former combatants are to be integrated into the Sudan Armed Forces and other security services, including some senior officers.
- (10) The integration of former combatants is to be carried out in such a way that integrated combatants form one third or one half of the manpower in those units.

On 5 May, both Minni Minawi and Abdel Wahid al Nur accepted the security arrangements chapter of the DPA in toto and without reservation. A week later, Abdel Wahid expressed two concerns. One was that the Movements should be involved in monitoring the disarmament of the Janjaweed and the second was that “joint patrols” should ensure the security of returning refugees and IDPs. In an exchange of letters with the GoS on 14 May, Abdel Wahid received the assurance that disarmament of the Janjaweed was guaranteed by the CFC and the DSAIC, both of which included the SLM. On his second concern, Dr. Magzoub specified that “the request of the Liberation Movement as to be part of the evaluation of the process [of security of return of IDPs], such objective is absolutely, seriously and uncompromisingly agreed upon.” Dr. Magzoub did not respond specifically to the demand for “joint patrols”. However, it should be noted that (1) the community police remain deployed with IDP communities as they return home and (2) the specific rationale behind the Movements’ request for 50:50 representation in some army units was to provide security for returning refugees and IDPs. While the precise modalities for deploying these units is not spelled out in the DPA, the spirit and letter of the Agreement is fully consistent with the Movements’ desire to ensure the safety of returnees.

During the entire period of security discussions in the peace talks, all Parties assumed that the disarmament of the Janjaweed was the responsibility of the GoS. The Government had accepted this responsibility in line with UN Security Council resolutions. The Movement negotiators insisted that as the GoS was responsible for arming the Janjaweed, so too should it be responsible for disarming them. In the implementation of peace agreements, the responsibility for disarmament and demobilization normally falls upon the Parties themselves. Only in the rarest of cases does a peacekeeping force undertake disarmament itself.

Contrary to the above facts and observations, the ICG claims that:

“The DPA’s greatest failing is its lack of modalities and implementation guarantees for disarmament of the Janjaweed militias and the voluntary and safe

return of refugees and internally displaced persons (IDPs) to their villages. Its comprehensive ceasefire and security arrangements require the parties to disarm themselves, a task usually left for peacekeepers, while authorising AMIS to verify and monitor the processes of their redeployment, assembly and disarmament.”

The African Union holds that the correct procedure for disarming the Janjaweed is the one agreed by all Parties, namely that the GoS should undertake the onerous and potentially dangerous task of disarmament, while the AU, Movements and international community monitor and verify.

It is correct that the Government of Sudan has made several earlier commitments to disarm the Janjaweed and it is a legitimate question to ask, “what is different this time?” What is different is that the timetable, procedures and details of the disarmament process are spelled out. Paragraph 314 specifies the GoS obligation to produce a plan, Paragraph 315 specifies what that plan should contain; Paragraph 316 specifies that any militia that violates the ceasefire shall be disarmed immediately; Paragraphs 317 and 366 specify that the Janjaweed shall not be a threat to areas in which there are civilian populations, returning IDPs or where the Movements are required to redeploy their forces; Paragraph 367 specifies some of the control measures to be undertaken in Phase 2 of the ceasefire; Paragraph 417 provides the guarantee that the Movements move to assembly sites only when the threat of the Janjaweed has been removed; and Paragraph 457 provides a timetable for these activities.

The ICG report notes on Page 5:

“However, ‘Janjaweed’ remains poorly defined. The government has already hidden considerable numbers by admitting them into the formal security services, like the Popular Defence Forces (PDF), the Border Intelligence Units and the Central Reserve Police (the riot police). One observer estimates that nearly half the Janjaweed have already been disguised this way. Although the DPA requires downsizing of these forces, with the exception of the riot police, to their pre-conflict level, it leaves responsibility solely to the government, with no provisions for monitoring compliance.”

Paragraphs 446-447 of the DPA resolve these questions. The plan for reform of these institutions will be drawn up by the DSAIC, which is headed by a nominee of the Movements. (It should also be noted that the riot police are indeed covered by Paragraph 446 which indicates that reform is not limited to those institutions specifically mentioned.)

The African Union therefore submits that the text of the DPA provides extensive and strong mechanisms for security arrangements. The points raised by the ICG are incorrect.

This refutation does not mean that the AU is unconcerned with some of the other issues raised by the ICG report concerning security. In particular, the AU is acutely aware of the limitations of the capacity of AMIS to fulfill its onerous responsibilities for monitoring and verification under the DPA. During the Abuja negotiations, fully one month was consumed with the AMIS Force Commander and security experts from AMIS, the UN and the US preparing an

implementation plan for the security arrangements. To undertake the numerous tasks specified requires additional forces, improved logistics, and a more robust mandate.

As the ICG report mentions, the DPA also does not address the takeover of peacekeeping operations by the UN. This is not an oversight. The issue of the transition from the AU to the UN was being pursued at the level of the AU PSC and UNSC. The signing of the DPA was a precondition for the UN considering dispatching troops to Darfur. Should that transition occur, then those provisions of the DPA that refer to AMIS will automatically transfer to the UN force.

### Power- and Wealth-Sharing.

The ICG report has much less to say on the DPA's provisions for power- and wealth-sharing, although these are the concerns that have attracted much more criticism from the Movement leaders who have thus far refused to sign. The sections in the report on this issue therefore do not warrant the same level of response.

The ICG criticizes the position of "Senior Assistant to the President" on the grounds that it has no constitutionally-defined competencies because it is not specified in the CPA. However, in accordance with the Declaration of Principles of 5 July 2005, the DPA is to be incorporated into the Interim National Constitution. This means that the powers and competencies of this position are indeed constitutionally-specified.

On the wealth-sharing, the AU agrees with the observation on page 10 that "controversy over compensation of the victims has overshadowed agreement on other components of the wealth-sharing protocol." The focus on the GoS's initial contribution of \$30 million to the Compensation Fund overlooks the following agreed provisions in the DPA:

The first is the Compensation Commission, which is detailed in Paragraphs 199-209, and which has no ceiling on the value of the total awards that it can make. The second is the Darfur Reconstruction and Development Fund, which is by far the largest funding mechanism for rehabilitation Darfur. The third is the Compensation Fund itself, which is explicitly established solely as a mechanism for paying out interim awards to the victims within three months.

### Further Engagement with the Non-Signatory Parties

As the ICG report indicates, the African Union continued to engage with the non-signatory Parties after the DPA was signed by the GoS and Minni Minawi on 5 May. That engagement had the following stages:

- (1) Continued engagement in Abuja in the week following 5 May. Abdel Wahid wrote to the Chief Mediator Dr Salim Ahmed Salim on 10 May (not 14 May as indicated in the ICG Report). On 12 May, Dr Salim replied, assuring him that the AU would facilitate a meeting between him and the GoS and offering to support any relevant steps agreed among the Parties to ensure that his concerns were accommodated during the

- implementation of the Agreement. Having obtained the assent of the GoS and Minni Minawi to this approach, Dr Salim's letter was presented to Abdel Wahid and his team on 13 May. Abdel Wahid considered it insufficient. But contrary to what is stated in the ICG report, this did not reach a "dead end."
- (2) The following day, 14 May, the AU Mediation facilitated an exchange of letters between Abdel Wahid and the GoS Chief Negotiator, Dr. Magzoub al Khalifa. The assurances provided by Dr. Magzoub were insufficient for Abdel Wahid.
  - (3) On 15 and 16 May, as the deadline for signature approached and the AU Peace and Security Council met, the AU continued in intense dialogue with Abdel Wahid.
  - (4) From 26 May until 2 June, the AU, in coordination with the European Union and the Government of Norway, continued to engage with Abdel Wahid on his remaining substantive issues, while seeking to facilitate a meeting between him, First Vice President Salva Kiir, and Mr. Minni Minawi, in Yei, Southern Sudan. This effort collapsed when Abdel Wahid abruptly reversed his decision to attend that meeting.

The European Union, in consultation with the AU, continued to engage with the leadership of the Justice and Equality Movement after 5 May. There was, however, little indication from Dr Khalil Ibrahim that he was ready to move on the substantive issues on the table.

## Conclusion

Throughout the entire process of negotiations at Abuja, the African Union Mediation was constrained by several important factors. An elementary reality, that sometimes appears to be lost on some commentators, is that the Movements did not win a military victory and were therefore not in a position to impose their terms on the Government of Sudan. Any deal reached involved the SLM/A and JEM making compromises on dearly-held political objectives. The fact that they failed to achieve their political goals at the negotiating table is not, however, tantamount to capitulation to the Government of Sudan. The DPA represents a compromise, and gives the Movements the opportunity of gaining through peaceful democratic processes what they failed to win either on the battlefield or through the negotiations.

Another important constraint was the fragmentation of the Movements, their lack of capacity, and the fact that there were many important stakeholders absent from the table in Abuja. From the outset, the Mediation was clear that any Agreement signed in Abuja would have to be followed up by a supplementary process intended to bring in all those other groups. That process is the Darfur-Darfur Dialogue and Consultation. The need to move to the more inclusive process in Darfur was one reason why the Mediation did not want the Abuja talks to continue for a prolonged period without reaching a conclusion.

A third constraint was the high degree of distrust and mutual suspicion among the Parties, including among the Movement themselves.

Lastly, the Mediation was throughout informed by the need to support the Comprehensive Peace Agreement and the process of nationwide democratic transformation that it aims to bring about. The African Union recognized that it is only when peace is brought to Darfur, that the implementation of the CPA can truly begin in earnest. Any provisions in the DPA that

unraveled the CPA would have been disastrous for Sudan as a whole and would thereby have also defeated the aspirations of the people of Darfur to achieve their rights within a peaceful and democratic Sudan.

The faithful and expeditious implementation of the DPA depends primarily on the capacity and goodwill of the signatory Parties. The Government of Sudan and the SLM/A of Minni Arkoy Minawi have expressed their intent to proceed swiftly with implementation, and to that effect a delegation from the SLM/A is present in Khartoum.

The implementation of the DPA also requires the understanding and engagement of the people of Darfur and the international community. The African Union is confident that the DPA, as signed on 5 May, represents a strong deal for the people of Darfur and is a sound basis for moving ahead to achieve lasting peace.

The AU welcomes the “Declaration of Commitment” to the DPA signed by four leading members of the SLM/A and JEM in Addis Ababa on 8 June. It once again invites all those who remain outside the DPA to come forward and join the peace process in the coming days.

The AU expresses its regret at the misrepresentations of the DPA in the ICG Report of 20 June and its hope that the ICG will correct those factual errors without delay.