

Framework Agreement
to
Facilitate Payment of Post Service Benefits
between
The Republic of the Sudan
and
The Republic of South Sudan

Addis Ababa, 27 September 2012



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Preamble

Acknowledging that there are South Sudanese public servants now residing in the territory of the Republic of South Sudan or the Republic of the Sudan or any other country who, prior to the secession of South Sudan, worked in the public service of the Republic of the Sudan and who are pensioners, or may be eligible to become pensioners, under applicable laws of the Republic of the Sudan;

Acknowledging also that there are citizens of the Republic of the Sudan who prior to or after the secession of South Sudan worked in the public service of the government of South Sudan who are pensioners or will be eligible to become pensioners under applicable laws of the Republic of South Sudan.

Mindful of the critical importance, following the secession of the Republic of South Sudan, of agreeing on appropriate mechanisms to ensure uninterrupted, timely and convenient delivery of Post-Service Benefits to all qualified individuals as aforesaid who are citizens of the Republic of South Sudan or of the Republic of the Sudan and who reside in either State;

Committed to dealing with this matter in an expeditious manner to ensure that qualified individuals are duly paid post-service benefits in which they have vested interests, in order to protect their livelihoods and wellbeing;

The Parties agree as follows:

1. Definitions

"Post-Service Benefits" means pensions, gratuities and any other payments, for which a liability is provided under the relevant pension-related laws of the Republic of the Sudan and the Republic of South Sudan;



“Public Servant” means (a) constitutional post holders, (b) justices and judges of the judiciary; (c) legal counsels of the Ministry of Justice, (d) civil servants, and (e) persons employed or engaged in employment in government institutions as defined in the applicable laws of the two States;

“Pensions Entities” means the National Pensions Fund of the Republic of the Sudan and other institutions responsible for pension matters in accordance with the laws of the two States;

“National Pensions Fund” means the Public Servants Pension Fund of the Republic of the Sudan (also referred to as NPF);

“Pensioner” means a person who has served in the Organized Forces or public service of the Republic of the Sudan or the Republic of South Sudan, or worked in the private sector and who has a vested right to a pension on account of previous employment in pensionable service in accordance with the applicable laws of the two States;

“Survivor” means a person who is the legal heir of the Post Service Benefits of a deceased Pensioner in accordance with the applicable law;

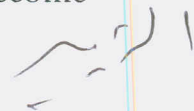
“Organized Forces” means the armed forces, unified police forces, National Security and any other regular forces in accordance with the laws of the two States; and,

“Sudan laws”, for the purpose of this agreement, means all relevant laws governing Pension Entities in the Republic of the Sudan prior to July 9, 2011.

2. Specific Obligations of the Parties

2.1 The Republic of Sudan acknowledges its duty to pay Post-Service Benefits and hereby commits to pay all Post-Service Benefits, including pensions and gratuities and other payments due to eligible and vested current and former Public Servants of the Republic of the Sudan and their Survivors at the central, state or local levels, including Public Servants who have become


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citizens of the Republic of South Sudan and who reside in the Republic of South Sudan or any other country, all in accordance with applicable laws of the Republic of the Sudan.

2.2. The Republic of South Sudan acknowledges its duty to pay Post-Service Benefits and hereby commits to pay all Post-Service Benefits, including pensions and gratuities and other payments due to eligible and vested current and former Public Servants of the Republic of South Sudan and their Survivors at the central, state or local levels, including Public Servants who have become citizens of the Republic of the Sudan and who reside in the Republic of the Sudan or any other country, all in accordance with applicable laws of the Republic of South Sudan.

2.3 Subject to agreements reached by the Parties on the basis of the assessments and reviews to be carried out in accordance with the provisions of this Agreement, the Republic of the Sudan hereby commits to finance identified and agreed unpaid contributions of eligible Public Servants who were serving in the Co-ordinating Council for Southern States. This is in accordance with the provision of the MoU, signed by the Government of National Unity and the Government of Southern Sudan, dated 14 July 2010.

2.4 Following the completion of the identification and calculation processes provided for in Articles 6.1 (a) and (b) of this Agreement, the Parties shall cause their respective Pension Entities, promptly and without delay, to pay to eligible pensioners or survivors any arrears or amounts that are due and payable to them, and shall ensure that such payments are continued in accordance with the respective applicable laws of the Republic of the Sudan and the Republic of South Sudan.

3. Joint Ministerial Committee on Pensions

3.1 Within thirty (30) days of the signing of this Agreement, the Parties shall establish a Joint Ministerial Committee on Pensions (JMCP). The JMCP shall be composed of six (6) members, with three (3) each representing each State. The JMCP shall be co-chaired by the respective Ministers of each State



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responsible for pension matters, and with membership of the ministers of Interior and Defence.

3.2 The first meeting of the JMCP shall take place within fifteen (15) days of its establishment in accordance with Article 3.1 and thereafter, the JMCP shall meet, periodically, at times and locations to be determined by it.

3.3 The JMCP shall adopt its internal rules of procedure for regulation of its business.

3.4 The costs of meetings of the JMCP shall be shared equally between the two States.

4. Mandate of the JMCP

4.1 The JMCP shall have primary responsibility for discussing and reaching agreement on all issues related to pensions administration of relevance to the two States.

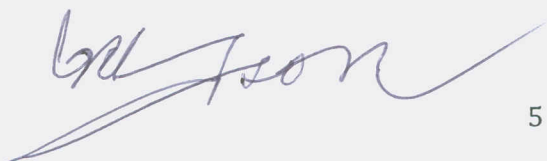
4.2 Consistent with the objectives of this Agreement, the JMCP shall at its first meeting establish additional timeframes and completion dates for the carrying out of the mandates listed in Articles 6.1 (a) and (b) of this Agreement.

4.3 The JMCP shall oversee and approve the work programme of the Joint Technical Committee on Pensions established pursuant to Article 5.1 of this Agreement.

4.4 The JMCP shall be responsible for making decisions on any issues that are brought to its attention in the course of the deliberations and work of the Joint Technical Committee on Pensions.

4.5 The JMCP may add to its mandate such other matters, relevant to Post-Service Benefits, as it may deem necessary.

4.6 The JMCP may add such other matters to the terms of reference of the JTCP as it deems relevant to the achievement of the objectives of this Agreement.



4.7 The JMCP may request support and technical advisory services from the International Labour Organization or any other institution with expertise in pension-related matters, to support the work of the JTCP.

4.8 The JMCP shall ensure that the JTCP completes the tasks listed in Article 6 within 12 months from the date of its establishment.

5. Joint Technical Committee on Pensions

5.1 Within thirty (30) days of the establishment of the JMCP, the Parties shall establish a Joint Technical Committee on Pensions (JTCP).

5.2 The JTCP shall be composed of ten (10) members, with each Party nominating five (5) members to represent all the relevant ministries and departments within the governments of the two States having substantive dealings with, and interests in, pension-related matters. The JTCP shall be co-chaired by a member representing each Party.

5.3 The JTCP may establish such sub-committees and working groups as it deems necessary to enable it to discharge its responsibilities with due diligence and efficiency and may co-opt qualified and experienced officials from relevant ministries of the governments of the two Parties to assist on particular issues.

5.4 The first meeting of the JTCP shall take place within 15 days of its establishment under Article 5.1 and, thereafter, it shall meet periodically at times and locations to be determined by it.

5.5 The JTCP shall adopt its internal rules of procedure and regulations to ensure the effective and efficient carrying out of its work, including guidelines and procedures for reporting to the JMCP on a quarterly basis.

5.6 The work plans and associated budgets of the JTCP shall be subject to the approval of the JMCP.

5.7 The costs of operations of the JTCP shall be shared equally by the Parties.



5.8 The JTCP may refer to the JMCP for decision, any dispute or matter concerning the work and activities under these terms of reference that the JTCP deems appropriate.

6. Terms of Reference of the JTCP

6.1. The terms of reference of the JTCP shall include the following:

(a) identify those individuals who are citizens of either the Republic of the Sudan or the Republic of South Sudan who are, or shall be eligible, to receive Post-Service Benefits from Pensions Entities of the other State, according to the relevant laws of the two States;

(b) provide guidance for the calculation of Post-Service Benefits for pensioners and eligible pensioners according to the relevant laws of the two States; and complete any incomplete files within forty-five (45) days of the establishment of the JTCP;

(c) resolve any problems that may be hindering the calculation of pensions, brought to its attention by the Pensions Entities in the course of the carrying-out of the identification and calculation process referred to in (a) and (b) above;

(d) facilitate the transfer of all relevant financial entitlements, including payments from the Pensions Entities of the Republic of the Sudan to the South Sudan Pensions Fund (SSPF) and payments from the SSPF to the Pensions Entities of the Republic of the Sudan, for the benefit of pensioners;

(e) determine modalities to ensure prompt and continuous payment, including payment of arrears, in accordance with the respective laws of the two States;

(f) facilitate transfer of payments through the two Central Banks, calculated in Sudanese pounds (SDG) and South Sudan Pounds (SSP), at prevailing exchange rates as agreed by the JTCP, for transfer through



the two Central Banks according to financial procedures agreed by the Central Banks;

(g) devise methods to facilitate the transfer of data and information between the Pensions Entities in Sudan and the SSPF, upon request;

(h) develop materials and provide relevant information which the Pension Entities in the two States may utilize to inform prospective beneficiaries of their rights and the relevant procedures for applications to the Pensions Entities;

(i) assist in the identification of assets, including financial assets, of Pensions Entities in each State located in the other State;

(j) provide assistance to, and advise, missions of auditing teams of Pensions Entities from one State visiting the other State, as required;

(k) develop a program for cooperation and collaboration between the Pensions Entities of the two States, including provision of technical assistance to each other; and

(l) submit quarterly reports to the JMCP.

7. Data

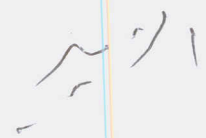
The Parties shall establish mechanisms for the sharing in a timely manner, of all relevant data, records, documents and information related to Post-Service Benefits and relevant to the terms of reference of the JTCP and, in particular, data on individuals who receive, or are eligible to receive, Post-Service Benefits, and shall furnish to each other all such information related thereto as the other Party shall reasonably request.



8. Dispute resolution mechanism

In case any dispute arises and the JMPC fails to reach an amicable solution, the matter shall be referred to the International Labour Organization (ILO) or any other international institution agreed by the Parties, and their opinion shall be final and binding.

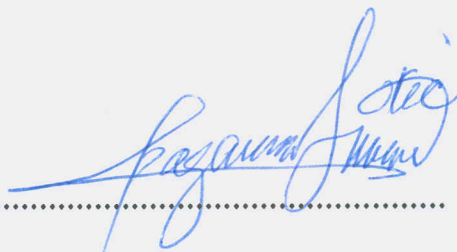


Done in Addis Ababa, this 27th Day of September, 2012:

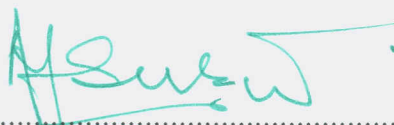


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H.E. Idriss Abdel Gadir
On behalf of:
The Republic of the Sudan



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H.E. Pagan Amum Okiech
On behalf of:
The Republic of South Sudan

Witnessed by:



.....
H.E. General Abdusalami Abubakar
On behalf of the African Union High Level Implementation Panel