

Key texts and agreements

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- *Joint Agreement On Safety And Immunity Guarantees*, between the Government of the Republic of the Philippines and the National Democratic Front of the Philippines, 24 February 1995.
- *Agreement on Ground Rules*, between Operation Lifeline Sudan and SPLM-United, May 1996.
- *Deed of Commitment under Geneva Call for Adherence to a Total Ban on Anti-Personnel Mines and for Cooperation in Mine Action*. Generic version.

Joint Agreement On Safety And Immunity Guarantees

24 February 1995

Signed between the Government of the Republic of the Philippines (GRP) and the National Democratic Front of the Philippines (NDFP)

This JOINT AGREEMENT on Safety and Immunity Guarantees, hereinafter referred to as the Joint Agreement IS ENTERED INTO BY AND BETWEEN:

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES, including its executive departments and agencies, hereinafter referred to as the GRP, through its negotiating panel headed by its Chairman, HOWARD Q. DEE;

AND

THE NATIONAL DEMOCRATIC FRONT OF THE PHILIPPINES, including the COMMUNIST PARTY OF THE PHILIPPINES and the NEW PEOPLE'S ARMY, hereinafter referred to as the NDFP, through its negotiating panel headed by its Chairman, LUIS JALANDONI;

WITNESSETH:

In firm adherence to the HAGUE JOINT DECLARATION and pursuant to the pertinent provisions of the JOINT STATEMENT signed in Breukelen, the Netherlands on June 14, 1994, the GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES (GRP) and the NATIONAL DEMOCRATIC FRONT OF THE PHILIPPINES (NDFP) hereby adopt safety and immunity guarantees to protect the rights of negotiators, consultants, staffers, security and other personnel who participate in the GRP-NDFP peace negotiations.

The primary purposes of the safety and immunity guarantees hereby adopted are to facilitate the peace negotiations, create a favorable atmosphere conducive to free discussions and free movement during the negotiations, and avert any incident that may jeopardize the negotiations.

I. Safety Guarantees

1. As used and understood in this Joint Agreement, safety guarantees shall mean that all duly accredited persons as defined herein in possession of documents of identification or safe conduct passes are guaranteed free and unhindered passage in all areas in the Philippines, and in travelling to and from the Philippines in connection with the performance of their duties in the negotiations.

2. Each party has the inherent right to issue documents of identification to its negotiators, consultants, staffers, security and other personnel and such documents shall be duly recognized as safe conduct passes as provided in this Joint Agreement.

The GRP and the NDFP shall agree through their respective panel chairmen on the number of documents of identification each party will issue based on the different categories of functions which the parties will designate from time to time.

The documents of identification shall contain the official seal of the issuing party, the bearer's photograph, name, sex, date and place of birth, height, color of hair and eyes, distinguishing physical features, the assigned number, designation or duty in the peace negotiations, and the period of validity. Each party shall provide the other with the name, designation and assigned number on each document of identification issued in accordance with this Joint Agreement.

The holder of the document of identification so considered as a safe conduct pass in accordance with this Joint Agreement or of the safe conduct pass referred to in the preceding paragraph is hereinafter referred to as the duly accredited person.

Any person under detention who may be designated to participate in the peace negotiations pursuant to this Joint Agreement shall be the subject of separate agreement between the two parties on a case to case basis.

Upon presentation by the duly accredited person to any entity, authority or agent of the party concerned, the document of identification or safe conduct pass shall be honored and respected and

the duly accredited person shall be accorded due recognition and courtesy and allowed free and unhindered passage as stipulated in this Joint Agreement. The duly accredited person shall have in his or her possession the document of identification or safe conduct pass for the duration of the peace negotiations.

3. The document of identification or safe conduct pass shall not be transferable, provided that safety guarantees granted to the duly accredited person shall extend to any person or persons consulted by the duly accredited person during and in transit to and from such consultations, and provided that these consultations shall be in connection with and in furtherance of the purposes of the peace negotiations. The appropriate information on these consultations shall be given by the party concerned to the other with due consideration to the safety of the persons involved in such consultations.

4. All duly accredited persons who are already publicly known to be involved in the GRP-NDFP peace negotiations shall be free from surveillance and shall be allowed freely to consult with the leaders and entities of the party concerned in the Philippines and abroad.

5. The GRP shall promptly issue upon request regular passports to NDFP personnel who are duly accredited persons, without obligation to take an oath of allegiance to the GRP.

6. The GRP hereby recognizes and respects the right of NDFP personnel who are duly accredited persons to hold and use passports or travel documents issued by other countries or other recognized entities. Said NDFP personnel who are duly accredited persons may use such passports or travel documents in entering, staying in and departing from the Philippines, and shall not be subjected to any form of punitive action, harassment, obstruction or similar acts by the GRP in the course of travel, entry, stay or departure.

7. Each party shall upon request provide to the other any appropriate assistance to achieve the primary purposes of this Joint Agreement.

II. Immunity Guarantees

1. As used and understood in this Joint Agreement, immunity guarantees shall mean that all duly accredited persons are guaranteed immunity from surveillance, harassment, search, arrest, detention, prosecution and interrogation or any other similar punitive actions due to any involvement or participation in the peace negotiations.

The immunity guarantees shall cover all acts and utterances made in the course of and pursuant to the purposes of the peace negotiations.

All materials, information and data submitted to or produced in the course of and pursuant to the purposes of the peace negotiations shall likewise be covered by the immunities provided for in this Joint Agreement and shall not be used in any investigation or judicial proceeding.

Any evidence obtained in violation of this Joint Agreement shall not be used in any investigation or judicial proceeding.

All immunities acquired by virtue of this Joint Agreement shall remain in full force and effect even after the termination of this Joint Agreement, provided said immunities shall not cover acts which are contrary to the purposes of the peace negotiations and outside and beyond involvement or participation in the peace negotiations.

2. In all cases involving duly accredited persons, the prosecutors shall move for the suspension, during the peace negotiations, of criminal proceedings or processes including arrest and search, for acts allegedly committed prior to the effectivity of this Joint Agreement.

3. All persons who shall assist the personnel of either side in the performance of their work in the peace negotiations, including the conduct of public consultations and peaceful assemblies, shall not be held liable for rendering such assistance.

4. In the course of requesting a passport from the GRP in accordance with No. 5 of I above, the duly accredited person shall be immune from surveillance, arrest, prosecution, trial, punitive action, harassment,

discrimination or any liabilities due to exposure of identity and role in the peace negotiations.

5. Any NDFP personnel, holding a GRP passport, who is a duly accredited person and who goes abroad to consult with the NDFP negotiating panel or to attend any meeting in peace negotiations or perform work related to the GRP-NDFP peace negotiations shall be exempt from passport cancellation and shall continue to be entitled to the safety and immunity guarantees, including immunity from arrest, search or any punitive action, within a period of 30 days upon his return to the Philippines, or 30 days from the formal termination of this Joint Agreement, whichever comes later.

6. Any NDFP personnel based abroad who is a duly accredited person and who goes to the Philippines for consultations or to perform any other work related to the peace negotiations shall enjoy safety and immunity guarantees as provided for in this Joint Agreement and shall be free to return abroad at any time before and within a period of 30 days after the formal termination of this Joint Agreement.

III. General Provisions

1. This Joint Agreement on Safety and Immunity Guarantees shall be signed by the GRP and the NDFP negotiating panels and shall be subject to approval in writing by the respective principals of both parties, which approval shall be made and communicated to the other party within 90 days from the signing hereof.

2. Any violation of this Joint Agreement may be presented by the aggrieved party to the other and shall promptly be the subject of consultations between the two panels of the negotiating parties in order to remove impediments to the peace negotiations. Such violation shall be investigated and dealt with accordingly by the party to which the personnel charged with the violation belongs.

3. Any disagreement or ambiguity in the interpretation and application of the provisions of this Joint Agreement shall be subject of consultations between the two panels and resolved in accordance with the letter and spirit of the HAGUE JOINT DECLARATION

and the pertinent provisions of the BREUKELEN JOINT STATEMENT.

4. The two parties may mutually amend, modify or supplement this Joint Agreement if the progress of the peace negotiations so demands.

5. After its approval as provided in No. 1 of III above, this Joint Agreement shall be effective and binding upon the parties 30 days prior to the formal opening of the peace negotiations on June 1, 1995 and for the duration of the peace negotiations, unless this Joint Agreement is sooner terminated by written notice given by one party to the other. In the latter event, this Joint Agreement shall be deemed terminated 30 days after receipt of the notice of termination.

6. The venue of the formal talks shall be Brussels, Belgium, unless both parties mutually agree on another neutral venue. For this purpose, both parties shall separately make arrangements with the host country concerned.

Done In The Town Of Nieuwegein, The Netherlands, On The 24th Day Of February 1995.

APPROVED BY:

(Sgd.) FIDEL RAMOS

President

Government of the Republic
of the Philippines

April 25, 1995

(Sgd.) MARIANO OROSA

Chairperson

National Democratic

Front of the Philippines

April 10, 1995

SPLM-United / Operation Lifeline Sudan Agreement on Ground Rules

May 1996

This agreement is intended to lay out the basic principles upon which Operation Lifeline Sudan (OLS) works and to lay out the rules and regulations resulting from such principles. It seeks to define the minimum acceptable standards of conduct for the activities of OLS agencies and the Fashoda Relief and Rehabilitation Association (FRRA), as the official counterpart in areas controlled by the Sudan People's Liberation Movement-United (SPLM-United).

We, the undersigned, enter into this agreement in a spirit of good faith and mutual cooperation in order to improve the delivery of humanitarian assistance to and protection of civilians in need.

In signing this agreement, we express our support for the following international humanitarian conventions and their principles, namely:

i. Convention on the Rights of the Child 1989

ii. Geneva Conventions of 1949 and the 1977 Protocols additional to the Geneva Conventions

A. Statement of humanitarian principles

1. The fundamental objective of OLS and FRRA is the provision of humanitarian assistance to populations in need wherever they may be. Such humanitarian assistance seeks to save life, to ease suffering, to promote self-reliance, self-sufficiency and the maintenance of livelihoods. The right to receive humanitarian assistance and to offer it is a fundamental humanitarian principle.

2. The guiding principle of OLS and FRRA is that of humanitarian neutrality – an independent status for humanitarian work beyond political or military considerations. In other words:

i. Humanitarian aid must be given according to considerations of human need alone. Its granting, or its

acceptance must not be made dependent on political factors or upon race, religion, ethnicity or nationality. It must not seek to advance any political agenda. Where humanitarian assistance is inadequate to meet the needs of all, priority must be given to the most vulnerable.

ii. The passage of humanitarian assistance to populations in need should not be denied even if this requires that aid passes through an area controlled by one party in order to reach the needy in another area, provided that such passage is not used for military advantage.

iii. Relief assistance is provided solely on the basis of need; those providing assistance do not affiliate themselves to any side in the ongoing conflict.

iv. The only constraints on responding to humanitarian need should be those of resources and practicality.

3. All humanitarian assistance provided is for the use of identified civilian beneficiaries. Priority must at all time be given to women and children and other vulnerable groups such as the elderly, disabled and displaced people.

4. Those carrying out relief activities under the auspices of OLS must be accountable to the beneficiaries and their representative structures in first place, and to those who fund the activities. This places the following obligations on the various parties:

i. those rendering humanitarian aid have a duty to ensure its appropriate end use. This includes a right to monitor and participate in the distribution of humanitarian aid on the ground in partnership with FRRA.

ii. local authorities, through the FRRA, must ensure that aid is distributed fairly to civilian beneficiaries. Diversion of aid from intended beneficiaries is regarded as a breach of humanitarian principles.

iii. decision-making on the selection of beneficiaries and the monitoring of the use of inputs and resources must be, and be seen to be, transparent and responsive to broad based decision-making at the level of affected communities. Local authorities and relief agencies should involve local

representatives of communities in the processes of targeting and monitoring of aid. Where possible, this should be done through the Joint Relief and Rehabilitation Committees which include elected community representatives.

5. OLS is based on the complete transparency of all its activities. This means that local authorities have the right to expect that OLS agencies provide full information regarding the resources to be provided. In return, it is expected that local authorities will report honestly and fairly in all their dealings with OLS with respect to needs identified, populations in need, use of resources, etc.

6. All humanitarian actions should be tailored to local circumstances and aim to enhance, not supplant, locally available resources and mechanisms. Strengthening local capacity to prevent future crises and emergencies and to promote greater involvement of Sudanese institutions and individuals in all humanitarian actions is an integral part of OLS's humanitarian mandate.

7. The fundamental human right of all persons to live in safety and dignity must be affirmed and supported through appropriate measures of protection as well as relief. All those involved in OLS must respect and uphold international humanitarian law and fundamental human rights.

8. Bona fide staff members of OLS agencies and others living, working or travelling in Sudan under the auspices of OLS have the right to go about their business freely and without restraint provided that they adhere to these ground rules and to local laws and customs. In all their dealings, relief workers and local authorities must demonstrate mutual respect.

B. Mutual obligations

1. All externally supported programmes and projects in SPLM-United administered areas, must be approved by FRRA (both locally and at FRRA head office) prior to their implementation. NGOs or UN agencies are responsible for ensuring that such approval is obtained in writing. Project implementation should be based upon

a letter of understanding between the agency, FRRA and OLS which defines roles, responsibilities and commitments of all sides plus procedures for resolving differences and grievances.

2. All UN/NGO workers are expected to act in accordance with the humanitarian principles previously defined: provision of aid according to need; neutrality, impartiality, accountability and transparency. This includes non-involvement in political/military activity. NGOs and UN agencies must not act or divulge information in a manner that will jeopardise the security of the area.

3. All UN/NGO workers must show respect for cultural sensitivities and for local laws and customs. Relief agencies must ensure that their staff are familiar with these laws and customs.

4. UN agencies and NGOs shall strive to offer the highest possible standards of service to their beneficiaries. This means that all agencies commit themselves to recruiting only those staff judged to have adequate technical and personal skills and experience required for their work.

5. UN agencies and NGOs must ensure that all their staff living, working or visiting Sudan are bearers of valid entry passes from SPLM-United.

6. FRRA must commit itself to the humanitarian principles defined above and not allow itself to be motivated by political, military or strategic interests. It should seek to provide an efficient and effective coordinated information and planning service for relief and rehabilitation activities.

7. The SPLM-United recognizes and respects the humanitarian and impartial nature of UN agencies and those NGOs who have signed a letter of understanding with UNICEF/OLS and FRRA.

8. The FRRA should facilitate the flow of relief goods and services and provide accurate and timely information regarding the needs and the situation of civilians in their areas.

9. Local authorities assume full responsibility, through the FRRA for the safety and Protection of relief workers in areas under their control.

This responsibility includes:

i. Providing an immediate alert to relief workers in potentially insecure areas;

ii. facilitation of safe relocation when necessary;

iii. protection from any form of threat harassment or hostility from any source;

Relief staff or agencies are not expected to pay for such protection either of themselves or of their property.

10. UN/NGO compounds should be respected as property of these institutions. Those living in these compounds have the right to privacy and compounds should only be entered with the permission of their residents. No military or political activity should take place in these compounds and no personnel bearing arms may enter them except when the safety of their residents is threatened.

C. Use of relief property and supplies

1. i. All UN/NGO property, including vehicles and property hired by UN/NGOs, is to be controlled and moved at the discretion of UN/NGOs or their agencies, unless such property is formally donated to another party.

Project agreements between NGOs, FRRA and UN/OLS should clearly define which assets will remain the property of the agency concerned and which are project assets which must remain in Sudan even when the agency concerned leaves temporarily or permanently.

ii. Those assets defined as agency assets remain the effective property of the agency at all times and may be removed whenever a project terminates or an agency withdraws from a location for whatever reason.

iii. Project assets are those which are for direct use by project beneficiaries or are integral to the running and sustainability of the project. These goods remain the property of UN/NGO until formally handed over to the FRRA or local communities and their leaders. Decisions regarding the distribution and use of such items should be made, whenever possible, jointly between NGOs and local authorities, under the auspices of the Joint Relief and Rehabilitation

Committee following the humanitarian principles stated above.

2. UN and NGO flags are for exclusive use by these agencies.
3. UN and NGO staff will be allowed unrestricted access to their communication equipment and to exercise normal property rights. Except for emergencies, all messages should be written and recorded. Use of UN/NGO radios or other communication equipment will be limited to information on relief activities only. All messages will be in the English language. Operation shall be by a locally designated radio operator seconded and selected jointly by the local authorities and relief agencies. Whenever necessary, UN/NGO personnel will be allowed to transmit their own messages.
4. No armed or uniformed personnel is allowed to travel on UN/NGO vehicles: planes, boats or cars. This includes those vehicles contracted by UN/NGOs.

D. Employment of staff

1. All UN agencies and NGO have the right to hire their own staff as direct employees. These agencies should be encouraged to employ appropriately qualified and experienced Sudanese as part of a capacity building strategy.
2. In the cases of Sudanese staff seconded to an NGO supported project (e.g. health staff), appointments and dismissals are made by the local authority in consultation with the agency which is expected to support payment of that workers incentives. The number of workers to be supported must be agreed jointly. An NGO or a UN agency may ask the local authorities to withdraw seconded staff considered incompetent, dishonest or otherwise unsuitable for their jobs.
3. Local authorities should ensure that the Sudanese staff of UN/NGOs and, especially, those staff who receive special training programmes to upgrade and improve their skills are exempted, whenever possible, from military or other service so that they can contribute to the welfare of the civilian population.

E. Rents, taxes, licences, protection money

1. No UN/NGO should be expected to pay rent for buildings or areas which are part of their work, for example, offices or stores when they have built these buildings themselves or where they are donated by the local authority.
2. In the case of public buildings which are being rented by an NGO as living accommodation, a reasonable rent may be paid by the NGO/UN agency to the civil administration. Genuine efforts should be made to make moves towards standardization of these rents.
3. All OLS agencies shall be exempt from customs duties for supplies (including personal supplies) and equipment brought into Sudan. Any taxes to be paid will be agreed between the agency concerned and the local authority as part of the project agreement.

F. Implementation of this agreement

1. All signatories to this agreement must accept responsibility for ensuring that it is disseminated to all their officials and staff working in Sudan. It should also be publicised in public places in Sudan to ensure that local communities and beneficiaries understand its principles and rules.
2. UNICEF/OLS, together with the FRRA will be responsible for ensuring the holding of workshops and meetings in all key locations in which the principles and rules of this agreement are explained and discussed with all relevant personnel.
3. The FRRA is fully responsible for ensuring compliance with this agreement by the local authorities and communities.
4. Joint Relief and Rehabilitation Committees established in all relief centres and involving all relevant actors should meet together on a regular basis to plan, implement and monitor the delivery of humanitarian assistance. These committees will be regarded as the custodians of the principles of this agreement at local level and responsible for ensuring that the rules are upheld and respected by all sides.

G. Mechanisms for resolving alleged violations of ground rules

1. In cases where allegations of non-compliance with this agreement are made, all parties commit themselves to resolving differences as speedily as possible in an attitude of good faith.
2. Where alleged violations of ground rules have occurred, the allegation should be documented in writing by the complainant.
3. The issue should then be taken to the local Joint Relief and Rehabilitation Committee where this exists.
4. If unresolved, it should then be discussed at local level with meetings between the area secretary of the FRRA, the civil administrator and the local head of the UN/NGO, together with the UNICEF/OLS Resident Project Officer, where appropriate.
5. If the issue remains unresolved at local level, it should be referred to central authorities in writing to be dealt with by the senior officials of the agencies concerned, i.e. the FRRA head office, the head of the NGO and, if appropriate, the UNICEF/OLS coordinator.

Signed:

Dr. Lam Akol, Chairman and Commander in Chief SPLM-United, and Pierce Gerety, OLS Coordinator and UNICEF Chief of Operations

Deed of commitment under Geneva Call for adherence to a total ban on anti-personnel mines and for cooperation in mine action

We [the undersigned rebel movement or armed group] through our duly authorized representative(s),

Recognizing the global scourge of anti-personnel mines which indiscriminately and inhumanely kill and maim combatants and civilians, mostly innocent and defenceless people, especially women and children, even after the armed conflict is over;

Realizing that the limited military utility of anti-personnel mines is far outweighed by their appalling humanitarian, socio-economic and environmental consequences, including on post-conflict reconciliation and reconstruction;

Rejecting the notion that revolutionary ends or just causes justify inhumane means and methods of warfare of a nature to cause unnecessary suffering;

Reaffirming our determination to protect the civilian population from the effects or dangers of military actions, and to respect their rights to life, to human dignity, and to development;

Resolved to play our role not only as actors in armed conflicts but also as participants in the practice and development of legal and normative standards for such conflicts, starting with a contribution to the overall humanitarian effort to solve the global landmine problem for the sake of its victims;

Accepting that international humanitarian law and human rights apply to and oblige all parties to armed conflicts;

Acknowledging the norm of a total ban on anti-personnel mines established by the 1997 Ottawa Treaty, which is an important step toward the total eradication of landmines;

NOW, THEREFORE, hereby solemnly commit ourselves to the following terms:

1. TO ADHERE to a total ban on anti-personnel mines. By anti-personnel mines, we refer to those devices which effectively explode by the presence, proximity or contact of a person, including other victim-activated explosive devices and anti-vehicle mines with the same effect whether with or without anti-handling devices. By total ban, we refer to a complete prohibition on all use, development, production, acquisition, stockpiling, retention, and transfer of such mines, under any circumstances. This includes an undertaking on the destruction of all such mines.

2. TO COOPERATE IN AND UNDERTAKE stockpile destruction, mine clearance, victim assistance, mine awareness, and various other forms of mine action, especially where these programs are being implemented by independent international and national organizations.

3. TO ALLOW AND COOPERATE in the monitoring and verification of our commitment to a total ban on anti-personnel mines by Geneva Call and other independent international and national organizations associated for this purpose with Geneva Call. Such monitoring and verification include visits and inspections in all areas where anti-personnel mines may be present, and the provision of the necessary information and reports, as may be required for such purposes in the spirit of transparency and accountability.

4. TO ISSUE the necessary orders and directives to our commanders and fighters for the implementation and enforcement of our commitment under the foregoing paragraphs, including measures for information dissemination and training, as well as disciplinary sanctions in case of non-compliance.

5. TO TREAT this commitment as one step or part of a broader commitment in principle to the ideal of humanitarian norms, particularly of international humanitarian law and human rights, and to contribute to their respect in field practice as well as to the further development of humanitarian norms for armed conflicts.

6. This Deed of Commitment shall not affect our legal status, pursuant to the relevant clause in common article 3 of the Geneva Conventions of August 12, 1949.

7. We understand that Geneva Call may publicize our compliance or non-compliance with this Deed of Commitment.

8. We see the desirability of attracting the adherence of other armed groups to this Deed of Commitment and will do our part to promote it.

9. This Deed of Commitment complements or supercedes, as the case may be, any existing unilateral declaration of ours on anti-personnel mines.

10. This Deed of Commitment shall take effect immediately upon its signing and receipt by the Government of the Republic and Canton of Geneva which receives it as the custodian of such deeds and similar unilateral declarations.

Done this [date] in [place]

[Signatories]