



JULY 25, 2025

**AGREEMENT FOR STRATEGIC ENGAGEMENT
BETWEEN THE GOVERNMENT OF SOUTH
SUDAN AND EUROPEAN SOCIAL LABEL**

FOR THE ESTABLISHMENT OF SUDESA

CREATED BY

EUSLAB

Care to Change the World

Agreement for Strategic Engagement between the Government of South Sudan and the European Social Label

1. Preamble and Background

Recognising the urgent need for institutional transformation, digital modernisation, and inclusive development in the Republic of South Sudan;

Acknowledging the Government of South Sudan's commitment to building a resilient, transparent, and citizen-centered public sector, as articulated in the *Revised National Development Strategy 2021–2024* under the theme “*Consolidate Peace, Stabilize the Economy*”, and in the long-term national vision *South Sudan Vision 2040: Towards freedom, equality, justice, peace and prosperity for all*;

Affirming the strategic role of the European Social Label (EUSL) as a multilateral institution dedicated to advancing social equity, digital governance, and institutional capacity across the Global South;

Recalling the shared vision articulated in the *Agenda for Social Equity 2074*, which serves as a guiding framework for long-term cooperation between national governments and international partners in pursuit of sustainable, equitable, and digitally enabled development;

Further recognising South Sudan's alignment with the African Union's *Agenda 2063*, and its commitment to regional integration, peacebuilding, and inclusive growth;

Recognising the successful collaboration between the Government of South Sudan and EUSL in the conceptualisation of the South Sudan Development and Social Equity Agency (SUDESA), and the mutual interest in formalising a broader strategic partnership;

This Agreement is hereby entered into by and between the Government of the Republic of South Sudan and the European Social Label (EUSL), for the purpose of establishing a structured, legally binding framework for strategic engagement, institutional co-creation, and coordinated implementation of national digitalisation and development initiatives.

2. Purpose of the Agreement

The purpose of this Agreement is to establish a formal and binding partnership between the Government of the Republic of South Sudan and the European Social Label (EUSL), designating EUSL as the lead implementing partner for the digital transformation of government systems and the coordination of national development initiatives.

This Agreement provides the legal and institutional foundation for a long-term strategic engagement aimed at:

- Advancing the digitalisation of public administration, service delivery, and national infrastructure;
- Strengthening institutional capacity, governance systems, and public sector innovation;

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- Supporting the co-creation and operationalisation of hybrid institutions such as the South Sudan Development and Social Equity Agency (SUDESA);
- Ensuring alignment with South Sudan's national development frameworks, including the *Revised National Development Strategy 2021–2024* and *South Sudan Vision 2040*, as well as continental and global agendas such as *Agenda 2063* and the *Agenda for Social Equity 2074*.

Through this Agreement, the parties affirm their shared commitment to a development model that is inclusive, transparent, and people-centered—anchored in mutual respect, institutional neutrality, and long-term sustainability.

3. Scope of Engagement

This Agreement establishes the scope under which the European Social Label (EUSL) shall serve as the lead implementing partner for the digital transformation and development coordination of the Government of South Sudan. The engagement shall encompass the following areas:

- **Digital Transformation:** Design and implementation of national digital infrastructure, including e-government platforms, digital identity systems, data governance frameworks, and cybersecurity protocols.
- **Institutional Development:** Support for the creation, reform, and operationalisation of public institutions, including hybrid entities such as the South Sudan Development and Social Equity Agency (SUDESA).
- **Public Sector Innovation:** Modernisation of service delivery mechanisms across key sectors such as health, education, agriculture, and social protection.
- **Capacity Building:** Development and delivery of training programs, leadership development, and technical assistance for civil servants and public institutions.
- **Strategic Alignment:** Integration of national development efforts with regional and global frameworks, including Agenda 2063 and Agenda for Social Equity 2074.
- **Resource Mobilisation and Coordination:** Facilitation of partnerships with multilateral institutions, bilateral donors, and private sector actors to support national priorities.

The scope of engagement may be expanded by mutual agreement, subject to formal amendment of this Agreement.

4. Roles and Responsibilities

Government of South Sudan

The Government shall:

- Provide political and institutional support for the implementation of this Agreement;
- Facilitate access to relevant ministries, agencies, and public institutions;
- Ensure alignment of EUSL-supported initiatives with national policies and legal frameworks;
- Allocate necessary resources, including budgetary contributions, office space, and personnel where applicable;

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- Participate in joint governance structures and oversight mechanisms established under this Agreement.

European Social Label (EUSL)

EUSL shall:

- Serve as the lead technical and strategic partner for the implementation of digital and development initiatives;
- Provide technical expertise, institutional models, and programmatic frameworks aligned with Agenda 2074;
- Support the establishment and operationalisation of co-owned institutions such as SUDESA;
- Mobilise financial and technical resources from international partners;
- Ensure transparency, accountability, and alignment with national priorities in all activities undertaken under this Agreement.

Joint Responsibilities

Both parties shall:

- Establish and maintain a joint governance mechanism to oversee implementation;
- Ensure regular communication, coordination, and reporting;
- Promote inclusive stakeholder engagement, including civil society, private sector, and development partners;
- Uphold the principles of neutrality, equity, and sustainability in all joint undertakings.

5. Governance and Oversight

To ensure effective coordination, transparency, and accountability, the parties shall establish a joint governance mechanism to oversee the implementation of this Agreement and all associated programs.

Joint Steering Committee (JSC)

A Joint Steering Committee shall be constituted, composed of equal representation from the Government of South Sudan and the European Social Label (EUSL). The JSC shall:

- Provide strategic direction and oversight for all activities undertaken under this Agreement;
- Approve annual work plans, budgets, and performance reports;
- Resolve policy-level issues and ensure alignment with national and international frameworks;
- Facilitate coordination with development partners and regional institutions.

The JSC shall meet quarterly and may convene extraordinary sessions as needed. It shall be co-chaired by a senior representative of the Government and a designated official from EUSL.

Technical Coordination Unit (TCU)

A Technical Coordination Unit shall be established within the Secretariat of SUDESA or another designated body, responsible for day-to-day coordination, monitoring, and reporting. The TCU shall

serve as the operational interface between the parties and ensure timely implementation of agreed activities.

6. Legal Status and Privileges

In recognition of its role as a strategic implementing partner and co-owner of institutional mechanisms such as SUDESA, the European Social Label (EUSL) shall be accorded the legal status and privileges necessary to operate effectively and independently within the territory of South Sudan.

Legal Personality

EUSL shall be recognised as an international institutional partner with legal personality, capable of entering into contracts, acquiring property, and initiating legal proceedings in accordance with South Sudanese law and international norms.

Privileges and Immunities

Subject to the Host Country Agreement and relevant legal instruments, EUSL and its designated personnel shall be granted:

- Immunity from legal process in respect of official acts;
- Exemption from direct taxation and customs duties on goods and services procured for official use;
- Inviolability of premises, archives, and official communications;
- Facilitation of visas, work permits, and residency documentation for international staff and experts;
- Recognition of EUSL-issued identification and, where applicable, diplomatic credentials.

These privileges shall be granted solely for the purpose of enabling EUSL to fulfil its obligations under this Agreement and shall not be construed as conferring any extraterritorial status or exemption from accountability.

7. Financial Arrangements

The financial modalities governing this Agreement shall be based on principles of transparency, shared responsibility, and long-term sustainability. The parties agree to the following provisions:

Funding Structure

- The Government of South Sudan shall allocate national resources, where feasible, to support the implementation of jointly agreed programs and institutional infrastructure.
- EUSL shall mobilise international funding through grants, technical assistance, and blended finance mechanisms, including partnerships with multilateral development banks, bilateral agencies, and philanthropic institutions.
- Jointly established institutions, such as SUDESA, may receive direct funding from third parties, subject to fiduciary oversight and alignment with this Agreement.

Financial Management

- All funds shall be managed in accordance with internationally recognised standards, including IPSAS or equivalent, and subject to independent audit.

- A joint financial protocol shall be developed to govern budgeting, disbursement, procurement, and reporting procedures.
- Where appropriate, EUSL may serve as a neutral fund administrator for pooled or earmarked resources, ensuring fiduciary integrity and programmatic alignment.

Cost-Sharing and In-Kind Contributions

- Both parties may contribute in-kind resources, including office space, personnel, equipment, and logistical support.
- Cost-sharing arrangements shall be defined in program-specific annexes or memoranda of understanding.

8. Monitoring and Reporting

To ensure accountability, transparency, and continuous improvement, the parties shall establish a joint monitoring and reporting framework covering all activities undertaken under this Agreement.

Performance Monitoring

- A unified Monitoring, Evaluation, and Learning (MEL) system shall be adopted, aligned with national indicators, Agenda 2063, and Agenda 2074.
- Key Performance Indicators (KPIs) shall be defined for each programmatic area, with disaggregated data collection and real-time tracking where feasible.
- Regular field visits, stakeholder consultations, and technical reviews shall be conducted to assess progress and identify areas for adjustment.

Reporting Obligations

- EUSL shall submit quarterly and annual reports to the Joint Steering Committee, detailing financial expenditures, programmatic achievements, and risk assessments.
- The Government shall provide complementary reports on institutional alignment, policy integration, and national-level coordination.
- All reports shall be made available to relevant stakeholders, including development partners, in the interest of transparency and mutual accountability.

Independent Evaluation

- Periodic independent evaluations shall be commissioned by the Joint Steering Committee to assess impact, effectiveness, and strategic relevance.
- Evaluation findings shall inform future planning, resource allocation, and institutional reform.

9. Dispute Resolution

In the event of any disagreement or dispute arising from the interpretation, implementation, or performance of this Agreement, the parties shall seek to resolve such matters amicably through dialogue and mutual consultation.

Resolution Mechanism

- Initial efforts shall be made through the Joint Steering Committee, which shall convene a special session to address the dispute.

- If resolution is not achieved within thirty (30) calendar days, the matter may be referred to a mutually agreed neutral mediator or arbitration panel.
- Arbitration shall be conducted in accordance with internationally recognised rules, such as those of the Permanent Court of Arbitration or the United Nations Commission on International Trade Law (UNCITRAL), unless otherwise agreed.

Jurisdiction and Enforcement

- The decisions of the arbitration panel shall be final and binding on both parties.
- Enforcement of arbitral awards shall be carried out in accordance with applicable national and international legal instruments.

This mechanism is intended to preserve the integrity of the partnership and ensure that disputes do not hinder the achievement of shared objectives.

10. Duration and Termination

This Agreement shall enter into force upon signature by both parties and shall remain valid for an initial period of **ten (10) years**, unless terminated earlier in accordance with the provisions herein.

Renewal

- The Agreement may be renewed for successive five-year periods upon mutual consent, subject to a formal review of performance and strategic alignment.

Termination

- Either party may terminate this Agreement by providing written notice at least six (6) months in advance, accompanied by a statement of reasons.
- Termination shall not affect the validity of ongoing programs, contracts, or institutional arrangements unless otherwise agreed.
- In the event of termination, the parties shall cooperate to ensure an orderly transition and minimise disruption to beneficiaries and stakeholders.

Force Majeure

- Neither party shall be held liable for failure to perform obligations under this Agreement due to circumstances beyond their reasonable control, including war, natural disasters, or political instability.

11. Signatures

For South Sudan

Signature: _____

Title: _____

Name: _____

Date: _____



For EUSL AB

Signature: _____

Title: _____

Name: _____

Date: _____

President

Daniel Bermå

2025-07-29 | 05:34 PDT