

# Annex I: Resource Mobilisation and Initial Implementation Protocol

## Section 1: PURPOSE OF THE PROTOCOL

1.1 This Protocol constitutes an integral annex to the Agreement for Strategic Engagement entered into between the Government of the Republic of South Sudan and the European Social Label (EUSL), dated 29 July 2025. It establishes the operational and financial framework for the initial phase of implementation, specifically concerning the mobilisation of resources and the foundational deployment of institutional and digital infrastructure under the mandate of the South Sudan Development and Social Equity Agency (SUDESA).

1.2 The Protocol outlines the modalities for joint fundraising, donor coordination, and institutional setup, and defines the respective obligations of the Parties in relation to the mobilisation, administration, and utilisation of financial and technical resources.

1.3 The provisions herein shall be read in conjunction with the Strategic Engagement Agreement and shall be governed by the same principles of neutrality, transparency, and mutual accountability.

## Section 2: OBJECTIVES OF THE INITIAL PHASE

2.1 The initial phase of implementation shall be undertaken over a twenty-four (24) month period, commencing upon the operational launch of SUDESA, and shall be directed towards the following objectives:

(a) The establishment and operationalisation of the SUDESA Secretariat and the Technical Coordination Unit (TCU), including recruitment, infrastructure, and administrative systems;

(b) The design and phased deployment of national digital infrastructure, including but not limited to e-government platforms, digital identity systems, and foundational data governance protocols;

(c) The development and delivery of targeted capacity-building programs for civil servants and institutional personnel across priority ministries and agencies;

(d) The mobilisation of financial and technical resources from international development partners, philanthropic institutions, and multilateral agencies, in alignment with the strategic priorities of the Government of South Sudan and the Agenda for Social Equity 2074;

(e) The establishment of fiduciary, monitoring, and reporting mechanisms to ensure the transparent and accountable use of mobilised resources.

2.2 The Parties affirm that the initial phase shall serve as the foundation for long-term institutional transformation and digital modernisation, and shall be implemented in accordance with the principles and frameworks set forth in the Strategic Engagement Agreement.

## Section 3: ESTIMATED BUDGET AND FUNDING TARGETS

### 3A. Broadband Infrastructure (Digital Backbone)

3A.1 The Parties recognise the foundational role of national broadband infrastructure in enabling digital governance, inclusive service delivery, and long-term economic transformation. Accordingly, the initial phase shall prioritise the deployment of a secure, scalable, and inclusive digital backbone.



3A.2 The indicative ceiling for broadband infrastructure investment is set at up to United States Dollars Forty-Five Million (USD 45,000,000). This allocation shall cover:

- Civil works, trenching, and fibre/satellite deployment;
- Connection of government institutions, schools, clinics, and administrative hubs;
- Installation of last-mile connectivity solutions in underserved areas;
- Procurement of power solutions and network equipment;
- Establishment of a national network operations centre (NOC) and cybersecurity protocols.

3A.3 The Parties acknowledge that this component shall be implemented in close coordination with relevant ministries and regulatory bodies, and shall be aligned with regional infrastructure frameworks and international standards.

### **3B. Vocational Training and Job Creation**

3B.1 In recognition of the need to ensure local ownership, skills development, and employment generation, the Parties shall integrate vocational training and job creation into the broadband deployment strategy.

3B.2 The indicative ceiling for this component is set at up to United States Dollars Eleven Million (USD 11,000,000). This allocation shall support:

- Design and delivery of short-cycle vocational training programmes in fibre installation, civil works, electrical systems, and digital maintenance;
- Establishment of training partnerships with local institutions and international technical providers;
- Provision of stipends, toolkits, and certification for trainees;
- Creation of temporary and permanent employment opportunities linked to infrastructure deployment and maintenance.

3B.3 This component shall be implemented in alignment with the Social Development and Employment Programme (SDEP) and shall prioritise youth, women, and conflict-affected populations.

### **3C. SUDESA Institutional Development and Operations**

3C.1 The Parties affirm their commitment to the long-term operationalisation of the South Sudan Development and Social Equity Agency (SUDESA) as a hybrid institution for digital governance, institutional reform, and social equity programming.

3C.2 The indicative ceiling for SUDESA's operational and programmatic budget is set at United States Dollars Seven Million Eight Hundred Thousand (USD 7,800,000) per annum, to be maintained over a ten (10) year period, subject to annual review and adjustment.

3C.3 The initial two-year allocation under this Protocol is therefore set at up to United States Dollars Fifteen Million Six Hundred Thousand (USD 15,600,000), covering:

- Establishment and staffing of the SUDESA Secretariat and Technical Coordination Unit (TCU);
- Development of digital governance systems, including e-ID, e-Government, and data governance frameworks;

- Capacity building for public institutions and civil servants;
- Monitoring, evaluation, and learning (MEL) systems;
- Donor coordination, fiduciary management, and administrative support.

3C.4 The Parties agree that SUDESA shall serve as the institutional anchor for all activities undertaken under this Agreement and shall operate in accordance with the principles of neutrality, transparency, and sustainability.

#### **Total Budget Summary (Ten-Year Horizon)**

The total indicative ceiling for the full ten-year implementation period under this Protocol is set at up to United States Dollars One Hundred and Thirty-Six Million (USD 136,000,000), comprising:

- **Broadband Infrastructure (3A):** up to USD 45,000,000
- **Vocational Training and Job Creation (3B):** up to USD 11,000,000
- **SUDESA Institutional Development (3C):** up to USD 78,000,000 (USD 7.8M annually over 10 years)
- **Contingency and Strategic Reserve:** up to USD 2,000,000

This total shall be subject to periodic review and adjustment in accordance with evolving national priorities, donor commitments, and implementation performance.

## **Section 4: ROLES AND RESPONSIBILITIES**

### **4.1 Government of South Sudan**

The Government of the Republic of South Sudan shall:

- (a) Provide political and institutional support for the implementation of this Protocol and the Strategic Engagement Agreement, including active participation in joint missions, donor consultations, and regional advocacy efforts;
- (b) Facilitate access to relevant ministries, agencies, and public institutions, and ensure alignment of all activities with national policies, legal frameworks, and strategic priorities;
- (c) Allocate necessary resources, including budgetary contributions, office space, personnel, and logistical support, where applicable;
- (d) Participate in joint governance structures and oversight mechanisms established under this Protocol, including the Joint Steering Committee and Technical Coordination Unit;
- (e) Recognise the European Social Label (EUSL) as a strategic institutional partner with international legal personality, and extend to its designated leadership—specifically its President, Mr. Daniel Bermå—appropriate diplomatic status and privileges, including the issuance of a diplomatic passport, subject to applicable national and international legal instruments.

### **4.2 European Social Label (EUSL)**

EUSL shall:

- (a) Serve as the lead technical and strategic partner for the implementation of all activities under this Protocol, including broadband infrastructure, vocational training, and institutional development;

- (b) Provide technical expertise, institutional models, and programmatic frameworks aligned with Agenda for Social Equity 2074 and other relevant global standards;
- (c) Mobilise financial and technical resources from international partners, and administer pooled or earmarked funds in accordance with fiduciary protocols;
- (d) Support the establishment and operationalisation of co-owned institutions such as SUDESA, ensuring transparency, accountability, and alignment with national priorities;
- (e) Coordinate with the Government on joint missions, donor engagement, and strategic communications, and uphold the principles of neutrality, equity, and sustainability.

#### **4.3 Joint Responsibilities**

Both Parties shall:

- (a) Establish and maintain a joint governance mechanism to oversee implementation, including the Joint Steering Committee and Technical Coordination Unit;
- (b) Ensure regular communication, coordination, and reporting across all programmatic areas;
- (c) Promote inclusive stakeholder engagement, including civil society, private sector actors, and development partners;
- (d) Uphold the principles of mutual respect, institutional neutrality, and long-term sustainability in all joint undertakings.

## **Section 5: GOVERNANCE AND OVERSIGHT**

5.1 To ensure effective coordination, transparency, and accountability in the implementation of this Protocol and the broader Strategic Engagement Agreement, the Parties shall establish a joint governance mechanism composed of two principal bodies: the Joint Steering Committee (JSC) and the Technical Coordination Unit (TCU).

#### **5.2 Joint Steering Committee (JSC)**

5.2.1 The JSC shall serve as the highest oversight and decision-making body under this Protocol. It shall be composed of equal representation from the Government of the Republic of South Sudan and the European Social Label (EUSL), and shall be co-chaired by a senior representative of the Government and a designated official from EUSL.

5.2.2 The JSC shall be responsible for:

- (a) Providing strategic direction and oversight for all activities undertaken under this Protocol;
- (b) Approving annual work plans, budgets, and performance reports;
- (c) Ensuring alignment with national development frameworks, regional strategies, and global agendas including Agenda 2063 and Agenda for Social Equity 2074;
- (d) Facilitating coordination with development partners, regional institutions, and private sector stakeholders;
- (e) Resolving policy-level issues and disputes arising from implementation.

5.2.3 The JSC shall convene on a quarterly basis and may hold extraordinary sessions as required. All decisions shall be taken by consensus or, where necessary, by a qualified majority as defined in the JSC's internal rules of procedure.

### **5.3 Technical Coordination Unit (TCU)**

5.3.1 The TCU shall serve as the operational interface between the Parties and shall be responsible for the day-to-day coordination, monitoring, and reporting of all activities under this Protocol.

5.3.2 The TCU shall be established within the Secretariat of SUDESA or another designated institutional body, and shall be staffed by qualified personnel jointly appointed by the Parties.

5.3.3 The TCU shall:

- (a) Coordinate the implementation of approved work plans and budgets;
- (b) Monitor progress against key performance indicators and implementation milestones;
- (c) Prepare quarterly and annual reports for submission to the JSC;
- (d) Facilitate technical consultations, stakeholder engagement, and field-level coordination;
- (e) Ensure compliance with fiduciary, procurement, and reporting standards.

5.3.4 The TCU shall operate in accordance with a detailed Terms of Reference to be jointly developed and approved by the JSC within sixty (60) days of the entry into force of this Protocol.

## **Section 6: LEGAL STATUS AND PRIVILEGES**

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

### **6.2 Legal Personality**

6.2.1 EUSL shall be recognised as an international institutional partner with legal personality, capable of entering into contracts, acquiring and disposing of property, and initiating or responding to legal proceedings in accordance with the laws of South Sudan and applicable international norms.

6.2.2 The Government shall take all necessary administrative and legal measures to formalise this recognition, including the registration of EUSL as a multilateral entity with operational and representational privileges.

### **6.3 Privileges and Immunities**

6.3.1 Subject to the Host Country Agreement and relevant legal instruments, EUSL and its designated personnel shall be granted the following privileges and immunities, solely for the purpose of enabling the fulfilment of obligations under this Protocol:

- (a) Immunity from legal process in respect of official acts performed in the course of their functions;
- (b) Exemption from direct taxation and customs duties on goods and services procured for official use;
- (c) Inviolability of premises, archives, and official communications;
- (d) Facilitation of visas, work permits, and residency documentation for international staff and experts;
- (e) Recognition of EUSL-issued identification and, where applicable, diplomatic credentials.

6.3.2 In particular, the Government shall extend to the President of EUSL, Mr. Daniel Bermå, the status and privileges customarily accorded to senior representatives of international organisations, including the issuance of a diplomatic passport and associated immunities, in accordance with national procedures and international practice.

6.3.3 These privileges shall not be construed as conferring any extraterritorial status or exemption from accountability, and shall be granted exclusively for the purpose of facilitating the effective implementation of this Protocol.

## Section 7: FINANCIAL ARRANGEMENTS

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

### **7.2 Funding Structure**

7.2.1 The Government of South Sudan shall allocate national resources, where feasible, to support the implementation of jointly agreed programmes and institutional infrastructure.

7.2.2 EUSL shall mobilise international funding through grants, technical assistance, and blended finance mechanisms, including partnerships with multilateral development banks, bilateral agencies, and philanthropic institutions.

7.2.3 Jointly established institutions, such as SUDESA, may receive direct funding from third parties, subject to fiduciary oversight and alignment with this Protocol.

### **7.3 Initial Operational Advance**

7.3.1 In recognition of the need to initiate operations, the Government shall provide EUSL with an initial operational advance of United States Dollars Thirty Thousand (USD 30,000) to enable the recruitment of core staff, mobilisation of technical expertise, and establishment of the Technical Coordination Unit.

7.3.2 This advance shall be disbursed within thirty (30) calendar days of the entry into force of this Protocol and shall be subject to standard financial reporting and reconciliation procedures.

### **7.4 Disbursement and Payment Modalities**

7.4.1 All disbursements under this Protocol shall be made in accordance with approved work plans and budgets, and shall be subject to verification of deliverables and financial reporting.

7.4.2 EUSL may serve as a neutral fund administrator for pooled or earmarked resources, ensuring fiduciary integrity and programmatic alignment.

7.4.3 Disbursements shall be made on a quarterly basis, unless otherwise agreed, and shall be contingent upon submission of satisfactory progress and financial reports.

7.4.4 Where appropriate, EUSL may enter into subsidiary agreements with implementation partners, subject to procurement and compliance standards defined in Section 6.

### **7.5 Administrative Fee and Cost Recovery**

7.5.1 EUSL shall be entitled to retain an administrative fee of three percent (3%) of all funds mobilised under this Protocol, to cover institutional overhead, compliance, and fiduciary management costs.

7.5.2 This fee shall be applied at the point of disbursement and shall be reflected in all financial reports submitted to the Joint Steering Committee.

## **7.6 Implementation Leadership and Procurement Coordination**

7.6.1 EUSL shall serve as the lead agency for the design and implementation of the vocational training component described in Section 3B, including curriculum development, partner coordination, and delivery oversight.

7.6.2 EUSL shall also coordinate procurement processes related to broadband infrastructure and institutional development, in accordance with international best practices and applicable national regulations.

7.6.3 All procurement activities shall be subject to competitive procedures, conflict-of-interest safeguards, and audit provisions as defined in Section 6.

## **Section 8: MONITORING AND REPORTING**

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

### **8.2 Performance Monitoring**

8.2.1 A unified Monitoring, Evaluation, and Learning (MEL) system shall be adopted, aligned with national indicators, Agenda 2063, and Agenda for Social Equity 2074.

8.2.2 Key Performance Indicators (KPIs) shall be defined for each programmatic area, including broadband infrastructure deployment, vocational training outcomes, and institutional development benchmarks. Where feasible, data shall be disaggregated by gender, age, and geographic location.

8.2.3 Real-time tracking mechanisms shall be integrated into digital systems to enable timely assessment of progress and early identification of implementation challenges.

8.2.4 Regular field visits, stakeholder consultations, and technical reviews shall be conducted to validate reported outcomes and inform adaptive management.

### **8.3 Reporting Obligations**

8.3.1 EUSL shall submit quarterly and annual reports to the Joint Steering Committee, detailing financial expenditures, programmatic achievements, and risk assessments.

8.3.2 The Government shall provide complementary reports on institutional alignment, policy integration, and national-level coordination.

8.3.3 All reports shall be made available to relevant stakeholders, including development partners, in the interest of transparency and mutual accountability.

8.3.4 Reports shall be submitted in a format agreed upon by the Joint Steering Committee and shall include both narrative and financial components.

### **8.4 Independent Evaluation**

8.4.1 Periodic independent evaluations shall be commissioned by the Joint Steering Committee to assess impact, effectiveness, and strategic relevance.

8.4.2 Evaluation findings shall inform future planning, resource allocation, and institutional reform, and shall be shared with all stakeholders.

8.4.3 Evaluations shall be conducted by qualified third-party entities selected through competitive procedures and shall adhere to international evaluation standards.



## Section 9: DISPUTE RESOLUTION

9.1 Any dispute arising from the interpretation or implementation of this Protocol shall be addressed in accordance with the dispute resolution provisions set forth in the Strategic Engagement Agreement between the Government of the Republic of South Sudan and the European Social Label, dated 29 July 2025.

## Section 10: DURATION AND AMENDMENT

10.1 This Protocol shall enter into force upon signature by both Parties and shall remain valid for an initial period of twenty-four (24) months, corresponding to the first phase of implementation under the Strategic Engagement Agreement.

10.2 The provisions of this Protocol may be extended, amended, or supplemented by mutual written agreement of the Parties, subject to review by the Joint Steering Committee and alignment with evolving strategic priorities.

10.3 The long-term financial and institutional commitments outlined in Section 3C, including the ten-year operational horizon for SUDESA, shall remain in effect beyond the initial phase, unless otherwise agreed in writing.

10.4 Any amendment to this Protocol shall be effected through a formal addendum signed by duly authorised representatives of both Parties and shall enter into force upon execution.

### Signatures

For South Sudan

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

For EUSL AB

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ President

Name: \_\_\_\_\_ Daniel Bermå

Date: \_\_\_\_\_