

SEPTEMBER 2, 2025

A young boy in a plaid shirt is playing a cello. The background is a collage of musical notes, paper leaves, and other decorative elements. The bottom of the image shows a turbulent sea with waves and debris.

HOST COUNTRY AGREEMENT FOR ESTABLISHMENT AND OPERATIONS OF SUDESA

FOR A WELL-DEVELOPED, SAFE AND WELCOMING SOUTH SUDAN

CREATED BY

EUSL AB

Care to Change the World



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Host Country Agreement for Establishment and Operations of SUDESA

Between:

The Government of the Republic of South Sudan

And

The European Social Label (EUSL)

Preamble

Recognizing the mutual commitment of the Government of the Republic of South Sudan and the European Social Label (EUSL) to advance inclusive development, digital transformation, and social equity within the framework of Agenda for Social Equity 2074;

Acknowledging the Strategic Engagement Agreement signed between the Ministry of Agriculture and Food Security (MAFS) and EUSL, as referenced in Annex I, and the Presidential Directive authorizing the establishment of SUDESA as a co-owned institutional agency;

Affirming the intent of both Parties to confer upon SUDESA a legal status and operational mandate consistent with international best practices, including those of the United Nations and the African Union Specialized Agencies;

Desiring to regulate the privileges, immunities, and obligations of EUSL and SUDESA within the territory of the Republic of South Sudan, and to ensure the effective implementation of the Staple Food Programme SDEP ECHO Implementation (SFPSEI) and related initiatives;

Article 1 – Definitions and Interpretation

1.1 For the purposes of this Agreement, unless the context otherwise requires:

- (a) **“Agreement”** means this Host Country Agreement, including all annexes and amendments thereto.
- (b) **“EUSL”** refers to the European Social Label, a Swedish legal entity registered under Swedish law, acting as the founding and governing institution of SUDESA.
- (c) **“SUDESA”** refers to the South Sudan Development and Social Equity Agency, established pursuant to this Agreement as a supranational institutional entity jointly mandated by the Government of South Sudan and EUSL.
- (d) **“Official Acts”** means all activities undertaken by EUSL or SUDESA in furtherance of their mandate under this Agreement, including but not limited to program implementation, diplomatic engagement, and institutional development.
- (e) **“Premises”** means the buildings, land, and facilities occupied or used by SUDESA in the performance of its functions, as designated by mutual agreement.
- (f) **“Personnel”** means all individuals employed by or seconded to EUSL or SUDESA, including international staff, consultants, and experts.



(g) **“Privileges and Immunities”** refers to the legal protections and exemptions granted to EUSL, SUDESA, and their personnel under this Agreement, limited to official acts unless otherwise specified.

(h) **“Annex I”** refers to the Strategic Engagement Agreement signed between MAFS and EUSL, forming an integral part of this Agreement.

1.2 In the interpretation of this Agreement, the Parties shall be guided by principles of good faith, mutual respect, and the objective of facilitating the effective and autonomous operation of SUDESA.

Article 2 – Legal Personality and Capacity of EUSL

2.1 The Government of the Republic of South Sudan hereby recognizes the European Social Label (EUSL), a legal entity duly incorporated under the laws of the Kingdom of Sweden, as possessing full legal personality within the territory of South Sudan for the purposes of this Agreement.

2.2 EUSL shall have the capacity to:

(a) Enter into contracts and agreements with public and private entities, including governmental institutions, international organizations, and private sector actors;

(b) Acquire, hold, and dispose of movable and immovable property necessary for the fulfillment of its mandate under this Agreement;

(c) Institute and respond to legal proceedings in its own name, subject to the provisions of Article 10 herein;

(d) Establish, govern, and oversee the operations of the South Sudan Development and Social Equity Agency (SUDESA), including the appointment of its executive leadership, staff, and affiliated experts.

2.3 The legal personality conferred upon EUSL under this Agreement shall be limited to the execution of official acts and functions directly related to the establishment, operation, and oversight of SUDESA and its associated programs, including but not limited to the Staple Food Programme SDEP ECHO Implementation (SFPSEI).

2.4 Nothing in this Article shall be construed as conferring upon EUSL any sovereign rights or immunities beyond those expressly provided for in this Agreement.

Article 3 – Establishment and Status of SUDESA

3.1 The Government of the Republic of South Sudan and the European Social Label (EUSL) hereby agree to the establishment of the South Sudan Development and Social Equity Agency (SUDESA) as a supranational institutional entity, co-owned and co-mandated by the Parties.

3.2 SUDESA shall operate as an autonomous agency with legal, administrative, and financial independence, subject to the provisions of this Agreement and the applicable laws of the Republic of South Sudan, insofar as such laws do not conflict with the privileges and immunities granted herein.

3.3 The institutional mandate of SUDESA shall include, but not be limited to, the implementation of the Staple Food Programme SDEP ECHO Implementation (SFPSEI), the coordination of digital transformation initiatives, the advancement of social equity programs, and the facilitation of bilateral and multilateral development cooperation.



3.4 The Parties agree that SUDESA shall be governed by a Joint Oversight Board, the composition and functions of which shall be defined in a separate institutional statute to be annexed to this Agreement upon mutual consent.

3.5 The headquarters of SUDESA shall be located in Juba, Republic of South Sudan, unless otherwise agreed in writing by the Parties.

Article 4 – Privileges and Immunities (Official Acts Only)

4.1 In furtherance of its mandate and for the effective discharge of its functions, SUDESA, its property, assets, and operations shall enjoy immunity from legal process in respect of all official acts, except to the extent that such immunity is expressly waived in writing by the Joint Oversight Board.

4.2 The premises, archives, and official communications of SUDESA shall be inviolable and shall not be subject to search, requisition, confiscation, expropriation, or any other form of interference, whether by executive, administrative, judicial, or legislative action.

4.3 The immunity granted under this Article shall not extend to acts performed outside the scope of official functions, nor shall it be construed to exempt SUDESA or its personnel from liability in cases of gross negligence, willful misconduct, or breach of fiduciary duty.

4.4 The Government of the Republic of South Sudan shall take all necessary measures to ensure that the privileges and immunities provided under this Article are respected and upheld by all national authorities.

Article 5 – Inviolability of Premises, Archives, and Communications

5.1 The premises of SUDESA, including any buildings, offices, or facilities used for its official purposes, shall be inviolable. No agent or official of the Government of the Republic of South Sudan shall enter such premises without the express consent of the Executive Director of SUDESA or an authorized representative.

5.2 The archives of SUDESA, and all documents, correspondence, data, and other materials belonging to or held by SUDESA in the course of its official functions, shall be inviolable at all times and in all locations.

5.3 SUDESA shall have the right to communicate freely and securely for all official purposes. The Government of the Republic of South Sudan shall permit and protect the use of all appropriate means of communication, including electronic, postal, and diplomatic channels, and shall not interfere with or censor such communications.

5.4 The inviolability provided under this Article shall not be construed to prevent reasonable inspections or oversight mechanisms agreed upon by the Parties, provided such mechanisms are conducted in a manner that respects the operational autonomy and legal protections of SUDESA.

Article 6 – Tax and Customs Exemptions

6.1 SUDESA, its property, assets, income, and operations shall be exempt from all direct taxes, including but not limited to corporate income tax, property tax, and any other levies imposed by national or local authorities, provided such assets and income are used exclusively for official purposes.



6.2 SUDESA shall be exempt from all customs duties and import restrictions on goods, equipment, vehicles, and materials imported into South Sudan for official use, including those intended for program implementation, institutional development, and humanitarian or development assistance.

6.3 The exemption provided under this Article shall not apply to goods or services procured for personal use by personnel, nor shall it extend to commercial activities unrelated to the official mandate of SUDESA.

6.4 The Government of the Republic of South Sudan shall facilitate the issuance of necessary documentation and permits to ensure the timely and unhindered importation of exempted items.

Article 7 – Facilitation of Visas, Work Permits, and Residency

7.1 The Government of the Republic of South Sudan shall take all necessary measures to facilitate the entry, stay, and departure of EUSL and SUDESA personnel, including international staff, consultants, and experts, in accordance with applicable immigration laws and the provisions of this Agreement.

7.2 Visas, work permits, and residency authorizations shall be issued promptly and without undue delay, and shall remain valid for the duration of the individual's official assignment with SUDESA.

7.3 The Government shall waive any fees or charges ordinarily applicable to visa, work permit, or residency applications for personnel engaged in official functions under this Agreement.

7.4 In cases of emergency or urgent deployment, the Government shall provide expedited procedures for entry and clearance, including temporary documentation where necessary.

Article 8 – Recognition of EUSL Identification and Diplomatic Credentials

8.1 The Government of the Republic of South Sudan shall recognize official identification documents issued by EUSL to its personnel, including staff assigned to SUDESA, as valid for purposes of identification, access to premises, and verification of official status.

8.2 Where applicable, and subject to mutual agreement, the Government shall recognize diplomatic credentials issued by EUSL to designated senior personnel, including members of the Joint Oversight Board and Executive Leadership of SUDESA, for the purpose of facilitating diplomatic engagement and international cooperation.

8.3 The recognition of such credentials shall not confer diplomatic immunity beyond the scope of official acts, unless expressly agreed upon in writing by the Parties and subject to the provisions of Article 4.

8.4 The Government shall ensure that national authorities, including immigration, customs, and law enforcement agencies, are informed of the recognition of EUSL-issued credentials and shall instruct such authorities to act accordingly.

Article 9 – Limitation of Privileges and Accountability Clauses

9.1 The privileges and immunities granted under this Agreement shall be strictly limited to those necessary for the fulfillment of the official functions of EUSL and SUDESA. They shall not be construed to exempt any person from the obligation to respect the laws and regulations of the Republic of South Sudan.



9.2 Personnel of EUSL and SUDESA shall not engage in any professional or commercial activity in South Sudan outside the scope of their official duties, nor shall they interfere in the internal affairs of the host country.

9.3 The Government of the Republic of South Sudan reserves the right to request the withdrawal or reassignment of any individual whose conduct is deemed incompatible with the spirit or provisions of this Agreement, subject to prior consultation with EUSL.

9.4 EUSL shall establish and maintain an internal accountability mechanism, including a reporting and disciplinary framework, to ensure that all personnel adhere to the highest standards of integrity, professionalism, and respect for host country laws.

9.5 The Parties agree to cooperate in good faith to resolve any concerns or allegations related to misuse of privileges, misconduct, or breach of duty, through the mechanisms provided under Article 10.

Article 10 – Dispute Resolution and Applicable Law

10.1 Any dispute arising out of or in connection with the interpretation or application of this Agreement shall be resolved through diplomatic consultation and negotiation between the Parties.

10.2 If a dispute cannot be resolved through consultation within sixty (60) calendar days of written notification by either Party, the matter shall be referred to an independent arbitration panel composed of three members: one appointed by each Party and a third jointly appointed by the two appointees.

10.3 The arbitration panel shall operate under internationally recognized rules of procedure, and its decision shall be final and binding upon the Parties.

10.4 This Agreement shall be governed by the principles of international law, supplemented where necessary by the laws of the Republic of South Sudan, provided such laws do not conflict with the provisions herein.

10.5 Nothing in this Article shall preclude the Parties from seeking amicable resolution through alternative dispute resolution mechanisms, including mediation or joint review committees.

Article 11 – Entry into Force, Duration, and Termination

11.1 This Agreement shall enter into force on the date of its signature by both Parties, or on such later date as may be mutually agreed in writing.

11.2 The initial duration of this Agreement shall be ten (10) years from the date of entry into force, unless terminated earlier in accordance with the provisions herein.

11.3 Either Party may terminate this Agreement by giving written notice to the other Party at least one hundred eighty (180) calendar days in advance. Such termination shall not affect the validity of any obligations incurred or rights acquired prior to the effective date of termination.

11.4 Upon termination, the Parties shall cooperate in good faith to ensure the orderly cessation of operations, the protection of assets, and the resolution of outstanding matters, including the disposition of property and the reassignment of personnel.

11.5 This Agreement may be amended at any time by mutual written consent of the Parties. Any such amendment shall form an integral part of this Agreement and shall be subject to the same procedures for entry into force.



Signatures and Annexes

IN WITNESS WHEREOF, the undersigned representatives, duly authorized by their respective governments and institutions, have signed this Host Country Agreement in two original copies, each in the English language, both texts being equally authentic.

Signed in Juba, Republic of South Sudan, on [Date].

For the Government of the Republic of South Sudan

Name: _____

Title: _____

Signature: _____

For the European Social Label (EUSL)

Name: _____

Title: _____

Signature: _____

Annex I – Strategic Engagement Agreement between the Ministry of Agriculture and Food Security (MAFS) and EUSL

Annex II – Institutional Statute of SUDESA (to be appended upon mutual agreement)

Annex III – Presidential Directive Authorizing the Establishment of SUDESA