

The background is a dark, textured grey-blue with expressive brushstrokes in white, yellow, and red. A woman in a white, long-sleeved, flowing dress and a large white hat with a red and orange band is walking from left to right. She is holding a tablet computer. A light blue dove logo is positioned to the right of the woman's waist. A vertical red bar is on the left side of the page.

SEPTEMBER 2, 2025

**LEGAL REFORM ROADMAP AND
COMPLIANCE FRAMEWORK
AGREEMENT**

*STRATEGIC ENGAGEMENT AGREEMENT FOR COOPERATION IN
ADVANCING NATIONAL DEVELOPMENT*

CREATED BY

EUSL AB

Care to Change the World



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Legal Reform Roadmap and Compliance Framework Agreement

BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN
AND
THE EUROPEAN SOCIAL LABEL (EUSL)

Date: [Insert Date]

Reference: Strategic Engagement Agreement, Annex I; Presidential Directive No. [Insert Reference]

Preamble

WHEREAS, the Government of the Republic of South Sudan (hereinafter referred to as “the Government”) and the European Social Label (hereinafter referred to as “EUSL”) have entered into a Strategic Engagement Agreement (hereinafter referred to as “the SEA”), which establishes the overarching framework for cooperation in advancing national development, digital transformation, and social equity objectives in alignment with Agenda for Social Equity 2074 and other internationally recognized frameworks;

WHEREAS, pursuant to Annex I of the SEA and in accordance with Presidential Directive No. [Insert Reference], the Parties have resolved to implement a structured legal reform program to enable the digital transformation agenda, ensure compliance with regional and continental instruments, and create a secure, inclusive, and enabling legal environment for public and private sector innovation;

NOW, THEREFORE, the Parties agree as follows:

Article 1 – Purpose and Scope

1.1 Purpose.

This Framework Agreement establishes a legally binding structure for the design, drafting, consultation, and adoption of priority legislative and regulatory instruments necessary to enable the digital transformation agenda of the Republic of South Sudan. The Agreement seeks to create a coherent and enforceable legal environment that guarantees the protection of fundamental rights, promotes trust in digital systems, and ensures compliance with continental and regional obligations, including the African Union Convention on Cyber Security and Personal Data Protection (the “Malabo Convention”), as well as internationally recognized standards and best practices.

1.2 Scope.

The scope of this Agreement encompasses:

- (a) the identification and sequencing of legislative priorities essential for digital governance;
- (b) the constitution and operationalization of Inter-Ministerial Drafting Committees mandated to prepare draft bills and associated regulations;
- (c) the establishment of structured public consultation and stakeholder engagement processes to ensure transparency, inclusivity, and legitimacy;



(d) the integration of compliance benchmarks with continental, regional, and international frameworks, including but not limited to the Malabo Convention, the UNCITRAL Model Law on Public Procurement, the Open Contracting Data Standard (OCDS), and multilateral development bank procurement regulations; and

(e) the adoption of monitoring, reporting, and dispute resolution mechanisms to guarantee accountability and timely implementation.

1.3 Objectives and Outcomes.

The Parties intend that the implementation of this Agreement shall result in:

(a) the enactment of a comprehensive legal framework for the protection of personal data and privacy, ensuring lawful processing, enforceable rights, and effective oversight;

(b) the establishment of a statutory foundation for a national digital identity system that is inclusive, secure, and interoperable;

(c) the creation of a robust cybersecurity regime, including the legal empowerment of a national Computer Emergency Response Team (CERT) with clear mandates for prevention, detection, and response; and

(d) the modernization of public procurement law to mandate electronic government procurement (e-GP), open contracting, and beneficial ownership transparency, thereby fostering integrity, competition, and value for money in public expenditure.

1.4 Interpretation.

References in this Agreement to model laws, standards, or guidelines shall be construed as references to their most recent authoritative versions, as issued by the competent international or regional bodies, and shall serve as persuasive authority for drafting and compliance purposes, subject to necessary adaptation to the constitutional and administrative law of the Republic of South Sudan.

Article 2 – Legislative Priorities

2.1 General Principle.

The Parties agree that the modernization of the legal and regulatory framework is indispensable for the realization of the national digital transformation agenda and for ensuring compliance with continental and international obligations. To this end, the Parties shall prioritize the drafting, consultation, and enactment of the following legislative instruments, which shall collectively constitute the foundational pillars of the digital legal ecosystem of the Republic of South Sudan.

2.2 Data Protection and Privacy Act.

The Data Protection and Privacy Act shall establish a comprehensive legal regime governing the collection, processing, storage, and transfer of personal data. It shall codify the principles of lawfulness, fairness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity, and confidentiality. The Act shall confer enforceable rights upon data subjects, including rights of access, rectification, erasure, objection, and portability, and shall impose corresponding obligations upon data controllers and processors. It shall further provide for the creation of an independent supervisory authority vested with investigative, corrective, and sanctioning powers, and shall incorporate provisions on cross-border data transfers, breach notification, and data protection impact assessments. The Act shall be drafted in conformity with the African Union Convention on Cyber Security and Personal Data Protection (Malabo Convention) and shall draw upon internationally



recognized best practices, adapted to the constitutional and administrative framework of the Republic of South Sudan.

2.3 Digital Identity Act.

The Digital Identity Act shall provide the statutory foundation for the establishment and governance of a national digital identity system that is inclusive, secure, and interoperable. It shall define the legal status of digital identity credentials, prescribe standards for enrolment, authentication, and credential management, and establish safeguards to ensure privacy, non-discrimination, and accessibility. The Act shall mandate the implementation of robust security measures, grievance redress mechanisms, and oversight arrangements to prevent misuse and unauthorized disclosure of identity data. It shall be aligned with internationally endorsed principles on identification for sustainable development and shall ensure that the digital identity system serves as an enabler of trusted digital public services and economic participation.

2.4 Cybersecurity Law (including CERT Mandate).

The Cybersecurity Law shall establish a comprehensive national cybersecurity framework, delineating the roles and responsibilities of competent authorities and regulated entities. It shall provide for the designation and protection of critical information infrastructure, mandate risk-based security measures, and impose obligations for incident reporting and vulnerability disclosure. The Law shall further establish a national Computer Emergency Response Team (CERT) or equivalent entity, endowed with statutory authority to coordinate incident prevention, detection, and response, and to facilitate international cooperation. The Law shall incorporate provisions on capacity building, information sharing, and enforcement, and shall be harmonized with the objectives of the Malabo Convention and relevant regional cybersecurity strategies.

2.5 Digital Procurement Reform Act.

The Digital Procurement Reform Act shall modernize the legal framework governing public procurement by mandating the adoption of electronic government procurement (e-GP) systems and open contracting practices. It shall codify principles of transparency, competition, value for money, and integrity, and shall require the structured publication of procurement data and documents across the planning, tender, award, contract, and implementation stages in conformity with the Open Contracting Data Standard (OCDS). The Act shall further provide for the disclosure of beneficial ownership information, the establishment of effective complaints and review mechanisms, and the imposition of sanctions for fraud and corruption. It shall be drafted with due regard to the UNCITRAL Model Law on Public Procurement and the procurement regulations of multilateral development banks, thereby ensuring compatibility with donor-financed operations.

2.6 Sequencing and Interdependencies.

The Parties acknowledge that the legislative instruments enumerated in this Article are interdependent and mutually reinforcing. The Data Protection and Privacy Act shall provide the foundational safeguards for the Digital Identity Act and the Digital Procurement Reform Act, while the Cybersecurity Law shall establish the operational assurance framework for all digital systems. The sequencing of drafting and enactment shall therefore be determined in a manner that respects these interdependencies and ensures coherent implementation.



Article 3 – Inter-Ministerial Drafting Committees

3.1 Establishment.

The Government shall, within thirty (30) days of the Effective Date of this Agreement, constitute Inter-Ministerial Drafting Committees for each legislative instrument identified in Article 2. Each Committee shall be chaired by the line ministry with primary competence over the subject matter and shall include representatives from relevant ministries, departments, and agencies, as well as technical experts designated by EUSL.

3.2 Composition and Expertise.

Each Committee shall comprise:

- (a) a Chairperson appointed by the responsible line ministry;
- (b) representatives of the Ministry of Justice and Constitutional Affairs, the Ministry of Finance and Planning, and other ministries as appropriate;
- (c) subject-matter experts in data protection, digital identity, cybersecurity, and public procurement law;
- (d) representatives of the private sector and civil society, as observers, to ensure inclusivity and transparency; and
- (e) technical advisors provided by EUSL, who shall contribute comparative legal analysis, drafting support, and compliance benchmarking.

3.3 Terms of Reference.

The Terms of Reference for each Committee, annexed hereto as Annex II, shall specify its mandate, deliverables, quorum requirements, decision-making procedures, timelines, and reporting obligations. Each Committee shall operate under principles of transparency, accountability, and efficiency, and shall maintain detailed records of deliberations and decisions.

3.4 Secretariat Support.

The Secretariat of SUDESA shall provide logistical and administrative support to the Committees, including the preparation and circulation of agendas, minutes, and draft texts, and shall ensure the secure management of all documentation in accordance with applicable data protection and confidentiality requirements.

3.5 Reporting.

Each Committee shall submit monthly progress reports to the Joint Steering Committee, detailing the status of drafting, issues encountered, and any decisions requiring escalation. Draft texts shall be transmitted to the Joint Steering Committee for review prior to submission for public consultation.

Article 4 – Public Consultation and Stakeholder Engagement

4.1 Principles.

Public consultation under this Agreement shall be conducted in accordance with the principles of transparency, inclusivity, accessibility, responsiveness, and due process. These principles are consistent with internationally recognized standards for stakeholder engagement and disclosure in public sector reforms, including the World Bank's Environmental and Social Framework, which mandates timely information disclosure, meaningful consultation throughout the lifecycle of reforms, and responsive grievance mechanisms.



4.2 Publication and Access.

Draft bills, regulations, explanatory memoranda, and consultation schedules shall be published on an official public portal, with sufficient advance notice to permit meaningful input. Publication shall include accessible formats and languages where practicable, together with clear instructions for submitting comments electronically and in writing. To enhance traceability and interoperability, the publication portal shall, where relevant, cross-reference procurement-related reforms to structured releases under the Open Contracting Data Standard (OCDS), thereby allowing a verifiable link between legal provisions and data disclosures across the planning, tender, award, contract, and implementation stages.

4.3 Stakeholder Mapping and Inclusion.

The Inter-Ministerial Drafting Committees shall prepare and maintain a stakeholder mapping that includes, at a minimum, ministries, departments and agencies; the judiciary and oversight institutions; state and local authorities; private sector associations; civil society organizations; academia; persons with disabilities; women- and youth-led groups; and communities likely to be affected or at risk of exclusion. Consultation processes shall be designed to ensure the effective participation of disadvantaged or vulnerable groups, consistent with international engagement standards requiring proportionate and inclusive methods.

4.4 Methods and Record of Proceedings.

Consultation methods shall include—without limitation—notice-and-comment procedures, public hearings, targeted roundtables, and online submissions. Each consultation shall produce an auditable record comprising transcripts or minutes, lists of participants, written submissions, and any supporting materials. The record shall be maintained by the Secretariat of SUDESA and made publicly available subject to lawful and narrowly tailored redactions.

4.5 Comment Matrix and Government Response.

For each legislative instrument, the responsible Committee shall prepare a “comment matrix” summarizing stakeholder inputs and providing reasoned responses indicating acceptance, partial acceptance with modification, or rejection. The matrix shall be published together with the revised draft, thereby providing a transparent chain of reasoning from public input to legislative text. Where the draft concerns procurement reform, the matrix shall reference OCDS data fields or guidance where appropriate to ensure downstream alignment between statutory requirements and open-data publication.

4.6 Protection of Personal Data During Consultation.

Collection and handling of personal data during consultations—including names, contact details, and any sensitive submissions—shall comply with the Data Protection and Privacy Act contemplated by Article 2.2 and with the principles and obligations set out in the African Union Convention on Cyber Security and Personal Data Protection (Malabo Convention). Appropriate technical and organizational measures shall be implemented to ensure confidentiality, integrity, and lawful processing, with privacy notices made available alongside each call for comments.

4.7 Reporting and Legislative Dossier.

Upon conclusion of consultation, the Chair of the Drafting Committee shall transmit to the Joint Steering Committee a report comprising: the consultation plan; records described in Article 4.4; the comment matrix; and a final draft for approval and submission to Cabinet and Parliament. The legislative dossier shall be publicly disclosed together with a statement of how stakeholder inputs informed the final draft, consistent with recognized disclosure and engagement principles.



Article 5 – Compliance with Continental, Regional, and International Frameworks

5.1 Continental Benchmark (Malabo Convention).

All legislative instruments developed pursuant to this Agreement shall be benchmarked against, and demonstrably aligned with, the African Union Convention on Cyber Security and Personal Data Protection (Malabo Convention), including its provisions on personal data protection, cybersecurity governance, and the establishment of a credible digital space for electronic transactions. The Compliance Matrix in Annex III shall identify the relevant Convention articles and record how each draft bill meets those obligations.

5.2 African Union Digital Transformation Strategy (2020–2030).

The Parties shall ensure that legislative drafts reflect the enabling pillars and actions identified in the African Union Digital Transformation Strategy for Africa (2020–2030), including the call for Member States to adopt comprehensive legislation on e-transactions, personal data protection and privacy, cybercrime, and consumer protection as part of a coherent digital economy framework. Cross-references to the Strategy shall be included in the Compliance Matrix to evidence consistency with continental priorities.

5.3 Regional Alignment: East African Community (EAC).

Given the Republic of South Sudan’s EAC membership, the Parties shall align, to the extent feasible, with emerging EAC instruments and initiatives on digital integration, including the development of a regional **Data Governance Policy Framework** aimed at harmonising data protection, privacy, and security across Partner States, and with regional projects to advance cross-border digital services and market integration. Drafts shall note any harmonisation choices taken to facilitate interoperability with EAC frameworks.

5.4 Regional Alignment: Common Market for Eastern and Southern Africa (COMESA).

Where appropriate, the Parties shall draw upon COMESA model and guidance instruments to promote legal harmonisation across the region, including model cybersecurity policy efforts, e-legislation guidance, and related regional studies addressing data protection, e-signatures, cybercrime, and consumer protection in the digital economy. The Compliance Matrix shall capture reliance on such regional models and indicate any deviations required by the domestic legal order.

5.5 International Procurement and Open Contracting Standards.

The Digital Procurement Reform Act shall be drafted to be materially consistent with the **UNCITRAL Model Law on Public Procurement (2011)** and to enable compliance with procurement frameworks of multilateral development banks, including the World Bank’s Procurement Regulations for IPF Borrowers (Fourth Edition, November 2020). It shall also mandate structured disclosure in conformity with the **Open Contracting Data Standard (OCDS)** to ensure transparency, competition, and verifiable integrity across the contracting cycle. The Compliance Matrix shall list the specific UNCITRAL and MDB provisions, and the OCDS fields and documents, reflected in the draft.

5.6 National CERT/CSIRT Governance.

The Cybersecurity Law shall establish a national CERT/CSIRT with a clear legislative mandate, roles, capabilities, and cooperation mechanisms that reflect recognized guidance for national and governmental CSIRTs, including maturity and capability expectations. Alignment decisions—such as incident reporting thresholds, vulnerability disclosure processes, and information-sharing protocols—shall be recorded in the Compliance Matrix with reference to comparative CSIRT guidance.



5.7 Maintenance of the Compliance Matrix.

SUDESA's Department of Legal, Governance and Compliance shall maintain the Compliance Matrix (Annex III) as the authoritative, living record of alignment with the foregoing frameworks. The Matrix shall be updated at each draft iteration and made available to the public upon approval of the Joint Steering Committee, with cross-references to published consultation records and, for procurement reforms, to corresponding OCDS releases to ensure traceability from statutory requirements to open-data implementation.

[Procurement | African Development Bank Group](#)

[Open Contracting Data Standard - World Wide Web Foundation](#)

[ESFGoodPracticeNoteonGBVinMajorCivilWorksv2.pdf](#)

[38507-doc-dts-english.pdf](#)

[PowerPoint Presentation](#)

[EAC set to advance Data Governance and Protection with development of a regional Policy Framework](#)

[World Bank Document](#)

[AfDB Integrated Safeguards System - Policy Statement and Operational Safeguards | PDF](#)

[Environmental and Social Framework Resources](#)

[Project Finance, human rights and climate change: Updated Equator Principles 4 in effect from October | White & Case LLP](#)

[The World Bank Environmental and Social Framework](#)

Article 6 – Timelines and Reporting Obligations

6.1 Implementation Timeline

The Parties agree to adhere to a phased implementation schedule to ensure timely delivery of legislative reforms and compliance measures. The timeline shall be structured as follows:

- **Phase I (0–3 months):**
 - Establishment of Inter-Ministerial Drafting Committees (as per Article 3).
 - Development of Drafting Calendar and Terms of Reference (Annex I).
- **Phase II (4–9 months):**
 - Preparation of initial draft bills for the four legislative priorities outlined in Article 2.
 - Launch of Public Consultation and Stakeholder Engagement (Article 4).
- **Phase III (10–15 months):**
 - Consolidation of feedback and revision of draft bills.
 - Submission of final drafts to the Cabinet for approval.
- **Phase IV (16–18 months):**
 - Parliamentary review and enactment process.
 - Publication of enacted laws in the Official Gazette.



6.2 Reporting Obligations

- **Quarterly Progress Reports:** Each Inter-Ministerial Drafting Committee shall submit a progress report to the Steering Committee, detailing milestones achieved, challenges encountered, and mitigation measures.
- **Annual Compliance Report:** The Ministry of Justice, in coordination with the Digital Transformation Secretariat, shall prepare an annual compliance report assessing alignment with AU Malabo Convention and regional frameworks (Article 5).
- **Public Disclosure:** A summary of progress reports shall be published on the official government portal to ensure transparency and accountability.

6.3 Monitoring and Evaluation (M&E) Framework

- The Steering Committee shall establish an M&E framework with key performance indicators (KPIs) for each legislative priority.
- Independent audits shall be conducted at the end of Phase II and Phase IV to evaluate compliance and effectiveness.

6.4 Escalation Mechanism

- In case of delays exceeding 30 days beyond agreed timelines, the responsible Committee Chair shall submit a justification report and revised schedule to the Steering Committee for approval.

Article 7 – Dispute Resolution

7.1 Objective and Scope

This Article establishes a structured, escalating mechanism for the prevention, management, and final settlement of any controversy, claim, or disagreement (each a “Dispute”) arising out of or in connection with this Agreement, its negotiation, validity, interpretation, performance, breach, or termination, including any non-contractual obligations related thereto. The mechanism is informed by international best practice in public–private cooperation and long-term programmes, particularly in infrastructure and digital transformation contexts.

7.2 Good-Faith Negotiation

Upon written notice of a Dispute by either Party (“Notice of Dispute”), the Parties shall engage in good-faith negotiations for a period of thirty (30) days, extendable by mutual written consent. During this period, each Party shall designate a senior representative with decision-making authority to seek an amicable resolution. The negotiation period is without prejudice to either Party’s right to seek urgent interim relief as set out in Clause 7.7.

7.3 Mediation (Facilitated Settlement)

If the Dispute remains unresolved upon expiry of the negotiation period, the Parties shall submit the Dispute to mediation under the **UNCITRAL Mediation Rules (2021)**, which are hereby incorporated by reference. Unless otherwise agreed, the mediation shall be conducted in English; the mediator shall be jointly appointed within ten (10) days of a mediation request; and the mediation shall conclude within forty-five (45) days of commencement, unless extended by the Parties. Any settlement reached shall be recorded in a written settlement agreement signed by the Parties. Where cross-border recognition of the settlement is relevant, the Parties acknowledge that enforceability may be available in jurisdictions that are Contracting Parties to the United Nations Convention on International Settlement



Agreements Resulting from Mediation (the “Singapore Convention”), subject to each jurisdiction’s treaty status and any reservations.

7.4 Technical Expert Determination / Dispute Review

For Disputes of a primarily technical, accounting, cybersecurity, or service-level nature, the Parties may, by mutual written agreement at any time before arbitration is commenced, refer the matter to an independent expert for binding expert determination, or to a standing or ad hoc dispute review mechanism. The expert or panel shall be appointed within ten (10) days of referral; a reasoned determination shall be issued within thirty (30) days of appointment, unless extended by the Parties. The design of such mechanisms aligns with recognised approaches in complex public–private and PPP arrangements, which encourage early, specialized resolution to avoid escalation and service disruption.

7.5 Arbitration (Final and Binding)

7.5.1 Trigger.

If a Dispute has not been resolved through negotiation (Clause 7.2) or mediation (Clause 7.3) within the applicable time periods, either Party may refer the Dispute to final and binding arbitration as set forth below.

7.5.2 Rules, Seat, and Language.

Unless otherwise agreed in writing at the time of referral, the arbitration shall be administered by the International Chamber of Commerce (ICC) under the ICC Rules of Arbitration (2021). The seat (legal place) of arbitration shall be Nairobi, Republic of Kenya; the language shall be English; and the tribunal shall consist of three arbitrators, unless the Parties agree to a sole arbitrator having regard to the complexity and value of the Dispute. Selection of a seat in a State that is party to the New York Convention (1958) facilitates recognition and enforcement of awards in other Convention States. Kenya is a Contracting State; South Sudan is not listed among Contracting States as of the date hereof.

7.5.3 Conduct and Case Management.

The tribunal shall adopt procedures ensuring efficiency and due process, including case management conferences, consolidation or joinder where appropriate, and the use of technology-enabled hearings when suitable. The tribunal may issue procedural timetables and directions consistent with the ICC Rules to secure a just, expeditious, and cost-effective determination.

7.5.4 Interim Measures and Emergency Protection.

Before constitution of the tribunal, a Party may apply for emergency measures to the ICC Emergency Arbitrator pursuant to Article 29 of the ICC Rules. After constitution, the tribunal may order any interim or conservatory measures it deems appropriate. Resort to emergency or interim relief does not constitute a waiver of sovereign immunities beyond those expressly waived in Clause 7.6.

7.5.5 Awards.

The tribunal’s award shall be final and binding upon the Parties. Judgment upon the award may be entered by any court of competent jurisdiction, subject to applicable immunities as addressed in Clause 7.6 and to the recognition and enforcement regimes available at the place of enforcement, including where applicable the New York Convention (1958).

7.6 Sovereign Immunity; Jurisdiction and Execution Waivers

To the fullest extent permitted by applicable law, the Government Party expressly and irrevocably: (a) agrees to arbitration under Clause 7.5 and thereby waives any objection based on sovereign immunity from jurisdiction with respect to arbitral proceedings; and (b) waives immunity from execution and attachment in respect of any arbitral award rendered pursuant to this Article, provided that no waiver



shall extend to assets used by the State for diplomatic or military purposes, central bank or monetary authority assets, or assets otherwise protected under peremptory norms of international law. The foregoing reflects accepted distinctions between immunities from **jurisdiction** and **execution**, and accords with model drafting practices for public–private contracts.

7.7 Urgent Interim Relief from Courts of Competent Jurisdiction

Nothing in this Article shall prevent either Party, prior to the constitution of the arbitral tribunal or in parallel with the arbitral proceedings, from seeking urgent interim or conservatory measures from the courts at the seat of arbitration or any other court of competent jurisdiction, including measures to preserve evidence, protect data integrity, or prevent irreparable harm to public services. This approach is consistent with international arbitration frameworks that contemplate supportive court measures without derogating from the tribunal’s primary jurisdiction over the merits.

7.8 Continued Performance

During the pendency of any Dispute and until final disposition, the Parties shall continue performance of their respective obligations under this Agreement to the extent reasonably practicable, particularly obligations tied to service continuity, public safety, and data protection.

7.9 Special Provision on Investment Disputes

Where a Dispute qualifies as an “investment dispute” under applicable investment laws or treaties and where the Parties have expressly consented in writing, the Dispute may, at the investor’s election, be submitted to arbitration under the **ICSID Convention**. South Sudan is recorded as having signed and ratified the ICSID Convention in 2012; recourse to ICSID arbitration is subject to jurisdictional requirements, including the existence of an “investment” and written consent.

7.10 Non-Applicability of OHADA Uniform Arbitration Law

For the avoidance of doubt, the **OHADA** Uniform Act on Arbitration does not apply to this Agreement, as the Republic of South Sudan is not listed among OHADA Member States.

7.11 Confidentiality and Transparency

Arbitral and mediation proceedings shall be confidential, save for disclosures required by law, parliamentary oversight, donor reporting obligations, or to protect or pursue a legal right. Where disclosures are made for public accountability, the Parties shall coordinate to balance transparency with the protection of sensitive information, including critical infrastructure, cybersecurity, and personal data.

7.12 Costs

Unless the tribunal or mediator determines otherwise, the costs of negotiation are borne by each Party; mediation costs are shared equally; and the tribunal shall have discretion to allocate arbitration costs, including legal and expert fees, taking into account the outcome of the case and the Parties’ conduct.

7.13 Time Bars

No Dispute may be referred to arbitration more than twelve (12) months after the date on which the claimant Party first became or reasonably should have become aware of the facts giving rise to the Dispute, save that this limitation shall not apply to claims involving fraud, wilful misconduct, or confidentiality and data protection breaches.

7.14 Survival

This Article shall survive termination or expiry of this Agreement.



Signatures and Annexes

IN WITNESS WHEREOF, the undersigned representatives, duly authorized by their respective governments and institutions, have signed this Legal Reform Roadmap and Compliance Framework 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: _____



Annexes X

Annex I – Drafting Calendar

Purpose:

Provides a detailed timeline for the drafting, consultation, and enactment of the legislative priorities listed in Article 2.

Contents:

- Gantt-style schedule covering Phases I–IV (as per Article 6).
- Key milestones: Committee formation, first draft, public consultation, final draft, Cabinet submission, parliamentary review, enactment.
- Responsible entities for each milestone.

Annex II – Terms of Reference (TOR) for Inter-Ministerial Drafting Committees

Purpose:

Defines the mandate, composition, and operating procedures of the drafting committees established under Article 3.

Contents:

- Committee objectives and scope of work.
- Membership structure (ministries, agencies, technical experts).
- Decision-making process and quorum requirements.
- Reporting obligations and timelines.
- Conflict of interest and confidentiality provisions.

Annex III – Compliance Matrix

Purpose:

Maps each legislative priority and procedural step against applicable regional and international frameworks to ensure alignment and accountability.

Contents:

- Columns for:
 - Legislative Priority (e.g., Data Protection Act).
 - Relevant AU and REC instruments (e.g., AU Malabo Convention).
 - Compliance requirements and benchmarks.
 - Status indicators (Drafted, Under Review, Enacted).
- Notes on gaps and corrective actions.

Annex IV – Explanatory Notes and Rationale for Article 7

Purpose of Annex

This Annex provides interpretative guidance and the legal rationale underlying the provisions of **Article 7 – Dispute Resolution** of the Legal Reform Roadmap and Compliance Framework Agreement. It is



intended for internal use by the Parties, oversight bodies, and development partners to ensure clarity of design choices and alignment with international best practices.

1. Selection of Multi-Tiered Dispute Resolution Mechanism

The inclusion of a structured escalation process—negotiation, mediation, expert determination, and arbitration—reflects global best practice in complex public–private partnerships and digital transformation programs. This approach minimizes disruption to essential services and promotes early resolution of disputes before resorting to formal arbitration.

2. Mediation Framework

The reference to the UNCITRAL Mediation Rules (2021) ensures that mediation is conducted under a modern, internationally recognized framework. The Rules provide procedural flexibility and neutrality, which is critical in cross-border or donor-funded projects. The Annex also acknowledges the Singapore Convention on Mediation, which facilitates enforceability of mediated settlement agreements in jurisdictions that are Contracting States. While South Sudan is not currently a Party, this reference anticipates future treaty developments and cross-border enforcement needs.

3. Arbitration Design Choices

- **Institution and Rules:** The **ICC Rules of Arbitration (2021)** were selected for their global reputation, robust case management tools, and emergency arbitrator provisions (Article 29), which are essential for urgent relief in digital infrastructure projects.
- **Seat of Arbitration:** Nairobi, Kenya, was chosen as the legal seat because Kenya is a Contracting State to the **New York Convention (1958)**, ensuring enforceability of awards in other Convention States. South Sudan is not currently a Party to the Convention, making the choice of seat critical for international enforceability.
- **Language and Composition:** English as the language of arbitration and a three-member tribunal (unless otherwise agreed) align with international norms for high-value, complex disputes.

4. Sovereign Immunity Waivers

The Agreement includes a narrowly tailored waiver of sovereign immunity for jurisdiction and execution, limited to commercial assets and excluding assets used for diplomatic, military, or central banking purposes. This reflects international practice in state contracts and is essential for enforceability of arbitral awards without compromising core sovereign functions.

5. Optional ICSID Pathway

South Sudan ratified the **ICSID Convention** in 2012, enabling investor–state arbitration for qualifying disputes. The Agreement reserves this option for investment-related disputes where both Parties provide explicit consent, ensuring compliance with ICSID jurisdictional requirements.

6. OHADA Non-Applicability

The Annex clarifies that the **OHADA Uniform Act on Arbitration** does not apply, as South Sudan is not an OHADA Member State. This avoids interpretative ambiguity and confirms reliance on ICC and UNCITRAL frameworks.



7. Transparency and Confidentiality

The confidentiality clause is balanced with transparency obligations for parliamentary oversight and donor reporting. This dual approach aligns with governance standards in development finance and public accountability frameworks.

8. References and Source Instruments

- [UNCITRAL Mediation Rules \(2021\)](#)
- [ICC Rules of Arbitration \(2021\)](#)
- [New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards](#)
- [World Bank PPP Reference Guide](#) (for early dispute resolution mechanisms)
- [Sovereign immunity](#)