



PARLIAMENT OF THE REPUBLIC OF UGANDA

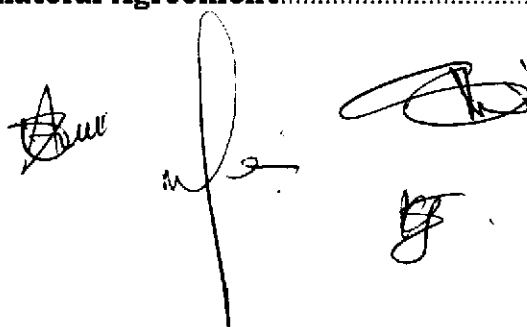
**REPORT OF THE SELECT COMMITTEE ON THE PAYMENT OF CLAIMS BY
THE UGANDA-SOUTH SUDAN TRADERS AGAINST THE GOVERNMENT OF
SOUTH SUDAN**

MAY 2019

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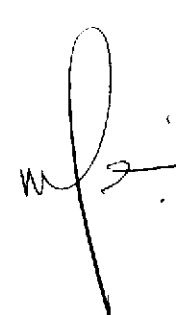



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1.0 Introduction

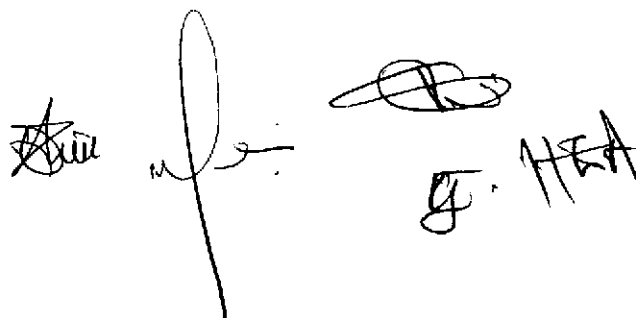
On 21st February 2019, Hon. Oyet Simon raised an urgent question directed to the Minister of Finance, Planning and Economic Development regarding the criteria that the Government of Uganda used to pay some Ugandan traders who had claims against the Government of South Sudan (GOSS). He also demanded that the Minister provides an update on the compensation of all Uganda-South Sudan traders who supplied goods and services but were not paid, or those who lost vehicles and other merchandise in South Sudan.

On 28th February 2019, Hon. David Bahati, the Minister of State for Finance, Planning and Economic Development (Planning), responded to a question raised by Hon. Simon Oyet. He indicated that Government had effected part payment of UGX 40 billion out of the total claim of USD 41 million owed to the ten (10) companies that were particularised in the first schedule to the 2016 Bilateral Agreement between the Government of Uganda and the Government of the Republic of South Sudan (GORSS). The Bilateral Agreement was approved by the House on 3rd April 2018.

However, the House was not satisfied with the Minister's response. Members argued that the Parliamentary Resolution also provided for payment of another 23 companies. Some Members raised concerns that in the process of payment, there was lack of transparency and fairness, conflict of interest and failure to heed to the Resolutions of Parliament during the payment of the UGX 40 billion. Consequently, the House demanded that a select committee be set up to inquire into the issue of payment of Uganda-South Sudan traders by the Government of Uganda.

1.1 Select Committee Establishment and Terms of Reference

On 6th March 2019, Parliament established a select committee to inquire into the payment of the Uganda-South Sudan traders, to be guided by the following terms of reference:

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1. To lift the veil and verify the actual beneficiaries of the monies that were paid out following the Bilateral Agreement on payment of monies owed to Uganda-South Sudan traders by the Government of the Republic of South Sudan;
2. To examine the criteria of selection and methodology used by Government to pay the beneficiaries;
3. To establish whether the payments were effected in accordance with the Resolution of Parliament of 3rd April 2018;
4. To establish the status of verification of all outstanding claims against the Government of the Republic of South Sudan by the Uganda-South Sudan traders;
5. Report to Parliament within 45 days.

1.2 Membership of the Select Committee

The following members constituted the membership of the Select Committee:

- | | | | |
|----|----------------------------------|---|-------------|
| 1. | Hon Ann Maria Nankabirwa | - | Chairperson |
| 2. | Hon. Mathias Mpuuga | - | Member |
| 3. | Hon. Herbert Edmund Ariko | - | Member |
| 4. | Hon. Janepher Mbabazi Kyomuhendo | - | Member |
| 5. | Hon. Stella Kiiza | - | Member |
| 6. | Hon. Henry Maurice Kibalya | - | Member |

1.3 Method of Data Collection

In order to obtain answers to the underlying questions in the committee's terms of reference and to make conclusions and recommendations to the House, the Committee adopted two methods of data collection: witness testimonies and detailed study of documentary evidence. The documents cited are indicated in the body of this report. The list of the witnesses the committee obtained evidence from is attached as **Annex 1**.

The Committee also travelled to South Sudan to interact with officials of the Uganda Embassy and officials in the Government of the Republic of South Sudan over the payment of Uganda-South Sudan traders. Thereafter, the Committee also travelled to Nairobi, Kenya to obtain insights on how the Kenyan Government was able to deal with the compensation and/or bailout of its traders/investors who experienced payment challenges from the

Government of the Republic of South Sudan. The findings from the mission to South Sudan and Kenya are contained in the body of this report.

2.0 Background to the problem of non-payment of Uganda-South Sudan traders by the Government of South Sudan

2.1 South Sudan as a booming export market for Uganda

Following the signing of the Peace Agreement between the South Sudan People's Liberation Movement/Army (SPLM/A) and the Government of Sudan in 2005, South Sudan became an attractive business destination for many Ugandan traders. In a short time, South Sudan became the major export market for Uganda for both goods and services. In 2010, Uganda earned USD 630 million from exports to South Sudan. In 2012, the earnings increased to USD 1.3 billion.

However, Uganda's export earnings from South Sudan dropped to USD 225.28 million in FY 2014/15.¹ The export earnings in FY 2017/18 stood at USD 300 million.²

2.2 Business Environment in South Sudan

Many Ugandans went to South Sudan to take advantage of the business opportunities that were characterised by quick profits and loose legal regime. This was as a result of scarcity of essential goods and a fragile security situation. The trade environment in South Sudan was further characterised by hostility towards non-Sudanese traders and outright violation of trade agreements by the South Sudanese nationals. There was, also inadequate dispute resolution mechanisms which led to a number of trade disputes among the traders.

The legal environment for enforcing business contracts was rudimentary to say the least. The justice system was weak, courts were inefficient, and settlement of trade disputes through the court system was near to impossible. Some Ugandan traders who went to court for settlement of their claims were disappointed. Some who obtained court judgements in their favour could not

¹Source: The March 2018 Report of the Committee on National Economy on the Motion for Resolution of Parliament seeking authorisation of Government of Uganda to enter into a Bilateral Agreement with the Government of the Republic of South Sudan to pay monies owed to the Ugandan traders by South Sudan amounting to USD 41,625,513.99

²This figure was communicated to the Committee by Uganda's Ambassador, H.E. Brig. Gen. Balya.

have the judgements enforced. The unfavourable legal business environment remains largely the same even today.

The fragile State Security and general absence of functional State Institutions has given way to a state of lawlessness; and in many instances, unabated open hostility towards Ugandans by sections of the populations where they operate and elements in the security apparatus. A case in point was an attempt by elements in security who arrested leaders of FAMM A loose Association of Ugandan Traders who constructed a Permanent market in Juba that employs over 200 Ugandans. This market was constructed on legally leased land but the owners were arrested and elements in security wanted them to sign away the ownership in order to regain their freedom

2.3 Challenges faced by Uganda traders in South Sudan

By 2009, Uganda-South Sudan traders had already started experiencing challenges in South Sudan. These challenges included:

- i) Delayed or non-payment for the goods and services supplied to GOSS or private companies and individuals in South Sudan;
- ii) Harassment of traders by the agents of GOSS;
- iii) Uganda traders were fleeced by their partners in South Sudan
- iv) Outright cheating of Uganda traders through collusions of Government officials of South Sudan with some trade agents
- v) Confiscation of property of the Ugandan traders by officials and agents of GOSS;
- vi) Absence of Ugandan Banks in South Sudan, which made Ugandans to essentially transact in cash
- vii) Non-enforcement of Judgments in favour of Ugandan traders in South Sudan, etc.

These challenges were often brought to the attention of the Government of Uganda or its agents by the affected traders. The affected traders formed two associations to lobby for the advancement of their interests, these were:

- a) The Uganda-South Sudan Grain Traders Association and
- b) The Joint Action for the Redemption of Uganda Traders in Sudan.

2.4 Interventions by the Government of Uganda to assist distressed Uganda traders in South Sudan

As a result of the complaints raised by the Uganda traders in South Sudan, Government of Uganda was forced to intervene. Since 2010, the Government has made incremental interventions. Some of the interventions are outlined below.

2.4.1 Signing of the 2010 Memorandum of Understanding on Trade Cooperation between Uganda and South Sudan

In February 2010, Government of Uganda signed a Memorandum of Understanding (MoU) with the Government of South Sudan on promoting and developing trade relations between the two countries (**Annex 2**). Hon. Major General KahindaOtafiire, the then Minister of Tourism, Trade and Industry signed the MoU on behalf of Government of Uganda. The MoU was informed by the desire of both parties to, among others, to promote and strengthen their trade relations and a determination by the parties to create an enabling environment that would promote and facilitate increased trade between the parties.

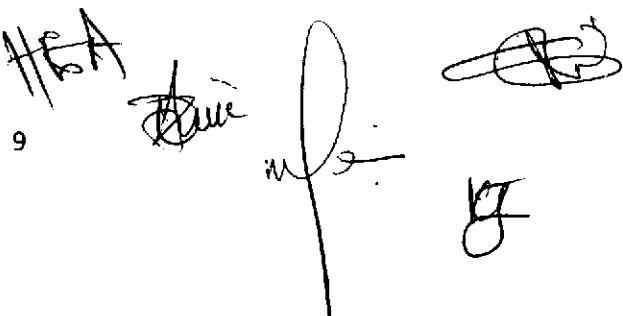
Under the MoU, it was agreed that a Joint Trade Committee, called the UgandaSouth Sudan Joint Trade Committee be set up through which cross border trade related issues shall be addressed.

2.4.2 Convening of joint ministerial meeting in Kampala

In October 2010, a joint trade ministerial meeting between the GOU and the GOSS was held in Kampala. The meeting made recommendations on the setting up of a Trade Dispute Arbitration Committee. They also agreed on the rules of procedure for the committee. In addition, the following recommendations were agreed upon:

- Formalisation of trade between the two countries by strengthening/empowering the trade officers to advise and guide the traders.
- Traders should constitute themselves into traders' associations to educate members and for better advocacy.

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- Informal trade needs to be regulated to ensure orderly cross border trade between the two countries.
- Traders should use financial institutions such as banks and insurance companies in conducting business to ensure that their money is safe and protected.

2.4.3 Signing of the Memorandum of Understanding on the Payment of Uganda-South Sudan Traders

In November 2010, Government of Uganda came to the rescue of some traders under their umbrella body of the Uganda Grain Traders, by signing a Memorandum of Understanding with the Government of South Sudan to settle the outstanding claims of USD 56,431,987. **(Annex 3)** Hon. Major General Kahinda Otafiire signed the MoU on behalf of the GOU.

The Uganda Grain Traders had supplied food to the Government of South Sudan together with other traders from Eritrea, Sudan, Ethiopia and Kenya under the Strategic Food Reserve Supply established by GOSS between February 2008 and 2009 to address food shortage of grain as a result of crop failure and other natural calamities.

In 2009, after widespread allegations of massive corruption in the supply of grains - an incident popularly known as the *DURA SAGA*³-GOSS undertook the verification of the grain supply to ascertain which companies had supplied and which had not; which companies had been paid and which had not.

The verification report indicated that 24 Ugandan Grain Traders had a genuine claim of USD 56,431,987. The 24 Ugandan companies/traders together with their associated South Sudan companies were listed in **annex 1** to the MoU of 21st November 2010. These traders/companies, their associated South Sudan companies and outstanding amounts (USD) are indicated in the table 1 below:

Table 1: List of Uganda Grain Traders and Associated South Sudan Companies

	Ugandan Company	Associated South Sudanese Company	Outstanding amount (USD)

³ Dura means sorghum. Dura Saga refers to the allegations of "air supply" of sorghum under the Strategic Food Reserve Supply, where some traders/companies in collusion with some officials of the GOSS received payments when they did not make any or full supplies.

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1	Rubya Investors Ltd	Queen's transport, Trade & Investment	3,300,000
2	Kibungo Enterprises	Anyar For Trading & Investments	2,200,000
3	Kibungo Enterprises	Kala Investment Ltd	5,500,000
4	Kibungo Enterprises	SJB Marketing Ltd	5,500,000
5	Aponye (U) Ltd	White Dove Ltd	5,892,700
6	Aponye (U) Ltd	Me & My Kids	2,750,000
7	Aponye (U) Ltd	Direct supply to MFEP	1,100,000
8	Afro Kai Ltd	Kensud General Trading	1,100,000
9	Swift Commodities	African Queen Foods	1,100,000
10	Sunrise Commodities	Kensud General Trading	1,259,500
11	Aponye (U) Ltd	Star Construction Co. Ltd	952,600
12	Sophia Omari	AyelDit Trading & Investment Co. Ltd	1,087,500
13	Aponye (U) Ltd	Bombiem Trading Co.	220,000
14	Aponye (U) Ltd	Gondwana Mining & Exploration	2,750,000
15	Apo General Enterprises	Fairdeal International	4,387,500
16	Afro Kai Ltd	Green Water for Trade& Investments	1,637,500
17	Aponye (U) Ltd	BROS & Co Ltd	2,750,000
18	Ropani International Company	Moon Trading and investment Co Ltd	1,100,000
19	Ropani International Company	May Investment Co Ltd	1,100,000
20	Ropani International Company	Aroma Trading Investment Co Ltd	2,200,000
21	KK Transporters Ltd	KK Transporters (S) Ltd	2,750,000
22	KK Transporters Ltd	Wigok Multipurpose Co. Ltd	1,100,000
23	Aponye (U) Ltd	Commodity Imports	1,944,687
24	KK Transporters Ltd	Forever Living Products Co. Ltd	2,750,000
	Total		56,431,987

Under the 2010 Memorandum of Understanding, GOSS accepted to pay USD 15 million as partial settlement of the outstanding claim of USD 56,431,987 in favour of the 24 companies/traders. The MoU also provided that the Government of South Sudan's obligations to the Uganda Grain Traders would

cease as soon as all outstanding claims were paid to the traders through the Special Account at Bank of Uganda.

On 30th December 2010, an addendum to the Memorandum of Understanding between the Government of Uganda and the Government of South Sudan on the payment of Ugandan grain traders, providing the schedule of payment of up to zero balance, was effected. The details of the addendum were as follows:

Table 2: Agreed Schedule of payment of the Grain Traders

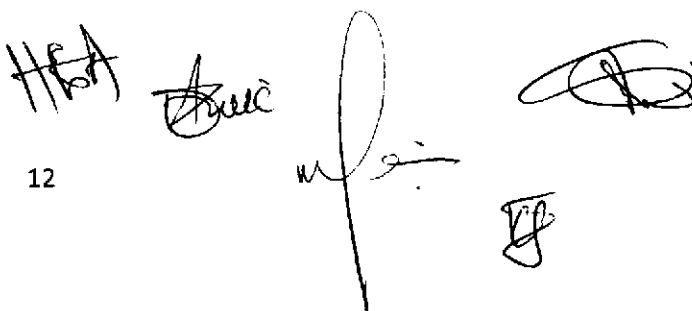
Date	Amount to be paid	Balance due
21 st November 2010	\$15,000,000	\$41,431,987
21 January <u>2010</u> (Correct year should have been 2011)	\$11,431,987	\$30,000,000
21 st March 2011	\$10,000,000	\$20,000,000
21 st May 2011	\$10,000,000	\$10,000,000
21 st June 2011	\$10,000,000	\$0

The addendum to the MoU was signed by Hon. Maj. Gen. Kahinda Otafiire, Minister of Tourism, Trade and Industry (GOU) and H.E. Deng Alor, Minister for Regional Cooperation (GOSS) (**Annex 4**)

2.4.4 Appointment of Bank of Uganda as Agent to receive payment of USD 15 million to the Uganda Grain Traders in 2010

The Government of Uganda's obligation under the 2010 MoU was to designate and appoint the Central Bank of Uganda and to instruct it as an agent to open and maintain the Uganda Grain Traders Settlement Special Account where all monies due to the Uganda Grain Traders would specifically be deposited.

On 18th November 2010, Mr. Keith Muhakanizi, the Permanent Secretary/Secretary to the Treasury (PS/ST), wrote to the First Undersecretary, Ministry of Finance and Planning of the Government of South Sudan, communicating the details of the Uganda Grain Traders Debt Settlement Account that had been opened at Bank of Uganda to which the payment of claims by Uganda Grain Traders due from the Government of South Sudan would be made.



On 20th December 2010, the Uganda Grain Traders Debt Settlement Account in Bank of Uganda was credited with USD 14,808,472.05 instead of the expected USD 15 million. Upon instruction by the PS/ST Ministry of Finance, Planning and Economic Development, on 24th December 2010, Bank of Uganda transferred a total of USD 14,808,472.05 to the Uganda Grain Traders Association Account. The difference was explained as foreign exchange loss.

The GOSS did not remit the remaining balances as agreed in the Memorandum of Understanding. Once again, the grain traders lobbied the Uganda Government to push the Government of the Republic of South Sudan to pay the outstanding balances.

Meanwhile, other Ugandan traders who had also either supplied goods and services to the Government of South Sudan or lost property at the hands of agents of GOSS had also lobbied the Government of Uganda for assistance.

2.4.5 The establishment of the 2011 South Sudan Trade Dispute Arbitration Committee

On 22nd August 2011, the Minister of Trade, Industry and Cooperatives appointed a seven- member committee led by Mr. Kassim Omar called the South Sudan Trade Dispute Arbitration Committee. Its mandate was to review all the claims that had been submitted by the Uganda-South Sudan traders for verification in preparation for the Joint Trade Dispute Arbitration Committee.

According to the 2010 Memorandum of Understanding, the Joint Trade Dispute Arbitration Committee was to be constituted by both GOU and GOSS. The rules of procedure of the Joint Trade Dispute Arbitration Committee were made at the joint ministerial meeting held in Kampala in November 2010.

On 6th December 2011, the Kassim Committee submitted its final report to the Government of Uganda (**Annex 5**). The committee categorised the claimants into four groups. These were:

- i. **Category One** – Claims of the 10 members of the South Sudan Grain Traders and Suppliers Association Limited with clear documentary evidence and to which the GOSS had already made a commitment to clear.

- ii. **Category Two** – Claims of 39 traders who had supporting documents and/or corroborated evidence, which the committee recommended for settlement.
- iii. **Category Three (A)** – Claims of 7 traders who were injured or lost their dear ones but had ambiguous supporting documents and the committee could not make a definite decision.
- iv. **Category Three (B)**– Claims of 16 traders whose vehicles were impounded but with very thin and overstretched evidence, though with merit.
- v. **Category Three (C)** – Claims of 6 traders with ambiguous and insufficient supporting documents whereby the committee was not able to arrive at a decision.
- vi. **Category Four** – Claims of 22 traders, which lacked supporting documents and the committee could not find any grounds to recommend compensation.

The claims, as reviewed by the Kassim Committee, were never presented before the Joint Trade Arbitration Committee as it was never considered by the two parties to the 2010 MoU. However, GOU submitted a copy of the report to GOSS.

In 2013, a civil war broke out in South Sudan and the prospects of GORSS sending a team to Uganda to consider the claims by Ugandan traders became slim.

New claimants after the Kassim report

Many other Ugandans took up contracts in South Sudan after the Kassim verification exercise. Some Ugandan traders supplied the South Sudan Government departments during the civil war. Some traders were paid while others were not; and some lost lives and properties.

By 2015, a new group of claimants approached the Government of Uganda for assistance. They joined the old group of claimants who were still seeking for help from the GOU. The majority of the 23 companies/traders that formed part of the Parliamentary Resolution of April 2018 were new claimants who supplied GOSS after 2011.

It was in this context that GOU sought for negotiations with the GORSS, which led to the 2016 Bilateral Agreement.

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2.4.6 Signing the Bilateral Agreement between the GOU and GORSS over the payment of Ugandan traders

The lobbying efforts of the grain traders under the 2010 MoU, who were demanding for their balance of USD 41 million and other traders, led to the negotiation of a bilateral agreement between GOU and GORSS. Cabinet, on several occasions, discussed this issue (**Annex 6 Cabinet Minute**); His Excellency the President also gave directives and sent envoys to the President of South Sudan and bilateral ministerial meetings were held in Juba over the matter. Finally, the Bilateral Agreement was signed on 22nd December 2016 (**Annex 7**)

In the Agreement, it was agreed that GOU would pay to the Ugandan grain traders their outstanding claim of USD 41, 431,987 and GORSS would reimburse the said amount to the Government of Uganda. It was also agreed that a joint verification team consisting of officials from both Uganda and South Sudan would be formed to verify or confirm all other claims for subsequent settlement.

2.4.7 Presentation of the Bilateral Agreement to Parliament for adoption

In 2018, in compliance with the requirement of Article 159 of the Constitution, the Minister of Finance, Planning and Economic Development presented to Parliament the 2016 Bilateral Agreement for adoption. The Bilateral Agreement was in fact an agreement in which the Government of Uganda was to lend money to the Government of the Republic of South Sudan to enable the latter pay its Ugandan suppliers. The motion for the adoption of the Bilateral Agreement was thus referred to the Parliamentary Committee on National Economy, which subsequently presented its report to the House.

On 3rd April 2018, Parliament passed a Resolution adopting the Bilateral Agreement (**Annex 8**). In the same Resolution, Parliament resolved on two other issues:

- 1) An addendum to the Bilateral Agreement be signed between the GOU and GORSS to pay monies owed to the additional verified 23 Uganda -South Sudan traders by the Republic of Uganda as particularised in Schedule A of the Resolution;

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- 2) The joint verification exercise by the Government of the Republic of South Sudan and the GOU continues until all claims are conclusively handled.

Why Parliament resolved that 23 other companies be considered for payment

At the time of the negotiation and conclusion of the Bilateral Agreement, which built onto the 2010 Memorandum of Understanding on the grain traders' payment, there were other companies, which had supplied GOSS/GORSS and had either received part payment or had been issued with cheques by the Government, which could not be cashed due to lack of money on the issuer's account.

These companies were said to be at the payment processing stage in the Ministry of Finance and Planning. Some claims were in dollars and others in South Sudanese Pounds. According to Parliament, these companies' claims were thus not subject to any verification and should have been categorised in the same way as the 10 grain traders/companies in the Bilateral Agreement.

Table 3: The 23 companies and their claims were as follows:

	Company name	Amount Claimed
1	Roko Construction Ltd	USD 3,795,094.52
2	Premier Commodities(U) Ltd	USD 9,954,600
3	Aponye (U) Ltd and Afro-Kai Ltd	USD 6,879,222
4	MFK Corporation Ltd	USD 330,000
5	Ake-Jo General Enterprises Ltd	USD 2,590,417
6	Dotts Services Ltd	USD 12,821,805
7	Tomasi's Farm	USD 10,000,000
8	Adroit Consult International	USD 293,920
9	MS Makpaco	USD 407,791
10	Gunya Company Ltd	USD 135,000
11	Trust South Centre Ltd	SSP 1,559,788
12	Speedway Services Company Ltd	SSP 208,480
13	Speedway Services Company Ltd	SSP 455,350
14	Chant Agencies	SSP 4,936,600
15	JB Trading Agency Ltd	SSP 2,078,000
16	Madut Chan Company Ltd	SSP 3,934,400
17	Wang Logistics Company Ltd	SSP 2,411,818

18	Ms Edsa Supply Ltd	SSP 6,652,592
19	Menelco Stores	SSP 1,100,000
20	Ahmos Investments Ltd	SSP 3,632,800
21	MS Makpaco	SSP 6,214,559.52
22	Benico Investment Ltd	SSP 3,147,800
23	Atmos Uganda Ltd	SSP 1,743,379

The committee was informed by the Attorney-General that Parliament included the 23 companies under the mistaken belief that the said companies were not subject to the provisions of articles 6.2 and 10 of the Bilateral Agreement. He insisted that the 23 companies cannot be paid by Uganda without the Government of South Sudan first verifying and agreeing to their claims and issuing a sovereign guarantee in respect of their payment. It is in light of this mistaken belief that Parliament resolved that an addendum to the Bilateral Agreement be made to pave way for the payment of the claims of the said 23 companies.

It should however be noted that the 23 companies particularised in the Resolution of Parliament were not the only ones that had claims at the payment processing stage in Juba. There were others that were not brought to the attention of Parliament at the time it discussed the matter in 2018, which the committee discovered during the course of its investigations. These include:

- Gash Logistics Ltd
- Ropani International Ltd
- KK Transporters Ltd
- Quality Chemicals Ltd
- Uganda Air Cargo Corporation
- KaikaInvestments
- ABC South Sudan Ltd
- Wyclif Motors
- Mr. Cel U Ltd
- BMA Constructions and Fabricators
- Bihanternational Ltd & Biwani Group of Companies
- Sun Air
- Bilpham Company Ltd
- Juba Cheap Stores

2.4.8 Implementation of the 2016 Bilateral Agreement

2.4.8.1 Appropriation of UGX 40 billion to partly clear the traders

After the 2016 Bilateral Agreement was approved by the Parliament of Uganda on 3rd April 2018, Parliament appropriated UGX 40 billion towards the clearance of USD 41 million owed to the Ugandan Grain Traders. The funds were put under Vote 130 – Treasury Operations.

2.4.8.2 Seeking Legal Advice on payment of the 23 companies included in Parliament's Resolution of 3rd April 2018

On 19th July 2018, the Minister of Finance, Planning and Economic Development wrote to the Attorney-General seeking guidance on:

- 1) How to treat the payment of the 23 traders/companies that Parliament approved for payment but which, according to the Bilateral Agreement, required joint verification by GOSS and GOU.
- 2) Whether the payment of money to the traders requires prior approval of the Bilateral Agreement by the Transitional National Assembly of South Sudan.

On 8th August 2018, the Attorney-General advised that payment to the 23 companies/traders would require prior verification of their claims by a joint verification team set up by the two countries – Uganda and South Sudan. On the question of approval of the Bilateral Agreement by the National Assembly of South Sudan, the Attorney-General advised that according to the provisions of the Bilateral Agreement, Uganda needs to obtain a sovereign guarantee from GORSS before payment is made to the Ugandan traders.

The Committee however observes and is in agreement with the Ministry of Finance of Uganda that the traders in Category A which is comprised of Companies whose payment had reached payment level at the Ministry of Finance of GORSS and approved, some had even been paid but their cheques bounced.

2.4.8.3 Request for a Sovereign Guarantee from GORSS and the names of the joint verification team

On 15th August 2018, the Minister of Finance, Planning and Economic Development, Hon. MatiaKasaija, wrote to his counterpart in Juba requesting for the issuance of a sovereign guarantee to enable the release of funds to the traders; and also to send the names of officers to join their counterparts in Uganda to form a joint verification team to verify other eligible claims.

On 28th January 2019, the First Undersecretary of Finance, Ministry of Finance and Planning, GORSS, wrote to the Minister of Finance, Planning and Economic Development communicating a letter of sovereign guarantee (**Annex 9**). The copy of the Sovereign Guarantee is attached as **Annex 10**. In the same letter, Hon. MatiaKasaija was advised that the names of officers to constitute the joint verification team would be sent in due course.

On 4th February 2019, the Permanent Secretary/Secretary to the Treasury wrote to the Deputy Governor, Bank of Uganda to authenticate the sovereign guarantee issued by the GORSS. On 8th February 2019, Bank of Uganda wrote to the Permanent Secretary/Secretary to the Treasury confirming the authenticity of the sovereign guarantee.

2.4.8.4 Release of UGX 40 Billion to the Uganda Grain Traders

On 1st February 2019, Ms. Turyakira and Company Advocates, acting on behalf of the Uganda South Sudan Grain Traders and Suppliers Association Ltd, wrote to the Permanent Secretary requesting for payment pursuant to the 2010 Memorandum of Understanding between Uganda and South Sudan and the 2016 Bilateral Agreement. The advocates also provided the bank account details of the association in Bank of Uganda and Stanbic Bank, Forest Mall Branch. Subsequently, the Permanent Secretary/Secretary to the Treasury, Ministry of Finance, Planning and Economic Development, released UGX 40 billion in favour of the grain traders.

On 6th March 2019, the chairman and treasurer of the association of grain traders provided accountability on how the UGX 40 billion (USD 10,872,519) was shared. It was after this payment was made that other traders complained about discrimination and lack of fairness, which resulted in Parliament establishing this select committee.

2.4.8.5 Call for registration and verification of all claims of Uganda traders in South Sudan

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In January 2019, the Ministry of Trade, Industry and Cooperatives placed a call in the newspapers inviting all Ugandan traders with claims in South Sudan to register their claims with the ministry before the end of the month. The claims were to be verified by a Ugandan team in preparation for the joint verification team provided for under Article 10 of the 2016 Bilateral Agreement.

3.0 Findings of the Select Committee

3.1 Actual beneficiaries of the UGX 40 billion (equivalent to USD 10,872,519) paid out by the Government of Uganda under the Bilateral Agreement Framework

The shareholders and directors of the 10 beneficiary companies, which were obtained from the Uganda Registration Services Bureau (URSB), are indicated in the table 4 below:

Table 4: Directors and shareholders of the Ugandan Companies that received UGX 40 billion paid under the bilateral framework

	Company Name and date of incorporation	Directors	Shareholders	Nationality of Shareholders	Amount received US\$
1	Rubya Investors Ltd 1 st June 2006	Harold Byamugisha Brodiskweyongyera	Harold Byamugisha Brodiskweyongyera	All Ugandans	671,723
2	Aponye(U) Ltd 28 th Feb 1989	Apollo Nyegamehe Monica Nyegamehe VangiNyegamehe AnnetTwebaze Harold Byamugisha Brodiskwongyera a Kevin Ainembabazi Agaba Peter Jackline Kamusiime LinnetKebirungi	Apollo Nyegamehe VangiNyegamehe Harold Byamugisha AnnetTwebaze Brodiskweyongyera Peter Agaba	All Ugandans	3,365,896

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		Arvin Ntoreine Patience Ninsiima Yvonne Niwahereza Prudence Musinguzi Martha Tumukunde			
3	Kibungo Enterprises Limited 24 th November, 1988	Kanagizi George William Kanagizi Flavia Bahati Mark	Kanagizi George William Kanagizi Flavia Bahati Mark	All Ugandans	2,404,829
4	Afro - Kai Limited 14 th September, 1984	Chris Kaijuka Enid Kaijuka	Chris Kaijuka Enid Charity Kaijuka Pearl kawinoKaijukaMuge nyi Nelson NerimaTheorpher S. Chiyok	Ugandans Zimbabwean	498,728
5	Apo General Agencies Limited 28 th March, 2007	Byamugisha Harold Apollo Nyegamehe	Byamugisha Harold Apollo Nyegamehe	All Ugandans	799,333
6	Ropani International Limited	Lotigo Samuel Augustino MawaJumaKenyi Duki Samuel	Latigo Samuel Augustino Rabi Samson Sunday Nancy	All Ugandans	801,609
7	Swift Commercial Establishment Ltd	Sarah Ssejjabi Peter Ssejjabi Joel Mukambwe	Sarah Ssejjabi Peter Ssejjabi Joel Mukambwe	All Ugandans	200,402
8	K.K. Transporters Limited 3 rd August, 1999	IdroTaban MzeeMawa Mawa Charles Senya Butha Lotto Langa	Alma Rose Wadrile IdroTaban	All Ugandans	1,202,414
9	Sunrise Commodities and Millers Ltd	Harjit Singh Mangat Jasdeesh Singh Mangat Kevinder Singh Mangat		Ugandan Canadian	229,461
10	Ms Sophie Omari	Not Company	Individual	Ugandan	198,120
	Total				10,872,519

Note - Ms Sophie Omari

The Uganda Registration Services Bureau (URSB) reported that there is no company registered under the name of Ms Sophie Omari. The committee established that a business lady called Ms Sophie Omari supplied goods to South Sudan under her name and not under a company name. Ms Omari appeared before the select committee and clearly indicated that she was among the beneficiaries of the UGX 40 billion payment.

3.2 Selection criteria of the 10 beneficiary companies

The group of the 10 companies were initially a subject of a Memorandum of Understanding between the GOU and the GOSS signed on 21st November 2010 to settle the outstanding Uganda grain traders' claims totalling to USD 56,431,987. The MoU was based on a verification report produced by a team constituted by GOSS to inquire into the supply of grains for the strategic grain supply food reserve. The GOSS verification team established that USD 56,431,987 was owed to the 10 Uganda grain companies that were affiliated to South Sudan registered companies. An instalment of USD 14.8 million was paid to the 10 companies, leaving a balance of USD 41,623,513.99.

The same traders were the main subject of the 2010 Bilateral Agreement between GOU and GORSS. Under paragraph (b) of the preamble of the Agreement, GORSS acknowledges that it owes the said Uganda traders USD 41,623,513.99. Furthermore, under paragraph (e) of the same preamble, it is indicated that on 18th December 2015 at a meeting in Juba, GORSS proposed that GOU pays the said sum of USD 41,623,513.99 to Ugandan traders with a view to subsequently being reimbursed the same by GORSS. The beneficiary traders and their claims, totalling to USD 41,623,513.99, are clearly outlined in Schedule 1 of the Bilateral Agreement.

However, it should be noted that Uganda had made efforts to include other claims in the Bilateral Agreement of 2016, as can be evidenced from the draft Bilateral Agreement that had been prepared by the Ugandan side. The draft Bilateral Agreement is attached as **Annex 11**. However, the committee was informed that during negotiations of the draft Agreement, GORSS insisted that the first category to be handled should be the 10 companies/traders only and other claims would be verified later by a joint team.

3.3 Compliance with the Resolution of Parliament during the payment of Uganda-South Sudan traders

The other area for the committee's inquiry was to establish whether the payment of UGX 40 billion to the 10 traders was consistent with the resolution of Parliament.

The committee established that the resolution of Parliament was in three parts. Firstly, Parliament approved the bilateral agreement signed between the Government of Uganda and the Government of the Republic of South Sudan on 22nd day of December, 2016 concerning the payment of monies owed to the Uganda - South Sudan traders by the Government of the Republic of South Sudan. The UGX. 40 billion was part of the USD 41,623,513.99 provided for under the sovereign guarantee issued from the Bank of South Sudan on 23rd January in accordance with clause 5.2 of the bilateral agreement in respect of payment of the monies owed to the Uganda - South Sudan traders by the Government of the Republic of South Sudan. In clause 1.1 of the said agreement, the GORSS acknowledged the debt as particularized in schedule 1 to the agreement which sets out the names of the 10 traders, and clause 1.2 reaffirms the commitment to settle the debt under the terms and conditions set out in the agreement.

The committee established that UGX 40 billion was paid to the 10 companies particularized in schedule 1 to the agreement and was in accordance with the resolution of Parliament approving the bilateral agreement.

Secondly, Parliament resolved that an addendum to the Bilateral Agreement be signed between the Government of Uganda and the Government of the Republic of South Sudan to pay monies owed to the additional verified Uganda-South Sudan traders by the Republic of South Sudan as particularized in schedule A to the resolution. The committee notes that the resolution of Parliament urged the two Governments to sign an addendum and this did not affect the payment of the UGX. 40 billion to the 10 beneficiaries particularized in the bilateral agreement. The committee further notes that the resolution recommending for an addendum does not constitute an amendment to the bilateral agreement, as clause 11.7 of the agreement explicitly provides a safeguard against any modification to the agreement to the effect that "no modification or amendment of any provision of this agreement shall be valid unless it is in writing and signed by all parties." The delay or failure by the two parties to amend the agreement in accordance with the Parliamentary resolution does not put the agreement in abeyance and does not affect the

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payment of the UGX. 40 billion to the 10 beneficiaries particularized in schedule 1 to the bilateral agreement. Therefore, it is a finding of the committee that the payment of the UGX 40 billion was made in accordance with the resolution of Parliament and the bilateral agreement.

Thirdly, Parliament resolved that a joint verification exercise by the Government of the Republic of South Sudan and the Government of Uganda continues until all claims are conclusively handled. The Committee established that clause 10 of the bilateral agreement provides that the parties agree that any eligible but unverified claims by Ugandan traders shall be verified by a joint verification team to be constituted within 30 days from the date of the agreement. This had not been done even at the time of the committee inquiries. The requirement to constitute this verification team was not a condition precedent to the payment of the 10 claimants particularized in schedule 1 of the bilateral agreement, but was expected to be an independent exercise in furtherance of the bilateral agreement, and its non-fulfillment did not affect the payment of the 10 traders particularized in the schedule to the bilateral agreement.

The committee finds that the payment of the UGX40 billion to the 10 claimants particularized in the schedule to the bilateral agreement was not only in compliance with the bilateral agreement, but also with the resolution of Parliament.

3.4 Status of verification of all claimants

Parliament directed the committee to establish the status of verification of all outstanding claims of payment against GOSS by Uganda-South Sudan traders. The committee found that apart from the 10 grain traders/companies, other claimants had not been verified by the joint verification team set up by both the GOSS and GOU as per the requirements of the Bilateral Agreement of 2016 and the Resolution of Parliament of April 2018.

The committee further found that GOU had made some efforts to have the claims registered and verified by internal verification systems in preparation for the joint verification. The purpose of the internal verification was to establish the reliability, authenticity and validity of the claims before they are considered by the joint verification team set up by the two countries.

The committee noted that the verification of claims by the Uganda-South Sudan traders is governed by two legal instruments: the 2010 Memorandum of Understanding on trade cooperation between Uganda and South Sudan; and the 2016 Bilateral Agreement between the Governments of Uganda and South Sudan concerning payment of monies owed to Uganda-South Sudan traders by the Republic of South Sudan.

Section 10 of the Bilateral Agreement between the Government of Uganda and the Government of the Republic of South Sudan provides that a joint team constituted by the GOU and GORSS will be put in place to verify all pending claims. These unverified claims were listed under Schedule 4 of the Agreement. Government of Uganda started registering claims by Uganda-South Sudan traders in 2010. In 2011, Uganda established a committee to review the claims in preparation for the verification by the Joint Trade Dispute Arbitration Committee established under the 2010 Memorandum of Understanding. However, the domestically reviewed claims were never verified by the joint team as it was never constituted on account of South Sudan not having nominated its team.

The number of claims continued to grow as more Ugandans continued to take up contracts to supply goods and services to the Government of the Republic of South Sudan and other private companies. The ministries of finance and trade continued to update the list of claims as new claimants approached them. The updated list of claimants was made part of the Bilateral Agreement under Schedule 4. A joint verification team, provided for under article 10 of the Bilateral Agreement, was to be established within 30 days after the signing of the Agreement.

On 15th August 2018, the Minister of Finance, Planning and Economic Development wrote to the Minister of Finance and Planning in Juba requesting that South Sudan nominates officers to sit on the joint evaluation team as provided for under Article 6.2 of the Bilateral Agreement. In January 2019, the Minister of Finance and Planning in the GORSS responded and said that the names of the nominated officers would be submitted to Uganda in due course.

As already noted, in January 2019, the Ministry of Trade, Industry and Cooperatives put up a notice in the *New Vision* newspaper inviting all Ugandan traders that supplied goods and services to South Sudan and were either partially paid or not paid at all, or those whose properties like vehicles were

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impounded in South Sudan, to register their claims with supporting documents with the ministry.

A committee consisting of officials from the ministries of trade, finance, justice, foreign affairs; Uganda Revenue Authority; the private sector; and traders' associations was set up to peruse through and authenticate the claims in preparation for the same being scrutinised by a joint verification team consisting of officers from both GOU and GORSS. At the time of preparing this report, the in-house verification committee had not concluded its work.

However, from the various lists that had been compiled by different Government agencies over time, the committee compiled a harmonised list that is attached to this report as **Annex 12**.

3.5 Breakthrough by the committee on the issue of the joint verification team

During the committee inquiries, all Ugandan officials that the committee interacted with indicated that the Government of South Sudan had refused or failed to set up a team to verify the claims by the Uganda-South Sudan traders. The committee was informed that since 2011, the Uganda Government had been writing to GORSS to set up the team but all in vain yet this team was required as per the provisions of the MoU on trade cooperation of 2010 and the Bilateral Agreement of 2016.

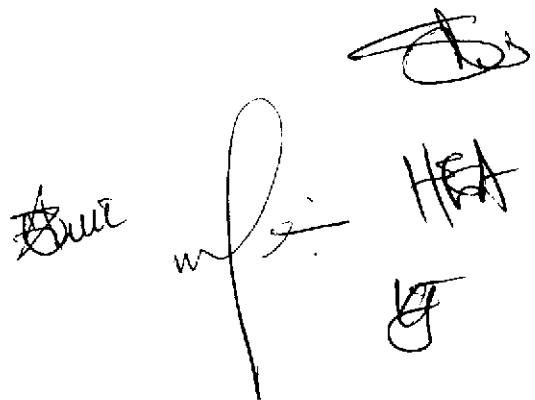
It was failure by the GORSS to set up the verification team that motivated the select committee to travel to Juba, South Sudan, to inquire from Government officials what might have discouraged the GORSS from setting up the verification team. The committee met the Speaker of the Transitional National Assembly of South Sudan together with the chairpersons of the Public Accounts Committee, Committee on Regional Cooperation, and Committee on Media and Communication. The committee also interacted with the Minister of Finance and Planning; Minister of Trade and East African Community Affairs; and the Minister of Defence.

The committee explained to the Government officials of South Sudan why the formation of a verification committee to verify and authenticate the claims by the Uganda-South Sudan traders was a precondition for Uganda arranging payment of verified claimants on behalf of the GORSS.

Arising from the said interactions, the GORSS, through the three Ministers of Finance and Planning; Defence; and Trade and East African Community Affairs, agreed to expeditiously set up a team to verify the claims by Uganda-South Sudan traders. Subsequently the verification team was put up and its members are indicated in the appointment instrument attached as **Annex 12**. A. The date for the verification was set for 6th May 2019 at 8.30 am. This breakthrough was immediately communicated to the Minister of Finance, Planning and Economic Development and the Minister of Trade, Industry and Cooperatives in Uganda and copied to the Rt. Hon Speaker of the Parliament of Uganda and the Clerk to Parliament. The ministers were requested to cause the assembling of the relevant documentation and dispatch them to Juba. The ministers were also asked to send a team to Juba to join their counterparts to embark on the verification exercise slated for Monday, 6th May 2019 at 8.30 am. However, by the morning of 6th May 2019, the ministers were not ready with the required documents of claimants and the team of officers to join the joint verification team in Juba.

3.6 Submission of the list of claims to the GORSS verification team

While in the meeting with the three ministers of South Sudan, the committee was asked to present the list of claimants with **supporting documents**. The GORSS emphasised to the committee that they would only consider claims made against government and not private to private claims. The committee consulted with the relevant ministers and a list was submitted to the Minister of Finance and Planning of South Sudan. The list that was submitted is attached as **Annex 13**.

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4.0 Observations

4.1 Special case that was agreed upon between the Select Committee and the Minister of Defence GORSS to be verified as his case involves property seized by the SPLA

Mr. Bongomin Sunday from Lamwo District had his chain of apartments seized by SPLA during the outbreak of the war in 2013 and he has since never regained access to them despite numerous efforts. These apartments are located in Gudele, a suburb in Juba and Tongipiny also a Juba suburb. He has documents that argue his claim to ownership and proof of previous rent collections. He has not collected rent for the last four years.

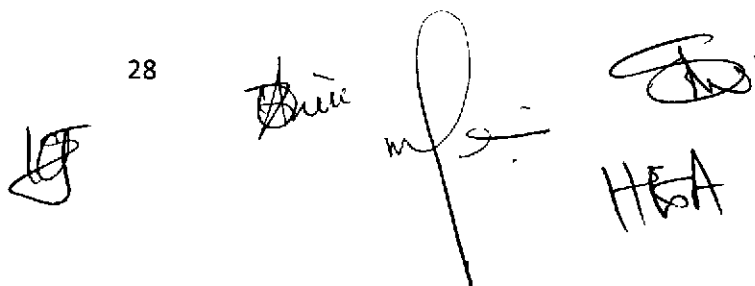
4.2 Claimants without credible documents or any documents

The committee observed that there were various traders whose claims were not supported by credible documentation. This, however, is not surprising due to a number of reasons. First, most of the Ugandan traders in South Sudan were informal. Secondly, when the war erupted, it was not possible for the traders to mobilise all their documents before running away. Thirdly, some traders' vehicles and other properties, including cash, were confiscated along the way. Therefore, the absence of documents in some claimants' files does not necessarily mean that the claims are dubious.

It is not possible for the GORSS to accept responsibility for any loss suffered by the traders with undocumented and poorly substantiated claims. In this case, the GOU should consider extending *ex gratia* payment to this category of traders. Traders under this category were identified in a report by the Trade Arbitration Committee set up by the Ministry of Trade, Industry and Cooperatives and some were also identified by the committee in the course of its investigations while others were identified from a list given by the Minister of Trade, Industry and Cooperatives. The list of claimants under this category is attached as **Annex 14**. The GOU should further verify the above claims.

4.3 Commitment of the Ugandan Government Team

The committee observed that the entire process of intervention by the Government of Uganda to remedy the traders' suffering was slow and disjointed, considering the time lapse stretching from 2010 when the MoU was

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signed to 2016 when the Bilateral Agreement was signed. Additionally, the team, in pursuing the matter, did very little to advance the claims of the 23 additional companies contained in the resolution of Parliament and others who suffered losses.

4.4 Lessons from Kenya

During its hearings in Kampala, the committee was informed that many traders from other countries, notably Kenya, South Africa, Ethiopia and Eritrea, were compensated for the losses suffered while trading in South Sudan. Subsequently, the committee went to Kenya to study the relevant policies and strategies that aided the quick compensation of Kenyan traders.

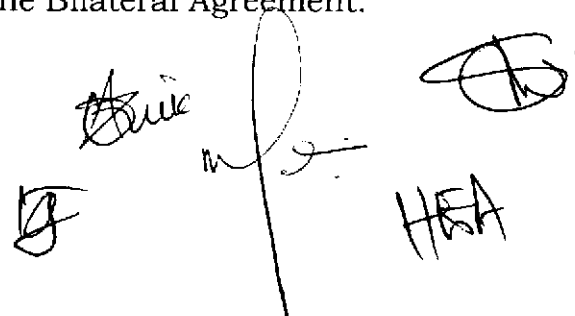
The committee interacted with officials from the Kenya Ministry of Trade, Kenya National Chamber of Commerce and the members of the parliamentary Committee on Trade of the Parliament of Kenya.

The committee established that the Kenyan Government and Parliament had not intervened to rescue their traders. The Kenyan Government officials and legislators were impressed with the steps that the Uganda Government and Parliament had taken to help their traders. Their fear, however, was the sustainability of these interventions in case of similar occurrences in the future.

The committee further learnt that Kenyan traders who traded in South Sudan were registered by their embassy in Juba and organised by their National Chamber of Commerce prior to their engagement in South Sudan. On the contrary, Ugandan traders were not organised under the Uganda National Chamber of Commerce nor were they registered, rendering them very vulnerable.

4.5 Partial implementation of the Bilateral Agreement of 2016

The committee observed that whereas the Government of Uganda received a sovereign guarantee from the Government of the Republic of South Sudan as a precondition for releasing USD 41, 623,513.99, for onward payment to the 10 companies specified in the Bilateral Agreement, only UGX 40 billion (USD 10,872,519) has been released so far. The balance of USD 30,750,996 remains outstanding. This means that the Government of Uganda, as a lender, has not yet remitted the full amount as agreed in the Bilateral Agreement.

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4.6 Delayed establishment of the Joint Verification Team

The committee observed that whereas article 10 of the Bilateral Agreement provides that any eligible but unverified claims by the Ugandan traders shall be verified by a joint verification team to be constituted within 30 days from the date of the Agreement, the team is yet to be constituted. The delay was occasioned by GORSS which did not nominate its team in the agreed time. This delay has denied the eligible traders the opportunity to have their claims processed.

4.7 Interest on the loan to GORSS

The committee observed that the Bilateral Agreement does not provide interest payment on the loan of USD 41 million Uganda agreed to extend to the GORSS. This, in effect, means that the Government of Uganda willingly accepted to subsidise the GORSS by meeting the cost of interest of the loan.

4.8 Delayed and uncoordinated compilation and verification of claims

The committee observed that there were many institutions involved in the compilation and review of the claims from Ugandan traders. There was no designated Government agency where all the traders with grievances and/or claims would present their claims for assistance. As a result, some traders went to the Uganda Embassy in Juba, some went to the Ministry of Foreign Affairs, others to Ministry of Trade, Industry and Cooperatives, and others to the Ministry of Finance, Planning and Economic Development. These agencies were neither guided nor did they harmonise their reviews. The categorisation of the traders' claims by these agencies was not uniform; for example, where one agency indicated that a trader's claim was supported by sufficient documentation, another agency indicated otherwise.

There were gross inconsistencies between the different registers of claimants at different Government agencies. For instance, the findings of the 2011 Trade Arbitration Committee, which formed the basis for the 2016 Bilateral Agreement, did not correspond with the list compiled by the Ministry of Finance, Planning and Economic Development.

Lack of uniform information created delays in resolving the matters of the traders.

4.9 The impact of non-payment or delayed payment to the traders

The committee observed that non-payment to Ugandan traders for the supplies they made to the GOSS has had severe financial and economic effects on individual traders and the Ugandan economy generally.

At the individual/household level, the committee noted that many traders obtained bank loans to finance their contracts in South Sudan. Majority of these traders have had their properties attached and sold by banks on account of the traders' failure to clear their obligations to banks.

With the hope of payment being raised after the signing of the Bilateral Agreement in 2016, many of these traders ran to the Ministry of Finance, Planning and Economic Development and the Ministry of Trade, Industry and Cooperatives for letters of comfort to take to their respective banks. Initially, the bank accepted these letters as confirmation that payment of the loan and interest for defaulting traders was being processed. However, when the banks learnt that after all, the promised payment was strictly for 10 companies, they commenced recovery procedures.

The pressure on the traders has not only come from commercial banks; Uganda Revenue Authority has also intensified collection of tax arrears from these traders with accrued interests. The premises of the traders have been locked up by URA on account of failure to pay tax arrears compounded by tax penalties.

The impact is not only felt at the household level, but even at the national economy level. The traders who were exporting to the South Sudan market are now out of business. Foreign exchange earnings, taxes, good prices paid to farmers, e.t.c, have all been lost.

This state of affairs suggests that immediate intervention must be made by Government to rescue the traders and the economy. Uganda cannot afford to sit back and look on when traders in its largest export market are distressed.

4.10 The strategic nature of South Sudan vis-à-vis the capacity of the Uganda Embassy in Juba

The committee observed that Uganda has not invested appropriately in commercial diplomacy in South Sudan. As already noted, South Sudan is the largest export market for Uganda; for example, it registered the highest positive trade balance within the region at US\$296.81million followed by Rwanda at US\$177.2 million⁴

Uganda has spent heavily on the prospects for peace in South Sudan. Therefore, Uganda should have prepared a South Sudan specific export strategy plan, which would include improving the financial, human and technical capacity of the Uganda Embassy in South Sudan.

4.11 Mechanisms and incentives to promote export trade in Uganda

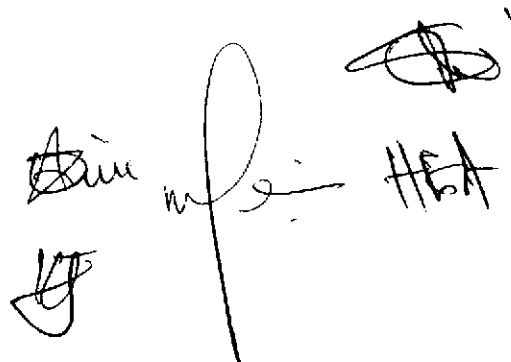
- i. As observed above, the recommendations of the joint ministerial meeting held in Kampala in 2010 have not been implemented. As such, there are currently no incentives and investor protection measures to attract and retain economic players in South Sudan. For example, no export credit facility or fund has been established by Uganda to shield exporters against export risks. Secondly, export traders are not formally organised and registered, and their businesses are not insured as they have not taken advantage of business insurance covers.

5.0 Recommendations

5.1 Disburse the loan to GORSS promptly to pave way for other sovereign guarantees

- i. The committee recommends that the claims by the Ugandan companies whose payment had been approved by the Ministry of Finance and Planning of South Sudan, amounting to **USD 207,151,324**, be provided for in the Budget of the FY 2019/20. The list of the companies is attached as **Annex 15** (named Category A: Claims at the Ministry of Finance GORSS awaiting authorization for Payment). The committee further recommends payment after verification of the other companies whose claims total to **USD 45,288,312** and are named Category B as indicated in **Annex 16**.

⁴BoU Report on Uganda's Export for the FY 2017/18

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- ii. By signing the bilateral agreement with the Government of South Sudan in 2016 clauses 5, the GOU undertook to pay on behalf of their counterpart in form of a loan. The current suffering by the Ugandan traders is the result of failure by government to meet its obligations under the agreement. The intention of clause 5.0 of the bilateral agreement is to provide a mechanism for faster settlement of the claims, in order to mitigate the suffering of the traders.

It is the considered view of the committee that government should find money in the budget and urgently meet this obligation. In the event that the budget cannot accommodate this at ago, then Government should explore possibilities of obtaining the said funds from the domestic financial market and expedite the process settling the claims and also remedy the fast accumulation of interests and on loans that some of the traders owe local financial institutions.

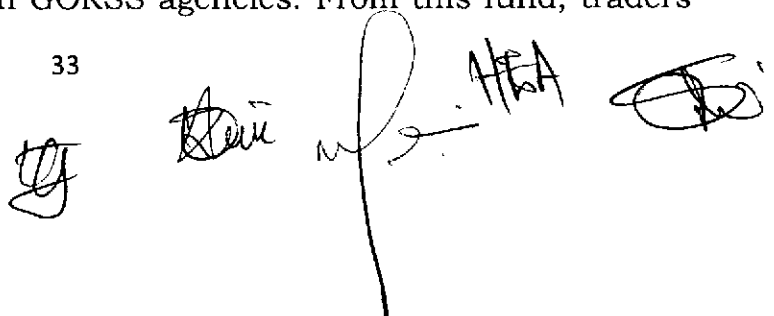
- iii. The Ministry of Finance, Planning and Economic Development should urgently disburse the loan balance of US\$30,750,996 under the sovereign guarantee to the intended beneficiaries in order to build confidence and assure the GORSS that it is committed to the terms of the Bilateral Agreement.
- iv. Government should consider writing off tax arrears owed by the traders in distress to Uganda Revenue Authority as a form of direct support to enable them to restart their enterprises and also avert possible action against them by URA for failure to meet statutory obligations as required given their current business situation.

5.2 Constitution of the Joint Verification Team

Government of Uganda should now send its team to join the GORSS verification team to undertake the joint verification exercise. Subsequent to the verification, the Uganda Government should expeditiously follow up the efforts of the committee to ensure that GORSS provides the sovereign guarantee to cover the payment of the remaining claimants.

5.3 Traders with no contractual arrangements or documents

The Uganda Government should immediately put in place a fund to assist Uganda-South Sudan traders who cannot be compensated by the GORSS for lack of documents or contracts with GORSS agencies. From this fund, traders

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should be paid ex-gratia as some form of "*entandikwa*" to enable them start afresh. Those who lost dear ones or got maimed while in South Sudan should also be assisted from this same fund. This list of the potential beneficiaries of ex-gratia payment is attached as **Annex14**

5.4 Export Strategy

Uganda, through the Uganda Export Promotion Board, should urgently develop a Uganda-South Sudan export strategy that should guide Uganda's export business in South Sudan. The strategy should provide incentives to attract Ugandan investors to South Sudan and cater for their protection.

5.5 Negotiation of bilateral trade agreements

Given Uganda's contribution in establishing peace in South Sudan, Government of Uganda should urgently negotiate comprehensive and favourable trade agreements with the GORSS.

5.6 Capacity enhancement of Uganda's Embassy in South Sudan

Uganda Government should cause the appropriation by Parliament of an enhanced budgetary resource to improve the human, logistical and technical capacity of Uganda's Embassy in South Sudan, given the huge business opportunities and the number of Ugandans trading in South Sudan. The current capacity of the embassy cannot enable it play an effective role in supporting commercial diplomacy in the entire country.

5.7 Insurance of Ugandan investors in foreign markets

The Ministry of Trade, Industry and Cooperatives should take advantage of the African Trade Insurance Agency (ATI) to support our traders against political and commercial risks while operating in foreign markets.

5.8 Formalization of business operations abroad

The Ministry of Trade, Industry and Cooperatives should sensitize our traders to form and operate under formal associations such as the Uganda National Chamber of Commerce and Industry. In addition, traders should be sensitized to always register their presence in foreign countries with Uganda's Missions abroad.

6.0 Conclusion

Rt Hon Speaker, it should be noted that Ugandans, lost businesses and lives in South Sudan. However, the process of making amends to these losses has taken too long and has left many frustrated.

The committee commends the steps taken by GOU through negotiations and making budgetary provisions for the losses suffered, although the process has been unnecessarily delayed. When GOU took a step to pay the first group of traders on behalf of GORSS under the bilateral agreement, it was a step taken in the right direction and this offered hope to the remaining claimants. The challenge was that the relevant Government agencies did not take quick steps to ensure that all other claims were processed.

It is the considered view of the committee that although GORSS was affected by war, it could still have acted faster than they did. The Bilateral Agreement helped to mitigate the extent of the burden which GORSS was still experiencing due to war. However, the committee is pleased to note and to report to this House that finally, GORSS has accepted to constitute a verification committee which was constituted during the committee mission in Juba.

The committee strongly recommends to this House that the recommendations of this committee be implemented so that justice is done to all Ugandan traders who suffered losses in South Sudan.

Finally, the committee would like to applaud the Right Hon. Speaker, the Right. Hon. Deputy Speaker and the Clerk to Parliament for the support extended to the Committee in the course of its inquiry.

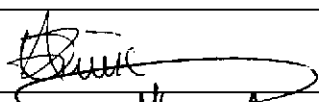
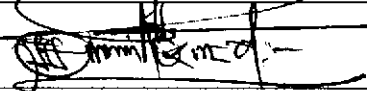
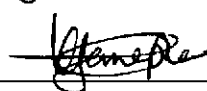
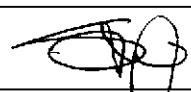
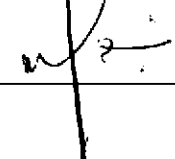
In a special way, the committee would like to appreciate the support and fruitful co-operation that it obtained from the Right Hon. Speaker of the Transitional National Assembly of South Sudan, Anthony L. Makana; the Hon. Minister of Trade and East African Affairs, Hon Paul MayomAkec; the Minister of Finance and Planning of South Sudan, Hon. Salvatore GarangMabiordit; the Minister of Defense, Hon. Gen. Manyanga and the Hon. Deputy Minister of Finance and Planning of South Sudan, GocMakuacMayol.

Finally, the committee would like to appreciate the support it received from Uganda's embassy officials in Juba.

Rt. Hon. Speaker and Hon Members, I beg to report.

Ami mfi J. H. H.

**MEMBERS OF THE SELECT COMMITTEE THAT ENDORSED THE REPORT
ON PAYMENT OF UGANDA-SOUTH SUDAN TRADERS UNDER THE
FRAMEWORK OF THE BILATERAL AGREEMENT BETWEEN UGANDA AND
SOUTH SUDAN**

S/N	Name	Signature
1.	Hon. Ann Maria Nankabirwa	
2.	Hon. Edmund Herbert Ariko	
3.	Hon. Janepher Mbabazi Kyomuhendo	
4.	Hon. Stella Kiiza	
5.	Hon. Henry Maurice Kibalya	
6.	Hon. Mathias Mpuuga	

Annex 1

WITNESSES THAT INTERACTED WITH THE PARLIAMENTARY SELECT COMMITTEE ON UGANDA SOUTH SUDAN TRADERS WITH CLAIMS AGAINST THE GOVERNMENT OF SOUTH SUDAN

NO.	NAME	COMPANY
1.	Hon. Mohammed Nsereko	MP Kampala Central
2.	Ibrahim Hassan	Gash Logistics Ltd
3.	Byamugisha J. Bosco	Ahmos Investments Ltd
4.	Ezeldin Mohamed	Ahmos Investment Ltd
5.	Herbert Muganzi	Ahmos Investment Ltd
6.	Kenneth Kamukago	Chant Agencies Ltd
7.	Geofrey Okwi Gunya	Gunya Co. Ltd
8.	Byamugisha John Bosco	Ahmos Investment
9.	Omara John Bosco	JB Trading Agency Ltd
10.	Odokonyero Ambrosa Kitara	Makpaco Trading Company Ltd
11.	Grace Tumukunde	Chant Agencies
12.	Kenneth Kamukago	Chant Agencies
12.	Jovia Kagyenzi	Madut Chan Co. Ltd
13.	Jovia Kagyenzi	M/S Wang Logistics
14.	Damyano Omutujju	Damyano Omutujju
15.	Baguma Medad	Atmos (U) Ltd
16.	Besisira M. Abdallah	BMA Construction & Fabrication
17.	Okon Charles	Altomas Investment Ltd
18.	Ibrahim Hassan	Gash Logistics
19.	Kasibante Micho	Benico Investments Ltd
20.	A. Kaboyo	Trust South Centre Ltd
21.	Nicodemus Mugira	Absolute Hones
22.	Ibwokino C.
23.	A. Kaboyo	Menelco Stores
24.	Niwala Nelson	Menelco Stores
25.	Akello Joan	Akejjo General Ent. Ltd

Annex 1

NO.	NAME	COMPANY
26.	Nsabo Herbert	Hebco Colour Printer Ltd
27.	Christopher Kaijuka	Afro-Kai Ltd
28.	Nyegamehe Apollo	Aponye (U) Ltd
29.	Lotigo Samuel	Ropani Investment
30.	Idro Taba	KK Transporters
31.	Vincent Monteiro	Sunrise Commodities
32.	Martin Mugerwa	Afro-Kai Ltd
33.	Andrew Kairu	Swift Com. Est
34.	Byamugisha Harold	Rubya Investors Ltd
35.	Sophie Omari	African Gen. Stores
36.	Peter Ssajjabbi	Swift Commercial Est. Ltd
37.	Nuwagaba Denis	Apo General Agencies
38.	Kanagizi George	Kibungo Enterprises
39.	Bahati Mark	Kibungo Enterprises
40.	Data Christopher	KK Transporters Ltd
41.	Muhammed Wakia	Time-Time Enterprises
41.	Patrick Ocailap	
42.	Lawrence Semakula	
43.	Jennifer Muhuruzi Bigirwa	
44.	Mubarak Nasamba	
45.	Hon. Amelia A. Kyambadde	Minister of Trade, Industry and Cooperatives
46.	Eng. Samuel Ssenkungu	- do -
47.	Okot Okello Richard	- do -
48.	Elizabeth R. Auma Kiguli	- do -
49.	Hon. David Bahati	Minister of Finance, Planning and Economic Development
50.	Hon. William Byaruhanga	Attorney General
51.	John Bosco R. Suuza	Ministry of Justice & Constitutional Affairs

Annex 1

NO.	NAME	COMPANY
52.	Ecodu Richard	Richard Ecodu
53.	Bucyana Willy	Opentec
54.	Wasswa E.S.	C.E.C
55.	Mawafa Rashid	RMT Company
56.	Amos Masiko	DN Kabugo Advocates
57.	Nakibinge	Market Vender
58.	Rose Muiyisa	Rose Muiyisa
59.	Nakafuuma	Nakafuuma
60.	Abakar Otim	ABC South Sudan
61.	Achird Hellen	Achir Lais Company
62.	Bena Zisanga	Hotel Bermakas
63.	Isabirye James	Opentec
64.	Ongee Amos	Unye GM Co. Ltd
65.	Byaruhanga Robert	Gyogab
67.	Nakyagaba Nuru	
68.	Wakabi Grace	
69.	Ayo Richie	OB Highland
70.	Besigye Gershom	United Pozzalana
71.	John Jjara Ovanya	Makpaco Trading
72.	PV Lucky James Koma	Bethel Church
73.	Pacudaga Hope	- do -
74.	Banduga Sulaiman	- do -
75.	Yasino Deyia	Superb A.T.O
76.	Angudobo Simon	Tekplan
77.	Okwi Gunya	Gunya Co. Ltd
78.	Tugimbise Charter	E.T.M Investments
79.	Eng. Edemanga Bosco	Tekplan
80.	Draalo Steven	
81.	Otim John	OS & Partners Ltd
82.	Matcude Badru	Laisi General Stores
83.	Kasujja Joseph	New Daisy G.M.

Annex

NO.	NAME	COMPANY
84.	Henry Rach	Apet Eng. Co. Ltd
85.	Kyazze Moses	New Daisy G. MC
86.	Mirembe Sophia	Business Woman
89.	Namuwaya Kasifa	Business Woman
90.	Idoja Biha	Biha Intern.
91.	Nkongi Enock	Luuko Enterprises
92.	Byamugisha J.B	ABA Millers
93.	Mugisa Justus	Kaika Investments Ltd
94.	Kusa Patrick	
95.	Mukoda Sandra	A & S Electronics
96.	Maliamungu Ali Musa	Individual
97.	Damadi Abduazizi	Individual
98.	Mukasa Alfred	Individual
100.	Ahmad Idris	- do -
101.	Asiku Ayubu	- do -
102.	Achikule Swale	- do -
103.	Rwatoro Zaidi	New Juba General Ent.
104.	Kwesigabo Shary	New Juba
105.	Nicodmus Mugira	Absolute Homes
106.	Agnes Sanyu	Lost a husband
107.	Seninde Saad	Damiano Lubega
108.	Folbi Acio	Individual
109.	Musiime Grace	Madu Chan Co. Ltd
110.	Tadeo Azabo	Tea's General Eng.
111.	Stephen Nzia Azabo	Garden Flour (U) Ltd
112.	W. Swanepoel	Roko
113.	Ashaba Ainea	Roko
114.	I.C. K. Ndorere	
115.	Charles V. Byaruhanga	
116.	Lt. Col. Pius Alitema	ISO
117.	Dan Mugisha	ISO

Annex 1

NO.	NAME	COMPANY
118.	Geoffrey Okwir Gunya	Gunya Ltd
119.	Odyek Tom	Odyek Ejang Ltd
120.	Akullo A. Ziki	Lira Produce Buyers & Sellers
121.	Okello Jaspa Magambo	Okello Jaspa Magambo
122.	Aceng Conny / Acio Phoebi	
123.	Anang Godfrey	
124.	John Ojara Olanya	Makpaw Trading Co. Ltd
125.	Odogonyero Ambrose	Makpaw Trading Co. Ltd
126.	Abaka Otim	ABC SSU Company
127.	Omara John Bosco	JB Trading Agency Ltd
128.	Amwar Sam	Nekomia Consults
129.	Odnyo Denis	Odcharry Group of Companies Ltd
130.	Joan Akello	Ake-jo
131.	Amito Tracy	Ake-jo
132.	Alimango Josephine	Ake-jo
133.	Hon. Okii PP Ojara	Member of Parliament
134.	Hon. Kinyamatama Suubi Juliet	Member of Parliament
135.	Idrisa Bka	Biha International
	Musiime Grace	Madut Chan
	Kenneth Kamukago	Chant Agencies
	Byamugisha John Bosco	Altoms Group of Companies Ltd
	Omara John Bosco	JB Trading Agencies Ltd
	Ambrose Kitara	Makpaco Tradng Co. Ltd
	Nyeko Julius	Makpaco Trading Co. Ltd
	Grace Tumukunda	Chant Agencies
	Obbo Richard	Chant Agencies

MEMORADUM OF UNDERSTANDING
ON
PROMOTING AND DEVELOPING
TRADE RELATIONS
BETWEEN
THE REPUBLIC OF UGANDA
AND
THE GOVERNMENT OF SOUTHERN
SUDAN

FEBRUARY 2010

Preamble

The Government of the Republic of Uganda and the Government of Southern Sudan (GOSS) (hereinafter referred to as the "The Parties");

DESIRING to promote and strengthen their trade relations;

AWARE of the historical ties and the formal and informal cross-border trade that has been taking place across the region in many forms for many decades;

DETERMINED to create an enabling environment that will promote and facilitate increased trade between the Parties; and

CONVINCED of the necessity of lasting and effective cooperation for the mutual benefit of the Parties;

DO HEREBY AGREE to set up a Joint Trade Committee through which cross-border trade related issues shall be addressed.

The Committee shall be known as "The Uganda Southern Sudan Joint Trade Committee" and shall comprise Ministerial and Technical membership

Article 1

The Joint Trade Committee

- 1.1 There shall be a Joint Trade Committee between the Republic of Uganda and the Government of Southern Sudan.
- 1.2 The Joint Trade Committee shall have two tiers The Ministerial Trade Committee and the Technical Trade Committee.
- 1.3 The Ministerial Trade Committee shall derive its authority from the authority inherent in the powers vested upon the Ministers responsible for trade.
- 1.4 The Technical Trade Committee shall derive its authority from the Ministerial Trade Committee.

Article 2
Composition of The Committee

2.1 The Ministerial Trade Committee shall be composed of Ministers responsible for trade.

2.2 The technical Trade Committee shall be composed of a representative from:

- i) Ministry responsible for Trade
- ii) Ministry responsible for Foreign Affairs
- iii) Ministry responsible for Internal Affairs
- iv) Ministry responsible for Justice
- v) Ministry responsible for Finance.
- vi) The Presidents Office
- vii) Central Bank of Uganda
- viii) Central Bank of Southern Sudan
- ix) Government Institution responsible for Standards and Metrology
- x) Government Institution responsible for Promotion of Exports.
- xi) Government Institution responsible for Customs and Taxes.
- xii) Government Institution responsible for Immigration issues.
- xiii) Government Institution responsible for National Statistics.
- xiv) Police
- xv) Local Authorities at the border Districts
- xvi) Diplomatic Missions.
- xvii) Association of Uganda Community in Southern Sudan
- xviii) Association of Southern Sudan Community in Uganda or its equivalent.
- xix) The Private Sector as designated by the Ministerial Trade Committee
- xx) And co-opt any other member (s) as determined by the Ministerial Trade Committee

2.3 The Joint Trade Committee shall be chaired by the Ministers responsible for Trade, with the Chairmanship being held on a rotational basis for a period of one year.

Article 3

Mandate of the Joint Trade Committee

The Joint Trade Committee shall;

- i) Be the overall authority on trade matters between the Parties
- ii) Identify any problems that hamper bilateral trade cooperation and recommends solutions that may resolve such problems in the regions.
- iii) Identify incidences of double and/or multiple taxation and develop strategies and recommendations of harmonising the trade regimes between the Parties
- iv) Identify non- tariff barriers and develop strategies and recommendations for their elimination
- v) To foster cooperation in areas of capacity building in trade related areas between the parties.
- vi) Identify and implement measures for improving the standards and quality of products and services traded between the Parties.
- vii) Identify and implement measures for stimulating and promoting value addition to products traded between the Parties.
- viii) Identify and implement measures for increasing and diversifying mutual trade relations between the two regions:
- ix) Facilitate and encourage participation in trade fairs, expos, bazaars and any trade promotion activity organised by either party.
- x) Encourage and facilitate the establishment of Free Trade Zones within the two Parties where possible.
- xi) Establish a Trade Dispute Arbitration Sub-Committee for cross border trade disputes between trader(s) or business person(s) from the Parties as elaborated in article (4)
- xii) Perform any other duties that may be assigned by the Ministerial Trade Committee

Article 4

Trade Dispute Arbitration Sub- Committee

- 4.1 There shall be a Trade Dispute Arbitration Sub- Committee (here after known as the Arbitration Sub- Committee) composed of members appointed by the Ministerial Trade Committee.
- 4.2 The rules of procedures for the Arbitration Sub -Committee shall be prepared by the Technical Trade Committee and endorsed by the Ministerial Trade Committee.
- 4.3 The Arbitration Sub -Committee shall be set up within 90 days from the date of signing of this Memorandum of Understanding.

Article 5

Institutional Provisions

The Joint Trade Committee shall:

- i) Have a life span of five years with an option of renewal at the expression of mutual interest by both parties.
- ii) Meet alternately once a year in the Republic of Uganda and/or the Southern Sudan in the case of the Ministerial Trade Committee.
- iii) Meet alternately on a quarterly basis in the Republic of Uganda and the Southern Sudan in the case of the Technical Trade Committee
- iv) Reach decisions by consensus.
- v) Forward any matter where the Technical Trade Committee is unable to reach consensus to the Ministerial Trade Committee.
- vi) Draw up its rules, procedures and regulations of engagement within 90 days from the date of signing of this Memorandum of Understanding.

Annex 3



THE REPUBLIC OF UGANDA

ACCOUNTANT GENERAL'S OFFICE
COMMISSIONER
TREASURY SERVICES DEPARTMENT
RECEIVED



08 FEB 2019

MINISTRY OF FINANCE, PLANNING
& ECONOMIC DEVELOPMENT
P. O. BOX 7031, KAMPALA

REF:.....
MINISTRY OF FINANCE, PLANNING & ECONOMIC DEVELOPMENT

MEMORANDUM OF UNDERSTANDING (MOU)

By and between

Government of Southern Sudan

And

Government of Republic of Uganda

THIS MEMORANDUM OF UNDERSTANDING TO SETTLE THE
OUTSTANDING UGANDA GRAIN TRADERS' CLAIMS is made
this 21st day of November 2010.

Between

THE GOVERNMENT OF SOUTHERN SUDAN (GOSS), represented
by the Minister of Regional Cooperation

And

THE GOVERNMENT OF THE REPUBLIC OF UGANDA (GOU),
represented by the Minister of Tourism, Trade and Industry

ACCOUNTANT GENERAL'S OFFICE
DIRECTOR
TREASURY SERVICES & ASSET MGT.
RECEIVED



08 FEB 2019



MINISTRY OF FINANCE, PLANNING
& ECONOMIC DEVELOPMENT
P. O. BOX 7031, KAMPALA

REF:.....

MINISTRY OF FINANCE, PLANNING & ECONOMIC DEVELOPMENT

Annex 3



OF THE REPUBLIC OF UGANDA

WHEREAS:

- A. The Government of the Southern Sudan (GoSS) between February 2008 and 2009 established a 'Strategic Food Reserve Supply' to address shortage of grain as a result of crop failure and other natural calamities;
- B. GoSS sought to supply some grain from Northern Sudan and East Africa through companies duly registered by GoSS' Ministry of Legal Affairs and Constitutional Development, and have the necessary capacity to supply;
- C. Uganda Grain Traders listed in Annex 1, in association with Southern Sudan Companies, entered into agreement without consent of the Ministry of Finance and Economic Planning to meet the contractual obligations of the said Southern Sudan Companies, and have requested and designated the Government of Republic of Uganda to make claim of the outstanding amounts arising from grain supplies;
- D. The Uganda grain traders have been assigned all rights of the associated Southern Sudanese companies, which assignments are attached as annex 2. Payment shall be effected after the deposition of the original assignments to the GOSS Ministry of Finance Planning and Economic Development
- E. In October 2009, GOSS undertook the verification of the grain supplies to ascertain that the contracted companies have actually supplied and some payments had been effected and that the verification process is ongoing;



THE REPUBLIC OF UGANDA

Annex 3

pay all outstanding dues to the Uganda Grain Traders as would be verified.

NOW THEREFORE in consideration of the mutual benefits to be derived by the parties to this MOU, the parties hereby agree to the following terms for the settlement of the would be outstanding dues owed the Uganda Grain Traders

1. Both parties acknowledge that the amount claimed by the Uganda Grain traders is about US\$ 56,431,987 and that this amount is subject to verification; that GOSS accepts to settle any amount owed to the Uganda Grain traders listed in annex 1 after the process of verification
2. GOSS accepts to advance US\$15. million (Fifteen million US Dollars) as partial settlement.
3. The Government of Republic of Uganda hereby designates and appoint the Central Bank of Uganda and instructs it as an agent to open and maintain the Uganda Grain Traders Settlement Special Account to specifically deposit all amounts of money due to the Uganda Grain Traders
4. The Government of the Republic of Uganda which is acting on behalf of the Uganda Grain Traders who have been fully assigned the rights by the Southern Sudanese companies hereby agrees that upon the execution of all the required actions under this MOU, the outstanding claims against GOSS with respect to the supplied grain would have been fully settled
5. GOSS obligations to the Uganda Grain Traders who are assigned the rights of the Sudanese companies will cease as soon as payment of

Annex 3



THE REPUBLIC OF UGANDA

all the outstanding claims are paid to the traders through the special Account at the Bank of Uganda. In case GOSS fails to fully execute its obligations, payment will be made as would be agreed by the parties

6. In the event of any dispute that might arise and which is related to this MOU, the aggrieved party shall give a written notice to the other identifying the causes of the dispute
7. Within thirty (30) days of the notice of a dispute, the parties to the MOU shall attempt in good faith to settle such disputes through their representatives with the appropriate decision making authority of the two governments.
8. The MOU becomes effective on the date of signature by the parties
9. All communication between the parties related to this MOU will be addressed to the following officials:

On behalf of the Government of republic of Uganda
The Permanent Secretary,
Ministry of Foreign Affairs
P. O. Box 7408 KAMPALA, Uganda

On behalf of the Government of Southern Sudan
The Under Secretary
Ministry of Regional Cooperation
P. O. Box.....JUBA, Sudan



THE REPUBLIC OF UGANDA

Annex 3

SIGNED for and on behalf of
The Government of Uganda
By:

Name: Hon Maj Gen Kahinda Otafire
Title: Minister of Tourism, Trade and
Industry

WITNESSED By

Name: Amb. Busho Ndimyenka
Title: Consul General,
Uganda Consulate - Juba

SIGNED for and on behalf of
The government of Southern Sudan
By

Name: H. E Deng Alor
Title: Minister for Regional Cooperation

WITNESSED By

Name: H. E David Deng Athorbei
Title: Minister of Finance Planning
and Economic Development

Annex 3

ANNEX 1

LIST OF CLAIMS BY UGANDAN AND ASSOCIATED SOUTH SUDAN COMPANIES

Ugandan Company	Associated Sudanese Company	Supplies (50kg bags)	Outstanding Amount (USD)	Goss Verification Report Ref
1 Queens Transport, Trade & Invest.	Rubya Investors Ltd	60,000	3,300,000	Page 71; No 198
2 Kibungo Enterprises	Anyar For Trading & Investments	40,800	2,200,000	Page 69; No 136
3 Kibungo Enterprises	Kala Investments Limited	100,000	5,500,000	Page 71; No 178
4 Kibungo Enterprises	SJB Marketing Limited	100,000	5,500,000	Page 68; Nos 107, 108, 109
5 Aponye U Ltd	White Dove Ltd	107,140	5,892,700	Page 69; No 125-26
6 Aponye U Ltd	Me & My Kids	50,000	2,750,000	Page 67; No 73
7 Aponye U Ltd	Direct Supply to MFEP	20,000	1,100,000	Page 57; No 21
8 AFRO KAI Ltd	Kensud General Trading	20,000	1,100,000	Page 66; No 54 - Part Supply
9 Swift Commodities	African Queen Foods	20,000	1,259,500	Page 57; No 4
10 Sunrise Commodities	Kensud General Trading	22,900	1,100,000	Page 66; No 54 - Part Supply
11 Aponye U Ltd	Star Construction Co	17,320	952,600	Page 68; No 90 - Part Supply
12 Sophia Omari	Avel Dit Trading & Investment Co. Ltd	20,000	1,087,500	Page 65; No 21
13 Aponye U Ltd	Bombieri Trading Company	4,000	220,000	Page 65; No 28 - Part Supply
14 Aponye U Ltd	Gondwana Mining & Exploration	80,000	4,387,500	Page 70; No 161 - Part Payment Received
15 APO General Agencies	Fairdeal International	30,000	1,637,500	Page 70; No 170 - Part Payment Received
16 AFRO KAI Ltd	Green Water for Trade & Investments	75,000	2,750,000	Page 65; No 31 - Part Supply
17 Aponye U Ltd	BROS & Co Ltd	20,000	1,100,000	Page 55; No 5
18 Ropani International Company	Moon Trading and Investment Co. Ltd.	20,000	2,200,000	Page 56; No 17
19 Ropani International Company	May Investment Co. Ltd	40,000	2,750,000	Page 56; No 13 & 14
20 Ropani International Company	Aroma Trading Investment Co. Ltd.	50,000	1,944,687	Page 62; No 73
21 KK Transporters Ltd	Wigok Multipurpose Co. Ltd.	24,718	2,750,000	Under Second Verification Report
22 KK Transporters Ltd	Commodity Imports	50,000	2,750,000	
23 Aponye U Ltd	Forever Living Products Co. Ltd.	50,000	2,750,000	
24 KK Transporters Ltd				
Total Outstanding			56,417	

Annex ~~4~~

TELEGRAMS:
DIRECT LINES:

"ADMINISTER"

ATTORNEY GENERAL/MINISTER'S OFFICE: 0414-343341
MINISTER OF STATE'S OFFICE: 0414-343401
SOLICITOR GENERAL'S OFFICE: 0414-343241
UNDER SECRETARY'S OFFICE: 0414-342261
GENERAL LINES: 0414-230536/9
FAX: 0414-230537/2348/9
E-MAIL: info@justice.go.ug
WEBSITE: www.justice.go.ug



THE REPUBLIC OF UGANDA

MINISTRY OF JUSTICE AND
CONSTITUTIONAL AFFAIRS
P. O. Box 7183
Kampala, Uganda

ADM/7/154/02

In any correspondence on
this subject please quote no.

16th December 2010

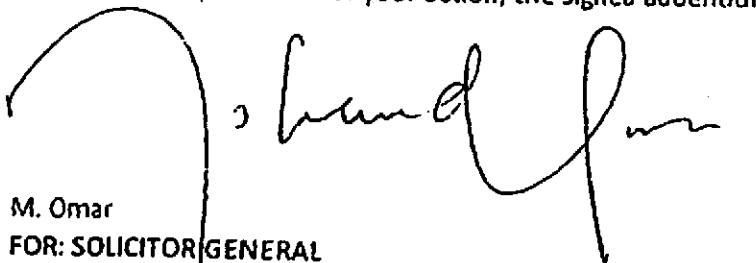
The Permanent Secretary/Secretary to the Treasury,
Ministry Finance Planning and Economic Development
KAMPALA

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF UGANDA (GOU) AND
GOVERNMENT OF SOUTHERN SUDAN (GOSS) ON THE SETTLEMENT OF OUTSTANDING CLAIMS
BY UGANDA GRAIN TRADERS**

Reference is made to the aforementioned and our earlier communication ADM/11/158/01
dated 22nd November 2010 on the same subject matter.

The Parties have agreed to an addendum to the M.O.U that specifies a Schedule of Payment to
which the two principle signatories namely: Hon. Maj. Gen. Kahinda Otafiire, Minister of
Tourism, Trade and Industry (GOU) and H.E Deng Alor, Minister for Regional Cooperation
(GOSS) have appended their respective signatures.

This is to hereby forward for your action, the signed addendum of the Schedule of Payment.



M. Omar
FOR: SOLICITOR GENERAL

Cc the Permanent Secretary
Ministry of Tourism, Trade and Industry

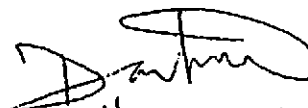
Cc the Permanent Secretary
Ministry of Foreign Affairs

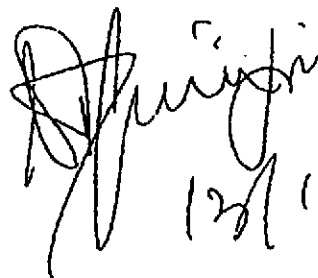
Cc the Technical Advisor/Budget
Ministry of Finance Planning and Economic Development

ADDENDUM (Schedule of Payment)

Addendum to the memorandum of understanding (MOU) between the government of Uganda (GOU) and the government of southern Sudan (GOSS) on the payment of Ugandan grain traders.

DATE	AMOUNT TO BE PAID	BALANCE DUE
21 st November 2010	\$ 15.000.000	\$ 41.431.987
21 st January 2010	\$ 11.431.987	\$ 30.000.000
21 st March 2011	\$ 10.000.000	\$ 20.000.000
21 st May 2011	\$ 10.000.000	\$ 10.000.000
21 st June 2011	\$ 10.000.000	\$ 0


18th Dec, 2010


12/12/2010

3.0 Summary of Findings

Annex 5

Category One:		
Claim(s) with clear documentary evidence and to which the Government of South Sudan has already made a commitment to clear. Members of the Southern Sudan Grain Traders and Suppliers Association Limited.		
	Name	Amount (USD)
1	Rubya Investments Ltd	2,434,037
2	Kibingo Enterprises	9,736,151.9
3	Aponye (U) Ltd	13,542,092.61
4	Afro Kai Ltd	2,019,145.14
5	Swift Commodities Establishment Ltd	811,345.99
6	Sunrise Commodities	928,991.16
7	Ms. Sophie Omari	802,126.15
8	Apo General Agencies	3,236,164.13
9	Ropani International	3,245,383.96
10	K.K Transporters	4,868,075.95
	Sub Total	41,623,514.95
Category Two:		
Claims with Support Documents and/or corroborated evidence which the Committee recommends for Settlement.		
	Name	Amount (USD)
1.	Mr. Yasin Deyia T/A M/S Superb ATD Construction Ltd Vs Customs Department Kaya.	258,726
2.	Mr. Abdul Aziz Dramadri Vs Commissioner Yei River County (Keliko Community)	59,000
3.	Mr. Wasswa Esau Bunnya and Others Vs Juba Urban Roads.	283,574
4.	Mr. Baguma Medad T/A ATMOS (U) Vs. SPLA (Division 5 Mapel)	645,695
5.	M/S Omutujju Metal Fabricators & Contractors Ltd T/A Mr. Damiano Lwanga Vs. Central Equatoria State.	215,000
6.	Mr. Patrick Ntege Walusimbi T/A M/s International Investments Ltd Vs. Yirol West County.	315,505
7.	Mr. Tadeo Azabo T/A M/s Tea's General Enterprises Ltd Vs. Kaya Customs Department.	92,705
8.	Mr. Fred Senoga Vs. Commissioner Yei County and Another case Vs. Mr. Khaer Alseed Afled.	24,168
9.	Mr. Bucyana Will broad T/A M/s Open Tech Co. Ltd Vs M/s Gemtel Telecom.	194,700
10.	Sserufungo George Wilberforce T/A Lamex Trade and Investment Company Ltd.	177,778

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11.	Mr. Ahmed Idris and Mr. Tayinda Ayile Vs. SPLA.	178,500
12.	Mr. Mutibwa Martin and Joseph Tusubire T/A Drowa Limited and M/s Watujo Agro Produce Limited Vs. Ministry of Finance Southern-Sudan	111,000
13.	Ms. Sophie Omari Vs. Ministry of Finance and Economic Planning.	Captured in category one
14.	Mr. Kasujja Joseph Vs. Various.	41,670
15.	Mr. Fredrick Ssuuna Luwaga T/A Frenah Safety and Security Ltd Vs. Ministry of Defense GoSS.	75,250
16.	Ms. Lucky Friends Trading and Construction Co Ltd Vs. Ministry of Finance and Economic Planning.	2,042,037
17.	Mr. Rashida Manafa T/A M/s. Rashid Mbale Trading Co. Ltd Vs. Mark Mawyen and Sylvester.	300,000
18.	Mr. Ayub Asiku Vs. Deng Yusuf.	5,500
19.	Mr. Maturu Ronna Roll Vs. John Deng.	5,000
20.	Mr. Abono Kivumbi Yosa Vs. SPLA.	35,735
21.	Mr. Munduga Nasur Vs. SPLA.	39,400
22.	Mr. Waiga Mohammed Vs. SPLA.	25,450
23.	Mr. Baguma Medad Vs. Ahmed Nazzal.	125,185
24.	Mr. Odyek Tom T/A Odyek Ejang & Sons Ltd.	171,000
25.	Mr. CEL Uganda Limited Vs. Palm Enterprises.	1,050,000
26.	M/S Mimosa Enterprises Limited (MEL) Vs. Mukaya Payam Community.	58,000
27.	Mr. Geoffrey Okwir Gunya T/A Gunya Company Ltd Vs. Ministry of Finance and Economic Planning (GoSS).	88,148
28.	Mr. Frank Magala Vs. Eagle Trading and Investment Co. Ltd.	168,355
29.	Mr. Okwir Geoffrey Vs. Anjelos Taban.	17,000
30.	Mr. Sulaiman Kihya Vs. SPLA.	6,600
31.	Mr. Boboli Michael Vs. SPLA.	60,000
32.	Mr. Sempala Samuel Vs. Unknown Persons.	2,156
33.	Mr. Babu Khalifan Abdala Vs. Simon Mario.	17,000
34.	Ahmos Investment Group of Companies (U) Ltd.	1,345,482
35.	Mr. Dan Ssesanga T/A M/s Ultimate Business Solutions Ltd Vs. Mr. Ayii Duag of Southern Sudan Hotel.	21,250
36.	Mr. Ketubhai Patel	31,525
	Subtotal	9,288,004
Including 8 9 & 10 in Category III (14, 216, 055) <i>[Signature]</i>		
Category Three		
Claims with ambiguous support documents where the committee could not make a definite decision as they require further investigation and claims which are difficult to prove because they did not emanate from a contractual arrangement.		
A) Claims of people who were injured or lost of their loved ones.		
1.	Mr. Ssemata Brollin Vs. SPLA	2,000

Annex

2.	Ms. Fatuma Friday Vs. SPLA.	11,000
3.	Mr. Ringwegi Paul Vs. SPLA	64,400
4.	Mr. Tumuhimbise Charles T/A E.T.M International Vs. SPLA.	32,500
5.	Ms. Sanyu Agnes Luwijja Vs. Ngong Mach Ngong and Mr. Matuar Yoi Gai.	100,000
6.	Mr. Hassan Noah on behalf of Mr Embaku Bosco Hassan and his sister (both deceased).	77,900
7.	M/S Matsiko and Co. Advocates on behalf of Abaasi Kyasanku.	-
8	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited Vs. SPLM	2,205,362
9	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited Vs. SPLM.	1,707,927
10	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited Vs. SPLM.	2,014,672
	Subtotal	6,215,761

*Under
GTO group 2
287,850*

B) Claims of those whose vehicles were impounded. There is merit in the claims of this group based on the situation in Southern Sudan at that time but the evidence is very thin and over stretched.

1.	Ms. Nakyagaba Nuru Vs. Sande Adhur	10,000
2.	Ms. Basemera Lilian Vs. SPLA	12,400
3.	Mr. Francis Chemandwa	Value to be determined
4.	Ms. Esther Viola Onekalit	Value to be determined
5.	Ms. Komujuni Penelope Manzi	60,000
6.	Mr. Abdul Kachwamba Vs. Amule Moses	20,000
7.	Mr. Nuwaha Nelson Brown Vs. Gabriel Deyi and Badu Peter.	116,000
8.	Mr. Juma Kuboyi Vs. Police in Juba	Value to be determined
9.	Mr. Daniel Nsubuga Vs. SPLA	Value to be determined
10.	Lt. Col. Onaah John T/A M/s Lomudi Transport Services Vs. SPLA.	55,000
11.	Mr. George Tugumisirize T/A Gotco Transporters Limited Vs. Unknown Persons.	1,150,000
12.	Mr. Birazi Robert Vs. Yei Traffic Police	Value to be determined
13.	Mr. Sande Paul Maganjo Vs. Den Deng.	Value to be determined
14.	Mr. Achikule Swale Vs. SPLA.	Value to be determined
15.	Mrs. Nakafuuma Rose Muiyisa Vs. Various.	76,991
16.	Mr. Suleiman B Sebit Vs. Justin Bati.	Value to be determined

C) Claims with ambiguous and insufficient support documents where the committee was not able to arrive at a decision because it requires further investigation, time and resources(The body content of the report provides clear details)

1.	Mr. Tibo Muhammad Salim Vs. SPLM.	64,500
2.	Mr. Swaleh Bakhit Vs. Taban of SPLA.	44,259
3.	Mr. Muhereza Peter T/A Abraham International Vs. Atim Deng of Ministry of Commerce.	29,534
4.	Mrs. Hope Pacudaga Vs. SPLA.	29,000

Annex 5

5.	Mr. Isabirye James Vs. Gemtel Co Ltd.	11,055
6.	Mr. Hirome Mayanja Sabbehe Vs. SPLA.	50,000
	Sub Total	228,348
Category Four		
Claims which were not supported and the committee could not find grounds to recommend compensation.		
1.	Mr. Twaha Abubaker	100,000
2.	Ms. Hajati Naima Yashin	12,000
3.	Mr. Ijosiga M. Bakole	11,000
4.	Mr. Ali Onzima	42,600
5.	Ms. Namuwaya Kasifa	30,000
6.	Ms. Mirembe Sophia	22,569
7.	Mr. Okuonzi Lino and Family	94,000
8.	Mr. Adiga Changa Ogoronduson	4,500
9.	Mr. Robert Katongole	12,000
10.	Mr. Ajobe Haruna Khemis.	19,000
11.	Mr. Ayub Adongtoo.	14,000
12.	Mr. Bachu Ismail.	10,000
13.	Mr. Mwerere Issa.	12,767
14.	Mr. Majidu Kasonga.	29,745
15.	Mr. Maliamungu Alli Musa.	95,900
16.	Mrs. Mirembe Tamale	5,000
17.	Ms. Jackline Gass Atunah.	5,000
18.	Mr. Guma Patrick.	90,960
19.	Mr. Mohamed Khali T/A El Medina Trading and Investment Company Limited.	814,815
20.	Mr. Mohammend Migadde.	10,000
21.	Mr. Kasibante Bonney.	128,750
22.	Mr. Nakibinge Ibrahim.	34,420
	Sub Total	1,599,026

4.0 Details of the Findings

4.1 Category one: Claim(s) with clear documentary evidence and to which the Government of South Sudan has already made a commitment to clear.

1. Uganda Southern-Sudan Grain Traders & Suppliers Association Vs Ministry of Finance and Economic Planning

The members of this Association requested in writing to meet the arbitration committee by copy of a letter addressed to Chairman of the Committee to present their case for consideration as earlier mentioned in the Executive Summary.

Annex 5

The members of this Association were dealing exclusively in maize grain and sorghum which they supplied to companies in Southern Sudan under "The Strategic Food Reserve Supply". A verification exercise carried out by the Government of Southern Sudan confirmed that the companies had indeed supplied the said products in the South Sudan. Subsequently, an MOU to settle the outstanding grain trader's claims was signed between the Government of Southern Sudan and the Government of Uganda on 21st November 2010. The Committee found merit in the claim by the Uganda Southern-Sudan Grain Traders & Suppliers based on the following observations:

- i) The Supplies of the grain were verified by the Government of Southern Sudan (GoSS) and the findings of report that does acknowledge the claim;
- ii) The GoSS committed to settle the claim and signed a MOU to that effect;
- iii) The GoSS has already paid the first installment of the claim as per the MOU;
- iv) The Members of the Association showed a clear and transparent method in which they distributed the first installment of US \$ 14,808,472.05.

Recommendations

The Committee found this case unique in its nature and therefore singled it out. This is intended to guard against stifling or delaying a straight forward claim by lumping it with the other scattered claims that are difficult to prove and may still need further verification and discussion with the Government of Southern Sudan. The Committee therefore recommends that:

- i. Government of Southern Sudan pays the outstanding amount of US \$ 41,623,514.95 to the Uganda Southern-Sudan Grain Traders & Suppliers Association without further delay.
- ii. The Government of Uganda raise the facts of this claim with the Government of Southern Sudan to ensure that the payment is expedited.
- iii. If the Government of Southern Sudan is not able to pay expeditiously, Government of Uganda explores the option of paying up the amount to the traders with a view to pursuing the claim amount with the Republic of Southern Sudan on a Government to Government basis.

4.2 Category Two: Claims with Support documents and/or corroborated evidence which the committee recommends for settlement;

1). Mr. Yasin Deyia T/A M/s Superb ATD Construction Ltd Vs Customs Department Kaya

Mr. Yasin Deyia was the managing director of M/s Superb ATD Contractors Ltd, a company based in Koboko and having some operations in Southern Sudan. In 2008, the Company was awarded contracts by the Customs Department of the Government of Southern Sudan to construct customs houses, an immigration office and to grade three parking yards all at Kaya Border Station. The company did the work but the Company was never paid in full. When Mr. Deyia attempted to follow up the matter, he was detained and compelled to handover his office keys. He was later forced to leave Southern Sudan on 10th June 2010. He now claims the sum of **USD 258,726** as compensation for the loss occasioned to himself and his company including the cost of equipment and machinery abandoned

Annex 5

Available Documentation

1. A executed between M/s Superb A.T.D Contractors and several Government Officials of Southern Sudan dated 31st May 2008.
2. A correspondence signed by H.E Kuol Athian Mawien Minister, Minister of Finance and Economic Planning GoSS- Juba to the First Undersecretary Ministry of Finance and Economic Planning GoSS Juba dated 10th November 2008 regarding the matter.
3. Minutes of an Executive meeting dated the 16th November 2008.
4. An Agreement Letter executed between Custom Officials at Kaya Sub-Office Morobu County and M/s Superb A.T.D & Contractors for the construction of Custom Offices at Kaya Station dated 18th November 2008.
5. An Agreement Letter executed between Custom Officials at Kaya Sub-Office Morobu County and Superb A.T.D and Contractors for the construction of a Migration Office at Kaya Boarder Post dated 18th November 2008.
6. A table showing the extra cost for compound repair by M/s Superb A.T.D and Contractors dated 10th March 2009.
7. A table showing expenses in respect of the Drain Chanel Building by M/s Superb A. T.D and Contractors dated 23rd March 2009.
8. A table showing expenses in respect of the Immigration Office Compound Designing and Building by M/s Superb A.T.D and Contractors dated 23rd March 2009.
9. A table showing the supply of building materials by M/s Superb A. T. B and Contractors dated 31st March 2009
10. A list of Works under taken but not paid for dated 7th April 2009.
11. A correspondence letter written by Col. Akol Ayii Chief Custom Officer Kaya Border to the First Undersecretary Ministry of Finance GoSS dated 15th April 2009 regarding the matter.
12. A correspondence document written by Col. Akol Ayii Chief Custom Officer Kaya Border to the Director of Customs, South Sudan dated 15th April 2009.
13. A bill of quantities for leveling the parking yards.

Recommendation.

The Contract for both works was seen. The committee found his claim supported by available documents and corroborated and recommends payment of USD 258,726 as per claim subject to confirmation of non payment.

2. Mr. Abdul Aziz Dramadri Vs Commissioner Yei River County (Keliko Community)

On 9th October 2006, Mr. Abdul Aziz entered into an agreement with members of the Keliko Community under the patronage of the Commissioner Yei River County to build a court house out of among other materials, timber and iron sheets. He was offered timber to split and sell and use some of it for building the court house. However in the course of construction, Mr. Aziz incurred losses because his share of the timber which he had split for sale was not given to him and yet he had completed the construction of the court house. He claims the value of the timber and other lost construction material worth USD 59,000.

Annex 6

SECRET

CABINET

Action Extract from Minute No. 154 (CT 2016) of the
meeting of the Cabinet held at Kampala on 3rd August, 2016
for action / information by: ~~SECRETARY~~

MINUTE 154 (CT 2016)

UGANDAN TRADERS WHO SUPPLIED
VARIOUS GOODS AND SERVICES TO THE
REPUBLIC OF SOUTH SUDAN

(Cabinet Memorandum CT (2016) 60)

3. Cabinet:

- (1) Authorized the Minister of Finance, Planning and Economic Development, the Minister of Trade, Industry and Cooperatives and the Attorney General to negotiate and execute binding agreements with the Government of South Sudan that provide the terms and conditions to guide the payment by the Government of Uganda of the Government of South Sudan obligations to verified Uganda Traders' claims, and the latter's reimbursement to the former.
- (2) Authorized the Minister of Finance, Planning and Economic Development to effect payment consequent to the Government of South Sudan's acceptance of the terms and conditions for reimbursement, of US\$ 41 million to Ugandan Traders under the 2010 Memorandum of Understanding between the Governments of Uganda and that of South Sudan.
- (3) Authorized the Minister of Finance, Planning and Economic Development to effect payments due to category two claims amounting to US\$ 33.602 million, consequent to the acknowledgement of claims and the agreement of the terms and conditions to reimburse the Government of Uganda by the Government of South Sudan after verification by the relevant Committee.

P.T.O.

Annex 6

SECRET

CABINET

Action Extract from Minute No. of the
meeting of the Cabinet held at Kampala on
for action / information by

- (4) Authorized the Minister of Foreign Affairs to pursue with the Government of South Sudan, the expeditious formation of the Joint Cooperation Commission to arbitrate pending claims of Ugandans against South Sudan individuals.
- (5) Authorized the Minister of Finance, Planning and Economic Development, the Minister of Trade, Industry and Cooperatives and the Attorney General to establish with the Government of South Sudan the modality for repatriation of proceeds held in South Sudan's commercial banks for Ugandan companies.
- (6) Constituted a Cabinet Committee comprised of the following members to continue holding discussions with the Government of South Sudan to agree on the mechanism through which all outstanding claims by Ugandan Traders would be verified and paid once the country stabilizes:
 - (i) Hon. Matia Kasaija
Minister of Finance, Planning and Economic Development - Chairperson
 - (ii) Hon. William Byaruhanga
Attorney General - Member
 - (iii) Hon. Amelia Kyambadde
Minister of Trade, Industry and Cooperatives - Member
 - (iv) Hon. Sam Kutesa
Minister of Foreign Affairs - Member

Annex 7



BILATERAL AGREEMENT

BETWEEN

THE GOVERNMENT OF the Republic of SOUTH SUDAN

AND

THE GOVERNMENT OF UGANDA

CONCERNING PAYMENT OF MONIES OWED TO UGANDA-
South Sudan TRADERS BY the Government of the Republic of
SOUTH SUDAN,
(2016 AD).

THIS BILATERAL AGREEMENT (the Agreement) is made on the 22ND day of December 2016 AD.

BETWEEN

The GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN, represented by the Ministry of Finance and Planning, P. O. Box 80 Juba, South Sudan ("GORSS");

AND

The GOVERNMENT OF THE REPUBLIC OF UGANDA, represented by the Ministry of Finance, Planning and Economic Development, Plot 2-12 Apollo Kaggwa Road, P. O. Box 8147, Kampala, Uganda (GOU); and

WHEREAS

- (A) Ugandan citizens and companies ("Uganda Traders") supplied goods to GORSS S between the years 2008 and 2010 variously were partially paid, or not paid at all;
- (B) GORSS acknowledges that it owes the said Uganda Traders totaling US\$ 41,623,513.99 (United States Dollars Forty-One Million Six Hundred and Twenty-Three Thousand, Five Hundred and Thirteen and Ninety-Nine Cents) ("the Debt");
- (C) GORSS and GOU have on different occasions held consultations on the matter and both parties understand that the settlement of the Debt is important for their fraternal relations;

Annex 7

- (D) On 20th November 2010, GORSS and GOU entered into a Memorandum of Understanding (MOU) concerning the settlement of US\$ 56 million owed to Uganda Traders by GOSS, of which US\$ 15,000,000 was subsequently paid, leaving the the balance of the said sum of US\$ 41,623,513.99 (the Debt) as outstanding;
- (E) On 18th December 2015 at a meeting in Juba, Republic of South Sudan, GORSS proposed that GOU pay the said sum of US\$ 41,623,513.99 to Uganda Traders with a view to subsequently being reimbursed the same by GORSS;
- (F) GOU has accepted the proposal for payment by GORSS, subject to the terms and conditions of this Agreement;

NOW IT IS AGREED AS FOLLOWS:

1. THE DEBT AND THE CLAIMANTS

- 1.1 GORSS acknowledges the Debt as particularized in **Schedule 1** to this Agreement.
- 1.2 GORSS reaffirms that it is committed to settle the Debt under the terms and conditions set out herein.

2 PAYMENT MECHANISM

- 2.1 GOU shall effect payment of the above claims on behalf of GORSS within 12 months of the effectiveness of this Agreement.
- 2.2 Upon making payments pursuant to clause 2.1, GOU shall issue an advisory note/statement to GORSS specifying the amount(s)

- 2.3 The advisory note/statement shall discharge all responsibility of GORSS and any further claim against the GORSS by the Uganda Traders in respect of principal amounts pertaining to the respective claims; and shall duly constitute an obligation of GORSS towards GOU.

3 REPAYMENT AMOUNT AND INTEREST

- 3.1 Principal: GORSS hereby undertakes that it shall repay GOU on the respective due dates in accordance with the Payment Schedule attached hereto as **Schedule 2** into the Bank of Uganda Account to be notified by GOU within 14 (fourteen) days from the date of this Agreement.

4 REPAYMENT PERIOD

- 4.1 Repayment Period: GORSS shall repay to GOU any and all monies paid by GOU to Uganda Traders pursuant to this Agreement within a period of sixty (60) months after a Grace Period of Twelve (12) months from the effectiveness of this Agreement.

5 PAYMENT GAURANTEE

- 5.1 GORSS acknowledges that the Debt, as settled by GOU on behalf of GORSS on the basis of this Agreement, shall be treated as a loan by GOU to GORSS.
- 5.2 GORSS hereby covenants to provide in favour of GOU prior to GOU effecting any payment on GOSS's behalf a Sovereign Guarantee issued by the Bank of South Sudan in the form

Annex 7

- 5.2 GORSS hereby covenants to provide in favour of GOU prior to GOU effecting any payment on GOSS's behalf a Sovereign Guarantee issued by the Bank of South Sudan in the form specified out in **Schedule 3** to secure the payments that GOU shall make to Uganda Traders on behalf of GORSS pursuant to this Agreement.

6 OBLIGATIONS OF GOU

- 6.1 In consideration of GORSS undertaking to reimburse to GOU monies paid to Uganda Traders pursuant to this Agreement, GOU agrees to make arrangements to pay to Uganda Traders monies owed to them by GOSS.
- 6.2 GOU shall make arrangements to settle verified claimants under **Schedule 4** as soon as a GORSS -GOU joint verification of their claims has been concluded.

7 OBLIGATION (S) OF GORSS

- 7.1 GORSS undertakes to:

- (a) Repay GOU any and all monies paid to Uganda Traders in accordance with the terms of this Agreement, on the basis of the list used by GORSS to pay the already-settled sum of US\$ 15,000,000 under the MOU (of 2010) as per **Schedule 1**.
- (b) provide the Payment Guarantee described in Clause 5.2 to secure payments made by the GOU; and
- (c) comply with all the terms of this Agreement.

8 REPRESENTATIONS AND WARRANTIES OF GORSS

8.1 **GORSS** hereby represents and warrants that:

- (a) This Agreement constitutes legal, valid and binding obligations of the Republic of South Sudan and shall be enforceable.
- (b) The signing, delivery and performance of this Agreement by it do not violate or conflict with or result in breach of any law or regulation of the Republic of South Sudan.
- (c) All authorizations and consents of any authority in the Republic of South Sudan required in connection with the signing, delivery and performance of this Agreement by GORSS have been obtained and are in full force and effect, including making payments in foreign currencies under this Agreement.

9 DISPUTE RESOLUTION

9.1 Amicable settlement

Any dispute arising out of or in connection with this Agreement (including in relation to its performance, execution, validity or enforceability) shall be resolved amicably through good faith negotiations. Failure by the parties to resolve the dispute within 90 (ninety) calendar days shall entitle the aggrieved party to seek the resolution of the same through international commercial arbitration.

9.2 Arbitration

Annex 7

- (a) All disputes shall be finally settled by international commercial arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of the dispute.
- (b) The arbitration shall be administered by the International Bureau of the Permanent Court of Arbitration ("PCA")
- (c) The place and seat of the arbitration shall be Arusha, Tanzania.
- (d) The language to be used in the arbitral proceedings shall be English.

10 UNVERIFIED CLAIMS

The parties agree that any eligible but unverified claims by Ugandan Traders shall be verified by a Joint Verification Team to be constituted within 30 days from the date of this Agreement.

11 MISCELLANEOUS

11.1 Communications

Any notice or other communication made under or in connection with this Agreement shall be in writing and may be made by letter or fax.

11.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made of each Party for any communication or document to be made or delivered under or in connection with this Agreement is:

(e) If to GORSS:

The First Under secretary
Ministry of Finance and Planning
P. O. Box 60
Juba
Government of the Republic of South Sudan

(f) If to GOU:

The Permanent Secretary/Secretary to the
Treasury
Ministry of Finance, Planning and Economic
Development
P.O.Box 8147
Kampala
Tel: +256414707000/+256414707135
Fax:0414230163
Attention: Mr. Keith Muhakanizi

Annex 7

11.3 Delivery

Any notice or other communication made or delivered by one party to the other under or in connection with this Agreement will only be effective:

- (g) if by way of fax, when received in legible form; or
- (h) if by way of letter, when it has been left at the relevant address or [30] days after being deposited in the post postage prepaid in an envelope addressed to it at its address.

11.4 English language

Any notice or other communication made under or in connection with this Agreement must be in English. If not in English, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is constitutional, statutory or any other government official document.

11.5 Entire Agreement

This Agreement, including its Appendices, constitutes the entire agreement and understanding between the Parties with respect to the subject matter in this Agreement and the transactions contemplated in this Agreement and supersedes any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, concerning the subject matter of this Agreement except as expressed in this Agreement.

11.6 Waiver and severability

- (i) No delay by any Party in exercising any right, power or remedy provided in this Agreement shall impair or operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or remedy provided in this Agreement preclude any further exercise of that right, power or remedy. The rights powers and remedies provided in this Agreement are cumulative and do not exclude any other rights, powers and remedies provided by law in Uganda.
- (j) If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired by that illegality, invalidity or unenforceability.
- (k) The Parties agree to use good faith efforts to negotiate an equitable adjustment to any provision of this Agreement which becomes invalid or unenforceable with a view of effecting the purpose of this Agreement.

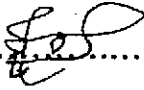
11.7 Amendment

No modification or amendment of any provisions of this Agreement shall be valid unless it is in writing and signed by all Parties.

IN WITNESS WHEREOF the agreement has been executed as a deed by the authorized representatives of the parties and is delivered on the date first stated above.

Annex 7

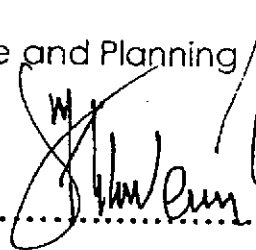
FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN:



Name: Hon. Stephen Dhieu Dau

Title: Minister of Finance and Planning

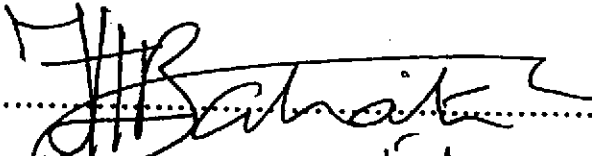
In the presence of

 22/12
2016

Name: Hon. Dr. Martin Elia Lomurö

Title: Minister of Cabinet Affairs

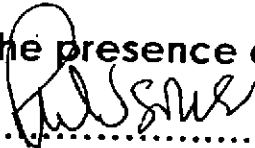
FOR THE REPUBLIC OF GOVERNMENT OF UGANDA:



Name: Hon. David Bahati 24/12/2016

Title: Minister of State for Finance, Planning and Economic Development (Planning)

In the presence of



Name: Amb. Gen. Robert Rusoke

Title: Ambassador of Uganda to the Republic of South Sudan

SCHEDULES

SCHEDULE 1

LIST OF UGANDA TRADERS AND THE AMOUNTS OWING

SN	NAME	AMOUNT (USD)
1	Rubya Investments Limited	2,434,037.00
2	Kibungo Enterprises	9,736,151.90
3	Aponye (U) Limited	13,542,092.61
4	Afro Kai LTD	2,019,145.14
5	Swift Commodities Establishment Ltd	811,345.99
6	Sunrise Commodities	928,991.16
7	Ms. Sophie Omari	802,126.15
8	Apo General Agencies	3,236,164.13
9	Ropani International	3,245,383.96
10	K.K Transporters	4,868,075.95
	Total	41,623,513.99

SCHEDULE 2

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REPAYMENT SCHEDULE

S/N	Year	Period	Amount (USD)
1	From January 2017 to December, 2017	<u>Grace Period</u>	
2	From January 2018 to December, 2018		2* X 4,162, 351.399
3	From January 2019 to December, 2019		2 X 4,162, 351.399
4	From January 2020 to December, 2020		2 X 4,162, 351.399
5	From January 2021 to December, 2021		2 X 4,162, 351.399
6	From January 2022 to December, 2022		2 X 4,162, 351.399

NB 2* Payment of two equal installments per year

SCHEDULE 3
FORM OF SOVEREIGN GUARANTEE



Annex 8

PARLIAMENT OF UGANDA
OFFICE OF THE CLERK TO PARLIAMENT

Parliament House, P.O. Box 7178, Kampala, Uganda.
Telephone: 0414-377000/377150/377152 Facsimile: 0414-346826 E-mail: clerk@parliament.go.ug
Plot Nos. 16-18, Parliament Avenue

In any correspondence on
this subject, please quote No.

AC 263/493/01

2nd May, 2018



The Hon. Minister of Finance, Planning and Economic Development
Ministry of Finance, Planning and Economic Development
KAMPALA

RE: RESOLUTION OF PARLIAMENT TO APPROVE THE BILATERAL AGREEMENT
SIGNED BETWEEN THE GOVERNMENT OF UGANDA AND THE GOVERNMENT
OF THE REPUBLIC OF SOUTH SUDAN, CONCERNING PAYMENT OF MONIES
OWED TO UGANDA-SOUTH SUDAN TRADERS BY THE GOVERNMENT OF THE
REPUBLIC OF SOUTH SUDAN

Please herewith find attached the above resolution, which was duly
considered and adopted by Parliament on Tuesday 3rd April, 2018 for your
further action.

Jane L. Kibirige (Mrs.)
CLERK TO PARLIAMENT



- C.C The Rt. Hon. Speaker
- C.C The Rt. Hon. Deputy Speaker
- C.C The Rt. Hon. Prime Minister/Leader of Government Business
- C.C The Hon. Leader of the Opposition in Parliament
- C.C The Hon. Government Chief Whip
- C.C The Hon. Chief Opposition Whip
- C.C The Hon. Attorney General
- C.C The Permanent Secretary/Secretary to the Treasury (MFPED)
- C.C The Permanent Secretary, Office of the Prime Minister
- C.C The Solicitor General

Annex 8



RESOLUTION OF PARLIAMENT TO APPROVE THE BILATERAL AGREEMENT SIGNED BETWEEN THE GOVERNMENT OF UGANDA AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN, CONCERNING PAYMENT OF MONIES OWED TO UGANDA-SOUTH SUDAN TRADERS BY THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN

(Moved under Rule 58 of the Rules of Procedure of Parliament)

WHEREAS Article 159(5) of the Constitution vests Parliament with the authority to approve all agreements entered into by the Government for giving out a loan or a grant out of any public or public account;

AND WHEREAS Article 159(6) enjoins the Government to lay such agreements before Parliament for approval;

COGNISANT THAT the Government of the Republic of South Sudan owes to verified Ugandan Traders United States Dollars Forty One Million six Hundred Twenty Three Thousand Five Hundred Thirteen and Ninety Nine cents (USD41,623,513.99) while other liabilities are still under verification by the two Governments;

HAVING REGARD THAT the Bilateral Agreement signed by the respective Ministries of Finance in the Presence of the Heads of State of the Government of Uganda and the Government of the Republic of South Sudan on the 22nd day of December, 2016 regarding payment of monies owed to Uganda-South Sudan traders by the Government of the Republic of South Sudan;

NOTING THAT pursuant to clause 2.1 of the agreement, Government of Uganda committed to pay monies owed to Uganda-South Sudan traders by the Government of the Republic of South Sudan;

FURTHER NOTING THAT the Government of the Republic of South Sudan acknowledges the debt and has made commitment pursuant to clause 3.1 of the agreement, to repay within a period of sixty (60) months after a grace period of Twelve (12) months from the effectiveness of the Bilateral Agreement any and all monies paid by the Government of Uganda to the Uganda-South Sudan traders;

FURTHER NOTING THAT the Government of Uganda has made a commitment pursuant to clause 6.2 of the agreement to make arrangements to settle verified claimants under Schedule 4 as soon as the Government of the Republic of South Sudan and Government of Uganda have jointly verified their claims;

Annex 8

ACKNOWLEDGING THAT the commitment by the Government of Uganda shall be treated as a loan to the Government of the Republic of South Sudan;

CONVICED THAT this agreement is in the best interests of the Ugandan traders;

CONSIDERING the Traders have not been paid by the Government of the Republic of south Sudan for over 6 years;

NOW THEREFORE, be it resolved as follows:-

1. That Parliament approves the Bilateral Agreement signed between the Government of Uganda and the Government of the Republic of South Sudan on the 22nd day of December, 2016 concerning payment of monies owed to Uganda-South Sudan Traders by the Government of the Republic of South Sudan.
2. That an addendum to the Bilateral Agreement is signed between the Government of Uganda and the Government of the Republic of South Sudan to pay monies owed to the additional verified Uganda-South Sudan Traders by the Republic of South Sudan as particularized in schedule A below.
3. That the joint verification exercise by the Government of the Republic of South Sudan and the Government of Uganda continues until all claims are conclusively handled.

SCHEDULE A

ADDITIONAL LIST OF UGANDA-SOUTH SUDAN TRADERS AND AMOUNTS OWING

	NAME	AMOUNT (USD)
1.	Roko Construction Limited ✓	3,795,094.52
2.	Premier Commodities(U)Ltd ✓	9,954,600.00
3.	Aponye(U) Limited and Afro kai Limited ✓	6,879,222.00
4.	MFK Corporation Limited	330,000.00
5.	Ake-Jo General Enterprises Limited	2,590,417.00
6.	Dott Services Limited	12,821,805.00
7.	Tamosi's Farm	10,000,000.00
8.	Adroit Consult International	293,920.00
9.	M/S Makpaco	407,791.00
10.	T.A Gunya Company Limited	135,000.00
11.	M/S Trust South Center Company Limited	1,543,698.00
12.	Speedways Services Company	208,480.00
13.	Speedways Services Company	445,350.00
14.	Chant Agencies (supply of food stuff)	4,936,600.00
15.	JB Trading Agency	2,078,000.00
16.	Madut Cham Company Ltd	3,934,440.00
17.	M/S Wang Logistics Ltd	2,411,818.00

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18.	M/S Edsa Supplies Ltd	
19.	Menelco Stores (Maiwat Company, Ltd)	6,652,592.00
20.	Ahomos Investment Ltd (Ifobangasu Star)	1,100,000.00
21.	Mr. Makpaco	3,320,800.00
22.	Benico (Ifobangasu Star)	6,214,559.00
23.	Atmos Uganda Ltd	3,147,800.00
		1,743,379.00

I certify that this resolution was passed by Parliament on the 3rd day of April, 2018.


 Jane L. Kibirige (Mrs.)
 CLERK TO PARLIAMENT

CLERK TO PARLIAMENT

Republic of South Sudan (RSS)



Annex 9.

MINISTRY OF FINANCE & PLANNING (MOFP) 1st Undersecretary for Finance

REF: MF&EP/RSS/J/20-D-1

Date: 28th January, 2019.


The Hon. Minister,
Ministry of Finance, Planning & Economic Development.
Republic of Uganda.

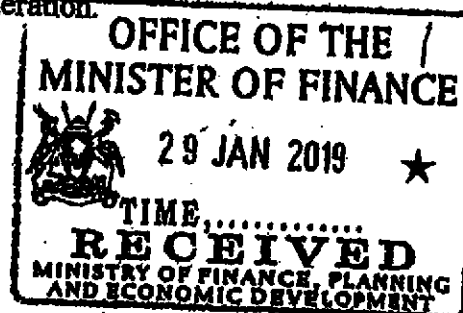
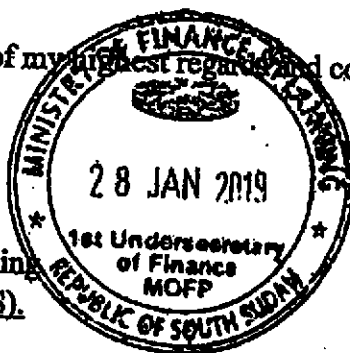
Subject: **IMPLEMENTATION OF THE BILATERAL AGREEMENT BETWEEN THE GOVERNMENT OF UGANDA & THE GOVERNMENT OF SOUTH SUDAN.**

Reference to your letter dated 15th August, 2018 (REF: FAD 94/95/02) regarding the above subject captioned matter. I highly appreciate the commitment the Government of Uganda is undertaking in the process of implementing its obligations under the Bilateral agreement.

On the part of the Government of South Sudan, we herein attached A LETTER OF SOVEREIGN GUARANTEE as stipulated under Article 5.2 of the Bilateral Agreement. And that, we request the names to the verification committee for the claims that were not verified to be sent in due course.

Please accept the assurances of my highest regards and consideration.


Hon. Biel Jock Thich
1st Undersecretary of Finance,
Ministry of Finance and Planning
Republic of South Sudan (RSS).



Cc: Hon. Minister of Finance & Planning
Cc: Hon. Dept. Minister of Finance
Cc: Undersecretary for Planning
Cc: Director General of Accounts
Cc: File



Annex 10

BANK OF SOUTH SUDAN (BSS)
Financial Markets Department
Plot No. 1, Block D 6, P.O Box 163, Juba Market, Juba, South Sudan

SOVEREIGN GUARANTEE

THIS DEED OF GUARANTEE is made on this 23rd day of January , 2019 by BANK OF SOUTH SUDAN (BSS), Republic of South Sudan having its Head Office at JUBA (hereinafter called the "Bank/Guarantor" which expression shall wherever the context so admit, include its executors, administrators and successors) in favour of Ministry Of Finance, Planning and Economic Development, The Republic Of Uganda (hereinafter referred to as "Beneficiary" which expression shall include its executors, successors and assigns) on application by Ministry Of Finance and Planning, Republic of South Sudan

WHEREAS the Government of Republic South Sudan and the Government of the Republic of Uganda entered a Bilateral Agreement on 22nd December 2016 concerning the payment of monies owed to the Uganda-South Sudan Traders by the Government of Republic South Sudan,

AND WHEREAS the Government of South Sudan is required to furnish a SOVEREIGN BANK GUARANTEE under article 5.2 of the Bilateral Agreement for a sum of USD 41,623,513.99 (US Dollars Forty One Million Six Hundred Twenty Three Thousand Five Hundred Thirteen and Ninety Nine Cents Only) as security to be paid out by the Government of the Republic of Uganda on behalf of the Government of South Sudan pursuant to the terms of the said Bilateral Agreement

AND WHEREAS the Bank/Guarantor has agreed to issue this SOVEREIGN GUARANTEE on behalf of the Ministry of Finance and Planning, Government of the Republic of the South Sudan and to execute this Guarantee for the satisfactory fulfillment of the obligation under the Bilateral Agreement between the Government of the Republic South Sudan and the Government of the Republic of Uganda

NOW THEREFORE, THE DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1. IN CONSIDERATION of the Government of the Republic of Uganda's execution of the Bilateral Agreement, the Bank/Guarantor hereby guarantees that Ministry of Finance and Planning/Government of the

Annex 10

Republic South Sudan will duly comply with all obligations under the said Bilateral Agreement. WE, THE BANK UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE, WITHOUT ANY DEMUR such amount/amounts as the Bank may be called upon by the GOVERNMENT OF UGANDA to pay, but not exceeding in the aggregate, the said sum of USD 41,623,513.99. The Guarantor's obligations under this Guarantee shall in no event exceed the sum of all payments which explicitly will become due and payable under the bilateral Agreement.

2. All payments shall be made within an agreed timeframe under the Agreement and in the currency in which the respective amount claimed is expressed to be due and payable under the Bilateral Agreement, free of any deduction and withholding.
3. The Liability of the Guarantor hereunder shall be discharged and the Guarantee shall expire only by the complete payment by the Guarantor of all sums which may at any time be due and payable under the Bilateral Agreement.
4. This Guarantee is not assignable.
5. This Guarantee shall be governed and construed in accordance with the applicable laws of England.
6. All communications of the parties shall be sent to the following addresses:

For the Guarantor to:

The Governor,
Bank of South Sudan (BSS)
Republic Of South Sudan

For the beneficiary to:

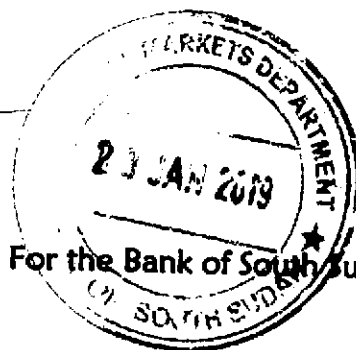
The Permanent Secretary/ Secretary to the Treasury
Ministry of Finance, Planning and Economic Development
P.O Box 8147 Kampala

IN WITNESS WHEREOF the Bank has executed this Deed of Guarantee on date hereinbefore mentioned,

Signed by:



Chan Andrea Chan



For the Bank of South Sudan



Marial Mabeny Bawuor

Annex 11

DRAFT

BILATERAL AGREEMENT

BETWEEN

THE GOVERNMENT OF SOUTH SUDAN

AND

THE GOVERNMENT OF UGANDA

**CONCERNING PAYMENT OF MONIES OWED TO UGANDAN CITIZENS BY THE
REPUBLIC OF SOUTH SUDAN**

Annex II

THIS BILATERAL AGREEMENT (the Agreement) is made on the.....day of.....2016

BETWEEN

The GOVERNMENT OF REPUBLIC OF SOUTH SUDAN, represented by the Ministry of....., Plot.... P. O. Box....Juba, South Sudan ("GOSS");

AND

The GOVERNMENT OF THE REPUBLIC OF UGANDA, represented by the Ministry of Finance, Planning and Economic Development, Plot 2-12 Apollo Kaggwa Road, P. O. Box 8147, Kampala, Uganda (GOU); and

WHEREAS

- (A) Ugandan citizens and companies ("the Uganda Traders") supplied goods to GOSS between the years.....and.....various were partially paid, or not paid at all;
- (B) GOSS acknowledges that it owes the said Uganda Traders amounts of money detailed in this Agreement;
- (C) GOSS and GOU have on different occasions held consultations on the matter and both parties understand that the payment of the monies due to the Uganda Traders is important for the fraternal relations between the two States;
- (D) On 20th November 2010, GOSS and GOU entered into a Memorandum of Understanding (MoU) for the settlement of US\$ 56 million owed to Uganda Traders, of which US\$ 41.69 million remains outstanding;
- (E) On 18th December 2015 at a meeting in Juba, Republic of South Sudan, GOSS proposed that GOU pay the outstanding sums to Uganda Traders with a view to subsequently being reimbursed by GOSS of any and all monies GOU shall have paid to the Uganda Traders;
- (F) GOU has accepted the proposal by GOSS, subject to the terms and conditions of this Agreement;

NOW IT IS AGREED AS FOLLOWS:

1. ACKNOWLEDGEMENT OF THE OBLIGATION TO PAY

- 1.1 GOSS acknowledges that it owes money to Uganda Traders under the categories as specified in **Schedule 1**
- 1.2 GoSS confirms that it is committed to settle the debt(s) under the terms and conditions set out herein.

2. OUTSTANDING DEBT AMOUNT

- 2.1 GOSS acknowledges that monies owed to Uganda Traders, as of the date of this Agreement, have been verified and agreed upon by GOU and GOSS as due and owing to the Uganda Traders.
- 2.2 The outstanding debt amounts, as of the date of this Agreement, shall constitute payments to be made by GOU to Uganda Traders on behalf of GOSS, under this Agreement, and comprise of the following:-
 - 2.2.1 Claims that are the subject of the 2010 MoU between Goss and GoU, totaling US\$ 41.624 million, which claims are detailed under **Schedule 1 (a)**;
 - 2.2.2 Claims already with the GoSS Ministry of Finance and Planning for settlement, totaling US\$ 46.67 million, which claims are detailed under **Schedule 1 (b)**;
 - 2.2.3 Claims in SSP already at the GoSS Ministry of Finance and Planning for settlement totaling SSP 27.65million, which claims are detailed under **Schedule 1 (c)**.

3 PAYMENT MECHANISM

- 3.1 GoU shall effect payment of the above claims on behalf of GoSS within 12 months of the effectiveness of this Agreement.
- 3.2 Upon making payments pursuant to clause 2.2, GOU shall issue an advisory note/statement to GOSS specifying the amount(s) paid and the recipients on the basis of the list of the verified and confirmed Uganda Traders.

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- 3.3 The advisory note/statement shall discharge all responsibility of GoSS and any further claim against the GoSS by the Uganda Traders in respect of principal amounts pertaining to the respective claims.

4 REPAYMENT AMOUNT AND INTEREST

- 4.1 Principal: GoSS hereby undertakes that it shall repay GoU on the respective Due Dates in accordance with the Payment Schedule attached hereto as **Schedule 2** into the Bank of Uganda Account to be notified by GOU within....days from the date of this Agreement.
- 4.2 Interest: Monies paid by GOU pursuant to this Agreement shall attract interest determined at the United States Dollars six (6) months LIBOR + 3% points from the effectiveness of this Agreement until full repayment by GOSS

5 REPAYMENT PERIOD

- 5.1 Repayment Period: GOSS shall repay to GOU any and all monies paid by GOU to Uganda Traders pursuant to this Agreement within a period of forty-eight (48) months after a Grace Period of Twelve (12) months from the effectiveness of this Agreement.
- 5.2 For the avoidance of doubt, the interest during the Grace Period shall accrue only against Principal monies amounts paid by the GoU.

6 PAYMENT GAURANTEEE

- 6.1 GOSS acknowledges that any monies paid by GOU to Uganda Traders on behalf of GOSS on the basis of this Agreement shall be treated as a loan by GOU to GOSS.
- 6.2 GoSS hereby covenants that it shall provide to GoU prior to GoU effecting any payment on GoSS' behalf, a Payment Guarantee in the form laid out on a **Schedule 3** to secure payments that GoU will make to claimants on behalf on GoSS.

7 OBLIGATIONS OF GOU

- 7.1 In consideration of GOSS undertaking to reimburse to GOU monies paid to Uganda Traders pursuant to this Agreement, GOU agrees to make arrangements to pay to Uganda Traders monies owed to them by GOSS.
- 7.2 GOU shall make arrangements to settle verified claimants under **Schedule 4** as soon as a GOSS-GOU joint verification of their claims has been concluded.

8 OBLIGATION(S) OF GOSS

8.1 GOSS undertakes to:

- (a) repay GOU any and all monies paid to Uganda Traders in accordance with the terms of this Agreement.
- (b) Provide the Payment Guarantee described in Clause 6.2 to secure payments made by the GoU to the verified Claimants on its behalf ; and
- (c) comply with all the terms of this Agreement.

9 UNVERIFIED CLAIMS

9.1 GOSS and GOU acknowledge that there are claims, under the category in **Schedule 4**, that have been presented by Uganda Traders but have not been verified by the Joint Verification Team (JVT) agreed upon in previous consultations between GOSS and GOU.

9.2 GOSS undertakes to nominate its representatives to the JVT within one week from the date of this Agreement and GOU hereby notifies GOSS of its representatives as follows:

- (a) Mr. Mohammed Kabaale, Ministry of Finance, Planning and Economic Development;
- (b) Mr. Cleopas Ndorere, Ministry of Trade, Industry and Cooperatives;
- (c) Mr. Fadhil Mawanda, Attorney General's Chambers; and
- (d), Uganda Revenue Authority.

9.3 It is understood and agreed that the JVT shall commence work within two (2) weeks from the date of this Agreement and shall submit its report within six (6) weeks from the date of the commencement of its work.

9.4 Upon conclusion of the joint verification exercise, both the GOU and GOSS shall meet to consider the report/ results of this team, and agree modalities for settlement of the verified claims.

10 OTHER OUTSTANDING CLAIMS

10.1 GOSS undertakes to agree with GoU and the Bank of Uganda the modality of repatriation of deposits in Commercial Banks in the Republic of South Sudan detailed in **Schedule 5** to this Agreement.

11 REPRESENTATIONS AND WARRANTIES OF GOSS

11.1 GOSS hereby represents and warrants that:

Annex II

- (a) this Agreement constitutes legal, valid and binding obligations of the Republic of South Sudan and shall be enforceable.
- (b) the signing, delivery and performance of this Agreement by it do not violate or conflict with or result in breach of any law or regulation of the Republic of South Sudan.
- (c) all authorizations and consents of any authority in the Republic of South Sudan required in connection with the signing, delivery and performance of this Agreement by GOSS have been obtained and are in full force and effect, including making payments in foreign currencies under this Agreement.

12 DISPUTE RESOLUTION

12.1 Amicable settlement

Any dispute arising out of or in connection with this Agreement (including in relation to the performance, execution, validity or enforceability of it) (a "Dispute") shall be resolved amicably through good faith negotiations. Failure by the parties to resolve the dispute shall entitle the aggrieved party to seek the resolution of the same through international commercial arbitration.

12.2 Arbitration

- (a) All Disputes shall be finally settled by international commercial arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of the dispute.
- (b) The arbitration shall be administered by the International Bureau of the Permanent Court of Arbitration ("PCA").
- (c) The appointing authority shall be the PCA.
- (d) The number of arbitrators shall be three (3), and all three (3) arbitrators shall be agreed upon and jointly appointed by the Parties to the arbitration. The Parties shall also agree which arbitrator so appointed shall act as the presiding arbitrator. Should the relevant Parties fail to agree on the appointment of three (3) arbitrators or on which arbitrator shall be the presiding arbitrator within ninety (90) Days of the service of a written notice setting out the particulars of the Dispute on the other relevant Party(ies), or such longer period as shall

be agreed upon by the relevant Parties in writing, all three (3) arbitrators shall be appointed by the PCA and the PCA shall also decide which of the arbitrators will act as the presiding arbitrator.

- (e) The place and seat of the arbitration shall be Arusha, Tanzania.
- (f) The language to be used in the arbitral proceedings shall be English and all documents used or referred to during such proceedings that are not originally in English shall be translated into English by the Party relying upon them.

13 WAIVER OF SOVERIGN IMMUNITY

13.1 GOSS agrees that the execution, delivery and performance by it of this Agreement constitute a commercial act. Accordingly, GOSS agrees that:

- (i) should any proceeding (including any arbitration proceeding) be brought against it or its assets in relation to this Agreement or any transaction or agreement contemplated by or related to this Agreement, no immunity from such proceedings shall be claimed by or on behalf of itself or with respect to its assets;
- (ii) it waives any right of immunity that it or any of its assets now has or may acquire in the future in any jurisdiction in connection with any such proceedings;
- (iii) it consents generally in respect of the enforcement of any judgment against it in any such proceedings (including any arbitration proceedings) in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings (including the making, enforcement or execution against or in respect of any assets whatsoever (other than assets protected under the Vienna Convention on Diplomatic Relations, 1961) irrespective of their use or intended use.

14 MISCELLANEOUS

14.1 Communications

Any notice or other communication made under or in connection with this Agreement shall be in writing and may be made by letter or fax.

14.2 Addresses

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The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Escrow Agreement is:

(g) If to GOSS:

[ADDRESS]
Attention: [•]
Fax: [•]

(h) If to GOU:

[ADDRESS]
Attention: [•]
Fax: [•]

(i) If to the International Bank:

[ADDRESS]
Attention: [•]
Fax: [•]

14.3 Delivery

Any notice or other communication made or delivered by one person to another under or in connection with this Agreement will only be effective:

(j) if by way of fax, when received in legible form; or

(k) if by way of letter, when it has been left at the relevant address or [•] days after being deposited in the post postage prepaid in an envelope addressed to it at its address.

14.4 English language

Any notice or other communication made under or in connection with this Agreement must be in English. If not in English, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is constitutional, statutory or any other government official document.

14.5 Entire Agreement

This Agreement, including its Appendices, constitutes the entire agreement and understanding between the Parties with respect to the subject matter in this Agreement and the transactions contemplated in this Agreement and supersedes any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, concerning the subject matter of this Agreement except as expressed in this Agreement.

14.6 Waiver and severability

- (l) No delay by any Party in exercising any right, power or remedy provided in this Agreement shall impair or operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or remedy provided in this Agreement preclude any further exercise of that right, power or remedy. The rights powers and remedies provided in this Agreement are cumulative and do not exclude any other rights, powers and remedies provided by law in Uganda.
- (m) If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired by that illegality, invalidity or unenforceability.
- (n) The Parties agree to use good faith efforts to negotiate an equitable adjustment to any provision of this Agreement which becomes invalid or unenforceable with a view of effecting the purpose of this Agreement.

14.7 Amendment

No modification or amendment of any provisions of this Agreement shall be valid unless it is in writing and signed by all Parties.

Annex 11

IN WITNESS WHEREOF the agreement has been executed as a deed by the authorized representatives of the parties and is delivered on the date first stated above.

For the Government of South Sudan:

Name:.....

Title:.....

In the presence of.....

Name:.....

Title:.....

For the Government of Uganda:

Name:.....

Title:.....

In the presence of.....

Name:.....

Title:.....

SCHEDULES

Annex II

SCHEDULE 1

1. Verified Claims		
(a) Uganda Grain Traders subject to 2010 MoU		
SN	NAME	AMOUNT (USD)
1	Rubya Investments Limited	2,434,037.00
2	Kibungo Enterprises	9,736,151.90
3	Aponye (U) Limited	13,542,092.61
4	Afro Kai LTD	2,019,145.14
5	Swift Commodities Establishment Ltd	811,345.99
6	Sunrise Commodities	928,991.16
7	Ms. Sophie Omari	802,126.15
8	Apo General Agencies	3,236,164.13
9	Ropani International	3,245,383.96
10	K.K Transporters	4,868,075.95
	Sub Total	41,623,513.99
(b) Claims in USD at GoSS MFP Payment Processing Stage		
1	Roko Construction Limited	3,795,094.52
2	Premier Commodities (U) Ltd	9,954,600.00
3	Aponye (U) Ltd & Afro-Kai Limited.	6,879,222.00
4	MFK Corporation Ltd (ifo Ajok Investments and Construction Co. Ltd)	330,000.00
5	Ake-Jo General Enterprises Ltd	2,590,417.00
6	Dott Services Limited	12,821,805.00
7	Tomosi's Farm	10,000,000.00
8	Adroit Consult International	293,920.00
	Sub Total	46,665,058.52

(c) Claims in SSP at GoSS MFP Payment Processing Stage		
		AMOUNT in SSP
1	M/S Trust Centre Co. Ltd	2,243,698.00
2	Speedways Service Company Ltd	208,480.00
3	Speedways Service Company Ltd	455,350.00
4	Chant Agencies (Supply of Food Stuff)	4,936,600.00
5	JB Trading Agency Ltd Omara John Bosco (ifoTezita International)	2,078,000.00
6	Madut Chan Company Limited	3,934,440.00
7	M/S Wang Logistics Co. Ltd	2,411,818.00
8	M/S EDSA Supplies Ltd	6,652,592.00
9	Menelco Stores (Maiwat Company Limited)	1,100,000.00
10	Ahmos Investment Ltd (ifoAguoldit, Bangasu Star and Fairdeal)	3,632,800.00
	Sub Total	27,653,778.00

Annex II

SCHEDULE 2

Annex II

SCHEDULE 3

SCHEDULE 4

Claims for verification by the Joint Certification Team		
(a) Claims of Uganda Traders/Suppliers with insufficient/incomplete documentation.		
SN	NAME	AMOUNT (USD)
1	Afako. O. Osman (Lost an assortment of medical equipment and chemical reagents and laptops)	54,680.00
2	New Juba General Enterprise Ltd South Sudan (Losses of Assorted Goods)	422,183.00
3	Katusiime Erias (Lost Materials for making concrete blocks and a truck)	34,300.00
4	Mr. Yasin Deyia T/A M/S superb ATD Construction Ltd Vs Customs Department Kaya	258,726.00
5	Mr. Abdul Aziz Dramadri Vs Commissioner Yei River County (Keliko Community)	59,000.00
6	Mr. Wasswa Esau Bunnya and others Vs. Juba Urban Roads	283,574.00
7	Mr. Baguma Medad T/A ATOMS (U) Vs. SPLA (Divisions 5 Mapel)	645,695.00
8	M/S Omutujju Metal Fabrications & Contractors Ltd T/A Mr. Damiano Lwanga Vs. Central Equatorial State	215,000.00
9	Mr. Patrick Ntege Walusimbi T/A M/s International Investments Ltd Vs. Yirol West County.	315,505.00
10	Mr. Tadeo Azabo T/A M/s Tea's General Enterprises Ltd Vs. Kaya Customs Department.	92,705.00
11	Mr. Fred Senoga Vs. Commissioner Yei County and Another Case Vs. Mr. Khaer seed Alfred.	24,168.00
12	Mr. Bucyana Will Broad T/A M/s Open Tech Co. Ltd Vs M/s GemtelTelcom.	194,700.00
13	Sserufugo George Wilberforce T/A Lamex Trade and Investment Company Ltd.	177,778.00
14	Mr. Ahmed Idris and Mr. TayindaAyile Vs. SPLA	178,500.00
15	Mr. Mutibwa Martin and Joseph Tusubire T/A Drowa Limited and M/s Watujo Agro Produce Limited Vs. Ministry of Finance South Sudan.	110,000.00
16	Mr. Kyayi Fred Daniel	27,000.00
17	Mr. Kasujja Joseph Vs. Various.	41,670.00

Annex 11

18	Mr. Fredrick SsumaLuwanga T/A Frenah Safety and Security Ltd Vs. Ministry of Defence GoSS.	75,250.00
19	Ms. Lucky Friends Trading and Construction Co Ltd Vs. Ministry of Finance and Economic Planning	2,042,037.00
20	Mr. Rashid Manafa T/A M/s. Rashid Mbale Trading Co. Ltd Vs. Mark Mawyen and Sylvetser.	300,000.00
21	Mr. Ayub Asiku Vs. Deng Yusuf	5,500.00
22	Mr. MaturuRonna Roll Vs. John Deng	5,000.00
23	Mr. AbonoKivumbiYosa Vs. SPLA.	35,735.00
24	Mr. MundugaNasur Vs. SPLA.	39,400.00
25	Mr. Waiga Mohammed Vs. SPLA (Time to Time Enterprises)	225,450.00
26	Mr. Baguma Medad Vs, AhmendNazzal	125,185.00
27	Mr. Odyek Tom T/A Odyek and Ejang& sons Ltd.	171,000.00
28	Mr. CEL Uganda Limited Vs. Palm Enterprises.	1,050,000.00
29	M/S Mimosa Enterprises Limited (MEL) Vs. MukayaPayam Community.	58,000.00
30	Mr. Frank Magala Vs. Eagle Trading and Investment Co. Ltd.	168,355.00
31	Mr. Okwir Geofrey Vs. AnjelosTaban.	17,000.00
32	Mr. Suleiman Kihya Vs. SPLA	6,600.00
33	Mr. Boboli Michael Vs. SPLA	60,000.00
34	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited Vs. SPLM.	2,205,362.00
35	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited Vs. SPLM.	1,707,927.00
36	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited Vs. SPLM.	2,014,672.00
37	Mr. Sempala Emmanuel Vs. Unkwon person.	2,150.00
38	Mr. BabuKhalifani Abdala Vs. Simon Mario.	17,000.00
39	Mr. Dan Ssesanga T/A M/s Ultimate Business Solutions Ltd Vs. AyiiDuag of Southern Sudan Hotel.	21,250.00
40	Mr. Ketubhai Patel	31,525.00

41	EdyanabinMustapher Vs. ObuteMamur Mete Ongina	35,000.00
42	Mr. Damiano Lwanga of Omutuju Metal Fabricators	294,000.00
43	Mr. SsemataBrillin Vs. SPLA	2,000.00
44	Ms. Fatuma Friday Vs. SPLA	11,000.00
45	Mr. Ringwegi Paul Vs. SPLA	64,400.00
46	Mr. Tumuhimbise Charles T/A E.T International Vs. SPLA	32,500.00
47	Ms. Sanyu Agnes Luwija Vs. Ngong Mach Ngong and Mr. MatuarrYoiGai	100,000.00
48	Mr. Hassan Noah on Behalf of Mr. Embaku Bosco Hassan and his sister (both Deceased)	77,900.00
49	M/S Matsiko and Co. Advocates on behalf of AbaasiKyasanku.	-
50	Juba River Nile Residence (South Sudan Officials used Hotel Seviles and did not pay)	1,806,081.00
51	Herbco Colour Printers (Mr. Herbert Nsaba)	285,255.00
52	Mr. Geoffrey OkwirGunya T/A Gunya Company Ltd Vs. Ministry of Finance and Economic Planning. (GoSS)	88,148.00
53	Sun Air (Supply of Food Stuff)	2,205,365.00
54	Bilpam Pharm Company Limited 2008 Ltd (Supply of Food Stuff)	1,550,000.00
55	Juba Cheap Stores Co. Ltd (Supply of Food Staff)	674,250.00
56	Benico Investments Limited	1,210,000.00
57	Unye-Giu Company Limited	286,100.00
	Sub Total	22,241,581.00
		AMOUNT (SSP)
58	Mr. Maleka Topher Chirac (Maleka Engineering Co. Ltd)	1,299,132.42
59	Cheetah Company Ltd (Contracted to Collect garbage in Juba Payam and not paid for the Services.	400,000.00
	Sub Total	1,699,132.42
(b) Claims of those whose vehicles were impounded		

Annex II

		AMOUNT (USD)
1	Ms. NakyagabaNuru Vs. Sande Adhur.	10,000.00
2	Ms. Basemeralilian Vs. SPLA	12,400.00
3	Mr. Francis Chemandwa	Value to be Dertermined.
4	Ms. Esther Viola Onekalit	Value to be Dertermined.
5	Ms. KomujuniPenlopeManzi	60,000.00
6	Mr. Abdul Kachwamba Vs. Amule Moses	20,000.00
7	Mr. Nuwaha Nelson Brown Vs. Gabriel Deyi and Badu Peter.	135,000.00
8	Mr. Juma Kuboyi Vs. Police in Juba	Value to be Dertermined.
9	Mr. Daniel Nsubuga Vs. SPLA	Value to be Dertermined.
10	Lt. Col. Onaah John T/A M/s Lomudi Transport Services Vs. SPLA.	55,000.00
11	Mr. George Tugurnisirize T/A Gotco Transporters Limited Vs. GOSS	1,150,000.00
12	Mr. Birazi Robert Vs. Yei Traffic Police	Value to be Dertermined.
13	Mr. Sande Paul Maganjo Vs. Den Deng.	Value to be Dertermined.
14	Mr. Achikule Swalc Vs. SPLA	Value to be Dertermined.
15	Mrs. Nakafuma Rose Muiiisa Vs. Various.	76,991.00
16	Mr. Suleiman B Sebit Vs. Justin Bati.	Value to be Dertermined.
17	Mr. Nuwaha Nelson Vs. Gabriel Deyi and Badu Peter.	116,000.00
	Sub Total	1,635,391.00
(c) Claims with ambiguous support documents which require further investigation.		
		AMOUNT (USD)
1	Mr. Tibo Muhammad Salim Vs. SPLM.	64,500.00
2	Mr. SwalehBakhit Vs. Taban of SPLA.	44,259.00

3	Mr. Muhereza Peter T/A Abraham International Vs. Atim Deng of Ministry of Commerce.	29,534.00
4	Mrs. Hope Pacudaga Vs. SPLA.	29,000.00
5	Mr. Isabirye James Vs. Gemtel Co. Ltd	11,055.00
6	Mr. Hirome Mayanja Sabbehe Vs. SPLA.	50,000.00
	Sub Total	228,348.00
(d) Claims without support Documents.		
		AMOUNT (USD)
1	Mr. TwahaAbubaker	100,000.00
2	Ms. Hajati Naima Yashin	12,000.00
3	Mr. Ijosiga M. Bakole	11,000.00
4	Mr. Ali Onzima	42,600.00
5	Ms. NamuwayaKasifa	30,000.00
6	Ms. Mirembe Sophia	22,569.00
7	Mr. Okuonzi Lino and Family	94,000.00
8	Mr. AdingaChangaOgoronduson	4,500.00
9	Mr. Robert Katongole	12,000.00
10	Mr. AjobeHarunaKhemis	19,000.00
11	Mr. AyubAdongtoo.	14,000.00
12	Mr. Bachu Ismail.	10,000.00
13	Mr. MwerereIssa	12,767.00
14	Mr. MajiduKasonga.	29,745.00
15	Mr. MaliamunguAlli Musa	95,900.00
16	Mrs. Mirembe Tamale.	5,000.00

Annex 11

17	Ms. Jackline Gass Atunah.	5,000.00
18	Mr. Guma Patrick	90,960.00
19	Mr. Mohamed Khali T/A El Medina Trading and Investment Company Limited.	814,815.00
20	Mr. Mohammend Migadde	10,000.00
21	Mr. Kasibante Bonney	128,750.00
22	Mr. Nakibinge Ibrahim.	34,420.00
	Sub Total	1,599,026.00

SCHEDULE 5

Uganda Traders claiming failure to repatriate Bank Deposits		
SN	NAME	AMOUNT (SSP)
1	Ranway Petroleum Co.Ltd	320,000,000.00
	Sub Total	320,000,000.00

Annex 12

LIST OF CLAIMS BY UGANDA - SOUTH SUDAN TRADERS AGAINST THE GOVERNMENT OF SOUTH SUDAN AS HARMONISED BY THE PARLIAMENTARY SELECT COMMITTEE ON PAYMENT OF UGANDAN TRADERS IN SOUTH SUDAN.

This list has been generated from the following sources:

- (a) The Report of South Sudan Trade Dispute Arbitration Committee of 2011
- (b) Resolutions of Parliament of 3rd April and 30th May, 2018
- (c) List of claimants by Ugandan traders against the Government of South Sudan as at 24th July, 2018 submitted to the Committee by Ministry of Finance, Planning and Economic Development
- (d) Submission of unverified South Sudan Claims List by Hon. Minister of Trade, Industry and Cooperatives of 29th March, 2019
- (d) Companies that submitted directly to the Committee

CATEGORY A: VERIFIED CLAIMS

S.NO	NAME OF COMPANY	AMOUNT
1.	Roko Construction Ltd	3,795,009.52
2.	Premier Commodities (U) Ltd	9,954,600.00
3.	Aponye (U) & Afro - Kai Limited	6,879,222.00
4.	MFK Cooperation Ltd (IFO Ajok Investments and Construction Ltd)	330,000
5.	Ake-Jo General Enterprises Ltd	2,590,417
6.	Dott Services Limited	12,821,805
7.	Tamosi's Farm	10,000,000
8.	Adroit Consult International	293,920
9.	Ms. Makpaco	407,791
10.	Gunya Company Ltd	135,000
11.	Trust South Centre Co. Ltd	SSP. 1,543,698
12.	Speedways Service Company	SSP. 208,480
13.	Speedways Service Company	SSP. 455,350

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14.	Chant Agencies (Supply of Food Stuff)	SSP. 4,936,600
15.	JB Trading Agency Ltd Omara John Bosco (Tezita International)	SSP. 2,078,000
16.	Madut Chan Company Limited	SSP. 3,934,440
17.	M/S Wang Logistics Co. Ltd	SSP. 2,411,818
18.	M/S EDSA Supplies Ltd	SSP. 6,652,592
19.	Menelco Stores (Maiwat Company Ltd)	SSP. 1,100,000
20.	Ahmos Investment Ltd (ifo Bangasu Star)	SSP. 3,320,800
21.	Ms. Makpaco	SSP. 6,214,559
22.	Benico Investments Limited	SSP. 3,147,800
23.	Atmos (U) LTD (Inter Region Trade and Transport Ltd)	SSP. 1,743,379
24.	M/S Quality Chemicals	159,237.9
25.	Uganda Air Cargo Corporation (M/S Air Afrik Aviation / Government of South Sudan)	1,081,834.00
26.	Gash Logistics Limited	5,435,473
27.	KK Transporters Ltd	4,246,110
28.	Mr. Bomgomin Sunday	3,304,885
29.	Ropani International Ltd	5,923,333.33
30.	Mr. Abdul Aziz Dramadri	59,000
31.	Mr. Wasswa Esau Bunnya and others	283,574
32.	Mr. Baguma Medad T/A Atoms (U)	645,695
33.	M/S Omutuju Metal Fabrications & Contractors Ltd T/A Mr. Damiano Lwanga	215,000

Annex 12

CATEGORY B: UNVERIFIED CLAIMS

S.NO	NAME OF COMPANY	AMOUNT
1.	Mr. Patrick Ntege walusimbi T/A International Investment Ltd	315,505
2.	Mr. Tadeo Azabo T/A M/S Tea's General Enterprises Ltd	92,705
3.	Mr. Fred Senoga	24,168
4.	Mr. Bucyana Will Broad T/A M/S Open Tech Co. Ltd	194,700
5.	Mr. Ahmed Idris and Mr. Tayinda Ayile	178,500.00
6.	Mr. Mutibwa Martin and Joseph Tusubire T/A Drowa Limited and M/S Watujo Agro Produce Limited	110,000.00
7.	Mr. Fredrick Ssuma Luwanga T/A Frenah Safety and Security Ltd	75,250.00
8.	Ms. Lucky Friends Trading and Construction Co. Ltd	2,042,037
9.	Mr. Abono Kivumbi Yosa	35,735,.00
10.	Mr. Munduga Nasur	39,400
11.	Mr. Waiga Mohammed	225,450
12.	Mr. Suleiman Kihya	6,600.00
13.	Mr. Boboli Micheal	60,000
14.	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited	2,205,362
15.	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited	1,707,927
16.	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited	2,014,672
17.	Mr. Ssemata Brillin	2,000
18.	Ms. Fatuma Friday	11,000
19.	Mr. Ringwegi Paul	64,400
20.	Mr. Tumuhimbise Charles T/A E.T International	32,500

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21.	Juba River Nile Residence	1,806,081
22.	Mr. Geofrey Okwir Gunya T/A Gunya Company Ltd	
23.	ABC Company South Sudan (Spot repair of tereka Muni Tombek Road)	1,453,129.9
24.	Hellen Achiro	800,000
25.	Ms. Basemera Lilian	12,400
26.	Mr. Juma Kuboyi	
27.	Mr. Daniel Nsubuga	
28.	Lt. Col. Onaah John T/A M/S Lomudi Transport Services	55,000
29.	Mr. George Tugumisirize T/A Gotco Transporters Limited	1,150,000
30.	Mr. Birazi Robert	
31.	Mr. Achikule Swale	
32.	Mr. Tibo Muhammed Salim	64,500
33.	Mr. Swalleh Bakhit	44,259
34.	Mr. Muhereza Peter T/A Abraham International	29,534
35.	Mrs. Hope Pacudaga	29,000
36.	Mr. Hirome Mayanja Sabbehe	50,000
37.	Mr. Yasin Deyia T/A M/S Superb ATD Construction Ltd	258,726
38.	Afako O. Osman	54,680
39.	New Juba General Enterprise Ltd South Sudan	422,183
40.	Katusiime Erias	34,300
41.	Sserufugo George Wilberforce T/A Lamex Trade and Investment Company Ltd	177,77.00
42.	Mr. Kyayi Fred Daniel	27,000.00
43.	Mr. Kasujja Joseph	41,670.00
44.	Mr. Rashid Manafa T/A M/S Rashid Mbale Trading Co. Ltd	300,000
45.	Mr. Ayub Asiku	5,500
46.	Mr. Maturu Ronna	5,000

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47.	Mr. Baguma Medad	125,185
48.	Mr. Odyek Tom T/A Odyek and Ejang & Sons Ltd	171,000
49.	Mr. Cel Uganda Limited	1,050,000
50.	M/S Mimosa Enterprises Limited (MEL)	58,000
51.	Mr. Frank Magala	168,355
52.	Mr. Okwir Geofrey	17,000
53.	Mr. Sempala Emmanuel	2,150
54.	Mr. Babu Khalifani Abdala	17,000
55.	Mr. Dan Ssesanga T/A M/S Altimate Business Solutions Ltd	21,250
56.	Mr. Ketubhai Patel	31,525
57.	Mr. Edyanabin Mustapher	35,000
58.	Mr. Damiano Lwanga of Omutujju Metal Fabricators	294,000
59.	Ms. Sanyu Agnes Luwija	100,000
60.	Mr. Hassan Noah on Behalf of Mr. Embaku Bosco and his sister (Loss of lives)	77,900
61.	M/S Matsiko and Co. Advocates on behalf of Abaasi Kyasanku	
62.	Herbco Colour Printers	285,255
63.	Sun Air (Supply of food staff)	2,205,365
64.	Bilpam pharm Company Limited 2008 Ltd (supply of food staff)	1,550,000
65.	Juba Cheap Store Co. Ltd (supply of food staff)	674,250
66.	Unye-Giu Company Limited	286,100
67.	Cooper Motors (U) Ltd	Not indicated
68.	Wyclif Motors	727,617
69.	Acanadiro Transporters Ltd	38,980.82
70.	BMA Construction and Fabrication	279,445.00
71.	A & S Electronics Ltd	2,589,886.23
72.	M/S Zawadi Services South Sudan Limited	2,577,159.00

Annex 2

73.	Continental Excel Traders (U) Ltd	2,450,000.00
74.	Absolute Homes	1,500,000.00
75.	Mukasa Alfred	446,000
76.	Biha International Ltd and Bawiani Group of Companies	39,129,312
77.	Tekplan Technical Services	66,480
78.	Mr. Samuel Sengenda	50,000
79.	Mogul Housing Solutions Arua	18,520.55
80.	Ongaya Charles Pido	4,242.47
81.	Bio Green Investments East African Limited	
82.	Juba International Medical Center	325,000
83.	Bit Bit International Limited	165,000
84.	Mrs. Mumbi Chege Mustaphar	51,590.88
85.	Kaika Invest Co. Ltd	1,960,000
86.	Samara Trading	4,400,000
87.	M/S Prism Trading & Construction Co. Ltd	11,982,455
88.	Apel Engineering Company Limited	360,000
89.	New Daisy General Merchandise and Construction Ltd	492,859
90.	Kabugo Advocates on behalf of Agnes Sanyu Luwujja	
91.	Mr. Ibwokino Charles (Claman P.C Limited)	51,521
92.	Aba Gorilla Tours and Safaris Ltd	600,000
93.	Tropical Corporation Ltd, and Baping Modern plated company Southern Sudan	1,140,000
94.	Okello Jasper Magambo	109,730
95.	Menelco Stores	1,100,000
96.	Mr. Maleka Topher Chirac (Maleka Engineering Co. Ltd)	1,299,132.42
97.	Cheetah Company Ltd (Contracted to collect garbage in Juba Payam and not paid)	400,000
98.	Altum Consults Ltd	2,966,000

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99.	United Pozzolana people's Association Ltd	1,320,000
100.	Ms. Nakyagaba Nuru	10,0000
101.	Ms. Esther Viola Onekalit	
102.	Ms. Komujuni Penlope Manzi	60,000
103.	Mr. Abdul Kachwamba	20,000
104.	Mr. Sande Paul Maganjo	
105.	Mrs. Nakafuma Rose Muiyisa	76,991
106.	Mr. Suleiman B. Sebit	
107.	Mr. Nuwaha Nelson	401,000
108.	Mr. Wakabi Grace	120,000
109.	Mr. Chemandwa Francis	90,000
110.	Mr. Isabirye James	11,055
111.	Rach Henry	29,550
112.	Maleka Engineering Company Ltd (Comisa International Services)	1,717,965
113.	Mr. Okot Morris Plangoya and Colleagues	1,586,450
114.	Afro freight Clearing and Forwarding Company Ltd (Supply of Maize to GOSS	2,811.000
115.	Barick Services	1,365,000
116.	Atim Alice	109,730
117.	Arc – Mark	1,750,000
118.	Kweezi (U) Ltd	2,520,000
119.	Muye Logistics Ltd	2,940,000
120.	Nuwampa subcontracted by Lucky Friends	3,150,000
121.	Ob Highland and Company Limited	2,700,000
122.	OS and Partners Limited	1,316,980
123.	Richard Ecodu	500,000
124.	Sabko Nice Print Ltd	2,723,000

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125.	Service and Save Suppliers	700,000
126.	Wateco Traders	727,617
127.	Lunko Enterprises	1,400,000
128.	Runway Petroleum	147,187,043
129.	Ali Bos (Burnt truck)	275,000
130.	Berna Zinsanga (loss property Restaurant)	
131.	Goerge Kyambadde (loss of property)	
132.	Hotel Ivory Limited	195,800
133.	Jogab Enterprise (loss of merchandise)	
134.	Kabugo Advocates on behalf of Nakibinge Ibrahim	34,420
135.	Mogul Housing Solutions Arua	UGX 67,600,000
136.	Mugarula Kwarisima Advocates on behalf of Nahabwe (loss of property)	UGX 350,000,000
137.	Namutebi Gloria (loss of property – Restaurant)	
138.	Laisi General Stores	2,270,000
139.	Amone Joe Lewis (killed in Juba)	
140.	Claman P.C Limited	51,521
141.	Owiny-Dollo Legal Services on behalf of Okot Morris P'LANGOYA COMPANY LIMITED	UGX5,552,578,137
142.	Mukigakazi Josephine (loss of grain in transportation)	320,000
143.	Digimark Enterprises	UGX 134,959,000
144.	Gemu Transporters and General Merchandise	840,000
145.	Kuerass Enterprises Ltd	1,403,000
146.	Ongi Amos Bahayi Clement	286,100
147.	Opyene Co. Advocates	279,445
148.	Teas' General Enterprises Ltd	300,000
149.	CEC Company Ltd	434,300
150.	Kiir Chol Deng Aculi	

Annex 12

151.	Arc Mark Architects, Planners and Engineers	2,100,000
152.	Bisaf General Supplies Ltd	1,400,000
153.	Bisaf General Supplies Ltd	1,330,000
154.	HGW Technical Services Planners, Engineers, property managers and General Supplies	1,400,000
155.	Onang Godfrey	30,000
156.	Sabko Nice Print Ltd	1,100,000
157.	Sabko Nice Print Ltd	3,150,000
158.	SKYLIT AGENCIES LTD	1,400,000
159.	Soroti Logistics and Supplies Limited	780,000
160.	Tushabe Multi-technical & Consult Services Ltd	2,520,000
161.	Ekram Investment Ltd	647,275
162.	Tushabe Multi-technical & Consult Services Ltd	1,400,000
163.	Delight Engineering Ltd	1,120,000
164.	Gomema Uganda Ltd	1,260,000
165.	Mugenga Holdings Ltd	700,000
166.	Aceng Conny	217,950
167.	Mira Trade & Transport company Ltd	1,400,000
168.	AB Construction Ltd	432,400
169.	AB Construction Ltd	116,000
170.	AB Construction Ltd	614,000
171.	AB Construction Ltd	77,400
172.	AB Construction Ltd	514,500
173.	Amule Geofrey	
174.	Babu Abusa Bran	UGX 550,000,000
175.	Garden Flour Uganda Ltd and Hunting dragon company Limited	250,000
176.	Mr. Chlmandwa Francis	90,000

Annex 12

177.	Mr. Grace Wakabi	120,000
178.	Mr. Said Hassan Alibos	275,000
179.	Namulemba Asadi	UGX 198,980,000
180.	Namulemba Asadi	840,000
181.	Ssuuna Dirisa	190,000
182.	Adsco Enterprises	114,936
183.	Prime Contractors Ltd	4,046,500
184.	Juba Motorists Garage Ltd	263,408
185.	Ssenfuka Jaffer	
186.	Steven Mukasa	210,000
187.	Rwibutso Albert	
188.	Mr. Ahmed Adrish and Twahir Ayile	1461350
189.	Mr. Ahmed Adrish and Twahir Ayile	SSP 2,657,000
190.	Kabugo Advocates on behalf of Nakafuma Rose Muiisa	
191.	Serve and Save Supplies	700,000
192.	Arc-Mark	1,750,000
193.	Solot Logistics and Supplies Limited	780,000
194.	Mr. Manduga Nasur	39,400
195.	Mr. Sulaiman Kihya	60,000
196.	Mr. Sempala Samuel	2,156
197.	Mr. Nuwaha Nelson Brown	116,000
198.	Sunday Paul Maganjo	

Annex 12

CATEGORY C: CLAIMS THAT REQUIRE DOCUMENTATION FOR VERIFICATION

S.NO	NAME OF COMPANY	AMOUNT
1.	Mr. Twaha Abubaker	100,000
2.	Ms. Hajati Naima Yashin	12,000
3.	Mr. Ijosiga M. Bakole	11,000
4.	Mr. Ali Onzima	42,600
5.	Ms. Namuwaya Kasifa	30,000
6.	Ms. Mirembe Sophia	22,569
7.	Mr. Okuonzi Lino and Family	94,000
8.	Mr. Adinga Changa Ogoronduson	4,500

Annex 12

9.	Mr. Robert Katongole	12,000
10.	Mr. Ajobe Haruna Khemis	19,000
11.	Mr. Ayub Adongtoo	14,000
12.	Mr. Bachu Ismail	10,000
13.	Mr. Mwerere Issa	12,767
14.	Mr. Majidu Kasonga	29,745
15.	Mr. Maliamungu Alli Musa	95,900
16.	Mrs. Mirembe Tamale	5,000
17.	Ms. Jackline Gass Atunah	5,000
18.	Mr. Guma Patrick	90,960
19.	Mr. Mohammed Khali T/A El Medina Trading Investment Company Limited	814,815
20.	Mr. Mohammed Migadde	10,000
21.	Mr. Kasibante Bonney	128,750
22.	Mr. Nakibinge Ibrahim	34,420

Annex 12 A

THE REPUBLIC OF SOUTH SUDAN (RSS)



MINISTRY OF FINANCE AND PLANNING

RSS/RSS/MoFP/M/O/J/19/6

May, 6 2019

Ministerial Order

Subject: Formation of the Committee to Verify Ugandan Traders Financial Claims.

This Ministerial Order is for the Formation of the Committee for verification of Financial and Assets claims by Ugandan Business Traders

The Committee members are task to do a background check of unpaid claims in the category lists as requested by the visiting team of Honorable Members of Parliament from Republic of Uganda to give legal weight as far as the Transitional Constitution is concerned.

Below are the names of committee members

S/NO	NAMES IN FULL	POSITION
1	Hon. Biel Jok	1 st U/S Chairperson
2	Mr. Christopher Labojo	D/G Procurement Member
5	Mr. Peter Mangar Marial	Secretary

Your positive cooperation will be highly appreciated.

Best Regards,



Salvatore Garang Mabior dit,
Minister of Finance and Planning,
RSS/Juba.

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Annex 13

CATEGORY B: Requiring Joint Verification Committee as per the Bilateral Agreement

S.NO	NAME OF COMPANY	AMOUNT {USD}
1.	M/S Omutuju Metal Fabrications & Contractors Ltd T/A Mr. Damiano Lwanga	215,000
2.	Mr. Patrick Ntegewalusimbi T/A International Investment Ltd	315,505
3.	Mr. Abdul Aziz Dramadri	59,000
4.	Mr. Tadeo Azabo T/A M/S Tea's General Enterprises Ltd	92,705
5.	Mr. Wasswa Esau Bunnya and others	283,574
6.	Mr. Ahd Idris and Mr. Tayinda Ayile	178,500
7.	Mr. Fredrick Ssuma Luwanga T/A Frenah Safety and Security Ltd	75,250
8.	Ms. Lucky Friends Trading and Construction Co. Ltd	2,042,037
9.	Mr. Waiga Mohammed Vs SPLA	225,450
10.	Mr. Abono Kivumbi Yosa	35,735
11.	Hellen Achiro	800,000
12.	Lt. Col. Onaah John T/A M/S Lomudi Transport Services	55,000
13.	Mr. George Tugumisirize T/A Gotco Transporters Limited	1,150,000
14.	Mr. Tibo Muhammed Salim	65,500
15.	Mr. Swalleh Bakhit	44,259
16.	Mrs. Hope Pacudaga	29,000
17.	Mr. Hirome Mayanja Sabbehe	50,000
18.	Mr. Yasin Deyia T/A M/S Superb ATD Construction Ltd	258,726
19.	Mr. Rashid Manafa T/A M/S Rashid Mbale Trading Co. Ltd	300,000
20.	Apel Engineering Company Limited	360,000
21.	Joseph Kasujja T/A New Daisy General Merchandise and Construction Ltd	492,859
22.	Ms. Nakyagaba Nuru Vs Sande Adhur	10,000
23.	Ms. Komujuni Penlope Manzi	60,000
24.	Mr. Abdul Kachwamba	20,000
25.	Mrs. Nakafuma Rose Muiyisa	76,991
26.	Laisi General Stores	2,270,000
27.	OS and Partners Limited	1,316,980
28.	OB Highland and Company Limited	270,000

Annex 13

29.	Anang Godfrey	30,000
30.	Aceng Conny	217,950
31.	Steven Mukasa	210,000
32.	Mr. Nuwaha Nelson Brown/ MEENELCO Stores	116,000
33.	Arc Mark	1,750,000
34.	Nuwanpa T/A Lucky Friends Trading and Construction Ltd	3,150,000
35.	Arc Mark T/A Lucky Friends Trading and Construction Ltd	2,100,000
36.	Serve and Save Supplies	700,000
37.	Nuwanpa/Anguoidit Sons Investment Ltd, Bagisu Stars Oversees Ltd&Fair Deal Investment Co Ltd	3,150,000
38.	Kweezi (U) Ltd	2,520,000
39.	BISAF	1,838,450
40.	E.N Investments	4,330,000
41.	Open Tech Limited	499,291
42.	LOGWEJA INVESTMENTS Ltd T/A Swan Valley International Ltd - Contract 14 Jan 2009/ - Contract 12 Sept 2008 Contract 25 th April 2009	11,000,000
43.	Falcon Technologies & Logistics contract 11 Nov 2008	2,750,000
	TOTAL	USD 45,513,762

AMENDED 9TH May 2019.,

THE REPUBLIC OF SOUTH SUDAN (RSS)



MINISTRY OF FINANCE AND PLANNING

RSS/MOFP/M/J/1/7

May 10, 2019

The Hon. Minister,
Ministry of Finance
Republic of Uganda
Kampala - Uganda

SUBJECT : ACKNOWLEDGEMENT OF RECEIPT OF CLAIMS AND APPOINTMENT OF VERIFICATION COMMITTEE

Honourable Minister,

The Ministry of Finance and Planning of the Republic of South Sudan presents its compliments and is highly honoured to write to your end on the subject thereof.

I refer to our previous correspondences on the subject matter, the various meetings with the Select Committee of the Ugandan Parliament and the letter reference Number AD/001/JAB/02 dated May 6, 2019 regarding Traders' claims from Uganda for which I write to acknowledge receipt of the same with gratitude.

The two sides held various meetings on Uganda – (South) Sudan Traders claims, and both sides have taken a series of steps towards a way forward.

So far, the Ministry of Finance and Planning of the Republic of South Sudan has formed a verification committee to receive and verify the companies' documents; with list attached for your reference.

Annex 13 A

The Uganda Embassy in South Sudan together with the Parliament Select committee have submitted a list and copies of claims of companies here attached for your reference.

The South Sudan verification Committee has already started on the verification of the claims received. The Committee will prepare a report and share the outcomes with their counterpart team from Uganda in line with the terms of bilateral relations and engage further appropriately.

In this regard, I further confirm receipt of the claims and also appreciate you on the successful arrangement for the meeting with the Ugandan Parliament Select Committee on the matter.

Furthermore, it is my hope that these arrangements will pave a way forward in the settlement of verified claims, promotion of bilateral relations between the two countries and further regional development through cross border trade.

Thanks indeed and I avail myself of this opportunity to assure you of my highest consideration.

Yours sincerely,


Hon. Salvatore Garang Mabior
Minister of Finance and Planning



- Cc. The Rt. Hon. Speaker of the Parliament of Uganda
- Cc. The Rt. Hon. Speaker of the TNLA – RSS
- Cc. Hon. Minister of Trade and East African Community Affairs
- Cc. The Hon. Minister of Defence -
- Cc. H.E. the Ambassador of the Republic of Uganda – Juba/RSS
- Cc. The Hon. Deputy Minister of Finance - MOFP
- Cc. Hon. 1st Undersecretary for Finance – MOFP
- Cc. Hon. Undersecretary for Planning – MOFP
- Cc. File

Annex 14

2.	Ms. Fatuma Friday Vs. SPLA.	11,000
3.	Mr. Ringwegi Paul Vs. SPLA	64,400
4.	Mr. Tumuhimbise Charles T/A E.T.M International Vs. SPLA.	32,500
5.	Ms. Sanyu Agnes Luwija Vs. Ngong Mach Ngong and Mr. Matuar Yoi Gai.	100,000
6.	Mr. Hassan Noah on behalf of Mr Embaku Bosco Hassan and his sister (both deceased).	77,900
7.	M/S Matsiko and Co. Advocates on behalf of Abaasi Kyasanku.	-
8.	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited Vs. SPLM	2,205,362
9.	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited Vs. SPLM.	1,707,927
10.	Mr. Emmanuel Ogik T/A Nile Valley Construction and Investment Company Limited Vs. SPLM.	2,014,672
	Subtotal	6,215,761

Under
Category 2
\$287,850

B) Claims of those whose vehicles were impounded. There is merit in the claims of this group based on the situation in Southern Sudan at that time but the evidence is very thin and over stretched.

1.	Ms. Nakyagaba Nuru Vs. Sande Adhur	10,000
2.	Ms. Basemera Lilian Vs. SPLA	12,400
3.	Mr. Francis Chemandwa	Value to be determined
4.	Ms. Esther Viola Onekalit	Value to be determined
5.	Ms. Komujuni Penelope Manzi	60,000
6.	Mr. Abdul Kachwamba Vs. Amule Moses	20,000
7.	Mr. Nuwaha Nelson Brown Vs. Gabriel Deyi and Badu Peter.	116,000
8.	Mr. Juma Kuboyi Vs. Police in Juba	Value to be determined
9.	Mr. Daniel Nsubuga Vs. SPLA	Value to be determined
10.	Lt. Col. Onaah John T/A M/s Lomudi Transport Services Vs. SPLA.	55,000
11.	Mr. George Tugumisirize T/A Gotco Transporters Limited Vs. Unknown Persons.	1,150,000
12.	Mr. Birazi Robert Vs. Yei Traffic Police	Value to be determined
13.	Mr. Sande Paul Maganjo Vs. Den Deng.	Value to be determined
14.	Mr. Achikule Swale Vs. SPLA.	Value to be determined
15.	Mrs. Nakafuuma Rose Muiyisa Vs. Various.	76,991
16.	Mr. Suleiman B Sebit Vs. Justin Bati.	Value to be determined

C) Claims with ambiguous and insufficient support documents where the committee was not able to arrive at a decision because it requires further investigation, time and resources(The body content of the report provides clear details)

1.	Mr. Tibo Muhammad Salim Vs. SPLM.	64,500
2.	Mr. Swaleh Bakhit Vs. Taban of SPLA.	44,259
3.	Mr. Muhereza Peter T/A Abraham International Vs. Atim Deng of Ministry of Commerce.	29,534
4.	Mrs. Hope Pacudaga Vs. SPLA.	29,000

Annex 14

5.	Mr. Isabirye James Vs. Gemtel Co Ltd.	11,055
6.	Mr. Hirome Mayanja Sabbehe Vs. SPLA.	50,000
	Sub Total	228,348
Category Four		
Claims which were not supported and the committee could not find grounds to recommend compensation.		
1.	Mr. Twaha Abubaker	100,000
2.	Ms. Hajati Naima Yashin	12,000
3.	Mr. Ijosiga M. Bakole	11,000
4.	Mr. Ali Onzima	42,600
5.	Ms. Namuwaya Kasifa	30,000
6.	Ms. Mirembe Sophia	22,569
7.	Mr. Okuonzi Lino and Family	94,000
8.	Mr. Adiga Changa Ogoronduson	4,500
9.	Mr. Robert Katongole	12,000
10.	Mr. Ajobe Haruna Khemis.	19,000
11.	Mr. Ayub Adongtoo.	14,000
12.	Mr. Bachu Ismail.	10,000
13.	Mr. Mwerere Issa.	12,767
14.	Mr. Majidu Kasonga.	29,745
15.	Mr. Maliamungu Alli Musa.	95,900
16.	Mrs. Mirembe Tamale	5,000
17.	Ms. Jackline Gass Atunah.	5,000
18.	Mr. Guma Patrick.	90,960
19.	Mr. Mohamed Khali T/A EI Medina Trading and Investment Company Limited.	814,815
20.	Mr. Mohanmend Migadde.	10,000
21.	Mr. Kasibante Bonney.	128,750
22.	Mr. Nakibinge Ibrahim.	34,420
	Sub Total	1,599,026

4.0 Details of the Findings

4.1 Category one: Claim(s) with clear documentary evidence and to which the Government of South Sudan has already made a commitment to clear.

1. Uganda Southern-Sudan Grain Traders & Suppliers Association Vs Ministry of Finance and Economic Planning

The members of this Association requested in writing to meet the arbitration committee by copy of a letter addressed to Chairman of the Committee to present their case for consideration as earlier mentioned in the Executive Summary.

Annex 15

LIST OF CLAIMS AGAINST THE GOVERNMENT OF SOUTH SUDAN BY UGANDAN TRADERS IN SOUTH SUDAN.

CATEGORY A: Claims at the Ministry of Finance GoSS awaiting Authorisation for Payment

S.NO	NAME OF COMPANY	AMOUNT {USD}
1.	Tamosi's Farm	10,000,000
2.	Dott Services Ltd	23,868,262
3.	Premier Commodities (U) Ltd	9,954,600
4.	Aponye (U) & Afro - Kai Limited	6,879,222.00
5.	MFK Cooperation Ltd (IFO Ajok Investments and Construction Ltd)	330,000
6.	Ake-Jo General Enterprises Ltd	2,590,417
7.	Roko Construction Ltd	4,639,078.80
8.	Mr. Cel Uganda Limited	1,050,000
9.	Adroit Consult International	293,920
10.	Ms. Makpaco	407,791
11.	Mr. Geffery Okwir Gunya Company Ltd vis Ministry of Finance GoSS	135,000
12.	M/S Quality Chemicals	159,237.92
13.	KK Transporters Ltd	4,246,110
14.	Ropani International Ltd	5,923,333.33
15.	BMA Constructions and Fabrications	279,445
16.	Kaika Investments Co. Ltd	1,960,000
17.	Biha International Ltd and Biwani Group of Companies	39,129,312
18.	Gash Logistics Limited	5,435,473
19.	Uganda Air Cargo Corporation (M/S Air Afrik Aviation / Government of South Sudan)	1,081,834
20.	WYCLIFF MOTORS Ltd Vs SPLA { Spairs Parts & works at SPLA Headquarters	727,617
21.	Sun Air (supply of food stuff)	2,205,365
22.	Bilpam Pharm Company Ltd 2008 Ltd (supply of food stuff)	1,550,000
23.	Juba Cheap Stores Co Ltd (supply of food stuff)	674,254

Annex 15

24.	Benico Investments Ltd	1,210,000
	Total Claims in USD	124,729,907.02
	Category A Claims in SSP Requiring Consideration of the Exchange Dollar rate as it was at the time of Supply	
25.	Trust South Centre Co. Ltd	SSP. 1,543,698
26.	Speedways Service Company	SSP. 208,480
27.	Speedways Service Company	SSP. 455,350
28.	Chant Agencies (Supply of Food Stuff)	SSP. 4,936,600
29.	JB Trading Agency Ltd Omara John Bosco (Tezita International)	SSP. 2,078,000
30.	Madut Chan Company Limited	SSP. 3,934,440
31.	M/S Wang Logistics Co. Ltd	SSP. 2,411,818
32.	M/S EDSA Supplies Ltd	SSP. 6,652,592
33.	Menelco Stores (Maiwat Company Ltd)	SSP. 1,100,000
34.	Ahmos Investment Ltd (ifo Bangasu Star)	SSP. 3,320,800
35.	Ms. Makpaco	SSP. 6,214,559
36.	Benico Investments Limited	SSP. 3,147,800
37.	Atmos (U) LTD (Inter Region Trade and Transport Ltd)	SSP. 1,743,379
38.	ABC South Sudan Ltd (Contract balance)	1,450,000 SSP
	Total Claim in SSP	39,197,516 SSP
	Special cases that was agreed upon between the Select Committee and the Minister of Defence GoSS to be verified as his case involves property Not supplies or services	
1.	Mr. Bongomin Sunday Vs SPLA {Apartments occupied in Gudele by SPLA}	3,304,885 USD
2.	ABC South Sudan Ltd (Compensation of equipment)	721,500 USD

Annex 16

CATEGORY B: Requiring Joint Verification Committee as per the Bilateral Agreement

S.NO	NAME OF COMPANY	AMOUNT {USD}
1.	M/S Omutujju Metal Fabrications & Contractors Ltd T/A Mr. Damiano Lwanga	215,000
2.	Mr. Patrick Ntege walusimbi T/A International Investment Ltd	315,505
3.	Mr. Abdul Aziz Dramadri	59,000
4.	Mr. Tadeo Azabo T/A M/S Tea's General Enterprises Ltd	92,705
5.	Mr. Wasswa Esau Bunnya and others	283,574
6.	Mr. Ahd Idris and Mr. Tayinda Ayile	178,500
7.	Mr. Fredrick Ssuma Luwanga T/A Frenah Safety and Security Ltd	75,250
8.	Ms. Lucky Friends Trading and Construction Co. Ltd	2,042,037
9.	Mr. Abono Kivumbi Yosa	35,735
10.	Hellen Achiro	800,000
11.	Lt. Col. Onaah John T/A M/S Lomudi Transport Services	55,000
12.	Mr. George Tugumisirize T/A Gotco Transporters Limited	1,150,000
13.	Mr. Tibo Muhammed Salim	65,500
14.	Mr. Swalleh Bakhit	44,259
15.	Mrs. Hope Pacudaga	29,000
16.	Mr. Hirome Mayanja Sabbehe	50,000
17.	Mr. Yasin Deyia T/A M/S Superb ATD Construction Ltd	258,726
18.	Mr. Rashid Manafa T/A M/S Rashid Mbale Trading Co. Ltd	300,000
19.	Apel Engineering Company Limited	360,000
20.	Joseph Kasujja T/A New Daisy General Merchandise and Construction Ltd	492,859
21.	Ms. Nakyagaba Nuru Vs Sande Adhur	10,000
22.	Ms. Komujuni Penlope Manzi	60,000
23.	Mr. Abdul Kachwamba	20000
24.	Mrs. Nakafuma Rose Muiisa	76,991
25.	Laisi General Stores	2,270,000
26.	OS and Partners Limited	1,316,980
27.	OB Highland and Company Limited	270,000
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40.	Open Tech Limited	499,291
41.	LOGWEJA INVESTMENTS Ltd T/A Swan Valley International Ltd - Contract 14 Jan 2009/ - Contract 12 Sept 2008 Contract 25 th April 2009	11,000,000
42.	Falcon Technologies & Logistics contract 11 Nov 2008	2,750,000
	TOTAL	USD 45,288,312

AMENDED 9TH May 2019.,