

**SECOND PROTOCOL ON THE IMPLEMENTATION OF
THE TERMS OF REFERENCE FOR THE
INDEPENDENT DECOMMISSIONING BODY**

I. References:

- The Comprehensive Agreement on the Bangsamoro (CAB) signed on March 27, 2014 by the Negotiating Panels of the Government of the Republic of the Philippines (GPH) and of the Moro Islamic Liberation Front (MILF), herein referred to as the Parties, including in particular the Annex on Normalization signed by the Parties on January 25, 2014.
- The Terms of Reference for the Independent Decommissioning Body (IDB) signed by the Parties on March 22, 2014 in Kuala Lumpur and its Protocol for Implementation signed by the Parties on January 29, 2015.
- Letters of request sent by the Peace Panels to the Turkish, Brunei and Norwegian Ambassadors dated April 25, 2014.

II. Mandate, Scope and Duration of Operations

The Independent Decommissioning Body (IDB) is the body created by the Parties to oversee the decommissioning of MILF weapons and combatants, in accordance with the Comprehensive Agreement on the Bangsamoro (CAB). It derives its mandate from the provisions of the Framework Agreement on the Bangsamoro (FAB) and its Annex on Normalization. Thus, the IDB's exercise of functions and authorities, scope of operations including geographic coverage, and duration of work are guided and circumscribed by these agreements, as well as the Terms of Reference for the IDB and its Implementing Protocols.

III. Mission Arrangements

1. In meeting its logistical, operational, and reporting needs, the IDB and its members may make use, purchase or hire resources for communications, housing, transportation, medical services, etc., in accordance with Philippine regulations.
2. The GPH will facilitate customs clearance of the IDB's operational supplies, goods and equipment, as well as entries and exits of the IDB's international members and personnel.
3. The privacy of the IDB's communications and correspondence shall be inviolable in accordance with the general guarantee of civil liberties under national and international law. The confidentiality of its records and archives shall be respected.
4. The IDB's premises, as well as its properties, papers, and effects shall be protected against unreasonable searches and seizures of whatever nature



and for whatever purpose in accordance with the general guarantee of civil liberties under national and international law.

IV. Clothing and Identification

1. The members of the IDB will wear clothes in accordance with the IDB dress code in the performance of their duties.
2. All vehicles and premises utilized by the IDB will be marked with the IDB emblem.

V. Security, Safety and Emergencies

1. The GPH shall be responsible for the protection and security arrangements of the IDB and its personnel while in the area of operations and as may be required by security assessments. The MILF shall supplement such security arrangements and undertake to assist and cooperate with the GPH towards this end.
2. The GPH and MILF shall use all means to assist members and personnel of the IDB who may be put in danger in the course of performing their duties. In such cases, the Parties shall coordinate with the concerned participating country's diplomatic mission as necessary. The GPH and MILF shall promptly provide safe passage for members of the IDB in cases of evacuation.
3. The GPH will provide emergency medical aid and emergency medical evacuation of the IDB personnel and its members. The Parties shall assist members of the IDB in the availment of medical and dental services upon request. In the event any member of the IDB needs to be evacuated promptly from their site or area of operations to Manila due to medical emergencies, the Parties shall provide the necessary transportation for such evacuation.

VI. Financial Obligations and Arrangements

1. Consistent with the Terms of Reference for the IDB, the Governments of the Republic of Turkey, Brunei and the Kingdom of Norway are expected to pay all expenses related to the salaries and compensation, including any applicable per diems and insurance expenses for their respective nationals in the IDB, including travel costs to and from their respective countries of origin. Other Governments with nationals participating in the IDB or its core staff shall undertake to do the same.

2. The IDB shall decide the manner by which the funds for its operations and activities shall be managed.
3. The GPH shall provide funding for the IDB's activities and operations as required, including for the provision of the IDB HQ and site facilities, office space, suitable accommodations and messing to the IDB and its members as necessary. This is without prejudice to finding other sources of funds for the IDB's operations as provided for in its terms of reference.
4. The Parties shall assist the IDB members and personnel in finding appropriate and suitable accommodations.

VII. Amendments

Any changes to this Protocol by the two Parties shall be notified to the IDB and relevant Governments at least two months before such changes shall take effect.

VIII. Effectivity

This Protocol enters into force on the date of its signing, and shall remain in force for the duration of the IDB without prejudice to review and amendments as provided in the preceding paragraph.

Signed on 17 June 2015 in Cotabato City, Philippines.

For the GPH:



MIRIAM CORONEL-FERRER
GPH Panel Chair

For the MILF:


MOHAGHER TORGAL
MILF Panel Chair

Signed in the presence of:


TENGGU DATO' AB GHAFAR TENGKU MOHAMED
Malaysian Facilitator


H.E. HAYDAR BERK
Chair, IDB