

REPUBLIC OF THE NIGER
REGION OF TILLABERI
DEPARTMENT OF OUALLAM

**Peace Agreement between
communities of the Department of Ouallam**

June 2023

Preamble

We, communities of the department of Ouallam, region of Tillabéri, hereinafter referred to as the Parties;

Recalling that in the past the Arab, Peulh, Tuareg and Zarma communities coexisted peacefully in the Department of Ouallam, cantons of Ouallam, Simiri and Tondikiwindi;

Aware that the conflict opposing our communities since 2017 is a result of the global security crisis affecting the northern part of the region of Tillabéri and the consequences of the Malian crisis of 2012;

Recognising that jihadist groups recruit from all communities and that stigmatisation of one community alone is source of division and even conflict between the communities:

Aware that the conflict has affected the communes of Tondikiwindi, Dingazi and Ouallam harder, but that the neighbouring communes are also keen on working towards intercommunity reconciliation and to prevent violence on their territory;

Keen to strengthen inter- and intra-community dialogues initiated by the State of Niger through the High Authority for Peacebuilding (HACP) and the Ministry of the Interior, in particular at the Ouallam administration-population forum held in Ouallam on 9 January 2011, and at the forum for social cohesion, peace, security and sustainable development in the region of Tillabéri, held in Tillabéri on 26 and 27 March 2022;

Aware that our conflict can only be resolved through dialogue between us;

Concerned that our reconciliation process should reinforce the results achieved by the signing of the Agreement of 21 January 2023 between the Banibangou communities;

Keen on giving concrete form to our reconciliation efforts, which began with the mediation facilitated by the Centre for Humanitarian Dialogue (HD) in support to the national authorities' efforts for stabilisation, in particular by the Ministry of the Interior;

Recalling that mediation efforts have sought to include community leaders, religious leaders, representatives of women, the youth, self-defence groups, the diaspora and regional and local authorities (governor, prefect, and mayors), of the Department of Ouallam and resource persons working for peace, social cohesion and development;

Aware that the conflict involving members of our communities may not end immediately with the signing of this Agreement, but will require a constant commitment on our part to peacefully manage our disagreements;

Determined to work towards peaceful and durable coexistence between our communities;

Agree on the following:

Chapter I: Generalities

Article 1: Through this Agreement, the parties declare peace between them and commit to do their utmost to maintain it.

Chapter II: Causes and consequences of the conflict

Article 2: The Parties agree that the inter-community conflict that opposed them is the consequence of the security crisis taking place along the border between Mali and Niger since 2016. The involvement of armed jihadist groups and community self-defence militia unfortunately helped to intensify the conflict.

The conflict has resulted in:

- a) Repeated attacks on villages and hamlets, lootings and destructions of property by armed individuals;
- b) Targeted assassinations of influential figures and notables;
- c) Massive livestock thefts;
- d) Attacks and ambushes on vehicles;
- e) Embargoes on some villages and weekly markets;
- f) Closure of basic social services (schools, health centres, etc.);
- g) Withdrawal of government officials and defence and security forces;
- h) The feeling on both sides that the neighbouring community is joining forces with armed groups to attack the other;
- i) Perception of partiality from the defence and security forces;
- j) Lack of justice following abuses;
- k) Erosion of social cohesion and coexistence between our communities.

Chapter III: Commitments of the Parties

Article 3: The Parties jointly agree to:

- a) Encourage community leaders to strengthen the peace process by forgiving all past acts and by spreading messages of cohesion and appeasement. In particular, no claims will be made on animals and properties taken or stolen prior to the signing of the Agreement, except for those found and recognised by the owner with witnesses. Claims for found animals must be made to the members of the monitoring committee or to the representatives designated by zones by the monitoring committee to meet local needs;

- b)** Undertake initiatives to help build solid links between the communities in support of the Agreement;
- c)** Stop mutual accusations between the communities of belonging or colluding with armed jihadists groups;
- d)** Recognise and respect the respective rights of each community, as well as their customs and traditions;
- e)** Avoid reprisals against civilians in the event of an attack by armed groups;
- f)** Facilitate the free movement of people and their properties throughout the area covered by the Agreement;
- g)** Encourage the attendance to weekly markets by all communities;
- h)** Report thieves and criminals to the authorities and security forces;
- i)** Forbid the circulation of weapons in the villages and towns covered by the Agreement;
- j)** Accompany and facilitate the peaceful return of all displaced persons to their respective villages.

Article 4: The parties request that armed groups:

- a)** Respect the commitments made by the communities under the Agreement and assist in their implementation;
- b)** Condemn the summary executions, attacks on hamlets and villages, thefts of livestock and robberies

Article 5: In addition, the parties invite the Agreement monitoring committee to:

- a)** Maintain the dialogue with all actors to secure the implementation of the Agreement's provisions,

Chapter IV: Recommendations to the State

Article 6: The Parties recommend to the State to support its pacification efforts in the area concerned by the signing of the Agreement in favour of a peaceful intercommunity coexistence, in particular by:

- a)** Speeding up the judicial processing of the cases of people arrested in the context of the conflict or for reasons of security in order to strengthen the reconciliation of communities;
- b)** Guaranteeing public order for all communities without distinction;
- c)** Encouraging and supporting the rehabilitation of destroyed villages;
- d)** Facilitating, with the support of partners, the return of displaced persons;
- e)** Reopening the weekly markets closed as a result of the crisis;
- f)** Providing humanitarian, economic and food assistance to all communities affected by the crisis with a view to the economic recovery of the area;
- g)** Facilitating the reinstatement of basic social services;
- h)** Building, repairing and equipping communities with basic social infrastructures (water points, health centres, schools, etc.);

- i) Opening a dialogue with the armed groups to find a solution to the security crisis affecting the region of Tillabéri;
- j) Easing some measures of the state of emergency to promote the subsistence activities of communities.

Chapter V: Monitoring of implementation

Article 7: The Parties commit to convene once every trimester during the first year following the signing of this Agreement to review its implementation and, if needed, to renew and adjust their commitments.

Article 8: A monitoring committee is set up, whose mission is to:

- a) Regularly review with the Parties on the progress of the implementation of the commitments taken under this Agreement, in order to strengthen its impact;
- b) Prevent and manage disputes between the Parties that could lead to non-compliance with this Agreement;
- c) Identify, where necessary, additional measures required for the process of intercommunity reconciliation;
- d) Regularly update State authorities on the progress of the implementation of the commitments made under this Agreement in order to strengthen its impact.

Article 9: 27 members designated by consensus to represent all the Zarma, Peulh, Haoussa, Tamasheq and Arab communities will make up the monitoring committee. There shall be:

- Four (4) representatives of the Peulh community, including two (2) from the commune of Tondikiwindi, one (1) from Simiri and one (1) from Dingazi;
- Thirteen (13) representatives from the Zarma community, including seven (7) from Tondikiwindi, two (2) from Ouallam, two (2) from Dingazi and two (2) from Simiri;
- Three (3) representatives of the Tuareg community, including one (1) from Tondikiwindi, one (1) from Ouallam and one (1) from Dingazi;
- One (1) representative of the Arab community;
- Four (4) representatives of the diaspora from the Department of Ouallam and two (2) representatives of religious leaders.

Chapter VI: Dispute management

Article 10: The Parties shall make all necessary effort to settle amicably and through negotiation and dialogue any dispute arising between them, in the spirit of cooperation and friendship which underlies this Peace Agreement.

Article 11: In the event of failure to apply this Agreement or in the event of a dispute regarding its interpretation, the Parties will refer the matter to the monitoring committee so that a consensus may be identified and applied.

Article 12: In the event of failure to apply the solution identified through consensus with the monitoring committee, the Parties shall jointly refer to the traditional and religious dispute management mechanisms.

Article 13: In the event of serious failure to apply this Agreement, and failure of all attempts at negotiations to remedy the situation, the Parties may terminate this Agreement. Such termination shall take effect on the specified date of notice of termination. In such case, the Parties shall take all necessary measures to minimise the impact of such a decision on the pacification efforts already undertaken.

Chapter VII: Final provisions

Article 14: The parties shall sign this Agreement in five copies in the French language, and shall circulate it through the appropriate means in the local languages of Zarma, Fula, Hausa, Tamasheq and Arab.

Article 15: This Agreement shall enter into force on the date of its signature by the Parties.

In Tondikiwindi, 4 June 2023

Signatories to the Agreement

For the Zarma community

Soumaila Mounkalia, Kobi village chief [Signature : illegible]	Moukaila Alassane, Tongotongo village chief [Signature: illegible]
Halidou Amadou, Kawrakeri village chief [Signature: illegible]	Zeinabou Karidjo Ouallam [Signature: illegible]
Cheik Amadou Yacouba Dingazi [signature: illegible]	Zakari Younoussa Simiri [Signature: illegible]

For the Peulh community

Daouda Ali [Signature: illegible]	Amadou Mamane [Signature: illegible]
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Rougga Seyni [Signature: illegible]	Karimou Boubacar Dingazi Peulh leader [Signature: illegible]
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For the Arab community

Salma Chigali [Signature: illegible]

For the Tuareg community

Mohamed Ag Ibrahim [Signature: illegible]	Moussa Alhmadi, Tuareg Dingazi leader
Adoum Dari [Signature: illegible]	

Supports to the Agreement

Representative of the self-defence group [Signature: illegible]	Representative of the self-defence group [Signature: illegible]
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Guarantors of the Agreement

Mayor of the commune of Tondikiwindi [Stamp: REPUBLIC OF THE NIGER – RURAL COMMUNE OF TONDIKIWINDI – The Mayor] [Signature: illegible]	Mayor of the commune of Ouallam [Signature: illegible]
Mayor of the commune of Simiri [Stamp: REPUBLIC OF THE NIGER – REGION OF TILLABERI DEPARTMENT OF OUALLAM – Rural commune of Simiri – The Mayor] [Signature: illegible]	Mayor of the commune of Dingazi [Stamp: REPUBLIC OF THE NIGER – REGION OF TILLABERI – DEPARTMENT OF OUALLAM – COMMUNE OF DINGAZI – THE MAYOR] [Signature: illegible]
Chief of the canton of Tondikiwindi [Stamp: DEPARTMENT OF OUALLAM – CANTON OF TONDIKIWINDI – The canton’s chief] [Signature: illegible]	Chief of the canton of Ouallam [Stamp: Canton of Ouallam – Honorable Elh Saley Baouna the Canton’s chief] [Signature: illegible]
Chief of the canton of Simiri [Stamp: REPUBLIC OF THE NIGER: REGION OF TILLABERI – DEPARTMENT OF OUALLAM –	Prefect of the department of Ouallam [Stamp: illegible] [Signature: illegible]

CANTON OF SIMIRI – THE CANTON'S CHIEF [Signature: illegible]	
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Witnesses to the Agreement

Ibrahim Moussa religious leader [Signature: illegible]	Kassoum Zakou religious leader [Signature: illegible]
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