

ANNEXURE I

PROJECT DESCRIPTION

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- (1) Without prejudice to the provisions of paragraph (1) of Article 5, the Project, as shown in Figure 1 to this Annexure, shall comprise the components described hereinafter and shall be implemented in phases of which Phase I shall consist of Sub-phases IA and IB.
- (2) Sub-phase IA shall comprise the following components:
- a storage dam on the Malibamatso River at Katse, approximately 2,5 km downstream of its confluence with the Bokong River, forming the Katse Reservoir;
 - a hydro-electric power complex situated in the general location of the Hololo River and Nqoe River catchment area comprising a power station, related waterways, by-pass facilities for the delivery of water during non-generating periods and a headpond dam near Sentelina on the Nqoe River if necessitated by the design of the hydro-electric power complex;
 - a water transfer tunnel connecting Katse Reservoir with the hydro-electric power complex;
 - a tailpond dam on the Hololo or Nqoe River to regulate the discharges of the hydro-electric power station and serve as a break pressure reservoir;
 - a delivery tunnel connecting the tailpond dam with the Designated Outlet Point;
 - the terminal structure at Katse for the Sub-Phase IB tunnel connecting the Mohale and Katse Reservoirs;
 - an inlet structure for the Phase II transfer tunnel connecting Katse Reservoir with the hydro-electric power complex;
 - the Phase II intake structure of the hydro-electric power station if so required;

**ANNEXURE I
PROJECT DESCRIPTION**

- the Mashai-Katse pump station outfall at Katse Reservoir;
 - a common delivery tunnel intake at the tailpond dam to serve the delivery tunnels of Phase I and any other phases;
 - a transmission line connecting the switching station at the hydro-electric power station with the Maseru load centre;
 - access roads to the Project sites; and
 - ancillary facilities such as the administration and control centre at the hydro-electric power station, as well as camps and other amenities at the main Project sites.
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- (3) The capacity of the water conveyance system constructed in Sub-phase IA shall be sufficient to accommodate the additional yields to be produced in Sub-phase IB.
- (4) Sub-phase IB shall comprise the following components:
- a storage dam on the Senqunyane River approximately 10 km upstream of the Marakabei bridge, forming the Mohale Reservoir;
 - a water conveyance tunnel connecting the Mohale and Katse Reservoirs;
 - extension of the hydro-electric power facilities constructed under Sub-phase IA if necessitated by the design of the hydro-electric power complex;
 - a second transmission line to the Maseru load centre;
 - access roads to the Project sites; and
 - ancillary facilities such as extensions to the administration and control centre, as well as camps and other amenities at the Project sites.

ANNEXURE I
PROJECT DESCRIPTION

(5) Phase II shall comprise the following components:

— a storage dam on the Senqu River at Mashai, approximately 20 km downstream of its confluence with the Malibamatso River, forming the Mashai Reservoir;

— a gravity tunnel from Mashai Reservoir to the tailpond dam of the hydro-electric power complex implemented as part of Sub-phase IA;

or alternatively, a pump station and related water conveyance tunnel connecting the Mashai and Katse Reservoirs, a second water transfer tunnel running parallel to the water transfer tunnel implemented as part of Sub-phase IA connecting Katse Reservoir to the hydro-electric power complex, and additional hydro-electric power facilities in the general location of the Hololo River and Nqoe River catchment area;

— a second delivery tunnel running parallel to the delivery tunnel implemented as part of Sub-phase IA, connecting the tailpond dam of the hydro-electric power complex with the Designated Outlet Point;

— extensions of the transmission line system to accommodate the additional hydro-electric power facilities and, if so required, a pumping installation at Mashai Reservoir;

— access roads to the Project sites; and

— ancillary facilities such as extensions to the administration and control centre, as well as camps and other amenities at the Project sites.

(6) The capacity of the water conveyance system constructed in Phase II shall be sufficient to accommodate the additional yields to be produced in Phase III and any eventual additional phases.

ANNEXURE I
PROJECT DESCRIPTION

(7) Phase III shall comprise the following components:

- a storage dam on the Senqu River at Tsoelike, downstream of its confluence with the Tsoelike River, forming the Tsoelike Reservoir;
- a pump station and related water conveyance tunnel connecting the Tsoelike and Mashai Reservoirs;
- extensions of the transmission line system to the Tsoelike-Mashai pump station;
- uprating of the Mashai-Katse pump station if constructed in Phase II;
- access roads to the Project sites; and
- ancillary facilities such as extensions to the administration and control centre as well as camps and other amenities at the Project sites.

(8) The Project in its different phases shall include and make provision for facilities for the abstraction of water for ancillary developments as provided for in paragraph (2) of Article 4 and may, furthermore, include and make provision for:

- channel improvement and associated betterment works on the Ash River downstream of the Designated Outlet Point;
- a diversion weir on the Matsoku River and a connecting tunnel to Katse Reservoir, which may be implemented either as part of Sub-phase IA or Sub-phase IB.

ANNEXURE II

MINIMUM QUANTITIES FOR WATER DELIVERY

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The following shall be the minimum quantities of water to be delivered by Lesotho to South Africa in each calendar year as specified: Provided that such quantities shall be adjusted in accordance with the provisions of paragraph (2) of Article 7:

Calendar Year	Million Cubic Metres
1995	57
1996	123
1997	190
1998	258
1999	327
2000	398
2001	470
2002	543
2003	618
2004	695
2005	772
2006	852
2007	932
2008	1 014
2009	1 098
2010	1 183
2011	1 271
2012	1 361
2013	1 452
2014	1 545
2015	1 640
2016	1 736
2017	1 835
2018	1 934
2019	2 036
2020	2 139
After 2020	2 208

ANNEXURE III

PRIVILEGES AND IMMUNITIES

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- (1) The representatives and alternates nominated in accordance with the provisions of paragraph (2) of Article 9, when present in the territory of the other Party in order to perform their functions as provided for by this Treaty, shall have the privileges and immunities as agreed to by the Parties.
- (2) No legal action shall be instituted against the Joint Permanent Technical Commission by either Party and such Commission shall enjoy immunity from civil and administrative jurisdiction of any court of law in the territory of either Party.
- (3) All property, assets and documents of the Joint Permanent Technical Commission wheresoever located and by whomsoever held, shall be inviolable as well as immune from search, requisition, confiscation, expropriation or any form of seizure by executive or legislative action of either Party. Such property, assets and documents shall also, to the extent necessary to carry out the functions of the Joint Permanent Technical Commission, be free from all restrictions, regulations and controls of whatsoever nature.
- (4) Each Party shall take all appropriate measures to protect all property, assets and documents of the Joint Permanent Technical Commission.
- (5) Each Party shall accord official communications of the Joint Permanent Technical Commission the same treatment it accords diplomatic communications.
- (6) The Secretary of the Joint Permanent Technical Commission, where he is not a local citizen, shall in the territory of either Party:
 - (a) be immune from legal process with respect to acts performed by him in his official capacity: Provided that such immunity shall not apply in the case of a civil claim resulting from death, damage or personal injury caused by a motor vehicle belonging to or driven by him; and

**ANNEXURE III
PRIVILEGES AND IMMUNITIES**

- (b) be accorded the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange regulations as are accorded by either Party to a diplomatic representative of comparable rank.
- (7) The Joint Permanent Technical Commission, its assets, property, income, operations and transactions shall be exempt from all taxation. The Joint Permanent Technical Commission shall also be exempt from all stamp duties as well as from liability for general sales tax. Any amount paid by the Joint Permanent Technical Commission from which it is exempted in terms of this paragraph shall be refunded to it on request: Provided that the Joint Permanent Technical Commission shall not be entitled to exemption from amounts payable which are merely charges for public utility services.
- (8) Taxes levied on the salaries, emoluments and pension fund benefits of the Secretary and the other personnel of the Joint Permanent Technical Commission by the one Party shall constitute part of the contribution by the other Party towards the expenses of such Commission, proportional to the liability of each Party for the costs of such Commission apportioned in accordance with the provisions of Article 9.