

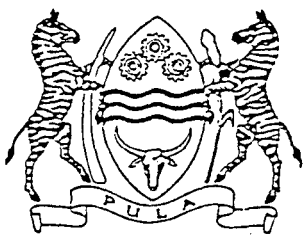
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~~1999~~
1990



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AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA

AND

THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA

ON THE ESTABLISHMENT OF A

JOINT PERMANENT WATER COMMISSION

PREAMBLE

The Government of the Republic of Botswana and the Government of the Republic of Namibia (hereinafter called the Parties).

DESIROUS of establishing a tradition of good neighborliness and co-operation between the Parties;

RECOGNIZING the importance and paucity of the water resources in the two States and the southern African region;

CONSCIOUS that co-operation between the Parties with regard to the development of mutual projects in respect of water resources of common interest will contribute towards the prosperity and welfare of their peoples; and

WISHING to consolidate the existing friendly relations by promoting regional water resource development objectives;

HEREBY agree as follows:

ARTICLE 1

ESTABLISHMENT OF A JOINT PERMANENT WATER COMMISSION

- 1.1 The Parties hereby establish and undertake to maintain a Joint Permanent Water Commission (hereinafter called the Commission).
- 1.2 The objective of the Commission shall be to act as technical adviser to the Parties on matters relating to the development and utilization of water resources of common interest to the Parties and shall perform such other functions pertaining to the development and utilization of such resources as the Parties may from time to time agree to assign to the Commission.

*Joint
Manage*

- 1.3 In furtherance of the stated objective each Party shall to the extent permitted by its own laws and procedures provide such information as the Commission may require for the performance of its functions.

ARTICLE 2

COMPOSITION AND PROCEDURES OF THE (COMMITTEE) COMMISSION

- 2.1 The Commission shall consist of two delegations representing the Parties.
- 2.2 Each delegation shall consist of not more than three members to be appointed by the Party concerned.
- 2.3 One member of each delegation shall be designated by the Party concerned as leader of its delegation.
- 2.4 The leader of a delegation may co-opt any number of persons as advisers to his delegation.
- 2.5 Meetings of the Commission shall be convened as agreed upon by the two delegations. The venue of meetings shall alternate between the Parties unless the respective delegations determine otherwise for a particular meeting.
- 2.6 The leader of the delegation of the Party hosting a particular meeting of the Commission shall in respect of that meeting be chairman, and be responsible for the preparation and timeous distribution of the agenda, including all supporting documentation, the recording and distribution of the minutes and making available of a suitable venue.
- 2.7 All decisions of the Commission shall be taken on the basis of consensus between the delegations but in the event that the Commission fails to reach consensus the matter under discussion shall be referred to the Parties by the respective delegations for further negotiations.

2.8 Four members of the Commission, at least two of whom shall be from each delegation, shall form a quorum.

2.9 The Commission shall regulate its own procedures.

ARTICLE 3
FUNCTIONS AND POWERS OF THE COMMISSION

3.1 The functions and powers of the Commission shall be to advise the Parties on -

Recess
Discharge

3.1.1 measures and arrangements to determine the potential of the water resources available from rivers of common interest;

3.1.2 the reasonable demand for water from common water resources;

Usage
Quality

3.1.3 the criteria to be adopted in the allocation and utilization of common water resources;

3.1.4 the prevention of and control over aquatic weeds and the pollution of common water resources; and

Quality

3.1.5 such other matters as may be determined by the Commission.

3.2 In pursuance of the provisions of Article 3.1, the Commission shall in particular have the power to appoint consultants to assist it in the gathering and processing of information on any matter on which it is to advise the Parties and may exercise any power or make any decision relating thereto as may be agreed upon by the Parties from time to time.

- 3.3 The Commission's advice to the Parties on any matter referred to in Article 3.1 shall, if required by a Party, be contained in a report signed by the leaders of the respective delegations, who shall be responsible for the submission of the report to their respective Governments.
- 3.4 Any report prepared by the Commission on any matter referred to in Article 3.1 shall include estimates of the cost involved in the implementation of the advice of the Commission and may include proposals for the apportionment of such cost between the Parties.
- 3.5 The Commission shall in all its deliberations and recommendations to the Parties have regard for the interests any other State may have in any water resources of common interest between the Parties and that State.

ARTICLE 4

FINANCIAL ARRANGEMENTS

- 4.1 Each Party shall in respect of all meetings of the Commission be responsible for all costs incurred in connection with the attendance and participation of its delegation and of any person co-opted as adviser to its delegation by the leader concerned in terms of Article 2.4.
- 4.2 The Party hosting a meeting of the Commission shall be responsible for all costs incurred in making a venue available for the meeting, the preparation and distribution of the agenda and for the recording and distribution of the minutes.
- 4.3 All other costs incurred or liabilities accepted by the Commission in the performance of its functions and the exercise of its powers, shall be shared equally by the Parties unless otherwise agreed by the Commission.

ARTICLE 5
CONCLUDING PROVISIONS

- 5.1 This Agreement shall come into force on the date of the signing thereof and may be terminated by a Party upon giving six months written notice to the other Party.
- 5.2 Any amendment to this Agreement shall be effected in writing by the Parties.
- 5.3 Any dispute as to the interpretation of any Article of this Agreement shall be settled by consensus.

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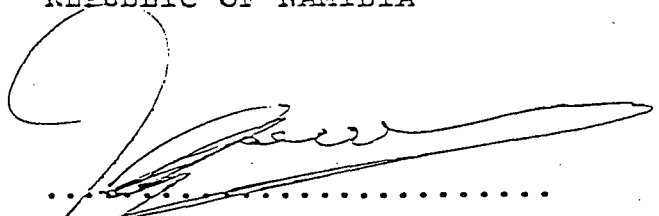
IN WITNESS WHEREOF the Parties hereto, acting through their respective representatives hereunto duly authorised, have caused this Agreement, in the English language, to be signed in duplicate in their respective names at Windhoek on the 13th day of November in the year 1990.

FOR AND ON BEHALF OF
THE GOVERNMENT OF THE
REPUBLIC OF BOTSWANA

FOR AND ON BEHALF OF
THE GOVERNMENT OF THE
REPUBLIC OF NAMIBIA

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ARCHIBALD M MOGWE
MINISTER OF MINERAL RESOURCES
AND WATER AFFAIRS

.....


GERHARDUS J HANEKOM
MINISTER OF AGRICULTURE,
FISHERIES, WATER AND RURAL
DEVELOPMENT

