

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA,
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE,
THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND
THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE
RELATIVE TO THE ESTABLISHMENT OF THE
LIMPOPO BASIN PERMANENT
TECHNICAL COMMITTEE

The Governments of the Republic of Botswana, the People's Republic of Mozambique, the Republic of South Africa and the Republic of Zimbabwe (hereinafter called the Contracting Parties) have agreed as follows:

ARTICLE 1

The Contracting Parties shall establish a joint technical committee to be known as the Limpopo Basin Permanent Technical Committee (hereinafter called "the LBPTC").

ARTICLE 2

The LBPTC shall consist of four representatives of each Contracting Party, one of whom shall be nominated chairman, and each Contracting Party may co-opt additional suitable persons to take part as advisers in the deliberations of the LBPTC. The chairmanship and the venue of meetings shall rotate among the Contracting Parties in the order determined by the said chairman.

ARTICLE 3

The current chairman shall convene the LBPTC as and when circumstances require. Four members of the LBPTC shall form a quorum for any meeting, provided that at least one representative of each Contracting Party is present at such meeting. All conclusions and recommendations of the LBPTC shall be by consensus.

ARTICLE 4

Each Contracting Party shall bear the costs of its own representatives and those of any advisers appointed by it.

ARTICLE 5

The functions and duties of the LBPTC shall be to advise the Contracting Parties on -

- (a) measures to be taken to alleviate short term problems regarding water shortages in the Limpopo River Basin during drought periods, taking into account the existing amount of stored water and water requirements in each country, as well as short term problems regarding floods and pollution in the Limpopo River Basin;
- (b) the division of flows in the Limpopo River Basin;
- (c) procedures, programming, operations, maintenance, measurement of water, abstraction of water, curtailing of abstraction and supervision with regard to the implementation of any agreements that may be entered into between the Contracting Parties;
- (d) arrangements for the investigation of and access to common watersheds and joint water schemes in the Limpopo River Basin;
- (e) the required mechanism to co-ordinate and integrate the findings and plans of each Contracting Party including the appointment of such consultants as may be required;
- (f) the estimated costs of any investigations and of the appointment of consultants and the apportionment of such costs on an equitable basis, and
- (g) any other relevant matters.

ARTICLE 6

On the basis of preliminary studies, to be carried out either individually or jointly by the Contracting Parties, and to the extent feasible, the LBPTC shall prepare a report or reports with recommendations in respect of the optimum joint scheme or schemes that cater for the needs of the Contracting Parties. Such report or reports may include proposals for the financing of the proposed schemes.

ARTICLE 7

The LBPTC shall establish its own rules of procedures.

ARTICLE 8

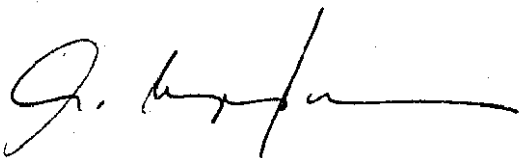
- (1) This Agreement shall enter into force on the date of signature thereof and may be terminated by a Contracting Party giving six months' written notice to the other Contracting Parties.
- (2) Any amendment to this Agreement agreed upon by all the Contracting Parties shall be effected in writing.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

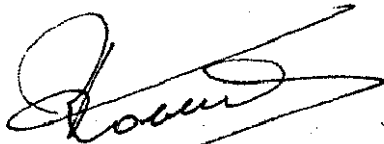
THUS DONE AND SIGNED AT.....*Harare*.....in the English language, on this the....*7th*...day of.....*June*.....198*6*....



FOR THE GOVERNMENT OF THE
REPUBLIC OF BOTSWANA



FOR THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF MOZAMBIQUE



FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA



FOR THE GOVERNMENT OF THE
REPUBLIC OF ZIMBABWE