

ARTICLE 5
THE COUNCIL

- 5.1 The Council shall consist of four delegations each representing the Contracting Parties.
- 5.2 Each delegation shall consist of not more than three permanent members and such other advisors as each Contracting Party may determine, provided that a delegation may be accompanied by not more than three advisors at any meeting of the Council unless otherwise determined by the Council for any particular meeting.
- 5.3 Each Contracting Party shall expeditiously notify all the other Contracting Parties of the appointment of the permanent members of its delegation as well as of the termination of such appointments.
- 5.4 One of the permanent members of each delegation shall be designated by the Contracting Party concerned as the leader of its delegation and shall be a co-chairperson of Council meetings. Each Contracting Party shall expeditiously notify all the other Contracting Parties of the appointment of the leader of its delegation as well as of the termination of such appointment.

ARTICLE 6
MEETINGS OF THE COUNCIL

- 6.1 The Council shall meet at least twice a year in ordinary session and may meet in extraordinary sessions at the request of any one of the Contracting Parties.
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- 6.2 Unless otherwise determined by the Council, ordinary meetings shall take place on a basis of rotation in the territory of one of the Contracting

Parties.

- 6.3 The Council shall determine the date and time of all meetings as well as the Contracting Party in whose territory such meeting shall take place.
- 6.4 The leader of the delegation hosting a particular meeting of the Council shall, in respect of that meeting act as the chairperson and shall be responsible for making a suitable venue available for that meeting. The hosting chairperson shall further be responsible for the preparation and timeous distribution of the agenda and all supporting documentation as well as the recording of the minutes of the meeting and the distribution thereof to the Contracting Parties within thirty days of the date of that meeting.
- 6.5 In all meetings of the Council three delegations shall constitute a quorum.
- 6.6 The Council shall make every effort to adopt decisions on the basis of consensus. If all efforts at consensus on a matter at a meeting of the Council have been exhausted and no agreement is reached, the matter shall be dealt with at the next meeting of the Council. Failing agreement at such meeting, the matter shall be made the subject of negotiations between the Contracting Parties.
- 6.7 The Council shall determine its own rules of procedure.

ARTICLE 7

FUNCTIONS OF THE COUNCIL

- 7.1 The Council shall serve as technical advisor to the Contracting Parties on matters relating to the development, utilisation and conservation of the water resources of the Limpopo. The Council shall perform such other functions pertaining to the development and utilisation of water

resources as the Contracting Parties may agree to assign to the Council.

7.2 The Council shall advise the Contracting Parties on the following matters:

- a) measures and arrangements to determine the long term safe yield of the water available from the Limpopo;
- b) the equitable and reasonable utilisation of the Limpopo to support sustainable development in the territory of each Contracting Party and the harmonisation of their policies related thereto;
- c) the extent to which the inhabitants in the territory of each of the Contracting Parties concerned shall participate in the planning, utilisation, sustainable development, protection and conservation of the Limpopo and the possible impact on social and cultural heritage matters;
- d) all aspects related to the efficient and effective collection, processing and dissemination of data and information with regard to the Limpopo;
- e) contingency plans and measures for preventing and responding to harmful conditions whether resulting from natural causes such as drought or human conduct as well as emergency situations that result suddenly from natural causes such as floods or human conduct such as industrial accidents;
- f) the investigations and studies, separately or jointly by the Contracting Parties with regard to the development of the

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Limpopo including the construction, operation or maintenance of any water works;

- g) measures with a view to arriving at settlement of a dispute between two or more of the Contracting Parties; and
- h) any other matters affecting the implementation of the Protocol.

7.3 In making any recommendations or giving any advice in terms of this Article, the Council shall consider the provisions of the Protocol.

ARTICLE 8 POWERS OF THE COUNCIL

- 8.1 The Council may establish *ad hoc* or standing working groups or committees comprising representatives of the Contracting Parties as each Contracting Party may determine.
- 8.2 The Council may appoint administrative service providers to provide administrative support to the Commission. The Council may also appoint technical experts and consultants to provide expert opinion and advice on any matter referred to in Article 6 and may exercise such powers and make such decisions relating to the administrative service, the expert opinion and advice as may be assigned to it in this regard by the Contracting Parties from time to time.
- 8.3 The Council shall ensure that recommendations on any matter referred to in Article 7, shall be contained in a report signed by the leader of each delegation at the meeting of the Council at which such report is adopted and such report shall be submitted to the Contracting Parties by the respective delegations.

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9.1 In the event of a dispute with regard to the planning, execution, development, protection and conservation of the Limpopo including its ecosystem or the interpretation or application of this Agreement, the Contracting Parties which are parties to the dispute, shall expeditiously enter into negotiations with a view to arriving at a settlement of the dispute.

9.2 If the parties to the dispute have not arrived at a settlement through the after the request for negotiations, the dispute may, unless the parties to

ARTICLE 10 WITHDRAWAL

At any time after three years from the date on which this Agreement has entered into force for a Contracting Party, that Party may withdraw from this Agreement by giving written notice to the other Contracting Parties. Any such withdrawal shall take effect on the date specified in the

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notification which date may not be less than twelve months after such notification. A Party withdrawing from this Agreement shall remain bound by contractual relationships to which it is a party and to its obligations thereunder.

ARTICLE 11 FINANCIAL ARRANGEMENTS

- 11.1 Each Contracting Party shall, in respect of all meetings of the Council, be responsible for all costs incurred in connection with the attendance and participation of its delegation and of any person included in its delegation as an advisor.
- 11.2 The Contracting Party hosting a meeting of the Council shall be responsible for all costs incurred in making a venue available for the meeting, the preparation and distribution of the agenda for the meeting as well as for the recording and distribution of the minutes of the meeting.
- 11.3 All other costs or liabilities incurred by the Commission shall be shared equally by the Contracting Parties, unless otherwise agreed by the Council.

ARTICLE 12 GENERAL AND FINAL PROVISIONS

- 12.1 This Agreement shall be signed by duly authorised representatives of the Contracting Parties subject to ratification in accordance with their respective constitutional procedures.
- 12.2 This Agreement shall enter into force thirty days after the last notification to the Depository by the Contracting Parties that their constitutional procedures have been complied with.

- 12.3 The current Agreement on the establishment of the Limpopo Basin Technical Committee signed on the 5th June 1986 shall lapse on the entry into force of this Agreement.
- 12.4 Any Contracting Party may propose an amendment to this Agreement, which amendment shall be communicated through an exchange of notes between all the Contracting Parties through diplomatic channels.
- 12.5 If agreed to by the Contracting parties the amendments shall take effect thirty days after the date of the last notification to the Depository by the Contracting Parties that they accept the amendments.
- 12.6 For the purposes of this article the Republic of Mozambique will be the depository of this Agreement.

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THE REPUBLIC OF BOTSWANA

Robert Colin Costley White
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THE REPUBLIC OF MOZAMBIQUE

Acting D: DDC
For your attention please
WISC
2006/04/18

① - ~~Acting D: DDC~~
for your further
attention



Copy to: Mr R Fekatcha
Mr P v Mkekeke
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② - P. BATHA

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Please take note

[Handwritten signature]
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2006-03-14
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REGISTRY
DEPT. OF WATER AFFAIRS & FORESTRY

**VOTE 34: DEPARTMENT OF WATER AFFAIRS AND FORESTRY (DWAf):
RATIFICATION OF THE LIMPOPO WATERCOURSE AGREEMENT**

On behalf of my Director General, Mr Kganyago, I thank you for your letter Reference 7/3/1/11 dated 14 February 2006. This was in response to Cabinet's decision that National Treasury should be consulted prior to the introduction of the Agreement in Parliament.

I am comfortable with the preliminary cost estimates for the secretariat of R800 000 for establishment costs and R1,6 million per year for operational costs, shared in equal parts between the four countries. Thank you for confirming that the one-off contribution by South Africa of R200 000 and the annual contribution of R400 000 will be covered within the budget allocation of the Department of Water Affairs and Forestry.

National Treasury can therefore support the introduction of the Limpopo Watercourse Commission Agreement in Parliament for ratification.

Kind regards
[Signature]
Retha Du Randt
Chief Director: Public Finance
for Director-General: National Treasury
10 March 2006

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2006-03-16
RECEIPT ACKNOWLEDGEMENT

2006-04-10

2006-03-20
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