



AGREEMENT

BETWEEN

THE REPUBLIC OF ZIMBABWE

AND

THE REPUBLIC OF MOZAMBIQUE

ON

**THE ESTABLISHMENT OF THE BUZI, PUNGWE
AND SAVE WATERCOURSES COMMISSION
(BUPUSA COMMISSION)**

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PREAMBLE

WHEREAS the Republic of Zimbabwe and the Republic of Mozambique, (hereinafter jointly referred to as "the Parties" and separately as "the Party");

RECOGNISING the spirit, value and objectives of the Revised Protocol on Shared Watercourses in the Southern African Development Community (SADC), signed at Windhoek, Namibia on 7 August, 2000 and the significance of the Buzi, Pungwe and Save (hereinafter referred to as "BUPUSA") as important shared Watercourses;

MINDFUL of the importance of extending and consolidating the existing tradition of good neighbourliness and cooperation between the Parties;

NOTING the existing Agreement on Establishment and Procedures of a Joint Water Commission (JWC) concerning water resources of common interest between the Parties, signed in December, 2002;

CONSCIOUS that collaboration between the Parties on the development, utilisation and management of the BUPUSA Watercourses as water resource of common interest, shall significantly contribute towards the mutual benefit, peace, security, welfare and prosperity of the peoples of the region;

COMMITTED towards the realisation of the principle of equitable and reasonable utilisation, as well as of the principle of sustainable development, in relation to the BUPUSA Watercourses;

BEARING in mind the Convention on the Law of the Non-navigational Uses of International Watercourses, adopted by the General Assembly of the United Nations in 1997, as well as Chapter 18 of Agenda 21 of the United Nations



Conference on Environment and Development;

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

In this Agreement, unless the context otherwise indicates:

"Commission" means the BUPUSA Watercourses Commission established under Article 4 of this Agreement;

"Technical Committee" means senior officials and advisers of the Parties established under Article 8 of this Agreement;

"Council of Ministers" means the Ministers responsible for water resources and related areas established under Article 5 of this Agreement;

"Watercourses" means the system of surface water and groundwater of the BUPUSA river basins and related ecosystems, parts of which are situated in the territories of the Parties;

"Secretariat" means the Secretariat established in terms of Article 5 of this Agreement;

"Reasonable period" means the amount of time agreed by the Parties which is fairly necessary and convenient to do whatever is required to be done as soon as circumstances permit; and



“Transboundary projects” means projects which are implemented jointly by the Parties through the Commission in the BUPUSA Watercourses.

ARTICLE 2

SCOPE OF THE AGREEMENT

This Agreement applies to the Buzi, Pungwe and Save Watercourses.

ARTICLE 3

OBJECTIVES

1. The objective of this Agreement is to promote cooperation between the Parties to ensure protection and sustainable utilisation of the water resources of the BUPUSA Watercourses.
2. In giving effect to the objective of this Agreement, the Parties, where appropriate, and through the Commission shall:
 - a. ensure that the utilisation of the Watercourses is open to each Party within its territory and without prejudice to its sovereign rights, in accordance with the terms contained in this Agreement;
 - b. ensure the respect for and application of international law relating to the utilisation and management of the resources of the Watercourses and to respect and abide by the principles of common interests in the equitable utilisation of the Watercourses and related resources;
 - c. maintain a proper balance between resource development for a higher standard of living for their people and conservation and enhancement of the environment to promote sustainable development;



- d. cooperate in conducting studies and notify each other of projects that may affect the flow regime of the Watercourses;
- e. exchange available information and data regarding the hydrological, hydrogeological, water resources quality, meteorological and ecological condition of the Watercourses;
- f. utilise and develop the Watercourses in an equitable manner with a view to attaining optimum utilisation thereof and obtaining benefits therefrom consistent with adequate protection of the Watercourses;
- g. take appropriate measures to prevent significant harm occurring to the Watercourses, within their respective territories;
- h. notify each other within twenty-four (24) hours of any emergency originating within their respective territories;
- i. ensure that in the event of the implementation or execution of any planned measures which are of the utmost urgency in order to save life, or to protect public health and safety, or other equally important interests as a result of an emergency situation, the Party planning such measures may, notwithstanding the provisions of this paragraph;
- j. immediately proceed with implementation or execution, provided that in such event a formal declaration of the urgency of the measures shall be communicated to the other Party;
- k. take all measures necessary to prevent the introduction of alien aquatic species into the Watercourses which may have detrimental effects on the ecosystem;



- l. maintain and protect the Watercourses and related installations, facilities and other works in order to prevent pollution or environmental degradation; and
 - m. ensure, to the best of their ability, that the Watercourses and related installations, facilities and other works are used exclusively for peaceful purposes consonant with the principles enshrined in the 2000 SADC Revised Protocol on Shared Watercourses and in the Charter of the United Nations and are inviolable in time of international as well as internal conflicts.
3. The utilisation of the Watercourses in an equitable manner within the meaning of sub-Article (2) (f) requires consideration of all relevant factors and circumstances including:
- a. geographical, hydrological, hydrogeological, climatic, ecological and other factors of a natural character;
 - b. the social and economic needs of the Parties;
 - c. the effects of the use of the Watercourses by one Party on the other Party;
 - d. existing and potential uses of the Watercourses; and
 - e. guidelines and agreed standards to be adopted.



ARTICLE4
ESTABLISHMENT OF THE BUPUSA
WATERCOURSES COMMISSION

1. The Parties hereby establish the Commission.
2. The Commission shall be an international organization and shall have *legal persona* with capacity and power to enter into contracts, acquire, own or dispose of movable or immovable properties and to sue and be sued.
3. The privileges and immunities to be enjoyed by the Commission and its staff in the territory of a Party shall be listed in a separate agreement concluded between the Commission and the Party concerned.
4. The headquarters of the Commission shall be established in the territory of one of the Parties.
5. In the event that, the hosting Party is no longer able to continue being the host, the headquarters of the Commission shall be relocated in the territory of the other Party.
6. The provisions of this Agreement, shall not affect the rights and obligations of the Parties, arising from the other Agreements relating to BUPUSA Watercourses.
7. Without prejudice to the notification provisions herein, nothing in this Agreement shall affect the prerogative of the Parties to enter into any other agreements amongst themselves in relation to any part of the Buzi, Pungwe and Save Watercourses, provided that such agreements are not



inconsistent with this Agreement.

ARTICLE 5
ORGANS OF THE COMMISSION

1. The following organs are hereby established:
 - a. the Council of Ministers (hereinafter referred to as "the Council");
 - b. the Technical Committee; and
 - c. the Secretariat.

2. The powers and functions of the organs created in terms of this Article are defined in Articles 7, 9 and 11.

3. The Council may establish other appropriate organs as may be necessary for the implementation of this Agreement.

ARTICLE 6
THE COUNCIL OF MINISTERS

1. The Council established under Article 5 shall comprise the Ministers responsible for water resources and related areas of the respective Parties.

2. The Council shall be the supreme decision-making body of the Commission.

3. The Council shall meet at least once annually in ordinary sessions and may meet in extraordinary sessions at the request of either Party.

4. The Minister of the hosting Party shall chair the meetings.



5. The chairing of the annual ordinary session shall be on a rotational basis. The chairperson shall legally represent the Commission in such capacity until the next annual ordinary session.
6. A decision by the Council shall be by consensus. In the event that consensus is not reached during a session, the matter shall be deferred to the next session.
7. In the event that the Parties fail to reach consensus on a matter which was deferred to the next session as referred to in Article 6 (6) above, such matter shall be submitted for consideration through diplomatic channels to the Principles for their direction.

ARTICLE 7
POWERS AND FUNCTIONS OF THE COUNCIL OF
MINISTERS

1. The powers and functions of the Council shall be to—
 - a. approve the rules of procedure which shall govern its meetings and any other procedures of all the organs of the Commission;
 - b. approve policies providing guidance on the promotion, support, cooperation and coordination of joint activities and projects for the sustainable development, utilisation, conservation and management of the BUPUSA Watercourse and related resources;
 - c. address and resolve issues related to the BUPUSA Watercourses;
 - d. review and approve technical recommendations;



- e. approve the plans, programmes and projects of the Commission;
 - f. endorse the selection of the Executive Secretary of the Commission;
 - g. approve the budget for the Commission;
 - h. determine and approve, in accordance with the financial rules, the contribution of each Party towards the budget of the Commission;
 - i. allow representatives of non-Member States or international organisations to attend its meetings as observers and determine the terms and conditions for such attendance;
 - j. adopt terms and conditions for the prevention and resolution of conflicts related to the use of the Watercourses; and
 - k. approve financial statements and appoint external auditors in accordance with the financial policies, rules and procedures of the Commission.
2. The Council may, in writing, delegate some of its functions to the Technical Committee.

ARTICLE 8
TECHNICAL COMMITTEE

1. The Technical Committee shall consist of two (2) delegations, each representing the Parties.



2. Each delegation shall consist of not more than four (4) permanent members and may be accompanied by not more than three (3) advisors, unless otherwise determined by the Technical Committee.
3. Each Party shall notify the other Party, on the first meeting after the appointment or termination of the permanent members of its delegation.
4. One (1) of the permanent members of each delegation shall be appointed by the Party concerned as the leader of its delegation, and such appointment shall be made in writing.

ARTICLE 9
FUNCTIONS OF THE TECHNICAL COMMITTEE

The Technical Committee shall, for the purpose of implementing this Agreement, perform the following functions:

- a. implement policies and decisions of the Council and such other tasks as maybe assigned by Council from time to time;
- b. serve as technical advisor to the Council on matters relating to the development, utilisation and conservation of the water resources of the BUPUSA Watercourses;
- c. develop Strategic Plans for the BUPUSA Watercourses and recommend them to the Council for approval;
- d. formulate recommendations on matters for decision by the Council;
- e. recommend for approval by the Council the appointment of the technical



personnel of the Secretariat;

- f. take action on the recommendations and reports of the Secretariat;
- g. consider and recommend for approval by the Council, the technical, economic and financial terms of programmes and projects aimed at the conservation, development and general use of the Watercourses;
- h. consider and recommend for approval by the Council, the technical, economic, financial and legal background information for the preparation and implementation of Watercourses related management plans;
- i. consider and recommend for approval by the Council, the quarterly, semi-annual, annual and multi-annual work plans of the Commission;
- j. consider and recommend for approval by the Council, the Commission's programme and project implementation reports;
- k. monitor, provide oversight and advice on joint transboundary water resource related projects and programmes implemented within the Watercourses;
- l. approve the terms of reference for experts and consultants to be recruited for the implementation of the projects and other tasks relating to the Watercourses;
- m. attend to all aspects related to the efficient and effective collection, processing and dissemination of data and information about the BUPUSA Watercourses;
- n. develop contingency plans and measures for preventing and responding



to harmful conditions, resulting from natural or manmade causes;

- o. perform such other functions pertaining to the development and utilisation of the Watercourses which the Council may assign to the Technical Committee; and
- p. establish *ad hoc* or standing working groups, comprising representatives from the Parties as may be necessary for the implementation of this Agreement.

ARTICLE 10

MEETINGS OF THE TECHNICAL COMMITTEE

1. The Technical Committee shall meet at least twice a year in ordinary sessions and may meet in extraordinary sessions at the request of any one of the Parties.
2. The quorum for a meeting of the Technical Committee shall consist of three (3) permanent members from each delegation of the Parties.
3. Unless otherwise determined by the Technical Committee, ordinary meetings shall take place on the basis of rotation in the territory of one of the Parties.
4. The Technical Committee shall determine the date and time of all meetings, as well as the Party in whose territory such meetings shall take place.
5. The leader of the delegation hosting a meeting of the Technical Committee shall, in respect of that meeting act as a chairperson and shall



be responsible for making a suitable venue available for that meeting.

6. The Technical Committee shall make every effort to adopt decisions based on the consensus. If all efforts for a consensus on a matter at a meeting of the Technical Committee have been exhausted and no agreement is reached, the matter shall be dealt with at the next meeting of the Technical Committee.
7. In case consensus is not reached at the second meeting of Technical Committee, such matters shall be referred to the Council.
8. The Technical Committee shall determine its own rules of procedure.

ARTICLE 11

THE SECRETARIAT

1. The Secretariat shall be the administrative body of the Commission, and shall be responsible, *inter alia*, for—
 - a. strategic planning and management of the programmes of the Commission;
 - b. implementation of the decisions of the Commission;
 - c. organising and managing the meetings of the Commission and provide general logistics for the meetings;
 - d. establish and maintain a transboundary water resources database and disseminate data and information in compliance with the provisions of the JWC, BUPUSA Agreements;



- e. communication in relation to the Commission;
- f. financial and general administration;
- g. representation and promotion of the Commission;
- h. coordination and harmonisation of the strategies and policies of the Commission;
- i. monitor and report on compliance with the Joint Water Commission, BUPUSA Agreements, which report is to be submitted to the Technical Committee;
- j. facilitate the implementation of transboundary projects and the execution of other activities under the guidance, coordination and supervision of the Council and in close cooperation with the Technical Committee;
- k. mobilising resources for the general operations of the Commission, as well as for technical studies and other transboundary projects, including liaison with International Cooperating Partners;
- l. prepare and submit the annual work plan and budget for approval by the Technical Committee and the Council;
- m. facilitate the development of administrative, financial and human resources policies, rules and procedures for approval by the Council;
- n. facilitate the development of terms and conditions for the prevention and resolution of conflicts related to the use of water



resources of common interest in the three Watercourses for approval by Council; and

- o. facilitate and coordinate the participation of stakeholders and national institutions in transboundary water resources management activities.

2. The Secretariat shall comprise of —

- a. the Executive Secretary; and

- b. such members and categories of technical and administrative support personnel as may be approved from time to time by the Council.

3. The Secretariat shall be headed by the Executive Secretary who shall be selected through a competitive recruitment process and shall not come from the hosting Party.

4. The Executive Secretary must be a citizen of the Parties to this Agreement.

5. The term of office of the Executive Secretary shall be for a period of five (5) years renewable once if the Parties agree to the renewal.

ARTICLE 12

FINANCIAL ARRANGEMENTS



1. Each Party shall make an annual financial contribution to the Commission, the amount of which shall be determined by the Parties through the Council as guided by the financial rules of the Commission.
2. The budget of the Commission shall be drawn from annual financial contributions by the Parties, donations, grants and loans from bilateral and multilateral organisations, monies raised internally, and sources of funding agreed to by the Council.
3. Upon the entry into force of this Agreement, a transitional mechanism jointly managed by the Parties shall be set up to handle initial financial contributions.
4. Unless specified by the Council, contributions by the Parties to projects implemented by the Commission may either be in cash or in kind. Contributions in kind include staff time, expertise, training facilities, services, office accommodation and equipment or any other contributions as may be agreed to by the Council from time to time.
5. Each 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.
6. The Secretariat shall draft a budget which shall include the costs of hosting meetings and the activities related to the operationalisation of the Agreement.
7. 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 Council.



ARTICLE 13
NON-COMPLIANCE

1. In the event of any Party failing to fulfil its obligations under this Agreement, such Party shall forthwith, and no later than thirty (30) days after such failure, send written communication to the other Party through the Secretariat explaining the failure and setting forth the reasons thereof, including any measures taken to remedy such failure.
2. Upon receipt of the written communication from either Party, the Secretariat shall immediately facilitate as may be necessary to secure the fulfilment of the obligations in question.
3. In the event that the result anticipated in sub-Article (2) is not achieved within six (6) months, the matter shall be referred the Council for its guidance.

ARTICLE 14
ENTRY INTO FORCE AND DURATION

1. This Agreement shall enter into force thirty (30) calendar days after the last notification to the Depository, by the Parties that their respective constitutional procedures have been complied with.
2. This Agreement shall be valid for an initial period of fifteen (15) years and thereafter shall be renewed automatically for a ten (10) year period unless either Party gives notice to terminate the Agreement.



ARTICLE 15**AMENDMENT(S) TO THE AGREEMENT**

1. Either Party may propose amendment(s) to this Agreement, which amendment(s) shall be communicated by an Exchange of Notes between the Parties through diplomatic channels.
2. This Agreement shall be amended by mutual consent of the Parties and the amendment(s) shall enter into force thirty (30) days after the date of the last notification to the Depository by the Parties.
3. The Parties may include in the rules of procedure of the Commission detailed steps for the amendment(s) of this Agreement.

ARTICLE 16**SETTLEMENT OF DISPUTE(S)**

1. Any dispute(s) between the Parties arising from the interpretation or implementation of this Agreement shall be settled amicably through consultations and negotiations between the Parties through the Council. Such disputes shall be settled within one (1) year from the date on which negotiations were requested.
2. In the event that such disputes are not settled within one (1) year by the Council, the disputes shall be referred by the Parties through diplomatic channels to the principles for their guidance.
3. In the event of a dispute resulting from an emergency situation, the Parties shall meet within twenty-four (24) hours and resolve the issue within a reasonable period to ensure the emergency situation is contained.

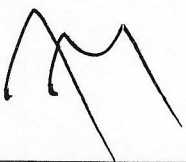


ARTICLE17
TERMINATION

1. This Agreement may be terminated by either Party by giving the other Party twelve (12) months' written notice in advance of its intention to terminate this Agreement through diplomatic channels. The termination of this Agreement shall only commence after the expiry of the twelve (12) month notice period.
2. At the termination of this Agreement, its provisions shall continue to govern any unexpired or existing obligations or projects and shall be carried out to their completion as if this Agreement is still in force.

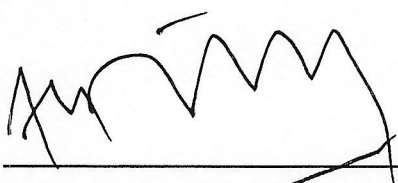
ARTICLE18
DEPOSITORY OF AGREEMENT

1. The Executive Secretary for SADC shall be the Depository for this Agreement.
2. The last Party to complete the internal processes of ratification shall inform the other Party and shall be responsible for registering the Agreement with SADC within thirty (30) days.
3. The last Party to complete the internal processes of ratification shall request SADC to register this Agreement with the United Nations.



IN WITNESS WHEREOF, the undersigned being the duly nominated and authorised representatives of the Parties hereto have agreed to and signed this Agreement in two (2) originals in the English and Portuguese languages, both texts being equally authentic.

SIGNED AT Harare on this 17th day of May 2023.



**FOR THE REPUBLIC
OF ZIMBABWE**



**FOR THE REPUBLIC OF
MOZAMBIQUE**