

REPUBLIC OF ZIMBABWE



REPUBLIC OF MOZAMBIQUE

AGREEMENT

BETWEEN

THE REPUBLIC OF ZIMBABWE

AND

THE REPUBLIC OF MOZAMBIQUE

FOR

THE HOSTING OF THE BUPUSA COMMISSION
SECRETARIAT

PREAMBLE

WHEREAS the Republic of Zimbabwe and the Republic of Mozambique, hereinafter jointly referred to as “the Parties” and individually as “the Party”;

GUIDED by the Agreement signed on 17 May 2023 at Harare, between the Parties for the establishment of the BUPUSA Commission;

RECOGNIZING that the Parties, shall on a rotational basis, host the BUPUSA Commission Secretariat;

NOTING that the Parties agree to establish the BUPUSA Commission Secretariat in the Parties on rotational basis, and by it permit the effective performance of its functions, as well as assure a functional realization, exempt of and embrace its rights and competences, the Parties commit to grant it upon the secretary and to its officials, privileges and similar immunities to them granted as those of diplomatic representatives in the light of International Law;

NOW THEREFORE, the Parties agree as follows:



ARTICLE 1
OBJECTIVE

The objective of this Agreement is to establish the legal terms and conditions under which the Parties shall host the BUPUSA Commission Secretariat.

ARTICLE 2
LOCATION OF HEAD QUARTERS AND SUB-OFFICES

1. The hosting of the BUPUSA Commission Secretariat will be on a ten (10) year rotational basis between the Parties.
2. For the first fifteen (15) years, the BUPUSA Commission Secretariat shall have its seat in the Republic of Mozambique and thereafter, revert to a ten (10) year cycle within the BUPUSA river basins.
3. The location of the sub-offices shall be agreed upon by the Council of Ministers.
4. The BUPUSA Commission Secretariat shall be permitted to display its flag and those of the member States.

ARTICLE 3
SCOPE OF THE AGREEMENT

The Agreement shall spell out the legal terms and conditions that shall apply to the hosting arrangement of the BUPUSA Commission Secretariat.

ARTICLE 4
LEGAL STATUS OF THE COMMISSION



1. The BUPUSA Commission shall have *legal persona* as provided for in Article 4 (2) of the BUPUSA Commission Agreement and shall have power to:-

- a) sue and be sued in its own name;
- b) acquire or dispose movable and immovable property in accordance with the laws in force in the hosting Party; and
- c) perform its functions as stipulated in the BUPUSA Commission Agreement.

2. The Parties hereby recognize the international status of the BUPUSA Commission and shall accord it the legal status applicable under its laws.

ARTICLE 5 PRIVILEGES AND IMMUNITIES

1. The hosting Party shall accord to the Executive Secretary of the BUPUSA Commission the same privileges and immunities, exemptions and facilities enjoyed by diplomatic representatives and heads of international organizations of similar rank in accordance with its laws and regulations.

2. The international staff of the BUPUSA Commission shall enjoy the following:

- a) Immunity from legal processes in respect of words spoken or written and all acts performed by them in their official capacity;
- b) immunity from imprisonment or detention;
- c) immunity from seizure of personal baggage and official papers and/or documents;
- d) immunity from civil and penal jurisdiction, together with the family;



- e) freedom of movement throughout the national territory, with the exception of the areas which by their nature are restricted for safety reasons;
 - f) right to conduct foreign exchange operations in the same terms as diplomats, consular representatives or similar status in accordance with the applicable laws; and
 - g) the privilege to transfer funds outside of the hosting Party in any foreign currency in terms of applicable laws of this matter.
3. The immunities and privileges under this Article which are granted to the Executive Secretary and the staff of the BUPUSA Commission may be waived by the BUPUSA Commission Council of Ministers in cases where, in the Council's opinion, such immunity would impede the course of justice and may be waived without prejudice to the interests of the BUPUSA Commission.
4. The officials of the BUPUSA Commission who are nationals of, or permanently resident in the hosting Party shall enjoy privileges and immunities only to the extent permitted by the hosting Party under its laws.

ARTICLE 6

INTERIM SECRETARIAT

1. Until the creation of the permanent Secretariat, an interim Secretariat shall be established, with an *ad-hoc* character, in order to exercise the authority to sign the agreement, implement functions and exercise all activities that would normally be assigned to the permanent Secretariat.
2. The interim Secretariat until its dissolution shall have the immunities attributed to the permanent Secretariat.



ARTICLE 7

GUARANTEES PROVIDED BY THE HOSTING PARTY

1. The hosting Party undertakes to allocate offices to function as the headquarters of the BUPUSA Commission, as well as to provide other accessories in order to meet the objectives of this agreement.
2. The hosting Party also undertakes, in coordination with the Joint Water Commission, to identify and provide sub-offices to meet the objectives of this agreement.
3. The hosting Party undertakes to carry out all the necessary process for the attribution and recognition of the necessary immunities and benefits for the members of the permanent Secretariat, as well as for the members of the interim Secretariat.

ARTICLE 8

PROPERTY AND ASSETS

1. The office and the archives of the BUPUSA Commission Secretariat shall be inviolable and constitute property and assets of the BUPUSA Commission, wherever located and by whomsoever legally held. They shall enjoy immunity from every form of legal process, except insofar as in any particular case where immunity has expressly been waived. Waiver of immunity from legal process shall not be held to imply waiver of immunity in respect of any measure of execution, for which a separate waiver shall be necessary.
2. No officer or official of the Parties or person exercising any public authority, shall enter the BUPUSA Commission offices to perform any duties therein except with the prior written consent of, and under the conditions approved by the Executive Secretary. The Executive Secretary's consent to such entry shall be presumed in the event of occurrence of fire or other analogous emergency requiring urgent action.



3. The BUPUSA Commission offices shall not be used in any manner incompatible with the functions of the Secretariat.

ARTICLE 9
TAX EXEMPTIONS

1. The BUPUSA Commission, its assets, premises and other properties shall be exempt from all taxes permissible under the laws of the hosting Party.
2. The hosting Party shall provide to the BUPUSA Commission, in accordance with its domestic laws, immunities, exemptions from customs duties and prohibition and restrictions on imports in respect to articles (equipment and materials, including vehicles) imported or exported by the BUPUSA Commission for its official use and for implementation or completion of its projects. The sale and transfer of goods imported duty and tax free shall be in accordance with the applicable legislation.
3. Any goods exempted from payment of customs duties shall be disposed of within the hosting Party using the relevant applicable laws and regulations.
4. Tax exemptions relating to salaries and paid emoluments by the Secretariat shall conform with the existing laws and regulations applicable to diplomatic representatives in the hosting Party.

ARTICLE 10
COMMUNICATION AND PUBLICATIONS

1. The BUPUSA Commission shall enjoy treatment no less favorable than that accorded by the hosting Party to diplomatic missions in regard to communication.



2. All official communications to and from the BUPUSA Commission offices, by whatever means or in whatever form, shall be transmitted subject to the applicable relevant laws.

**ARTICLE 11
SETTLEMENT OF DISPUTE(S)**

Any dispute between the Parties on the interpretation and implementation of this Agreement shall be settled amicably, through consultations and negotiations among the Parties.

**ARTICLE 12
AMENDMENT(S)**

The Parties may at any time amend this Agreement, and the acceptance of a proposed amendment shall be by mutual consent, it must be submitted in writing and signed by all Parties.

**ARTICLE 13
TERMINATION OF AGREEMENT**

1. Any of the Parties may terminate this Agreement by giving the other Parties six (6) months written notice through the mode of communication established in terms of this Agreement.
2. Unless otherwise jointly decided by the Parties, the termination of this Agreement shall not affect the validity or duration of any co-operation activities, programmes, arrangements or measures and projects that were ongoing prior to its termination. Such activities, programmes, arrangements or measures and projects, will remain in force until they have been duly completed.

**ARTICLE 14
DEPOSITARY**

This Agreement shall be deposited with the Secretariat of the Southern Africa Development Community.

ARTICLE 15




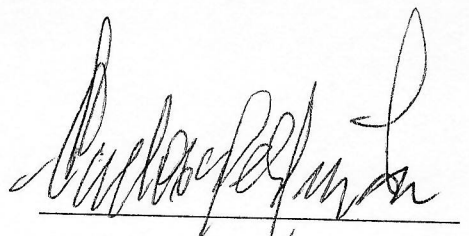
ENTRY INTO FORCE

The Agreement shall enter into force thirty (30) calendar days after notification by the Parties to the Depository that the procedures and requirements of the domestic laws of both Member States were fulfilled.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed and sealed this Agreement in duplicate in the English and Portuguese languages, both texts being equally authentic.

SIGNED AT HARARE on the 17th day of ... MAY 2023


FOR AND ON BEHALF OF
THE REPUBLIC OF ZIMBABWE


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THE REPUBLIC OF MOZAMBIQUE