

AGREEMENT
BETWEEN THE GOVERNMENTS OF THE REPUBLIC OF ANGOLA,
THE REPUBLIC OF BOTSWANA, AND THE REPUBLIC OF NAMIBIA
ON THE ESTABLISHMENT OF A PERMANENT
OKAVANGO RIVER BASIN WATER COMMISSION (OKACOM)
DONE AT WINDHOEK, 16 SEPTEMBER 1994¹

PREAMBLE

The Governments of the Republic of Angola, the Republic of Botswana and the Republic of Namibia (hereinafter referred to as the "Contracting Parties"),

MINDFUL of the need to maintain the tradition of good neighbourliness and close co-operation between the Contracting Parties;

CONSIDERING the existing and emerging socio-economic development programmes in the Okavango River Basin and their influence on the environment;

RECOGNISING the importance and relative paucity of the water resources in the Okavango River Basin in particular and the Southern African Region in general;

ACCEPTING the concepts of environmentally sound natural resource management, sustainable development and the equitable utilization of shared watercourse systems as reflected in the relevant provisions of Agenda 21 of the United Nations Conference on the Environment and Development held at Rio de Janeiro in June 1992;

BEARING in mind the Helsinki Rules on the use of the waters of international rivers as approved at the 52nd Conference of the International Law Association in 1966;

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

DESIROUS to consolidate the existing friendly relations by promoting co-ordinated and environmentally acceptable regional water resources development objectives;

HEREBY agree as follows:

Article 1. - Establishment of a Permanent Okavango River Basin Water Commission

1.1 The Contracting Parties hereby establish and undertake to maintain a Permanent Okavango River Basin Water Commission (OKACOM) (hereinafter referred to as the "Commission").

1.2 The objective of the Commission shall be to act as technical advisor to the Contracting Parties on matters relating to the conservation, development and utilization of water resources of common interest to the Contracting Parties and shall perform such other functions pertaining to the development and utilisation of such resources as the Contracting Parties may from time to time agree to assign to the Commission.

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

¹ Entry into Force: 15 September 1994.

performance of its functions, and shall notify the Commission of any proposed development or other matter which falls within the functions of the Commission.

Article 2 - Composition of the Commission

- 2.1 The Commission shall consist of three delegations representing the Contracting Parties.
- 2.2 Each delegation shall consist of not more than three members to be appointed by the Contracting Party concerned.
- 2.3 One member of each delegation shall be designated by the Contracting Party concerned as leader of its delegation.
- 2.4 The leader of a delegation may coopt any number of persons as advisors to his or her delegation, but not more than three may be present at a Commission meeting, unless otherwise agreed upon by the Commission in any particular case.

Article 3 - Meetings of the Commission

- 3.1 The Commission shall meet at least once per year, but more meetings may take place according to the need for such meetings.
- 3.2 Meetings of the Commission shall be convened as agreed upon by the three delegations. The venue of meetings shall alternate between the Contracting Parties unless the respective delegations determine otherwise for a particular meeting.
- 3.3 The leader of the delegation hosting a particular meeting of the Commission, shall in respect of that meeting be chairperson, and will be responsible for the preparation and timeous distribution of the agenda, including all supporting documentation, for the recording of the minutes and for making available a suitable venue.
- 3.4 Six members of the Commission, at least two of whom shall be of each delegation, shall form a quorum.
- 3.5 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 Contracting Parties by the respective delegations for further negotiation.
- 3.6 The Commission shall determine its own rules of procedures.

Article 4 - Functions of the Commission

The functions of the Commission shall be to advise the Contracting Parties on:

- 4.1 Measures and arrangements to determine the long term safe yield of the water available from all potential water resources in the Okavango River Basin;
- 4.2 The reasonable demand for water from the consumers in the Okavango River Basin;
- 4.3 The criteria to be adopted in the conservation, equitable allocation and sustainable utilization of water resources in the Okavango River Basin;

4.4 The investigations, separately or jointly by the Contracting Parties, related to the development of any water resources in the Okavango River Basin, including the construction, operation and maintenance of any water works in connection therewith;

4.5 The prevention of the pollution of water resources and the control over aquatic weeds in the Okavango River Basin;

4.6 Measures that can be implemented by any one or all the Contracting Parties to alleviate short term difficulties resulting from water shortages in the Okavango River Basin during periods of drought, taking into consideration the availability of stored water and the water requirement within the territories of the respective Parties at that time;

4.7 Such other matters as may be determined by the Commission.

Article 5 - Powers of the Commission

5.1 In pursuance of the provisions of Article 4, 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 Contracting Parties and may exercise any power or make any decision relating thereto as may be agreed upon by the Contracting Parties from time to time.

5.2 The advice of the Commission to the Contracting Parties on any matter referred to in Article 4 shall, if required by a Contracting 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.

5.3 Any report prepared by the Commission on any matter referred to in Article 4 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 costs between the Contracting Parties.

5.4 The Commission shall in all its deliberations and recommendations to the Contracting Parties have regard for the interests any other State may have in any water resource of common interest between the Contracting Parties and that State.

Article 6 - Financial Arrangements

6.1 Each Contracting 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 coopted as advisor to its delegation by the leader concerned in terms of Article 2.4.

6.2 The Contracting 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.

6.3 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 Contracting Parties, unless otherwise agreed by the Commission.

Article 7 - Concluding Provisions

7.1 This Agreement shall come into force on the date of the signing thereof and a Party may withdraw from this Agreement upon the expiry of six months from the date of giving a written notice to that effect to the other Contracting Parties.

7.2 A Contracting Party who has withdrawn from this Agreement shall cease to enjoy all rights and benefits under this Agreement, but shall remain bound to its obligations hereunder for a period of twelve months from the date of its withdrawal coming into effect.

7.3 Any amendment to this Agreement shall be effected in writing by the Contracting Parties.

7.4 Any dispute as to the interpretation or implementation of any Article of this Agreement shall be settled by the Contracting Parties.

IN WITNESS WHEREOF the Contracting Parties hereto, acting through their respective representatives hereunto duly authorised, have caused this Agreement to be signed in their respective names.

DONE at Windhoek on the 15th day of September 1994 in three original texts, two texts in the English and one texts in the Portuguese language, all texts being equally authentic.

REPUBLIC OF ANGOLA,

REPUBLIC OF BOTSWANA

REPUBLIC OF NAMIBIA