

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF ANGOLA

AND

THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA

ON THE  
ESTABLISHMENT OF  
CUVELAI WATERCOURSE COMMISSION  
(CUVECOM)



## PREAMBLE

The Government of the Republic of Angola represented by Ministry of Energy and Water and The Government of the Republic of Namibia represented by Ministry of Agriculture, Water and Forestry. (Jointly hereinafter referred to as the "Parties" and in the singular as a "Party"),

CONSIDERING the relative paucity of the water resources in the Southern African Region

RECOGNISING the importance of the mutually shared and extremely scarce water resources of the Cuvelai Watercourse;

BEARING IN MIND the principles of regional economic integration and cooperation advocated in the Treaty of the Southern African Development Community (SADC);

CONSCIOUS that collaboration between the Parties with regard to the development of water sources of common interests could significantly contribute towards the peace, security, welfare, mutual benefit and prosperity of their people;

RECALLING the modern principles and norms reflected in international and regional water law respectively embodied in the Convention on the Law of the Non-Navigational Uses of International Watercourses adopted by the United Nations General Assembly and the Revised Protocol on Shared Watercourses in the SADC Region;

COMMITTED towards the realisation of the principles of integrated water resource management, sustainable resource utilization and the preservation of the natural environment;

DESIROUS to extent and consolidate the existing tradition of good neighbourliness, friendly relations and close cooperation between the parties by promoting the coordinated and sustainable development of all the resources of the Cuvelai Watercourse;

HEREBY agree as follows:



## ARTICLE 1 DEFINITIONS

In this Agreement, unless the context otherwise indicates -

**"Budget"** means resources, funds of the Commission available at any given time for implementation of programmes, projects and activities of the Commission as provided for by Article 16 of this Agreement;

**"Commission"** means the Cuvelai Watercourse Commission established in terms of Article 3 of this Agreement (hereinafter called the "Commission" or "CUVECOM");

**"Council"** means the Council of Ministers established in terms of Article 6 of this Agreement;

**"Cuvelai Watercourse"** means the system of surface and ground waters of the Cuvelai consisting by virtue of their physical relationship a unitary whole, flowing normally into a common terminus, the Etosha Pan;

**"Emergency"** means a situation resulting suddenly either from natural causes or from human conduct and causing or posing an imminent threat of causing serious harm to the Cuvelai Watercourse or to a Party

**"Equitable and reasonable utilization (ERU)"** means equitable and reasonable utilization as provided for under Article 3 (7) (a) and (b), and Article 3 (8)(a) and (b) of the SADC Protocol;

**"Executive Secretary"** means the Executive Secretary provided for in terms of Article 10 of this Agreement;

**"Party/Parties"** means the Governments mentioned in the Preamble from which this Agreement has entered into force;

**"SADC"** means the Southern African Development Community;

**"SADC Protocol"** means The Revised Protocol on Shared watercourses in the Southern African Development Community, adopted in August 2000;

**"Secretariat"** means the Secretariat established in terms of Article 10 of this Agreement;



**"Technical Committee"** means the Technical Committee established in terms of Article 8 of this Agreement;

**"Tribunal"** means the Tribunal of the SADC established in terms of Article 14 of the Treaty of the Southern African Development Community, adopted in 1992;

**"Significant harm"** means non-trivial harm capable of being established by objective evidence without necessarily rising to the level of being substantial.

## ARTICLE 2 SCOPE OF THE AGREEMENT

This Agreement shall apply to the Cuvelai Watercourse as defined in Article 1 hereunder.

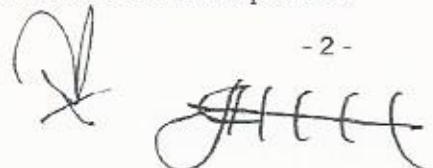
## ARTICLE 3 ESTABLISHMENT OF THE CUVELAI WATERCOURSE COMMISSION

- 3.1 The Parties hereby establish and undertake to maintain the Cuvelai Watercourse Commission (hereinafter referred to as the "Commission" or "CUVECOM") in accordance with the provisions of this Agreement.
- 3.2 The Commission shall be an international watercourse organisation, with legal personality, in accordance with the legal systems of each of the Parties. The legal capacity of the Commission is limited to the powers and actions that are strictly necessary for the achievement of the objectives and functions of this Agreement.
- 3.3 In the absence of an agreement to the contrary, nothing in this Agreement shall affect the rights and obligations of a Party arising from other agreements in force prior to the date this Agreement comes into force for such a Party.
- 3.4 The headquarters of the Commission shall be determined by the Council at its first ordinary session.

## ARTICLE 4 OBJECTIVE AND FUNCTIONS OF THE COMMISSION

- 4.1 The Commission shall serve as an advisor to the Parties on matters relating to the equitable and reasonable utilization, sustainable development and efficient management of the water resources of the Cuvelai Watercourse and shall perform

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such other functions pertaining to the integrated water resources management in the Cuvelai Watercourse as the Parties may agree to assign to the Commission.

4.2 To that end the Commission shall have the following functions:

- a) collect, evaluate and disseminate all data and information on the Cuvelai Watercourse as may be necessary for the implementation of this Agreement;
- b) establish joint early warning systems against extreme events (floods, droughts and other disaster situations);
- c) take measures and arrangements to determine the long term safe yield of the water sources in the Cuvelai Watercourse;
- d) carry out jointly or separately research and investigations with regards to the development of the Cuvelai Watercourse, including any project or construction, operation and maintenance of any water works;
- e) promote, support, coordinate and harmonise the management and development of the water resources of the Cuvelai Watercourse;
- f) advise the Parties on the planning, management, utilization, development, protection and conservation of the Cuvelai Watercourse as well as on the role and position of the Public with regard to such activities and the possible impact thereof on social and cultural heritage matters;
- g) advise the Parties on measures necessary for the avoidance of disputes and assist in the resolution of conflicts between the Parties with regard to the planning, management, utilization, development, protection and conservation of the Cuvelai Watercourse;
- h) foster greater awareness among the inhabitants along the Cuvelai Watercourse of the equitable and reasonable utilization and the efficient management and sustainable development of the resources of the Cuvelai Watercourse;
- i) co-operate with the institutions of SADC as well as other relevant international and national organisations where necessary;



- j) promote and assist in the harmonization of national water policies and legislative measures;
- k) carry out such other functions and responsibilities as the Parties may assign from time to time.

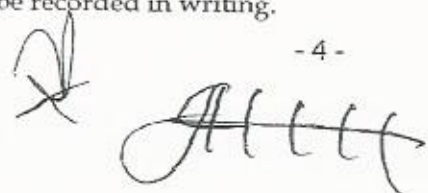
**ARTICLE 5**  
**ESTABLISHMENT OF ORGANS OF THE COMMISSION**

- 5.1 In order for the Commission to discharge the functions entrusted to it, the following organs are hereby established:
- a) The Council of Ministers;
  - b) The Technical Committee; and
  - c) The Secretariat.
- 5.2 other organs may be established as necessary

**ARTICLE 6**  
**COUNCIL OF MINISTERS**

- 6.1 The Council shall comprise of at least one Minister responsible for water resources management and development from each of the Parties, and shall be the policy and decision making organ of the Commission.
- 6.2 The Council shall meet once annually in ordinary session on rotational basis in the territory of one Party and may meet in extraordinary session at the request of any of the Parties. The extraordinary session of the Council shall be held at a venue confirmed by the Executive Secretary of the Commission in consultation with the Chair.
- 6.3 The chair of the Council shall be held in turns by each Party for a period of twelve months. The first hosting country of the first ordinary session shall chair the meeting and remain chairperson until the next ordinary session.
- 6.4 The Chairperson, in consultation with the other Party or as directed by the Council may invite observers to observe the Council meetings whenever deemed necessary.
- 6.5 Decisions of the Council shall be by consensus and shall be recorded in writing.

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6.6 The Council shall adopt its own rules of the procedure.

**ARTICLE 7**  
**FUNCTIONS AND POWERS OF THE COUNCIL**

7.1 The functions of the Council shall be to:

- a) adopt policies and decisions and provide other necessary guidance on the promotion, support and coordination of the effective management, sustainable development, reasonable and equitable utilisation of the water resources of the Cuvelai Watercourse;
- b) oversee the implementation of the plans, programmes and projects of the Commission;
- c) approve the budgets of the Commission;

7.2 The powers of the Council shall be to:

- a) appoint an Executive Secretary of the Commission;
- b) appoint the members of the Technical Committee;
- c) conclude agreements with the Parties, and / or on behalf of the Parties, enter into agreements or any other arrangements with other States, institutions or international organisations;
- d) allow representatives of non-Parties or international organisations to attend its meetings as observers and determine the terms and conditions for such attendance;
- e) evaluate programmes and projects with regard to the Cuvelai Watercourse and where necessary conduct or commission studies for purposes of evaluating, harmonising or co-ordinating such programmes or projects;
- f) entertain, address and resolve differences or disputes arising in connection with the interpretation or implementation of this Agreement, referred to it by any of the Parties, the Technical Committee, the Secretariat or any Party and



make recommendations to the Parties with a view to arriving at an amicable settlement thereof;

- g) appoint commissions of enquiry where necessary;
- h) decide on the course of action to be taken in the event of non-compliance with the provisions of this Agreement; and,
- i) decide on any other matter referred to it by the Technical Committee or the Secretariat.

#### ARTICLE 8 THE TECHNICAL COMMITTEE

- 8.1 The Technical Committee shall comprise of no more than three delegations from each Party and /or such number of advisors/experts as each Party may determine.
- 8.2 The Technical Committee shall meet once annually in ordinary session, before the ordinary session of the Council and may meet in extraordinary session at the request of the Secretariat or one of the Parties through the Secretariat.
- 8.3 The Technical Committee shall be chaired by the Parties on the rotational basis and the persons so chairing shall function in such capacities until the next annual ordinary session.
- 8.4 Decisions of the Technical Committee shall be by consensus and shall be recorded in writing.
- 8.5 The quorum for meetings of the Technical Committee shall be four members (two delegates from each Party).

#### ARTICLE 9 FUNCTIONS AND POWERS OF THE TECHNICAL COMMITTEE

- 9.1 The functions of the Technical Committee shall be to:
  - a) implement policies and decisions of the Council and such other tasks as may be assigned by Council from time to time;

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- d) recommend the plans, programmes and projects to be developed and implemented by the Secretariat to the Council for approval;
- e) propose the appointment of the Executive Secretary to the Council and develop the terms and conditions of his or her service or employment;
- f) recommend the annual budget of the Commission before the beginning of the financial year to the Council for approval;
- g) recommend the annual accounts of the Commission to the Council for approval;
- h) appoint independent external auditors and fix their fees and remuneration at the beginning of each financial year according to terms and conditions defined by the Council;
- i) adopt staff and financial rules, and rules of procedure for the organs of the Commission according to terms and conditions defined by the Council ;
- j) determine in accordance with the financial rules, the annual contribution of each Party towards the budget of the Commission according to terms and conditions defined by the Council ;
- k) develop the Strategic Plan for the Cuvelai Watercourse and present it to the Council for approval;
- l) develop and propose for consideration and approval by the Council, rules of application to facilitate Equitable and Reasonable Utilisation (ERU) of the Cuvelai Watercourse, including and not limited to:
  - i. establishing strategic hydrometric stations on the Cuvelai Watercourse to capture the relevant hydrological data;
  - ii. developing and establishing early warning systems against extreme events (floods, droughts and other disaster situations) and procedures to sound alarms for such events; and,
  - iii. instituting a monitoring mechanism for water abstractions and intra watercourse transfers;



- m) formulate recommendations on matters for decision by the Council;
- n) appoint the technical personnel of the Secretariat; and,
- o) take action on the recommendations and reports of the Secretariat.

9.2 The powers of the Technical Committee shall be to:

- a) make recommendations to the Council on the implementation by Parties of the Cuvelai Watercourse Agreement;
- b) make recommendations to the Council on the harmonisation of the water laws and policies of Parties;
- c) make recommendations to the Council on the definition by Parties of the role and position of the Public in respect of the planning, utilization, development, protection and conservation of the Cuvelai Watercourse and the possible impact thereof on social and cultural heritage matters;
- d) establish ad hoc or standing working committees, comprising representatives from Parties as may be necessary for the implementation of this Agreement;
- e) make recommendations to the Council on the standardised methodology to be adopted by Parties for collecting, processing and disseminating data and information with regard to all aspects of the Cuvelai Watercourse;
- f) make recommendations to the Council with regard to contingency plans by Parties for responding to emergency situations;
- g) draft rules of the procedure for organs of the Commission for approval by the Council; and,
- h) assign tasks to, and supervise the Secretariat.

#### ARTICLE 10 THE SECRETARIAT

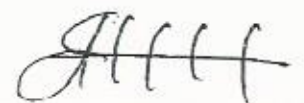
10.1 The Secretariat shall comprise:



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- a) the Executive Secretary;
  - b) such number and categories of technical personnel as may be approved from time to time by the Council; and,
  - c) such number and categories of supporting administrative personnel as may be approved from time to time by the Council.
- 10.2 The Executive Secretary, the technical and administrative personnel shall possess appropriate qualifications and experience.
- 10.3 The appointment of the Executive Secretary, technical and administrative personnel shall satisfy the requirements for equitable representation of the Parties and a fair gender balance.
- 10.4 The Secretariat shall be headed by the Executive Secretary who shall be appointed for period of four years and may be re-appointed for further period not longer than four years each.
- 10.5 The Executive Secretary shall:
- a) appoint the supporting administrative personnel of the Secretariat in accordance with the procedures and the terms and conditions of service determined by the Council;
  - b) prepare and submit the annual budget to the Technical Committee for its consideration and recommendations to the Council;
  - c) prepare and submit a Strategic Plan to the Technical Committee for its consideration and recommendation to the Council;
  - d) prepare and submit annually to the independent external auditors appointed by the Technical Committee the books and accounts of the Commission;
  - e) prepare the ordinary and extraordinary meetings of the Council and the Technical Committee;
  - f) report annually to the Technical Committee on its activities as well as the programmes and projects planned, initiated or executed;



- g) be responsible for the effective and efficient functioning of the Secretariat as administrative head; and,
- h) perform all such other functions as the Council or the Technical Committee may from time to time assign.

10.6 The Secretariat shall:

- a) be responsible for the day-to-day administration of the Commission;
- b) provide technical and administrative services to the Council under the Technical Committee's supervision;
- c) facilitate the development of a Strategic Plan, annual work programme, plans, studies, assessments and other documents required for the implementation of this Agreement for the approval of the Technical Committee;
- d) collect, obtain, collate and evaluate data and information with regard to all relevant aspects of the Cuvelai Watercourse as well as disseminate all such data and information to the Parties;
- e) institute research and training programmes aimed at the sustainable utilization, protection and management of the Cuvelai Watercourse;
- f) advise Parties on the planning, utilization, development, protection and conservation, of the Cuvelai Watercourse as well as the role and position of the Public with regard to such activities and the possible impact thereof on social and cultural heritage matters;
- g) advise the Council and the Technical Committee on the listing and the effects of substances, the introduction of which into the Cuvelai Watercourse shall be prohibited, limited, investigated or monitored by Parties, and provide guidelines for their mitigation;
- h) on the request of one of the Parties and subject to the approval of the Council, plan and implement development programmes or projects with regard to the Cuvelai Watercourse;





- i) develop and distribute programmes and materials aimed at fostering greater awareness among the inhabitants of the Cuvelai Watercourse on the equitable and reasonable utilization of the Cuvelai Watercourse;
- j) co-operate with the institutions of SADC and others as necessary and provide such data and information as may be reasonably required and be requested by such institutions;
- k) obtain financial and technical support for the implementation of programmes, plans and projects necessary for the achievement of the objective of this Agreement in accordance with the guidelines and directives provided by the Council from time to time;
- l) implement the decisions of the Council and of the Technical Committee;
- m) make recommendations to the Technical Committee on the harmonisation of the national water policies and laws of the Parties; and,
- n) perform all such other functions as the Council or the Technical Committee may from time to time assign.
- o) the Secretariat shall be the depository of all records and decisions of the Commission.

#### ARTICLE 11 OBLIGATIONS OF THE PARTIES

- 11.1 The Parties shall give their full co-operation and support (including technical, administrative and financial) to the implementation of this Agreement and the Commission established hereunder.
- 11.2 The Parties shall, in their respective territories, utilise the resources of the Cuvelai Watercourse in an equitable and reasonable manner with a view to attaining optimal and sustainable utilisation thereof, and benefits therefrom, consistent with adequate protection of the Cuvelai Watercourse. The term "equitable and reasonable" shall be interpreted in line with the SADC Protocol.
- 11.3 The Parties shall, in utilising the resources of the Cuvelai Watercourse in their territories, take all appropriate measures to prevent the causing of significant harm



- to other Party. The term "significant harm" shall be interpreted in line with the SADC Protocol.
- 11.4 The Parties shall exchange available information and data regarding the hydrological, hydrogeological, water quality, meteorological and environmental condition of the Cuvelai Watercourse.
- 11.5 A Party planning any project, programme or activity with regard to the Cuvelai Watercourse which may have a significant adverse effect upon the other Party, or which may adversely affect such Cuvelai Watercourse, shall forthwith notify the Commission and provide all available data and information with regard thereto.
- 11.6 Unless otherwise agreed, a Party notified as contemplated in Sub-article 11.5 of this Agreement, shall communicate its reply to the notifying Party within six months.
- 11.7 In the event that the implementation or execution of any planned measures is 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 the measures may immediately proceed with implementation or execution; provided that in such event a formal declaration of the urgency of the measures shall be communicated to Commission.
- 11.8 If so requested by an affected Party or technical experts or consultants appointed by the Commission, a Party shall provide the other Party, as well as the technical experts and consultants, with data and information that are available or obtainable on any planned project, programme or activity which may have a significant adverse effect upon the affected Party.
- 11.9 For the purposes of this Article, information in respect of a planned project, programme, or activity which may have a significant adverse effect upon another Party, or which may adversely affect the Cuvelai Watercourse, shall include the findings of an environmental impact assessment addressing the effects on the ecosystems of the watercourse as well as the social, cultural, economic and natural environment.
- 11.10 If a Party has reasonable grounds to believe that the other Party is planning a project, programme or activity which may have a significant adverse effect upon it, such Party may request the other Party planning the project, programmes or activity to comply forthwith with the provisions of Sub-article 11.5. The request shall be accompanied by a documented explanation setting forth its grounds.

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- 11.11 The Parties shall employ their best efforts to collect and, where appropriate, to process data and information with regard to the Cuvelai Watercourse, in a manner which facilitates its utilisation by the other Parties, technical experts or consultants who may be appointed by the Commission. The Parties shall make every effort to employ a standardised form for collecting, processing and disseminating data and information, as appropriate.
- 11.12 The Parties shall individually and jointly take all measures that are necessary to protect and preserve the Cuvelai Watercourse from its sources and headwaters to its common terminus.
- 11.13 The Parties shall individually and jointly prevent, reduce and control pollution of the Cuvelai Watercourse that may cause significant harm to the Parties, including harm to the environment, or to human health or safety, or to the ecosystem of the Cuvelai Watercourse.
- 11.14 The Parties shall take all measures necessary to prevent the introduction of species, alien or new, into the Cuvelai Watercourse that may have a detrimental effect to the ecosystem of the watercourse.
- 11.15 If the Parties agree to co-operate in the planning of a project, programme or activity with regard to the use of the Cuvelai Watercourse, either jointly or by way of a continuous exchange of available data and information, and communicate timeously their respective evaluations and findings on the data and information, any specific periods of notification and reply with regard to the projects, programmes or activities shall only apply to the extent agreed to by the Parties.

## ARTICLE 12 EMERGENCY SITUATIONS

- 12.1 For the purposes hereof, "emergency" means a situation resulting suddenly either from natural causes or from human conduct and causing or posing an imminent threat of causing serious harm to the Cuvelai Watercourse or to a Party or Parties and requires immediate action or attention of a Party or the Parties.
- 12.2 A Party shall, without delay and by the most expeditious means available, notify and promptly supply all the necessary information to the other Parties as well as the Secretariat of any emergency originating within its territory or known by it or effecting it (irrespective of the origin).



- 12.3 A Party within whose territory an emergency originates shall, in co-operation with potentially affected Parties and, where appropriate, the Secretariat, immediately take all practicable measures necessitated by the circumstances to prevent, mitigate and eliminate harmful effects of the emergency.
- 12.4 The Parties shall individually and/or jointly develop contingency plans for responding to emergencies in co-operation, where appropriate, with the Secretariat and competent institutions and international organisations.

### ARTICLE 13 SETTLEMENT OF DISPUTES

- 13.1 Any dispute concerning the interpretation or implementation of this Agreement shall be settled amicably through consultation and negotiations between the Parties.
- 13.2 A Party that considers there to be a dispute has an obligation to notify the other Party that it is declaring a dispute.
- 13.3 Where a dispute has not been settled within one year from the date upon which consultations were requested, the Parties shall refer the matter for mediation.
- 13.4 The Mediator shall be appointed by agreement between the Parties within three months after the said year had elapsed.
- 13.5 If no agreement can be reached between the Parties about the appointment of the Mediator, a Tribunal will be appointed
- 13.6 The Tribunal shall comprise three members, namely
- a) One person appointed by each one of the Parties plus one other person, jointly nominated by the two appointed members, to chair the Tribunal.
  - b) Should any one of the Parties fail to appoint a person to the Tribunal within three months, the other Party may request the President of the SADC Tribunal to appoint a person within two months of receiving the request, on behalf of the Party who failed to appoint a person.
  - c) If the two persons appointed to the Tribunal fail to nominate a third person, and after a period of not more than one month has elapsed since their



appointment, the Parties will jointly request the President of the SADC Tribunal to appoint a third person within two months of receiving the request.

- 13.7 The members of the Tribunal shall decide about the rules of procedure to be followed by the Tribunal.
- 13.8 The decision(s) of the Tribunal, both on procedures and substance, shall be taken by a majority vote of its members.
- 13.9 If the Parties do not agree on the subject matter of a dispute, the Tribunal shall determine the subject matter.
- 13.10 The Tribunal may, at the request of any one of the Parties, recommend interim measures of protection.
- 13.11 The Tribunal shall render its decision(s) in accordance with the provisions of this Agreement, and the interpretation of International and Regional Water Law.
- 13.12 The decision(s) of the Mediator or the Tribunal shall be submitted in writing to the Parties and shall be signed by the Mediator or all the members of the Tribunal, as the case may be.
- 13.13 The decision(s) of the Mediator or the Tribunal, as the case may be, shall be final and binding upon the Parties.
- 13.14 The Mediator or the Tribunal, as the case may be, shall determine the distribution of the costs of the arbitration between the Parties. The Parties shall bear the cost on the Mediator or the Tribunal on equal basis.

#### ARTICLE 14 EXISTING SHARED WATERCOURSE AGREEMENTS

The existing Agreements between Angola and Namibia on water related matters will remain in force as far as they are not in conflict with this Agreement.



**ARTICLE 15**  
**FINANCIAL ARRANGEMENTS**

- 15.1 Each 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 included in its delegation as an adviser.
- 15.2 The budget of the Commission shall be drawn from annual cash contributions by Parties; donations, grants and loans from bilateral and multilateral organizations; funds raised internally; and other sources of funding agreed to by the Council.
- 15.3 The contributions of the Parties to the ordinary budget of the Commission shall be determined by the Council.
- 15.4 Unless specified by the Council, contributions by the Parties to projects implemented by the Commission could either be in cash or in kind. In kind contributions include: staff time, experts, training facilities, services, office accommodation and equipment or any other contributions as may be agreed by Council from time to time.

**ARTICLE 16**  
**ASSETS**

- 16.1 Property, both movable and immovable, acquired by or on behalf of the Commission, wherever their location, shall constitute the assets of the Commission.
- 16.2 Property acquired by any of the Parties, under the auspices of the Commission, shall belong to the Party concerned, but shall be accessible to the Commission and the Parties on an equitable basis.

**ARTICLE 17**  
**LANGUAGE**

The working language of the Commission shall be English and Portuguese.

**ARTICLE 18**  
**SIGNATURE**

This Agreement shall be signed by duly authorised representative of the Parties.



**ARTICLE 19  
RATIFICATION**

This Agreement shall be ratified by the Parties in accordance with their respective constitutional procedures.

**ARTICLE 20  
ENTRY INTO FORCE**

This Agreement shall enter into force thirty (30) after the date on which the last Party has notified the other Party through the diplomatic channel of its compliance with the constitutional requirements necessary for the implementation thereof.

**ARTICLE 21  
AMENDMENTS**

This Agreement may be amended by mutual agreement between the Parties and the modifications shall become effective on the date of the exchange of the appropriate diplomatic instruments.

**ARTICLE 22  
MISCELLANEOUS**

In case of doubts and omissions in the interpretation and implementation of this Agreement, the Parties will refer to the revised SADC Protocol on Shared Watercourses of 2000, as well as the rules of the UN Convention on the Law of Non-Navigational Uses of International Watercourses of 1997.

**ARTICLE 23  
DISSOLUTION**

- 23.1 The Council may decide by a resolution supported by the two Parties to dissolve CUVECOM or any of its organs and determine the terms and conditions for dealing with its liabilities and the disposal of its assets.
- 23.2 Notification of a proposal to dissolve CUVECOM shall be given by the Party wishing to make such a proposal at least six (6) months prior to submitting it to the Council. The Council shall not decide on such proposal until a period of at least twelve (12) months has elapsed after the proposal has been submitted to it.

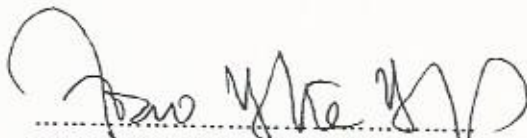


ARTICLE 24  
DEPOSITARY

- 24.1 The original of this Agreement and all instruments of ratification and accession shall be deposited with the Secretariat, who shall transmit certified copies to all the Parties.
- 24.2 The Secretariat shall register this Agreement with the Executive Secretary of SADC Secretariat.

IN WITNESS HEREOF the undersigned representatives, being duly authorized by their respective Governments, have signed and sealed this Agreement in four original texts, two text in the English language and two text in the Portuguese language, all texts being equally authentic.

DONE at.....WINDHOEK on this 16<sup>th</sup> day of SEPTEMBER 2014

  
.....  
FOR THE REPUBLIC OF ANGOLA

  
.....  
FOR THE REPUBLIC OF NAMIBIA