

**DRAFT SUGGESTED WORKING TEXT FOR A MEMORANDUM OF
UNDERSTANDING RELATING TO COOPERATION ON
THE SIO-MALABA-MALAKISI**

Considering that the Parties have since 2005 been engaged in discussions regarding the Sio-Malaba-Malakisi basin, in the context of fostering transboundary water governance;

Aware of the importance of furthering regional cooperation regarding the management and protection of common water resources;

Mindful of existing cooperation efforts between the countries through various initiatives of conservation and development of shared waters;

Recognizing the contribution that such cooperation efforts could make towards sustainable development in the Eastern African region;

Agree that it is in the mutual interest of the Republic of Uganda and the Republic of Kenya (hereafter referred to as a "Party" and collectively "the Parties") to establish this Memorandum of Understanding (hereafter "MoU").

II. SCOPE

The MoU applies to the uses of the Sio-Malaba-Malakisi (hereafter referred to as "the Waters") and to measures of cooperation, protection, preservation and management relating to the Waters.

Transboundary waters: any surface or ground waters which mark cross or boundary between two or more States.

Riparian States: The Republic of Kenya and the Republic of Uganda.

surface, ground waters and any other waters considered relevant, as well as include the management of other natural resources.

2. Where significant harm is caused to another Party, the Party whose use causes such harm agrees to take appropriate measures in consultation with the affected Party, to eliminate or mitigate such harm.

The Parties agree to cooperate in the management of the SMM, its territories and waters on the basis of the ecosystem approach, in order to integrate the management of land, water and living resources and promote their conservation and sustainable use in an equitable way.

1. The Parties agree to ensure appropriate access to information and the opportunity to participate in the decision-making process of all stakeholders involved.
2. The Parties will make sure that information on the conditions of transboundary waters, measures taken or planned to be taken and the effectiveness of those measures, is made available to the public.

V. COMMITMENTS

The States agree to jointly design, depending on the circumstances and means, jointly design and implement strategies, policies, plans, programmes, and development projects for the conservation and sustainable use of water resources in the Basin.

- (i) The States agree to, through their national institutions facilitate joint campaigns for data collection on all the water resources of the basin.
- (ii) They agree to harmonize data collection methods and techniques, processing and storage.
- (iii) They agree to regularly communicate and share the totality of the information, appropriate scientific and technological data on the water resources of the Basin.
- iv. They agree to adopt common databases on the water resources of the Basin.

When a conflict arises in the use of the water resources of the Basin, the States agree to carry out joint surveys and assessments that will allow for appropriate and satisfactory solutions to these problems.

The States agree to provide for the sensitization of local communities to raise their awareness for improved protection and conservation of the water resources of the Basin.

The States agree to design and implement capacity building programmes for all stakeholders involved in the sustainable management of the shared water resources of the Basin.

The States will encourage research institutions to undertake joint research programmes on the management and use of water resources.

The States agree to undertake actions to control and reduce water pollution, and if applicable, take measures for an ecologically sound management of wastes, which will ensure the protection of human health and of the environment.

VI. IMPLEMENTATION MECHANISMS

In order to ensure the effective implementation of this MoU, the Parties agree to take the following steps:

- a. The Parties accept to exchange information to fullest extent possible on matters of common interest as well as documentation relating to the projects, in order to attain better complementary action and effective coordination;
- b. The personnel of each Party, actively involved in specific collaboration activities, will seek to meet on a regular basis, and at a minimum once every calendar year, to develop joint work plans and monitor implementation with a view to achieving effective joint implementation;
- c. Each Party will nominate and notify to the other Party a focal point dedicated specifically to coordinating the collaboration and communication under this MoU, and the specific activities undertaken pursuant to the Annual Workplans agreed by the Parties;
- d. Each Party will ensure that any changes made to the list of its focal points will be communicated promptly to the other Party.

INSTITUTIONAL FRAMEWORK (BASED ON PREVIOUS SMM MEETINGS)

The Joint Working Group will facilitate cooperation among the Parties and will be responsible for:

- a. Approving and updating the SMM Basin Investment Framework
- b. Assessing project proposals and formally including those that meet the minimum criteria into the SMM Basin Portfolio
- c. Prioritizing projects in the SMM Basin Portfolio according to the Benefit Opportunities Assessment framework
- d. Maintaining a database of relevant project proposals, as well as of projects under implementation, and projects completed.
- e. Actively liaising with national authorities, development partners, and other potential funders to explore funding opportunities to implement the basin priority projects.
- f. Monitoring and evaluating the implementation of the SMM Basin Investment Framework

VII. IMPLEMENTATION MECHANISMS

1. The Parties agree to establish a set of collaboration activities in the framework of the Annual Workplans according to the availability of funds and resources to be approved by the appropriate administrative authorities of each Party; and undertaken in accordance with the Parties' respective established policies and procedures.
2. Financial, administrative and reporting provisions relating to any collaboration activities between the Parties should be expressly agreed in the relevant Annual Workplans and Budgets.

Any dispute arising out of or in connection with this MoU will be settled by amicable negotiation between the Parties.

3 Neither Party will have the authority to incur any liability or make any commitment on behalf of Td()T.002 Tc 0.002

This MoU is a non-binding statement of the Parties' mutual understanding of their proposed collaboration framework. The MoU is not intended to create any legally enforceable rights or obligations in respect of either Party, including any obligation on their part to enter into any supplemental agreements.

Make this a separate article This MoU is signed in English, in two (2) original copies of identical wording, legal value and date, each of which will be deemed an original, and which together will constitute one and the same instrument.

Luganda

Swahap

IN WITNESS WHEREOF the undersigned, being duly authorised, have on behalf of the Parties hereto signed this MoU at the place and on the day below written.

Republic of Kenya

Republic of Uganda