

No. 48720*

**South Africa
and
Swaziland**

Agreement between the Government of the Republic of South Africa and the Government of the Kingdom of Swaziland on water supply across the border between South Africa and Swaziland. Driekoppies, 23 July 2010

Entry into force: *23 July 2010 by signature, in accordance with article 7*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *South Africa, 14 July 2011*

*No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.

**Afrique du Sud
et
Swaziland**

Accord entre le Gouvernement de la République sud-africaine et le Gouvernement du Royaume du Swaziland sur l'approvisionnement en eau au passage de la frontière entre l'Afrique du Sud et le Swaziland. Driekoppies, 23 juillet 2010

Entrée en vigueur : *23 juillet 2010 par signature, conformément à l'article 7*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Afrique du Sud, 14 juillet 2011*

* Numéro de volume RTNU n'a pas encore été établie pour ce dossier. Les textes reproduits ci-dessous, s'ils sont disponibles, sont les textes authentiques de l'accord/pièce jointe d'action tel que soumises pour l'enregistrement et publication au Secrétariat. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Les traductions, s'ils sont inclus, ne sont pas en form finale et sont fournies uniquement à titre d'information.

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

AND

**THE GOVERNMENT OF THE
KINGDOM OF SWAZILAND**

**ON WATER SUPPLY
ACROSS THE BORDER BETWEEN
SOUTH AFRICA AND SWAZILAND**

PREAMBLE

The Government of the Republic of South Africa and the Government of the Kingdom of Swaziland (hereinafter jointly referred to as “Parties” and separately as a “Party”);

INSPIRED by the spirit of the Southern African Development Community Revised Protocol on Shared Watercourses in the Southern African Development Community (SADC) Region;

RECOGNISING the Treaty on the Establishment and Functioning of the Joint Water Commission (JWC) between the Parties;

RECOGNISING the Tripartite Interim Agreement between the Republic of Mozambique, the Republic of South Africa and the Kingdom of Swaziland for Co-operation on the Protection and Sustainable Utilisation of the Water Resources of the Incomati and the Maputo Watercourses;

CONSIDERING the relative paucity of water resources in the Southern African Region and the need to provide the people in the Region with access to sufficient water supplies;

MINDFUL that both Parties appreciate the fact that water is the essence of life and human dignity;

CONSCIOUS of the fact that access to safe water is a basic human right and that the lack of or contamination of water jeopardizes both the physical and social wellbeing of all people;

HEREBY AGREE as follows:

ARTICLE 1

DEFINITIONS

In this Agreement unless the context indicates otherwise-

“Recipient Country” means the territory of the Recipient Party;

“Recipient Party” means the Party that receives the water;

“Supplying Country” means the territory of the Supplying Party; and

“Supplying Party” means the Party that supplies the water.

ARTICLE 2

GENERAL OBJECTIVE

This Agreement aims to facilitate water supply across the border between the Republic of South Africa and the Kingdom of Swaziland.

ARTICLE 3

OBLIGATIONS

- (1) The Supplying Party undertakes to:-
 - (a) authorise water supply authorities and water service providers in the Supplying Country to enter into contractual arrangements with water supply authorities or water users in the Recipient Country to supply water across the border;
 - (b) provide guidance to water supply authorities, water service providers and water users in both countries on contractual arrangements and conditions which shall be acceptable to both Parties;
 - (c) assist water supply authorities or water users in the Recipient Country to obtain servitudes needed to convey water from abstraction points over the border, where applicable;
 - (d) assist water supply authorities or water users in the Recipient Country to get access to the infrastructure on the other side of the border for construction, operation and maintenance purposes, where applicable;
 - (e) authorise personnel of water supply authorities and / or water users in the Recipient Country responsible for the operation and

maintenance of these schemes, to cross the border between the countries on the routes of the conveyance systems for construction, operation and maintenance purposes, where applicable; and

- (f) be the central depository for contractual arrangements and reports on cross border water supply and to make copies of this information available to the Recipient Country through the JWC.
- (2) The Recipient Party shall undertake to allow water supply authorities or water users to enter into contractual arrangements with water supply authorities or water services providers in the Supplying Country to receive water from that country, on condition that the contracts shall be subject to the domestic law and the jurisdiction of the Supplying Country; and
- (3) The Supplying Party shall meet its obligations under this Agreement subject to the domestic law in force in the territory of the Supplying Country.

ARTICLE 4

CONDITIONS

- (1) The Supplying Party may attach conditions to an authorisation to supply water across the border from its country to the Recipient Country.
- (2) The conditions contemplated in sub-Article (1) may include the following:-
 - (a) The maximum quantity of water that may be supplied across the border;
 - (b) water conservation and demand management measures that must be adhered to;
 - (c) monitoring requirements and regular reporting to the relevant water authorities in the Supplying Country that must be done; and
 - (d) that copies of any contractual arrangements be submitted to the relevant water authorities in the respective countries.

ARTICLE 5

SETTLEMENT OF DISPUTES

Any dispute between the Parties arising out of the interpretation, application or implementation of this Agreement shall be settled amicably through consultation or negotiations between the Parties.

ARTICLE 6

AMENDMENTS

This Agreement may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.

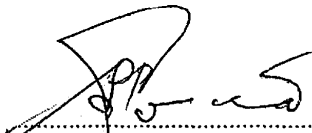
ARTICLE 7

ENTRY INTO FORCE, DURATION AND TERMINATION

- (1) This Agreement shall enter into force on the date of signature thereof.
- (2) This Agreement shall remain in force unless terminated in accordance with sub-Article (3).
- (3) This Agreement may be terminated by either Party giving twelve (12) months written notice in advance through the diplomatic channel to the other Party of its intention to terminate this Agreement.
- (4) A Party terminating this Agreement shall remain bound to contractual relationships to which it is party and to its obligations thereunder until they are fulfilled.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Agreement in duplicate in the English language, both texts being equally authentic.

DONE at DRIE KOPPIES on this 23 day of JULY 2010


.....
**FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

Emani
.....
**FOR THE GOVERNMENT OF THE
KINGDOM OF SWAZILAND**