

DRAFT- Memorandum of Understanding with the NBI

An agreement of engagement/ co-operation between THE NILE BASIN DISCOURSE (NBD) And THE NILE BASIN INITIATIVE (NBI)

PARTIES: The Nile Basin Discourse (NBD), whose address is P.O. Box 852, Entebbe, Plot 56, Circular Road, Entebbe, in the Republic of Uganda And The Nile Basin Initiative (NBI), whose address is P.O. Box 192, Entebbe. Nile Secretariat Building, Entebbe, in the Republic of Uganda.

WHEREAS the Nile Basin Discourse is a (non governmental organisation) network of Civil Society Organizations, NGOs, the private sector and stakeholders in the Nile Basin with the major objective of providing a voice to the voiceless and the promotion of open dialogue on the developments in the Nile River Basin.

WHEREAS the Nile Basin Initiative is an interim arrangement established by Governments of the Nile riparian states to promote joint development of the Nile River resources to the maximum and mutual benefit of all concerned.

NOTING that the Shared Vision of the Nile Basin Initiative is “ To achieve socio-economic development through the equitable utilization of, and benefits from, the common Nile Basin water resources”.

NOTING that the overall objective of Nile Basin Discourse is “To share information, views and perspectives through effective dialogue amongst interested and affected parties, from local to international level, related to the work of the Nile Basin Initiative, through which sustainable and equitable development, conservation of the environment, peace and mutual understanding will be promoted”.

RECOGNISING the need for the Nile Basin Discourse to engage in dialogue with the Nile Basin Initiative at an early stage of its development programs, projects and activities in the Nile River Basin to contribute in informing decision in a timely manner.

REAFFIRMING the collective responsibility and common goal of both parties to work towards improving the livelihoods of the peoples of the Nile River Basin.

BOTH PARTIES THEREFORE AGREE AS FOLLOWS:

ARTICLE 1 GENERAL PRINCIPLES

This agreement outlines the general principles upon which the relationship of the Parties will be based, and certain specific obligations that each will have.. It may be amended or supplemented from time to time in writing with the consent of both parties.

The parties wish to co-operate in all fields related to developments in the Nile River Basin in order to enhance equitable and mutual benefit of the peoples of the River Basin from its resources.

ARTICLE 2. SPECIFIC AREAS OF CO-OPERATION

Exchange of information related to planned and existing programs, projects and other development activities within the Nile River Basin in order to reinforce the achievement of the mutual goal to improve the livelihoods of the peoples of the Basin.

To the extent possible, collaborate in the development, implementation, monitoring and evaluation of development programs, projects and activities of any nature within the Nile Basin. Explore ways and means of improving mutual benefits of existing co-operation amongst all stakeholders interested in developments in the Basin. Co-operate in identifying strategic alliances that may promote social and development equity and strengthen them. Use each other's institutional arrangements and capacity to elicit early strategic input from all stakeholders into the development process in the Nile Basin, including the pro-active rather than reactive exploration of development alternatives. These include the Nile Basin Secretariat and its Programs and Projects, the Nile Basin Discourse Desk, and the National Discourse Forums. Create avenues to allow discussion of diverse views, particularly different national and local perspectives with the aim of creating greater understanding and mutual respect. Work together to ensure that development in the Nile River Basin reflects the values of the peoples in the Basin, that it is multifaceted, and addresses poverty, security and environmental protection, among others. Co-operate in the preparation of relevant information materials to raise awareness of the stakeholders on developments in the Nile River Basin. Undertake to invite each other on observer or other status to each other's meetings and other for a as a means of fostering joint action, co-operation, information sharing and mutual understanding.

ARTICLE 3. LIMITS OF AUTHORITY.

Except under special arrangements, no party shall commit the other party in any financial transactions of any nature using this agreement without the consent of the other party. In the event that the parties decide to undertake joint activities, parties shall be accountable to each other on expenditure relating to such joint activities as and when required. Parties shall co-operate under the spirit of mutual respect, transparency, dialogue promotion and consensus building, and shall at no time act in a manner that is prejudicial to the interests and values of the other party. Under this agreement, no party shall be construed to assume the duties and responsibilities of the other party or act on its behalf, unless by prior agreement. Each party shall be liable to the other party for failure to carry out its obligations under this agreement or any delay in doing so, unless a satisfactory explanation is provided. In order to enhance this co-operation and achieve early and effective engagement, all parties shall integrate all provisions of this agreement in all on-going activities, unless they contradict prior agreements and contracts, at the time it comes into force.

ARTICLE 4 PUBLICITY AND COMMUNICATION

Each party shall give the other due acknowledgement whenever appropriate when referring to joint activities being carried out. The parties shall endeavor to liaise and communicate with each other through the appropriate channels whenever necessary, and have a transparent exchange of information and ideas.

ARTICLE 5 COPYRIGHTS

Copyrights arising from all articles, photographs, publications and reports produced by either party shall belong to the producer. Articles, publications and reports produced jointly, copyrights thereof shall be jointly owned. In all publications, both parties shall give reasonable credit and acknowledgement due to each other relating to the partner's role. Both parties before publication shall review all publications produced jointly. Each party shall endeavor to ensure that information exchanged is accurate up to the stated limits.

ARTICLE 6 DISPUTES

All parties shall endeavor to settle disputes arising out of this agreement through negotiation. Any dispute that cannot be settled as such shall be subject to arbitration under the laws of the Republic of Uganda.

ARTICLE 7 DURATION OF THE AGREEMENT

This agreement shall be implemented over an initial period of five years. It may be subject to review by both parties at any time during this period. After this period, the parties may wish to revise or extend the agreement for a specified period of time. Either party may terminate this agreement by giving six months written notice to the other party.

ARTICLE 8 CONTACT PERSONS

Each party shall designate a contact person for the purpose of implementing this agreement and shall notify the other party accordingly.