



# LIMPOPO River Awareness Kit

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**LIMCOM Agreement**

## LIMCOM Agreement

In 2003, representatives from Botswana, South Africa, Zimbabwe and Mozambique signed the *Agreement on the Establishment of the Limpopo Watercourse Commission* (hereafter referred to as the Agreement).

The **Preamble** to the Agreement recognises the “spirit, value and objectives of the Revised Protocol on Shared Watercourses in the Southern African Development Community”. It also acknowledges the Convention on the Law of the Non-Navigational Uses of International Watercourses and Chapter 18 of Agenda 21 of the United Nations Conference on Environment and Development.

**Article 1** defines the Limpopo watercourse as a system of surface and groundwaters of the Limpopo, parts of which are situated in the territories of the Contracting Parties.

**Article 2** of the Agreement states that the Commission shall have legal personality to enter into agreements and contracts and be recognised within the legal systems of the parties.

**Article 3** presents the objectives of the commission:

*“The Objectives of the Commission shall be to advise the Contracting Parties and provide recommendations on the uses of the Limpopo, its tributaries and its waters for purpose and measures of protection, preservation and management of the Limpopo.”*

**Article 4** outlines the institutional arrangements of the Commission, which consists of the Council as the primary organ and a Secretariat to implement the Agreement.

**Article 5** presents the membership of the Council, consisting of four delegations each representing the Contracting Parties. Each delegation consists of not more than three permanent members.

**Article 6** specifies the meetings of the Council, which shall be held twice per year in ordinary session and as often as required in extraordinary sessions. The meetings shall rotate between the Contracting Parties.

**Article 7** outlines the Council functions. The Council shall serve as a technical advisor to the Contracting Parties on matters related to the development, utilisation and conservation of the water resources of the Limpopo.

**Article 8** presents the powers of the Council to establish working groups and appoint service providers and technical experts as required. The Council is also given authority to ensure that recommendations on any matter in Article 7 be contained in a report, including the costs, which shall be signed by each delegation.

**Article 9** addresses the issue of settling disputes and stresses the importance of negotiations with a view to reaching a settlement. The Parties may bring a dispute to the SADC Tribunal, if the parties have not been able to arrive at a settlement with six months after the start of negotiations. The Parties are required to accept the decision of the Tribunal as final and binding.

**Article 10** of the Agreement describes the process for a Party to withdraw from the Agreement. Following three years from the date the Agreement enters into force, a Party may withdraw from the Agreement with written notice to the other Contracting Parties.

**Article 11** specifies the financial arrangements within the Agreement. Each Contracting Party is responsible for the costs of attending and participating in the meetings of the Council. The Contracting Party hosting a Council meeting is responsible for the costs of holding a meeting. All other costs are shared equally among the Contracting Parties, unless otherwise agreed to by the Council.

**Article 12** contains the general and final provisions, including that once it enters into force, the Agreement will replace the previous Limpopo Basin Technical Committee Agreement signed in 1986.



The Limpopo River basin is an important source of water to humans and non- humans alike.

Source: Salvatori 2008  
( click to enlarge )

[Next: LIMCOM Objectives, Functions and Structure](#) 