

MEMORANDUM OF AGREEMENT

ENTERED INTO BY AND BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA
REPRESENTED BY THE DEPARTMENT OF WATER
AFFAIRS**

(Hereinafter referred to as the "Government")

AND

KALAHARI CONSERVATION SOCIETY

(Hereinafter referred to as "KCS")

CONCERNING

**THE IMPLEMENTATION OF THE PROJECT "ACCRUING
MULTIPLE GLOBAL BENEFITS THROUGH INTEGRATED
WATER RESOURCES MANAGEMENT/WATER USE
EFFICIENCY PLANNING- A DEMONSTRATION PROJECT
FOR SUB-SAHARAN AFRICA"**

PREAMBLE

The World Summit on Sustainable Development Plan of Implementation calls for the development of integrated water resources management and water efficiency plans (IWRM plans) by developing countries as a way of reaching several of the Millennium Development Goals. IWRM Plans will assist countries not only in managing their limited water resources efficiently but also allow them to realize the maximum economic gains from the available resources while increasing the people's access to potable water. Currently, water resources management in most countries, including those in the Southern Africa region, is generally fragmented along sectoral lines with little integration and limited stakeholder participation.

The proposed Project is consistent with the national vision, national development planning processes and policies, and strategies for development planning and water resources management of Botswana. In addition, the recently concluded review of the National Water Master Plan, which governs the development of water resources in Botswana, places emphasis on integrating additional aspects of natural resource management such as biodiversity, conservation and institutional strengthening which thus addresses the focal areas of the Global Environment Facility (GEF).


Botswana already has a structure in place for implementing IWRM in that a functional Country Water Partnership is leading the process of developing the country's IWRM planning process

RECALLING that a financial agreement, in co-financing manner, has been entered to between the Government of Botswana and UNDP-GEF, for the support of a 'Accruing Multiple Global Benefits Through Integrated Water Resources Management/Water Use Efficiency Planning- A Demonstration Project For Sub-Saharan Africa referred to as the 'Project'

WHEREAS the Government recognizes the importance of the potential global, as well as national benefits through the adoption of Integrated Water Resources Management approach and principles;

AND WHEREAS, the Government is desirous of implementing the Project "Accruing Multiple Global Benefits through Integrated Water Resources Management/Water Use Efficiency Planning – A demonstration project for Sub-Saharan Africa" (hereinafter "the project") supported by United Nations Development Programme (hereinafter "UNDP") and funded by the Global Environmental Facility hereinafter called "GEF";

AND WHEREAS, the Government desires to engage Kalahari Conservation Society (KCS) as its implementation agent and KCS agrees to be so engaged;


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NOW THEREFORE THE PARTIES HEREBY AGREE as follows:

Article 1
INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise indicates, the following expression bear the meanings ascribed to them.

“Agreement” means the present agreement and amendments thereto

“Parties” means the Department of Water Affairs and KCS and “Party” means either one of them

“Project Steering Committee” means the Committee responsible for making executive management decisions on project implementation.

Article 2
APPOINTMENT

- 2.1 The Government hereby appoints the KCS as its implementation agent and the KCS hereby accepts the appointment.

Article 3
COMMENCEMENT AND DURATION

- 3.1 This Agreement shall commence on the date of signature, by the last signing of its signatories.
- 3.2 This Agreement shall remain in force and effect, for a period of three years and may be renewed, upon such conditions as the Parties may in writing agree.


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Article 4
PRINCIPAL OBLIGATIONS OF THE PARTIES

4.1 The Government

- 4.1.1 The Government shall facilitate the review of existing regulations and policies and where necessary introduce new guidelines to ensure the successful and sustainable institutionalization of IWRM/WE principles.
- 4.1.2 The Government with the assistance of the UNDP-GEF shall be responsible for the project budget and any disbursements thereof according to the approved project document and the Agreement.'
- 4.1.3 The Government shall ensure smooth implementation of activities by providing prompt response to all reports, proposal, recommendations and other matters related to this Agreement
- 4.1.4 The Government shall furnish to KCS with all pertinent data and information available and shall give such assistance to KCS for the carrying out of its duties under this Agreement.

4.2 The KCS

- 4.2.1 The KCS shall be responsible for the management of resources and supervision of the implementation of the project, which without limiting the generality of the foregoing shall include those of consultants and contractors engaged in the project
- 4.2.2 The KCS in collaboration with Project Management Unit (PMU) will commission / appoint consultants, contractors and service providers to perform specific works in the project. The scope of work of these will be approved in advance by the Project Steering Committee.
- 4.2.3 The KCS shall coordinate and manage the implementation of the project in all its components and ensure that duties are carried out diligently and cost effectively.
- 4.2.4 In the performance of its duties and exercise of its rights, the KCS shall in all matters act as a *bona-fide* advisor to the Government and shall give preference to the Government over third parties.
- 4.2.5 The KCS shall comply with all the reporting and Monitoring & Evaluation requirements provided for in the project document and follow UNDP/GEF guidelines on the subject.

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- 4.2.6 The KCS shall ensure that information is disseminated on lessons and experiences learnt from the project.
- 4.2.7 The KCS shall present an inception report, including an implementation plan to the Project Steering Committee for its approval within four (4) months of the signing of this Agreement for its approval.
- 4.2.8 The approved plan shall be used as a reference guide for stakeholders on activities relating to the implementation of the project so as to ensure their cooperation and support and engage Botswana Water Partnership members at all times during the implementation of the project
- 4.2.9 The KCS will ensure adherence to the contracts by service providers / consultants.
- 4.2.10 The KCS, together with PMU shall provide the requisite education and training to potential stakeholders and beneficiaries of the project and develop relevant materials to use for the different target groups

Article 5

PROJECT MANAGEMENT ARRANGEMENTS

5.1 Establishment of the Project Management Unit (PMU)

- 5.1.1 The KCS shall establish the Project Management Unit to implement the project upon the commencement of this Agreement and after its obtaining the requisite budgetary approvals from the Project Steering Committee.
- 5.1.2 The Project Management Unit (PMU) may be comprised of employees of KCS and Government seconded to it and/or new employees specifically recruited into the Unit, such as the Project Coordinator and the Administrative Assistant.
- 5.1.3 The seconded staff from the Department of Water Affairs shall be responsible for the day-to-day technical input to the project on behalf of the Government

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5.2 Project Steering Committee

- 5.2.1 The KCS through the Chief Executive Officer shall establish a steering committee as per the Local Project Advisory Committee recommendation, which will provide overall direction and advice on the implementation of the project
- 5.2.2 The PSC shall endorse the appointment of the project staff of PMU, approve and monitor the implementation of project work plans and budgets, provide technical inputs and general supervision
- 5.2.3 For the purposes of steering the implementation of the Project activities, a Project Steering Committee (PSC) shall be set up in accordance with the composition and provisions of the project documents
- 5.2.4 The PSC shall meet once every four (4) months or as frequently as it may be required

Article 6

PROCUREMENT AND MAINTENANCE OF PROJECT EQUIPMENT

- 6.1 The KCS shall, with the Project Coordinator, ensure that the most appropriate equipment, including vehicles and computers, are properly procured.
- 6.2 KCS undertakes to maintain a complete asset inventory of assets procured through the project and to update it on a regular basis
- 6.3 KCS shall ensure that procured equipment have local maintenance service providers, and that all equipment are well maintained and in a safe and useable status at any point in time
- 6.4 The Government shall sub-warrant funds to KCS to procure some equipment for the project based on the approved list by the Director of Water Affairs. However, these assets will remain the property of the Government of Botswana and shall be maintained as such.
- 6.5 The KCS shall invite tenders from suppliers to take delivery of equipment and their components thereof, following the normal procedures of KCS procurement processes.

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Article 7

FINANCIAL ARRANGEMENTS AND MANAGEMENT

- 7.1 The KCS shall submit budget call up to the Government for disbursements for project implementation as per the work plan.
- 7.2 The KCS shall keep separate, proper and accurate books of accounts and records of all transactions relating to funds or operation / implementation of the project. To this effect, KCS shall open a dedicated bank account for the project and will produce regular financial reports to the Government and UNDP with regards to project disbursement in accordance with UNDP and GEF and the Government financial rules and regulations.
- 7.3 The KCS shall ensure that it prudently manages the accounts pertaining to the project so as to ensure its sustainability.
- 7.4 The Government and UNDP-GEF shall have access to such books of accounts and records relating to the project and shall be allowed at any time to inspect the books and records provided a prior notice is served on the KCS within a reasonable period.
- 7.5 The KCS and Government shall monitor, audit and report to the Project Steering Committee on the operations of the project.
- 7.6 The Government will provide the UN Resident Representative with certified periodic financial statements, and with an annual audit of the financial statements relating to the status of UNDP (including GEF) funds according to the established procedures set out in the Programming and Finance manuals. The Audit will be conducted by the legally recognized auditor of the Government, or by a commercial auditor engaged by the Government.

Article 8

EXPECTED OUTCOMES

The expected outcomes of the project activities are:

Outcome 1: A dynamic IWRM Plan adopted and implemented for Botswana, which addresses national and trans-boundary water management priorities, integrate global environmental management objectives, and balances multiple uses of water resources

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Outcome 2: Increased awareness and capacity of national and regional stakeholders (government, private sector and members of the public) to engage in the IWRM (planning and implementation) process through regional knowledge management initiatives

Outcome 3: Demonstration Project: Water conservation through conjunctive use of Grey-water Re-use and harvested rainwater in schools within Botswana: A Pilot Case for IWRM and WE Plan Implementation

Article 9

REPORTING AND MONITORING

- 9.1 The Project will comply with monitoring, evaluation and reporting requirements, set by both UNDP and GEF. The KCS will submit quarterly Progress reports to the government which will subsequently be submitted to UNDP, providing a brief summary of the status of activities and output delivery, explaining variances from the work plan, and presenting work plans for each successive quarter for review and endorsement. The Quarterly Progress reports will also provide a basis for disbursements.
- 9.2 An Annual Project Report /Project Implementation Review (APR/PIR), including Inception Workshop Results Template, will be prepared and submitted to GEF via UNDP annually, summarising and assessing work carried out in more detail, and will be reviewed by the Project Steering Committee, which shall make recommendations to the executing agency and the UNDP Country Office (UNDP CO) regarding the subsequent scheduling of Project activities
- 9.3 Independent end-of-project evaluations will be conducted in accord with UNDP and GEF M&E guidance to identify to what extent the project has delivered the expected outputs and outcomes within the resources allocated in a timely and effective manner
- 9.4 A Terminal Report will be prepared upon Project completion

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Article 10

GENERAL

- 10.1 This Agreement constitutes the sole record of the Agreement between the Parties in the subject matter hereof and supersedes all prior agreements between the parties or any of them in regard to the subject matter thereof.
- 10.2 No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 10.3 No addition to, or variation or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 10.4 No indulgences, extension of time, relaxation or latitude which any Party ("the grantor") may grant, show or allow to another (the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be prejudiced or stopped from exercising any rights against the grantee which may have arisen in the past or which may arise in future.
- 10.5 This Agreement may be executed in one or more counterparts, and in separate counterparts, each of which when executed shall be deemed to be original but all of which taken together shall constitute one and the same agreement.
- 10.6 If any provision of the Agreement is held or found to be invalid or unenforceable or contrary to the provisions of any law, such provision shall be deemed to have been severed from the Agreement and to be pro non scripto; provided that all of the remaining terms of this Agreement shall continue to be of full force and effect and to bind the parties
- 10.7 No Party may assign any of its rights or obligations under this Agreement in whole or in part without prior written consent of the other party.
- 10.8 All provisions of this Agreement shall remain confidential at all times and shall not be disclosed to any person. Any announcement or statement of any nature whatsoever which any of the Parties may wish to make which directly or indirectly relates to any of the provisions of the Agreement shall require the prior written approval of the other Party.

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10.9 The Parties hereby choose their *domicilium citandi et excecutandi* as given below;

Chief Executive Officer
Kalahari Conservation Society
Plot 112 Independence Avenue
P.O Box 859
Gaborone
Tel: +267 3974557
Fax: +267 3914259

The Director,
Department of Water Affairs
Plot 25019 Old Lobatse Road
P/Bag 0029
Gaborone
Tel: +267 3952241
Fax: +267 3903508

THUS DONE AND SIGNED AT GABORONE THIS.....^{19th}..... DAY OF DECEMBER 2008 in the presence of the undersigned witness

For and on behalf of Government

.....
(Director of Water Affairs)

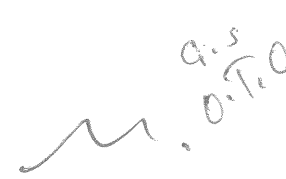

.....
(Witness)

THUS DONE AND SIGNED AT GABORONE THIS.....^{19th}..... DAY OF DECEMBER 2008 in the presence of the undersigned witness

For and on behalf of KCS

.....
(Chief Executive Officer, KCS)


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(Witness)


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