



NILE BASIN INITIATIVE
INITIATIVE DU BASSIN DU NIL

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NILE BASIN INITIATIVE (NBI)

AND

THE NILE BASIN DISCOURSE (NBD)



PARTIES

This Memorandum of Understanding is between **The Nile Basin Initiative (NBI)** **composed of:** The Nile Secretariat (Nile-SEC), whose address is P.O. Box 192, Entebbe, Plot 12, Mpigi Road in the Republic of Uganda; Eastern Nile Technical Regional Organization (ENTRO), whose address is P. O. Box 27173-1000, Addis Ababa, Ethiopia; and the Nile Equatorial lakes Subsidiary Action Program Coordination Unit (NELSAP-CU), whose address is P.O. Box 6759 Kigali, Rwanda

AND

The Nile Basin Discourse (NBD), whose address is P.O. Box 185, Entebbe, Plot No. 32, Nsamizi Road, Entebbe, in the Republic of Uganda.

PREAMBLE

In recognition of the benefits to be gained through a cooperative agenda that promotes sustainable development interventions in the Nile Basin region, the Nile Basin Initiative and the Nile Basin Discourse enter into this agreement. The agreement intends to stimulate and facilitate the scope of the activities of both institutions.

WHEREAS the Nile Basin Initiative(NBI) is a transitional mechanism of cooperation by eleven (ten) countries in the Nile Basin (Eritrea is an observer) to facilitate the common pursuit of sustainable development, management and cooperation on the Nile Basin water resources to the maximum and mutual benefits of all concerned;

WHEREAS the Nile Basin Discourse is a network of civil society organizations registered in Uganda as a regional NGO with the Secretariat in Entebbe and 11 National Discourse Forums (NDFs) operating in the eleven riparian states that share the Nile Basin to strengthen the voice of civil society in the Nile Cooperation and development processes;

WHEREAS the Nile Basin Initiative and NBD share a common agenda of promoting Nile Basin Cooperation through public participation, engagement and awareness of the investment projects;



AND WHEREAS Nile-SEC and NBD had earlier signed a four year (2014-2017) followed by a three year (2018-2020) Memorandums of Understanding, which have successfully laid basis of cooperation between both parties for mutual benefit; **NELSAP-CU and NBD** signed a Letter of Agreement (LoA) in pursuit of the 4-year MoU between NBI and NBD on 15th September, 2015, which established a strategic partnership between NELSAP and NBD on existing and potential projects, programmes and policies that improve community livelihoods and promote sustainable development in the NEL Region; and **ENTRO and NBD** signed a 4year MoU on 31st July 2015. That also established a strategic partnership with Understandings between ENTRO and NBD on existing and potential projects, programmes and policies that improve community livelihoods and promote sustainable development in the EN Region

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

NOTING that the overall mission of the Nile Basin Discourse is **“To ensure that a fully informed and basin-wide civil society develops and plays a key role in achieving the vision, through pro-active and critical influencing of projects, programs and policies of the Nile Basin Initiative and other development processes”**;

RECOGNISING that for the Shared Vision Objective of the NBI to be achieved, it is essential that coherent, regional civil society perspectives are sought, heard and incorporated;

RECOGNISING the need to involve civil society to manage and develop water resources of the basin in a sustainable and equitable way, ensure prosperity, peace, efficient management and optimal use of the resources to eradicate poverty and promote economic integration in the Nile Basin;

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



BOTH PARTIES THEREFORE AGREE AS FOLLOWS:

ARTICLE 1: GENERAL PRINCIPLES

This MOU outlines the following general principles and specific obligations upon which the relationship of the Parties will be based;

- (i) The parties shall work together to ensure that cooperation in the Nile River Basin reflects the values of the peoples in the Basin, which is multifaceted, and addresses poverty, security and environmental protection, among others.
- (ii) The parties shall co-operate in all fields related to management and development in the River Nile Basin in order to enhance equitable and mutual benefits of the peoples of the River Basin from its resources.
- (iii) Except under special arrangements, no party shall commit the other party in any financial transactions of any nature using this MOU without consent of the other party.
- (iv) 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, in line with terms of the agreement relating to the activities and donor requirement if any.
- (v) 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.
- (vi) Under this MOU, no party shall be construed to assume the duties and responsibilities of the other party or act on its behalf, unless by prior agreement.
- (vii) Each party shall be accountable to the other party for failure to carry out its obligations under this MOU or any delay in doing so, unless a satisfactory explanation is provided.
- (viii) In order to enhance this co-operation and achieve sustained engagement, all parties shall integrate all provisions of this MOU in all on-going activities, unless they contradict prior agreements and contracts, at the time it comes into force.





- (xi) Parties may amend or supplement this MOU from time to time in writing with the consent of both parties.

ARTICLE 2: SPECIFIC AREAS OF CO-OPERATION

- 2.1. The parties shall regularly share and exchange information related to planned and existing programs, projects and other development activities within the River Nile Basin in order to reinforce the achievements of the Shared Vision of the NBI and the overall vision and objectives of NBD. To this effect parties agree to:
- 2.1.1 Provide to one another annual calendars of their planned activities and actively discuss opportunities for mutual participation and cooperation at that time and as necessary subsequently through the year;
- 2.1.2 Hold annual review meetings with the leadership of both NBI and NBD to assess progress and identify areas to be addressed at the annual meeting;
- 2.1.3 Through their select representatives, both parties will provide the other, space for feedback at the regional, sub-regional and national levels' governance and project meetings;
- 2.1.4 Explore ways and means of improving mutual benefits of existing co-operation amongst all stakeholders interested in developments in the Basin by pursuing each other's institutional arrangements and capacity to elicit strategic input from all stakeholders into the development process in the Nile Basin;
- 2.1.5 Co-operate in strengthening and identifying strategic alliances that may promote social and development equity and strengthen them;
- 2.1.6 Undertake joint communication and advocacy actions to support the development of broad public engagement on agendas of trans-boundary water cooperation, management and development. Such joint advocacy actions can be supported through well researched evidence based issue papers on themes of high relevance to transboundary climate resilient water resources management;
- 2.1.7 Parties shall endeavor to ensure that Nile Basin stakeholders' views on the Nile cooperation, management and development are heard at all levels - grassroots/community, national, sub-regional and regional, by creating avenues/platforms that allow discussion of diverse views, particularly with the aim of ensuring better planning and implementation taking into account



community perspectives and support NBI to effect desired changes for the promotion of NBI programs and projects with the beneficiaries;

- 2.1.8 Parties shall endeavor to co-operate in the preparation and dissemination of relevant communication and knowledge products including communication strategies, on-line platforms, publications, news supplements, events calendar, documentaries, TV/Radio spots for specific events like NBI Anniversary (Nile Day), Nile Basin Development Forum, Nile Basin Discourse Summit, media engagement including the triennial Nile Media Awards and other regional meetings to raise awareness of the stakeholders on developments in the Nile River Basin;
- 2.1.9 Parties shall undertake to invite each other to each other's meetings (especially strategic and technical meetings including (as necessary) Regional Expert Working Groups, Regional Project Steering Committees and workshops) and other fora as a means of fostering joint action, co-operation, information sharing and mutual understanding;
- 2.1.10 Both Parties shall participate in the specialized forums such as Economists Forum, Climate Experts Forum, innovative platforms/forums, Youth Forum, and others to share experiences, knowledge and innovations that promote social, economic, cultural and environmental wellbeing in the Nile Basin;
- 2.1.11 Both parties undertake to support annual meetings to review progress on implementation of this MoU;
- 2.1.12 Both parties shall collaborate to ensure communities are involved and have a say in investment projects prepared by NBI;
- 2.1.13 Both Parties shall provide as the need arises, with required support for facilitating each other's smooth operation and partnership with Third Parties;
- 2.1.14 Both parties shall collaborate to ensure that projects, programs and activities are connected properly to the local community and their interests and aspirations are reflected;
- 2.1.15 Document and disseminate SAPs projects, achievements including, lessons learnt, best practices, and approaches toward replication and scaling up using community outreach programmes and horizontal and vertical communication within the NBD-NDF network; and



2.1.16 Collaborate to promote public participation both at upstream project identification/preparation and downstream at project implementation phases.

ARTICLE 3: GENERAL PUBLICITY AND COMMUNICATION

- 3.1 Each party shall give the other due acknowledgement whenever appropriate when referring to joint activities being carried out.
- 3.2 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.
- 3.3 Any notices required hereunder shall be in writing, sent by appropriate means to either party at their respective addresses set forth above, as the case may be.

ARTICLE 4: COPYRIGHTS

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

ARTICLE 5: DISPUTES

- 5.1 All parties shall endeavor to settle disputes arising out of this MOU through amicable negotiations.
- 5.2 Any dispute that cannot be settled as such shall be raised to the governance of NBI

ARTICLE 6: DURATION OF THE MOU

- 6.1 This MOU has revised the four (4) year NBI-NBD MOU (2014-2017) and the three (3) year NBI-NBD MOU signed on November 15, 2017 that ended in





November 2020. It incorporates the NELSAP-NBD Understandings in the Letter of Agreement (LoA) that was pegged on the MOU between NBI and NBD signed on 15th September 2015. It incorporates the Understandings in the MOU between ENTRO and NBD signed on 31st July 2015 that ran for four (4) years up to 30th June 2019. This 3-NBI Centres inclusive NBI-NBD MOU extends the period of implementation for five (5) years from January 1, 2021 to December 31, 2025. After this period, the parties may wish to revise and/or extend this MOU for a specified period.

ARTICLE 7: DEFAULT/TERMINATION

- 7.1 Each party shall have the right to terminate this MOU on written three months' notice, if either party;
- 7.1.1 Is in material or persistent breach of any of its obligations under this MOU
- 7.1.2 Deems that the breach is incapable of remedy and/ or
- 7.1.3 The relevant party has failed to remedy it within 6 months after receiving written notice requiring to doing so.

ARTICLE 8: CONTACT PERSONS

- 8.1 Each party shall designate a contact person for the purpose of centralized collaboration and monitoring implementation of this MOU and shall notify the other party accordingly.

ARTICLE 9: ENTIRE MEMORANDUM OF UNDERSTANDING

- 9.1 This MOU is made in quadruplicate one of which is retained by each parties. All parties have thoroughly read and understood the contents hereof and found them in accordance with their intentions.



IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in quadruplicate on the date first above written.

FOR THE NILE BASIN DISCOURSE

FOR THE NILE BASIN INITIATIVE

SIGNED: _____

SIGNED: _____

NAME: Prof. Muawia Hamid SHADDAD

NAME: Prof. Seifeldin Hamad ABDALLA

POSITION: _____

POSITION: Executive Director

DATE: 14/02/2021

DATE: 14/02/2021

IN THE PRESENCE OF:

SIGNED: _____

SIGNED: _____

NAME: Hellen Natsu

NAME: WILLIAM T. ODOK

POSITION: Regional Manager

POSITION: HEAD OF CORPORATE SERVICES

DATE: 14/02/2021

DATE: 14/02/2021