







MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF MADAGASCAR,

THE GOVERNMENT OF MALAWI,

THE GOVERNMENT OF MOZAMBIQUE

AND

THE GOVERNMENT OF THE UNION OF COMOROS

WITH

THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

ACTING AS A FACILITATOR

FOR THE ESTABLISHMENT OF A TECHNICAL CENTRE FOR DISASTER RISK MANAGEMENT, SUSTAINABILITY AND URBAN RESILIENCE IN SOUTHERN AFRICA

PREAMBLE:

ACKNOWLEDGING that, disaster triggered by natural hazards affects more than two hundred million people annually, and more than ninety-five percent (95%) of all disaster related deaths occur in developing countries including, grave economic losses;

COGNISANT that, chronic rural poverty in developing countries exacerbated by drought and environmental hazards determines rural-urban migration of these populations in search of a livelihood thereby, increasing 'informal' urbanisation due to the lack of and/or exhaustion of basic services;

DEEPLY CONCERNED that, responding to large-scale disasters especially in southern Africa detracts resources from development;

RECOGNISING that, investing in disaster prevention compared to disaster response can save as much as US\$12 (United States Dollars Twelve) in disaster losses for every single United States Dollar spent on disasters;

ACKNOWLEDGING that, the high urban growth rates observed in southern Africa, as well as in the rest of the African continent, increase the risk of disaster occurrence in urban areas, due to the higher concentration of people and the still reduced capacity of cities, humanitarian actors and national institutions to address urban-specific disasters;

RECOGNISING the existing technical capacity gap in southern Africa regarding urban risk reduction and resilience, an area of increasing importance for ensuring sustainable development;

AFFIRMING that, southern Africa is exposed to the impacts resulting from recurrent hazards such as cyclones, floods, droughts and earthquakes, compounded by other threats caused by volcanic activity and/or anthropogenic interventions;

AFFIRMING further that, the Government of Madagascar as represented by the Ministry of Home Affairs (Ministère de l'Intérieur), the Government of Malawi as represented by the Office of the Vice-President, the Government of Mozambique as represented by the Ministry State Administration (Ministèrio da Administração Estatal - MAE), and the Government of the Union of Comoros as represented by the Ministry of Home Affairs, Information and Decentralisation, in charge of Institutional Relations (Ministère de l'Intérieur, de l'Information et de la Décentralisation - Chargé des Relations avec les Institutions), as well as, any other Governments from the southern African region willing to become a party to this Memorandum of Understanding who will sign letters of endorsement for the establishment of a Technical Centre for DRR and CCA in southern Africa as per Annex B hereto (hereinafter referred to as the "Governments"), are well aware of natural threats and vulnerabilities which are found in southern Africa; (See Annex C - Form for Additional Signatories to this Memorandum of Understanding);

RECALLING that, there already exist, in terms of policies, strategies, key initiatives and active institutions and organisations with regards to disaster risk reduction (DRR) at different levels such as;

- (i) At the global level the Hyogo Framework for Action (hereinafter referred to as "HFA"), the first plan to explain, describe and detail the work that is required from all different sectors and actors to reduce disaster losses by 2015, the United Nations International Strategy for Disaster Reduction (hereinafter referred to as "UNISDR"), that serves as the focal point for the coordination of disaster risk reduction and ensures synergies among disaster risk reduction activities and the DRR Strategy of the African Union (hereinafter referred to as the "AU");
- (ii) At the regional level the Southern African Development Community (hereinafter referred to as "SADC") DRR Unit, an inter-governmental organisation headquartered in Gaborone, Botswana, with the aim to further socio-economic development, regional integration and alleviate poverty among southern African States, the Indian Ocean Commission (hereinafter referred to as "IOC"), an inter-governmental organisation comprising of five (5) countries in the Indian Ocean that is: the Union of the Comoros, Réunion Island, Madagascar, Mauritius and Seychelles; with the aim to strengthen the ties of the countries of the Indian-oceanic region to reduce the vulnerability and build the resilience of communities to natural and other hazards;
- (iii) At the national level existing DRR frameworks in Madagascar, Malawi, Mozambique, and the Union of the Comoros in terms of key policies and strategies, main actors such as, government institutions, the United Nations, non-governmental organisations (NGOs) and bilateral/multilateral donors;

ACKNOWLEDGING that, any new entity to be established in relation to DRR shall have to fit within the above stated institutions policies and frameworks without competing nor conflicting with them, but rather complimenting and supporting them, by creating synergies and addressing needs and gaps;

WHEREAS, the Governments acknowledge that there is a need to support DRR and Climate Change Adaptation (CCA) efforts in the sub-region and are aware that reducing risks of disasters, both natural and man-made such as, floods, drought, cyclones, landslides, earthquakes, fires, pest infections and epidemics, which have been increasing especially in the sub-region, in the light of climate change, population growth, urbanisation and environmental degradation, which disrupt people's livelihoods, endanger human and food security, damage infrastructure and hinder economic growth and development, is an integral element of socio-economic development;

WHEREAS, the Governments by letters of endorsement for the establishment of a Technical Centre for DRR and CCA in southern Africa, with initial focus on Madagascar, Malawi, Mozambique and Union of the Comoros, dated 25 November 2011, 22 May 2012, 6 June 2012 and 19 May 2012 respectively, are committed to reduce risk of disasters through the establishment of a Technical Centre for DRR and CCA in Madagascar, Malawi, Mozambique and the Union of the Comoros, and mobilise resources for DRR and CCA activities in the sub-region; (See Annex B: Letters of Endorsement by the Governments);

WHEREAS, the United Nations Human Settlements Programme (hereinafter referred to as "UN-Habitat"), established by the General Assembly of the United Nations by its Resolution 32/162 of 19 December 1977, transformed into a Programme by its Resolution 56/206 of 21 December 2001, having its Headquarters in Nairobi, Kenya, UN-Habitat is the coordinating agency within the United Nations System for human settlement activities;

RECALLING Governing Council Resolutions 19/7 and 19/9 relating to UN-Habitat's Programme activities in post-conflict, natural and human-made disaster assessment and reconstruction and its work, in close coordination with appropriate multilateral and bilateral agencies, on human settlements needs in the reconstruction of countries and territories affected by armed conflicts or other human-caused or natural disasters;

TAKING NOTE OF General Assembly Resolution 59/239 of 22 December 2004, which requested UN-Habitat, within its mandate, to continue to support the efforts of countries affected by natural disasters and complex emergencies to develop prevention, rehabilitation and reconstruction programmes for the transition from relief to development;

RECALLING ALSO its General Assembly Resolution 22/8 of 3 April 2009 in which it emphasised the need to promote environmental sustainability in the delivery of basic services for all, including sustainable urban planning, risk reduction, early warning systems and appropriate responses to natural disasters;

WHEREAS, UN-Habitat has facilitated the process of establishing of the Technical Centre for Disaster Risk Management, Sustainability and Urban Resilience in southern Africa (hereinafter referred to as "DIMSUR") from 2008 and formally from 2010, by working in southern Africa on several DRR and resilience projects since 2002 in Mozambique, from 2004 to 2007 in Botswana, South Africa and Zimbabwe, since 2009 in Namibia, since 2010 in Malawi and Madagascar, and since 2014 in Zambia;

RECOGNISING that, UN-Habitat is mandated by its member states through Governing Council Resolution 23/19 of 18 April 2011 on Natural Disasters Risk Reduction, Preparedness, Prevention and Mitigation to support the implementation of regional and sub-regional, national and local urban risk

reduction and early warning programmes including the production of guidelines and training programmes and the collection and dissemination of best practices;

AND FURTHER RECOGNISING UN-Habitat's work in the urban resilience agenda at the global level in recent years;

THEREFORE, the Governments and UN-Habitat, acting as the facilitator, have agreed to collaborate in the DIMSUR operationalisation process to address the needs of the Governments in alignment with the existing global HFA; the regional AU Countries, the sub-regional SADC and IOC and national policies and strategies to reduce vulnerability and build resilience of communities against natural and other hazards;

WHEREAS, the Governments and UN-Habitat, acting as the facilitator, and hereinafter collectively referred to as the "Parties" and individually as the "Party", further agree that the DIMSUR shall be governed by a Charter (herein attached as Annex A) made in writing by the duly authorised representatives of the Parties outlining the objectives, activities, membership and governance of the DIMSUR of which shall be annexed hereto and shall form an integral part of hereof. The Parties agree that this Memorandum of Understanding (hereinafter referred to as the "MoU"), does not provide such authority;

NOW THEREFORE, the Governments and UN-Habitat, acting as the facilitator, recognising the benefits of genuine, substantive cooperation and wishing to pursue such cooperation in the establishment and operationalisation of the DIMSUR in Mozambique, have entered into this MoU in a spirit of trust and cooperation and hereby agree as follows:

ARTICLE I Documents

- 1. This MoU consists of this document and the following Annexes that form an integral part of it:
 - (a) Annex A ("The Charter": Technical Centre for Disaster Risk Management, Sustainability and Urban Resilience in southern Africa); and
 - (b) Annex B ("The Governments Letters of Endorsement" for the establishment of the DIMSUR in southern Africa, with initial focus on Madagascar, Malawi, Mozambique and the Union of the Comoros, dated 25 November 2011, 22 May 2012, 6 June 2012 and 19 May 2012 respectively);
 - (c) Annex C ("Form for Additional Signatories" to this MoU).

ARTICLE II Scope and Purpose

1. This MoU provides a framework of cooperation between the Governments and UN-Habitat, acting as facilitator, in the establishment and operationalisation of the DIMSUR with initial focus on Madagascar, Malawi, Mozambique and the Union of the Comoros to provide DRR, CCA and urban resilience technical assistance and knowledge to address the needs of the Governments in alignment with the existing global Hyogo Framework for Action (HFA) and the related strategies of the African Union

(AU), the Southern African Development Community (SADC) and the Indian Ocean Commission (IOC), to reduce the vulnerability and build the resilience of communities to natural and other hazards.

- 2. The establishment and operationalisation of the DIMSUR in southern Africa shall be initially with Madagascar, Malawi, Mozambique and the Union of the Comoros. Further engagement of other countries of the sub-region shall be undertaken through a multi-phased approach over nine (9) years as follows:
 - (a) First Phase (years 1 3): Market survey and capacity assessment conducted to identify gaps and needs and define the type of services to be delivered by the DIMSUR; Limited number of high quality services delivered, with focus on urban resilience, through a light management structure taking maximum advantage of the pool of expertise and human resources available in the region to build the credibility of the DIMSUR; Identification of four (4) additional countries to integrate the geographical coverage of the DIMSUR and move into the next Phase; Clear complimentary roles with SADC DRR Unit defined and strategic/mutually benefiting partnerships established with existing regional partners working on DRR, CCA and urban resilience issues;
 - (b) <u>Second Phase (years 4 6)</u>: Consolidation of the activities of the First Phase and preparation of the DIMSUR to become a stand-alone service provider; Increased diversification of its activities and services, targeting innovation; Improvement to the governance and operational structures; Integration of the identified four (4) countries during the 1st Phase while four (4) other countries are targeted;
 - (c) <u>Third Phase (years 7 9)</u>: Consolidation of the activities of the Second Phase; Broadening of its constituency and offer/demand of services; the DIMSUR increases its credibility and is involved in larger projects and programmes in the region including, collaborations with international networks of DRR centres and institutions around the world; The last of the SADC countries are targeted to be covered by the DIMSUR.
- 3. The outcome of the establishment and operationalisation of the DIMSUR in southern Africa shall:
 - (a) Create a permanent regional institution which shall provide technical support on DRR, CCA and urban resilience to local and national governments, SADC, IOC, NGOs, United Nations partners, community based organisations, universities and research centres, beyond the life of projects and programmes, with the aim at gradually building local, national and regional capacity;
 - (b) Propose innovative DRR, CCA and urban resilience programmes and activities, including training and research;
 - (c) Support and strengthen the implementation of DRR and CCA practices and activities within the framework of the existing policies at the local, national and regional levels;
 - (d) Enable DRR, CCA and urban resilience knowledge, information sharing and exchanges between Member States;
 - (e) Maximise the use of existing capacities and expertise in the region, so that needed expertise can be readily mobilised upon demand from the Member States or other partners in southern Africa;

- (f) Support coordination efforts for better addressing common DRR, CCA and urban resilience concerns and challenges in the sub-region, by creating synergies, complementary approaches and sharing experiences, lessons learned and best practices;
- (g) Establish a defined agenda that aims at covering key thematic and capacity gaps, such as the urban theme, to meet the current demand;
- (h) Create an enabling environment to bring the DRR and CCA agendas more effectively together;
- (i) Assist Member States in developing their technical capacity through the establishment of DIMSUR sub-units at country level, and in elaborating sustainable recovery, longer-term DRR and resilience programmes, including advocacy and awareness-raising;
- (j) Complement/reinforce the work of SADC DRR Unit through the provision of technical support and sharing of information;
- (k) Increase the visibility of national governments/partners on DRR/CCA at regional/global scales;
- (l) Relevant documents produced as a result of this collaboration will be in all three (3) official languages spoken in southern Africa that is, French, Portuguese and English.
- 4. The sustainability of the DIMSUR in southern Africa shall be successfully achieved through:
 - (a) Full participatory endorsement and ownership from the countries concerned including active involvement of key organizations such as, SADC, IOC, the AU, NGOs and external donors:
 - (b) Advocacy and resource mobilisation carried out under the leadership of the DIMSUR;
 - (c) Income generation by: (i) ensuring quality services are provided and desired results achieved; (ii) setting up a monitoring and evaluation system for measuring its impact; (iii) making itself an indispensable part for the DRR, CCA and urban resilience fabric in the southern African region;
 - (d) Seeking financial contributions for implementing innovative projects and crucial studies whilst providing technical assistance to needed partners, among other activities;
 - (e) Developing synergies and building good partnerships with other DRR, CCA and urban resilience capacity and resource providers across the sub-region;
 - (f) Gaining credibility by expanding to the whole SADC sub-region within the three-phased approach as stated herein above;
 - (g) Observing a decrease of the contributions from external donors to its core cost over time while its capability to generate income increases.
 - (h) Becoming a privileged facilitator for governments and development partners in the DRR, CCA and resilience fields.

ARTICLE III General Responsibilities of the Parties

- 1. The Governments and UN-Habitat, acting as the facilitator, agree to carry out their respective responsibilities in accordance with the provisions of this MoU;
- 2. The Governments and UN-Habitat shall keep each other informed of all relevant activities pertaining to this MoU and shall hold consultations at any time deemed appropriate.
- 3. The Governments and UN-Habitat shall fulfil their commitments with fullest regard to the terms and conditions of this MoU.
- 4. The Governments and UN-Habitat agree that this MoU and any work plan agreed to hereunder are neither fiscal nor funding obligations documents. Any commitment to transfer anything of value involving reimbursement or to provide funds, goods or services by the Parties for any agreed activity will be outlined in separate agreements that shall be made in writing by representatives of the Governments and UN-Habitat and shall be independently authorised by an appropriate authority of the funding party consistent with the regulations, rules, policies and practice of the Governments and UN-Habitat. The Parties agree that this MoU does not provide such authority.

ARTICLE IV Areas of Collaboration of the Parties

- 1. The main areas of collaboration between the Parties include, but not limited to:
 - (a) Establishing and maintaining a partnership with the SADC DRR Unit and the southern African countries by providing technical support;
 - (b) Serving as platform for the discussion and exchange of good practice, experience and knowledge in DRR, CCA and urban resilience and maximising the use of existing expertise in the sub-region;
 - (c) Establishing synergies between CCA and DRR agendas;
 - (d) Providing support to innovative DRR, CCA and urban resilience programmes and activities;
 - (e) Mobilising resources and providing capacity towards the good functioning of the DIMSUR.

ARTICLE V <u>Specific Responsibilities of the Parties</u>

- 1. The specific responsibilities of the Governments are:
 - (a) To enter into a Charter as per Annex A, which outlines the governance structure of the DIMSUR, follow its guidelines and fulfil its prerogatives;
 - (b) To review and approve the Terms of Reference (ToR) for the operationalisation of the DIMSUR, including the roles and responsibilities of its recruited staff members;

- (c) To endorse the appointment of an Executive Director to head the DIMSUR, as well as of the DIMSUR National Focal Points, one per country;
- (d) To actively support and, when possible, to contribute to the mobilisation of funds to guarantee an adequate operationalisation of the DIMSUR over the years;
- (e) To approve the strategy, the work plan (including the activities) and the budget of the DIMSUR on an annual basis;
- 2. The specific responsibilities of UN-Habitat are:
 - (a) To act as a facilitator to support the establishment and operationalization of the DIMSUR with initial focus on Madagascar, Malawi, Mozambique, and the Union of the Comoros;
 - (b) To properly manage, on behalf of the Governments, the funds related to the operationalisation of the DIMSUR until the latter does not acquire the legal and administrative capacity for this purpose;
 - (c) To facilitate the recruitment process of the key personnel of the DIMSUR, namely its Executive Director and the National Focal Points, through a transparent process following United Nations international standards, and propose qualified candidates for the endorsement of the Governments;
 - (d) To support the implementation of the DIMSUR activities from a substantive and administrative perspective, and effectively help so that it becomes autonomous in the short-term;
 - (e) To actively support the mobilisation of funds, especially through advocacy, until the DIMSUR becomes economically self-sufficient;
 - (f) To support the identification of additional countries within the southern Africa region to integrate the DISMUR initiative in a phased manner, as described in Article II, Paragraph 2.

ARTICLE VI Monitoring and Evaluation

- 1. The Governments and UN-Habitat will maintain regular close consultations to monitor and review the progress of activities for each joint project that maybe agreed upon.
- 2. The Governments and UN-Habitat will share with each other all relevant information and documents, including research, reports and any other information related to the activities, outputs and finally impact of this collaboration.
- 3. The Government and UN-Habitat may wherever possible and as appropriate, undertake joint mission with respect to the programme.

ARTICLE VII Termination and Withdrawal

- 1. This MoU may be terminated by either Party giving the other party a written notice of thirty (30) days prior to its intention to terminate. In the event of termination, the Parties will take the appropriate steps to bring activities under this MoU to a prompt and orderly conclusion.
- 2. The Parties reserve the right of withdrawal from this MoU. In the event that a Party withdraws from this MoU because of choice or other just cause, the remaining Parties to this MoU will have the option to continue the Partnership. Should the Parties agree to carry on the collaboration under this MoU, an amended shall be effected in accordance with Article VIII herein below.

ARTICLE VIII Amendments

This MoU may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Parties in keeping with the general objectives of the MoU and in a manner that is conducive to continued good relations.

ARTICLE IX <u>Dispute Settlement</u>

The Governments shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU or the breach, termination or invalidity thereof. Where the Governments wish to seek such an amicable settlement through mediation, the mediation shall be facilitated by UN-Habitat and to such procedure as may be agreed between the Governments.

ARTICLE X Privileges and Immunities

1. Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-Habitat.

ARTICLE XI Use of the Name, Emblem or Media

- 1. The Governments and UN-Habitat will not use the name or emblem of the other, or an abbreviation thereof, in connection with its business or otherwise, without the express prior written permission by a duly authorized representative of the Governments and/or UN-Habitat in each case.
- 2. The Governments and UN-Habitat have no authority, express or implied, to make any public statement on behalf of other and all press releases issued in relation to this MoU shall be approved in writing in advance by the Government and/or UN-Habitat before being issued.

ARTICLE XII Notices

1. Any notice required to be given by either Party under this MoU shall be given in writing and shall be deemed given when actually received by the other Party, to the following addresses:

To the Government of Madagascar as represented by the Bureau National de Gestion des Risques et des Catastrophes (BNGRC)

Names: Mr.LOMOTSY Ludovic Christian

Title: Executive Secretary

Address: Route du Mausolée Antanimora,

Antananarivo, Madagascar

Telephone Number: +261 20 225 9450 Email Address: sp.bngrc@bngrc.mg

To the Government of Malawi as represented by the Department of Disaster Management Affairs (DoDMA)

Names: Mr. Geoffrey Kanyinji Title: Principal Secretary

Address: Ministry of Economic Planning and Development Building, Capital Hill, Lilongwe,

Malawi

Telephone Number: +265 1 789188
Email Address: jeffreykanyinji@gmail.com

To the Government of Mozambique as represented by the Instuto Nacional de Gestão das Calamidades (INGC)

Names: Mr. João Ribeiro Title: Director General

Address: Av. de Mocambique INGC/CENOE, Entrada da Base Aerea de Mavalane, Maputo, Mozambique

Telephone Number: +258 416007/8 Email Address: ingc@teledata.mz

To the Government of the Union of Comoros as represented by the Centre des Operations de Secours et de la Protection Civile (COSEP)

Names: Col. Ismael Mogne Daho

Title: Director

Address: Moroni, Comoros

Telephone Number: +269 7739288

Email Address: cosep@comorestelecom.km

To UN-Habitat

Names: Mathias Spaliviero

Title: Senior Human Settlements Officer, Regional Office for Africa

Address: P.O. Box 30030 - GPO Nairobi 00100 - Kenya

Telephone Number: +254 20 762 4716

Email Address: mathias.spaliviero@unhabitat.org

Names: Pasquale Capizzi

Title: Human Settlements Officer, DRR Advisor for Southern Africa Address: 151, Rua Macombe Macossa - Maputo, Mozambique Telephone Number: +258 21 492 579 / Mobile: +258 84 267 3080

Email Address: pasquale.capizzi@unhabitat.org

ARTICLE XIII Entry into Force

1. This MoU shall enter into force upon signature by the authorized representatives of the Governments and UN-Habitat, being effective from the date of the latest signature and shall remain valid for a period of **nine (9) years** from the effective date of this MoU, unless earlier terminated by either Party in accordance with **Article VI clauses (1)** above.

The Parties agree to register the DIMSUR in Maputo, Mozambique, hence following the same registration rules of similar bodies in the Republic of Mozambique.

UN-Habitat have signed this MoU in five (5) o	duly appointed representatives of the Governments and originals in English, French and Portuguese in the place(s) e event there is any conflict in the terms and conditions in version shall prevail.
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For the Government of Madagascar As represented by	For the Government of Mozambique As represented by
As represented by	As represented by
E Wy	Hon. Ms. Carmelita Rita Namashulua
Hon: Mr. Olivier Mahafaly Solonandrasana Minister of Home Affairs and Decentralisation	
Place: ANTANANARINO	Place: <u>Paper</u> Throman Date: <u>29. Julha</u> 20/4
Date: 22/10/14	Date: 29. Julha. 20/4
For the Government of Malawa As represented by	For the Government of the Union of Comoros As represented by
Right Honourable Mr. Saulos Klaus Chilima	Hon. Mr. Hussein Hassan Ibrahim
Vice-President of the Republic of Malawi	Minister of Home Affairs, Information and
I I ON GWE	Decentralisation, in charge of Institutional Relations
Place:	Place: Pou
Place:	Date: 2 10/2016
Dr. Joan Clos UN-Habitat Executive Director and Under-Secretary General	
Place: V MTV LTV LJDI J PLL/YM	

Date: _

ANNEX A

The Charter: Technical Centre for the Disaster Management Sustainability and Urban Resilience (DIMSUR) in southern Africa attached hereto

CHARTER FOR THE TECHNICAL CENTRE FOR DISASTER RISK MANAGEMENT, SUSTAINABILITY AND URBAN RESILIENCE IN SOUTHERN AFRICA (DIMSUR)

ARTICLE I Establishment and Organisation

- 1.1. Within this Charter, the Government of Madagascar, the Government of Malawi, the Government of Mozambique and the Government of the Union of Comoros (hereinafter referred to as the "Founding Member States") hereby establish and operationalise the Technical Centre for Disaster Risk Management, Sustainability and Urban Resilience in Southern Africa (hereinafter referred to as the "DIMSUR").
- 1.2. The DIMSUR shall operate as a non-profit, autonomous, regional organisation, international in status and non-political in management, staffing and operations. The DIMSUR shall be organised for scientific, educational, technical, developmental and humanitarian purposes, and benefit from intergovernmental support.
- 1.3. The DIMSUR shall be based in Maputo, Mozambique, with sub-units in the Founding Member States including, Countries from the southern African Region that are Party to the Memorandum of Understanding (hereinafter referred to as the "MoU") between the Founding Member States and UN-Habitat (hereinafter referred to as the "Member States").
- 1.4. The official languages for the purpose and business records of the DIMSUR shall be English, French and Portuguese. However, the use of indigenous languages of southern Africa remains pertinent for the purposes of training and information dissemination to targeted populations as appropriate.

ARTICLE II Membership

- 2.1. The signatories of the Memorandum of Understanding (MoU), to which this Charter is annexed to, are Member States of the DIMSUR.
- 2.2. Membership of the DIMSUR is open to the Founding Member States and to other countries of the southern Africa region willing to be Party to the MoU referred to under Article I, clause 1.3 above, by signing a form for additional signatories to join the Technical Centre and, thereof, adhering to this Charter and who shall sign letters of endorsement for the establishment of a Technical Centre for DRR and CCA in southern Africa as per Annex B hereto.
- 2.3. The Member States shall make contributions to the funds of the DIMSUR, according to rules and mechanisms to be agreed in consensus at the level of its Executive Board.

ARTICLE III <u>Scope and Objective</u>

- 3.1 The objective of this Charter is to provide terms and conditions for the establishment and operationalisation of the DIMSUR.
- 3.2 The DIMSUR shall provide disaster risk reduction (DRR), climate change adaptation (CCA) and urban resilience technical assistance and knowledge to address the needs of its Member States in alignment with the existing global Hyogo Framework for Action (HFA), the African Union (AU), the

Southern African Development Community (SADC) and the Indian Ocean Commission (IOC), to reduce the vulnerability and build the resilience of communities to natural and other hazards.

- 3.4 In support of its objective, the establishment and operationalization of the DIMSUR in southern Africa shall:
 - (a) Create a permanent regional institution which shall provide technical support on DRR, CCA and urban resilience to local and national governments, SADC, IOC, NGOs, United Nations partners, community based organisations, universities and research centres, beyond the life of projects and programmes, with the aim at gradually building local, national and regional capacity;
 - (b) Propose innovative DRR, CCA and urban resilience programmes and activities, including training and research;
 - (c) Support and strengthen the implementation of DRR and CCA practices and activities within the framework of the existing policies at the local, national and regional levels;
 - (d) Enable DRR, CCA and urban resilience knowledge, information sharing and exchanges between Member States;
 - (e) Maximise the use of existing capacities and expertise in the region, so that needed expertise can be readily mobilised upon demand from the Member States or other partners in southern Africa;
 - (f) Support coordination efforts for better addressing common DRR, CCA and urban resilience concerns and challenges in the sub-region, by creating synergies, complementary approaches and sharing experiences, lessons learned and best practices;
 - (g) Establish a defined agenda that aims at covering key thematic and capacity gaps, such as the urban theme, to meet the current demand;
 - (h) Create an enabling environment to bring the DRR and CCA agendas more effectively together;
 - (i) Assist Member States in developing their technical capacity through the establishment of DIMSUR sub-units at country level, and in elaborating sustainable recovery, longer-term DRR and resilience programmes, including advocacy and awareness-raising:
 - (j) Complement/reinforce the work of SADC DRR Unit through the provision of technical support and sharing of information;
 - (k) Increase the visibility of national governments/partners on DRR/CCA at regional/global scales;
 - (l) Relevant documents produced for the DIMSUR will be in all three (3) official languages spoken in southern Africa that is, French, Portuguese and English.

ARTICLE IV Powers

- 4.1 The DIMSUR shall possess international personality and juridical personality under the laws of the Member States.
- 4.2 The DIMSUR headquarters shall be legally established in Maputo, Mozambique, hence following the registration rules of similar bodies in the Republic of Mozambique, with sub-units in the respective Member States.
- 4.2 The DIMSUR shall be autonomous with inter-governmental support as provided through the Articles of this Charter.
- 4.3 The DIMSUR shall be accessible to all DRR, CCA and urban resilience stakeholders in the geographical sub-region and shall actively facilitate SADC and other countries of the southern Africa region to join it.
- 4.4 In furtherance of its overall objective herein above stated under Article III, the DIMSUR shall have the following powers:
 - (a) To receive, acquire or otherwise lawfully obtain from any governmental authority or from any corporation, company, association, person, firm, foundation or other entity whether global, regional, sub-regional or national, such rights, concessions and contributions as are conducive to and necessary for the attainment of the objectives of the DIMSUR;
 - (b) To enter into Agreements and Contracts;
 - (c) To employ persons according to its own rules and regulations without restrictions as to nationality, gender or religion;
 - (d) To institute and defend legal proceedings;
 - (e) To perform all acts and functions that may be necessary, expedient, suitable or proper for the furtherance, accomplishment or attainment of any or all of the purposes and activities stated here, or which may appear, at any time, conducive or necessary and useful for the objectives and activities of the DIMSUR.
- 4.5 No part of the earnings of the DIMSUR shall inure or be distributed to trustees, officers or other private persons <u>WITH EXCEPTION TO</u> pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the overall objective as set out in Article III herein above.

ARTICLE V Organs and Responsibilities

- 5.1 The organs of the DIMSUR shall be as follows:
 - (a) The Conference of Ministers:
 - (b) The Executive Board;

- (c) The Consultative Group;
- (d) The Secretariat.

5.2 The Conference of Ministers:

- 5.2.1 The Conference of Ministers shall consist of Ministers from the DIMSUR Member States who have the national responsibility for DRR and CCA (NB: in the event that the responsibilities for DRR and CCA are divided between two or more ministries, any of these ministries can attend the conference but there shall only be one national Ministry represented on the Conference at any one time).
- 5.2.2 The Conference of Ministers shall meet when required, as agreed by the Member States.
- 5.2.3 The Conference of Ministers shall have the following powers and functions:
- (a) To endorse formally the DIMSUR's overall vision and mission, policies and strategies;
- (b) To endorse formally the composition of the Executive Board;
- (c) To acknowledge formally the inclusion of a new Member States in the DIMSUR;
- (d) To provide a platform for advocacy for the work of the Technical Centre in international meetings and conferences.
- 5.2.4 The Chairperson of the Conference of Ministers shall be appointed from among the Ministers represented, in rotation, on a two-year basis.
- 5.2.5 The Chairperson of the Executive Board shall act as the Secretary for the Conference of Ministers.
- 5.2.6 Decisions during meetings of the Conference of Ministers shall be taken by a three-fourths (3/4) majority present, that is, fifty percent plus one of the total number (hereinafter referred to as a "quorum"), and by open voting. A quorum is needed for official votes to take place.

5.3 The Executive Board:

- 5.3.1 The Executive Board shall consist of the National Directors responsible for DRR/CCA from each Member State, a representative from SADC Disaster Risk Reduction (DRR) Unit, a representative from United Nations Human Settlements Programme (UN-Habitat) as facilitator of the DIMSUR initiative and in representation of the UN System, one or two representatives from civil society, and one or two representatives from academia.
- 5.3.2 The Executive Board shall meet once a year or when required, as agreed by the Member States.
- 5.3.3 The Executive Board shall have the following powers and functions:
- (a) To review the proposed policies and strategies of the DIMSUR, and submit them to the Conference of Ministers for formal endorsement;

- (b) To evaluate the DIMSUR's performance in accordance with those policies and strategies and formulate recommendations for improvement;
- (c) To review and approve the DIMSUR's annual work plans and budgets presented by the Secretariat, and approve auditors' reports to ensure the Technical Centre's cost-effectiveness, financial integrity and accountability;
- (d) To appoint the DIMSUR's external auditors;
- (e) To review and approve the Terms of Reference (ToR) for the operationalisation of the DIMSUR, including the roles and responsibilities of its recruited staff members;
- (f) To approve and appoint the Executive Director to head the DIMSUR, as well as of the DIMSUR National Focal Points, one per country;
- (g) To dismiss, with proper justification, the DIMSUR's Executive Director;
- (h) To maintain affiliations with other global, regional, sub-regional and national organisations as appropriate;
- (i) To exercise any other powers and undertake any other functions that are conducive to the achievement of the objectives of the DIMSUR as a body benefiting from intergovernmental support.
- 5.3.4 The Chairperson of the Executive Board shall be appointed from among the National Directors responsible for DRR and CCA, in rotation, on a yearly basis. The Chairperson of the Executive Board shall have the following main authority and responsibilities:
- (a) To convene and chair meetings of the Executive Board;
- (b) To sign all official documentation relating to the business of the DIMSUR which documentation shall not be legal without such a signature.
- 5.3.5 The Executive Director of the DIMSUR shall act as the Secretary for the Executive Board. He/she will be an *ex-officio* member of the Executive Board.

5.4 The Consultative Group:

- 5.4.1 The Consultative Group is a body of the DIMSUR consisting of representatives of relevant DRR, CCA and urban resilience stakeholders from Member States and the southern Africa region, as well as internationally recognised DRR, CCA and urban resilience experts and representatives of international organisations, bi-lateral and multi-lateral donors, NGOs and others.
- 5.4.2 The Consultative Group shall meet when required and financially possible. Most of the times, it shall act as a web-based network of individuals committed to DRR, CCA and urban resilience in southern Africa that guides the DIMSUR in the achievement of its objectives.
- 5.4.3 The Chairperson of the Consultative Group shall be appointed from the body of the Consultative Group, rotating as per its agreed rules. For its meetings, the Consultative Group shall appoint its own rapporteur to record the proceedings.
- 5.4.4 The role of the Consultative Group members is to:
- (a) Assist in the identification of the DRR, CCA and urban resilience needs of countries in the region on behalf of the DIMSUR;

- (b) Assist in identifying opportunities for the DIMSUR in the southern Africa region and provide guidance to the implementation of its activities;
- (c) At the invitation of the DIMSUR Executive Director, to review or provide advice on relevant components of the centre's policies, strategies and programmatic activities.
- 5.4.5 Membership of the Consultative Group is by invitation of the Executive Board, upon recommendation of the Executive Director. Membership will be for a period of three years, renewable at the discretion of the Executive Board, upon recommendation of the Executive Director.

5.5 The Secretariat:

- 5.5.1 The Secretariat shall consist of the Executive Director of the DIMSUR, the National Focal Points (one per Member State), some technical staff and a support team. Apart from providing the Secretary to the Executive Board, the Secretariat is the operational management of the Technical Centre.
- 5.5.2 The Secretariat has the following principal functions and responsibilities:
- (a) To liaise with local, national, regional or international governmental bodies, bi-lateral and multi-lateral cooperation programmes, institutions, corporations, companies, associations, firms, foundations or organisations to assess, plan and develop partnerships resulting into the implementation of activities of the DIMSUR according to its mandate;
- (b) To accept, budget and ensure proper use of financial contributions and other forms of financial support from any of the above-listed entities as may be required for the DIMSUR's operations;
- (b) To develop, coordinate and propose policies and strategies for the review of the Executive Board and further endorsement by the Conference of Ministers;
- (c) To prepare annual work plans and budgets for review and approval of the Executive Board, including their revision, as required;
- (d) To ensure the implementation and oversee the activities of the DIMSUR associated with those work plans, in accordance with the approved budget;
- (d) To recruit technical and administrative staff, as required and according to the available financial resources, and provide leadership for the DIMSUR;
- (f) To report to the Executive Board both substantively and financially on an annual basis;
- (g) To perform such other functions that are conducive to the achievement of the objectives of the DIMSUR, as an autonomous body.

ARTICLE VI Staffing of the Secretariat

6.1 The staff of the DIMSUR shall consist of: (i) an Executive Director, to be appointed and approved by the Executive Board; (ii) one National Focal Point per Member State to be recommended by the Executive Director and approved by the Executive Board; (iii) technical staff and a support team (accountant, executive assistant, drivers, etc.) to be appointed by the Executive Director. The staffing may increase in size over time according to the needs and the availability of financial resources.

- 6.2. The paramount consideration in the appointment of the DIMSUR's staff and the determination of conditions of service shall be the requirement of securing the highest standards of quality, efficiency, competence and integrity. Staff may be of any nationality but preference in the initial appointments will be given firstly, to nationals from the Member States, and subsequently to citizens of countries from southern Africa.
- 6.3 Salary scales and other benefits shall be laid down in staff regulations developed by the Secretariat and approved by the Executive Board.

ARTICLE VII Financial Provisions

- 7.1 In addition to Article II, clause 2.3, the DIMSUR may acquire its funds, resources and assets by the following means:
 - (a) Cash/funds or assets donated by individuals and institutions for philanthropic reasons;
 - (b) Grants for meeting the objectives of the DIMSUR or for the implementation of its programmes;
 - (c) Income generated by the activities of the DIMSUR;
 - (d) Interest generated from the assets of the DIMSUR;
 - (e) Cash or assets donated to the DIMSUR by any will or testament or other legal deeds without any condition or commitment on the Technical Centre for liability for debt or other legal obligation;
 - (f) Any other lawful means consistent with the objectives of the DIMSUR.
- 7.2 The Executive Board shall decided on the date of commencement of the DIMSUR's financial year.
- 7.3 The financial operations of the DIMSUR shall be governed by internationally acceptable accounting standards.
- 7.4 The Executive Board shall approve the policies and procedures for finance, accounting and managing the assets of the DIMSUR by the Secretariat.
- 7.5 Each member of the Executive Board has the right to inspect the books and accounts of the Technical Centre.
- 7.6 A full financial audit of the operations of the Technical Centre shall be conducted on an annual basis by an independent auditing firm appointed by the Executive Board upon the recommendation of the Executive Director. Audit reports shall be submitted by the Executive Director to the Executive Board for its consideration and approval.

ARTICLE VIII Privileges and Immunities

8.1 The DIMSUR shall exercise the utmost diligence in obtaining from the Government of Mozambique and any other host country in which it may work, such agreements as are necessary for the

purpose of obtaining for the centre, its officials and facilities, privileges and immunities from any form of restriction such as immigration, income taxes and customs duties as are required for the Technical Centre to do its work effectively.

ARTICLE IX <u>Amendments</u>

9.1 This Charter may be amended by the Executive Board by a three-fourths (3/4) majority of the voting Members of the Executive Board present at a legally constituted meeting and by open voting, provided that such notice of such proposed amendment, together with its full text, shall have been mailed to all Executive Board members at least eight weeks in advance of the meeting or that such notice is waived by all Executive Board Members.

ARTICLE X Dissolution

- 10.1 The DIMSUR may be dissolved by a joint meeting of the Conference of Ministers and the Executive Board. The dissolution shall take place upon agreement by the official signatories. The procedures stated in Article IX shall apply.
- 10.2 In the event of a dissolution, the assets of the DIMSUR situated in Mozambique or in other countries shall be transferred to institutions and organisations in the sub-region selected by a joint meeting of the Conference of Ministers and the Executive Board that have similar objectives to the DIMSUR.

ARTICLE XI Entry into Force

11.1 This Charter shall enter into force upon the signature of the Memorandum of Understanding to which it constitutes Annex A by the Founding Member States.



The Government Letters of Endorsement for the Establishment of the DIMSUR in southern Africa, with initial focus on Madagascar, Malawi, Mozambique and the Union of Comoros dated:

25 November 2011, 22 May 2012, 6 June 2012 and
19 May 2012 respectively attached hereto.

Le Ministre de l'Intérieur

REPOBLIKAN' I MADAGASIKARA

Fitiavana - Tanindrazana - Fandrosoana

Antananarivo, le 2 5 NOV 2011

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Madame le Chargé de Programme de L'organisme des Nations Unies pour les Etablissements Humains (ONU-HABITAT)

<u>Objet</u>: Création d'un centre sous-régional pour la réduction des catastrophes et la reconstruction durable (DIMSUR) à Mozambique.

Madame le chargé de programme,

La création d'un centre pour la réduction des risques et des catastrophes et les reconstructions durables sous régional dans le Sud-Est de l'Afrique et dans le Sud-Ouest de l'Océan Indien ne peut être que bénéfique pour les quatre pays concernés dont Madagascar.

L'appui aux efforts nationaux et locaux pour faire face aux risques aux catastrophes, avec une importance accordée à la protection des personnes et des biens vis-à-vis des aléas climatiques, à travers l'établissement dudit centre est une opportunité à saisir.

Ainsi, ai-je l'honneur de porter à votre connaissance la non-objection du Gouvernement Malagasy pour la poursuite du processus de mise en place dudit centre afin de permettre aux quatre pays concernés de collaborer étroitement en matière de gestion des risques et catastrophes, avec la possibilité d'extension vers les autres pays de la sous-région.

En souhaitant l'aboutissement de cet ambitieux projet, veuillez recevoir, Madame le Chargé de Programme, l'assurance de ma considération distinguée.

Le Minietre de l'Interieur

Forent RAKOTOARISOA

Telephone: 265 1 789 311 Fax : 265 1 788456



Office of the President and Cabinet Private Bag 301 Lilongwe 3 Malawi

Ref No M3/01/49

22nd May, 2012

Axumite Gebre-Egziabher
Director, Regional Office for Africa
UN-HABITAT
P O Box 30030
GPO 00100 – Nairobi
Kenya.

Pedro Basabe Head, Regional Office for Africa United Nations International Strategy for DR (UN-ISDR) Nairobi Kenya

cc: Mathias Spaliviero
UN-HABITAT
P O Box 30030
GPO 00100 - Nairobi
Kenya.

Dear Sir/Madam,

FORMAL ENDORSEMENT OF THE COUNTRY-DRIVEN TECHNICAL CENTRE FOR DISASTER RISK REDUCTION FOR SOUTHERN AFRICA, WITH INITIAL FOCUS ON MADAGASCAR, MALAWI, MOZAMBIQUE AND THE UNION OF COMOROS

It is with honour that we share the advances achieved towards the establishment of a technical centre to support Disaster Risk Reduction (DRR) efforts in this sub-region as initially driven by Madagascar, Malawi, Mozambique and the Union of Comoros.

Building on these achievements, we hereby provide you with a formal endorsement of the initiative.

As a country, we are aware that this initiative aims at establishing the capacities and the technical knowledge to reduce risks of disasters. This

effort is of significant relevance for the country and the sub-region. In fact, Malawi faces a number of disasters, both natural and human-made which include floods, drought, stormy rains, strong winds, hailstorms, landslides, earthquakes, pest infestations, disease outbreaks, fire and accidents. The intensity and frequency of disasters has been increasing, in light of climate change, population growth, urbanization and environmental degradation. Disasters disrupt people's livelihoods, endanger human and food security, damage infrastructure and hinder socio-economic growth and development. Disasters also increase the poverty of rural and urban households and erode the ability of the national economy to invest in key social sections that are important to reducing poverty.

Reducing risks of disasters through adequate capacities is, therefore, an integral element of socio-economic development strategies. This is fully recognized in Malawi, as demonstrated in the Malawi Growth and Development Strategy (MGDS), under theme Three "Social Support and Disaster Risk Management".

We strongly believe that the Sub-Regional Centre to be established will greatly help the participating countries, Malawi inclusive, to attract donor support and hence, mobilize resources for disaster risk management activities.

In view of this, on behalf of Malawi Government, I endorse the commitment for the establishment of the Sub-Regional Centre for Disaster Mitigation and Reconstruction (DIMSUR) in Mozambique.

Yours sincerely,

Bright Msaka, SC

CHIEF SECRETARY TO THE GOVERNMENT



Ofício nº 강성 /MAE/》 VGM/ 역속으 INGC/2012

Assunto: Estabelecimento do Centro Técnico Sub-regional de Apoio às Acções de Redução do Risco de Desastres na África Austral

Havendo necessidade de reforçar e consolidar a cooperação regional no domínio das acções de redução do risco de desastres, temos a honra de comunicar a Vossas Excelências que Moçambique acolhe o estabelecimento do Centro Técnico Subregional de Apoio às Acções de Redução do Risco de Desastres na África Austral (DIMSUR), no seu território.

Usamos esta ocasião, para informar a Vossas Excelências que todos os aspectos técnicos e operacionais inerentes a materialização desta iniciativa de impacto regional, no domínio dos esforços integrados de redução do risco de desastres, devem ser abordados através do Instituto Nacional de Gestão de Calamidades (INGC).

O INGC é a entidade do Governo que lida com os aspectos relacionados com a Gestão do Risco de Desastres em Moçambique.

Ciente de que o assunto merecerá a devida atenção de Vossas Excelências, endereçamos os melhores cumprimentos.

Maputo, aos o 6 de Junho de 2012

A MINISTRA

Carmelita Rita Namashulua

Exmo Senhor Silva J. Magaia Gestor do UN-HABITAT em Moçambique

MAPUTO



Unité -solidarité -Développement

MINISTERE DEL'INTERIEUR, DE L'INFORMATION, DE LA DECENTRALISATION CHARGE DES RELATIONS AVEC LES INSTITUTIONS

Moroni, le 19 rai 2012

LE MINISTRE

N°012- 171 /MIIDI /CAB

Α

Madame Axumite Gebre-Egziabher
Director
Regional Office for Africa
United Nations Human Settlements Programme
(UN-HABITAT)
UN Avenue, Gigiri,
UN-HABITAT, P.O. Box 30030
Nairobi 00100, Kenya

Monsieur Pedro Basabe Head, UNISDR Regional Office for Africa UN Complex, Gigiri, block N, first floor entry N-P blocks P.O. Box 47074. Nairobi Kenya

Objet : Approbation du gouvernement comorien de la création d'un Centre technique d'appui à la réduction des risques de catastrophes en Afrique australe

Madame et Monsieur.

J'ai l'honneur et le plaisir de vous informer que le Gouvernement comorien suit avec beaucoup d'attention le processus de création et de mise en place d'un Centre technique d'appui à la réduction des risques de catastrophes en Afrique australe dont le projet est porté par les quatre pays que sont le Malawi, Madagascar, le Mozambique et l'Union des Comores. Notre pays est, en effet, exposé à de multiples risques naturels, exacerbées par les changements climatiques. L'exposition à ces risques met en danger aussi bien la sécurité humaine mais aussi celle des infrastructures et à terme la capacité et les efforts de développement engagés sur l'ensemble du territoire national. La mise en place de ce Centre technique constituera un puissant levier pour préparer et répondre à l'impact potentiel des risques de catastrophes.

La réduction des risques de catastrophes fait partie intégrante des plans de développement de notre pays et des actions déployés par le Ministère dont j'ai la charge à travers notre structure d'appui qu'est la Direction Générale de la Sécurité Civile (DGSC), assurant la Coordination des Opérations de Secours et Préparation. Conscient de la nécessité d'apprendre des expériences des autres et de renforcer les capacités nationales, notre pays s'est engagé depuis le début dans le processus de mise en place du DIMSUR. Nous avons participé aux réunions de Nairobi (Avril 2010) dans lequel les quatre pays ont demandé à l'ONU-HABITAT de faciliter le processus, de Lilongwe (Février 2011) dans lequel le groupe de pilotage dirigé par l'ONU-SIPC a été formé, de Johannesburg (Juillet 2011) dans lequel le processus a été mis à jour et les décisions préliminaires prises et de Maputo (Décembre 2011) dans lequel l'étude a été finalisée et le projet de création du Centre a été enclenché. Nous travaillons de manière continue avec les équipes d'experts de l'ONU-HABITAT et avons également facilité la mission aux Comores des experts chargés de l'étude de faisabilité du Centre d'Avril 2011.

Compte tenu de la pertinence de cette initiative qui demeure conforme à nos priorités et qui respecte les stratégies sous-régionales pertinentes des institutions et de l'Union africaine, je voudrais réitérer notre engagement envers ce processus. Ce Centre sera pour nous un cadre approprié pour consolider et renforcer la prise de conscience nationale et régionale sur la nécessité de mettre en place de politiques hardies et efficaces de Réduction des Risques de Catastrophes. Pour cette raison, et en reconnaissant les progrès réalisés par le processus DIMSUR, le gouvernement de l'Union des Comores, approuve la création du Centre technique d'appui à la réduction des risques de catastrophes en Afrique australe.

Vous réitérant toute notre confiance et notre entière disponibilité à accompagner ce centre d'intérêt national, régional et international, je vous prie de croire, Madame et Monsieur les Directeurs, de l'expression de ma considération distinguée.

HAMADA ABDALLAH

ANNEX C

Form for Additional Signatories to sign the MoU

hereby agrees to become a party to the Memorandum of Understanding ("MoU"), signed by the Government of Madagascar as represented by the Ministry of Home Affairs (Ministère de l'Intérieur), the Government of Malawi as represented by the Office of the Vice-President, the Government of Mozambique as represented by the Ministry State Administration (Ministério da Administração Estatal-MAE), and the Government of the Union of Comoros as represented by the Ministry of Home Affairs, Information and Decentralisation, in charge of Institutional Relations (Ministère de l'Intérieur, de l'Information et de la Décentralisation – Chargé des Relations avec les Institutions), and UN-Habitat, acting as a facilitator, for the establishment of a Technical Centre for Disaster Risk Management, Sustainability and Urban Resilience (DIMSUR) in southern Africa, by signing this letter of endorsement in accordance with paragraph (8) of the preamble of the MoU forming an integral part thereof.
For the Government of
Honourable
[Insert Title] Place:
Date: