BILATERAL AGREEMENT FOR THE SUSTAINABLE MANAGEMENT OF FISHERIES RESOURCES AND AQUACULTURE IN LAKE EDWARD AND LAKE ALBERT AND THEIR BASIN

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF UGANDA

AND

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO
PREAMBLE


RECOGNIZING that the Parties share a common interest in the conservation, equitable utilization and management of the shared natural resources of Lake Edward and Lake Albert and their basin;

COMMITTED to ensuring the long-term conservation, management and sustainable use of fisheries resources in Lake Edward and Lake Albert and in so doing safeguarding the aquatic ecosystems in which the resources occur;

RECOGNIZING the necessity of establishing a sustainable legal and institutional framework for cooperative integrated and harmonized management of the fisheries resources and aquaculture in Lake Edward and Lake Albert and their basin and the contribution that this would make to strengthening relations between the Parties and to promoting development in the region;


RECOGNIZING relevant international and regional standards and policies, including those reflected in the Code of Conduct for Responsible Fisheries adopted by the Food and Agriculture Organization of the United Nations and the Policy Framework and Reform Strategy for Fisheries and Aquaculture in Africa adopted by the African Union;

ACKNOWLEDGING that the international obligations and standards call upon States to cooperate to sustainably conserve and manage transboundary natural resources and their environment;

REITERATING the political will for cooperation between the Parties expressed between the Presidents of each Party in the 2006 Ngurdoto Agreement;
RECOGNIZING that the Parties are party to the treaty of cross-border collaboration establishing the 2015 Treaty on the Greater Virunga Transboundary Collaboration on Wildlife Conservation and Tourism Development;

REAFFIRMING that States have the right to exploit resources within their territory pursuant to their policies and legislation, and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction;

DETERMINED to cooperate effectively to eliminate threats to the fisheries resources and the ecosystems in which they occur, including through harmonized and joint measures and actions;

CONVINCED that the long-term conservation, management and sustainable use of fisheries resources in Lake Edward and Lake Albert and the protection of their aquatic ecosystem may be best achieved by establishing a legal and institutional framework through which the Parties may effectively cooperate and enhance further understanding, development and equitable utilization of their common fisheries resources, and through the conclusion of an Agreement for that purpose;

HAVE AGREED as follows:

ARTICLE 1
INTERPRETATION

For the purposes of this Agreement:

a. “adverse impact” means any detrimental effect on natural resources, the ecosystem, the legitimate use of a Lake, human health, safety and cultural and economic well-being, that results directly or indirectly from human conduct;

b. “aquaculture” means the cultivation, propagation or farming of aquatic organisms, including fish, molluscs, crustaceans and aquatic plants whether from eggs, spawn, spat, seed or other means or by rearing fish taken from the wild or imported, or by other similar process;

c. “basin” means the geographical area bounded by the watershed limits of the designated Lake and all or any part of the Edward and Albert Lakes Aquatic Ecosystem, as well as those aspects of the environment that are associated with, affected by, or dependent upon this ecosystem including its water systems;
d. “biological diversity” means the variability among living organisms from all sources, including, inter alia, terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part, including diversity within species, between species and of ecosystems;

e. “Council of Ministers” means the Council of Ministers established under Article 9;

f. “ecosystem” means a dynamic complex of plant, animal and micro-organism communities and their non-living environment interacting as a functional unit;

g. “Executive Committee” means the Executive Committee of the Organization described in Article 11;

h. “Executive Director” means the chief executive and legal representative of the Organization appointed pursuant to Article 12.3;

i. “fish” means any water-dwelling aquatic animal or plant, alive or dead, and includes their eggs, spawn, spat and juvenile stages, and any of their parts;

j. “fisheries resources” refers to fish, including fish raised or farmed by aquaculture;

k. “fishing” means searching for, attracting, locating, catching, taking or harvesting fish or any activity which can reasonably be expected to result in the attracting, locating, catching, taking or harvesting of fish;

l. “genetic resource” means any genetic material of actual or potential value, consisting of plant or animal, microbial or other origin containing functional units of heredity;

m. “natural resource” means any naturally occurring living or non-living component of the environment of actual or potential use or value to humanity, and includes fisheries resources;

n. “Organization” means the organization established in Article 7;

o. “person” includes natural and legal persons, including individuals, corporations, partnerships, associations or other entity;

p. “pollution” means the introduction by humans, directly or indirectly, of substances or energy into the Lake Basin, which results or is likely to result in hazards to human health, harm to living organisms or ecosystems, damage to amenities or interference with legitimate uses of either lake;
q. “related activity” in relation to fishing or fisheries means any operation in support of, or in preparation for, fishing, including landing, packaging, processing, transporting and trading and exporting, or attempting or preparing to do any such activity or activities;

r. “Secretariat” means the Secretariat of the Organization described in Article 12;

s. “sustainable use” includes:
   i. maintaining the potential of fisheries resources to meet the needs of present and future generations;
   ii. avoiding, remedying or mitigating any adverse effects of activities within the scope of this Agreement on the ecosystem; and
   iii. conserving, using, enhancing and developing fisheries resources to provide for social, economic and cultural wellbeing.

ARTICLE 2
OBJECTIVES

1. The objectives of this Agreement are to ensure the conservation, management and sustainable use of the fisheries and other relevant natural resources of Lake Edward and Lake Albert and their basin, and to provide harmonized measures and standards for aquaculture.

2. In order to achieve these objectives, the Parties shall apply the principles in Article 4 and shall cooperate to, inter alia:

   a. promote equitable and reasonable utilisation of the fisheries and other relevant natural resources without causing adverse impacts on such resources, their environment or the ecosystem;

   b. promote harmonization of legislation, policies, procedures and standards in relation to the fisheries and other relevant natural resources and aquaculture;

   c. protect the biodiversity of the fisheries and other relevant natural resources;

   d. prevent adverse impacts on the aquatic ecosystem;

   e. address activities related to fisheries and other relevant natural resources that may produce adverse transboundary impacts.
f. promote continued benefits to communities from activities relating to fisheries, aquaculture and other relevant natural resources, including through education and awareness, safety and security, reduction or elimination of conflicts over such resources and activities and, as appropriate, shared management;

g. implement this Agreement fully and in good faith, while respecting the sovereignty of the other Party.

ARTICLE 3
APPLICATION

1. This Agreement applies to Lake Edward and Lake Albert and their basin within the jurisdiction of the Parties.

2. Each Party shall apply this Agreement to all persons, vessels and aircraft within its jurisdiction or control, including to its nationals in areas beyond national jurisdiction.

ARTICLE 4
PRINCIPLES

The Parties shall take into account the following principles in implementing this Agreement:

a. ecosystems should be conserved and managed to ensure effective sustainable use of the fisheries and other relevant natural resources, promote responsible aquaculture practices and prevent adverse impacts on such resources or their environment;

b. the quality, diversity and availability of fisheries and other relevant natural resources should be maintained in sufficient quantities for present and future generations in the context of food security, poverty alleviation and sustainable development;

c. fisheries conservation and management measures and aquaculture measures and standards should:
   i. be based on the precautionary and ecosystem approaches and the best scientific evidence available, taking into account as appropriate traditional knowledge of the resources and their habitat, as well as relevant environmental, economic and social factors;
   ii. be based on applicable standards agreed at international or regional level;
   iii. protect biodiversity and preserve the aquatic environment;
   iv. protect endangered species and critical fish habitats;
v. prevent overfishing and excess fishing capacity, use selective and environmentally safe fishing gear and practices, rehabilitate fish populations and habitats as appropriate; and
vi. apply standards for biosafety and biosecurity.

d. fishing, related activities and aquaculture operations should minimise:
i. wastes, by-catch, discards and catch by lost or abandoned gear;
ii. pollution originating from fishing vessels or related activities; and
iii. catch of non-targeted species;

e. complete and accurate data and information concerning activities and operations relating to fisheries and other relevant natural resources should be collected, maintained and, as appropriate, shared, in a timely manner;

f. the interests of community and subsistence stakeholders should be taken into account, including their safety, security and participation in the management of their respective fisheries and other relevant natural resources;


g. an understanding of, and broad and accountable participation by, stakeholders in the conservation, management, development and sustainable use of fisheries and other relevant natural resources should be promoted to the extent practicable;

h. environmental quality in relation to the fisheries and other relevant natural resources should be optimised, including through environmental impact assessments;

i. conservation and management measures and standards should be implemented and enforced through effective monitoring, control and surveillance; and

j. applicable bilateral, regional and international agreements and relevant international law should be effectively implemented.

ARTICLE 5
RELATIONSHIP WITH INTERNATIONAL AND NATIONAL LAWS

1. This Agreement shall be interpreted and applied in conformity with international law taking into account applicable international rules and standards, as well as applicable international, regional sub-regional and national legal instruments.
ARTICLE 6
OBLIGATIONS OF PARTIES

1. Parties shall cooperate to implement this Agreement in accordance with its objective in Article 2 and principles in Article 4, promote sustainable management of fisheries and aquaculture and other relevant natural resources in Lake Edward and Lake Albert and in their basin and, as a matter of priority, take appropriate measures to prevent, reduce and eliminate transboundary adverse impacts on the fisheries resources arising from activities under their jurisdiction or control.

2. Each Party shall, in respect of matters under its jurisdiction:

a. promptly implement all strategies, plans, measures, standards and other decisions adopted or otherwise agreed by the Organization in accordance with Article 8.1 of this Agreement, in respect of all nationals and activities under their respective jurisdiction or control;

b. take steps to adopt mechanisms and processes as appropriate for institutional cooperation and collaboration pursuant to this Agreement at national level, and facilitate effective cooperation and communications between its national institutions and those of the other Party and the Organization;

c. develop, adopt and implement harmonized national policies, legislation, plans and procedures in accordance with:
   i. this Agreement;
   ii. applicable regional and sub-regional fisheries and aquaculture policy frameworks and strategies; and
   iii. relevant principles in applicable international instruments including the Code of Conduct for Responsible Fisheries adopted by the Food and Agriculture Organization of the United Nations;

d. provide sufficient human capacity, in a manner that promotes gender equity, to implement this Agreement and ensure that its objectives are achieved;

e. promote broad participation in fisheries and aquaculture management and the implementation of this Agreement, including at all levels of government, at community level with due regard to local conditions and by civil society;
f. facilitate interagency cooperation to address fisheries and aquaculture and related activities in accordance with this Agreement;

g. take measures to ensure the safety and security of persons engaged in legitimate fishing and aquaculture activities and activities involving other relevant natural resources in relation to Lake Edward and Lake Albert and their basin;

h. take measures to ensure an optimum environment for the fisheries and other relevant natural resources, including as appropriate the formulation and implementation of environmental impact assessments;

i. cooperate effectively in the monitoring, control, surveillance and enforcement of national measures and in any cooperative or joint operations that may be established by the Organization; and

j. take such other measures and actions as otherwise required in this Agreement or agreed by the Organization.

3. Each Party shall support the effectiveness of the Organization by, \textit{inter alia}:

a. employing all reasonable efforts to provide information requested by the Organization or the other Party in a timely manner that facilitates its use, relying on existing information sharing processes or mechanisms where appropriate;

b. providing the Organization with access to all legislation, documents, data, research and reports concerning activities falling within the scope of this Agreement, subject to reasonable and practical requirements;

c. making such full and timely reports as the Organization may require;

d. monitor and regularly review the implementation of this Agreement and assess the extent to which its objectives are being met, and make recommendations as appropriate to the Organization for strengthened cooperation and measures where needed, including to reduce the risk and magnitude of transboundary adverse impacts;

e. fully providing such financial, human capacity or other support to the Organization as may be agreed pursuant to this Agreement;

f. fully providing its assessed contributions in a timely manner; and
g. complying with the decisions and direction of the Organization and undertaking such other activities it may determine in accordance with this Agreement.

ARTICLE 7
ESTABLISHMENT OF THE ORGANIZATION

1. The Lake Edward and Lake Albert Fisheries and Aquaculture Organization ("the Organization") is hereby established. The Organization shall function in accordance with this Agreement. Each Party shall be a member of the Organization.

2. The organs of the Organization are the:
   a. Council of Ministers;
   b. Executive Committee;
   c. Secretariat.

3. The Council of Ministers may establish such committees or other subsidiary bodies as it may deem necessary for the performance of the functions of the Organization.

4. The Executive Committee may establish temporary or permanent sub-committees or working groups as it may deem necessary for the performance of its functions.

5. The Secretariat shall be comprised of an Executive Director and such other staff as the Organization may require, and the Executive Director may enter into contractual arrangements with any existing organization for the provision of services.

6. The Organization shall have international legal personality and such legal capacity as may be necessary to perform its functions.

7. The Headquarters of the Organization shall be at the place, within the territory of either Party, that is designated by the Council of Ministers. The Organization shall enter into a headquarters agreement, approved by the Council of Ministers, with the Host State.

8. The Organization shall apply the principle of cost-effectiveness in carrying out its functions.
ARTICLE 8
FUNCTIONS OF THE ORGANIZATION

1. The functions of the Organization shall be discharged in accordance with the objectives in Article 2 and the principles in Article 4 of this Agreement, and are to:

a. develop, approve and adopt:

i. strategies and management plans that ensure the long-term sustainability of operations concerning fisheries, aquaculture and other relevant natural resources in Lake Edward and Lake Albert and their basin;

ii. joint or coordinated plans and measures for the conservation and management of fisheries and other relevant natural resources in Lake Edward and Lake Albert and their basin;

iii. joint or coordinated plans, measures and standards for aquaculture operations in Lake Edward and Lake Albert;

iv. joint or coordinated measures and procedures relating to monitoring, control and surveillance of activities that fall within the scope of this Agreement;

v. joint or coordinated measures and procedures concerning the collection, provision and dissemination of information and data;

vi. joint or coordinated measures to achieve the safety and security of fishers and fish farmers and stakeholders involved in activities concerning other relevant natural resources; and

vii. such other measures or decisions to further the objectives, principles and provisions of this Agreement.

b. identify activities falling within the scope of this Agreement that have had, are having or may have an adverse impact on the fisheries resources or other relevant natural resources, and adopt such measures or make such recommendations as may be appropriate to prevent, reduce or eliminate any such possible risks or impacts;

c. take measures to achieve the development and harmonization of Parties' national policies and legislation in relation to matters falling within the scope of this Agreement, including achieving consistency with the measures and procedures
adopted pursuant to this Agreement, and with applicable sub-regional, regional and international policy frameworks, strategies and obligations;

d. collect, coordinate, assess and disseminate information concerning activities falling within the scope of this Agreement, relevant environmental and geological factors, ecosystem aspects and other matters as the Parties may agree;

e. establish and maintain an information and communications system, including a database containing information referred to in subparagraph (d) and such other data and information, and under such conditions, as the Parties may agree;

f. identify and coordinate research and advice in support of conservation and management for matters falling within the scope of this Agreement, including scientific, legal, socio-economic and environmental aspects, and disseminate the results, as well as relevant information from national and international institutions or programmes;

g. facilitate monitoring, control, surveillance and enforcement of national legislation and applicable measures or standards adopted pursuant to this Agreement through coordinated or joint monitoring, control and surveillance measures, procedures and operations and enforcement by the respective Parties;

h. facilitate cooperation for purposes of conflict avoidance and resolution;

i. facilitate support for the development of fisheries and aquaculture in Lake Edward and Lake Albert;

j. promote capacity and human resource development in existing national agencies, organizations or institutions of the Parties that may contribute to the objectives of this Agreement, including as appropriate coordination of relevant training activities;

k. raise awareness of responsible practices for fishers, fish farmers and stakeholders involved in other relevant natural resources through facilitation of education, training and awareness raising in accordance with Article 14;

l. promote the development and use of technology and fisheries and aquaculture infrastructure that can be used to further the objectives and principles of this Agreement;

m. liaise, cooperate and coordinate with:
   i. national, provincial, district and local government agencies of the Parties;
ii. other institutions and organizations of the Parties, including those involved in fisheries and aquaculture research;

iii. such national, regional and international organizations or institutions that may support or otherwise contribute to the objectives and implementation of this Agreement;

n. consider and advise on the effects of the direct or indirect introduction of any invasive, exotic or alien species of fish, or other aquatic animals or plants into the waters of Lake Edward or Lake Albert or their basin, and adopt measures or make recommendations as appropriate; and

o. undertake such other functions as it may determine to be necessary or desirable in order to achieve the objectives of this Agreement.

2. In performing its functions, the Organization shall:

a. adopt and/or amend as necessary the rules for the conduct of its meetings and for the exercise of its functions, including Rules of Procedure, Financial Regulations and other regulations;

b. adopt and periodically review a medium to long-term policy and strategy;

c. adopt a plan of work and budget at least every biennium;

d. receive contributions from the Parties, seek funding, formulate plans for financial management and allocate funds to activities of the Organization, or to such activities of the Parties as it may determine to further the purposes of this Agreement;

e. produce a report at least every biennium, including financial and operational matters;

f. carry out its activities in a transparent and accountable manner; and

g. perform such other functions and carry out such other activities as may be necessary to implement this Agreement.

ARTICLE 9
COUNCIL OF MINISTERS

1. The supreme body of the Organization shall be the Council of Ministers consisting of the Ministers responsible for Fisheries, Foreign Affairs and the Environment of each Party, or their authorized representatives.
2. The Executive Director of the Organization shall serve as the secretary and shall attend its meetings but shall not have the right to vote.

3. The Council of Ministers shall elect a Chair, who shall serve for a two-year term. The Chair of the Council of Ministers shall alternate between the Ministers responsible for Fisheries for each Party.

4. The Council of Ministers shall hold a session as often as it considers necessary or on the call of its Chair or the Executive Director or at the request of a Party, and shall hold a regular session at least biennially at such time and place as it shall determine. The Council of Ministers may hold a special session if it so decides or at the request of any Party. The Chair shall inform the Parties of the date and place of any session or special session.

5. Subject to paragraph 6, no session of the Council of Ministers shall take place unless all Ministers or their authorized representatives are present at the designated date and place.

6. Should matters of exceptional urgency arise between two sessions of the Council of Ministers on which its action is required, the Executive Director, after having consulted the Chair of the Council, may, through the Chair, seek the opinion of the Members by any rapid means of communication where a majority of Members, including the Chair, have agreed on this procedure, and shall at the same time inform both Parties. Any decision or outcome taken under this procedure shall be governed by applicable rules of this Agreement and considered as a decision or outcome taken in a session of the Council of Ministers and shall be so confirmed by the Chair.

7. The Council of Ministers may make arrangements for:

   a. participation by observers in sessions or meetings of the Council or its committees by any organization or institution with a mandate that has relevance to any item on the agenda, and may invite the head or authorized representative of any relevant government agency not represented or persons with expertise relevant to any item on the agenda to attend sessions or meetings as observers; and

   b. submission of memoranda.

8. The Council of Ministers shall unanimously adopt Rules of Procedure for its sessions and meetings of the Executive Committee, and may invite the heads of any relevant government agencies not represented, or their authorized representatives, to attend such sessions or meetings.
9. The Council of Ministers shall unanimously adopt Financial Regulations, prepared in consultation with the Secretariat, to determine, which shall inter alia provide for the financial obligations of Parties under this Agreement.

10. As far as possible, decisions of the Council of Ministers will be taken by consensus. Where it is not possible to reach consensus, the matter will be decided by majority vote except as provided in subsection 7 and 8. Each Minister shall have one vote.

**ARTICLE 10**

**FUNCTIONS OF THE COUNCIL OF MINISTERS**

1. In accordance with the objectives and principles of this Agreement, the Council of Ministers shall perform the following functions:

   a. review reports and recommendations submitted to it by the Executive Committee concerning the implementation of this Agreement;

   b. consider, approve and review the implementation of any policy, strategic plan, work plan, budget and audited accounts in relation to the Organization, submitted to it by the Executive Committee;

   c. review and adopt such management plans, strategies, measures, standards, procedures and decisions described in Article 8.1.a;

   d. approve formal agreements or memoranda of understanding with institutions, organizations and agencies pursuant to the Organization's function described in Article 8.1.n;

   e. consider and adopt amendments to this Agreement in accordance with Article 21;

   f. establish such committees or other subsidiary bodies as it may deem appropriate for the performance of the functions of the Organization in accordance with Article 7.3;

   g. establish general standards and guidelines for the management of the Organization;

   h. adopt the rules and procedures governing the appointment of the Executive Director and Deputy Executive Director of the Organization;

   i. appoint the Executive Director of the Organization;
j. establish posts and determine the conditions of employment of the staff and adopt or amend the Staff Regulations of the Organization; and

k. perform such other functions as may be required pursuant to this Agreement.

2. The Council of Ministers may, within the limits determined by it, delegate any matter falling within its functions to the Executive Committee except for functions specified in subparagraphs a, b, c, e, and i of paragraph 1 above.

ARTICLE 11
EXECUTIVE COMMITTEE

1. The Executive Committee shall consist of six members, comprising three members from each Party. The Executive Director of the Organization shall serve as the secretary and shall attend its meetings but shall not have the right to vote.

2. Each Party shall appoint three persons to the Executive Committee with expertise relevant to the sustainable management of the fisheries resources and shall, to the extent possible, reflect gender equity and the diversity of expertise required for the implementation of this Agreement in such appointments. The appointees shall include permanent secretaries of relevant government agencies or persons with equivalent qualifications and experience.

3. The first meeting of the Executive Committee shall be convened by the first Chair of the Council of Ministers not later than three months after the entry into force of this Agreement. The Executive Committee shall elect a Chair who shall hold office for a period of three years, after which the office of Chair shall be elected for three-year terms and alternated between the Parties.

4. The Executive Committee shall hold one regular annual session and such other special sessions as it may determine. A special session shall be called upon the request of either Party. The Executive Director of the Organization shall inform the Parties of the date and place of any session.

5. As far as possible, decisions and recommendations shall be made by consensus. Where it is not possible to reach consensus, a decision may be made by a majority of the votes of the members present and voting either in person or by proxy. Each member shall have one vote.

6. The Executive Committee shall propose rules of procedure for itself and for any subsidiary body for approval by the Council of Ministers.
7. Should matters of exceptional urgency arise between meetings of the Executive Committee on which its action is required, the Executive Director, after having consulted the Chair of the Executive Committee, may, through the Chair, seek the opinion of the Members by any rapid means of communication where a majority of Members, including the Chair, have agreed on this procedure, and shall at the same time inform both Parties. Any decision or outcome taken under this procedure shall be governed by applicable rules of this Agreement and considered as a decision or outcome taken in a meeting of the Executive Committee and shall be so confirmed by the Chair.

8. Subject to the provisions of any rules of procedure approved by the Council of Ministers, and in accordance with Article 7.4, the Executive Committee may establish temporary or permanent sub-committees and working groups, including scientific and management technical sub-committees, and may request technical advice from external experts and institutions.

9. The functions of the Executive Committee are to support, guide and monitor the implementation of this Agreement, and it shall:

a. implement the policies and decisions of the Council of Ministers and undertake tasks assigned to it by the Council;

b. provide scientific, legal, socio-economic and other technical advice to the Council of Ministers;

c. prepare and propose for review and adoption by the Council of Ministers, such policies, strategies, plans, measures, standards and other decisions that may be adopted pursuant to Article 8.1 of this Agreement, or otherwise agreed;

d. monitor, review and assess the implementation of such policies, strategies, measures, standards and other decisions that have been adopted or otherwise agreed in accordance with this Agreement and as appropriate report and make recommendations to the Council of Ministers;

e. provide guidance to the Executive Director on the implementation of policy and decisions taken by the Council of Ministers;

f. make recommendations on national arrangements for the implementation of this Agreement, including the establishment of national committees or contact points and their functions and responsibilities;
g. support requests to and negotiations with donors with a view to developing donor-funded programs and projects for consideration by the Council of Ministers;

h. arrange or commission studies and assessments to enable this Agreement to be effectively implemented and to monitor and evaluate its effectiveness;

i. supervise the activities of the Secretariat including assigning tasks to it, approve the work program and monitor the execution of that program and the budget of the Organization;

j. undertake, at the request of the Chair of the Council of Ministers, any urgent or important task under this Agreement that may arise between sessions of the Council of Ministers and report back to the Council of Ministers in a timely manner; and

k. carry out other functions in accordance with this Agreement, or as may be delegated to it by the Council of Ministers pursuant to Article 10.2.

ARTICLE 12
SECRETARIAT

1. The Secretariat of the Organization shall comprise an Executive Director, a Deputy Executive Director and such basic staff that may be required for its operation, taking into account the principle of cost-effectiveness.

2. The Secretariat is the executive organ of the Organization and shall be under the supervision of the Executive Committee. It shall be under and the direction of the Executive Director who shall be assisted by the Deputy Executive Director. The Executive Director shall be the chief executive officer of the Organization and shall represent the Organization in the exercise of its legal personality.

3. The appointment and conditions of service of the Executive Director and Deputy Executive Director shall be in accordance with the following requirements:

a. The Council of Ministers shall appoint the Executive Director and the Deputy Executive Director of the Organization for a period not exceeding three years subject to terms and conditions of service, including provisions on removal, it shall approve. It may, at its discretion, appoint an Executive Director or Deputy Executive Director for one further term of three years.
b. The first Executive Director and Deputy Executive Director shall be nationals of each Party and shall be appointed by the Council of Ministers from a list of suitably qualified candidates.

c. Subsequent Executive Directors and Deputy Executive Directors shall be appointed by the Council of Ministers from suitably qualified candidates nominated by the Parties, and for each position the nationality of the appointees shall alternate between the Parties.

d. If an Executive Director or a Deputy Executive Director does not complete a term of office a replacement Executive Director or Deputy Executive Director nominated by the same Party shall be appointed to complete the term of office.

4. The Executive Director of the Organization, with the approval of a selection committee constituted of members of the Executive Committee, shall appoint the technical staff of the Secretariat. The staff shall be appointed on the basis of technical competence but with due regard to the need to appoint, as far as possible, equal numbers of technical professional staff from each Party. The Executive Director may recruit and appoint the General Service Staff.

5. All staff of the Organization shall be responsible to, and receive instructions from, the Executive Director. They shall not seek or receive instructions with regard to the performance of their duties from any authority external to the Organization.

6. The functions of the Secretariat are to:

a. perform the tasks and provide technical, financial and administrative services and advice required by the Executive Committee and the Council of Ministers;

b. prepare, monitor, assess and implement policies, plans, strategies, measures, projects, programmes and reports as required by the Executive Committee;

c. develop work programs and budgets for the Organization;

d. maintain an information and communications system, including regularly obtaining, updating and facilitating the exchange of information and data relevant to the implementation of this Agreement;

e. arrange and support meetings of the Council of Ministers, the Executive Committee and such other committees, working groups or projects as may be established;
f. conduct effective liaison with the Parties, including national committees, agencies, organizations, institutions and communities, and with relevant organizations and institutions at sub-regional, regional and international levels;

g. prepare reports on the execution of its functions under this Agreement and present them to the Executive Committee; and

h. perform any other functions in accordance with this Agreement as may be determined by the Council of Ministers or the Executive Committee.

ARTICLE 13
MANAGEMENT OF THE ECOSYSTEM

Parties shall cooperate through the Organization to protect, conserve and manage the ecosystem related to Lake Edward and Lake Albert and their basin and to that end shall adopt or agree on measures or joint actions to:

a. harmonize, implement and enforce, as appropriate, national environmental policy, legislation and procedures relating to such aquatic ecosystem;

b. require minimum requirements and standards for assessments of environmental impacts that have, or are likely to have, an adverse impact on the fisheries resources or other relevant natural resources and share the outcomes of such assessments;

c. recognize and protect endangered species of fisheries or other relevant natural resources, and control their exploitation;

d. control or prohibit the introduction of invasive, exotic or alien species of weeds or fish that cause, or are likely to cause, direct or indirect adverse impacts to the fisheries resources;

e. protect aquaculture biosafety and biosecurity, including through early warning systems for disease control, eco-friendly disease control measures and risk analysis studies;

f. prevent and contain aquaculture disasters, including notification and measures to prevent, mitigate and eliminate the harmful effect of such disasters and development of joint emergency and contingency plans;
g. conserve the genetic resources of the fisheries resources and other relevant natural resources and promote and share research activities and results into the protection and utilization of such resources; and

h. recognize and manage the impacts of climate change on the aquatic ecosystem.

ARTICLE 14
EDUCATION AND AWARENESS RAISING

Parties shall cooperate through the Organization to advance education, awareness and support for sustainable fisheries and aquaculture and the implementation of this Agreement by stakeholders in relation to Lake Edward and Lake Albert and their basin, including through:

a. elaboration and implementation of programs of education and public awareness;

b. fostering the provision and exchange of information;

c. facilitating stakeholder participation in activities within the scope of this Agreement; and

d. dissemination of information to any affected communities.

ARTICLE 15
FINANCIAL RESOURCES

1. The Council of Ministers shall, in adopting Financial Regulations pursuant to Article 9.7:

a. require procedures governing the receipt, disbursement, reporting and auditing of funds; and

b. establish a fund or other financial mechanism to support the implementation of this Agreement.

2. The budget of the Organization shall be submitted by the Executive Committee to the Council of Ministers for its approval, and it shall consist of:

a. contributions in equal shares by the Parties unless the Council of Ministers decides otherwise; and
b. donations, grants and legacies that may be made by any organization or body, whether governmental or non-governmental, provided that the terms of their use are compatible with the objectives of this Agreement.

3. Contributions by the Parties shall be paid in freely convertible currency into an account or accounts established by the Organization in a banking institution of good standing.

4. The Organization shall, as far as its financial resources permit, fund activities undertaken to implement the work program to the extent that they benefit both Parties.

5. Each Party shall fund those activities related to the implementation of this Agreement that are undertaken within its territory or for its exclusive benefit, unless otherwise agreed by the Council of Ministers.

6. Unless otherwise determined by the Council of Ministers, the Organization shall fund the members of the Executive Committee for travel to and participation in sessions of the Executive Committee.

7. Members of any committees, sub-committees or working groups established by or pursuant to Article 7.3, 7.4 or 11.7 shall be entitled to such allowances as may be determined from time to time by the Council of Ministers in relation to expenses incurred in their attendance at meetings, or otherwise in connection with the discharge of their responsibilities.

8. The Executive Committee shall submit annual audited accounts to the Parties not more than ninety days after the conclusion of the financial year to which they relate.

**ARTICLE 16**

**TERRITORIAL LIMITS**

1. Nothing in this Agreement shall be interpreted as affecting the territorial jurisdiction of the Parties or of their sovereignty in respect of the areas of Lake Edward and Lake Albert that fall within their respective jurisdictions.

2. In order to promote effective implementation of this Agreement and avoid conflicts based on differences in the interpretation of the national boundaries of each Party in relation to Lake Edward and Lake Albert, the Parties shall endeavour to agree upon and demarcate boundaries within such Lakes and until such agreement is reached may agree on provisional arrangements without prejudice to the outcome of the final demarcation.
ARTICLE 17
CONFLICT AND DISPUTE PREVENTION AND RESOLUTION

1. Parties shall cooperate to prevent conflicts and disputes, including strengthening the trust and confidence of, and dialogue among communities in the sustainable management of fisheries and aquaculture.

2. Parties shall use their best endeavours to resolve any conflicts or disputes by amicable means which may include, where a dispute is of a technical nature, expert analysis and agreement on a strategy for peaceful resolution of disputes.

3. In the event of a dispute between Parties concerning the interpretation or implementation of this Agreement, the Parties shall notify this to the Secretariat of the Organization and shall seek a solution through negotiation.

4. If the Parties cannot settle the dispute through a strategy for resolution or negotiation they shall agree in good faith a peaceful dispute resolution procedure, which may include:
   a. jointly seeking the good offices of, or mediation by, a third party;
   b. submitting the dispute to impartial fact-finding; and/or
   c. submitting the dispute to arbitration to be decided by mutual agreement.

5. Parties shall agree on a process to verify compliance with the resolution of the dispute.

ARTICLE 18
NOTIFICATION

1. Each Party shall provide, as early as practicable, prior notification to the Organization and each other of any development or activity that may affect the ecological integrity of the aquatic ecosystem of the Lake Edward and Lake Albert Basin and the other Party.

2. At the time of notification, and continuously thereafter, the Parties shall promptly share through the Organization any updated or specific information, as it becomes available, relevant to such developments and activities.

3. Parties may, without delay or notification, implement developments or activities that are of the utmost urgency to protect public health or public safety. Notification of sufficient information and data shall be made to the Organization and to the other Party as soon as practicable, and consultations shall be initiated as appropriate.
ARTICLE 19
SIGNATURE AND APPROVAL

1. This Agreement shall be open for signature by the Republic of Uganda and the Democratic Republic of Congo.

2. This Agreement is subject to approval by the signatories.

ARTICLE 20
ENTRY INTO FORCE

This Agreement takes effect after signature by both Parties and approval by each Government in accordance with its applicable requirements, thirty days after the notification of the date of the later approval to the other Party.

ARTICLE 21
AMENDMENT

1. Proposals for amendments to this Agreement shall:

   a. be made in writing by a Party and notified, at the same time, to the other Party and the Executive Director of the Organization;

   b. only be considered by the Council of Ministers if the notification required in subparagraph (a) has been made at least ninety days before the opening day of the session at which it is to be considered.

2. Amendments to this Agreement shall:

   a. be adopted by consensus, but if all efforts to reach consensus fail shall be adopted by a majority of the members of the Council of Ministers present and voting;

   b. enter into force on the thirtieth day after adoption by the Council of Ministers.
ARTICLE 22
WITHDRAWAL AND TERMINATION

1. This Agreement shall remain in force unless a Party has withdrawn or both Parties agree to terminate it.

2. A Party may withdraw from this Agreement at any time after the expiry of two years from the date upon which the Agreement entered into force, by giving written notice of such withdrawal to the other Party.

3. Withdrawal shall become effective at the end of the calendar year following that in which the notice of withdrawal has been received by the other Party.

IN WITNESS WHEREOF the undersigned, being duly authorized representatives of their respective Governments, whose names appear hereunder, have signed this Agreement in English and in French, both texts being equally authentic.

Done at Kampala this 20th day of October 2018

SIGNATURE:

Hon. KIBANZANGA M.T CHRISTOPHER
Minister of State for Agriculture

FOR AND ON BEHALF OF THE GOVERNMENT OF
THE REPUBLIC OF UGANDA

SIGNATURE:

H.E. PALUKU KISAKA YERE YERE
Minister of Fisheries and Livestock

FOR AND ON BEHALF OF THE
GOVERNMENT OF THE
DEMOCRATIC REPUBLIC OF
THE CONGO