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FINAL DRAFT

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**SOUTHERN AFRICAN
POWER POOL (SAPP)
INTER-UTILITY
MEMORANDUM
OF UNDERSTANDING
SADC POWER UTILITIES;
AND SNEL
JOHANNESBURG
7-8 DECEMBER 1994**

**SOUTHERN AFRICAN POWER POOL
INTER-UTILITY MEMORANDUM OF UNDERSTANDING**

PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into by the signatories. Those signatories which are also Electricity Supply Enterprises are referred to as "Members".

RECITALS

WHEREAS, the Southern African Development Community (SADC) power Utilities and Société Nationale d' Electricite (SNEL) of Zaire are engaged in the electricity supply business in their own countries; and

WHEREAS, the "Members" wish to continue with the development of interconnections between their respective networks and expand capacity and energy trade among themselves; and

WHEREAS, the "Members" desire to participate in a regional power pool under the name of the Southern African Power Pool (SAPP) to reduce investments and operating costs, enhance reliability of supply and share in the other benefits resulting from the interconnected operation of their systems; and

WHEREAS, the "Members" wish to provide further opportunities to co-ordinate the installation and operation of generation and transmission facilities in their respective networks; and

WHEREAS, the "Members" wish to co-operate and seek mutually beneficial arrangements wherever possible and to refrain from arrangements that would be detrimental to any "Member" or "Members"; and

WHEREAS, the "Members" accept that their relationship be based on the following principles:

- (a) That issues related to interconnections be handled in a spirit of co-operation and in a friendly, open and trusting manner;



- (b) That Members have equal rights and equal obligations, act in solidarity and refrain from taking advantage of each other.

NOW THEREFORE, the "Members" agree to enter into this MOU for the formation of the "Southern African Power Pool" hereinafter called the "SAPP" or the "Pool".

ARTICLE 1 : PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

The purpose of this inter-utility Memorandum of Understanding is to establish the basic principles under which the SAPP will operate and the objectives which it aims to achieve. These are based on the need for all Members:

- (a) to co-ordinate and co-operate in the planning and operation of their systems to minimize costs while maintaining reliability and,
- (b) to fully recover their costs and share equitably in the resulting benefits.

Among the benefits that will be achieved, are reductions in required generating capacity, reductions in fuel costs and improved use of hydro-electric energy.

ARTICLE 2 : HIERARCHY OF THE DOCUMENTS GOVERNING THE SAPP

The following documents shall govern the establishment and administration of the SAPP. In case of inconsistency, the first document shall have precedence over the second document; the second document over the third document and the third document over the fourth document.

- (i) The Inter-Government "Memorandum of Understanding".
- (ii) The Inter-Utility "Memorandum of Understanding".
- (iii) The "Operating Agreement".
- (iv) The "Operating Guidelines".

No other document can be construed as governing the establishment and the administration of the SAPP.

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ARTICLE 3 : DEFINITIONS

In addition to the definitions given below, definitions of terms directly related to the operation of the SAPP are given in the Operating Agreement. Those definitions shall apply if the need arises to obtain the meaning of a term which is defined in the Operating Agreement, but not in this MOU.

3.1 CO-ORDINATION CENTRE:

Co-ordination Centre shall mean a Centre created in accordance with Article 16, whose functions and duties are defined in the Operating Agreement.

3.2 ENVIRONMENTAL SUB-COMMITTEE:

Environmental Sub-Committee shall mean a Sub-Committee whose composition and duties are defined in Article 15.

3.3 ELECTRICITY SUPPLY ENTERPRISE:

An Electricity Supply Enterprise shall mean an entity which operates a Control Centre around the clock; which owns - or controls through other means - the operation of several generating units and regularly operates such units to meet a portion or all of its load obligations; which owns a transmission system already interconnected with neighbouring Electricity Supply Enterprise(s) or which may be interconnected with such Electricity Supply Enterprise(s) some time in the future (see also Independent Power Producers, Article 3.5).

3.4 EXECUTIVE COMMITTEE:

Executive Committee shall mean a Committee whose composition and duties are defined in Article 10.

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3.5 INDEPENDENT POWER PRODUCER:

Independent Power Producer shall mean the operator of a generating facility connected to the SAPP, but having no external load obligation. Independent Power Producers may participate in the Operating and Planning Sub-Committees, but not in the Management or Executive Committees of the SAPP.

3.6 MANAGEMENT COMMITTEE:

Management Committee shall mean a Committee whose composition and duties are defined in Article 11.

3.7 OPERATING AGREEMENT:

Operating Agreement shall mean an Agreement entered between the Members which have their systems interconnected and which are part of the Operating Sub-Committee. Such Members shall be referred to as Operating Members.

3.8 OPERATING SUB-COMMITTEE:

Operating Sub-Committee shall mean a Sub-Committee, the composition and duties of which are referred to in Article 14.

3.9 OPERATING MEMBER:

Operating Member shall mean a Member which has its system interconnected with at least one other Member and which is a signatory of the Operating Agreement.

3.10 PLANNING SUB-COMMITTEE:

Planning Sub-Committee shall mean a Sub-Committee, the composition and duties of which are defined in Article 13.

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3.11 POOL PLAN:

Pool Plan shall mean an overall expansion programme of the Member's systems which takes into account possible synergy between these systems. The Pool Plan shall be prepared by the Planning Sub-Committee in accordance with Article 13.2.2. The Pool Plan shall be purely indicative and shall not create an obligation upon the Members to comply.

3.12 SADC:

SADC shall mean the Southern African Development Community. Its objective is to promote the development of the countries situated in the Southern part of Africa in a coordinated manner at the political, social, economic and technical levels.

ARTICLE 4 : MANAGEMENT STRUCTURE OF THE SAPP

The Management Structure of the SAPP is given in Figure 1.

4.1 EXECUTIVE COMMITTEE:

The highest authority in the Pool shall be vested in the Executive Committee which shall be composed of the Chief Executives of only those Member Electricity Supply Enterprises who serve end-use customers. Independent Power Producers shall not be eligible to participate in the Executive Committee. The Committee shall act as the Board of the Pool. Its duties are described in Article 10. Every Chief Executive shall continue to report to his own Controlling Body and the creation of the SAPP shall in no way alter or modify this relationship.

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MANAGEMENT STRUCTURE OF THE SOUTHERN AFRICAN POWER POOL

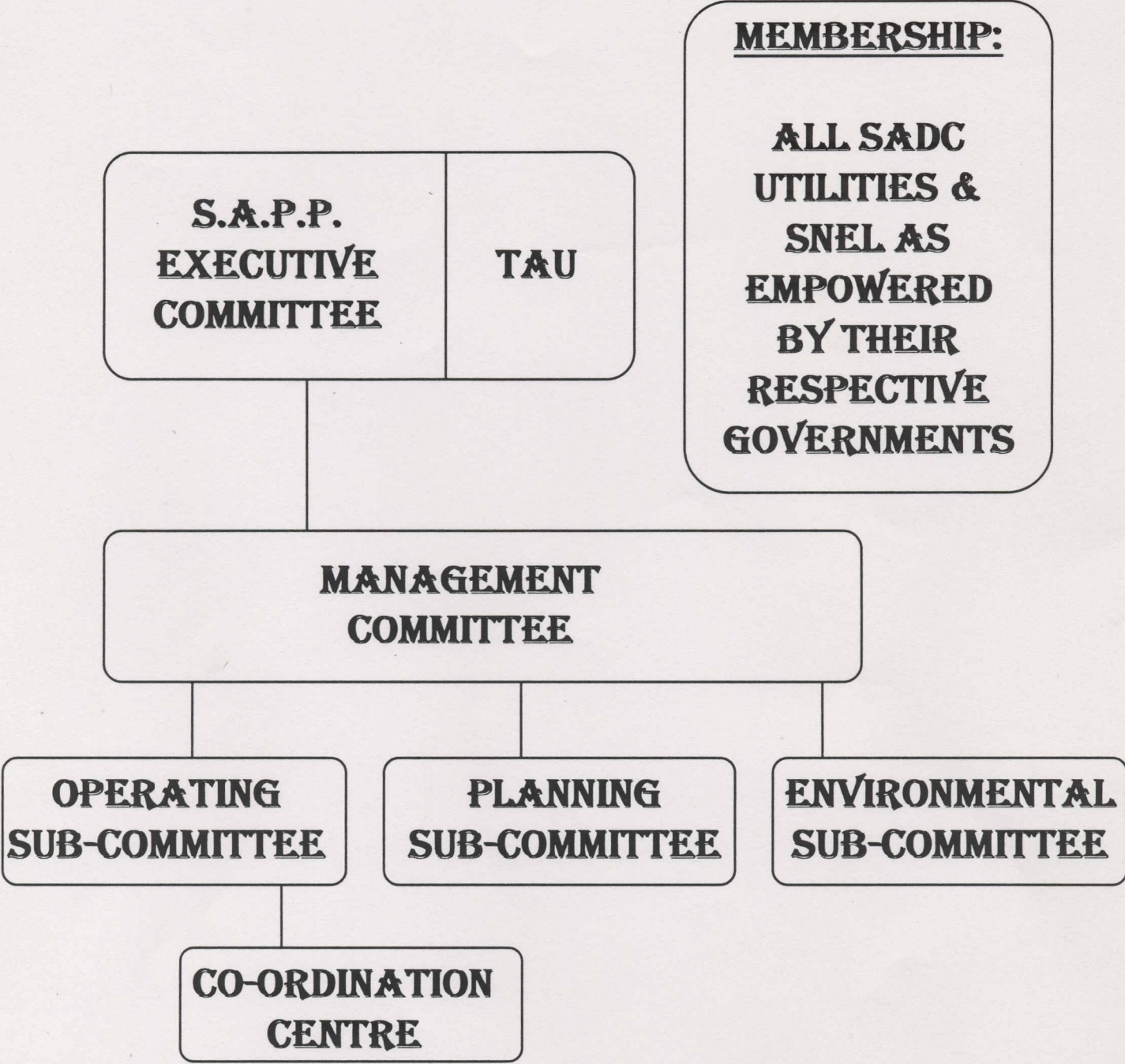


FIGURE 1

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4.2 MANAGEMENT COMMITTEE:

The Management Committee shall oversee the administration of the Pool and shall ensure that the objectives of the Pool, as specified in this MOU, are met. Its duties are described in Article 11.5; in those areas which exceed its authority, the Management Committee shall make recommendations to the Executive Committee. Independent Power Producers shall not be eligible to participate in the Management Committee.

4.3 PLANNING SUB-COMMITTEE:

The Planning Sub-Committee shall report to the Management Committee and shall be responsible for planning and other duties described in Article 13.

4.4 OPERATING SUB-COMMITTEE:

The Operating Sub-Committee shall report to the Management Committee and shall be responsible for operating and other duties referred to in Article 14.

4.5 ENVIRONMENTAL SUB-COMMITTEE:

The Environmental Sub-Committee shall report to the Management Committee and shall be responsible for alerting and advising the Management Committee about environmental and other matters, as described in Article 15.

4.6 CO-ORDINATION CENTRE:

The Co-ordination Centre shall report to the Chairperson of the Operating Sub-Committee. Its duties are referred to in Article 16.

4.7 TAU:

TAU is the Technical and Administrative Unit of the Energy Sector of SADC. It shall provide secretarial and other services to the Executive Committee as defined in Article 12.

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ARTICLE 5 : COMMENCEMENT AND TERMINATION OF THIS MOU

5.1 COMMENCEMENT DATE:

An Electricity Supply Enterprise may become party to this MOU upon signature of the inter-government MOU by the relevant Head of State or Minister. Membership of an Electricity Supply Enterprise in the SAPP shall start on the date of signature of this MOU by its Chief Executive. The SAPP shall come into being on the date of the fourth signature of this MOU.

5.2 TERMINATION:

Any Member may terminate its participation in the SAPP by giving three (3) months notice to the Executive Committee, provided the Member is not a signatory of the Operating Agreement. A Member which is a signatory of the Operating Agreement, shall have the right to terminate its participation in the SAPP as specified in the Operating Agreement. Any unfulfilled duties including financial obligations existing as a result of the Pool at the date of termination, shall continue in full force until such items have been fulfilled or have expired.

ARTICLE 6 : CONDITIONS FOR MEMBERSHIP

6.1 MEMBERSHIP:

All Electricity Supply Enterprises as defined in Article 3.3 situated in a SADC country as in September 1994 plus Zaire, can become a member of the SAPP. Members may be added from time to time at the discretion of the Executive Committee. Their entry shall require a two thirds majority at the Executive Committee.

6.2 OBSERVER STATUS:

The Executive Committee may grant observer status to an Electricity Enterprise interested in the working of the Pool. Such a step shall also require a two thirds majority vote at the Executive Committee.

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Electricity Supply Enterprises having obtained observer status, shall have the rights and obligations specified in advance by the Executive Committee.

ARTICLE 7 : AGREEMENTS WITH NON-MEMBERS

This MOU shall not restrict any Member from having interconnections or agreements with Non-Members, provided the following conditions are met:

- 7.1.1 such agreement(s) shall not create obligations upon a Member which is not party to such agreement(s).
- 7.1.2 such agreement(s) shall not impair a Member from fulfilling its obligations under the SAPP Agreement.
- 7.1.3 unless all the affected Members have agreed beforehand, Members shall trade in electricity only with the Non-Member systems to which they are directly connected.

ARTICLE 8 : PREVIOUS AGREEMENTS

- 8.1 The execution of this MOU shall not impair, amend or change any previous contracts or agreements and such contracts or agreements shall continue, including all rates, terms and conditions, until the expiration of such contracts or agreements.
- 8.2 If this MOU requires Members to fulfill duties which are already specified in existing agreements, nothing additional needs to be done by the Members in those specific areas.
- 8.3 If this MOU requires Members to fulfill duties which are only in part specified in existing agreements, only the portion of the requirements which is in excess of what is already specified in existing agreements needs be added to what must already be done by the Members.

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ARTICLE 9 : INTERCONNECTED TRANSMISSION FACILITIES

9.1 OWNERSHIP:

Unless otherwise agreed, each Pool Member, whether an Operating Member or not, shall at its own costs, build, operate and maintain its own transmission facilities.

9.2 OPERATION:

To the extent that the Management Committee is satisfied that no use of transmission facilities will cause overload, abnormal losses, endanger the stability of the interconnected system or cause undue hardship to another Member, nothing in this MOU shall restrict a Member in the use of its own transmission facilities.

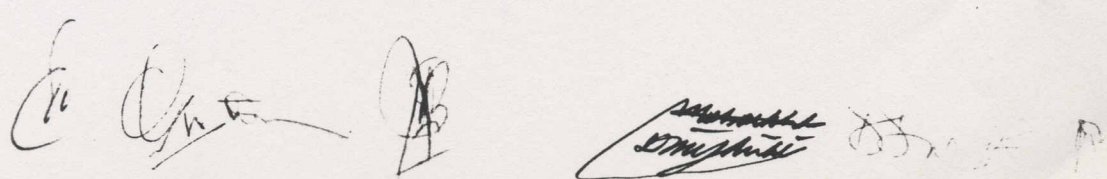
ARTICLE 10 : EXECUTIVE COMMITTEE

10.1 REPRESENTATION:

The fourth signature of this MOU shall automatically create an Executive Committee consisting of the Chief Executives of eligible Members as defined in Article 4.1. It shall act as the Board of the Pool and shall be the ultimate authority governing the administration and formulating the objectives of the SAPP.

10.2 MEETINGS:

The Executive Committee shall meet at least once a year and the Chairperson shall be from the Member hosting the meeting. The Chairmanship and the venue of the meeting shall rotate annually and meetings at other times shall be at the call of the Chair or at the request of a Member(s).

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10.3 MINUTES:

Minutes of all meetings shall be kept by TAU and shall be made available to all Members. These Minutes shall include, but shall not be limited to: a summary of all decisions made; actions taken; tasks to be carried out and all future deadlines. Copies of such minutes shall be mailed within twenty-one (21) days after each meeting to each Member of the Committee. Failure to object in writing to the minutes within thirty (30) days after mailing shall be deemed to constitute approval thereof.

10.4 CHAIRPERSON

The Committee shall elect a Chairperson who shall hold office for a period of at least one year, but not more than three (3) years. The Chairmanship shall rotate among the Members who are signatories of the Operating Agreement.

10.5 MANAGEMENT COMMITTEE AND SUB-COMMITTEES:

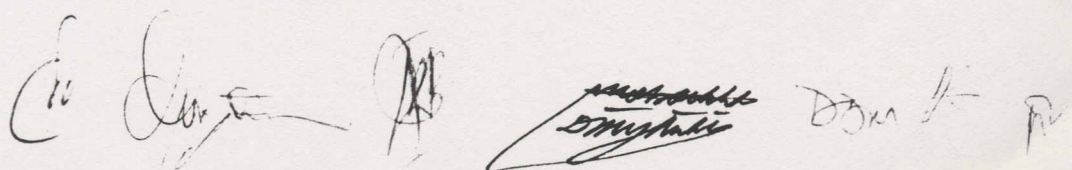
The Executive Committee shall specify the duties and authority, other than set forth herein, of the Management Committee, the Environmental Sub-Committee, the Planning Sub-Committee the Operating Sub-Committee and any Working Groups or Task Forces which may be established by the Executive Committee.

10.6 OTHER MATTERS:

The Executive Committee shall decide within sixty (60) days on any matter referred to it by a Member(s) or by the Management Committee, including the exclusion of a Member(s).

10.7 ACCEPTANCE OF NEW MEMBERS:

The Executive Committee shall have the authority to accept new Members into the SAPP as specified in Article 6.1.

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10.8 GRANTING OF OBSERVER STATUS:

The Executive Committee shall have the authority to grant observer status to Electricity Supply Enterprises which apply for it and define in accordance with Article 6.2, what rights and obligations the observer status entails.

10.9 COMMITTEE EXPENSES:

Each Member represented at the Executive Committee shall arrange and finance the participation of its own representative(s) in the various committees, task forces and sub-committees. TAU shall arrange and finance the participation of its own representative(s).

10.10 DECISION PROCEDURES:

- 10.10.1 Each Member shall have one vote at the Executive Committee.
- 10.10.2 Decisions will be made with a two thirds majority of the Members present at the meeting, unless otherwise stated in this MOU.
- 10.10.3 The presence at the meeting of two thirds of the Members shall constitute a quorum.
- 10.10.4 Only Members which are signatories of the Operating Agreement shall vote on Service Schedules and on operational issues.
- 10.10.5 The decisions made by the Committee, shall be binding on all Members, including those which did not attend the meeting.
- 10.10.6 In case of a dispute between Operating Members, the matter shall be referred to Arbitration in accordance with the Operating Agreement, unless another procedure is agreed to by the Members.

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ARTICLE 11 : THE MANAGEMENT COMMITTEE

11.1 REPRESENTATION:

The Management Committee shall consist of a maximum of three representatives per Member and these representatives shall be of sufficient seniority in their own organisation to make all relevant decisions. A Member's main representative(s) at the Planning and at the Operating Sub-Committees shall also be its representatives at the Management Committee.

11.2 MEETINGS:

The Committee shall meet at least once a year. The Chairperson of the forthcoming meeting shall send notice of the meeting at least one month prior to the meeting. A final detailed Agenda shall be sent to all Members at least three weeks in advance. The date and venue of the following meeting shall be decided by the Members at each meeting.

11.3 MINUTES:

Minutes shall be kept of all meetings and shall include, but shall not be limited to: a summary of all decisions made; actions taken; tasks to be carried out and all future deadlines. Copies of such minutes shall be mailed within twenty-one (21) days after each meeting to each Member of the Committee. Failure to object in writing to the minutes within thirty (30) days after mailing shall be deemed to constitute approval thereof.

11.4 DECISION PROCEDURES:

11.4.1 Each Member shall have one vote at the Management Committee.

11.4.2 Decisions will be made with a two thirds majority of the Members present at the meeting, unless otherwise stated in this MOU.

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- 11.4.3 The presence at the meeting of two thirds of the Members shall constitute a quorum.
- 11.4.4 Only Members which are signatories of the Operating Agreement shall vote on recommendations pertaining to Service Schedules and on operational and planning issues affecting interconnected operations.
- 11.4.5 The decisions made by the Committee, shall be binding on all Members, including those which did not attend the meeting.
- 11.4.6 In case of a dispute between Members which cannot be resolved by this Committee, the matter shall be referred to the Executive Committee or Arbitration in accordance with the Operating Agreement.

11.5 DUTIES OF THE MANAGEMENT COMMITTEE:

The duties of the Management Committee shall include, but shall not be limited to the following:

- 11.5.1 Oversee the work and approve the recommendations of the Planning Sub-Committee.
- 11.5.2 Make all decisions on those matters not specifically delegated to other Committees.
- 11.5.3 Organise the training of the staff that will handle Pool interactions.
- 11.5.4 Direct the Operating, Planning and Environmental Sub-Committees to establish, working groups or task forces as required.

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The following duties shall be carried out only by the Operating Members:

- 11.5.5 In accordance with the directives of the Operating Members of the Executive Committee, establish a Co-ordination Centre which will provide day-to-day information and administrative services to the Operating Members in order to assist them in the implementation of the Operating Agreement.
- 11.5.6 Establish and oversee the implementation of common accounting procedures for transactions, capacity deficits and energy deficits to determine the inter-utility payments resulting from the Operating Agreement.
- 11.5.7 Establish the methods, procedures and intervals of reporting scheduled and actual capacity and energy interchanges.
- 11.5.8 Establish methods and procedures for accounting and billing for capacity and energy interchanges.
- 11.5.9 Ensure the collection and analysis of the data relevant to the operation and planning of the interconnected system.
- 11.5.10 Ensure that suitable computer hardware and software and sufficient communication facilities are available to the Members and to the Co-ordination Centre to perform their duties.
- 11.5.11 Recommend to the Executive Committee the introduction of new Service Schedules, the removal of unnecessary Service Schedules and the revision as necessary, of existing Service Schedules.

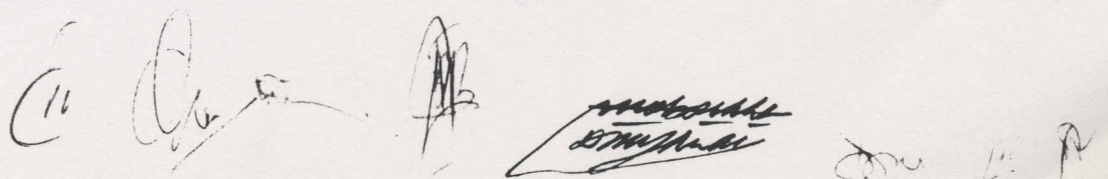
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11.6 CHAIRPERSON

The Committee shall elect a Chairperson who shall hold office for a period of at least one year, but not more than two (2) years. The Chairmanship shall rotate among the Members who are signatories of the Operating Agreement.

11.7 DUTIES OF THE CHAIRPERSON:

- 11.7.1 The Chairperson shall provide an Agenda and preside over the Committee meetings.
- 11.7.2 The Chairperson shall bear overall responsibility for the Committee's activities and shall act as its spokesman.
- 11.7.3 The Chairperson shall decide whether the entire meeting or any part of it should be limited to those having Member status.
- 11.7.4 The Chairperson shall nominate a representative to serve as an observer at any relevant Committee meeting.
- 11.7.5 The Chairperson shall notify, in writing, all appointed Chairpersons and representatives to existing or new committees, working groups, or task forces created by the Management Committee.
- 11.7.6 The Chairperson shall invite participation of other utilities, organizations or experts as required.
- 11.7.7 The Chairperson shall maintain records of the proceedings of the Management Committee. After the establishment of the Co-ordination Centre, these records shall be retained at the Co-ordination Centre to be available to all Members on request.



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ARTICLE 12 : DUTIES OF THE TECHNICAL AND ADMINISTRATIVE UNIT

The duties of TAU with respect to the SAPP shall consist of the following:

- (i) To provide a secretariat to the Executive Committee.
- (ii) To advise the Executive Committee of the relevant rules and regulations of SADC.
- (iii) To assist the Executive Committee in achieving SADC objectives with regard to the establishment and development of the SAPP.
- (iv) To report to the SADC Committee of Energy Ministers.
- (v) To liaise with other SADC structures.
- (vi) To seek and mobilise funds as recommended by the SAPP Executive Committee.

ARTICLE 13 : PLANNING SUB-COMMITTEE

13.1 REPRESENTATION:

The Planning Sub-Committee shall consist of a maximum of two representatives per Member and these representatives shall be of sufficient seniority in their own organisation to make all relevant decisions.

13.2 DUTIES OF THE PLANNING SUB-COMMITTEE:

The duties of the Planning Sub-Committee shall include, but shall not be limited to the following:

- 13.2.1 Establish and update common planning and reliability standards which have an impact on the SAPP.

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13.2.2 Based on individual Member's plans, develop every two years, an overall Pool Plan to highlight the benefits and opportunities for cost savings that can be derived by the Members from the co-ordination of activities. The Pool Plans shall:

- (i) Take into account the forecasted demand and energy consumption in each Member's system, including Demand Side Management.
- (ii) Indicate the anticipated sales and purchases by each Member, including those with Electricity Supply Enterprises or Independent Power Producers Non-Member of the SAPP.
- (iii) Contain the characteristics, location and commissioning dates of the new generating units and new transmission facilities of 110kV and above which are planned in each Member's system, when such facilities have a significant impact on the interconnected system.
- (iv) Contain the characteristics, location and commissioning dates of the new telecommunication, telecontrol and supervisory facilities which are planned in each Member's system, when such facilities have a significant impact on the operation of the interconnected system.
- (v) Identify and record new generation, transmission, telecommunication or telecontrol facilities to be installed in the systems of Members and Non-Members.

13.2.3 Evaluate software and other tools which will enhance the value of planning activities such as load forecasting, the determination of planning or reliability standards, cost-benefit analysis or system studies; submit proposals to the Management Committee.

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The following duties shall be carried out only by the Operating Members:

- 13.2.4 Submit proposals to the Operating Members of the Management Committee regarding new Service Schedules, removal of unnecessary Service Schedules and revision as necessary of existing Service Schedules.
- 13.2.5 Specify the reliability standards that shall be used to determine the Accredited Capacity Obligation of each Operating Member.
- 13.2.6 Present a course of action which will enable each Operating Member to comply with its Accredited Capacity Obligation.
- 13.2.7 Establish the benefits attributable to each Operating Member resulting from the installation of relays, control equipment or any system study, improvement or facility required for the satisfactory operation of the interconnected system and make recommendations to the Operating Members of the Management Committee regarding the financial contribution of each Operating Member to the costs of such improvements.
- 13.2.8 Establish future transfer capability limits between systems to enable the Operating Sub-Committee to prepare detailed Operating Procedures.
- 13.2.9 Identify specific reliability problems and recommend the generation or transmission additions or changes required to eliminate them.

13.3 CHAIRPERSON

The Planning Sub-Committee, shall elect a Chairperson to serve for at least one (1) year term, but not more than two (2) years, after which the Chair shall rotate to other Members. The Chairperson shall be elected from the Operating Members of the SAPP.

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13.4 ADMINISTRATIVE MATTERS:

The rules governing the meetings, minutes, decision procedures, duties, election and tenure of the Chairperson of the Planning Sub-Committee, shall be the same as for the Management Committee.

In case of disagreement between Members, the matter shall be submitted to the Management Committee. The report shall reflect the majority view and include a statement by the minority.

ARTICLE 14 : OPERATING SUB-COMMITTEE

14.1 REPRESENTATION:

The Operating Sub-Committee shall consist of representatives of Members which are signatories of the Operating Agreement. It shall have a maximum of two representatives per Member and these representatives shall be of sufficient seniority in their own organisation to make all relevant decisions. The main representative shall also be a participant in the Management Committee.

14.2 DUTIES OF THE OPERATING SUB-COMMITTEE:

The duties of the Operating Sub-Committee shall be in accordance with the Operating Agreement.

14.3 CHAIRPERSON:

The Operating Sub-Committee shall elect a Chairperson to serve for at least one (1) year term, but not more than two (2) years, after which the Chair shall rotate to other Members.

14.4 ADMINISTRATIVE MATTERS:

The rules governing the meetings, minutes, decision procedures, duties, election and tenure of the Chairperson of the Operating Sub-Committee, shall be the same as for the Management Committee.

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In case of disagreement between Members, the matter shall be submitted to the Management Committee. The report shall reflect the majority view and include a statement by the minority.

ARTICLE 15 : ENVIRONMENTAL SUB-COMMITTEE

15.1 REPRESENTATION:

Each Member shall appoint one representative to the Environmental Sub-Committee.

15.2 MEETINGS:

The Environmental Sub-Committee shall hold an annual meeting in the first quarter of each calendar year and shall hold other meetings at the call of the Chairperson or at the request of any Member. At least one (1) month written notice shall be given of any meeting and shall state the time and place of the meeting and include an agenda of the items to be considered.

15.3 CHAIRPERSON:

The Environmental Sub-Committee, at its annual meeting, shall elect a Chairperson to serve for at least a one (1) year term, but not more than two (2) years, after which the Chair shall rotate to the other Members.

15.4 DUTIES:

Under the direction of the Management Committee, the Environmental Sub-Committee shall keep abreast of world and regional matters relating to air quality, water quality, land use and other environmental issues. The Sub-Committee shall present all findings and recommendations to the Management Committee, the Planning and Operating Sub-Committees and shall also carry out other functions and activities as assigned or approved by the Management Committee.

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ARTICLE 16 : CO-ORDINATION CENTRE

The representatives of the Operating Members at the Management Committee shall propose the creation of a Co-ordination Centre to the representatives of the Operating Members at the Executive Committee. The functions and duties of the Co-ordination Centre when it is established, shall be in accordance with the Operating Agreement.

ARTICLE 17 : AMENDMENTS

This MOU may be reviewed from time to time, but no modification shall be of any force or effect unless reduced to writing and approved by the Executive Committee.

ARTICLE 18 : ASSIGNMENT

Each Member shall have the right to assign this MOU to any successor to all or substantially all of its electric properties, whether by merger, consolidation, sale or otherwise, without the consent of the other Members, provided such successor shall agree in writing to assume the obligations of such Member. This provision shall be applicable to assignees in succession.

ARTICLE 19 : NOTICES AND DOMICILIUM

19.1 COMMUNICATION:

Any communication or documents given or sent by any Member or TAU to any other Member or TAU shall be in writing and shall be deemed to have been duly delivered to the party to which it is addressed at its respective address, namely:

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19.1.1 For BPC:

Chief Executive Telephone: +267-3603000
Botswana Power Telefax: +267-373563
Corporation
Motlakase House
Macheng Way
P O Box 48
GABORONE, Botswana

19.1.2 For EdM:

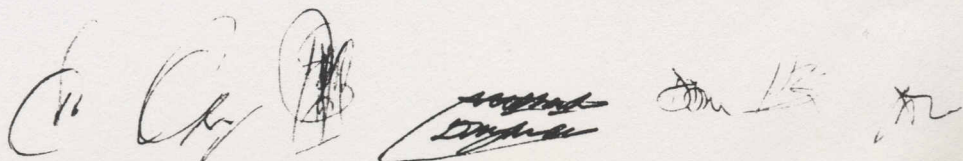
Director Geral Telephone: +258-1-49-0633
Electricidade de Telefax: +258-1-49-1048
Mocambique
Avenida Agostinho Neto 70
Caixa Postal 2447
MAPUTO,
Republice de Mocambique

19.1.3 For ENE:

Director Geral Telephone: +244-2-326582
Empresa Nacional Telefax: +244-2-323433
de Electricidade
Predio Geominas- 6,7, Andores
LUANDA, Angola

19.1.4 For ESCOM:

General Manager Telephone: +265-622000
Electricity Supply Telefax: +265-622008
Commission of Malawi Telex: 44246Escom MI
P O Box 2047
BLANTYRE, Malawi



19.1.5 For ESKOM:

Chief Executive Telephone: +27-11-800-5510
Eskom Telefax: +27-11-800-5583
P O Box 1091
JOHANNESBURG, 2000
South Africa

19.1.6 For LEC:

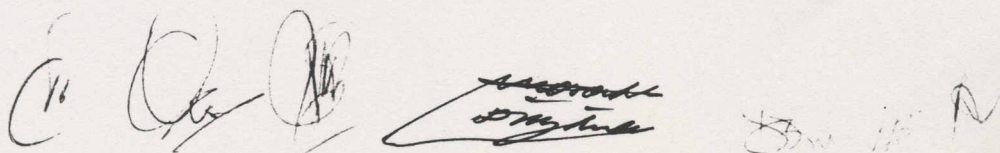
Managing Director Telephone: +266-312236
Lesotho Electricity Telefax: +266-310093
Corporation
P O Box 423
MASERU 100, Lesotho

19.1.7 For SEB:

Chief Executive Tel. +268-42548/42521/46638
Swaziland Electricity Telefax: +268-42335
Board +268-41931
P O Box 258 +268-48274
MBABANE, Swaziland

19.1.8 For SNEL:

Président Délégué Général
Société Nationale d' Electricité (SNEL)
B.P. 500
Avenue de la Justice 2381
KINSHASA, Zaire
Telex: 699999FCALVA
(Attn: DMS Zaire SNEL 10)
Telephone: +243-12-33736
Telefax: +243-12-33657
+260-2-313835 (SNEL Shaba c/o Merzario)



19.1.9 For SWAWEK:

Chairman & Managing Telephone: +264-61-31830
Director Telefax: +264-61-32805
SWAWEK
Swawek Centre
Corner Robert Mugabe
and Martin Luther Streets
P O Box 2864
WINDHOEK, Namibia

19.1.10 For TANESCO:

Chief Executive Telephone: +255-51-46242
Tanzania Electricity Telefax: +255-51-44668
Supply Company (Ltd.) +255-51-36247
P O Box 9024 +255-51-26704
DAR ES SALAAM Telex: +41318TANESCO
Tanzania

19.1.11 For TAU/SADC:

Regional Co-ordinator Telephone: +244-2-35288/
TAU/SADC Energy Sector +244-2-345147
CX. Postal No. 2876 Telefax: +244-2-343003
Rua Gil Vicente No. 2 Telex: TAU.ANG.AN 4090
LUANDA, Angola

19.1.12 For ZESA:

Chief Executive Telephone: +263-4739033
Zimbabwe Electricity Telefax: +263-4739854/5
Supply Authority Telex: 4323ZW
Electricity Centre
25 Samora Machel Avenue
P. O Box 377
HARARE, Zimbabwe

(Handwritten signatures and initials)

19.1.13 For ZESCO:

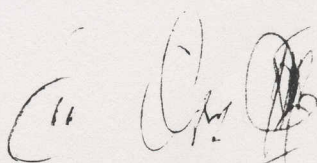
Managing Director	Telephone: +260-1-225074
Zambia Electricity	Telefax: +260-1-222753
Supply Corporation	Telex: ZA 40150
Stand 6949	
Great East Road	
P O Box 33304	
LUSAKA, Zambia	

19.2 DELIVERY TIME:

- 19.2.1 If a communication is delivered by hand, it shall be deemed to have been received by the addressee on the date of delivery.
- 19.2.2 If posted by pre-paid registered post, it shall be deemed to have been received by the addressee on the fourteenth (14) day after postage.
- 19.2.3 If sent by telex, telegram or facsimile, it shall be deemed to have been received by the addressee one (1) day after dispatch.

19.3 CHANGE OF ADDRESS:

Any Member may, by written notice to all of the other Members, change the address to which any notice or request intended for the Member giving such notice, shall be addressed.



ARTICLE 20 : SIGNATORIES

IN WITNESS whereof the said Members have hereto set their hands:

20.1 SIGNED ON BEHALF OF BPC AT _____ ON THIS
_____ DAY OF _____ 1995.

SIGNED: _____ WITNESS: _____

NAME: _____ NAME: _____

CHIEF EXECUTIVE TITLE: _____

R BOTSWANA POWER CORPORATION

20.2 SIGNED ON BEHALF OF EdM AT _____ ON THIS
_____ DAY OF _____ 1995.

SIGNED: _____ WITNESS: _____

NAME: _____ NAME: _____

DIRECTOR GERAL TITLE: _____

ELECTRICIDADE DE MOCAMBIQUE

20.3 SIGNED ON BEHALF OF ENE AT _____ ON THIS
_____ DAY OF _____ 1995.

SIGNED: _____ WITNESS: _____

NAME: _____ NAME: _____

DIRECTOR GERAL TITLE: _____

EMPRESA NACIONAL
DE ELECTRICIDADE
ANGOLA

[Handwritten signatures and initials]

20.4 SIGNED ON BEHALF OF ESCOM AT _____ ON THIS
_____ DAY OF _____ 1995.

SIGNED: _____ WITNESS: _____

NAME: _____ NAME: _____

Handwritten signature
of

GENERAL MANAGER
ELECTRICITY SUPPLY COMMISSION
MALAWI
TITLE: _____

20.5 SIGNED ON BEHALF OF ESKOM AT _____ ON THIS
_____ DAY OF _____ 1995.

Handwritten initials

SIGNED: _____ WITNESS: _____

NAME: _____ NAME: _____

CHIEF EXECUTIVE
ESKOM, SOUTH AFRICA
TITLE: _____

20.6 SIGNED ON BEHALF OF LEC AT _____ ON THIS
_____ DAY OF _____ 1995.

SIGNED: _____ WITNESS: _____

NAME: _____ NAME: _____

Handwritten signature

MANAGING DIRECTOR
LESOTHO ELECTRICITY CORPORATION
TITLE: _____

20.7 SIGNED ON BEHALF OF SEB AT _____ ON THIS
_____ DAY OF _____ 1995.

SIGNED: _____ WITNESS: _____

NAME: _____ NAME: _____

CHIEF EXECUTIVE
SWAZILAND ELECTRICITY BOARD
TITLE: _____

Handwritten signatures and initials at the bottom of the page.

20.8 SIGNED ON BEHALF OF SNEL AT _____ ON THIS
_____ DAY OF _____ 1995.

SIGNED: _____ WITNESS: _____

NAME: _____ NAME: _____

PRÉSIDENT DÉLÉGUÉ GÉNÉRAL
SOCIÉTÉ NATIONALE D'ELECTRICITÉ
ZAIRE

(Handwritten mark)

20.9 SIGNED ON BEHALF OF SWAWEK AT _____ ON THIS
_____ DAY OF _____ 1995.

SIGNED: _____ WITNESS: _____

NAME: _____ NAME: _____

CHAIRMAN & MANAGING
DIRECTOR
SWAWEK, NAMIBIA

20.10 SIGNED ON BEHALF OF TANESCO AT _____ ON THIS
_____ DAY OF _____ 1995.

SIGNED: _____ WITNESS: _____

NAME: _____ NAME: _____

CHIEF EXECUTIVE
TANZANIA ELECTRIC
SUPPLY COMPANY

(Handwritten mark)

(Handwritten signatures and marks)