

MEMORANDUM OF UNDERSTANDING

AMONGST

THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY MEMBER STATES

ON

**THE ESTABLISHMENT OF A SOUTHERN AFRICAN DEVELOPMENT
COMMUNITY STANDBY BRIGADE**

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PREAMBLE

We, the Heads of State or Government of:

The Republic of Angola
The Republic of Botswana
The Democratic Republic of Congo
The Kingdom of Lesotho
The Republic of Madagascar
The Republic of Malawi
The Republic of Mauritius
The Republic of Mozambique
The Republic of Namibia
The Republic of South Africa
The Kingdom of Swaziland
The United Republic of Tanzania
The Republic of Zambia
The Republic of Zimbabwe

PURSUANT to the decision of the SADC Summit, held in Port Louis, Mauritius on 17 August 2004 and directives issued subsequent thereto;

HAVING REGARD to the United Nations (UN) Charter, Article 4 of the Constitutive Act of the African Union (AU), as read with Article 13 of the Protocol Relating to the Establishment of the Peace and Security Council of the African Union; the SADC Protocol on Politics, Defence and Security Co-operation;

HAVING RESOLVED to unite our efforts towards collective self-defence and security and the preservation of peace and stability;

HEREBY AGREE as follows:

ARTICLE 1
DEFINITIONS

In this MoU, terms and expressions defined in Article 1 of the SADC Treaty; Article 1 of the SADC Protocol on Politics, Defence and Security Co-operation, and in Article 1 of the SADC Mutual Defence Pact shall bear the same meaning unless the context otherwise requires.

In this MOU, unless the context otherwise requires:

"Civilian Component" means all civilian personnel including the Special Representative of the Mandating Authority and range of substantive civilian experts in a mission area;

"Consumables/ Expendable item" means an item or material which is expended or consumed in use or is integral to, or a structural part of, another equipment or installation;

"Main Logistics Depot" means a central regional facility for maintenance, storage and management of the logistical infrastructure for the SADCBRIG;

"Minor Equipment" means all other equipment not deemed to be consumables or major equipment such as furniture;

"Mandating Authority" means supra-national political entities under whose mission the SADCBRIG may be deployed namely SADC, AU, or UN;

"MoU" means this Memorandum of Understanding;

“State Party”	means a member state that has signed or acceded to this MoU;
“Personnel”	means the Military, Police and Civilian personnel appointed for the purposes of this MoU;
“Planning Element”	means an autonomous management structure that operates on a daily basis as a tool of the SADC Organ to ensure the attainment of the objectives of the SADCBRIG;
“SADCBRIG”	means the Southern African Development Community Standby Brigade;
“SADCPOL”	means the Southern African Development Community Police Component of the Standby Brigade.

**ARTICLE 2
PURPOSE OF MOU**

The purpose of this MoU is to establish and provide a legal basis for the operationalisation of SADCBRIG.

**ARTICLE 3
ESTABLISHMENT AND COMPOSITION OF SADC BRIG**

There is hereby established a SADC Standby Brigade which shall consist of the Military, Police and Civilian component.

ARTICLE 4
FUNCTIONS OF SADCBRIG

The functions of the SADCBRIG shall be to participate in missions as envisaged in Article 13 of the Protocol Establishing the Peace and Security Council of the AU, which include performing the following functions:

- (a) observations and monitoring missions;
- (b) other types of Peace Support Missions;
- (c) intervention in a State Party in respect of grave circumstances or at the request of that State Party, or to restore peace and security in accordance with Article 4(h) and (j) of the Constitutive Act;
- (d) preventive deployment in order to prevent:
 - (i) a dispute or conflict from escalating;
 - (ii) an on-going violent conflict from spreading to neighbouring areas or States; and
 - (iii) the resurgence of violence after parties to a conflict have reached an agreement;
- (e) peace-building, including post-conflict disarmament and demobilization;
- (f) humanitarian assistance to alleviate the suffering of civilian population in conflict areas and support;
- (g) any other functions as may be authorised by the SADC Summit.

ARTICLE 5
FUNCTIONS OF CIVILIAN COMPONENT OF THE SADCBRIG

The functions of the Civilian Component in the SADCBRIG include, among others:

- (a) provision of human resource, financial and administrative management;
- (b) humanitarian liaison;
- (c) provision of legal advice;
- (d) protection of human rights including women and children.

ARTICLE 6
PLANNING ELEMENT

1. State Parties shall establish, in a separate instrument, a SADC Planning Element to perform such functions as shall be set out therein.
2. The SADC Planning Element shall be an autonomous organisation operating on a daily basis as a tool of the SADC Organ on Politics, Defence and Security Co-operation.
3. The SADC Planning Element shall be the focal point for the activities provided for under Article 13 of this MoU.

ARTICLE 7
DEPLOYMENT OF SADCBRIG

1. The SADCBRIG shall only be deployed on the authority of the SADC Summit.

2. The SADC BRIG may be deployed on a SADC, AU or UN mandate.

ARTICLE 8

STATE PARTIES' CONTRIBUTION

1. State Parties shall contribute the Military, Police and Civilian personnel as required and agreed upon. Any personnel contributed above the level agreed upon shall be the State Parties' responsibility and thus not subject to reimbursement or other kind of support by SADC.
2. State Parties shall contribute major equipment as required and agreed upon.
3. The State Parties shall ensure that the major equipment meets the performance standards required and agreed upon for the duration of the deployment of such equipment with the SADC BRIG.
4. Any equipment contributed above the level agreed upon shall be the responsibility of that State Party and thus not subject to reimbursement or other kind of support by SADC.
5. State Parties shall contribute minor equipment and consumables related to up-keep of personnel as required and agreed upon.
6. State Parties shall ensure that the minor equipment and consumables meet the performance standards as required and agreed upon for the duration of the deployment of such equipment with the SADC BRIG.
7. Any equipment contributed above the level agreed upon shall be the responsibility of that State Party and thus not subject to reimbursement or other kind of support by SADC.

ARTICLE 9
MAIN LOGISTICS DEPOT

1. A Main Logistics Depot (MLD) shall be established at a location to be agreed upon by State Parties.
2. SADC and the MLD host Member State shall enter into agreements regarding the protection and control of the MLD.

ARTICLE 10
FUNDING AND FINANCIAL GUIDELINES

All logistic resources and services rendered to the SADCBRIG as required and agreed upon shall be financed by SADC and shall be in accordance with the SADC financial guidelines.

ARTICLE 11
REIMBURSEMENT OF STATE PARTIES AND SUPPORT FROM SADC

1. SADC shall reimburse each contributing Member State in respect of personnel provided in terms of this MOU in accordance with the SADC financial guidelines.
2. SADC shall reimburse each contributing Member State for the major equipment provided as agreed upon.
3. The reimbursement rates for major equipment shall be reduced proportionately in the event that such equipment does not meet the required performance standards as agreed upon or in the event that the equipment listing is reduced.

4. SADC shall reimburse each contributing Member State for the provision of minor equipment and consumables related to self-sustenance in accordance with the SADC financial guidelines.
5. The reimbursement rates for the minor equipment and consumables shall be reduced proportionately in the event that the equipment does not meet the required performance standards as agreed upon or in the event that the level of minor equipment and consumables is reduced.
6. The payment of personnel costs, the lease and self-sustenance rates will be calculated from the date of arrival of personnel and equipment in the mission area and will remain in effect until the date the personnel and/or equipment ceases to be deployed in the mission area as determined by SADC.

ARTICLE 12

COMMAND AND CONTROL

1. The SADCBRIG command structure shall be harmonized to enable it to interact with the AU and UN command arrangements in the field.
2. The command structure at any SADCBRIG headquarters shall strictly be representative of all contributing State Parties.
3. The SADCBRIG shall be subject to the standard command and control arrangements of the AU and UN operations.
4. When deployed, SADCBRIG shall be under the strategic direction of the Special Representative to be appointed for every specific mission by the Mandating Authority.
5. The SADC Summit shall appoint a Force Commander, Commissioner of Police and Head of the Civilian Component for each specific mission

from the Personnel Contributing State Parties. These appointed officers shall report to the Special Representative, whilst the Military Contingent Commanders shall report to the Force Commander.

6. The Terms of Reference (TOR) for the Command Element, Headquarters and specialized mustering at SADCBRIG shall be as determined by the Mandating Authority.
7. Military personnel and equipment shall be under the operational control of the Force Commander and shall remain under the command of each contributing country.
8. Police personnel and equipment shall be under the operational control of the Commissioner of Police and shall remain under the command of each contributing country.

ARTICLE 13 TRAINING AND EXERCISES

1. The training of personnel and units for the SADCBRIG shall be the responsibility of each State Party.
2. The required level of training proficiency for personnel and units assigned to SADCBRIG shall be achieved by standardized training objectives. Common training standards shall be developed by the Regional Peacekeeping Training Centre (RPTC) to be compatible with the developed standards of the AU/UN.
3. Such training shall include field training exercises at national and multi-national levels.

ARTICLE 14

DEPLOYMENT, MOVEMENT AND TRANSPORTATION

1. Each State Party shall be responsible for planning the deployment, movement and repatriation of its contribution to the SADCBRIG.
2. Each State Party shall submit its deployment plan to the Mandating Authority for approval.
3. The Mandating Authority shall be responsible for providing or contracting means of transportation, as well as the execution of the movement, including the co-ordination and control thereof.

ARTICLE 15

CLAIMS

1. **Indemnity**

State Parties hereby waive all claims against each other arising out of loss of, or damage to the property, or out of death or injury sustained by its personnel during training or performance of duty under this MOU, provided that such loss of, or damage to the property, or death or injury is not attributable to the gross negligence or willful misconduct of the personnel of any Member State, or its authorized representative.

2. **Claims by Third Parties**

SADC shall be responsible for any claims by third parties where loss of, or damage to the property, death of, or injury to personnel, was caused by the personnel or equipment provided by a State Party in the performance of services, or any other activity under this MOU.

ARTICLE 16
RECOVERY

1. A State Party shall reimburse SADC for loss of, or damage to SADC-owned equipment and property caused by the personnel or equipment provided by the State Party, where such loss or damage:
 - (a) occurred outside the performance of services or any activity or operation under this MOU; or
 - (b) arose out of ,or resulted from gross negligence or willful misconduct on the part of personnel of the Member State.

2. A State Party shall reimburse SADC for any Third Party claims arising from gross negligence or willful misconduct of its personnel, or where such claims arose out of actions or incidents outside the performance of services or any activity or operation under this MOU.

ARTICLE 17
SUPPLEMENTARY AGREEMENTS

State Parties may, in respect of any particular issue covered by the provisions of this MOU, make such subsequent agreements, of a specific or general nature, as would enhance the effective implementation of this MOU.

ARTICLE 18
CONFIDENTIALITY

1. State Parties shall not disclose any classified information obtained in the implementation of this MOU, or any other related agreements, or obtained during any multilateral co-operation, other than to their own staff, where such disclosure is essential for purposes of giving effect to this MOU or such further agreements pursuant to this MOU.

2. Visiting personnel shall, in the implementation of this MOU, comply with the security regulations of the host State Party and any information disclosed or made available to such visiting personnel shall be treated in accordance with this Article.

ARTICLE 19 SETTLEMENT OF DISPUTES

Any dispute among State Parties arising from the interpretation or application of this MOU shall be settled amicably, and where there is no settlement, the matter shall be referred to the SADC Tribunal as established by Article 16 of the SADC Treaty, whose decision shall be final and binding.

ARTICLE 20 AMENDMENT

1. Any State Party may propose amendments to this MoU.
2. Proposals for amendment to this MoU may be made to the SADC Executive Secretary who shall duly notify other State Parties of the proposed amendments, at least thirty (30) days in advance of consideration of the amendments by State Parties, but such period of notice may be waived by State Parties.
3. Amendments to this MoU shall be adopted by consensus all State Parties, and shall become effective thirty (30) days after such adoption.

ARTICLE 21
ENTRY INTO FORCE

This MoU shall enter into force on the Date of Signature by two thirds of all Member States.

ARTICLE 22
ACCESSION

This MOU shall remain open for accession by any State subject to Article 8 of the SADC Treaty.

ARTICLE 23
WITHDRAWAL

Any State Party may withdraw from this MOU upon the expiration of twelve (12) calendar months from the date of giving written notice to that effect to the Chairperson of the Organ and shall cease to enjoy all the rights and benefits under this MOU but shall remain bound:

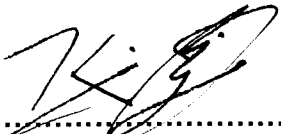
- (a) until all the obligations are met under the provisions of Article 16 of this MoU;
- (b) indefinitely, in respect of the outstanding obligations incurred before the withdrawal under the provisions of this MOU.

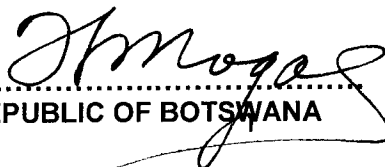
ARTICLE 24
DEPOSITORY

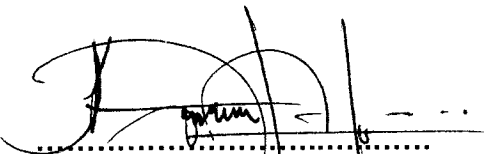
The original texts of this MoU shall be deposited with the Executive Secretary of SADC, who shall transmit certified true copies thereof, to all SADC Member States.

IN WITNESS WHEREOF, WE, the duly authorised representatives of our Heads of State or Government, have signed this Memorandum of Understanding.

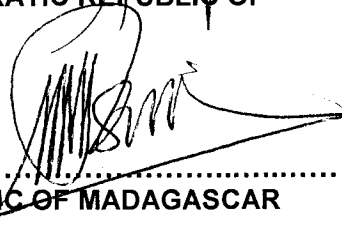
DONE at Lusaka, Republic of Zambia, on this ^{16th} day of August 2007 in three (3) original texts in the English, French and Portuguese languages, all texts being equally authentic.

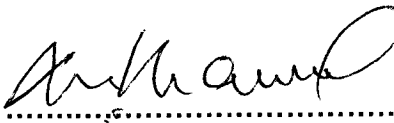

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REPUBLIC OF ANGOLA

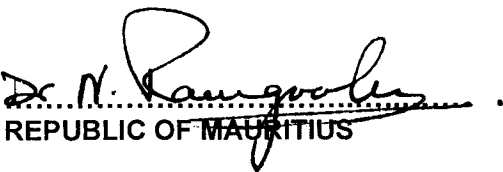

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REPUBLIC OF BOTSWANA

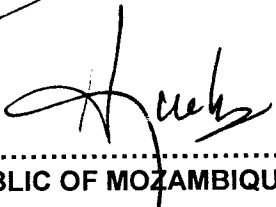

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DEMOCRATIC REPUBLIC OF CONGO


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KINGDOM OF LESOTHO



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REPUBLIC OF MADAGASCAR

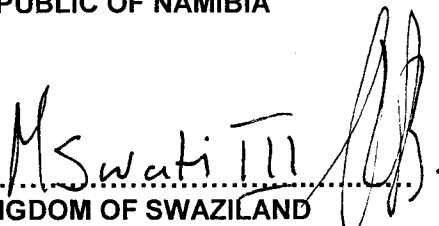

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REPUBLIC OF MALAWI


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REPUBLIC OF MAURITIUS

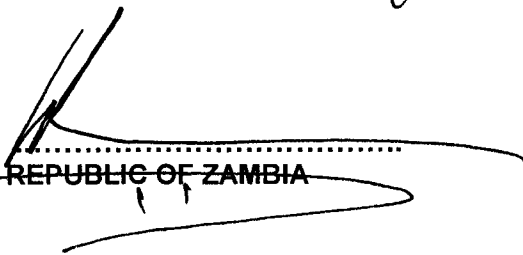

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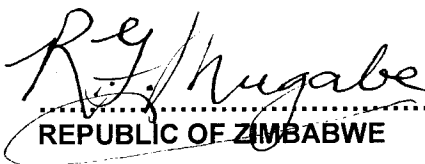

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REPUBLIC OF NAMIBIA


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REPUBLIC OF SOUTH AFRICA


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KINGDOM OF SWAZILAND


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UNITED REPUBLIC OF TANZANIA


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REPUBLIC OF ZAMBIA


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REPUBLIC OF ZIMBABWE