
ELIMINATION 8
ANGOLA • BOTSWANA • MOZAMBIQUE • NAMIBIA
SOUTH AFRICA • SWAZILAND • ZAMBIA • ZIMBABWE
PREAMBLE

The Governments of:
The Republic of Angola;
The Republic of Botswana;
The Republic of Mozambique;
The Republic of Namibia;
The Republic of South Africa;
The Kingdom of Swaziland;
The Republic of Zambia; and
The Republic of Zimbabwe

RECALLING the commitments to work towards malaria elimination in southern Africa and the goals of the SADC Malaria Elimination Framework;

ACKNOWLEDGING the imperative of regional collaboration in eliminating malaria, given the interconnectedness of the SADC countries, arising from population movement and the related malaria ecologies;

CONVINCED that a platform for effective coordination of regional diplomatic and programmatic cooperation is a key strategy for achieving the individual and collective goals of eliminating malaria;

DESIROUS of eliminating malaria as a key strategy for enhancing human and economic development in southern Africa;

RECOGNISING the principle of interconnectedness as enshrined in the SADC Health Protocol, and as acceded to by all SADC Member States, that close co-operation in the area of health is essential for the effective control of communicable and non-communicable diseases, and for addressing common concerns within the region; and

RECALLING the Decision of the SADC Ministers of Health Meeting of 2009, establishing a sub-regional grouping of eight countries that are working towards malaria elimination.
HEREBY AGREE as follows:

PART I – DEFINITIONS, OBJECTIVES AND FUNCTIONS

ARTICLE 1
DEFINITIONS

In this Agreement, unless the context otherwise requires:

“Agreement” means the Agreement establishing the Malaria Elimination 8 Initiative;

“E8” means the Malaria Elimination 8 Initiative, established under Article 4 of this Agreement;

“E8 Secretariat” means the Secretariat established under Article 12 of this Agreement;

“Frontline Countries” means the Member States which are positioned and aiming to eliminate malaria by 2020. These are Botswana, Namibia, South Africa, and Swaziland;

“Ministerial Committee” means the Committee of the Ministers of Health of the eight Member States to this Agreement, which shall be the supreme decision-making body of the E8;

“Coordinator” means the Director of the E8 Secretariat as appointed by the Ministerial Committee in terms of Article 12 of this Agreement;

“SADC” means the Southern African Development Community;

“Second Line Countries” means the Member States which are aiming to eliminate malaria between 2020 and 2030. These are Angola, Mozambique, Zambia, and Zimbabwe;

“Member States Ministers” means Ministers responsible for health in each of the Member States that are party to this Agreement;

“Member State” means a State that is party to this Agreement, as set forth in the Preamble of this Agreement; and

“Technical Committee” means the institution of the E8 composed of technical representatives from each of the Member States, as well as technical, research, and funding partners of the E8.
ARTICLE 2
GOAL AND OBJECTIVES OF THE E8

1. The goal of the E8 is to achieve zero local transmission of malaria within the four (4) Frontline Countries by 2020, and within the four (4) Second Line Countries by 2030.

2. The objectives of the E8 are:

(a) to strengthen regional coordination in order to achieve elimination in each of the E8 member countries;

(b) to elevate and maintain the regional elimination agenda at the highest political levels within the E8 countries;

(c) to promote policy harmonisation, quality control, and knowledge management to accelerate progress towards elimination;

(d) to reduce cross-border malaria transmission through the strengthened implementation of joint malaria control interventions across borders between Frontline and Second Line Countries, and through expanded access to early diagnosis and treatment in border districts;

(e) to secure resources to support the regional elimination plan, and to ensure long-term sustainable financing for the region’s elimination ambitions; and

(f) any other objectives that may be determined by the Ministerial Committee.

ARTICLE 3
FUNCTIONS OF THE E8

1. The functions of the E8 shall be to:

(a) jointly promote and advocate for malaria elimination within the region, as well as among global development partners;

(b) develop, implement, and coordinate harmonised malaria elimination activities that complement and mutually reinforce one another across the Member States;

(c) monitor and evaluate national and regional progress towards elimination, and to maintain elimination action and accountability mechanisms;

(d) develop regional expert capacity for entomology in order to enhance regional understanding of vector patterns;

(e) provide enhanced training and mentoring for national staff involved in all aspects of malaria elimination programming;

(f) develop coordinated plans for the management and prevention of insecticide and drug resistance;
(g) develop regional capacity for quality assurance for diagnosis, quality assurance of medicines, as well as to conduct other molecular testing requirements in support of malaria elimination;

(h) mobilise resources for the E8 region in order to finance elimination and to sustain elimination once achieved;

(i) implement operational research that will generate evidence to enhance and accelerate progress towards elimination; and

(j) perform any other actions that may be determined by the Ministerial Committee.

PART II – ESTABLISHMENT AND LEGAL STATUS

ARTICLE 4
ESTABLISHMENT

There is hereby established the Malaria Elimination 8 Initiative (hereinafter referred to as “E8”).

ARTICLE 5
PURPOSE

The purpose of this Agreement is to provide a framework for the establishment and operationalisation of a regional organization that will coordinate and promote collaboration between the Member States, towards malaria elimination. These are the eight (8) Member States listed in the Preamble to this Agreement, and such other countries as may become parties to this Agreement at a later date.

ARTICLE 6
LEGAL STATUS

1. E8 shall be a regional organisation, and shall have legal personality with capacity and power to enter into contracts, acquire, own or dispose of immovable property, and to sue and be sued.

2. Namibia, through the signing of a Host Agreement with the E8 Secretariat, shall confer to the E8 Secretariat such privileges and immunities as are necessary for the performance of its functions.

ARTICLE 7
MEMBERSHIP

1. The Member States mentioned in the Preamble to this Agreement shall, upon signature of this Agreement, become Members of the E8.
2. Any member state of SADC may become a Member State of the E8 upon being admitted by the existing Member States which are already party to this Agreement by means of a unanimous decision of the Ministerial Committee.

PART III – INSTITUTIONS

ARTICLE 8
RELATIONSHIP WITH SADC

1. The SADC Ministers of Health shall provide strategic guidance and policy support to the E8 in order to ensure that the E8 strategic plans and activities are aligned to the larger SADC Malaria Elimination Framework and the SADC Malaria Strategic Framework.

2. The Chair of the E8 Ministerial Committee shall submit an annual progress report to the SADC Ministers of Health Council.

ARTICLE 9
ESTABLISHMENT OF INSTITUTIONS

1. The principal institutions responsible for the direction and implementation of this Agreement shall be:

(a) E8 Ministerial Committee;
(b) E8 Technical Committee; and
(c) the E8 Secretariat.

ARTICLE 10
E8 MINISTERIAL COMMITTEE

1. The E8 Ministerial Committee shall be the supreme decision-making institution of the E8.

2. The Chair of the E8 Ministerial Committee shall be held in turn by each Member State, for a period of thirty-six (36) months, in an order to be determined by the Ministerial Committee. The E8 Ministerial Committee shall:

(a) guide and monitor the implementation of the strategies, objectives and functions set out in this Agreement;
(b) appoint the Coordinator of the E8 Secretariat;
(c) approve the E8 Strategic Plan and budget, on the recommendation from the E8 Technical Committee;
(d) approve the proposals for amendments to the Agreement;
(e) receive and approve the E8 annual reports, on the recommendation of the E8
Technical Committee, which shall submit reports by way of its Chairperson;

(f) establish additional committees and institutions as necessary, and determine their terms of reference.

ARTICLE 11
E8 TECHNICAL COMMITTEE

1. There shall be the E8 Technical Committee consisting of the following members:

(a) A Manager or any other designated representative of the National Malaria Control Programme of each of the Member States.

(b) Technical and funding partners shall also form part of the Technical Committee. These shall include representatives from, among others:

(i) United Nations agencies, including the World Health Organisation;
(ii) technical support agencies and regional implementing partners;
(iii) regional academic and research organizations;
(iv) the private sector;
(v) Southern Africa Network for Roll Back Malaria (SARN);
(vi) SADC Secretariat; and
(vii) such other members as the Ministerial Committee may require.

(c) The full list of the members of the E8 Technical Committee shall be reviewed and updated at the beginning of each calendar year. The representatives from the Member States shall recommend the list of technical partners to the Ministerial Committee for its approval.

2. All Member States, technical and funding partners shall appoint, in writing, their main representative to the E8 Technical Committee, as well as an alternate representative.

3. Where necessary, advisors shall be co-opted to support the functions of the Technical Committee through the provision of specialised skills and counsel. These include, but are not limited to, legal counsel, finance and HR consultants. Co-opted organisations or individuals are not members of the Technical Committee.

4. The Chair of the E8 Technical Committee shall be a representative of the Ministry of Health/National Malaria Control Programme from the country which chairs the E8 Ministerial Committee.

5. The E8 Technical Committee shall be responsible for the implementation of this Agreement and shall ensure the implementation of the decisions of the Ministerial Committee. The functions of the E8 Technical Committee shall be to:
(a) develop and recommend to the E8 Ministerial Committee, for its approval, the E8 Strategic Plans, and other regional malaria elimination priorities;

(b) review and develop technical and strategic guidance that is developed to accelerate progress towards elimination;

(c) develop the annual workplans of the E8, with support from the E8 Secretariat;

(d) receive programmatic updates from the Secretariat on programme areas of the E8; and

(e) form its own technical working groups, as may be necessary for the performance of its functions.

ARTICLE 12
E8 SECRETARIAT

1. There shall be a Secretariat, which shall be responsible for the coordination, liaison, and monitoring of the operations of the E8. It shall also provide administrative and secretariat support for the work done through the E8 Ministerial and Technical Committees.

2. The E8 Secretariat will also provide administration and grant management services on behalf of the E8 for specific projects, which shall be supported by various development partners.

3. The Secretariat shall be the depositary of all records of E8, and shall safeguard and archive all relevant documentation of the E8 institutions.

4. The Secretariat shall be led by a Coordinator, who shall be a citizen of a Member State, and who shall be appointed by the E8 Ministerial Committee.

5. The Secretariat shall implement the policies and the relevant operational manuals established or approved by the E8 Technical Committee, and in so doing shall be responsible to the E8 Technical Committee for the operation and management of E8 and for ensuring that the objectives and programmes of E8 are properly developed and carried out.

6. The Secretariat shall compile and summarise the progress reports of the E8 activities for presentation and approval of the E8 Technical and Ministerial Committees.

7. The Secretariat shall compile and submit quarterly reports to the E8 Chair. These quarterly reports shall outline the progress and challenges faced by the E8.

8. The Secretariat shall prepare consolidated administrative and audited financial reports for presentation and approval of the E8 Technical and Ministerial Committees. The E8 Secretariat shall provide the necessary support to the E8 Technical Committee meetings.

ARTICLE 13
MEETINGS OF THE E8 MINISTERIAL COMMITTEE

1. The E8 Ministerial Committee shall hold an ordinary meeting twice a year, and may hold extraordinary meetings when necessary.

2. Ordinary meetings of the E8 Ministerial Committee shall be scheduled at the beginning of the year, and updates on any changes in the meeting dates shall be communicated at least a month in advance of the meeting.

3. The meetings of the Ministerial Committee shall be held at the time and venue determined during the previous meeting. The meeting shall ordinarily be organised at the most convenient location in the territory of any of the Member States.

4. An ordinary meeting shall be convened by the Chair of the Ministerial Committee, by way of written notice detailing time, date and venue and circulated to all members of the E8 Ministerial Committee. Notification of the meeting and agenda shall be circulated to Members not later than twenty-one (21) days prior to the date of the meeting.

5. Quorum at the meeting shall be two-thirds of the total number of committee members.

6. Decisions of the Ministerial Committee shall be taken by consensus.

7. The Ministerial Committee shall adopt its own Rules of Procedure.

ARTICLE 14

MEETINGS OF THE E8 TECHNICAL COMMITTEE

1. The E8 Technical Committee shall hold an ordinary meeting twice a year, and may hold extraordinary meetings when necessary.

2. Ordinary meetings of the E8 Technical Committee shall be held at such time and venue which was determined during the previous meeting. The meeting shall ordinarily be organised at the most convenient location in the territory of any of the Member States.

3. The E8 Secretariat shall provide the necessary support to the E8 Technical Committee meetings.

4. An ordinary meeting shall be convened by way of written notice detailing time, date and venue and circulated to all members of the E8 Technical Committee. Notification of the meeting and agenda shall be circulated to Member States not later than twenty-one (21) days prior to the date of the meeting.

5. Quorum at the meeting shall be constituted by simple majority (50%+1) of the E8 Member States only.

6. Decisions in the Technical Committee shall be made only by Member States on the basis of consensus. All efforts shall be made to make decisions by consensus, through
negotiation and dialogue, and seeking expert input to reach decisions. Technical and funding partners shall not have decision-making powers.

PART IV – MANAGEMENT OF ASSETS

ARTICLE 15
FINANCIAL MANAGEMENT AND SOURCES OF FUNDING

1. The financial year end of the E8 shall be the end of December of each year.

2. The E8 shall derive its funds by means of grants awarded by any funding organisation or donor individual. The other financial resources of the E8 shall be from any other source, which the Ministerial Committee may deem appropriate.

3. The E8 shall not incur any financial debts, without the express consent of the E8 Ministerial Committee.

4. The Secretariat shall cause proper books of accounts to be kept with regard to:
   (a) all sums of money received and expended;
   (b) all sales and purchases of goods; and
   (c) the assets and liabilities of the organisation.

5. The books of accounts shall be kept in a safe place at the Secretariat and electronic copies shall be stored in more than one location. They shall always be open for inspection by the Member States and other applicable persons.

6. All donations made to the Secretariat or to any official representing the E8, and other money of the organisation, shall be paid into the bank account of the E8 at a registered bank within ninety-six (96) hours or as soon as possible after receipt.

7. The Secretariat shall annually submit audited reports to the Ministerial and Technical Committees, and to any funding partners that may require them.
ARTICLE 16
INTELLECTUAL PROPERTY RIGHTS

(1) All intellectual property rights in any information, including data, software, inventions, designs, drawings, process information, know-how and confidential information, arising from the work to be performed under this Agreement, shall vest in the E8, and includes, without any limitations and subject to sub-Article 2, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. Member States shall be allowed to exploit such material provided that there is a process in place on how this is to be done.

2. In the exercise of its intellectual property rights contemplated in sub-Article 1, E8 Secretariat may grant a partner organisation permission to publish the results arising out of its analysis of data collected under this Agreement for non-commercial purposes. Such permission shall be subject to the following conditions:

(a) The form of publication must be approved by the E8 Technical Committee and the E8 Ministers;

(b) the manuscripts of any publication shall be reviewed by the E8 Technical Committee prior to its finalisation; and

(c) all publications arising from this work shall clearly acknowledge the E8 Member States as providing financial contributions to this project, and have the E8 logo on the front cover where this is appropriate.

3. All intellectual property that is first conceived, discovered or developed in the work performed under this Agreement, shall be reported in writing to the E8 Secretariat in a timely manner by the partner organisation. Such intellectual property includes, but is not limited to, manuscripts, software, including data and data sets, developments, discoveries, concepts, confidential information and the like, whether or not patentable or copyrightable.

4. Subject to prior consultations with and the agreement of the E8 Technical Committee and the E8 Ministers, the partner organisation may use the name and emblem of the E8 for purposes that are in direct connection with the E8.

PART V - AMENDMENTS AND ANNEXES

ARTICLE 17
AMENDMENT OF THIS AGREEMENT

1. A Member State may propose amendments to this Agreement.

2. Proposals of amendments to this Agreement shall be made in writing to the E8 Secretariat, which shall duly notify all Member States of the proposed amendment(s) at least thirty (30) days in advance of consideration of the amendments by Member States at a designated E8 meeting.
3. Amendments to this Agreement shall be adopted by a unanimous decision of the E8 Ministerial Committee.

ARTICLE 18
ANNEXES

The Ministerial Committee may develop such annexes as may be necessary to facilitate the implementation of this Agreement. All such annexes shall form an integral part of this Agreement.

PART VI – ENTRY INTO FORCE

ARTICLE 19
SIGNATURE

1. The Agreement may be signed by all the States mentioned in the Preamble.

2. This Agreement shall enter into force thirty (30) days after signature by two thirds of the States mentioned in the Preamble.

3. This Agreement shall remain open for signature by the remaining States mentioned in the Preamble and enter into force for such a State thirty (30) days after signature.

4. Member States of SADC may become a Member of the E8 according to the provision of Article 7(2).

ARTICLE 20
DEPOSITARY

The original version and copies of the signed Agreement shall be deposited with the E8 Secretariat, which shall transmit certified copies to all Member States as well as to the United Nations Secretary General.

ARTICLE 21
WITHDRAWAL

If a Member State wishes to withdraw from this Agreement, that Member State shall give twelve (12) months’ notice thereof to all the other Member States, and this shall be communicated through the Chair of the Ministerial Committee, who shall inform other members accordingly.

Such a Member State shall discharge its existing obligations regarding any ongoing projects and activities before withdrawing from the Agreement.
PART VII – MISCELLANEOUS

ARTICLE 22
SETTLEMENT OF DISPUTES

1. Matters regarding the interpretation or application of this Agreement, its annexures and any of its other subsidiary legal instruments, which are not resolved by negotiation and agreement shall, in the first instance, be referred to an ad hoc Committee composed of three (3) members appointed by the Member States’ Ministers and shall include a legal expert.

2. The ad hoc Committee shall reach a decision within sixty (60) days of appointment.

3. The decision of the ad hoc Committee shall be offered to the Member States’ Ministers for their consideration and decision in terms of the provisions of this Agreement.

4. Any dispute between the parties as E8 members or as represented on the E8 Ministerial Committee, or the E8 Technical Committee, which cannot be resolved by due and timeous consultation and agreement of the Member States’ Ministers, and after the disputing parties have exhausted the procedures contained in Article 23(1), shall be referred to an external arbitrator acceptable to all disputing parties. The decision of the arbitrator shall be reached and communicated to the parties within forty-five (45) days of commencement of the arbitration. The arbitrator’s decision shall be final and binding. The cost of the arbitration shall be borne equally by the disputing parties.

ARTICLE 23
LIQUIDATION AND DISSOLUTION

1. Any proposal for the winding up or dissolution of the E8 shall be submitted in writing to all members of the Ministerial Committee at least six (6) months before the date on which such proposals are tabled. A resolution for the winding up of the E8 shall be deemed to be passed only by unanimous consensus of the Member States’ Ministers at an E8 Ministerial Committee Meeting.

2. In the event of the liquidation, dissolution or winding up of the E8, either voluntarily or by operation of law, the E8 Ministerial Committee shall by a resolution have the power to dispose of the total assets of the E8, provided that such disposal shall not result in the distribution of any part of earnings of the organisation for the benefit of any private individual or legal entity other than the lawful employees of the E8 in accordance with their entitlement as provided for in the terms and conditions of service and in terms of their contracts of employment.
IN WITNESS WHEREOF, WE, the undersigned, being duly authorised representatives of our respective Governments, have signed this Agreement in two (2) original texts, in the English, and Portuguese languages, all texts being equally authentic.

Done at ........................................, on this ........ day of ........................................ 2016.

FOR THE GOVERNMENT OF THE REPUBLIC OF ANGOLA

FOR THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA

FOR THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE

FOR THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA

FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

FOR THE KINGDOM OF SWAZILAND

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

FOR THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE