

**MEMORANDUM OF PRINCIPLES AND PROCEDURES BETWEEN
THE REPUBLIC OF BOTSWANA AND THE STATE OF NORTH CAROLINA (USA) CONCERNING THEIR DESIRE TO
STRENGTHEN THEIR GOOD RELATIONS**

The Republic of Botswana and the State of North Carolina, USA, hereafter collectively referred to as "the Partners," set out the following principles as goals they both aspire to reach, and furthermore set out the following procedures as potential tools to aid in reaching those goals:

PRINCIPLES

1. The Partners acknowledge that there is much to be gained from their mutual cooperation, coordination, and understanding;
2. The Partners have already gained varied and promising experiences through their participation in the National Guard State Partnership Program; further gains can be expected through seeking to reach the goals set out in the Memorandum;
3. The Partners seek to strengthen the good relations existing between themselves and their citizens through the increase and improvement in the commitment to mutual cooperation, coordination and understanding;
4. The Partners seek to further forge their ties of friendship and to foster the gradual expansion of personal, cultural, academic, and commercial exchanges;
5. The aforementioned cooperation may involve:
 - a. Efforts to increase cultural awareness, understanding of shared values, and promotion of common interests through cooperation between various agencies, departments, ministries, and private entities and citizens as appropriate;
 - b. Activities designed to enhance the quality of life for citizens in Botswana and North Carolina;
 - c. Exchanges promoting reciprocal understanding;
 - d. Identifying existing instances for private sector cooperation and encouraging their continued development;
 - e. Any other activity that may be determined to be mutually beneficial.

PROCEDURES

1. Should the Partners deem it advisable in order to attain these goals, they may:
 - a. Form a bilateral committee based in Botswana and North Carolina with representatives from the Republic of Botswana and the State of North Carolina.
 - (1) The Republic of Botswana representatives would include
 - a. a representative from the Ministry of Defence, Justice, and Security;
 - b. a representative from the Botswana Defence Forces;
 - c. a representative from the Ministry of Agriculture;
 - d. a representative from the Ministry of Foreign Affairs and International Cooperation;
 - e. a representative from the Ministry of Education and Skill Development; and,
 - f. members appointed by the Office of the President to include: at least three (3) representatives of other agencies and departments of the Government of Botswana, and at least three (3) citizens of Botswana who are not employed by the Government of Botswana.
 - (2) The North Carolina representatives would include at a minimum:
 - a. a representative from the Office of the Governor North Carolina;
 - b. a representative of the North Carolina National Guard (the Guard) appointed by the Commander of the Guard;
 - c. a representative of the North Carolina Department of Agriculture appointed by the Commissioner of Agriculture;
 - d. a representative of the North Carolina Department of the Secretary of State appointed by the Secretary of State;
 - e. a representative of the University of North Carolina system appointed by the President of the system;
 - f. a representative of the North Carolina Community College system appointed by the President of the system;
 - g. members appointed by the Governor of North Carolina to include: at least three (3) representatives of other agencies and departments of State government, and at least three (3) citizens of North Carolina who are not employed by the State of North Carolina; and,
 - h. representatives from the US Embassy Gaborone, as appropriate.

(3) It is recommended that the Committee:

- a. Meet annually or as otherwise agreed;
 - b. Be co-chaired by one Botswana representative and one North Carolina representative. The North Carolina representative shall be a person empowered to seek the cooperation of State and local government agencies and to seek, and if authorized and appropriated or otherwise obtained, expend funds to execute activities related to the partnership;
 - c. After consultation with the Committee, the Co-Chair(s) may: Establish advisory committees consisting of non-Committee members to assist the Committee in its work, and invite private and governmental agencies to participate in working groups to assist the Committee in its work;
 - d. Report annual progress toward the goals of the Memorandum to appropriate representatives of the Partners.
- b. Share human resources and expertise as they become available and which are deemed necessary by both Partners for the execution of the activities contemplated by the Memorandum;
 - c. Provide the opportunity for professional, scholarly, and governmental staff exchanges;
 - d. Assist individuals involved in activities contemplated by the Memorandum; and,
 - e. Take such actions as are deemed necessary by the Partners to continue and improve ongoing communications in order to facilitate progress toward the aforementioned goals.

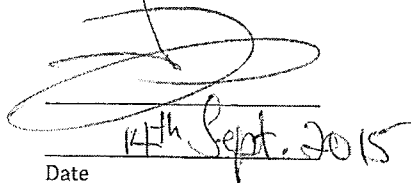
LIMITATIONS

1. The Memorandum is a declaration of goals that both Partners believe to be worth pursuing. The Partners recognize that some or all goals may not be fully met. It is the intent of the Partners to work together in the spirit of cooperation for their mutual benefit. This Memorandum does not create any obligations that constitute a legally binding agreement under international law. Authority for either Partner to undertake any activities contemplated under the Memorandum must be found in the domestic law of the respective Partner.
2. It is understood that this Memorandum creates no special legal considerations for citizens of either partner under the domestic laws of the Partners.
3. The goals and procedures herein may be updated, extended, or terminated by the mutual written consent of authorized representatives of the Partners, at any time. Either Partner may also terminate the Memorandum by giving sixty (60) days written notice of withdrawal to the other Partner. The Memorandum will remain in effect indefinitely unless otherwise terminated.
4. The initial term of this Memorandum shall be five (5) years unless modified pursuant to the terms of the Memorandum. The Partners may extend the term of the Memorandum for additional five (5) year periods by exchange of letter unless the Memorandum is terminated.

EXECUTION AND BECOMING EFFECTIVE

This Memorandum is signed in two (2) original documents, both texts being equally authentic. It shall become effective on the day the final signature is affixed.

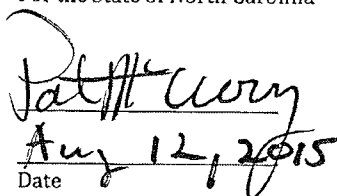
For the Republic of Botswana



Date

14th Sept. 2015

For the State of North Carolina



Date

Aug 12, 2015