

No. 45032*

**South Africa
and
Namibia**

Agreement between the Government of the Republic of South Africa and the Government of the Republic of Namibia regarding scientific and technological cooperation. Windhoek, 8 March 2005

Entry into force: *8 March 2005 by signature, in accordance with article 15*

Authentic texts: *English*

Registration with the Secretariat of the United Nations: *South Africa, 18 June 2008*

**Afrique du Sud
et
Namibie**

Accord de coopération scientifique et technologique entre le Gouvernement de la République sud-africaine et le Gouvernement de la République de Namibie. Windhoek, 8 mars 2005

Entrée en vigueur : *8 mars 2005 par signature, conformément à l'article 15*

Textes authentiques : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Afrique du Sud, 18 juin 2008*

* *The text reproduced below is the original text of the agreement as submitted. For ease of reference, it was sequentially paginated. The final UNTS version of it is not yet available. Le texte reproduit ci-dessous est le texte authentique de l'accord tel que soumis pour enregistrement. Pour référence, il a été présenté sous forme de la pagination consécutive. La version finale RTNU n'est pas encore disponible.*

[ENGLISH TEXT – TEXTE ANGLAIS]

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PREAMBLE

"The Government of the Republic of South Africa and the Government of the Republic of Namibia (hereinafter jointly referred to as the "Parties" and in the singular as a "Party");

RECOGNISING the importance of science and technology in the development of their national economies and in the improvement of their socio-economic standards of life;

CONSIDERING that the development of scientific and technological relations shall be of mutual benefit to both countries;

DESIROUS of strengthening cooperation between the two countries, particularly in the fields of science and technology; and

CONSIDERING further that such cooperation will promote the development of existing friendly relations between the two countries;

HEREBY AGREE AS FOLLOWS:"

**ARTICLE 1
DEFINITIONS**

In this Agreement, unless the context indicates otherwise-

'cooperating entities' means the entities specified in Article 6(1);

'Joint Committee' means the Joint Committee established in terms of 5(1);

'science and technological cooperation' includes research cooperation in the fields of natural, biological, human, social and applied sciences.'

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**ARTICLE 2
OBJECTIVES**

The Parties shall promote and support the development of cooperation in the fields of science and technology between their countries on the basis of equality and mutual advantages.

**ARTICLE 3
COMPETENT AUTHORITIES**

The competent authorities responsible for the implementation of this Agreement shall be –

- (a) in the case of the Republic of South Africa, the Minister for Science and Technology; and
- (b) in the case of the Republic of Namibia, the Minister for Research, Science and Technology.

**ARTICLE 4
SCOPE OF AGREEMENT**

Cooperation under this Agreement between the Parties in the fields of science and technology shall be effected by means of –

- (a) the exchange of scientists, research workers, technical experts and scholars;
- (b) the exchange of scientific and technological information and documentation;
- (c) the organisation of bilateral scientific and technological seminars, conferences and workshops in areas of mutual interest;
- (d) the exchange of knowledge on technologies and techniques that could be of benefit to both Parties;

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- (e) the formulation and implementation of joint research and development programmes and exchange of knowledge resulting therefrom; and
- (f) other forms of scientific and technological co-operation as may be agreed upon and approved from time to time by the Parties.

ARTICLE 5

ESTABLISHMENT AND FUNCTIONS OF JOINT COMMITTEE

- (1) The Parties shall establish a Joint Committee on Science and Technology.
- (2) The Joint Committee shall consist of an equal number of representatives designated by each Party. The required number of representatives shall be agreed upon in writing by the Parties.
- (3) Each Party shall appoint one of its representatives as chairperson, who shall co-chair all meetings between the Parties.
- (4) The Joint Committee shall meet alternatively in the Republic of South Africa and in the Republic of Namibia on agreed dates.
- (5) The Joint Committee shall determine its own rules of procedure in relation to the functions of the Joint Committee.
- (6) The tasks of the Joint Committee shall be to –
 - (a) identify priority fields of cooperation;
 - (b) create favourable conditions for the implementation of this Agreement;
 - (c) facilitate the implementation of joint programmes and projects;
 - (d) promote the exchange of information in order to further the development of cooperation; and
 - (e) review progress regarding the implementation of this Agreement and guide future cooperative activities.

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ARTICLE 6
IMPLEMENTING AGREEMENTS AND PROTOCOLS

- (1) The Parties shall promote under the framework of this Agreement scientific and technological cooperation between their respective government agencies, enterprises, research institutions, universities and other research and development organisations, including, if necessary the signing of implementing agreements or protocols.
- (2) The agreements and protocols referred to in sub-Article (1) shall accord to the domestic law in force in their respective countries, as well as the international obligations.
- (3) The agreements and protocols referred to in sub-Article (1) shall include provisions on acquisition, protection, sharing, transfer and licensing of intellectual property, relevant financial arrangements and other relevant matters amongst institutions.
- (4) The implementing agreements and protocols referred to in sub-Article (1) shall include programmes of cooperation, compiled biannually or in another agreed period, setting out the details of cooperative activities.

ARTICLE 7
INTELLECTUAL PROPERTY RIGHTS

- (1) The implementing agreements and protocols referred to article 6 shall, if necessary make provision for the protection and allocation of intellectual property right arising from cooperative activities undertaken in terms of this Agreement.
- (2) With respect to any invention or discovery made or conceived in the courses of the execution of the cooperation, the Parties agree that ownership, title



and patent rights as well as other rights accruing shall be joint property of the Parties, and the particular employees of the Parties, unless otherwise agreed to by both Parties.

- (3) The terms and conditions relating to the benefit sharing of intellectual property rights shall be regulated in separate agreements, which shall be agreed to in writing between the Parties.

**ARTICLE 8
EQUIPMENT AND APPARATUS**

- (1) The terms of supply and delivery of the equipment required for joint research instituted in support of this Agreement shall be agreed upon, in writing, either between the Parties or between the cooperating entities, as the case may be.
- (2) The delivery of equipment and apparatus from one country to the other in the course of the implementation of this Agreement shall be effected in accordance with the domestic law in force in the respective countries.

**ARTICLE 9
SHARING OF INFORMATION**

- (1) The Parties shall promote cooperation among scientific libraries, centres of scientific and technological information, and scientific institutions for the exchange of books, periodicals and bibliographies, including the exchange of information and full-text documents by means of electronic information and communications technologies.
- (2) Publications on joint activities shall be treated as confidential and shall not be transmitted by any means to third Parties, unless the Parties agree otherwise in writing.

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- (3) Without derogating from the provision of sub-Article (2) either Party may subject to the terms and conditions of this Agreement and after having given prompt notice to the other Party in writing of its intention to do so, disclose in confidence such information as may be required to any –
- (a) government department;
 - (b) regulatory authority;
 - (c) a competent court having jurisdiction;
 - (d) patent authority; and
 - (e) other intellectual property authority or institution.

ARTICLE 10
FINANCIAL MATTERS

- (1) Travel expenses between the two countries of the Parties for assigned personnel shall be borne by the sending Party, while other expenses shall be borne according to the terms agreed upon by the Parties in writing.
- (2) Expenses relating to cooperation between the cooperating entities shall be borne according to the terms agreed upon in writing by the cooperating entities.

ARTICLE 11
ASSISTANCE AND FACILITIES

Each Party shall, subject to its domestic law and international obligations, extend to the assigned personnel of the other Party who stay in its territory, all assistance and facilities for the fulfilment of the tasks with which they are entrusted in accordance with the provisions of this Agreement.



**ARTICLE 12
MEDICAL MATTERS**

- (1) The sending Party or cooperating entities as the case may be, shall ensure that all personnel visiting the other country within the ambit of this Agreement have the necessary resources, or that appropriate mechanisms are in place, to cover all expenses in the event of sudden illness or injury.
- (2) To give effect to sub-Article (1) visiting personnel shall be advised to take out medical insurance in their country for the duration of their stay in the country of the other Party.
- (3) Details concerning medical treatment and the covering of medical expenses shall be included in agreements between the Parties or the cooperating entities, as the case may be.

**ARTICLE 13
AMENDEMENT OF AGREEMENT**

This Agreement may be amended in writing by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.

**ARTICLE 14
SETTLEMENT OF DISPUTES**

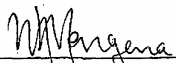
Any dispute arising out of the interpretation, application or implementation of the provisions of this Agreement shall be settled amicably through consultation or negotiations between the Parties.

**ARTICLE 15
ENTRY INTO FORCE, DURATION AND TERMINATION**

- (1) This Agreement shall enter into force on the date of signature thereof.
- (2) This Agreement shall remain in force for an initial period of five (5) years, whereafter it may be automatically extended for further periods of five (5) years, unless terminated by either Party in accordance with sub-Article (3).
- (3) This Agreement may be terminated by either Party giving six (6) months written notice in advance through the diplomatic channel of its intention to terminate it.
- (4) The termination of this Agreement shall not affect the completion of any programmes or projects undertaken by the Parties prior to the termination thereof, or the full execution of any cooperative activity that has not been fully executed at the time of termination, unless otherwise agreed upon by the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Agreement in two originals in the English language, both texts being equally authentic

DONE at Windhoek on this 8th day of March 2005



FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA



FOR THE GOVERNMENT OF THE
REPUBLIC OF NAMIBIA