

No. 50316*

**South Africa
and
Botswana**

Agreement between the Government of the Republic of South Africa and the Government of the Republic of Botswana on cooperation in the field of energy. Gaborone, 28 August 2012

Entry into force: *28 August 2012 by signature, in accordance with article 9*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *South Africa, 11 December 2012*

*No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.

**Afrique du Sud
et
Botswana**

Accord entre le Gouvernement de la République sud-africaine et le Gouvernement de la République du Botswana relatif à la coopération dans le domaine de l'énergie. Gaborone, 28 août 2012

Entrée en vigueur : *28 août 2012 par signature, conformément à l'article 9*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Afrique du Sud, 11 décembre 2012*

* Numéro de volume RTNU n'a pas encore été établie pour ce dossier. Les textes reproduits ci-dessous, s'ils sont disponibles, sont les textes authentiques de l'accord/pièce jointe d'action tel que soumises pour l'enregistrement et publication au Secrétariat. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Les traductions, s'ils sont inclus, ne sont pas en form finale et sont fournies uniquement à titre d'information.

[ENGLISH TEXT – TEXTE ANGLAIS]

PREAMBLE

The Government of the Republic of South Africa and the Government of the Republic of Botswana , (hereinafter jointly referred to as the “Parties” and separately as a “Party”);

MINDFUL that both countries are party to the Protocol on Energy of the Southern African Development Community (SADC);

CONSIDERING that bilateral cooperation in the field of energy shall be of mutual social, economic and environmental benefit to both countries;

BELIEVING that such cooperation shall promote further development of the existing friendly relations between both countries;

HEREBY AGREE as follows:

ARTICLE 1
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 Department of Energy; and
- (b) in the case of the Republic of Botswana, the Ministry of Minerals, Energy and Water Resources.

ARTICLE 2

PURPOSE

The purpose of this Agreement is to promote cooperation in the field of energy between the Parties on the basis of equality and mutual advantage, taking into account both Parties' experience and the possibilities of cooperation between both countries.

ARTICLE 3

SCOPE AND COOPERATION

- (1) The Parties shall promote cooperation in the fields of hydrocarbons, electricity, clean coal technologies, renewable energy and energy efficiency through—
 - (a) the exchange of information regarding their respective—
 - (i) coal and electricity policies;
 - (ii) clean coal technologies;
 - (iii) institutional agreements;
 - (iv) government programmes on coal commercialisation, coal distribution and market potential of coal derivatives;
 - (v) commercialisation of electricity technology; and
 - (vi) poverty alleviation and sustainable development in the electricity and renewable energy sectors.
 - (b) technology transfer, research and development and the establishment of databases;
 - (c) the identification and development of joint projects with the Parties as well as with third parties in the areas of—
 - (i) coal exploitation;
 - (ii) exploitation and use of coal bed methane;
 - (iii) refining and processing of natural gas;
 - (iv) storage, marketing, transport and distribution of coal derivatives;

- (v) construction and maintenance of coal infrastructure and application of coal technology;
 - (vi) construction and maintenance of petroleum infrastructure;
 - (vii) new and renewable energy;
 - (viii) energy efficiency;
 - (ix) clean coal technologies;
 - (x) electricity generation, transmission, distribution and supply;
 - (xi) urban and rural electrification;
 - (xii) power pooling and trading in electricity; and
 - (xiii) any other energy-related matters of mutual benefit to the Parties.
-
- (d) the promotion of specialised training courses in the energy sector from both countries; and assistance, as far as possible, with travel arrangements and formalities for experts travelling under this Agreement;
 - (e) the promotion of collaboration between the Parties' State-owned enterprises, as well as approval and support for the creation of partnerships in the various areas of the energy sector;
 - (f) the promotion of joint projects by concerned organisations of the Parties on the construction, operation, maintenance and decommissioning of energy-related infrastructure and on the implementation of energy policies;
 - (g) the exchange of visits and programmes for policy makers and technical experts responsible for the implementation of energy policies;
 - (h) the joint participation in workshops, conferences and exhibitions aimed at attracting investment in the energy sector of both countries; and
 - (i) the cooperation and assistance in the development of laws, regulations, policies and programmes on electricity, renewable energy, energy efficiency, coal, oil and gas including the exchange of experience in the organisation, establishment and operation of regulatory and management agencies.

- (2) The Parties shall promote any other form of cooperation in the energy sector as may be agreed upon by them from time to time. The terms and conditions of each programme or project undertaken under this Agreement as part of the cooperation will be agreed to by the Parties in separate agreements.

**ARTICLE 4
WORKING GROUPS**

- (1) The Parties shall, where appropriate, establish Working Groups for the purpose of the joint development of implementation plans of cooperation in the areas referred to in Article 3 of this Agreement.
- (2) The agenda, time and place of the meetings of the Working Groups shall be agreed upon by the Parties.

**ARTICLE 5
EXPENSES**

The subsistence and travel expenses of participants in cooperation programmes and in meetings of Working Groups contemplated under this Agreement shall be borne by the respective Parties or their implementing agencies.

**ARTICLE 6
PUBLICATIONS OF REPORTS AND CONFIDENTIALITY**

- (1) The outcome or results of programmes of cooperation carried out under this Agreement, which are not yet in the public domain, shall be kept confidential by the Parties.
- (2) If a Party wants to share the outcome or results of cooperation carried out under this Agreement which are not yet in the public domain with a third party, prior written consent of the other Party must be obtained.
- (3) The outcome and results of specific programmes of cooperation carried out under this Agreement may be published only with the written consent of both Parties.

**ARTICLE 7
AMENDMENT**

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

**ARTICLE 8
SETTLEMENT OF DISPUTES**

Any dispute between the Parties arising out of the interpretation or implementation of this Memorandum shall be settled amicably through consultations or negotiations between the Parties.

**ARTICLE 9
ENTRY INTO FORCE**

This Agreement shall enter into force on the date of signature, and if not signed by both Parties simultaneously, on the date of last signature.

**ARTICLE 10
DURATION AND TERMINATION**

- (1) This Agreement shall remain in force for a period of five years, whereafter it shall automatically be renewed for a further period of five years, unless terminated by either Party in accordance with sub-Article (2).
- (2) Either Party may terminate this Agreement at any time by giving six months' written notice in advance to the other Party through the diplomatic channel of its intention to terminate it.
- (3) In the event of a notice of termination being given in terms of sub-Article (2), a meeting between the Parties will be convened within thirty days of the date of the notice, to

discuss the continued participation by the withdrawing Party in any on-going projects, the impact on the works and its further implementation.

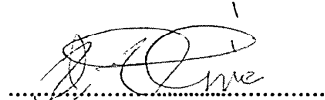
- (4) At the termination of this Agreement, its provisions and the provisions of any other agreement entered into by the Parties shall continue to govern any existing or unexpired obligations assumed or commenced under this Agreement. These obligations or programmes shall be carried out to completion as if this Agreement is still in force.

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, all texts being equally authentic.

DONE at GABORONE on this 28 day of August 2012



.....
**FOR THE GOVERNMENT OF
THE REPUBLIC OF SOUTH
AFRICA**



.....
**FOR THE GOVERNMENT OF THE
REPUBLIC OF BOTSWANA**