

No. 45039*

**South Africa
and
Zambia**

Agreement between the Government of the Republic of South Africa and the Government of the Republic of Zambia on scientific and technological cooperation. Lusaka, 12 December 2007

Entry into force: *12 December 2007 by signature, in accordance with article 13*

Authentic texts: *English*

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

**Afrique du Sud
et
Zambie**

Accord de coopération scientifique et technologique entre le Gouvernement de la République sud-africaine et le Gouvernement de la République de Zambie. Lusaka, 12 décembre 2007

Entrée en vigueur : *12 décembre 2007 par signature, conformément à l'article 13*

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]

PREAMBLE

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

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

Objectives


The Parties shall engage and cooperate within the framework of this Agreement in order to promote cooperation in the fields of science and technology between the two countries on the basis of quality enhancement and mutual advantages.

ARTICLE 2

Modalities of Cooperation

Cooperation 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) joint identification of scientific and technical priority fields, formulation and implementation of joint research programmes, promotion of the application

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- of the results of such research programmes and exchange of experience and know-how resulting therefrom; and
- (e) other modalities of cooperation as agreed upon by the Parties.

ARTICLE 3

Competent Authorities

The Government of the Republic of South Africa designates the Department of Science and Technology and the Government of the Republic of Zambia designates the Ministry of Science, Technology and Vocational Training as their respective Competent Authorities responsible for facilitating the implementation of this Agreement.

ARTICLE 4

Agreements between Cooperating Entities

- (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 (hereinafter referred to as “cooperating entities”), including the signing of implementing agreements or protocols.
- (2) The implementing agreements and protocols referred to in sub- Article (1) shall be signed in accordance with the domestic law in force in the countries of the Parties. The Parties shall encourage the cooperating entities to make provision in such agreements and protocols, where applicable, for—
- (a) compensation for licensing know-how or utilization of patents;
 - (b) exchange of patents, joint application for patents based on joint projects of research and development, and conditions for their commercialization by either Party or jointly by them in the two countries or in a third country;
 - (c) conditions of introduction into production and realization of output;
 - (d) financial terms and conditions; and



(e) the terms and conditions applying to the information obtained by the cooperating entities and the implementation of the agreement or protocol.

(3) The implementing agreements and protocols referred to in sub- Article (1) shall include programmes of cooperation, compiled biennially or in any other agreed period, setting out the details of cooperative activities.

ARTICLE 5

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 terms agreed upon in writing between the Parties.

ARTICLE 6

Joint Committee on Scientific and Technological Cooperation

- (1) For the purpose of the implementation of this Agreement, a Joint Committee on Science and Technology (hereinafter referred to as "the Joint Committee"), composed of at least six (6) representatives from either side designated by the Parties, shall be established.
- (2) Each Party shall bear its own costs for attendance at meetings.
- (3) In respect of the Joint Committee the Parties shall notify each other about the composition of the Joint Committee.



- (4) 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.
- (5) The Joint Committee shall meet alternately in the Republic of South Africa and in the Republic of Zambia on agreed dates.
- (6) The Parties shall appoint one of the members of the Joint Committee as the chairperson, which post shall be rotated annually.
- (7) The Joint Committee shall determine its own rules of procedure.

ARTICLE 7

Intellectual Property Rights

- (1) The implementing agreements and protocols referred to in Article 4(1) shall give due consideration to the protection and the distribution of intellectual property rights or other rights of a proprietary nature resulting from the cooperative activities under this Agreement. The Parties shall consult with each other for this purpose when necessary.
- (2) The terms and conditions in respect of sharing intellectual property rights shall be stated in separate agreements or protocols that are mutually acceptable to the Parties.



ARTICLE 8

Exchange of Information

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 networks.

ARTICLE 9

Third Parties

- (1) No Party shall divulge information obtained by it or its personnel under this Agreement to any third party without the specific written consent of the other Party.
- (2) Scientists, research workers, technical experts, scholars from institutions of third countries or from international organisations may be invited, upon consent of both cooperating entities, to participate in projects and programmes being carried out under this Agreement. The cost of such participation shall be borne by the third party, unless the Parties agree otherwise in writing.

ARTICLE 10

Financial Matters

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



ARTICLE 11

Assistance and Facilities

Each Party shall, subject to the domestic law in force in its country and its 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

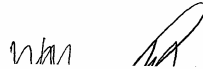
Medical Matters

- (1) The sending Party or cooperating entities 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) Details concerning medical treatment and the covering of medical expenses shall be included in the implementing agreements and protocols between the cooperating entities referred to in sub-Article 4(1).
- (3) In case of personal emergency or sudden illness of a visitor under this Agreement, the receiving Party or co-operating entities shall give the necessary assistance as far as is necessary in case of such emergency.

ARTICLE 13

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 a period of five years after which it shall be automatically extended for further periods of five years unless it is terminated by either Party by giving six months written notice in advance through the diplomatic channel to the other Party of its intention to terminate this Agreement.

Two handwritten signatures in black ink, one appearing to be 'W.M.' and the other a stylized signature.

- (3) The termination of this Agreement shall not affect the completion of projects or programmes undertaken under this Agreement but not fully executed at the time of the termination of this Agreement.

ARTICLE 14

Amendment of Agreement

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

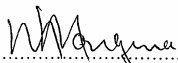
ARTICLE 15

Settlement of Disputes

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

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

DONE at Lusaka on this 12th day of December 2007



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



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**FOR THE GOVERNMENT OF
THE REPUBLIC OF ZAMBIA**