

No. 51330*

**South Africa
and
Namibia**

Memorandum of Understanding between the Government of the Republic of South Africa as represented by the South African Weather Service and the Government of the Republic of Namibia as represented by the Namibia Meteorological Service on co-operation in meteorology. Cape Town, 6 November 2012

Entry into force: *6 November 2012 by signature, in accordance with article 13*

Authentic text: *English*

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**Afrique du Sud
et
Namibie**

Mémorandum d'accord entre le Gouvernement de la République sud-africaine, représenté par le Service météorologique sud-africain, et le Gouvernement de la République de Namibie, représenté par le Service météorologique de la Namibie, sur la coopération en météorologie. Le Cap, 6 novembre 2012

Entrée en vigueur : *6 novembre 2012 par signature, conformément à l'article 13*

Texte authentique : *anglais*

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[ENGLISH TEXT – TEXTE ANGLAIS]

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC
OF SOUTH AFRICA AS REPRESENTED BY
THE SOUTH AFRICAN WEATHER SERVICE**

AND

**THE GOVERNMENT OF THE REPUBLIC
OF NAMIBIA AS REPRESENTED BY THE
NAMIBIA METEOROLOGICAL SERVICE**

ON

CO-OPERATION IN METEOROLOGY

PREAMBLE

The Government of the Republic of South Africa, as represented by the South African Weather Service (hereinafter referred to as the "SAWS") and the Government of the Republic of Namibia, as represented by the Namibian Meteorological Service (hereinafter referred to as the "NMS") hereinafter jointly referred to as the "Parties" and in the singular as a "Party";

RECOGNIZING the provisions of the South African Weather Service Act, 2001 (Act No. 8 of 2001), by which SAWS was created;

RECOGNIZING the objectives of the NMS;

BEING AWARE of the need to develop close co-operation between the SAWS and the NMS in areas of common interest, and wishing to promote and strengthen such co-operation;

WHEREAS the Parties recognize the need to maintain, extend and improve the quality of meteorological services for the benefit of Namibians and South Africans;

WHEREAS the Parties are under obligation to maintain long-term custody of a reliable national climatological record;

WHEREAS the Parties are to ensure the ongoing collection of meteorological data to the demographic realities of both countries and the surrounding southern oceans for use by current and future generations;

ACKNOWLEDGING the common concern and responsibilities of the two Parties to enhance co-operation in the field of meteorology;

CONVINCED that co-operation between the Parties in the field of meteorology is of mutual benefit and will further promote the friendly relations between the two countries; and

AGREING to co-operate with a view to achieving their shared objectives, in particular with regard to the promotion of science of meteorology, sharing technology, development and maintenance of meteorological infrastructure, climatology and hydrology for the safety of human life and property, protection of the environment, sustainable economic and social development, and education and training in relevant fields;

HEREBY AGREE as follows:

**ARTICLE 1
PURPOSE**

This Memorandum of Understanding (hereinafter referred to as this "MoU") records the mutual understanding of the SAWS and the NMS, to enhance co-operation in meteorology and further to strengthen ties through promotion of professional collaboration and expertise that will be of mutual benefit to both Parties.

**ARTICLE 2
OBJECTIVE**

The objective of this MoU is to promote co-operation between the Parties in the field of meteorology on the basis of equality and mutual benefit.

**ARTICLE 3
PRINCIPLES**

The Parties shall-

- (a) respect the right of the individual institutions to continue to enter into agreements with identified stakeholders outside of the scope of this MoU;

- (b) respect and observe the intellectual property rights attendant to use and exchange of materials as per the domestic law in force within their respective countries;
- (c) recognize that each institution has a specific country mandate to develop and implement strategic priorities and plans, and consequently have the right to decide how to engage to attain to the objectives of these priorities within an accountability framework as appertaining to semi or public funded institutions;
- (d) to commit to pool or jointly secure resources, wherever possible, to be managed jointly to enable the implementation of jointly approved projects;
- (e) to create an enabling environment to facilitate alignment between the demands for scarce, high level skills and the supply of knowledge/ graduates for training and development in identified growth areas;
- (f) by agreement, disseminate information, data and/or any scientific information obtained in joint scientific projects to the world's meteorological community.

ARTICLE 4

EXCHANGE OF INFORMATION, REPRESENTATION AND CONSULTATION

- (1) The Parties shall, as needed, exchange information and documents concerning matters of joint interest.
- (2) Each Party may invite the other to attend as an observer, in accordance with its own procedures and practices, any conference and meeting which it may hold on matters of joint interest.
- (3) Wherever desirable and useful, the Parties shall hold consultations on matters of joint interest and on topics relating to their collaboration. To this end, they may decide, if

necessary, to establish a joint commission or ad hoc committees or commissions, pursuant to the provisions and conditions to be established by joint agreement.

ARTICLE 5
CO-OPERATION ARRANGEMENTS

- (1) Within the framework of their respective activities, both Parties may agree to the design and implementation of joint co-operation projects, which may, more specifically, take the form of technical meetings, public seminars, thematic projects and support actions.
- (2) Such projects shall be designed and implemented in accordance with specific arrangements to be determined jointly by the relevant organs of both Parties, setting the practical, technical and financial conditions for the participation of both Parties.
- (3) The designated national authorities of South Africa and Namibia shall adopt appropriate administrative measures to ensure effective co-operation and liaison between the Parties.
- (4) The designated national authorities of South Africa and Namibia shall periodically identify areas of capacity building of staff and implement relevant programmes to enhance skills of personnel.

ARTICLE 6
PUBLICATIONS

Both Parties recognize the desirability of co-operation in regard to the exchange of relevant publications, including research and technical publications, with a view of promoting optimum use thereof in the context of the work of the other Party.

ARTICLE 7
AREAS OF CO-OPERATION

The Parties shall co-operate in:

- (a) planning and development of infrastructure;
- (b) co-ordinating plans to acquire equipment; and
- (c) promoting systems interoperability.

ARTICLE 8
RELATIONSHIPS WITH OTHER ORGANIZATIONS

This MOU shall not infringe upon relationships with other organizations.

ARTICLE 9
IMPLEMENTATION

Each Party will bear its own expenses arising from the implementation of this MoU to support the co-operative activities

ARTICLE 10
SETTLEMENT OF DISPUTES

Any disagreement arising out of the interpretation or implementation of this MoU shall be settled amicably through consultation or negotiations between the Parties.

**ARTICLE 11
AMENDMENTS**

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

**ARTICLE 12
OBLIGATIONS**


Nothing in this Memorandum of Understanding shall affect the obligations of the Parties deriving from any treaties, conventions, regional or global agreements related to meteorological services.

**ARTICLE 13
ENTRY INTO FORCE, DURATION AND TERMINATION**

- (1) This MoU shall enter into force upon the signature thereof.
- (2) This MoU may be terminated by either Party giving six months' written notice in advance through the diplomatic channel of its intention to terminate it. The termination of this MoU shall not affect previously contracted obligations.

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

DONE at Cape Town on this day 6th of November 2012



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



**FOR THE GOVERNMENT OF
THE REPUBLIC OF NAMIBIA.**