

**No. 51336\***

---

**South Africa  
and  
Nigeria**

**Memorandum of Understanding between the Government of the Republic of South Africa and the Government of the Federal Republic of Nigeria on cooperation in the field of information and communication technologies. Cape Town, 7 May 2013**

**Entry into force:** 7 May 2013 by signature, in accordance with article 14

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *South Africa, 16 September 2013*

*\*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  
Nigéria**

**Mémorandum d'accord entre le Gouvernement de la République sud-africaine et le Gouvernement de la République fédérale du Nigéria sur la coopération dans le domaine de l'information et des technologies de communication. Le Cap, 7 mai 2013**

**Entrée en vigueur :** 7 mai 2013 par signature, conformément à l'article 14

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Afrique du Sud, 16 septembre 2013*

*\* 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 ]

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**THE GOVERNMENT  
OF THE FEDERAL REPUBLIC OF NIGERIA**

**ON**

**COOPERATION IN THE FIELD OF  
INFORMATION AND COMMUNICATION  
TECHNOLOGIES**

**PREAMBLE**

The Government of the Republic of South Africa and the Government of the Federal Republic of Nigeria (hereinafter jointly referred to as the "Parties" and separately as a "Party");

**CONSIDERING** that the development of Information and Communication Technologies ("ICTs") is a major factor in the promotion of trade and technical exchanges as well as the economic and social development of each country in the 21st century;

**RECOGNIZING** the need to promote closer cooperation between the Parties with a view to leverage capabilities and opportunities on both sides;

**ASPIRING** for more productive and advanced cooperation channels in the field of ICTs, in a way that reflects the potentials of the two countries in this field;

**GUIDED** by the mutual benefit and interest of both Parties in encouraging and supporting partnerships, commercial ventures, research and development in e-knowledge and in the ICTs and services;

**MINDFUL** of the need to maximize the role of trade potentials in the two countries with a view to upgrading cooperation for their benefit, and the African continent in general; and

**INTENDING** to promote and exchange experiences and further enhance close relations in the field of ICTs;

**HEREBY AGREE** as follows:

**ARTICLE 1  
OBJECTIVE**

- (1) The purpose of this Memorandum of Understanding (“MOU”) is to encourage and promote cooperation between the Parties in the field of ICT’s, comprising telecommunications, broadcasting and postal services in accordance with the domestic law in force in the territory of each Party and on the basis of equality and mutual benefit.
  
- (2) The Parties shall promote closer cooperation and the exchange of information pertaining to the ICT sector in accordance with the relevant laws and regulations of each country, and in conformity with the spirit of the African Union.

**ARTICLE 2  
COMPETENT AUTHORITIES**

The Competent Authorities responsible for co-ordinating the implementation of the actions contained in this MOU shall be -

- (a) in the Republic of South Africa, the Department of Communications;  
and
- (b) in the Federal Republic of Nigeria, the Ministry of Communication Technology.

**ARTICLE 3**  
**SCOPE OF CO-OPERATION**

- (1) Cooperation between the Parties under this Memorandum of Understanding shall encourage a closer working relationship between, government, technical institutions, regulatory bodies, business, research, education and other organizations in the ICT's, telecommunications, broadcasting and postal administration.
  
- (2) During the conduct of activities, under this Memorandum of Understanding, the Parties may engage and coordinate with relevant government institutions within the scope of ICT activities.
  
- (3) Given the rapid changes occurring in the various fields of ICT's, telecommunications, broadcasting and postal administration, the Parties have identified the following areas of common interest for strategic cooperation:
  - (a) ICT policy development, management and regulation;
  - (b) broadcasting digital migration, including trading on set top boxes (STBs) and digital terrestrial television (DTT);
  - (c) human resources development in the field of ICTs;
  - (d) digital content development;
  - (e) exploring and promotion of ICT Business to Business relations;
  - (f) strengthen cooperation in international organizations dealing with ICTs, especially African Union and support of regional economic groups for increased co-ordination and integration in Africa; and
  - (g) other areas of ICTs as may be jointly decided by the two Parties.

**ARTICLE 4**  
**COOPERATION ACTIVITIES**

The Parties shall encourage cooperation under this Memorandum of Understanding through:

- a) cooperation initiatives in respect of policy, institutional, regulatory and operational levels aimed at the development of telecommunications, Information Technology (IT), broadcasting and postal services in both countries;
- b) fostering of direct links between relevant government agencies or institutions, regulatory bodies, industrial or business organizations, academic and professional sphere in order to promote and strengthen the level of ICT cooperation in areas of interest as specified in Article 3;
- c) the promotion of cooperation in the domain of technologies related to broadband network infrastructures, Broadcasting Digital Migration (BDM) and Digital Terrestrial Television (“DTT”), including the development of content applications and deployment of services;
- d) the promotion and exchange of expertise in support of research and development initiatives among relevant institutions in the areas specified in Article 3;
- e) the promotion of programs for the exchange of:
  - i. experts in the field of ICT’s;
  - ii. study tour and delegations for benchmarking on ICT’s,
  - iii. sharing of experiences relating to ICTs development and e-Skills;
  - iv. consultations and management services on project implementation linked to the development of ICT’s in both

- countries, especially during the development and growth stages; and
- v. development of training programmes related to bridging the skills gap for ICT development, implementation and management of ICT related projects;
  - f) the promotion of closer collaboration within the forums of international nature such as the Intra-African Trade on ICTs, African Union's ICT bodies, International Telecommunications Union ("ITU"), Universal Postal Union ("UPU") broadcasting and others related to ICT's;
  - g) the facilitation of seminars, workshops and exhibitions in the domains of telecommunications, Information Technology, broadcasting and postal services to showcase Africa's ICT progress;
  - h) the promotion of programmes aimed at the implementation of sound mechanisms to promote mutual trade, business investments and common cultural heritage in the field of ICT's in both countries;
  - i) promote the sharing of methodologies, models, tools and statistics related to ICT's that might facilitate identification and measurement of respective development indicators necessary for decision making during technical and economic planning;
  - j) the cooperation in human resource development, including training programmes for digital inclusion, e-content, e-services, and e-Skills for technical and professional capacity building, as well as in terms of the development of educational programs and research; and
  - k) any other cooperative modalities that might be jointly agreed to in writing by the Parties.

**ARTICLE 5**  
**PROMOTION OF PARTNERSHIPS**

In this bilateral cooperation, multi-stakeholders partnerships will be promoted, with the participation of the private sector and civil society based in the two countries, particularly of research institutes, operators, manufacturers, service providers and other related agencies on ICTs.

**ARTICLE 6**  
**ESTABLISHMENT OF TECHNICAL AGREEMENTS**

- a) In pursuit of Article 5, the Parties shall encourage establishment of technical agreements focused on project implementation of the ICT domains.
- b) The technical agreements shall be guided by the spirit of this MoU on ICTs under the supervision of the respective Ministries responsible for ICT domains.
- c) A Party that wishes to cancel Activities of the technical agreement shall notify the respective Ministry/ Ministries within six months through diplomatic channels and seek endorsement by respective Ministry/ Ministries of the cancelation.

**ARTICLE 7**  
**A JOINT COMMITTEE**

- (1) In order to enhance the efficiency of the co-operation, a Joint Committee of Cooperation on ICT (hereinafter referred to as the "Committee") shall be established, in which operators, manufacturers, service providers and other stakeholders will be invited to participate, as appropriate.



- (2) The Committee shall comprise of two persons from the ICTs Ministries and be responsible for coordinating all collaborative activities under this MOU.
- (3) The Committee shall -
- (a) set up a Joint Action Program or Programme of Cooperation,
  - (b) set up procedures of supervision and implementation of the jointly planned actions;
  - (c) facilitate a Task Team to advise ICT Ministers on necessary steps and strategies for the realisation of an ICT friendly investment climate.
  - (d) examine the ICT business relations between the two countries in order to promote and manage trade activities for growth enhancement; and
  - (e) discuss and review any issue related to this MOU.
- (4) The Committee shall meet alternately in South Africa or Nigeria, as required.

## **ARTICLE 8**

### **LEGAL FRAMEWORK**

All cooperative activities under this Memorandum of Understanding shall be conducted in accordance with the domestic law in force in the territory of each Party, without prejudice to international agreements on intellectual property rights that the Parties are signatories to.

**ARTICLE 9**  
**INTELLECTUAL PROPERTY**

- (1) The Parties shall adopt the appropriate measures to protect intellectual property rights, according to national legislation and international agreements in force in their territories.
- (2) The conditions for the acquisition, maintenance and commercial exploitation of intellectual property rights over possible products and/or processes that might be obtained under this MOU will be defined in the specific programs, contracts and working plans approved by the Parties.
- (3) Without the specific written consent of the other Party, the Parties shall not disclose information which might jeopardize the acquisition, maintenance and commercial exploitation of intellectual property rights obtained under this MOU.
- (4) The specific programs, contracts and working plans shall establish the rules and procedures concerning the dispute settlement on intellectual property matters under this MOU.

**ARTICLE 10**  
**FUNDING**

- (1) The completion of proceedings under this MoU shall depend on the availability of funds and resources made available by the Parties.
- (2) Each Party shall be responsible for activities taking place within its jurisdiction and of interest.

**ARTICLE 11  
CONFIDENTIALITY**

- (1) Any information arising from this MOU is confidential.
- (2) Neither Party shall disclose nor distribute to any third party confidential information.

**ARTICLE 12  
DISPUTE SETTLEMENT**

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

**ARTICLE 13  
AMENDMENT**

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


**ARTICLE 14  
ENTRY INTO FORCE, DURATION AND TERMINATION**

- (1) This MOU shall enter into force on the date of signature thereof.
- (2) This MOU shall remain in force for a period of five years, whereafter it may, by agreement, be extended for further periods of five years.

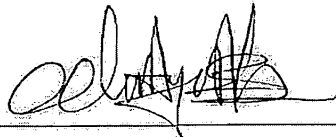
- (3) Either Party may terminate this MOU at any time by giving six months written notice in advance, through the diplomatic channel, to the other Party of its intention to terminate it.
- (4) The termination of this MOU shall not affect, or in any way prejudice, existing obligations, programmes of actions of project established in terms of this MOU. Such obligations shall remain in force until the completion thereof in terms of this MOU.

**IN WITNESS WHEREOF**, the undersigned being duly authorized thereto by their respective Governments have signed and sealed this Memorandum of Understanding in duplicate in English Language both texts being equally authentic.

DONE at Cape Town on this 7<sup>th</sup> day of May 2013



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



**FOR THE GOVERNMENT OF  
THE FEDERAL REPUBLIC OF  
NIGERIA**