



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**THE GOVERNMENT OF THE  
REPUBLIC OF LIBERIA**

**ON**

**ECONOMIC AND TECHNICAL CO-OPERATION**

## PREAMBLE

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

**RECOGNISING** that economic and technical co-operation is an essential and indispensable component for the development of bilateral relations on a firm, long-term basis and of mutual interests to the Parties and their people;

**CONSCIOUS** of the high priority the Parties accord to the establishment of world class industries in each other's territory;

**BEING** guided by the goals of ensuring a steady economic growth, improvement of standards of living of their citizens and effective utilisation of their respective available natural and manpower resources;

**DESIROUS** to promote and further strengthen bilateral economic growth and technical co-operation between the Parties in the interest of their people based on mutual respect for each Party's sovereignty and independence;

**HEREBY AGREE** as follows:

## ARTICLE 1

### DEFINITIONS

In this Memorandum of Understanding, unless the context indicates otherwise—

"**Competent Authorities**" means the Competent Authorities referred to in Article 3;

"**Liberia**" means the Republic of Liberia;

"**RSA**" means the Republic of South Africa.

## ARTICLE 2

### GENERAL PROVISIONS

- (1) This Memorandum of Understanding provides a broad basis for co-operation between the Parties and is intended to stimulate private sector interest and involvement from their respective countries.
- (2) Any co-operation undertaken pursuant to this Memorandum of Understanding

shall be carried out subject to the domestic law in force in the territories of the Parties.

### ARTICLE 3

#### COMPETENT AUTHORITIES

- (1) The Competent Authorities responsible for the implementation of this Memorandum of Understanding shall be—
  - (a) in the case of the Republic of South Africa, the Department of Trade and Industry; and
  - (b) in the case of the Republic of Liberia, the Ministry of Foreign Affairs or its designated authority.
- (2) The Competent Authorities shall meet every six (6) months or as often as required, alternately in the RSA and Liberia.

### ARTICLE 4

#### AREAS OF CO-OPERATION

- (1) The Parties shall promote co-operation in the following areas:
  - (a) Trade promotion and development;
  - (b) finance and banking;
  - (c) manufacturing;
  - (d) small and medium enterprises development;
  - (e) agriculture and agro processing;
  - (f) tourism and tourism development;
  - (g) mining and beneficiation;
  - (h) transportation;
  - (i) information and communication technology;
  - (j) science and technological development;

- (k) infrastructural development;
  - (l) exchange and training of specialists for specific technical programmes as may be agreed upon in writing by the Parties;
  - (m) exchange of information relating to technical research;
  - (n) exchange of various goods and services;
  - (o) commercial farming;
  - (p) consumer protection; and
  - (q) energy.
- (2) The Parties shall encourage the relevant technically competent organisations to enter into separate memoranda of understanding with respect to the different areas of co-operation listed in sub-Article (1).

## ARTICLE 5

### INDUSTRIAL CO-OPERATION

- (1) The Parties, using experiences gained in implementing Spatial Development Initiatives, shall co-operate with relevant public and private institutions within the RSA in assisting the Government of Liberia through its designated line ministries and agencies with scoping and designing programmes for designated development in Liberia.
- (2) The scope of co-operation between the Parties with respect to the areas of co-operation listed in sub-Article (1) of Article 4 shall include—
- (a) identifying technically competent organisations and legal persons who are capable of drawing up development orientated industry projects; and
  - (b) sensitising organisations and individuals who have the financial and technical capacity to implement those projects.
- (3) The Parties shall, with a view to generally promoting industry co-operation, sensitise potential investors within their territories that are willing and capable of establishing, completing or rehabilitating projects in each other's country.

- (4) The Parties shall continue to identify other emerging industry enterprises, projects and project ideas that could be of interest to investors of the Parties' respective countries, and shall make available all relevant information to each other for use in promoting these enterprise, projects and project ideas.
- (5) The Parties shall intensify efforts to search for potential investors in each other's country.

## ARTICLE 6

### TRADE CO-OPERATION

- (1) The Parties shall intensify efforts to promote trade between their respective countries, with a view to expanding the volume of trade and reducing the trade imbalance.
- (2) The Parties shall observe the conventions of the World Trade Organisation and the agreements stemming therefrom by virtue of their obligations to that Organisation.
- (3) In order to take advantage of the existing vast trade opportunities in the Parties' respective countries, the Competent Authorities shall sensitise, encourage and assist trade operators to undertake joint trade promotional activities including, but not limited to—
  - (a) participation in the national and international trade fairs organised in both countries;
  - (b) hosting of solo exhibitions; and
  - (c) closer co-operation between the Industry Associations and Chambers of Commerce of the Parties' respective countries.
- (4) The Competent Authorities shall strive to exchange experience in the fields of competition and consumer protection policy mainly through jointly organising training courses and technical capacity building workshops for the organisations of both countries in charge of consumer protection and competition.

## ARTICLE 7

### TECHNICAL CO-OPERATION

- (1) The Competent Authorities shall endeavour to develop technical and technological co-operation between private sector enterprises and organisations in the Parties' respective countries in accordance with their domestic law, in the fields of, but not limited to—
  - (a) standardisation, quality, metrology and test;
  - (b) development of small, micro and medium enterprises;
  - (c) industrial property rights;
  - (d) competitiveness policy;
  - (e) technology transfer; and
  - (f) skills development (including internships) in the areas of—
    - (i) industrial inspections;
    - (ii) trade negotiations;
    - (iii) economic policy formulation and implementation;
    - (iv) trade and investment promotion;
    - (v) company registration; and
    - (vi) incentive design for business and investment purposes.
- (2) Implementation in respect of technical co-operation shall be based on an Action Plan, which shall be mutually determined on an annual basis by the Competent Authorities.

## ARTICLE 8

### OTHER AGREEMENTS

This Memorandum of Understanding shall not affect the implementation of bilateral

or multilateral agreements the Parties have signed or may sign with other parties.

## **ARTICLE 9**

### **SETTLEMENT OF DISPUTES**

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

## **ARTICLE 10**

### **AMENDMENT**

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

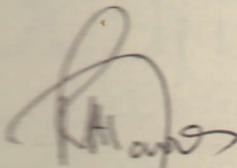
## **ARTICLE 11**

### **ENTRY INTO FORCE, DURATION AND TERMINATION**

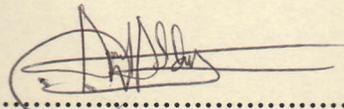
- (1) This Memorandum of Understanding shall enter into force on the date of signature thereof.
- (2) This Memorandum of Understanding shall remain in force for an initial period of five (5) years and shall thereafter be automatically renewed for consecutive periods of five (5) years, unless terminated in accordance with sub-Article (3).
- (3) This Memorandum of Understanding may be terminated by either Party giving six (6) months written notice in advance through the diplomatic channel to the other Party of its intention to terminate it.
- (4) The termination of this Memorandum of Understanding 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 co-operative 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 Memorandum of Understanding in duplicate in the English language, both texts being equally authentic.

DONE at Pretoria on this 3 day of December 2015.



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FOR THE GOVERNMENT OF THE  
REPUBLIC OF SOUTH AFRICA



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FOR THE GOVERNMENT OF THE  
REPUBLIC OF LIBERIA