



MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**THE GOVERNMENT OF THE UNITED REPUBLIC
OF TANZANIA**

ON

**COOPERATION IN THE INDUSTRY AND TRADE
PROGRAMMES**

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PREAMBLE

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

DESIRING to promote investments, industry, trade and technical cooperation between the Parties on similar terms;

RECALLING that the Parties signed a Memorandum of Understanding on Cooperation in the Industry and Trade Programmes (hereinafter referred to as the “1998 Memorandum of Understanding”) in 1998;

COGNISANT of the significant regional economic opportunities arising, and consequential to the evolving regional continental economic integration agenda, in light of the Southern African Development Community (SADC) Protocol on Trade and the African Continental Free Trade Area (AfCFTA) agreement, including emerging global economic vulnerabilities;

DETERMINED to find new approaches and strategies of consolidating, expanding and deepening areas of economic development, investment promotion, industrial, trade and technical cooperation between the Parties, which shall be firmly guided by the principles of national sovereignty, opportunities to implement world class projects, and of win-win outcomes; and

DESIROUS to facilitate the increased flow of investments between their respective countries and the establishment of an implementation monitoring mechanism,

HEREBY AGREE AS FOLLOWS:



ARTICLE 1 OBJECTIVES

The objectives of this Memorandum of Understanding ("MoU") are to-

- (a) Provide a basis for cooperation between the Parties;
- (b) strengthen bilateral cooperation and regional integration;
- (c) enhance collaboration in the areas of trade, investment, industry, infrastructure development and the promotion of private sector cooperation;
- (d) enhance collaboration in, but not limited to, the sectoral areas as identified in Article 4(2); and
- (e) build, strengthen and maintain technical cooperation in areas identified through the implementation of this MoU.

ARTICLE 2 COMPETENT AUTHORITIES

- (1) The Competent Authorities responsible for the implementation of this MoU shall be-
 - (a) in the case of the Government of the Republic of South Africa, the Department of Trade, Industry and Competition; and
 - (b) in the case of the Government of the United Republic of Tanzania, the Ministry of Investment, Industry and Trade.
- (2) The Parties shall exchange contact information of their duly authorised representatives.
- (3) Except for communication through the diplomatic channel as provided for in this MoU, all routine communication on the implementation of this MoU shall be effected between the duly authorised representatives of the Competent Authorities.



ARTICLE 3 GENERAL PROVISIONS

- (1) This MoU provides a broad basis for cooperation between the Parties and intends to stimulate interest and involvement from the Parties.
- (2) For the purpose of sub-Article (1), the Parties shall, if necessary, negotiate and conclude detailed agreements, within the ambit of this MoU, for the implementation of identified projects in Article 4 and Article 6.
- (3) This MoU does not imply that either of the Parties has any exclusive rights to the identified projects.
- (4) Unless otherwise mutually agreed upon by the Parties, each Party shall bear its own costs and expenses including, but not limited to, consulting, legal and accounting incurred for the purposes of the implementation of this MoU.

ARTICLE 4 INDUSTRIAL COOPERATION

- (1) The scope of cooperation between the Parties with respect to the defined projects within their respective jurisdictions shall include identifying technically competent organisations, which are capable of drawing up development-oriented industrial projects and sensitising organisations in the Republic of South Africa and the Republic of Tanzania, that have the financial and technical capacity to implement those projects.
- (2) With a view to promoting strategic industrial cooperation, it is agreed that the Parties shall jointly identify programmes and projects across different sectors whilst creating awareness to potential investors for participation in the following sectors, *inter alia*:
 - (a) Agriculture and agro-processing;
 - (b) energy, oil and gas and green industries;
 - (c) Special Economic Zones and Industrial Parks;
 - (d) mining, processing and value addition of natural resources;

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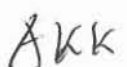
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- (e) transport and communications infrastructure;
 - (f) tourism and creative industries;
 - (g) pharmaceuticals;
 - (h) clothing and textiles;
 - (i) manufacturing;
 - (j) competition policy; and
 - (k) standardisation and quality control.
- (3) The Parties may continue to jointly identify other areas and projects of interest to both Parties.

ARTICLE 5

TRADE COOPERATION

- (1) The Parties shall intensify efforts to promote fair and mutually beneficial trade between their respective countries, including the sharing of information, with a view to expanding the volume of trade in compliance with their respective applicable domestic laws.
- (2) In order to benefit from the existing trade opportunities, the Parties agree to –
- (a) encourage and assist trade operators to undertake joint trade promotional activities including, but not limited to, participation in national and international trade fairs, the mounting of solo exhibitions, and closer cooperation between industry associations and chambers of commerce;
 - (b) promote and uphold the rules-based trading system of the Africa Continental Free Trade Area Agreement (AfCFTA), the Southern African Development Community (“SADC”) area, and in accordance with applicable national, regional and other relevant agreements which the Parties are party to;
 - (c) establish a bilateral mechanism for reporting, monitoring and addressing trade barriers between their countries which shall be adopted by the Joint Trade and Investment Committee (JTIC) in terms of Article 8; and



- (d) establish a Trade Facilitation Committee to actively identify ways to improve trade and address any barriers that impede trade, to be adopted by the JTIC.

ARTICLE 6 TECHNICAL COOPERATION

- (1) The Parties, through the JTIC established in terms of Article 8, shall agree on the areas of technical cooperation.
- (2) Implementation of technical cooperation endeavours shall be based on an action plan which shall be mutually agreed upon by the Parties.

ARTICLE 7 PROMOTION AND FACILITATION OF INVESTMENTS

- (1) The Parties shall cooperate in the promotion of investments with the aim of increasing the flow of capital, exchanging expertise and transferring of skills and technology between them through-
 - (a) identifying investment opportunities and information channels and in accordance with investment frameworks;
 - (b) establishing mechanisms for encouraging and promoting investments and mutual participation in investment projects; and
 - (c) facilitating awareness of the respective business environments and exchange views and experiences in improving the investment climate.



ARTICLE 8
JOINT TRADE AND INVESTMENT COMMITTEE (JTIC)

- (1) In order to facilitate the effective implementation of this MoU, the Parties agree to establish a JTIC comprising of senior officials from the Department of Trade, Industry and Competition and the Ministry of Investment, Industry and Trade.
- (2) The Parties may agree to include other relevant role-players to form part of the JTIC, if needs be.
- (3) When necessary, the JTIC shall consider and adopt new methods and areas of cooperation between the Parties.
- (4) The JTIC will host an exporter engagement between suppliers and procurement entities (such as retailers and public entities) of both countries focusing initially on sectors identified in Article 4(2) and such other products identified by the Parties.
- (5) The JTIC will also conclude a work programme of other activities aimed at facilitating deeper levels of trade between the two countries;
- (6) The JTIC shall consider and adopt its own procedures and shall meet both virtually and physically, as agreed between the Parties.

ARTICLE 9
REVIEW AND AMENDMENT

- (1) This MoU shall be periodically reviewed to ensure that its objectives are adhered to, taking into account any changes in the circumstances pertaining to the MoU.
- (2) This MoU may be amended at any time by the Parties by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.
- (3) Any amendment shall be done without prejudice to the rights and obligations arising from or based on this MoU prior or up to the date of such amendment.

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ARTICLE 10
CONFIDENTIALITY

- (1) Neither Party shall disclose nor distribute any confidential information that is supplied from the other Party in the course of implementation of this MoU to any third party, except as and to the extent authorised in writing to do so by the other Party.
- (2) The provisions of this Article shall continue to be binding upon the Parties notwithstanding the termination of this MoU, unless otherwise agreed to in writing by the Parties.

ARTICLE 11
SETTLEMENT OF DISPUTES

- (1) Any dispute between the Parties arising out of the interpretation, application or implementation of any provision of this MoU shall be settled amicably through consultation or negotiations between the Parties.
- (2) Neither Party shall resort to any judicial processes in respect of any matter herein.

ARTICLE 12
ENTRY INTO FORCE, DURATION AND TERMINATION

- (1) The Parties shall notify each other through the diplomatic channel when their respective constitutional requirements for entry into force of this MoU have been fulfilled. The MoU shall enter into force on the date of the last notification.
- (2) This MoU shall remain in force for a period of five years (5), where after it shall be automatically renewed for a further period of five years (5), unless terminated by either Party giving twelve (12) months' written notice, in advance, through the diplomatic channel, of that Party's intention to terminate this MoU.

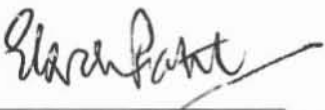
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The termination of this MoU shall be without prejudice to the rights and obligations of the Parties which arose prior to the date of termination, and shall not affect the completion of any programmes or projects prior to the termination thereof, or the full execution of any 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 MoU in two originals in the English language, both texts being equally authentic.

DONE atPRETORIA..... on this ..16.....day of ...MARCH.....2023



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



**FOR THE GOVERNMENT OF THE
UNITED REPUBLIC OF TANZANIA**