



AGREEMENT

BETWEEN

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

AND

**THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF CHINA**

ON

**COOPERATION IN THE FIELD OF
CIVIL NUCLEAR ENERGY PROJECTS**


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PREAMBLE

The Government of the Republic of South Africa and the Government of the People's Republic of China (hereinafter jointly referred to as the "Parties" and separately as a "Party"),

CONSIDERING the comprehensive strategic partnership between our two countries;

RECOGNIZING the Agreement between the Government of the People's Republic of China and the Government of the Republic of South Africa on Cooperation in the Peaceful Uses of Atomic Energy signed on June 21, 2006, at Cape Town; and the Memorandum of Understanding between the Government of the People's Republic of China and the Government of the Republic of South Africa on Cooperation in the Energy Sector, signed on August 24, 2010, at Beijing;

TAKING INTO ACCOUNT that the Republic of South Africa is planning civil nuclear energy new-builds with a total capacity of 9.6 GWe, with the aim of satisfying the increasing power demand, reduce carbon emissions, facilitate localisation for industrialisation, economic and social development, and is also willing to conduct cooperation with the People's Republic of China based on the significant on-going and long-standing cooperation between the two countries;

MINDFUL that the People's Republic of China possesses a complete nuclear industry, has the capabilities in design, construction, operation and management of various research reactors, and commercial reactors, as well as in nuclear fuel fabrication and supply, and is willing to participate in the civil nuclear energy development in the Republic of South Africa and to form long term and strategic collaborative relationships with local businesses;

EXPRESSING the willingness of both Parties to foster increased cooperation through investment, development of technology and expertise, and the construction of civil nuclear energy projects in the Republic of South Africa for their mutual benefit;

AFFIRMING their commitment towards further enhancing the bilateral cooperation in the civil nuclear energy sector, by encouraging and facilitating the building of closer relationships between relevant Government agencies, intermediaries, independent regulatory agencies, academic, legal and financial institutions, developers and other enterprises active in the civil nuclear energy sector;

HEREBY AGREE as follows:



Article 1

1. Cooperation between the Parties under this Agreement shall follow the principle of mutual benefit and reciprocity based on the recognition of the achievements and developments in the field of nuclear energy made by the People's Republic of China and the Republic of South Africa, as well as the willingness and interest of the relevant Chinese and South African nuclear energy enterprises to participate in the development, construction and operation of civil nuclear energy projects in South Africa, China and any other third country. The Governments may authorize state or private organizations of the Parties to participate in the implementation of this Agreement.
2. The Parties will advance and support cooperation in the civil nuclear energy sector in their respective countries.

Article 2

1. The Parties will encourage and facilitate their respective enterprises to cooperate in the civil nuclear energy sector, including but not limited to, the fields of experience exchange, personnel training, site evaluation and selection, localization, project planning, project management, consultancy, enhance infrastructure development, fundamental research, design and engineering, investment and financing, construction, operation, maintenance, equipment and fuel supply as well as development of new technology for civil nuclear energy new-builds in the Republic of South Africa and the People's Republic of China, and any other third country.
2. The Parties undertake to support enterprises of both countries with their expertise and technologies into their civil nuclear energy sectors, by providing information and the necessary guidance regarding their laws, policies and regulations which are relevant to the civil nuclear energy projects but subject to the applicable national legislation.
3. Both Parties will consider how to realize the goals of this Agreement. This may, where appropriate, include signing agreements as well as contracts between enterprises, intermediaries, independent regulatory agencies, academic, legal and financial institutions and the developers for civil nuclear energy projects and agreeing on the step by step implementation plans in accordance with the Peaceful Uses Agreement and this Framework Agreement.



Article 3

1. It is the understanding of both Parties that participation of the relevant civil nuclear energy enterprises in the construction of nuclear energy projects, must comply with the applicable domestic laws of the respective countries and any other necessary independent regulatory requirements. The Parties shall protect all the relevant legal rights of investors and project participants in accordance with the applicable laws. The Parties also agree to uphold the international non-proliferation framework, including the relevant international treaties, Conventions and IAEA safeguards.
2. It is the understanding of both Parties that the implementation of any civil nuclear energy project pursuant to this Agreement in the Republic of South Africa and the People's Republic of China or any other third country, should be based on equal and mutual benefit regarding the commercial negotiations and agreements of the respective Parties as well as the long term development of the organizations respectively.

Article 4

1. The Competent Authorities responsible for the implementation of this Agreement and for coordinating all cooperation programmes entered into under this Agreement shall be—
 - (a) in the case of the Republic of South Africa, the Department of Energy; and
 - (b) in the case of the Government of the People's Republic of China, the China National Energy Administration.
2. The Parties shall establish a working group for the purpose of the joint development of plans of cooperation as well as implementation and analysis of the work to be performed in the areas referred to in Article 2.
This Working group may report to the Energy Sub-Committee of China and South Africa Bi-National Commission.
3. The Co-Chairs, Representatives and Secretariat members of the Working Group will be appointed by China National Energy Administration and the Department of Energy of the Republic of South Africa respectively. The Co-Chairs will be Director-General of Nuclear Power Department of China National Energy Administration and the Director-General of the Department of Energy for the Republic of South Africa. The Representatives of the Working Group will include but not limited to personnel from the relevant government agencies, where appropriate, jointly agreed personnel from the civil nuclear energy enterprises.



4. The agenda, time and place of the meetings of the Working Groups shall be agreed upon by the Parties.
5. The Working Group may establish sub-working group for conducting collaboration in specific area or project. The sub-working group so established, will stay active until such a time as the work is completed.
6. The subsistence and travel expenses of participants attending to cooperation programmes and meetings of implementing agencies or Working Groups contemplated under this Agreement shall be borne by the respective Parties or their implementing agencies.

Article 5

The Working Group tasks include:

1. Reviewing progress of the implementation and delivery set out in this Agreement, and to report to and seek approval of specific projects from the Parties respectively;
2. Coordination and support of implementation of specific projects as referred to in Article 2 of this Agreement;
3. Facilitating cooperation between Chinese and South African enterprises in the civil nuclear energy field, to deepen their mutual understanding and cooperation by, where appropriate, holding exhibitions, seminars and symposiums;
4. To coordinate and seek to solve difficulties and eliminate barriers to investment, joint projects and market entry; and
5. Any other areas which may be agreed to by the Parties within the framework of this Agreement.

Article 6

1. The outcome or results of specific programmes of cooperation carried out under this Agreement, which are not yet in the public domain, shall be kept confidential by the Parties.
2. If a Party wishes to share the results with a third party, prior written consent of the other Party shall be obtained.

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- 3 The outcome and results of specific programmes of cooperation carried out under this Agreement shall be published only with the written consent of both Parties.
- 4 Any notification concerning this Agreement shall be addressed in writing to the Parties through an Exchange of Notes between Parties through the diplomatic channel.

Article 7

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

Article 8

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

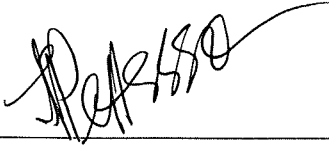
Article 9

1. Upon signature of the Agreement, the Agreement shall enter into force on the date on which Parties have notified each other in writing, through the diplomatic channel, that their respective internal procedures necessary for its entry into force have been completed.
2. This Agreement shall be valid for twenty years and shall be automatically extended for a further term of ten years, unless either Party notifies the other Party, six months in advance through the diplomatic channel, of its intention to terminate the Agreement.
3. The termination of this Framework Agreement shall not affect the implementation of any arrangement and/or contracts made during the period of its validity but still not completed by the date of its termination, unless otherwise agreed upon in writing by the Parties through the diplomatic channel.
4. Either Party may propose an amendment to the Agreement by means of a written notice through the diplomatic channel to the other Party. The amendment will be effected by mutual written consent between the Parties.



IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed and sealed this Agreement, in the Chinese and English languages, both texts being equally authentic.

DONE at Beijing.....on this 7th day of November 2014.



FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA



FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA

