MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

AND

THE GOVERNMENT OF THE KINGDOM OF LESOTHO

ON

COOPERATION IN THE FIELD OF INFORMATION AND COMMUNICATIONS TECHNOLOGIES

PREAMBLE

WHEREAS the Government of the Republic of South Africa and the Government of the Kingdom of Lesotho (hereinafter jointly referred to as the "Parties" and separately as a "Party"); intend to enter into this Memorandum of Understanding ("MOU");

TAKING INTO ACCOUNT the traditional good relations of friendship and cooperation between the Parties and the Bilateral Agreements regarding a Joint Commission of Cooperation, the reciprocal promotion and protection of investments, economic cooperation and socio and cultural relations between the Parties;

CONSIDERING that the development of Information and Communications Technologies is a major factor in the promotion of trade and technical exchanges, as well as in the economic and social development of each Party in the 21st century;

RECOGNISING that the unique geographic location and boundaries between the Parties necessitate measures to mitigate the challenges of the Kingdom of Lesotho as a landlocked country, and the need to facilitate access to Information and Communications Technology ("ICT") connectivity services, to the benefit of the Parties, especially in the conduct of international business;

FURTHER RECOGNISING the necessity of mutual cooperation for the development of state of the art telecommunications services, the modernisation of telecommunications networks, the promotion and usage of ICTs as a tool to broaden service delivery to communities, the exchange of information technology and for improving the quality and range of services for consumers and business;

GUIDED by the mutual benefit and interests of both Parties in encouraging and supporting strategic partnerships, commercial ventures, research and development in e-commerce, e-government, e-Skills and an information society and development in ICT services;

INTENDING to promote reciprocal investment cooperation, technical development and the expansion of markets in the ICT sector;

DESIRING to enhance cooperative relations in the international arena and in building the information society; and

NOW THEREFORE, the Parties agree as follows:—

ARTICLE 1
OBJECTIVES OF THE MOU

(1) The objectives of this MOU are to—

(a) encourage and promote cooperation between the Parties and to facilitate ICT backbone connectivity to global infrastructure in an effort to mitigate challenges faced by the Kingdom of Lesotho as one of the landlocked countries in the region; and

(b) promote collaboration in the ICT fields in accordance with the domestic law of each Party and on the basis of equality and mutual benefit.

(2) The objectives in sub-Article (1) will take into account the unique geographic location and boundaries that exist between the Parties.

ARTICLE 2
COMPETENT AUTHORITIES

The Competent Authorities responsible for the implementation of this MOU are—

(a) in the case of the Government of the Republic of South Africa, the Department of Telecommunications and Postal Services; and

(b) in the case of the Government of the Kingdom of Lesotho, the Ministry of Communications, Science and Technology.

ARTICLE 3
SCOPE OF COOPERATION

(1) Cooperation between the Parties under this MOU shall encourage a closer working relationship between technical institutions, government, regulatory, business, research, education and other organisations in ICTs administration.

(2) During the conduct of activities under this MOU, 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 ICTs and postal administration, the Parties have identified the following areas of common interest for strategic cooperation:

(a) Formulation and implementation of policies and regulation in the fields of ICTs and postal administration;

(b) Implementation of projects of cooperation on the telecommunications backbone infrastructure for regional and international interconnectivity and integration;

(c) Regular exchange of information and experiences on technological options, especially related to the Next Generation Networks, Broadband Rollout and convergence of networks as well as signal distribution, and other ICT applications or services;

(d) Management of radio frequency spectrum, including planning, coordination and monitoring thereof;

(e) Management of international roaming services, policies and regulations towards the lowering of costs of communication between the Parties;

(f) Implementation of e-education and e-health initiatives, particularly in the creation of a supportive means for the increase of sources and applications, as well as the human language technologies for sustainability of such initiatives;

(g) Promotion of joint initiatives on digital program developments and digital content related to local realities and languages, including processes of joint production and distribution;

(h) Development of human skills and capacity building, both at institutional and technical levels within the area of ICT and postal fields, comprising of training initiatives;

(i) Promotion of initiatives of joint investment and business partnerships with the private sector which is supportive to the development of the ICT sector in both countries;

(j) Promotion of a strong manufacturing industry in order to support the trade and development of telecommunications infrastructure, ICTs and postal services in both countries;

(k) Promotion of developing policies for e-governance, e-commerce and cyber security, so as to establish a framework conducive to the adequate and safe use of the internet;

(l) Promotion and encouragement of cross border connectivity programmes and networks to mitigate challenges imposed on the Kingdom of Lesotho as a landlocked country; and

(m) Promotion of regular coordination on the strategies related to multilateral issues in the considered areas of this MOU as well as other domains that the Parties shall consider of mutual interest.

ARTICLE 4
COOPERATION ACTIVITIES

The Parties shall encourage cooperation under this MOU through—

(a) cooperation initiatives in respect of policy and regulatory development in ICTs and institutional engagement aimed at the development of telecommunications, information technologies and postal services in both countries;

(b) fostering of direct links between relevant government institutions and agencies, industrial organisations and the academic and professional sphere in order to promote and strengthen the level of cooperation in the areas of interest as specified in this MOU;

(c) the promotion of cooperation in the domain of technologies related to broadband network infrastructures, spectrum and frequency band and networks, including the development of content applications and the deployment of services;

(d) the promotion and exchange of projects 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 experts, study tour delegations on ICTs, sharing of experiences, consultation and management services on project implementation linked to the development of ICTs in both countries, especially during the stages of appraisals and studies on risk analysis, design and implementation of contingency plans, as well as on the development of training plans related to the respective phases of execution and validation of the operability of projects;

(f) the promotion of close cooperation in forums of international organisations responsible for ICTs such as the African Union, Southern African Development Community, International Telecommunications Union, Universal Postal Union and others related to ICTs;

(g) organising seminars and workshops in the relevant domains of telecommunications, Information Technologies and postal services;

(h) the promotion of studies aimed at the implementation of sound mechanisms to promote mutual trade and business investments in the field of ICTs in both countries;

(i) the promotion of the sharing of methodologies, models, tools and statistics related to the ICT sector that might facilitate identification and measurement of respective development indicators necessary for decision making during technical and economic planning;

(j) cooperation in human resource development, including training and technical and professional capacity building, as well as in terms of the development of educational programs; and

(k) any other cooperative modalities that may be mutually agreed upon in writing between the Parties.

ARTICLE 5
ICT WORKING COMMITTEE

(1) The Parties shall establish an ICT Working Committee ("the Committee").

(2) The Committee shall review the progress of cooperative activities under this MOU and discuss other issues relating to this MOU.

(3) The Committee shall be composed of two officials at a Director Level designated by each Party.

(4) The Committee shall meet in accordance with a schedule agreed upon in writing by the Parties alternating between the Parties or as may be determined, and subject to the availability of funding in accordance with the domestic law applicable in the territory of each Party.

(5) The key deliverables of the Committee shall be jointly decided upon in writing by the Parties before each meeting of the Committee and shall also focus on the achievement of the scope of cooperation of this MOU.

(6) During the conduct of the above mentioned activities, the Parties may engage with each other and coordinate with other government institutions relevant to the implementation of such ICT activities.

ARTICLE 6
LEGAL FRAMEWORK

All cooperation and activities under this MOU shall be conducted in accordance with the domestic law applicable in the territory of each Party.

ARTICLE 7
INTELLECTUAL PROPERTY

(1) The Parties shall adopt the appropriate measures to protect intellectual property rights, according to the domestic law and international agreements applicable in their territories.

(2) The conditions for the acquisition, maintenance and commercial exploitation of intellectual property rights over possible products and processes that might be

obtained under this MOU will be defined in the specific programs, contracts and working plans approved by the Parties.

(3) The Parties shall not disclose information which might jeopardise the acquisition, maintenance and commercial exploitation of intellectual property rights obtained under this MOU, without the prior written consent of the other Party.

(4) The specific programs, contracts and working plans shall establish the rules and procedures concerning the settlement of disputes on intellectual property matters under this MOU.

ARTICLE 8
FUNDING

(1) The implementation of the cooperative activities under this MOU shall depend on the availability of funds and resources made available by the Parties.

(2) Each Party shall be responsible for the funding of the activities taking place within its territory.

ARTICLE 9
SUPPLEMENTARY ARRANGEMENTS

The Parties may enter into such supplementary arrangements for the purpose of cooperation and coordination in terms of this MOU when required.

ARTICLE 10
CONFIDENTIALITY

(1) Any information arising from the implementation of this MOU is confidential.

(2) Neither Party shall disclose nor distribute to any third party confidential information, without the prior written consent of the other Party.

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
SETTLEMENT OF DISPUTES

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

ARTICLE 13
ENTRY INTO FORCE

The Parties shall notify each other in writing when their respective constitutional requirements for entry into force of this MOU have been fulfilled. This MOU shall enter into force on the date of the last written notification.

ARTICLE 14
DURATION AND TERMINATION

(1) This MOU shall remain in force for a period of five (5) years, where after it shall be automatically renewed for further periods of five (5) years at a time, unless terminated by either Party by giving six (6) months' prior written notice through the diplomatic channel to the other Party of its intention to terminate this MOU.

(2) The termination of this MOU shall not affect any activities, programs and projects undertaken by the Parties prior to the termination thereof, or the full execution of any cooperative activity that has not been fully executed at the time of termination, unless otherwise agreed upon in writing by the Parties.

ARTICLE 15
FORCE MAJEURE

(1) In the event of the occurrence of *force majeure,* which shall include, but not limited to, riots, floods, acts of God, natural disasters and wars, neither Party shall be held accountable for problems and costs arising from the failure to fulfil obligations under this MOU.

(2) In the event that *force majeure* subsists for a period of six (6) months, the Party experiencing such event shall give fourteen (14) days' prior written notice to the other Party, whereupon the activities, programmes and obligations undertaken at the time under this MOU shall automatically terminate and both Parties shall be relieved of fulfilling any such obligations affected, but this does not preclude consideration of any other new proposals under the lifespan of this MOU.

ARTICLE 16
COMMUNICATION

All notices or other communication pursuant to this MOU shall be done through the diplomatic channel.

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

DONE at ....DUBAI..... on this ..31..... day of ...OCTOBER 2018.

FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

FOR THE GOVERNMENT OF THE KINGDOM OF LESOTHO