



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE REPUBLIC OF SOUTH AFRICA

AND

THE REPUBLIC OF NAMIBIA

ON

**CO-OPERATION IN THE AREAS OF FISHERIES
AND AQUACULTURE**

[Handwritten signature] *AB*

PREAMBLE

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

RECOGNIZING the need to development and to reinforce a relationship of cooperation and friendship between the Parties and their responsibilities for developing fisheries and aquaculture;

CONSIDERING that the Parties wish to establish a framework for further cooperation based on the principle of mutually beneficial arrangements between the Parties and collaborating in the responsible management of fisheries and aquaculture;



BEARING in mind the importance of fishing and aquaculture in the social and economic development of both countries;

RECOGNIZING that the cooperation in matters relating to fishing and aquaculture is beneficial to each of the Parties in increasing employment, alleviating poverty and enhancing food security;

REAFFIRMING their commitment to enhance the sustainable utilization of marine resources in the Benguela Current Ecosystem, and regional cooperation in the fields of fisheries and aquaculture through the mechanisms envisaged by the Southern African Development Community (SADC);

CONSCIOUS of the sovereign rights exercised by Parties in terms of scientific research, conservation, management and exploitation of living aquatic resources within the framework of international law;

RECALLING the provisions of the FAO Code of Conduct for Responsible Fisheries, 1995 (Rome) to which both Parties are signatories;

 2 

DESIROUS to comply with the provisions of international instruments to which the Parties are signatories, or arrangements made under such instruments;

MINDFUL of the obligations assumed by the Parties, within the framework of the Plan of Action of the United Nations World Summit on Sustainable Development, 2002 (Johannesburg); and

DESIRING to achieve the United Nations Millennium Development Goals;

HEREBY AGREE as follows:

ARTICLE 1

Competent Authorities

The Competent Authorities responsible for the implementation of this Memorandum of Understanding will be—

- (a) in the case of the Government of the Republic of Namibia, the Ministry of Fisheries and Marine Resources; and
- (b) in the case of the Government of the Republic of South Africa, the Department of Agriculture, Forestry and Fisheries.

ARTICLE 2

Objective

This Memorandum of Understanding (“MoU”) aims to strengthen bilateral communication, cooperation and collaboration in matters pertaining to marine capture fisheries, inland fisheries and aquaculture, on conforming to the respective laws and policies of the Parties.

 3



ARTICLE 3

Scope

The communication, cooperation and collaboration on fisheries and aquaculture envisaged under Article 2 of this MoU relate to, but are not limited to, the following—

- (a) Fisheries and aquaculture research;
- (b) monitoring, control and surveillance;
- (c) capacity building and development;
- (d) data and information;
- (e) collaboration on policies;
- (f) collaboration on economic development of fisheries;
- (g) collaboration on value addition;
- (h) collaboration on fisheries aspects in Blue Economy; and
- (i) regional and international collaboration.

ARTICLE 4

Fisheries and Aquaculture Research

The Parties will—

- (a) create a specialized joint working group for the evaluation, management and socio-economic study of shared marine resources;
- (b) plan and carry out surveys and analysis into matters relating to shared marine fish stocks and biological specimens;
- (c) carry out research and implement measures on impacts of marine mining and other marine economic activities to shared aquatic ecosystems;
- (d) carry out research and implement measures on impacts of coastal development on intertidal biodiversity;
- (e) carry out research and implement measures on aquatic animal health, bioaccumulation and food safety;
- (f) create appropriate arrangements for the management of shared marine and freshwater living resources, including total allowable catches, technical conservation measures and other management measures;

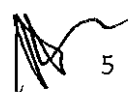
- (g) promote research publications and technical reports on the activities carried out under this Article; and
- (h) exchange data and information relating to the results of the studies, surveys and analysis contemplated in this Article.

ARTICLE 5

Monitoring, Control and Surveillance

The Parties will—

- (a) co-operate in strengthening the monitoring, control and surveillance activities in waters under their respective jurisdictions, especially in the border areas of their countries;
- (b) execute joint surface and aerial marine fisheries surveillance patrols and, for the purpose of cutting costs, share assets used for the purpose of patrol;
- (c) co-operate in developing national plans of action against Illegal, Unreported and Unregulated (IUU) fishing, in support of the FAO international Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing, 2001 (Rome) and the FAO Port State Measures Agreement, 2009;
- (d) take steps to ensure that the Parties remain fully aware of the threat of IUU fishing to national fish stock, shared fish stocks and straddling fish stocks, and the appropriate action to mitigate such threats;
- (e) jointly develop—
 - (i) procedures for application in activities relating to monitoring, control and surveillance, including the collection of evidence on-board vessels;
 - (ii) manuals relating to monitoring, control and surveillance; and
 - (iii) procedures to facilitate the prosecution of suspects;
- (f) create arrangements for the exchange of data and information between the Parties, in accordance with each countries laws and regulations, on the activities conducted from or on fishing vessels in their respective waters, including data and information on—
 - (i) infringements of each Party's domestic law or international law;



- (ii) blacklisted persons or entities, who are guilty of such infringements; and
 - (iii) sanctions imposed against such blacklisted persons or entities; and
- (g) hold technical meetings between staff involved in monitoring, control and surveillance in their countries as may be agreed upon by the Parties.

ARTICLE 6

Capacity Building and Development

The Parties will—

- (a) carry out joint training operations on shared monitoring platforms, be it on surface or in the air, relating to the monitoring, control and surveillance of fisheries and aquaculture activities within their respective jurisdictions;
- (b) facilitate the capacity-building of officials of the Parties in training institutions and facilities in both countries;
- (c) facilitate access by officials of the countries of both Parties to technical and material resources, and joint research, economics and socio-economics, administration and policy activities, which their respective countries carry out in the areas of fisheries and aquaculture;
- (d) ensure that similar opportunities are provided to representatives of the countries of both Parties in respect of training through joint studies on fisheries and aquaculture by sharing research vessels and other resources; and
- (e) undertake bi-lateral visits whenever necessary, and hold technical meetings and seminars, in relation to any field covered by this MoU.

ARTICLE 7

Data and Information

- (1) The Parties will maintain systems for the collection, verification, storage, and analysis of data and information pertinent to the objectives of this MoU, in accordance with each Party's laws and regulations.





- (2) The Parties will particularly focus on data and information relating to the following matters:
- (a) fishing effort and the catching of shared fisheries resources, including total allowable catches;
 - (b) transgression of the domestic laws of the countries of the Parties by a person or entity engaged in fisheries and aquaculture;
 - (c) conservation measures adopted by the Parties;
 - (d) exploratory fisheries; and
 - (e) relevant research to ensure the sustainable exploitation of fisheries and aquaculture resources.
- (3) A Party will, upon request, expeditiously provide data and information, including by electronic means to the other Party, through the Ministry responsible for fisheries and marine resources.

ARTICLE 8

Collaboration on Policies in Fisheries and Aquaculture

The Parties will endeavour to—

- (a) harmonize their policies and laws relating to fisheries and aquaculture within the ambit of the international instruments to which they are Parties;
- (b) share information on policies and regulatory frameworks informing Total Allowable Catch (TAC) setting and Fishing Quota allocation mechanisms;
- (c) share information on policies informing evaluation scorecards for fishing industry and other stakeholders; and
- (d) develop mechanisms for facilitating fishing and fish processing logistics including access to specific stocks, fishing vessels, landing ports, and processing facilities in both countries.

 7 

ARTICLE 9
Aquaculture and Inland Fisheries

The Parties will—

- (a) cooperate in establishing—
 - (i) centers of excellence for disease control and quality assurance of aquaculture products; and
 - (ii) laboratories for monitoring marine water quality for the purpose of aquaculture and the presence of harmful algal blooms and other phenomenon in such waters;
- (b) carry out joint research into cultivation of marine living resources indigenous to the Benguela Current Ecosystem and indigenous inland freshwater resources, using acquired technology as far as practicable;
- (c) foster close cooperation between staff, who are involved in the monitoring, control and surveillance of inland fisheries in the countries of the Parties; and
- (d) develop joint management plans for shared aquatic resources.

ARTICLE 10
Cooperation on Economic Development of Fisheries

The Parties will—

- (a) cooperate on capacity building on compliance systems on Sanitary and Phytosanitary Standards (SPS), including food safety systems, in fisheries and aquaculture;
- (b) cooperate on aspects of trade and marketing of fishery products which are of mutual interest to both countries;
- (c) promote mutual beneficial economic relations between persons and other legal entities from their countries, including joint ventures in fishing, fish processing, marketing of fish products, and aquaculture activities; and
- (d) develop institutional and business cooperation in the implementation of a management system of quality assurance in fishing, fish production and processing.

 8



ARTICLE 11

Collaboration on Blue Economy Development

The Parties will cooperate on development of policies, regulatory frameworks, management plans, and implementation of Blue Economy Activities of mutual interest related to fisheries.

ARTICLE 12

Collaboration on Value addition

The Parties will collaborate on value addition activities in fisheries and aquaculture, including joint Research and Development capacity development initiatives at institutions and facilities in both countries.

ARTICLE 13

Regional and International Cooperation

Taking into consideration sector priorities of the respective Parties, the objects of respective domestic legislation as well as provisions of regional and international agreements of which the Parties are members, to the extent possible, the Parties will endeavor to develop, support and defend, either through meetings of the Joint Technical Committee referred to in Article 14 of this MoU or by written communication between the Parties, joint positions for the purpose of advancing the Parties interests at regional and international platforms, including Regional Fisheries Management Organizations (RFMOs), on matters falling within the scope of this MoU.

ARTICLE 14

Joint Technical Committee

- (1) Parties will establish a Joint Technical Committee to oversee the implementation of this MoU.

 9

- (2) Each Party will nominate not more than five persons to serve as members of the Committee.
- (3) The Committee will meet as agreed by the Parties and in their territories on an alternating basis.

ARTICLE 15

Financial Implications

- (1) The parties will mutually agree on responsibilities and costs associated with the implementation of this MoU.
- (2) Activities pursuant to this MoU are subject to the availability of resources and to the respective laws and regulations of the Parties.

ARTICLE 16

Plan of Action/Protocol

- (1) The Parties will enter into specific plan of action or protocols under this MoU in respect of specific areas of cooperation in accordance with the procedure set out in Article 20 of the MoU, in which the Parties may set out, to include amongst other things, the objectives, activities, output, work plans and time scales of the cooperation, financial and other responsibilities of the Parties in this regard.
- (2) The Parties will inform each other in writing of, and consult on, any issues regarding the interpretation or implementation of this MoU.

ARTICLE 17

Confidentiality

- (1) The Parties will, in accordance with the laws of their respective countries, maintain the strictest confidentiality with regard to all information acquired from or concerning the other Party, which may include trade secrets, financial information, technical data, or any other non-public information, communication between the Parties.



10



- (2) The Parties will take such precautions as may be necessary to maintain the confidentiality of information communicated between them.

ARTICLE 18

Intellectual Property Rights

- (1) The Parties will protect and enforce intellectual property rights, which are created or utilized in the course of carrying out activities under this MoU, in accordance with their respective national laws and international instruments to which their countries are Parties.
- (2) The Parties will allocate intellectual property created in the course of cooperative activities under this MoU in separate implementation agreements or protocols regarding such activities

ARTICLE 19

Settlement of Disputes

Any dispute arising from the interpretation or implementation of this MoU will be resolved amicably by means of mutual consultations and negotiations between the Parties through the diplomatic channel.

ARTICLE 20

Amendments

- (1) A Party, which intends to propose an amendment to this MoU, should notify the other Party in writing of such intention at least forty-five (45) days before negotiations regarding the proposed amendment takes place.
- (2) This MoU will be amended after the provisions of sub-Article (1) have been complied with by the mutual written consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.



ARTICLE 21

Entry into force, Duration and Termination

- (1) This MoU will enter into force on the date on which the Parties have notified each other in writing through the diplomatic channel of their compliance with their domestic law requirements necessary for the entry into force of this MoU. The date of entry into force will be the date of the last notification.
- (2) This MoU will remain in force for a period of five (5) years and is automatically renewable for equal and successive periods, unless terminated in accordance with sub-Article (3).
- (3) This MoU may be terminated by either Party by 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 MoU will not affect the completion of any project undertaken by the Parties prior to the termination thereof, or the full execution of any cooperative activity that has not been fully completed and executed at the time of termination, unless otherwise agreed upon in writing by the Parties.

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

DONE at *Namibia* on this *21* day of *January* 20*19*



FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA



FOR THE GOVERNMENT OF THE
REPUBLIC OF NAMIBIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE REPUBLIC OF NAMIBIA



AND

THE REPUBLIC OF SOUTH AFRICA



ON

CO-OPERATION IN THE AREAS OF FISHERIES AND AQUACULTURE

Handwritten signatures: A and B

PREAMBLE

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

RECOGNIZING the need to development and to reinforce a relationship of cooperation and friendship between the Parties and their responsibilities for developing fisheries and aquaculture;

CONSIDERING that the Parties wish to establish a framework for further cooperation based on the principle of mutually beneficial arrangements between the Parties and collaborating in the responsible management of fisheries and aquaculture;

BEARING in mind the importance of fishing and aquaculture in the social and economic development of both countries;

RECOGNIZING that the cooperation in matters relating to fishing and aquaculture is beneficial to each of the Parties in increasing employment, alleviating poverty and enhancing food security;

REAFFIRMING their commitment to enhance the sustainable utilization of marine resources in the Benguela Current Ecosystem, and regional cooperation in the fields of fisheries and aquaculture through the mechanisms envisaged by the Southern African Development Community (SADC);



CONSCIOUS of the sovereign rights exercised by Parties in terms of scientific research, conservation, management and exploitation of living aquatic resources within the framework of international law;

RECALLING the provisions of the FAO Code of Conduct for Responsible Fisheries, 1995 (Rome) to which both Parties are signatories;

DESIROUS to comply with the provisions of international instruments to which the Parties are signatories, or arrangements made under such instruments;

MINDFUL of the obligations assumed by the Parties, within the framework of the Plan of Action of the United Nations World Summit on Sustainable Development, 2002 (Johannesburg); and

DESIRING to achieve the United Nations Millennium Development Goals;

HEREBY AGREE as follows:

ARTICLE 1

Competent Authorities

The Competent Authorities responsible for the implementation of this Memorandum of Understanding will be—

- (a) in the case of the Government of the Republic of Namibia, the Ministry of Fisheries and Marine Resources; and
- (b) in the case of the Government of the Republic of South Africa, the Department of Agriculture, Forestry and Fisheries.

ARTICLE 2

Objective

This Memorandum of Understanding ("MoU") aims to strengthen bilateral communication, cooperation and collaboration in matters pertaining to marine capture fisheries, inland fisheries and aquaculture, on conforming to the respective laws and policies of the Parties.

ARTICLE 3

Scope

The communication, cooperation and collaboration on fisheries and aquaculture envisaged under Article 2 of this MoU relate to, but are not limited to, the following—

- (a) Fisheries and aquaculture research;
- (b) monitoring, control and surveillance;
- (c) capacity building and development;
- (d) data and information;
- (e) collaboration on policies;
- (f) collaboration on economic development of fisheries;
- (g) collaboration on value addition;
- (h) collaboration on fisheries aspects in Blue Economy; and
- (i) regional and international collaboration.

ARTICLE 4

Fisheries and Aquaculture Research

The Parties will—

- (a) create a specialized joint working group for the evaluation, management and socio-economic study of shared marine resources;
- (b) plan and carry out surveys and analysis into matters relating to shared marine fish stocks and biological specimens;
- (c) carry out research and implement measures on impacts of marine mining and other marine economic activities to shared aquatic ecosystems;
- (d) carry out research and implement measures on impacts of coastal development on intertidal biodiversity;
- (e) carry out research and implement measures on aquatic animal health, bioaccumulation and food safety;
- (f) create appropriate arrangements for the management of shared marine and freshwater living resources, including total allowable catches, technical conservation measures and other management measures;
- (g) promote research publications and technical reports on the activities carried out under this Article; and



- (h) exchange data and information relating to the results of the studies, surveys and analysis contemplated in this Article.

ARTICLE 5

Monitoring, Control and Surveillance

The Parties will—

- (a) co-operate in strengthening the monitoring, control and surveillance activities in waters under their respective jurisdictions, especially in the border areas of their countries;
- (b) execute joint surface and aerial marine fisheries surveillance patrols and, for the purpose of cutting costs, share assets used for the purpose of patrol;
- (c) co-operate in developing national plans of action against Illegal, Unreported and Unregulated (IUU) fishing, in support of the FAO international Plan of Action to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing, 2001 (Rome) and the FAO Port State Measures Agreement, 2009;
- (d) take steps to ensure that the Parties remain fully aware of the threat of IUU fishing to national fish stock, shared fish stocks and straddling fish stocks, and the appropriate action to mitigate such threats;
- (e) jointly develop—
 - (i) procedures for application in activities relating to monitoring, control and surveillance, including the collection of evidence on-board vessels;
 - (ii) manuals relating to monitoring, control and surveillance; and
 - (iii) procedures to facilitate the prosecution of suspects;
- (f) create arrangements for the exchange of data and information between the Parties, in accordance with each countries laws and regulations, on the activities conducted from or on fishing vessels in their respective waters, including data and information on—
 - (i) infringements of each Party's domestic law or international law;
 - (ii) blacklisted persons or entities, who are guilty of such infringements; and



- (iii) sanctions imposed against such blacklisted persons or entities; and
- (g) hold technical meetings between staff involved in monitoring, control and surveillance in their countries as may be agreed upon by the Parties.

ARTICLE 6

Capacity Building and Development

The Parties will—

- (a) carry out joint training operations on shared monitoring platforms, be it on surface or in the air, relating to the monitoring, control and surveillance of fisheries and aquaculture activities within their respective jurisdictions;
- (b) facilitate the capacity-building of officials of the Parties in training institutions and facilities in both countries;
- (c) facilitate access by officials of the countries of both Parties to technical and material resources, and joint research, economics and socio-economics, administration and policy activities, which their respective countries carry out in the areas of fisheries and aquaculture;
- (d) ensure that similar opportunities are provided to representatives of the countries of both Parties in respect of training through joint studies on fisheries and aquaculture by sharing research vessels and other resources; and
- (e) undertake bi-lateral visits whenever necessary, and hold technical meetings and seminars, in relation to any field covered by this MoU.

ARTICLE 7

Data and Information

- (1) The Parties will maintain systems for the collection, verification, storage, and analysis of data and information pertinent to the objectives of this MoU, in accordance with each Party's laws and regulations.
- (2) The Parties will particularly focus on data and information relating to the following matters:
 - (a) fishing effort and the catching of shared fisheries resources, including total allowable catches;

- (b) transgression of the domestic laws of the countries of the Parties by a person or entity engaged in fisheries and aquaculture;
 - (c) conservation measures adopted by the Parties;
 - (d) exploratory fisheries; and
 - (e) relevant research to ensure the sustainable exploitation of fisheries and aquaculture resources.
- (3) A Party will, upon request, expeditiously provide data and information, including by electronic means to the other Party, through the Ministry responsible for fisheries and marine resources.

ARTICLE 8

Collaboration on Policies in Fisheries and Aquaculture

The Parties will endeavour to—

- (a) harmonize their policies and laws relating to fisheries and aquaculture within the ambit of the international instruments to which they are Parties;
- (b) share information on policies and regulatory frameworks informing Total Allowable Catch (TAC) setting and Fishing Quota allocation mechanisms;
- (c) share information on policies informing evaluation scorecards for fishing industry and other stakeholders; and
- (d) develop mechanisms for facilitating fishing and fish processing logistics including access to specific stocks, fishing vessels, landing ports, and processing facilities in both countries.

ARTICLE 9

Aquaculture and Inland Fisheries

The Parties will—

- (a) cooperate in establishing—
 - (i) centers of excellence for disease control and quality assurance of aquaculture products; and



- (ii) laboratories for monitoring marine water quality for the purpose of aquaculture and the presence of harmful algal blooms and other phenomenon in such waters;
- (b) carry out joint research into cultivation of marine living resources indigenous to the Benguela Current Ecosystem and indigenous inland freshwater resources, using acquired technology as far as practicable;
- (c) foster close cooperation between staff, who are involved in the monitoring, control and surveillance of inland fisheries in the countries of the Parties; and
- (d) develop joint management plans for shared aquatic resources.

ARTICLE 10

Cooperation on Economic Development of Fisheries

The Parties will—

- (a) cooperate on capacity building on compliance systems on Sanitary and Phytosanitary Standards (SPS), including food safety systems, in fisheries and aquaculture;
- (b) cooperate on aspects of trade and marketing of fishery products which are of mutual interest to both countries;
- (c) promote mutual beneficial economic relations between persons and other legal entities from their countries, including joint ventures in fishing, fish processing, marketing of fish products, and aquaculture activities; and
- (d) develop institutional and business cooperation in the implementation of a management system of quality assurance in fishing, fish production and processing.

ARTICLE 11

Collaboration on Blue Economy Development

The Parties will cooperate on development of policies, regulatory frameworks, management plans, and implementation of Blue Economy Activities of mutual interest related to fisheries.

ARTICLE 12

Collaboration on Value addition

The Parties will collaborate on value addition activities in fisheries and aquaculture, including joint Research and Development capacity development initiatives at institutions and facilities in both countries.

ARTICLE 13

Regional and International Cooperation

Taking into consideration sector priorities of the respective Parties, the objects of respective domestic legislation as well as provisions of regional and international agreements of which the Parties are members, to the extent possible, the Parties will endeavor to develop, support and defend, either through meetings of the Joint Technical Committee referred to in Article 14 of this MoU or by written communication between the Parties, joint positions for the purpose of advancing the Parties interests at regional and international platforms, including Regional Fisheries Management Organizations (RFMOs), on matters falling within the scope of this MoU.

ARTICLE 14

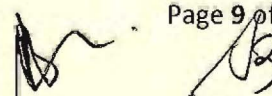
Joint Technical Committee

- (1) Parties will establish a Joint Technical Committee to oversee the implementation of this MoU.
- (2) Each Party will nominate not more than five persons to serve as members of the Committee.
- (3) The Committee will meet as agreed by the Parties and in their territories on an alternating basis.

ARTICLE 15

Financial Implications

- (1) The parties will mutually agree on responsibilities and costs associated with the implementation of this MoU.
- (2) Activities pursuant to this MoU are subject to the availability of resources and to the respective laws and regulations of the Parties.



ARTICLE 16
Plan of Action/Protocol

- (1) The Parties will enter into specific plan of action or protocols under this MoU in respect of specific areas of cooperation in accordance with the procedure set out in Article 20 of the MoU, in which the Parties may set out, to include amongst other things, the objectives, activities, output, work plans and time scales of the cooperation, financial and other responsibilities of the Parties in this regard.
- (2) The Parties will inform each other in writing of, and consult on, any issues regarding the interpretation or implementation of this MoU.

ARTICLE 17
Confidentiality

- (1) The Parties will, in accordance with the laws of their respective countries, maintain the strictest confidentiality with regard to all information acquired from or concerning the other Party, which may include trade secrets, financial information, technical data, or any other non-public information, communication between the Parties.
- (2) The Parties will take such precautions as may be necessary to maintain the confidentiality of information communicated between them.

ARTICLE 18
Intellectual Property Rights

- (1) The Parties will protect and enforce intellectual property rights, which are created or utilized in the course of carrying out activities under this MoU, in accordance with their respective national laws and international instruments to which their countries are Parties.
- (2) The Parties will allocate intellectual property created in the course of cooperative activities under this MoU in separate implementation agreements or protocols regarding such activities

ARTICLE 19

Settlement of Disputes

Any dispute arising from the interpretation or implementation of this MoU will be resolved amicably by means of mutual consultations and negotiations between the Parties through the diplomatic channel.

ARTICLE 20

Amendments

- (1) A Party, which intends to propose an amendment to this MoU, should notify the other Party in writing of such intention at least forty-five (45) days before negotiations regarding the proposed amendment takes place.
- (2) This MoU will be amended after the provisions of sub-Article (1) have been complied with by the mutual written consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.

ARTICLE 21

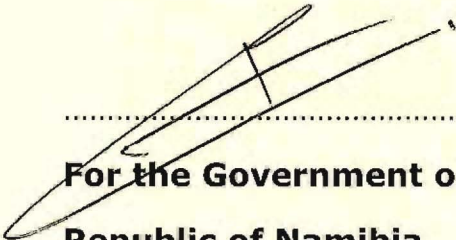
Entry into force, Duration and Termination

- (1) This MoU will enter into force on the date on which the Parties have notified each other in writing through the diplomatic channel of their compliance with their domestic law requirements necessary for the entry into force of this MoU. The date of entry into force will be the date of the last notification.
- (2) This MoU will remain in force for a period of five (5) years and is automatically renewable for equal and successive periods, unless terminated in accordance with sub-Article (3).
- (3) This MoU may be terminated by either Party by 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 MoU will not affect the completion of any project undertaken by the Parties prior to the termination thereof, or the full execution of any cooperative activity that has not been fully completed and executed at the time of termination, unless otherwise agreed upon in writing by the Parties.



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

DONE at Namibia on this 21 day of January 2019.


.....
**For the Government of the
Republic of Namibia**


.....
**For the Government of the
Republic of South Africa**