



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

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

AND

**THE GOVERNMENT OF THE CENTRAL
AFRICAN REPUBLIC**

CONCERNING

DEFENCE COOPERATION

A handwritten signature in black ink, consisting of a stylized 'R' followed by a flourish.

PREAMBLE

The Government of the Republic of South Africa and the Government of the Central African Republic (hereinafter jointly referred to as the "Parties" and in the singular as a "Party");

STRIVING to strengthen the good and friendly relations by means of close defence cooperation;

RECOGNISING that the agreements resulting from the implementation of this Memorandum of Understanding shall be in accordance with their respective national and international policies and shall not conflict with the domestic law of their states nor impair the commitments undertaken by their countries in the international field;

WISHING to acknowledge and demonstrate their mutual commitment to the formation and development of their defence relationships;

CONFIRMING that the cooperation between the Parties promotes peace and stability, and that this cooperation is not directed against a third state;

HEREBY AGREE as follows:

ARTICLE 1

AIM

The aim of this Memorandum of Understanding (hereinafter referred to as "this MOU") is to enhance defence cooperation by the exchange of experience and knowledge for the use of the Parties.

ARTICLE 2

SCOPE AND GOALS

The Parties shall cooperate in the field of defence in compliance with their domestic law and international law through pursuance of the following goals:

- (a) The development and formulation of procedures for military cooperation between the Armed Forces;
- (b) the promotion of the training of military personnel through the exchange of trainees, instructors and observers;
- (c) the exchange of military information on matters agreed to, subject to any restrictions on national security;
- (d) the encouragement and facilitation of industrial cooperation

between the respective industries in the field of defence related research and development and procurement of defence equipment;

- (e) exchange of knowledge and training in the field of United Nations and African Union peacekeeping operations;
- (f) cooperation in the field of military health services;
- (g) the encouragement of the exchange of military personnel at all levels to enhance sporting and cultural links between the Armed Forces;
- (h) the consideration and undertaking of any other activity which in the opinion of the Armed Forces would promote cooperation between them.

→ Special Forces /
Operations Manual ?

ARTICLE 3

IMPLEMENTATION

- (1) In order to implement this MOU, the Parties shall entrust the Department of Defence of the Republic of South Africa and the Department of Defence of the Central African Republic, with the overall implementation of this MOU.
- (2) For regular coordination of activities the Parties agree to establish the Joint Defence Committee.
- (3) The Joint Defence Committee shall meet every two years, alternately in South Africa and the Central African Republic, except if the need arises for more and urgent meetings to be held.
- (4) The leading delegates of each country shall alternately chair the Joint Defence Committee meetings.
- (5) Terms of Reference shall be developed by both Parties after the signing of this MOU to serve as the guidelines for the Joint Defence Committee.

ARTICLE 4

COOPERATION

- (1) Each Party shall submit a detailed request of its intention to activate a field of cooperation.
- (2) Cooperation in any field is subject to the approval of the other Party, and shall include-
 - (a) Mutual visits;

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- (b) meetings of delegations;
- (c) exchange visits by delegations to warships, aircraft, units of the Army and military health;
- (d) attendance of courses.

ARTICLE 5

PROTECTION OF INFORMATION

- (1) Each Party shall guarantee the secure handling of classified material, projects drafts, technical specifications and any other classified information exchanged under this MOU in the same manner in which their classified information and material is protected and secured.
- (2) The information, documents, materials and technologies exchanged under this MOU shall be used only for the purpose of implementing this MOU.
- (3) Neither Party shall transfer the information, documents, materials and technologies, either classified or unclassified to a third party without the prior written consent or approval of the other Party.

ARTICLE 6

FINANCIAL ARRANGEMENTS


In respect to the implementation of this MOU, or any activities arising from it, and unless otherwise agreed upon by the Parties-

- (a) The hosting Party shall bear the costs of transporting the delegates of the visiting Party from the point of entry of the hosting Party's territory;
- (b) The visiting Party shall bear all travelling costs to and from the arrival and departure point of the hosting Party's territory as well as all costs or expenses concerning its own personnel, including that of meals and accommodation.

ARTICLE 7

DISPUTES

Any dispute between the Parties arising out of the interpretation or implementation of this MOU shall be resolved through consultation and negotiations between the Parties and, if necessary, through the diplomatic channel.



ARTICLE 8

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 9

FUTURE AGREEMENTS

With regard to any particular matter contained in the provisions of this MOU the Parties may, subject to their constitutional procedures for the conclusion of agreements, enter into such further agreements, of a general or specific nature, that will promote the effective implementation of this MOU.

ARTICLE 10

ENTRY INTO FORCE, DURATION AND TERMINATION

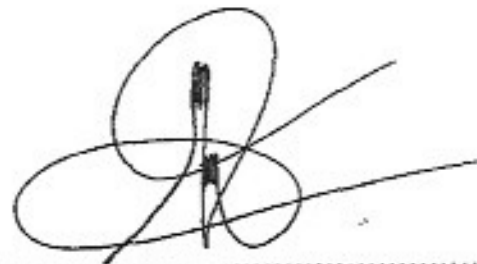
- (1) This MOU shall enter into force on the date of signature thereof.
- (2) This MOU shall remain in force for a period of five (5) years, which may be extended for further periods of five (5) years by means of an Exchange of Notes between the Parties through the diplomatic channel. ↗ 11/02/07 ?
↘ 11/02/12
- (3) This MOU shall be terminated by either Party giving 3 months' notice in writing to the other Party through the diplomatic channel of its intention to terminate this MOU. ↪ not a new MOU ?
- (4) The termination of this MOU shall not affect the implementation of the other agreements, conventions or contracts concluded under this MOU, except if the Parties have provided otherwise.
- (5) The provisions of Article 5 shall remain into force after the termination of this MOU.

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

DONE atPRETORIA.....on this 11th.....day of FEBRUARY...in this year ..2007.....



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FOR THE GOVERNMENT OF
THE REPUBLIC OF SOUTH
AFRICA



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FOR THE GOVERNMENT OF THE
CENTRAL AFRICAN REPUBLIC.