

**No. 45780**

---

**South Africa  
and  
Italy**

**Agreement between the Government of the Republic of South Africa and the Government of the Italian Republic on cooperation in the field of public transport.  
Rome, 27 January 1998**

**Entry into force:** *29 November 2000 by notification, in accordance with article 10*

**Authentic texts:** *English and Italian*

**Registration with the Secretariat of the United Nations:** *South Africa, 2 February 2009*

---

**Afrique du Sud  
et  
Italie**

**Accord de coopération en matière de transports en commun entre le Gouvernement de la République sud-africaine et le Gouvernement de la République italienne.  
Rome, 27 janvier 1998**

**Entrée en vigueur :** *29 novembre 2000 par notification, conformément à l'article 10*

**Textes authentiques :** *anglais et italien*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Afrique du Sud, 2 février 2009*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF  
SOUTH AFRICA AND THE GOVERNMENT OF THE ITALIAN REPUBLIC ON  
COOPERATION IN THE FIELD OF PUBLIC TRANSPORT**

**PREAMBLE**

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

**CONSIDERING** the importance given to public transport by the Parties;

**DESIROUS** of strengthening co-operation between the two Countries in the field of rail transport;

**CONSIDERING** further that such co-operation shall promote the development of existing friendly relations between the two Countries;

**HEREBY HAVE AGREED** as follows:

**Article 1**

The Parties shall promote the development of co-operation in the field of public transport and the strengthening of technological expertise and exchanges in this sector, with special reference to rail transport. Such co-operation shall be extended to the other modes of public transport. Special attention shall be given to strategic planning, to optimising productivity by focusing on the professional training of human resources, and logistic planning, with the aim of increasing operational efficiency. Such co-operation shall also be aimed at creating the opportunities for exchange and transfer of expertise between the Parties and operators of both Countries on national and regional levels.

**Article 2**

Co-operation between the Parties in the field of public transport may be effected by means of:

a) exchange of experts, research workers, specialists and scholars;

- b) exchange of technical information and documentation and the transfer of expertise in the rail field;
- c) organizing bilateral technical seminars and courses in areas of mutual interest;
- d) joint identification of technical problems, formulation and implementation of joint research programmes, application of the results of such research in the sectorial industry, and exchange of experience and expertise resulting therefrom.

### **Article 3**

- 1) The Parties shall promote co-operation between their respective organizations, enterprises and institutions concerned with public transport technology and expertise with a view to concluding, if necessary, appropriate contracts within the framework of this Agreement.
- 2) The Parties shall encourage the organizations, enterprises and institutions referred to in sub-article (1) to include in such contracts, where feasible, provisions for -
  - a) exchange of patents, joint application for patents based on joint projects of research and development, and conditions for their commercialisation by either or both Parties in their Countries or in a third country;
  - b) conditions of introduction into production and realization of output;
  - c) financial terms and conditions; and
  - d) the terms and conditions applying to the information obtained by the said organizations, enterprises and institutions or implementation of the said contracts.

### **Article 4**

- 1) The delivery of the equipment required for joint research and for pilot studies instituted in furtherance of this Agreement shall be effected in the manner discussed and agreed upon in writing either between the Parties or between the co-operating organisations, enterprises and institutions, as may be applicable in each case.
- 2) The delivery of equipment and apparatus from one Party to the other Party produced in the course of implementation of this Agreement shall be effected in accordance with the terms of the then existing trade agreement between the Parties, or as may be agreed between them.

### **Article 5**

- 1) In order to facilitate the functioning of the Agreement, the Parties shall establish a technical co-ordinating body, in which both Parties shall be represented by experts to be appointed by each Party.
- 2) The terms for the establishment of the co-ordinating body shall be agreed upon in writing between the Parties.

### **Article 6**

No Party shall divulge information obtained by it or its personnel under this Agreement to any third Party without specific consent of the other Party.

### **Article 7**

- 1) Travel expenses for scientists and specialists between the two Countries shall be borne by the sending Party, while the other expenses shall be borne according to the terms agreed upon in writing between the Parties.
- 2) Expenses relating to co-operation between the respective organizations, enterprises and institutions, contemplated in Article 3, shall be borne according to the terms agreed upon between the said organisations, enterprises and institutions.

### **Article 8**

Each Party shall, subject to its domestic law, secure to the citizens of the other Party, who stay on its territory, all assistance and facilities in the fulfilment of the tasks they are entrusted with, in accordance to the provisions of this Agreement.

### **Article 9**

Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation between the Parties to the dispute.

### **Article 10**

- 1) This Agreement shall enter into force on the date of the last notification by which the Parties have officially communicated to each other the fulfilment of their national

procedures.

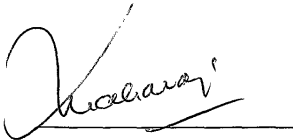
2) This Agreement shall remain in force for a period of five years and shall be automatically extended for a further period of five years, unless one of the Parties gives notice to the other Party of its intention to terminate this Agreement twelve months before the expiry of the said period.

#### Article 11

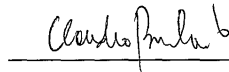
Any amendments agreed upon by the Parties shall enter into force through an Exchange of Notes.

**IN WITNESS THEREOF** the undersigned Representatives, duly authorised by their respective Governments, have signed the present Agreement.

Done at *Rome*, on *27.01.98*, in two originals, each in the English and Italian languages, both texts being equally authentic.



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



**FOR THE GOVERNMENT OF  
THE ITALIAN REPUBLIC**