

**No. 46815**

---

**South Africa  
and  
Democratic Republic of the Congo**

**Memorandum of Understanding between the Government of the Democratic Republic of Congo through its Ministry of Public Service and the Government of the Republic of South Africa through its Ministry of Public Service and Administration on co-operation in the field of public administration. Kinshasa, 31 August 2004**

**Entry into force:** *31 August 2004 by signature, in accordance with article 10*

**Authentic texts:** *English and French*

**Registration with the Secretariat of the United Nations:** *South Africa, 12 November 2009*

---

**Afrique du Sud  
et  
République démocratique du Congo**

**Protocole d'accord entre le Gouvernement de la République démocratique du Congo représenté par son Ministère de la fonction publique et le Gouvernement de la République d'Afrique du Sud représenté par son Ministère de la fonction publique et administration de la coopération dans les domaines de l'administration publique. Kinshasa, 31 août 2004**

**Entrée en vigueur :** *31 août 2004 par signature, conformément à l'article 10*

**Textes authentiques :** *anglais et français*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Afrique du Sud, 12 novembre 2009*

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF THE  
DEMOCRATIC  
REPUBLIC OF CONGO  
THROUGH ITS  
MINISTRY OF PUBLIC  
SERVICE**

**AND**

**THE GOVERNMENT OF THE REPUBLIC  
OF  
SOUTH AFRICA  
THROUGH ITS  
MINISTRY OF PUBLIC SERVICE AND  
ADMINISTRATION**

**ON**

**CO-OPERATION IN THE FIELD OF  
PUBLIC ADMINISTRATION**

## **PREAMBLE**

The Government of the Democratic Republic of Congo, through its Ministry of Public Service and the Government of the Republic of South Africa, through its Ministry of Public Service and Administration, (hereinafter jointly referred to as the "Parties" and in the singular as a "Party");

**DESIROUS** of promoting and developing co-operation in the field of public administration on the basis of mutual benefit and reciprocity; and

**BEARING IN MIND** the General Co-operative Agreement between them;

**HEREBY AGREE** as follows:

## **ARTICLE 1**

### **Competent Authorities**

The competent authorities responsible for the implementation of this Memorandum of Understanding (hereinafter referred to as "MOU"), are:

- (a) in the case of the Government of the Democratic Republic of Congo, the Ministry of Public Service; and
- (b) in the case of the Government of the Republic of South Africa, the Ministry of Public Service and Administration;

## **ARTICLE 2**

### **Scope of co-operation**

The Parties shall, subject to their respective applicable domestic law, undertake co-operation in the field of public administration, including but not limited to, the following specialised areas:

- (a) Support to institutional reforms and good governance;
- (b) improvement in operation of Public Service as well as its human resource management system;
- (c) institutional and human capacity building in the Public Service;

- (d) promotion of Public Administration and Management Training Institutes;
- (e) other specialised areas as the Parties may agree upon.

### **ARTICLE 3**

#### **Forms of co-operation**

The Parties shall undertake co-operation in the form of:

- (a) Exchange of visits at ministerial level;
- (b) exchange of visits by experts and exchange of technical expertise under various appropriate forms;
- (c) study tour groups, training seminars, and cooperative study missions in the cited areas of cooperation;
- (d) sharing of strategies as well as institutional and human capacity building programmes;
- (e) development of co-operation among Public Administration and Management Training Institutes;
- (f) exchange of relevant documentation in Public Administration, good governance and in other areas as the Parties may agree upon.

### **ARTICLE 4**

#### **Co-ordination of programmes**

- (1) For the effective implementation of this MOU, each Party shall designate a person to act as Co-ordinator, who shall be responsible for the arrangement and implementation of co-operation under this MOU.
- (2) The co-ordinators, or their representatives, shall consult annually to draw up an annual plan for co-operation.
- (3) The Parties shall, in writing, agree on any arrangements and conditions that shall apply to any specific programme of co-operation undertaken under this MOU.

- (4) The Co-ordinators shall ensure that implementation of this MOU takes place with due regard to any existing bilateral agreements between the Parties and any multilateral agreements to which both Parties are signatories.

## **ARTICLE 5**

### **Financial arrangements**

- (1) The expenditure for international and local travel and accommodation and other subsistence undertaken under this MOU shall be borne by the sending Party.
- (2) The receiving Party shall assist with the logistical arrangement and local travel. This shall be agreed to prior to travel.
- (3) The expenditure during the course of exchange of materials under the MOU shall be borne by the sending Party.
- (4) The two Parties agree to approach the NEPAD Steering Committee as well as other partners for the possible funding of initiatives relevant to good governance.

## **ARTICLE 6**

### **Intellectual property rights and confidentiality**

- (1) Intellectual property rights regarding any co-operation under this MOU shall be enforced in accordance with the domestic law of, and international agreements binding on, the respective Parties.
- (2) When a Party discloses any information or object in any form under this MOU to the other Party, the disclosing Party shall, in writing, inform the receiving Party of any confidentiality or intellectual property right attached to the information or this object.
- (3) The receiving Party shall observe such confidentiality subject to its domestic law.