

No. 46816

**South Africa
and
Iran (Islamic Republic of)**

Memorandum of Understanding between the Government of the Republic of South Africa, through its Ministry of Housing and the Government of the Islamic Republic of Iran, through its Ministry of Housing and Urban Development on co-operation in the field of housing. Pretoria, 13 October 2004

Entry into force: *13 October 2004 by signature, in accordance with article 6*

Authentic texts: *English and Farsi*

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

**Afrique du Sud
et
Iran (République islamique d')**

Mémorandum d'accord relatif à la coopération dans le domaine du logement entre le Gouvernement de la République sud-africaine, représenté par son Ministère du logement et le Gouvernement de la République islamique d'Iran, représenté par son Ministère du logement et du développement urbain. Pretoria, 13 octobre 2004

Entrée en vigueur : *13 octobre 2004 par signature, conformément à l'article 6*

Textes authentiques : *anglais et farsi*

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

[ENGLISH TEXT – TEXTE ANGLAIS]

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA, THROUGH
ITS
MINISTRY OF HOUSING
AND THE
GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN, THROUGH
ITS
MINISTRY OF HOUSING AND URBAN DEVELOPMENT
ON COOPERATION IN THE FIELD OF HOUSING**

PREAMBLE

The Government of the Republic of South Africa, through its Ministry of Housing and the Government of the Islamic Republic of Iran, through its Ministry of Housing and Urban Development (hereinafter jointly referred to as the “Parties” and in the singular as “Party”);

RECOGNISING the mutual interest and benefit in exchanging information and research related to housing;

INTENDING within the framework established by the South Africa-Iran Bi-National Commission to develop arrangements that will facilitate the sharing of information and other cooperative efforts related to housing;

HEREBY AGREE as follows:

ARTICLE 1

Co-operative Programmes and Projects on Housing

Cooperation between the Parties shall consist of the following:

- (a) exchange of information, experiences and expertise between the two countries in order to become familiar with the urbanisation programmes and housing and architectural practices in the country of the other party;
- (b) promotion of co-operation between building research centres and organisations in the two countries through an exchange of information, experiences and expertise. Possibilities also exist for joint research in the fields of physical planning at national and regional level, urban design, Geographic Information Systems (GIS) and seismology;
- (c) promotion of co-operation between companies in the building and construction sector in both countries, particularly in the mass construction of housing and in the construction of low-cost and appropriate prefabricated housing units. This

could include opportunities for investment, the facilitation of specialised exhibitions or seminars on construction material and services, exchange of information on tender possibilities, and the development of networking opportunities between the private sector in both countries.

ARTICLE 2

Institutional arrangements

- (1) A Joint Working Group shall be responsible for the general management of programmes and projects undertaken pursuant to this Memorandum of Understanding.
- (2) Agreed programmes and projects may be carried out through:
 - (a) the exchange of information resources, including strategic policy and research studies, computer data bases, systems design, bibliographies, and legislative materials;
 - (b) the exchange of visits by experts, representatives of public or private organisations, or private citizens;
 - (c) joint meetings and seminars;
 - (d) joint research and study projects; and
 - (e) other means as agreed.

ARTICLE 3

Costs

- (1) Unless otherwise agreed, each Party or participating institution, organisation, firm or individual shall bear the costs of its participation, including personnel costs, in activities pursuant to this Memorandum of Understanding.
- (2) Work under this Memorandum of Understanding shall be subject to the availability of funds and other resources on each side.

ARTICLE 4

Amendment

This Memorandum of Understanding may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.

ARTICLE 5

Settlement of Disputes

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

ARTICLE 6

Entry into force

This Memorandum of Understanding shall enter into force on the date signature thereof.

ARTICLE 7

Duration and Termination

This Memorandum of Understanding shall remain in force for a period of two (2) years where after it may be automatically renewed for a further period of two (2) years unless terminated by either Party giving two (2) months' written notice in advance to the other Party through the diplomatic channel of its intention to terminate this Agreement.