

No. 47176

**South Africa
and
Joint Institute for Nuclear Research**

Memorandum of Understanding between the Government of the Republic of South Africa, through its Department of Science and Technology and the Joint Institute for Nuclear Research (with annexes). Moscow, 5 October 2005

Entry into force: *5 October 2005 by signature, in accordance with article 11*

Authentic text: *English*

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**Afrique du Sud
et
Institut unifié de recherches nucléaires**

Mémorandum d'accord entre le Gouvernement de la République sud-africaine, par l'entremise de son Département des sciences et de la technologie et l'Institut unifié de recherches nucléaires (avec annexes). Moscou, 5 octobre 2005

Entrée en vigueur : *5 octobre 2005 par signature, conformément à l'article 11*

Texte authentique : *anglais*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**MEMORANDUM OF
UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA,
THROUGH ITS DEPARTMENT OF
SCIENCE AND TECHNOLOGY
AND
THE JOINT INSTITUTE FOR
NUCLEAR RESEARCH**

PREAMBLE

The Government of the Republic of South Africa, through its Department of Science and Technology (hereinafter referred to as "DST") and the Joint Institute for Nuclear Research, an international intergovernmental research organisation (hereinafter referred to as "JINR") (hereinafter jointly referred to as the "Parties" and in the singular as a "Party");

CONSIDERING Article 8 of the JINR Charter, which grants the right for states to participate in the JINR activities concerning individual fields of investigations or scientific projects;

ACKNOWLEDGING the level of experience in particle and nuclear physics research at the JINR;

RECOGNISING the existing scientific and technological co-operation between the Parties;

DESIRING to further develop scientific and technological co-operation for the mutual benefit of the Parties;

HEREBY AGREE as follows:

ARTICLE 1

PURPOSE

The purpose of this Memorandum of Understanding (hereinafter referred to as this "MOU") is to establish a framework for mutual co-operation between the DST and the JINR with regard to their efforts in scientific and technological research and development.

ARTICLE 2

AREAS OF CO-OPERATION

- (1) A list of possible areas of co-operation is attached to this MOU as Annex A, which shall form an integral part of this MOU.
- (2) Co-operation shall include, but will not be limited to -

- (a) visits of individual scientists, experts or research groups from South Africa to the JINR;
 - (b) attendance by individual scientists, experts or research groups from South Africa at courses offered by the JINR; or
 - (c) participation in scientific research undertaken by the JINR by individual scientists, experts or research groups from South Africa.
- (3) The areas of co-operation outlined in the Annex A shall be considered annually by the Joint Co-ordination Committee established in terms of the conditions in Article 4 and may be amended, if necessary, by mutual consent.
- (4) Co-operation between the Parties shall be undertaken in accordance with the domestic laws in force in the countries of the Parties and shall not affect any international agreements or other international obligations binding on the Parties.

ARTICLE 3

IMPLEMENTING AGENCIES

- (1) The areas of cooperation envisaged under this MOU shall be implemented by agencies duly designated and appointed by the DST and JINR respectively for that purpose (hereinafter referred to as Implementing Agencies.) The Parties shall inform each other of the designation of any Implementing Agencies through an Exchange of Notes.
- (2) The designated South African ("SA") Implementing Agencies shall submit to the JINR Implementing Agencies applications of individual scientists, experts or research groups from South Africa to undertake specific projects, research or study visits to the JINR in the areas identified in Annex A. In accordance with the provisions of this MOU, the SA Implementing Agencies shall supply all the relevant details of the scientists, experts or research groups including -
- (a) the names of the visiting personnel;
 - (b) a short *résumé* of each individual; and
 - (c) the proposed area of research or study.

- (3) For each visit to be undertaken by individual scientists, experts or research groups from South Africa to the JINR the Parties' respective Implementing Agencies shall agree on the terms and conditions of the visit, which shall include but not be limited to -
- (a) transport arrangements, including the responsibility for making and paying for these arrangements, taking into consideration both international travel and domestic travel and excess baggage requirements;
 - (b) accommodation arrangements, including the responsibility for making and paying for these arrangements and including facilities such as electricity and telephones;
 - (c) arrangements regarding school or crèche for dependants of the visiting scientists or experts for visits of long duration;
 - (d) living allowances for the visiting scientists or experts;
 - (e) medical insurance and medical care for visiting scientists or experts;
 - (f) remuneration and benefits, if any, for scientists or experts employed by or seconded to the JINR; and
 - (g) the allocation and protection of intellectual property rights, taking into consideration the provisions of Annex B.
- (4) The JINR Implementing Agency shall consider the applications submitted by the SA Implementing Agencies in accordance with the applicable rules and regulations at the JINR and indicate their consent to host the said scientists, experts, technical personnel or research groups under the specified terms and conditions.
- (5) Notwithstanding the obligations provided for elsewhere in this MOU the SA Implementing Agencies designated by the DST shall -
- (a) identify suitable applicants to participate in projects or training opportunities at the JINR;
 - (b) submit applications to the JINR designated Implementing Agencies; and
 - (c) be responsible for the financial costs for visits, as allocated to a designated SA Implementing Agency by agreement between the Parties' respective Implementing Agencies in each individual case.