

*Embassy
of the
Argentine Republic*

MEMORANDUM OF UNDERSTANDING

BETWEEN

**The Government of the Republic of Namibia
Ministry of Education
Herein represented by Hon. Nangolo Mbumba
in his capacity as Minister**

and

**The Government of the Republic of Argentine
Herein represented by Mr. Carlos Alberto Cheppi
in his capacity as President of the National Institute of Agricultural Technology**

REGARDING

SCIENCE, TECHNOLOGY AND PRODUCTIVE INNOVATION COOPERATION

24 July 2007

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PREAMBLE

The Government of the Republic of Namibia and The Government of the Republic of Argentine (hereinafter jointly referred to as the "parties" and in singular as a "party");

Recognizing the importance of Science Technology and Innovation in the development of their national economies and in the improvement of their socio-economic standards of life;

Considering that the development of scientific and technological relations shall be of mutual benefit to both countries;

Conscious of the role and importance of scientific and technological cooperation at both bilateral and multilateral levels as a contributing factor to the development of the cooperative relationship between the two countries

Desirous of promoting cooperation in science and technology; and

Considering further that such cooperation will promote the development of existing friendly relations between the two countries;

HEREBY AGREE AS FOLLOWS:

**ARTICLE 1
DEFINITIONS**

In this MOU, unless the context indicates otherwise;

"MOU" means Memorandum of understanding

"Cooperating entities" means the entities specified in Article 5

'Joint Technical Committee' means the Joint Technical established in terms of Article 6(1)

'Science technology and innovation cooperation' include research cooperation in the fields mentioned in Article 3

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**ARTICLE 2
OBJECTIVES**

The Parties will encourage and support cooperation in the fields of science and technology, including direct contacts between cooperating scientific and technological institutions, on the basis of equality and mutual benefit in accordance with their respective laws and regulations.

**ARTICLE 3
FIELDS OF COOPERATION**

The Parties shall promote scientific and technological co-operation in the following fields:

Agricultural Technologies (including Livestock, crop science)
Marine Sciences and Fisheries;
Industry Mining and Geology;
Environmental sustainability;
National Parks and Protected areas;
Biotechnology;
Information and communications technologies;
Science parks and incubators;
Other fields of common interest

Scientific research and innovation, and development of human resources are cross-cutting issues related to the fields listed above and shall be considered when implementing this MOU.



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**ARTICLE 4
MODALITIES OF COOPERATION**

- Cooperation between the parties in fields of science, technology and innovation shall be effected by means of the exchange of scientist, research workers, technical experts from the fields proposed in Article 3
- the exchange of scientific and technological information and documentation
- the organization of bilateral scientific, technological and innovation seminars, conference and workshops in areas of mutual interest;
- the exchange of knowledge on technologies and techniques that could be of benefit to both parties;
- the formulation and implementation of joint research and development programmes and exchange of knowledge resulting therefrom; and
- other forms of scientific, technological and innovation cooperation as may be agreed upon and approved from time to time by the parties.

**ARTICLE 5
COMPETENT AUTHORITIES**

The Government of the Republic of Argentina designates the Secretary for Science, Technology and Productive Innovation and the Government of the Republic of Namibia designates the Ministry of Education as their respective competent authorities responsible for the facilitation the implementation of this MOU.

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**ARTICLE 6
ESTABLISHMENT AND FUNCTIONS OF JOINT TECHNICAL COMMITTEE**

- (1) The parties shall establish a Joint Technical Committee on Science, Technology and Innovation;
- (2) The Joint Technical Committee shall consist of an equal number of representatives designated by each party. The required number of representative shall be agreed upon in writing by the parties.
 - The Joint Technical Committee shall appoint two of its representatives as chairpersons, who shall co-chair all meetings between the parties.
 - The Joint Technical Committee shall meet alternatively in the Republic of Argentina and in the Republic of Namibia on agreed dates.
 - The Joint Technical Committee shall determine its own rules of procedures in relation to the functions of the Joint Technical Committee.

The task of the Joint Technical Committee shall be to

- identify priority fields of cooperation;
- create favourable conditions for the implementation of this MOU
- facilitate the implementation of Joint programmes and projects;
- promote the exchange of information in order to further the development of cooperation; and
- review progress regarding the implementation of this MOU and guide future cooperative activities.



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**ARTICLE 7
IMPLEMENTING AGREEMENTS AND PROTOCOLS**

- (1) The parties shall promote the South-South cooperation under the framework of this MOU Scientific, Technological and Innovation cooperation between their respective government agencies, enterprises, research institutions, universities and other research and development organizations, including, the signing and implementing of agreements or protocols between entities that cooperate within the present MOU.
- (2) Agreements and protocols referred to in sub-Article (1) shall be signed in accordance with the domestic laws in force in their respective countries as well as the international obligations.
- (3) The agreements and protocols referred to in sub-Article (1) shall include provisions on acquisition, protection, sharing, transfer and licensing of intellectual property, relevant financial arrangements and other relevant matters amongst institutions.
- (4) The implementation of agreements and protocols referred to in sub-Article (1) shall include cooperation on programmes to be developed every two years or in any other period to be agreed upon.

**ARTICLE 8
INTELLECTUAL PROPERTY RIGHTS**

- (1) The agreements and protocols referred to in Article 7 (1) shall give special attention to the protection distribution, transfer and licensing of intellectual property rights or other rights of a patent in nature resulting from the cooperative activities in terms of this MOU. The parties shall consult each other for this purpose when necessary.

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- (2) The terms of conditions in respect of sharing intellectual property rights shall be stated in separate agreements or protocols that are mutually acceptable to the parties.

**ARTICLE 9
EQUIPMENT AND APPARATUS**

- (1) The terms of supply and delivery of the equipment required for joint research instituted in support of this MOU shall be agreed upon, in writing, either between the Parties or between the cooperating entities as the case may be.
- (2) The delivery of equipment and apparatus from one country to the other in the course of the implementation of this MOU shall be effected in accordance with the terms agreed upon between the parties.

**ARTICLE 10
EXCHANGE OF INFORMATION**

The parties shall promote cooperation among scientific libraries, centres of scientific and technological information, and scientific institutions for the exchange of books, periodicals and bibliographies, including the exchange of information and full-text documents by means of electronic information and communication technologies or paper based where necessary.

Media releases on joint activities shall be issued upon consent of both cooperating entities.

**ARTICLE 11
THIRD PARTIES**



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- (1) No party shall divulge information obtained by it or its personnel under this MOU to any third party without the specific consent of the other party.
- (2) Scientists, research workers, technical experts, scholars and institutions of third countries or international organizations may be invited, upon consent of both cooperating entities, to participate in projects and programmes being carried out under this MOU. The cost of such participation shall be borne by the third party, unless the parties agree otherwise in writing.

ARTICLE 12

FINANCIAL MATTERS

- (1) Travel expenses of the scientists, researchers, technical personnel and other experts between the two countries arising from this MOU, shall be borne by the sending Party or co-operating partner as applicable, while the other expenses shall be borne according to the terms agreed upon in writing between the Parties or the cooperating partners.
- (2) Expenses relating to co-operation between the co-operating partners in terms of Article 4 shall be borne according to the terms agreed upon between the co-operating partners.
- (3) The obligations of the Parties or co-operating partners regarding any co-operative activity shall be subject to the availability of funds.
- (4) Co-operative activities initiated by independent and private institutions shall be financed by those institutions unless otherwise agreed upon in writing between the Parties or co-operating partners.



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**ARTICLE 13
ASSISTANCE AND FACILITIES**

Each party shall, subject to its domestic law and international obligations, extend to the assigned personnel of the other Party who stay in its territory, all assistance and facilities for the fulfillment of the tasks with which they are entrusted in accordance with the provision of this MOU.

**ARTICLE 14
MEDICAL MATTERS**

- (1) The sending Party or co-operating partner shall ensure that all personnel visiting the other country within the ambit of this Agreement, have the necessary resources, or that appropriate mechanisms are in place, to cover all expenses in the event of sudden illness or injury.
- (2) To give effect to Sub-Article (1), visiting personnel should be advised to take out medical insurance in their country for the duration of their stay in the other country of the other party.
- (3) Details regarding medical treatment and the covering of medical expenses shall be included in agreements, protocols or contracts between co-operating partners referred to in Articles 4 and 7.

**ARTICLE 15
FURTHER AGREEMENTS**

The terms, modalities, funding and implementation procedures regarding co-operative activities under this MOU shall, if necessary, be established by specific implementing agreements, protocols or contracts, as appropriate, between the responsible institutions, such as scientific institutes, research and technology entities, scientific societies, and other relevant institutions, hereinafter referred to as "co-operating partners", in accordance with the domestic law in force in the respective countries, as well as international obligations.



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**ARTICLE 16
DOMESTIC LAW**

Cooperation in terms of this MOU shall be subject to the domestic law of the Parties and the regulations of the international organizations of which the Parties are members. The Parties shall, according to their domestic law, promote the participation of public and private cooperating partners in joint projects, programs and other cooperative activities.

**ARTICLE 17
ENTRY INTO FORCE, DURATION AND TERMINATION**

This Memorandum of Understanding will take effect from the date of its signature and will remain for a period of five (5) years.

The termination of this Agreement shall not affect the co-operative activities undertaken or under execution within its framework and not fully executed at the time of the termination of this Agreement.

**ARTICLE 18
REVIEW AND AMENDMENT OF MOU**

- (1) This Agreement shall be reviewed annually to determine any adjustments, which may be necessary.
- (2) This Memorandum of Understanding may be amended in writing by mutual consent of the Parties through an Exchange of Notes between the parties through the diplomatic channel.



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**ARTICLE 19
SETTLEMENT OF DISPUTE**

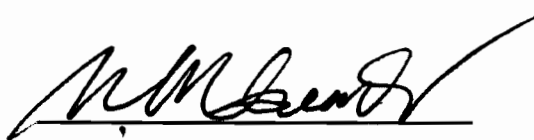
- (1) Any disputes related to the interpretation or implementation of this Agreement shall be settled amicably through consultations or negotiations within the Joint Committee, between the Parties, or between the co-operating partners.
- (2) In the event of any dispute not being settled as contemplated in subsection (1) above, such a dispute will be settled amicably through diplomatic channels.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective governments, have signed and sealed this MOU in two originals in the English language, both texts being equally authentic.

DONE at WINDHOEK, on this 24 day of JULY 2007,



**FOR THE GOVERNMENT OF
THE ARGENTINE REPUBLIC**



**FOR THE GOVERNMENT OF
THE REPUBLIC OF NAMIBIA**

24 July 2007