

**No. 54505\***

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**South Africa  
and  
Zambia**

**Memorandum of Understanding between the Government of the Republic of South Africa  
and the Government of the Republic of Zambia on the employment and labour sector.  
Cape Town, 19 July 2016**

**Entry into force:** *19 July 2016 by signature, in accordance with article 8*

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *South Africa, 8 June 2017*

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**Afrique du Sud  
et  
Zambie**

**Mémorandum d'accord entre le Gouvernement de la République sud-africaine et le  
Gouvernement de la République de Zambie sur le secteur de l'emploi et du travail. Le  
Cap, 19 juillet 2016**

**Entrée en vigueur :** *19 juillet 2016 par signature, conformément à l'article 8*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Afrique du Sud, 8 juin 2017*

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**THE GOVERNMENT OF THE  
REPUBLIC OF ZAMBIA**

**ON THE EMPLOYMENT AND LABOUR SECTOR**

**PREAMBLE**

**WHEREAS** the Government of the Republic of South Africa and the Government of the Republic of Zambia (hereinafter jointly referred to as the "Parties" and separately as a "Party");

**RECOGNISING** the long established cooperation that exists between the two countries in various areas of mutual interest;

**DESIRING** to further develop bilateral cooperation in the areas of general labour administration and believing that such cooperation will contribute to the improvement of the employment and labour sector of the two countries;

**CONSIDERING** the need to establish a bilateral Memorandum of Understanding between the Parties in the field of employment and labour sector within the framework of the Zambia and South Africa Joint Permanent Commission for Cooperation; and

**TAKING COGNISANCE** of the advantages emanating from broadening, deepening and consolidating mutual relations within the bilateral cooperation framework, the Southern African Development Community, the African Union, the New Partnership for Africa's Development and other International Organisations and Fora;

**HEREBY AGREE** as follows:—

**ARTICLE 1**  
**OBJECTIVES**

The objectives of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to define the basis for institutional relations under which cooperation ties are developed between the Parties in the fields of employment, labour and social security.

**ARTICLE 2**  
**COMPETENT AUTHORITIES**

- (1) The competent authorities responsible for the implementation of this MOU shall be:
  - (a) In the case of the Government of the Republic of Zambia, the Ministry of Labour and Social Security; and
  - (b) In the case of the Government of the Republic of South Africa, the Department of Labour.
  
- (2) Any notice, request, document or other communication by the Parties under this MOU shall be in writing and shall be deemed to be duly given or sent when delivered at the following addresses:

- (a) For the Government of the Republic of Zambia: The Ministry of Labour and Social Security; and
- (b) For the Government of the Republic of South Africa: The Department of Labour.

### ARTICLE 3

#### AREAS OF COOPERATION

- (1) The cooperation contemplated in Article 1 include the following areas:
  - (a) Labour relations, which may include—
    - (i) collective bargaining;
    - (ii) dispute resolution systems; and
    - (iii) labour inspections;
  - (b) Social dialogue;
  - (c) Labour market information;
  - (d) Occupational health and safety;
  - (e) HIV and AIDS and Wellness in the workplace;
  - (f) International labour cooperation issues;
  - (g) Social security issues relating to unemployment insurance and compensation;
  - (h) Productivity issues; and
  - (i) Training in matters related to labour and public employments services.

- (2) The Parties may enter into supplementary agreements in specific areas as may be necessary to fulfill the objectives of this MOU.

**ARTICLE 4**  
**APPLICABLE LAW**

All activities carried out under this MOU shall be subject to the domestic laws in the territories of the respective Parties.

**ARTICLE 5**  
**CONFIDENTIALITY**

- (1) All information accessed by either Party to this MOU shall be treated as confidential, unless either Party gives written consent, waiving its claim to the confidential nature of such information.
- (2) A breach of confidentiality in sub-Article (1) gives the affected Party the right to withdraw from this MOU after giving three months (3) months' written notice to the other through the diplomatic channel.

**ARTICLE 6**  
**SETTLEMENT OF DISPUTES**

Any disputes arising out of the interpretation, application or implementation of this MOU shall be settled amicably, through consultation or negotiations between the Parties.

**ARTICLE 7**  
**AMENDMENT**

This MOU may be amended at any time by mutual consent of the Parties through an Exchange of Notes between them through the diplomatic channel.

**ARTICLE 8**  
**ENTRY INTO FORCE, DURATION AND TERMINATION**

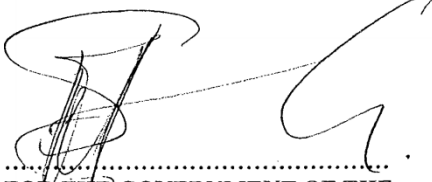
- (1) This MOU shall enter into force on the date of signature hereof.
- (2) This MOU shall remain in force for a period of four (4) years, where after it shall be extended for a further period of two (2) years upon written agreement by the Parties, unless terminated in accordance with sub-Article (3).

- (3) This MOU may be terminated by either Party giving three (3) month's written notice in advance through the diplomatic channel to the other Party of its intention to terminate this MOU.
  
- (4) Termination of this MOU shall not affect the implementation of any arrangement or contract concluded during the period of its validity but not yet completed by the date of its termination, unless otherwise agreed by the Parties.

**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, all texts being equally authentic.

DONE at CAPE TOWN on this 19th day of JULY 2016.

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

  
.....  
**FOR THE GOVERNMENT OF THE  
REPUBLIC OF ZAMBIA**

