



AGREEMENT

BETWEEN

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

AND

**THE GOVERNMENT OF THE REPUBLIC OF
CUBA**

ON

**COOPERATION IN MATTERS OF ANIMAL AND
PLANT HEALTH**

PREAMBLE

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

ACKNOWLEDGING the wish to cooperate in matters of animal and plant health, with the intention of protecting human, animal and plant health, and avoiding the introduction and spread of animal diseases, pests requiring quarantines and pests regulated without the need of quarantine in both countries;

CONSIDERING the importance of strengthening, expanding and diversifying trade between the two countries under mutually advantageous conditions;

REAFFIRMING the mutual benefits of the increase in trade of agricultural products and technical cooperation in matters of animal and plant health in both countries;

BEARING IN MIND the wish to cooperate within the framework established by the Agreement on the Application of Sanitary and Phytosanitary Measures of the World Trade Organization, the World Organization for Animal Health, the International Epizootic Bureau (OIE in its Spanish abbreviation), the CODEX ALIMENTARIUS and the International Plant Protection Convention (IPPC);

HEREBY AGREE as follows:

ARTICLE 1

COMPETENT AUTHORITIES

The competent authorities responsible for the implementation of this Agreement shall be

- (a) on behalf of the Government of the Republic of Cuba:
 - (i) The Ministry of Agriculture as the competent authority in charge of assessment, coordination and follow-up of actions proceeding from this Agreement;

- (ii) the Animal Health Department and the Plant Health Department as the authorities responsible for executing the activities proceeding from this Agreement;
 - (iii) the Ministry of Public Health as the competent authority for State Health Inspection, which establishes the sanitary regulations regarding human health and participates in inspections authorising the production of plants destined for importation and in the certification of the export of foods;
- (b) on behalf of the Government of the Republic of South Africa:
The Department of Agriculture, Land Reform and Rural Development.

ARTICLE 2

SCOPE OF COOPERATION

The Parties shall cooperate on matters dealing with animal and plant health.

ARTICLE 3

AREAS OF COOPERATION

The areas of cooperation under this Agreement shall include the following aspects:

- (a) Information about animal diseases and plant pests;
- (b) regulations on diseases originating on the basis of pests requiring quarantines and pests that are controlled without the necessity of quarantine, from the territory of one Party to the territory of the other Party;
- (c) the exchange, whenever possible, of information about measures for the control and prevention of pests and diseases; and
- (d) providing mutual assistance for training programmes and in the research of animal and plant health problems.

ARTICLE 4

INTERPRETATION AND IMPLEMENTATION

For the implementation of cooperation referred to in Article 3 the Parties shall be governed by the provisions and norms stipulated by the World Trade Organization, the

Agreement on the Application of Sanitary and Phytosanitary Measures of the World Trade Organization (SPS), the World Organization for Animal Health (OIE), the CODEX ALIMENTARIUS and the International Plant Protection Convention (IPPC) as well as the norms that shall be established in writing by mutual consent of the Parties.

ARTICLE 5

DEVELOPMENT, NEGOTIATION AND CONCLUSION OF AGREEMENTS

The Parties shall facilitate development, negotiation and conclusion of agreements regarding sanitary and phytosanitary conditions for exports, imports and transit of animals and animal products, plants and plant products and other articles regulated in accordance with the stipulations of the World Trade Organization, the SPS Agreement, the World Organization for Animal Health, the CODEX ALIMENTARIUS and the International Plant Protection Convention.

ARTICLE 6

EXCHANGE OF INFORMATION AND SPECIALISTS

- (1) The Parties shall exchange information on the following:
 - (a) Animal diseases and plant pests with a view to—
 - (i) the prevention of the introduction and spread of animal diseases such as pests that require quarantines and pests that are controlled without the necessity of quarantine; and
 - (ii) the eradication of animal diseases and pests that require quarantines and pests that are controlled without the necessity of quarantine in their respective countries;
 - (b) control and prevention measures for pests and diseases;
 - (c) training programmes and research into problems involving animal and plant health; and
 - (d) scientific research in the field of animal diseases and plant pests as well as in the use of fertilisers.

- (2) The Parties shall agree to exchange specialists in animal and plant health ensuring that the said specialists comply with the applicable legislation in their respective countries.

ARTICLE 7

INTELLECTUAL PROPERTY RIGHTS

- (1) The Parties shall ensure that intellectual property rights arising from the implementation of cooperation activities under this Agreement are protected according to the domestic law of each Party.
- (2) The intellectual property rights affecting the implementation of this Agreement and which are owned by each Party at the time of commencement of this Agreement shall continue to be in force.
- (3) Projects derived from this Agreement shall include contractual provisions directed towards the regulation of the rights and obligations regarding intellectual property which, among other aspects, shall include the following:
- (a) Pre-existing knowledge;
 - (b) obligations of the Parties with regard to the confidentiality of information transferred;
 - (c) intellectual property rights protecting obtained results;
 - (d) requirements referring to the movement of biological material; and
 - (e) the commercialisation of the results and the granting of permits to third parties.
- (4) Termination of this Agreement shall not affect the protection of intellectual property that may result from its implementation.

ARTICLE 8
REQUIREMENTS OF IMPORTING, EXPORTING AND TRANSIT OF
ANIMALS, ANIMAL PRODUCTS, PLANTS, PLANT PRODUCTS AND
REGULATED ARTICLES

- (1) The Parties shall facilitate the development, negotiation and conclusion of agreements on the sanitary and phytosanitary import requirements for exporting, importing, transit and the trade of animals, animal products, plants, plant products and articles regulated according to the stipulations of the World Trade Organization, the SPS Agreement, the World Organization for Animal Health, the CODEX ALIMENTARIUS and the International Plant Protection Convention.
- (2) When either Party exports animal or plant origin products as well as regulated articles that must transit from the territory of one Party to the territory of the other Party, they must ensure that the shipment of the said products shall be accompanied by the necessary documentation fulfilling the importing requirements of the receiving Party.
- (3) The presence of an international certificate, whether phyto- or zoosanitary shall not deprive either Party of their right to inspect the shipment in order to determine observance of the sanitary and phytosanitary regulations of the importing Party.
- (4) Should the shipment not comply with the regulations of the importing Party, the competent authorities of the importing Party may order the return of the said shipment to the country of origin if the country of origin should accept this, or order the destruction of the shipment to be carried out at the importing Party's expense, or order the application of any other pertinent measure depending upon the risk represented by the presence of such cargo in their territory.
- (5) The importing Party shall establish their importing regulations within the framework stipulated by the World Trade Organization, the SPS Agreement, the World Organization for Animal Health, the CODEX ALIMENTARIUS and the International Plant Protection Convention.

- (6) The Parties agree to the following regarding the exporting of animal and plant products:
 - (a) Prior to exporting any product, the importing Party may request the exporting Party to inspect the goods *in situ*.
 - (b) The importing Party must prepare the conditions for inspection according to paragraph (a) that must be fulfilled.
 - (c) The inspection stipulated in paragraph (a) must be jointly done by the competent authorities of the Parties.

- (7) The Parties shall ensure that during the transportation of the shipment of animal and plant products the packing material for the animal and plant products is new, clean and free of pests and pathogens in order to prevent the possibility of the materials containing any harmful element or organism.

- (8) The means of transport used to move the products mentioned in sub-Article (2), from the territory of the one Party to the territory of the other Party, must be clean and free of pests and pathogens.

- (9) The transportation of animal and plant products shall take place through the entry ports designated by the competent authorities of the importing Party.

ARTICLE 9 FINANCING COSTS

- (1) All subsistence and travel arrangements and expenses contemplated under this Agreement shall be borne by each of the Parties or as agreed in writing by the Parties.

- (2) Each Party shall pay for the corresponding expenses with regards to the travel preparations that are carried out within the framework of this Agreement and each Party shall be responsible for paying for the expenses of their delegations during the visits made to the territory of the other Party.

ARTICLE 10
AMENDMENTS

- (1) This Agreement may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.
- (2) The date of entry into force of the amendment shall be the date of the last notification exchanged by the parties on the fulfilment of its internal legal requirements.

ARTICLE 11
SETTLEMENT OF DISPUTES

- (1) Any dispute between the Parties arising out of the interpretation, application or implementation of the provisions of this Agreement shall be settled amicably through consultation or negotiations between the Parties.
- (2) The English language version of this Agreement shall be borne in mind in order to settle any dispute arising between the Parties.

ARTICLE 12
ENTRY INTO FORCE, DURATION AND TERMINATION


- (1) This Agreement shall enter into force on the date on which each Party has notified the other in writing via the diplomatic channel of its compliance with the constitutional requirements necessary for the implementation of this Agreement. The date of entry into force shall be the date of the last notification exchanged by the Parties.
- (2) This Agreement shall remain in force for a period of five (5) years after which it shall be automatically extended for successive five- (5) year periods, unless the Agreement is terminated in accordance with the stipulations in sub-Article (3).

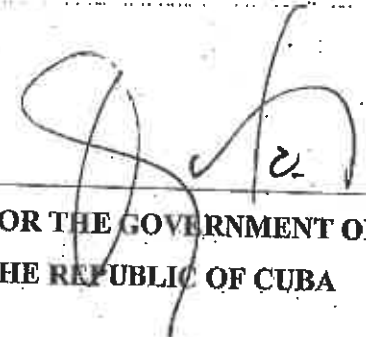
(3) Either Party may terminate this Agreement by notifying the other Party in writing through the diplomatic channel and three (3) months in advance, about their intention to terminate this Agreement.

(4) The termination of this Agreement shall not affect any programme or project, nor shall it affect the implementation of cooperation activities not fully completed prior to the termination notice, unless the Parties agree otherwise in writing.

IN WITNESS WHEREOF, the undersigned, being duly authorised there to by their respective Governments, have signed and sealed this Agreement in two originals in the English and Spanish languages, all texts being equally authentic.

DONE AT PRETORIA ON THIS 21 DAY OF JULY 2022.


FOR THE GOVERNMENT OF
THE REPUBLIC OF
SOUTH AFRICA


FOR THE GOVERNMENT OF
THE REPUBLIC OF CUBA