

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REPUBLIC OF SOUTH AFRICA
AND
THE REPUBLIC OF ZAMBIA
ON THE
TRANSPORTATION BY ROAD
OF COMMODITIES RELATED TO DROUGHT RELIEF



ARTICLE IV**MONITORING AND IMPLEMENTATION**

1. The Contracting Parties shall take the necessary steps to monitor the implementation of this Memorandum of Understanding and may, (in conjunction with carriers and organizations representing carriers), establish mechanisms to give effect to the provisions of this paragraph.
2. In executing the provisions of paragraph 1 above, the competent authorities of each Contracting Party shall issue an identification marking for each mechanically-propelled vehicle as set out in Annexure B, engaged by their respective carriers in the transportation of a commodity in terms of this Memorandum of Understanding.
3. In executing the provisions of paragraph 1 above, the Contracting Parties shall be entitled to review their continued adherence to this Memorandum of Understanding on a three-monthly basis.



ARTICLE V**APPLICATION OF NATIONAL LAWS**

The provisions of this Memorandum of Understanding shall not derogate from the application of the provisions of national laws and regulations imposing any restrictions and controls on grounds of public health, road traffic, veterinary or phytopathological reasons or the levying of dues chargeable by virtue of such laws and regulations of a Contracting Party.



ARTICLE VI**FEES**

Carriers engaged in the transportation of a commodity between the territories of the Contracting Parties, shall pay the following fees:-

- (1) **Road Permit Charges:** These are fees paid for issuance of the road permits. These fees will continue to be paid.
- (2) **Entry and Transit Fees:** These fees will not apply to vehicles from either Contracting Party.



ARTICLE VII**HARMONIZATION OF AXLE-MASS LOADS**

The Contracting Parties shall endeavour to harmonize their rules with regard to permissible axle-mass loading in respect of road transportation conducted in terms of this Memorandum of Understanding.



ARTICLE VIII**FINAL PROVISIONS**

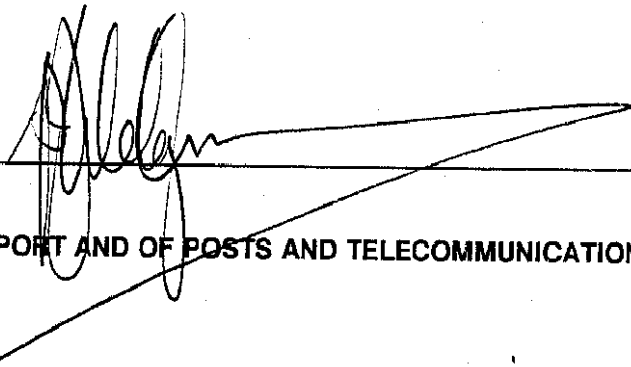
1. This Memorandum of Understanding shall come into operation on 26 June 1992.
2. This Memorandum of Understanding may be amended by mutual agreement between the Contracting Parties.
3. This Memorandum of Understanding shall remain in force for a period of twelve months from the date of entry into force, provided that a Contracting Party may, at intervals of three, six and nine months calculated from the date of entry into force notify the other Contracting Party in writing through the diplomatic channel of its intention to withdraw from this Memorandum of Understanding.
4. A Contracting Party intending to withdraw from this Memorandum of Understanding in terms of paragraph 3, shall give at least 30 days notice of its intention to the other Contracting Party.



IN WITNESS WHEREOF the undersigned, thereunto duly authorised by their respective Governments, have signed this Memorandum of Understanding in duplicate in the English language.

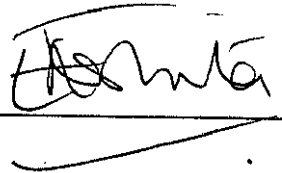
DONE at Lusaka on this 26 day of June One thousand Nine hundred and ninety-two.

FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

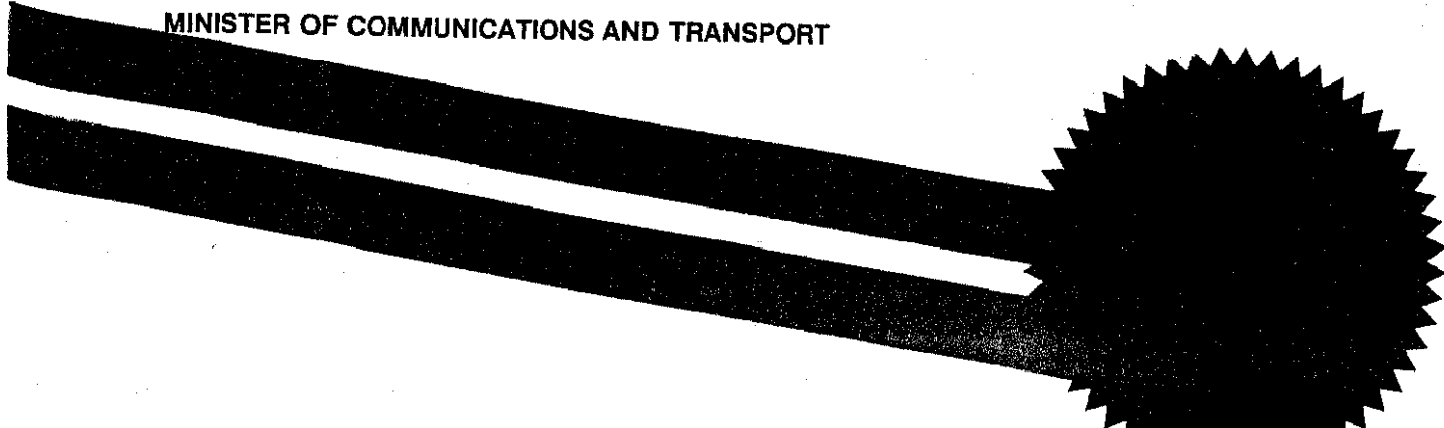


P J WELGEMOED
MINISTER OF TRANSPORT AND OF POSTS AND TELECOMMUNICATIONS

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA



E A KASHITA
MINISTER OF COMMUNICATIONS AND TRANSPORT



ANNEXURE A

Commodity	Tariff Code	
	Zambian	South Africa
(a) Maize	1005.90.00	1005.90
(b) Rice		
(i) in the husk	1006.10.00	1060.10
(ii) in the husk (brown)	1006.20.00	1060.20
(iii) semi moulded or wholly moulded in packages not exceeding 10kg	1006.30.00	1060.30.10
(iv) other	1006.30.00	1060.30.90
(v) brown	1006.40.00	1060.40
(c) Wheat		
(i) durum	1001.10	1001.10
(ii) other	1001.90	1001.90.10
(iii) nestlim	1001.90	1001.90.20



ANNEXURE B

<p style="text-align: center;">GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA</p> <p style="text-align: center;">BEIT BRIDGE</p> <p>..... Vehicle No. Operator</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"><p>VALID ONLY UNTIL 25 JUNE 1993</p></div> <p>Ref. No.</p> <p style="text-align: center;">MAIZE IMPORT VEHICLE ID DISK</p>	<p style="text-align: center;">BEIT BRIDGE</p> <p>REF.</p> <p>Vehicle No.</p> <p>Operator</p> <p>Address</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"><p>STAMP</p></div> <p>.....</p>
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ANNEXURE A

ANNEXURE B



**MEMORANDUM OF UNDERSTANDING BETWEEN THE REPUBLIC OF SOUTH AFRICA AND THE
REPUBLIC OF ZAMBIA ON THE TRANSPORTATION BY ROAD OF COMMODITIES RELATED TO
DROUGHT RELIEF**

The Governments of the Republic of South Africa and of the Republic of Zambia have agreed as follows:

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ARTICLE I**DEFINITIONS**

In this Memorandum of Understanding, unless the context otherwise requires-

- (a) **"Carrier"** means, respectively, any inhabitant of South Africa or Zambia or any legal person registered in South Africa or Zambia to engage in the conveyance of commodities by road for hire or reward or in the course of his industry, trade or business, by means of vehicles registered in South Africa or Zambia.
- (b) **"Commodity"** means any commodity listed in Annexure A.
- (c) **"Competent authority"** means-
- (i) for South Africa, the National Transport Commission; or
 - (ii) for Zambia, the Road Traffic Commission; or
 - (iii) any other body designated for that purpose by the respective Contracting Party.
- (d) **"Permit"** means a permit issued by a competent authority in terms of-
- (i) the Road Transportation Act, 1977 (Act No. 74 of 1977) in South Africa; or
 - (ii) the Roads and Road Traffic Act, CAP 766 of the Law of Zambia, in Zambia.
- (e) **"Contracting Party"** means the Government of the Republic of Zambia and the Government of the Republic of South Africa.



ARTICLE II**PERMITS**

1. The competent authority of a Contracting Party shall, upon presentation by a carrier of a valid permit for the transportation of a commodity issued by the competent authority of the other Contracting Party, issue such carrier with a permit authorizing the transportation of that commodity within its territory.
2. Subject to the provisions of paragraph 1 above, no further formalities shall apply with regard to the authorization of road transport between the territories of the Contracting Parties.
3. Paragraph 1 above shall not apply to traffic transiting the territory of either Contracting Party to the territory of a third country.



ARTICLE III**OTHER TRANSPORT**

1. Notwithstanding the provisions of Article II, the competent authorities of each Contracting Party shall take all steps necessary to facilitate the movement of transit traffic involved in the transport of a commodity.
2. The competent authorities of each Contracting Party shall endeavour to facilitate the authorization of road transportation permits where carriers which are engaged to transport a commodity during one leg of a journey between the territories of the parties, undertake the transportation of goods not defined as a commodity in terms of this Memorandum of Understanding during the other leg of such journey.

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