



## ***Memorandum of Understanding on Cooperation between the National Consumer Tribunal of the Republic of South- Africa and the Fair Trading Commission of the Republic of Seychelles***

### **PREAMBLE**

The “National Consumer Tribunal” of the Republic of South Africa and the “Fair Trading Commission”, of the Republic of Seychelles (hereinafter referred to as “the Sides”),

DESIRING to promote co-operation in the field of consumer protection;

RECOGNIZING the importance of enhancing and further developing such co-operation;

AIMING to create favourable conditions for the development of bilateral relations;

BASED on the principles of equality and mutual benefit;

AWARE of the need to carry out this co-operation in the most effective way by setting out the modalities and framework for conducting such co-operation;

Have reached the following understanding:

### **1. CO-OPERATION**

Subject to available resources and in compliance with the national legislation and international obligations of their respective States, the Sides shall co-operate by:

- 1.1** exchanging their experiences and best practices on the practical implementation, enforcement and adjudication of their respective consumer protection laws;
- 1.2** exchanging their decisions relating to prohibited conduct under their respective consumer protection laws;
- 1.3** exchanging their experiences, research and views on substantive consumer protection issues;
- 1.4** exchanging information on major concerns between the Sides

- 1.5 exchanging their experiences on operational issues affecting the efficiency and/or effectiveness of the respective parties;
- 1.6 exchanging their experiences on consumer protection advocacy including raising awareness of consumers about consumer protection legislation and consumer rights;
- 1.7 exchanging views with respect to multilateral advocacy initiatives, with particular attention to increasing consumer protection; and
- 1.8 encouraging, supporting and facilitating, as capacity may allow mutual visits and attachments by staff in order to learn from one another as well as to strengthen the collaborative ties.

## **2. IMPLEMENTATION OF CO-OPERATION ACTIVITIES**

- 2.1 The Sides shall determine through consultations, the details on the practical implementation of specific co-operation activities.
- 2.2 The Sides shall endeavour to take advantage of the opportunities to meet within the framework of the international events in which both Sides take part as well as use, where appropriate, telephone and electronic mail as means of communication.

## **3. COMMUNICATIONS UNDER THE PRESENT MEMORANDUM OF UNDERSTANDING**

- 3.1 Each Side shall designate a contact person to which the information necessary for the effective execution of the present Memorandum of Understanding ("MoU") shall be communicated.
- 3.2 The Sides shall notify each other promptly of all changes in their authorities with regard to consumer protection law and enforcement.
- 3.3 The communication language between the Sides shall be English.

## **4. EXISTING LEGISLATION AND CONFIDENTIALITY OF INFORMATION**

- 4.1 Nothing in the present Memorandum of Understanding shall require any Side to take any actions or to refrain from acting in a manner that is inconsistent with the existing legislation of the Sides or with any change to that legislation.
- 4.2 Neither Side shall be required to communicate information to the other Side if communication of such information is prohibited by legislation of the Side possessing this information, or if it would be incompatible with the interests of that Side in its application of the consumer protection law.
- 4.3 Each Side shall fully ensure confidentiality of all information communicated by the other Side within the Memorandum and shall not disclose any information received within the framework of the Memorandum unless the other Side has expressly agreed to the disclosure in writing.

## **5. FINANCIAL PROVISIONS**

- 5.1** Each Side shall bear its own expenses arising from the fulfilment of this Memorandum of Understanding.
- 5.2** If during the execution of any requests or activities it becomes apparent that expenses of extraordinary nature are required to fulfil the request or activity, the Sides shall consult each other to determine the terms and conditions under which the execution of the request or the activity may continue.
- 5.3** Both sides shall treat each activity or request, as it arises, in its own unique life and negotiate, if needs be, details of discharging of such an activity or request as and when it arises.
- 5.4** Agreements for implementing specific activities under this MoU shall also be concluded on an ad hoc basis as they may differ very widely from time to time and those preceding others.

## **6. SETTLEMENT OF DISPUTES**

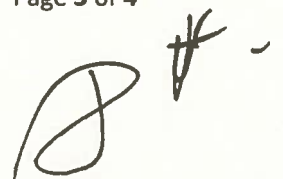
Any dispute arising from the interpretation, application and implementation of this Memorandum of Understanding shall be settled amicably through consultations and negotiations between the Sides.

## **7. AMENDMENTS**

This Memorandum of Understanding may be amended by mutual written consent of the two Sides.

## **8. FINAL PROVISIONS**

- 8.1** The present Memorandum of Understanding shall not be considered as an international treaty and does not establish or purport to establish any legal rights or obligations.
- 8.2** Co-operation under this Memorandum of Understanding should not significantly delay or place a disproportionate burden on the effective enforcement activities of either Side.
- 8.3** The Sides shall apply the provisions of this Memorandum of Understanding on a voluntary basis.
- 8.4** The Sides shall review this Memorandum of Understanding regularly and shall, in light of experience, amend this Memorandum of Understanding subject to clause 7, with a view to improving its operation and resolving any issues that may arise in respect thereof.

Handwritten signature and initials in black ink, located at the bottom right of the page. The signature appears to be a stylized 'D' followed by a vertical line and a horizontal dash.

- 8.5 This Memorandum of Understanding shall take effect on the date of signature by both Sides.
- 8.6 This Memorandum of Understanding shall be valid for a period of 5 years and may be renewed by mutual written consent for equal periods of time.
- 8.7 This Memorandum of Understanding may be terminated by either Side by giving 60 days written notice of intention to terminate.
- 8.8 Unless otherwise agreed in writing by the Sides, termination of the present Memorandum of Understanding shall not affect the implementation of activities, programs or projects that are already in process under the present Memorandum of Understanding.

The present Memorandum of Understanding is done and signed in  
*VICTORIA, 2018* ..... on *22 MARCH* ..... in two equally authoritative  
copies in English, each Party retaining one copy.

**For the National Consumer Tribunal  
of South Africa:**

  
.....  
**Prof. Joseph M. Maseko**  
Executive Chairperson

**For the Fair Trading Commission,  
of the Republic of Seychelles:**

  
.....  
**Mr. Francis Lebon**  
Chief Executive Officer