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PROKLAMASIE

van die Staatspresident van die Republiek van Suid-Afrika

No. R. 210, 1979

UITLEWERINGSOOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA, AANGEGAAN INGEVOLGE DIE WET OP UITLEWERING, 1962 (WET 67 VAN 1962)

Die Uitleweringsooreenkoms vervat in die Bylae hiervan, aangegaan met die Regering van Venda, word hierby ooreenkomstig artikel 2 (3) (a) van die Wet op Uitlewering, 1962 (Wet 67 van 1962), gepubliseer.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Agt-en-twintigste dag van Augustus Eenduisend Negehonderd Nege-en-sewentig.

M. VILJOEN, Staatspresident.

Op las van die Staatspresident-in-rade:

P. W. BOTHA.

BYLAE

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT UITLEWERING

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda begerig is om by wyse van ooreenkoms die betrekkinge tussen die Republiek van Suid-Afrika en Venda op die gebied van uitlewering van oortreders te reël;

PROCLAMATION

by the State President of the Republic of South Africa

No. R. 210, 1979

EXTRADITION AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA, ENTERED INTO IN TERMS OF THE EXTRADITION ACT, 1962 (ACT 67 OF 1962)

The Extradition Agreement contained in the Annexure hereto, entered into with the Government of Venda, is hereby published in accordance with section 2 (3) (a) of the Extradition Act, 1962 (Act 67 of 1962).

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Twenty-eighth day of August, One thousand Nine hundred and Seventy-nine.

M. VILJOEN, State President.

By Order of the State President-in-Council:

P. W. BOTHA.

ANNEXURE

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO EXTRADITION

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda are desirous to regulate by agreement the relations between the Republic of South Africa and Venda in the sphere of extradition of offenders;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

VERPLIGTING OM UIT TE LEWER

Die Kontrakterende Partye onderneem om, behoudens die bepalings van hierdie Ooreenkoms en die partye se wette op uitlewering, aan mekaar uit te lewer alle persone wat die bevoegde owerhede van die Party van wie die versoek uitgaan, vervolg weens 'n misdryf in Artikel 2 van hierdie Ooreenkoms bedoel en gepleeg binne die gebied van daardie Party of op die oop see aan boord van 'n vaartuig of op 'n lugvaartuig geregistreer in die gebied van daardie Party, of wat deur gemelde owerhede vir die uitvoering van 'n vonnis weens so 'n misdryf gesoek word en in die gebied van die Party tot wie die versoek gerig word, gevind word.

ARTIKEL 2

UITLEWERINGS MISDRYWE

(1) Uitlewering word toegestaan ten opsigte van die misdrywe wat misdrywe is ingevolge die wette (insluitende die gemene reg) van die Party van wie die versoek uitgaan, en van die Party tot wie die versoek gerig word, en wat ingevolge beide daardie wette strafbaar is met 'n maksimum vonnis van gevangenisstraf vir 'n tydperk van ses maande of meer of met 'n swaarder ander straf as net 'n boete. Waar uitlewering versoek word ten opsigte van 'n persoon wat weens so 'n misdryf in die gebied van die Party van wie die versoek uitgaan, skuldig bevind en gevonnisd is, vir doeleindes van die uitvoering van sodanige vonnis of die oorblywende gedeelte van sodanige vonnis, word uitlewering ongeag die tydperk van die opgelegde vonnis toegestaan.

(2) Indien die versoek om uitlewering betrekking het op meer as een misdryf, waarvoor die straf vir sommige daarvan minder is as dié voorgeskryf in paragraaf (1) van hierdie Artikel, kan die Party tot wie die versoek gerig word, volgens sy diskresie ook uitlewering vir laasgenoemde misdrywe toestaan.

ARTIKEL 3

POLITIEKE MISDRYWE

Uitlewering kan geweier word indien die misdryf ten opsigte waarvan dit versoek word, deur die Party tot wie die versoek gerig word, as 'n politieke misdryf beskou word.

ARTIKEL 4

MILITÊRE MISDRYWE

Uitlewering weens misdrywe ingevolge militêre reg wat nie misdrywe ingevolge die gewone strafreg is nie, is van die toepassing van hierdie Ooreenkoms uitgesluit.

ARTIKEL 5

DOODSTRAF

Wanneer die misdryf waarvoor uitlewering versoek word kragtens die wette van die Party van wie die versoek uitgaan, met die dood strafbaar is en die wette van die Party tot wie die versoek gerig word, nie sodanige straf vir daardie misdryf toelaat nie, kan uitlewering geweier word tensy die Party van wie die versoek uitgaan, sodanige versekering verskaf as wat die Party tot wie die versoek gerig word, as voldoende beskou dat die doodstraf, indien opgelê, nie voltrek sal word nie.

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

OBLIGATION TO EXTRADITE

The Contracting Parties undertake to extradite to each other, subject to the provisions of this Agreement and to the Parties' laws on extradition, all persons against whom the competent authorities of the requesting Party are proceeding for an offence referred to in Article 2 of this Agreement and committed within the territory of the requesting Party or on the high seas on board a vessel or on an aircraft, registered in the territory of that Party or who are wanted by the said authorities for the carrying out of a sentence for such an offence and who shall be found within the territory of the requested Party.

ARTICLE 2

EXTRADITABLE OFFENCES

(1) Extradition shall be granted in respect of offences which are offences under the laws (including the common law) of the requesting Party and of the requested Party and which are under both those laws punishable by a maximum sentence of imprisonment for a period of six months or more or by a more severe penalty other than a fine alone. Where extradition is requested in respect of a person convicted and sentenced in respect of such an offence in the territory of the requesting Party for the purposes of enforcing such sentence or the balance of such sentence extradition shall be granted irrespective of the period of the sentence imposed.

(2) If the request for extradition relates to more than one offence the punishment for some of which is less than that prescribed in paragraph (1) of this Article the requested Party may in its discretion grant extradition for the latter offences also.

ARTICLE 3

POLITICAL OFFENCES

Extradition may be refused if the offence in respect of which it is requested is regarded by the requested Party as a political offence.

ARTICLE 4

MILITARY OFFENCES

Extradition for offences under military law which are not offences under ordinary criminal law is excluded from the application of this Agreement.

ARTICLE 5

CAPITAL PUNISHMENT

When the offence for which extradition is requested is punishable by death under the laws of the requesting Party and the laws of the requested Party do not permit such punishment for that offence, extradition may be refused unless the requesting Party provides such assurance as the requested Party considers sufficient that the death penalty, if imposed, will not be executed.

ARTIKEL 6

HANGENDE VERVOLGINGS VIR
DIESELFDE MISDRYF

Die Party tot wie die versoek gerig word, kan weier om die opgeëiste persoon uit te lewer indien die bevoegde owerhede van daardie Party hom vervolg weens die misdryf of misdrywe ten opsigte waarvan uitlewering versoek word.

ARTIKEL 7

VERVOLGINGS EN VONNISSE WEENS
ANDER MISDRYWE

Wanneer die opgeëiste persoon vervolgt word of hy 'n vonnis uitdien in die gebied van die Party tot wie die versoek gerig word, weens 'n ander misdryf as dié waarvoor uitlewering versoek word, kan sy oorhandiging uitgestel word tot na afloop van die vervolging en die volle uitvoering van enige straf wat hy opgelê mag word of opgelê is.

ARTIKEL 8

NON BIS IN IDEM

Uitlewering word nie toegestaan nie indien finale uitspraak deur die bevoegde owerhede van die Party tot wie die versoek gerig word, gegee is teen die opgeëiste persoon weens die misdryf of misdrywe ten opsigte waarvan sy uitlewering versoek word. Uitlewering kan geweier word indien die bevoegde owerhede van die Party tot wie die versoek gerig word besluit het om, ten opsigte van dieselfde misdryf of misdrywe, of nie 'n vervolging in te stel nie of die vervolging te staak.

ARTIKEL 9

VERLOOP VAN TYD

Uitlewering word nie toegestaan nie indien die opgeëiste persoon ingevolge die wet van of die Party van wie die versoek uitgaan, of die Party tot wie die versoek gerig word, weens die verloop van tyd vry is van vervolging of straf ten opsigte van die misdryf waarvoor uitlewering versoek word.

ARTIKEL 10

DIE VERSOEK EN STAWENDE
DOKUMENTE

(1) Die versoek om uitlewering moet op skrif wees en langs die diplomatieke kanaal of sodanige ander kanaal as waarvoor die Kontrakterende Partye van tyd tot tyd mag ooreenkom, gerig word.

(2) Die versoek om uitlewering gaan vergesels van—

(a) indien die opgeëiste persoon 'n beskuldigde is, die oorspronklike of 'n gesertifiseerde afskrif van 'n lasbrief vir inhegtenisneming of hofbevel met dieselfde strekking en uitgereik in ooreenstemming met die wet van die Party van wie die versoek uitgaan, en prima facie-getuienis van die pleging van die misdryf deur sodanige persoon;

(b) indien die opgeëiste persoon alreeds skuldig bevind is, die oorspronklike of 'n gesertifiseerde afskrif van die rekord van die skuldigbevinding en uitvoerbare vonnis en 'n verklaring wat aandui hoeveel van die vonnis nog nie uitgevoer is nie;

(c) 'n uiteensetting van die misdrywe waarvoor uitlewering versoek word, waarin die tyd en plek van die pleging daarvan, die wetsomskrywings daarvan en 'n verwysing na die betrokke wetsbepalings so noukeurig as moontlik uiteengesit moet word;

ARTICLE 6

PENDING PROCEEDINGS FOR THE SAME
OFFENCE

The requested Party may refuse to extradite the person claimed if the competent authorities of such Party are proceeding against him in respect of the offence or offences for which extradition is requested.

ARTICLE 7

PROCEEDINGS AND SENTENCES FOR
DIFFERENT OFFENCES

When the person claimed is being proceeded against or is serving a sentence in the territory of the requested Party for an offence other than that for which extradition has been requested, his surrender may be deferred until the conclusion of the proceedings and the full execution of any punishment to which he may be or may have been sentenced.

ARTICLE 8

NON BIS IN IDEM

Extradition shall not be granted if final judgment has been passed by the competent authorities of the requested Party upon the person claimed in respect of the offence or offences for which extradition is requested. Extradition may be refused if the competent authorities of the requested Party have decided either not to institute or to terminate proceedings in respect of the same offence or offences.

ARTICLE 9

LAPSE OF TIME

Extradition shall not be granted if the person claimed has, according to the law of either the requesting or the requested Party, become immune by reason of lapse of time from prosecution or punishment for the offence for which extradition is requested.

ARTICLE 10

THE REQUEST AND SUPPORTING
DOCUMENTS

(1) The request for extradition shall be in writing and shall be communicated through the diplomatic channel or such other channel as may from time to time be agreed upon by the Contracting Parties.

(2) The request for extradition shall be accompanied by—

(a) if the person claimed is a person accused, the original or a certified copy of a warrant of arrest or court order having the same effect and issued in accordance with the law of the requesting Party and prima facie evidence of the commission of the offence by such person;

(b) if the person claimed is a person convicted, the original or a certified copy of the record of the conviction and enforceable sentence and a statement showing how much of the sentence has not been carried out;

(c) a statement of the offences for which extradition is requested, in which the time and place of their commission, their legal descriptions and a reference to the relevant legal provisions shall be set out as accurately as possible;

(d) 'n afskrif van die tersaaklike wetsvoorskrifte, of, waar dit nie moontlik is nie, 'n uiteensetting van die tersaaklike regsvoorskrif; en

(e) 'n so noukeurig moontlike beskrywing van die opgeëiste persoon tesame met enige ander inligting wat sal help om sy identiteit vas te stel.

ARTIKEL 11

DOKUMENTE IN VERBAND MET GETUIENIS

Die owerhede van die Partye tot wie die versoek gerig word, laat tydens enige uitleweringsverrigtinge as getuienis toe enige getuienis, beëdigde of plegtige verklaring, enige rekord van 'n skuldigbevinding, enige lasbrief vir inhegtenisneming en 'n afskrif of vertaling van voornoemde stukke, indien dit gewaarmerk is—

(a) in die geval van 'n lasbrief vir inhegtenisneming, deurdat dit onderteken is, of in die geval van enige ander oorspronklike dokument deurdat dit gesertifiseer is, deur 'n regter, landdros of ander bevoegde beampte van die Party van wie die versoek uitgaan, en in die geval van 'n afskrif of vertaling, deurdat dit as 'n ware afskrif of vertaling van die oorspronklike gesertifiseer is; en

(b) deurdat dit of deur die een of ander getuie geattesteer is, of met die amptelike seël van die Minister van Justisie of ander bevoegde owerheid van die Party van wie die versoek uitgaan, geseël is; of op sodanige ander manier as wat deur die wet van die Party tot wie die versoek gerig word, toegelaat mag word.

ARTIKEL 12

AANVULLENDE GETUIENIS OF INLIGTING

(1) Indien die Party tot wie die versoek gerig word, aanvullende getuienis of inligting verlang om hom in staat te stel om oor die versoek om uitlewering te besluit, moet die Party van wie die versoek uitgaan, die nodige aanvullende getuienis of inligting voorlê binne 'n tydperk wat aangewys word deur die Party tot wie die versoek gerig word.

(2) Indien die opgeëiste persoon in hegtenis is en die aanvullende getuienis of inligting wat voorgelê word soos voormeld, onvoldoende is of indien sodanige getuienis of inligting nie ontvang word nie binne die tydperk voorgeskryf deur die Party tot wie die versoek gerig word, kan hy uit bewaring vrygelaat word.

(3) Vrylating soos in paragraaf (2) van hierdie Artikel genoem, verhinder nie die Party van wie die versoek uitgaan, om 'n verdere versoek om uitlewering ten opsigte van dieselfde misdryf voor te lê nie.

ARTIKEL 13

BEPERKING VAN STAPPE TEEN UITGELEWERDE PERSOON

'n Persoon wat kragtens hierdie Ooreenkoms uitgelewer is, word, behalwe ten opsigte van 'n misdryf waarvoor hy uitgelewer is, nie vervolgd, gevonnisdig of in hegtenis gehou met die doel om 'n vonnis weens enige misdryf voor sy uitlewering gepleeg, uit te voer nie, en hy word ook nie om enige ander rede in sy persoonlike vryheid beperk nie, behalwe in die volgende gevalle:

(a) Wanneer die Party tot wie die versoek gerig word, daarin toestem. 'n Versoek om toestemming word voorgelê deur die Party van wie die versoek uitgaan, vergesel van die dokumente in Artikel 10, paragraaf (2), genoem en 'n geregtelike verslag van enige verklaring wat deur die uitgelewerde persoon in verband

(d) a copy of the relevant enactments or, where this is not possible, a statement of the relevant law; and

(e) as accurate a description as possible of the person claimed, together with any other information which will help to establish his identity.

ARTICLE 11

DOCUMENTS RELATING TO EVIDENCE

The authorities of the requested Party shall admit as evidence in any proceedings for extradition any deposition, statement on oath or affirmation, any record of a conviction, any warrant of arrest, and a copy or translation of the aforesaid documents, if it is authenticated—

(a) in the case of a warrant of arrest, by being signed, or in the case of any other original document by being certified, by a judge, magistrate or other competent officer of the requesting Party and, in the case of a copy or translation, by being certified to be a true copy or translation of the original; and

(b) either by the oath of some witness or by being sealed with the official seal of the Minister of Justice or other competent authority of the requesting Party; or in such other manner as may be permitted by the law of the requested Party.

ARTICLE 12

ADDITIONAL EVIDENCE OR INFORMATION

(1) If the requested Party requires additional evidence or information to enable it to decide on the request for extradition, the requesting Party shall submit the necessary additional evidence or information within such time as the requested Party shall designate.

(2) If the person claimed is under arrest and the additional evidence or information submitted as aforesaid is not sufficient or if such evidence or information is not received within the period specified by the requested Party, he may be discharged from custody.

(3) Such discharge as mentioned in paragraph (2) of this Article shall not bar the requesting Party from submitting another request for extradition in respect of the same offence.

ARTICLE 13

RULE OF SPECIALITY

A person who has been extradited under this Agreement shall not be proceeded against, sentenced or detained with a view to the carrying out of a sentence for any offence committed prior to his surrender other than that for which he was extradited, nor shall he for any other reason be restricted in his personal freedom, except in the following cases:

(a) When the requested Party consents thereto. A request for consent shall be submitted by the requesting Party, accompanied by the documents mentioned in Article 10, paragraph (2), and a legal record of any statement made by the extradited person in respect of

met die betrokke misdryf gedoen is. Toestemming word nie geweier nie as die misdryf waarvoor dit versoek word op sigself onderworpe is aan uitlewering ooreenkomstig die bepalings van hierdie Ooreenkomste.

(b) Wanneer die persoon, nadat hy geleentheid gehad het om die gebied van die Party van wie die versoek uitgaan, te verlaat, dit nie binne 45 dae na sy finale vrylating gedoen het nie, of vrywillig na dié gebied teruggekeer het nadat hy dit verlaat het.

ARTIKEL 14

HERUITLEWERING AAN 'N DERDE STAAT

Behoudens die bepalings van Artikel 13, paragraaf (b), oorhandig die Party van wie die versoek uitgaan, nie sonder die toestemming van die Party tot wie die versoek gerig word, 'n persoon wat aan die Party van wie die versoek uitgaan, oorhandig is, en wat deur 'n derde staat ten opsigte van misdrywe gepleeg voor sy oorhandiging gesoek word, aan daardie derde staat nie. Die Party tot wie die versoek gerig word, kan alvorens hy sy toestemming tot heruitlewering gee, die voorlegging versoek van die dokumente ten opsigte van die misdryf waarvoor die derde staat uitlewering versoek.

ARTIKEL 15

VOORLOPIGE INHEGTENISNEMING

(1) In dringende gevalle kan die bevoegde owerhede van die Party van wie die versoek uitgaan, die voorlopige inhegtenisneming van die opgeëiste persoon versoek. Die bevoegde owerhede van die Party tot wie die versoek gerig word, beslis oor die aangeleentheid ooreenkomstig sy wet.

(2) Die versoek om voorlopige inhegtenisneming moet aandui dat een van die dokumente genoem in Artikel 10, paragraaf (2) (a) of (2) (b), bestaan en dat dit die voorneme is om 'n versoek om uitlewering te stuur. Dit moet ook meld vir watter misdryf uitlewering versoek sal word en wanneer en waar sodanige misdryf gepleeg is en moet, sover moontlik, 'n beskrywing van die opgeëiste persoon bevat.

(3) 'n Versoek om voorlopige inhegtenisneming word gerig aan die bevoegde owerhede van die Party tot wie die versoek gerig word, hetsy langs die diplomatieke kanaal of direk per pos of telegraaf of op enige ander wyse wat getuienis op skrif daarstel en wat vir die Party tot wie die versoek gerig word, aanvaarbaar is. Die bevoegde owerhede van die Party van wie die versoek uitgaan, word so gou moontlik van die uitslag van hulle versoek verwittig.

(4) Voorlopige inhegtenisneming kan beëindig word indien die Party tot wie die versoek gerig word, nie binne 'n tydperk van 18 dae na inhegtenisneming die versoek om uitlewering ontvang het nie. In elk geval word die opgeëiste persoon nie langer as 40 dae na die datum van voorlopige inhegtenisneming aangehou nie as die Party tot wie die versoek gerig word, nie die versoek om uitlewering en die dokumente genoem in Artikel 10, paragraaf (2), binne daardie tydperk ontvang het nie. Die Party tot wie die versoek gerig word, kan die opgeëiste persoon te eniger tyd uit voorlopige inhegtenisneming vrylaat maar, indien hy vrygelaat word, tref die Party tot wie die versoek gerig word, alle maatreëls waarvoor hy kragtens sy wet beskik wat hy nodig ag om die ontspanning van die opgeëiste persoon uit sy gebied te voorkom.

(5) Vrylating uit voorlopige inhegtenisneming benadeel nie herinhegtenisneming en uitlewering indien 'n versoek om uitlewering daarna ontvang word nie.

the offence concerned. Consent shall not be withheld when the offence for which it is requested is itself subject to extradition in accordance with the provisions of this Agreement.

(b) When the person, having had an opportunity to leave the territory of the requesting Party, has not done so within 45 days of his final discharge, or has voluntarily returned to that territory after leaving it.

ARTICLE 14

RE-EXTRADITION TO THIRD STATE

Except as provided for in Article 13, paragraph (b), the requesting Party shall not, without the consent of the requested Party, surrender to a third state a person surrendered to the requesting Party and sought by the said third state in respect of offences committed before his surrender. The requested Party may require the production of the documents in respect of the offence for which the third state is requesting extradition before giving its consent for re-extradition.

ARTICLE 15

PROVISIONAL ARREST

(1) In case of urgency the competent authorities of the requesting Party may request the provisional arrest of the person claimed. The competent authorities of the requested Party shall decide the matter in accordance with its law.

(2) The request for provisional arrest shall state that one of the documents mentioned in Article 10, paragraph (2) (a) or (2) (b), exists and that it is intended to send a request for extradition. It shall also state for what offence extradition will be requested and when and where such offence was committed and shall so far as possible give a description of the person claimed.

(3) A request for provisional arrest shall be sent to the competent authorities of the requested Party either through the diplomatic channel or direct by post or telegraph or by any other means affording evidence in writing and acceptable to the requested Party. The competent authorities of the requesting Party shall be informed as soon as possible of the result of their request.

(4) Provisional arrest may be terminated if within a period of 18 days after the arrest the requested Party has not received the request for extradition. In any event, the person claimed shall not be detained longer than 40 days after the date of provisional arrest if the requested Party has not received the request for extradition and the documents mentioned in Article 10, paragraph (2), within that period. The requested Party may release the person claimed from provisional arrest at any time but, if he is released, the requested Party shall take whatever measures available under its law that it considers necessary to prevent the escape from its territory of the person claimed.

(5) Release from provisional arrest shall not prejudice re-arrest and extradition if a request for extradition is received subsequently.

ARTIKEL 16

BOTSSENDE VERSOEKE

Indien uitlewering van dieselfde persoon terselfdertyd deur meer as een staat versoek word, hetsy weens dieselfde misdryf of weens verskillende misdrywe, neem die Party tot wie die versoek gerig word, sy besluit met inagneming van al die omstandighede en veral die relatiewe erns en plek van pleging van die misdrywe, die onderskeie datums van die versoeke, die nasionaliteit van die opgeëiste persoon, sy gewone verblyfplek en die moontlikheid van later uitlewering aan 'n ander staat.

ARTIKEL 17

OORHANDIGING VAN DIE
OPGEËISTE PERSOON

(1) Die Party tot wie die versoek gerig word, stel die Party van wie die versoek uitgaan, op die wyse genoem in Artikel 10, paragraaf (1), van sy besluit insake die versoek om uitlewering in kennis.

(2) Redes vir enige algehele of gedeeltelike weiering word verstrek.

(3) Indien die versoek toegestaan word, word die Party van wie die versoek uitgaan, in kennis gestel van die plek en datum van oorhandiging en van die tydperk wat die opgeëiste persoon tussen die datum van verwysing en die datum van oorhandiging aangehou sou gewees het.

(4) Indien die opgeëiste persoon nie op die bepaalde datum oorgeneem is nie, kan hy na verstryking van 30 dae vrygelaat word. Die Party tot wie die versoek gerig word, kan weier om hom daarna weens dieselfde misdryf uit te lewer.

(5) Indien omstandighede buite sy beheer 'n Party verhinder om die opgeëiste persoon te oorhandig of oor te neem, stel sodanige Party die ander Party in kennis. Die twee Kontrakterende Partye kom daarna ooreen oor 'n nuwe datum van oorhandiging en die bepaling van paragraaf (4) van hierdie Artikel geld dan.

ARTIKEL 18

OORHANDIGING VAN EIENDOM

(1) Die Party tot wie die versoek gerig word, moet, vir sover sy wet dit toelaat en op versoek van die Party van wie die versoek uitgaan, aan laasgenoemde eiendom oorhandig—

(a) wat as getuienis vereis mag word; en

(b) waarop kragtens 'n lasbrief vir huissoeking beslag gelê is of wat, ten tyde van inhegtenisneming, in die besit van die opgeëiste persoon gevind is.

(2) Die eiendom in paragraaf (1) van hierdie Artikel bedoel, word oorhandig selfs indien uitlewering wat alreeds toegestaan is, as gevolg van die dood of ontsnapping van die opgeëiste persoon nie bewerkstellig kan word nie.

(3) Indien genoemde eiendom in die gebied van die Party tot wie die versoek gerig word, onderworpe is aan beslaglegging of verbeurdverklaring, kan laasgenoemde dit, met betrekking tot strafregtelike stappe wat nog hangende is, tydelik behou of dit oorhandig aan die Party van wie die versoek uitgaan, op voorwaarde dat dit binne 'n bepaalde tydperk terugbesorg word.

ARTICLE 16

CONFLICTING REQUESTS

If extradition of the same person is requested concurrently by more than one state, either for the same offence or for different offences, the requested Party shall make its decision having regard to all the circumstances and especially the relative seriousness and place of commission of the offences, the respective dates of the requests, the nationality of the person claimed, his ordinary residence and the possibility of subsequent extradition to another state.

ARTICLE 17

SURRENDER OF THE PERSON CLAIMED

(1) The requested Party shall inform the requesting Party by the means mentioned in Article 10, paragraph (1), of its decision with regard to the request for extradition.

(2) Reasons shall be given for any complete or partial rejection.

(3) If the request is granted, the requesting Party shall be informed of the place and date of surrender and of the length of time for which the person claimed would have been detained between the date of commitment and the date of surrender.

(4) If the person claimed has not been taken over on the appointed date, he may be released after the expiry of 30 days. The requested Party may refuse to extradite him thereafter for the same offence.

(5) If circumstances beyond its control prevent a Party from surrendering or taking over the person claimed, the said Party shall so notify the other Party. The two Contracting Parties shall thereafter agree upon a new date for surrender and the provisions of paragraph (4) of this Article shall thereupon apply.

ARTICLE 18

HANDING OVER OF PROPERTY

(1) The requested Party shall, in so far as its law permits and at the request of the requesting Party, hand over to the latter, property—

(a) which may be required as evidence; and

(b) which has been seized under the authority of a search warrant or which, at the time of arrest, was found in the possession of the person claimed.

(2) The property mentioned in paragraph (1) of this Article shall be handed over even if extradition, having been granted, cannot be carried out owing to the death or escape of the person claimed.

(3) When the said property is liable to seizure or confiscation in the territory of the requested Party, the latter may, in connection with pending criminal proceedings, temporarily retain it or hand it over to the requesting Party on condition that it be returned within a specified period of time.

(4) Enige regte wat die Party tot wie die versoek gerig word, of derde partye in genoemde eiendom verkry het, word nie geraak nie. As sodanige regte bestaan, word die eiendom so gou moontlik na die einde van die verhoor kosteloos terugbesorg aan die Party tot wie die versoek gerig word, tensy daar van sodanige regte afstand gedoen is.

ARTIKEL 19

DEURGANG

(1) Deurgang deur die gebied van een van die twee Kontrakterende Partye in verband met die uitlewering van enige persoon vanaf 'n derde staat, word aan die ander Kontrakterende Party ooreenkomstig die volgende bepalings toegestaan:

(a) 'n Versoek om deurgang word voorgelê op die wyse in Artikel 10, paragraaf (1), voorgeskryf in verband met 'n versoek om uitlewering.

(b) Die bepalings en voorwaardes in hierdie Ooreenkoms voorgeskryf, geld *mutatis mutandis* ten opsigte van sodanige versoek asof dit 'n versoek om uitlewering van die betrokke persoon is.

(c) Die Party wat versoek word om deurgang te verleen, kan die voorlegging vereis van die dokumente in Artikel 10, paragraaf (2), genoem, voordat die versoek om deurgang deur sy gebied toegestaan word.

(d) Indien die opgeëiste persoon met 'n lugvaartuig oor die gebied van een van die twee Kontrakterende Partye vervoer moet word, is die volgende bepalings van toepassing:

(i) Indien geen vasgestelde tussenlanding gedoen moet word nie, stel die Party van wie die versoek uitgaan, die Kontrakterende Party oor wie se gebied die vlug gedoen moet word, in kennis en bevestig dat 'n lasbrief vir inhegtenisneming of 'n skuldigbevinding en afdwingbare vonnis bestaan en gee die versekering dat, op grond van die feite aan hom bekend en by ooreweging van die dokumente in sy besit, daar geen rede bestaan waarom deurgang in ooreenstemming met hierdie Ooreenkoms geweier behoort te word nie. In die geval van 'n nie-vasgestelde tussenlanding het die kennisgewing rakende die gebruik van lugvervoer die uitwerking van 'n versoek om voorlopige inhegtenisneming soos in Artikel 15 bepaal, en lê die Party van wie die versoek uitgaan, daarna 'n formele versoek om uitlewering voor.

(ii) Indien 'n tussenlanding gedoen moet word, is die bepalings van subparagrafe (a), (b) en (c) van hierdie paragraaf van toepassing.

(2) Enige reg van deurgang wat voortspruit uit hoofde van paragraaf (1) word uitgeoefen ooreenkomstig sodanige voorwaardes as wat die Party tot wie die versoek gerig word, voorskryf.

(3) Ondanks die bepalings van hierdie Artikel, kan die Party tot wie die versoek gerig word, 'n versoek om deurgang weier indien hy van mening is dat sodanige deurgang die openbare orde in sy gebied in gevaar sou stel.

ARTIKEL 20

TALE WAT GEBRUIK MOET WORD

Waar Venda die Party is tot wie die versoek gerig word, gaan die dokumente wat voorgelê moet word, vergesel van gesertifiseerde vertalings in Venda, Afrikaans of Engels indien die oorspronklikes nie in een van dié tale is nie. Waar die Republiek van Suid-Afrika die Party is tot wie die versoek gerig word,

(4) Any rights which the requested Party or third parties may have acquired in the said property shall remain unaffected. Where such rights exist, the property shall be returned without charge to the requested Party as soon as possible after the trial, unless such rights have been waived.

ARTICLE 19

TRANSIT

(1) Transit through the territory of either Contracting Party shall be granted to the other Contracting Party in respect of the extradition of any person from a third state in accordance with the following provisions:

(a) A request for transit shall be submitted in the manner prescribed in Article 10, paragraph (1), in respect of a request for extradition.

(b) The provisions and conditions laid down in this Agreement shall apply *mutatis mutandis* to such a request as if it were a request for the extradition of the person concerned.

(c) The Party requested to grant transit may require the production of the documents mentioned in Article 10, paragraph (2), before granting the request for transit through its territory.

(d) If the person claimed is to be transported by aircraft over the territory of either Contracting Party, the following provisions shall apply:

(i) If no intermediate landing is scheduled to be made, the requesting Party shall notify the Contracting Party over whose territory the flight is to be made and shall confirm that a warrant of arrest or a conviction and enforceable sentence exists and shall give an assurance that in view of the facts known to it and considering the documents in its possession, there is no reason why transit in accordance with this Agreement should be refused. In the case of an unscheduled intermediate landing, the notification concerning the use of air transport shall have the effect of a request for provisional arrest as provided for in Article 15, and the requesting Party shall thereafter submit a formal request for extradition.

(ii) If an intermediate landing is to be made, the provisions of subparagraphs (a), (b) and (c) of this paragraph shall apply.

(2) Any right of transit arising from the operation of paragraph (1) shall be exercised in accordance with such conditions as the requested Party may prescribe.

(3) Notwithstanding the provisions of this Article, the requested Party may refuse a request for transit if it is of the opinion that such transit would endanger public order in its territory.

ARTICLE 20

LANGUAGES TO BE USED

Where Venda is the requested Party, the documents to be produced shall be accompanied by certified translations into Venda, English or Afrikaans if the originals are not in one of these languages. Where the Republic of South Africa is the requested Party, the

gaan die dokumente wat voorgelê moet word, vergesel van gesertifiseerde vertalings in Afrikaans of Engels indien die oorspronklikes nie in een van hierdie tale is nie.

ARTIKEL 21

UITGAWES

(1) Uitgawes aangegaan in die gebied van die Party tot wie die versoek gerig word, op grond van die inhegtenisneming, aanhouding en onderhoud van die opge-eiste persoon en enige hofverrigtinge wat uit die versoek om uitlewering voortspruit, word deur daardie Party gedra.

(2) Die Party van wie die versoek uitgaan, dra die uitgawes veroorsaak deur die vervoer van die opge-eiste persoon vanaf die plek waar hy oorhandig word na daardie Party se gebied.

(3) Uitgawes aangegaan op grond van deurgang deur die gebied van 'n Party wat versoek is om deurgang toe te staan, word deur die Party van wie die versoek uitgaan, gedra.

ARTIKEL 22

TOEPASSING VAN DIE OOREENKOMS

Hierdie Ooreenkoms geld ten opsigte van misdrywe gepleeg en vonnisse opgelê hetsy voor of na die datum waarop dit in werking tree.

ARTIKEL 23

INWERKINGTREDING

Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda.

ARTIKEL 24

BEËINDIGING

Enigee van die Partye kan te eniger tyd die huidige Ooreenkoms beëindig deur ses maande kennis aan die ander Party langs die diplomatieke kanaal te gee.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. L. SCHLEBUSCH.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN BUITELANDSE SAKE

No. R. 2014

12 September 1979

OOREENKOMSTE AANGEGAAN DEUR DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA MET DIE REGERING VAN VENDA

Hierby word vir algemene inligting bekendgemaak dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda op 13 Augustus 1979 die ooreenkomste aangegaan het wat in die Bylae hiervan uiteengesit is.

documents to be produced shall be accompanied by certified translations into Afrikaans or English if the originals are not in one of these languages.

ARTICLE 21

EXPENSES

(1) Expenses incurred in the territory of the requested Party by reason of the arrest, detention and maintenance of the person claimed and any court proceedings arising from the request for extradition shall be borne by that Party.

(2) The requesting Party shall bear the expenses occasioned by the conveyance of the person claimed from the place where he is surrendered to its own territory.

(3) Expenses incurred by reason of transit through the territory of a Party requested to grant transit shall be borne by the requesting Party.

ARTICLE 22

APPLICATION OF THE AGREEMENT

This Agreement shall apply to offences committed and sentences imposed whether before or after the date upon which it comes into force.

ARTICLE 23

ENTRY INTO FORCE

This Agreement shall enter into force on the date of independence of Venda.

ARTICLE 24

TERMINATION

Either of the Parties may terminate the present Agreement at any time by giving six months' written notice to the other Party through the diplomatic channel.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. L. SCHLEBUSCH.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government Venda.

GOVERNMENT NOTICE

DEPARTMENT OF FOREIGN AFFAIRS

No. R. 2014

12 September 1979

AGREEMENTS CONCLUDED BY THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA

It is hereby notified for general information that the Government of the Republic of South Africa and the Government of Venda have on 13 August 1979 entered into the agreements set out in the Schedule hereto.

Opmerking.—In gevalle waar ooreenkomste deur notawisseling aangegaan is, verskyn slegs die Suid-Afrikaanse notas in die Bylae hiervan. Die tekste van hierdie notas is *mutatis mutandis* in dieselfde terme as die tekste van die wederkerige notas van die Regering van Venda.

BYLAE

MINISTERIE VAN BINNELANDSE SAKE

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT DIE STIGTING, ADMINISTRASIE EN INSTANDHOUDING DEUR DIE DEPARTEMENT VAN ONDERWYS VAN DIE PROVINSIE TRANSVAAL VAN SEKERE SKOLE IN VENDA EN SAKE WAT DAARMEE IN VERBAND STAAN

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hul mense bestaan, erken; en

Nademaal die Departement van Onderwys van die provinsie Transvaal die gesag is wat tot nog toe by wet met die bevoegdheid beklee is om sekere skole in Venda as deel van daardie provinsie te stig, te administreer en in stand te hou; en

Nademaal Venda by onafhanklikwording sal ophou om deel van die Republiek van Suid-Afrika en derhalwe van genoemde provinsie te wees; en

Nademaal dit dienstig is dat genoemde Departement van Onderwys, na die onafhanklikwording van Venda, voortgaan om sodanige skole in Venda te stig, te administreer en in stand te hou;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

STIGTING EN INSTANDHOUDING VAN SKOLE IN VENDA

Die Departement van Onderwys van die provinsie Transvaal (hieronder die "Departement" genoem) het na die datum waarop Venda onafhanklikheid verkry (hieronder die "datum van onafhanklikwording" genoem), die reg—

(a) om te Sibasa en op sodanige ander plekke in Venda as waarop onderling ooreengekom word tussen die Departement en die Regering van Venda (hieronder die "Regering" genoem) dié laerskole binne die betekenis van die Transvaalse Onderwys-ordonnansie, 1953, wat nodig en wenslik geag word, te stig, te administreer en in stand te hou;

(b) om wonings in Venda te verskaf en in stand te hou vir die huisvesting van die personeel by Artikel 2 (a) beoog;

(c) om enige skool of woning in paragraaf (a) beoog, te vergroot, uit te brei en te verbeter in die mate wat nodig en wenslik geag word;

(d) om dienste in Venda in te stel en te bedryf vir die vervoer van leerlinge wat die skole in paragraaf (a) beoog, besoek, of om 'n skool of skole in Transvaal te besoek;

(e) om van tyd tot tyd in Venda die eksamens af te neem wat nodig en wenslik geag word vir leerlinge wat die skole in paragraaf (a) beoog, besoek; en

Note.—In cases where agreements were concluded by way of Exchange of Notes, only the South African Notes appear in the Schedule hereto. The texts of these Notes are *mutatis mutandis* in the same terms as the texts of the reciprocal Notes of the Government of Venda.

SCHEDULE

MINISTRY OF INTERIOR

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO ESTABLISHMENT, ADMINISTRATION AND MAINTENANCE BY THE DEPARTMENT OF EDUCATION OF THE PROVINCE OF THE TRANSVAAL OF CERTAIN SCHOOLS IN VENDA AND MATTERS RELATED THERETO

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Department of Education of the Province of the Transvaal is the authority hitherto vested by law with the power to establish, administer and maintain certain schools in Venda as being part of that Province; and

Whereas Venda upon obtaining independence, will cease to be part of the Republic of South Africa and therefore of the said Province; and

Whereas it is expedient that the said Department of Education shall after the attainment of independence by Venda continue to establish, administer and maintain such schools in Venda;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

ESTABLISHMENT AND MAINTENANCE OF SCHOOLS IN VENDA

The Department of Education of the Province of the Transvaal (hereafter referred to as the "Department") shall after the date on which Venda obtains independence (hereinafter referred to as the date of independence) have the right—

(a) to establish, administer and maintain at Sibasa and such other places in Venda as may be mutually agreed upon between the Department and the Government of Venda (hereinafter referred to as the "Government") such primary schools within the meaning of the Transvaal Education Ordinance, 1953, as may be considered necessary and desirable, to establish, administer and maintain;

(b) to provide and maintain dwellings in Venda for the accommodation of staff contemplated by Article 2 (a);

(c) to enlarge, extend and improve any school or dwelling as contemplated by paragraph (a) to such extent as may be considered necessary and desirable;

(d) to institute and conduct services in Venda for the conveyance of pupils attending schools as contemplated by paragraph (a) or to attend a school or schools in the Transvaal;

(e) from time to time to conduct in Venda such examinations for pupils attending schools as contemplated by paragraph (a) as may be considered necessary and desirable; and

(f) om inspeksies en ondersoeke in Venda in te stel in verband met enigiets wat deur die Departement uit hoofde van hierdie Ooreenkoms gedoen word.

ARTIKEL 2

PERSONEEL EN UITRUSTING

(a) Die personeel, hetsy professioneel, klerklik of ander, en die uitrusting wat nodig is in verband met of vir die doel van enigiets deur die Departement ingevolge Artikel 1 gedoen, word deur die Departement op koste van die Administrasie van die provinsie Transvaal (hieronder die "Administrasie" genoem), verskaf.

(b) Die Departement verstrek aan die Regering die volle name en dié nadere besonderhede wat die Regering vereis—

(i) van alle persone in die diens van die Departement of die Administrasie by of in verband met skole deur die Departement in Venda in stand gehou onmiddellik voor die datum van onafhanklikwording;

(ii) van alle persone wat aangestel word op die personeel of vir die doeleindes van enige skool wat op of na die datum van onafhanklikwording ingevolge Artikel 1 gestig word; en

(iii) van elke persoon in die diens van die Departement of die Administrasie wat te eniger tyd aan diens in Venda onttrek word.

(c) Alle skole wat onmiddellik voor die datum van onafhanklikwording deur die Departement in Venda in stand gehou word, word vanaf die datum van onafhanklikwording geag skole te wees wat ingevolge Artikel 1 (a) gestig is en wat daarvolgens bestuur en in stand gehou word en die personeel van sodanige skole, asook alle persone in diens van die Departement of die Administrasie by sodanige skole, word vanaf die datum van onafhanklikwording geag ingevolge paragraaf (a) hiervan verskaf te gewees het.

(d) Die Regering van Venda verbind hom daartoe—

(i) om te verseker dat alle lede van die personeel verskaf of geag verskaf te gewees het ingevolge paragraaf (a), wat burgers van die Republiek van Suid-Afrika is, en hul afhanklikes en alle ander persone van wie te eniger tyd vereis word om vereis kan word deur die Departement of die Administrasies om enige plig of werk te onderneem of enige diens te lewer by of in verband met enige skool ingevolge Artikel 1 (a) gestig, en hul afhanklikes toegelaat sal word, onderworpe aan die bepalinge van Artikel 4, om Venda te eniger tyd binne te gaan en te verlaat;

(ii) om nie enige belasting op die emolumente betaal aan of ander inkomste uit 'n bron buite Venda verkry deur die personeel of ander persone in subparagraaf (1) beoog, te hef of te vorder nie;

(iii) om aan sodanige personeel en sodanige ander persone in subparagraaf (1) beoog, asook hul afhanklikes, die reg te verleen om geld uit of na enige bankrekening deur hulle in Venda in stand gehou na of uit die Republiek van Suid-Afrika oor te plaas; en

(iv) om in tyd van oproer of ander krisis die repatriasie van die personeel en die ander persone in subparagraaf (1) beoog, asook hul afhanklikes, te vergemaklik en om diesulkes se beskerming te verseker.

(f) to conduct inspections and investigations in Venda in connection with anything done by the Department by virtue of this Agreement.

ARTICLE 2

STAFF AND EQUIPMENT

(a) The staff, whether professional, clerical or otherwise, and the equipment required in connection with or for the purpose of anything done by the Department in terms of Article 1 shall be provided by the Department at the expense of the Administration of the Province of Transvaal (hereinafter referred to as the "Administration").

(b) The Department shall furnish the Government with the full names and such further particulars as the Government may require—

(i) of all persons in the service of the Department or the Administration at or in connection with schools maintained by the Department in Venda immediately prior to the date of independence;

(ii) of all persons appointed to the staff or for the purpose of any school established on or after the date of independence in terms of Article 1; and

(iii) of every person in the service of the Department or the Administration who is at any time withdrawn from service in Venda.

(c) All schools which, immediately prior to the date of independence, are being maintained by the Department in Venda, shall as from the date of independence be deemed schools established in terms of Article 1 (a) and conducted and maintained in accordance therewith and the staff of such schools as well as all persons in the service of the Department or the Administration at such schools shall as from the date of independence be deemed as having been provided in terms of paragraph (a) hereof.

(d) The Government of Venda undertakes—

(i) to ensure that all members of the staff provided or deemed to have been provided in terms of paragraph (a) who are citizens of the Republic of South Africa and their dependants and all other persons who are at any time required by the Department or the Administration to undertake any duty or work or render any service at or in connection with any school established in terms of Article 1 (a) and their dependants will subject to the provisions of Article 4, be allowed to enter and leave Venda at any time;

(ii) not to levy or collect any tax on the emoluments paid to such staff or such other persons referred to in subparagraph (1), or on any other income derived by them from a source outside Venda;

(iii) to accord such staff and such other persons as contemplated by subparagraph (1) and their dependants the rights to transfer money from, or to any banking account maintained by them in Venda from or to the Republic of South Africa;

(iv) to facilitate the repatriation and to ensure the protection of such staff and other persons contemplated by subparagraph (1) as well as their dependants in case of riot or other crisis.

ARTIKEL 3

GEBOUW EN UITRUSTING

(a) Die bestaande skoolgeboue en alle onroerende goed in Venda geleë, met inbegrip van wonings vir die huisvesting van personeel, wat vir die doeleindes van die Departement aangeskaf is en wat onmiddellik voor die datum van onafhanklikwording berus by of geregistreer is op naam van die Onderwystrustees, word met ingang van sodanige datum die eiendom van die Regering.

(b) Die Regering onderneem—

(i) om aan die Administrasie te verhuur, vir gebruik deur die Departement teen 'n nominale huurgeld van een rand (R1) per jaar, die huidige skoolgeboue en alle onroerende goed waarvan hy die eienaar word uit hoofde van paragraaf (a), tesame met sodanige ander onroerende goed deur die Administrasie aangeskaf op die datum van onafhanklikwording in verband met die uitoefening of verrigting van enige bevoegdheid, plig of werksaamheid in Venda deur enige ander departement of afdeling van die Administrasie en waarvan genoemde Regering op die datum van onafhanklikwording of enige later datum die eienaar word, indien sodanige laasgenoemde onroerende goed nodig is vir gebruik deur die Departement en nie meer benodig word deur sodanige ander departement of afdeling vir die uitoefening of verrigting van enige sodanige bevoegdheid, plig of werksaamheid nie;

(ii) om ingeval die Departement verlang om enige skool by Artikel 1 beoog, te stig of om enige sodanige skool te vergroot, uit te brei of te verbeter, en geen geskikte geboue vir die doel beskikbaar is nie op die plek waartoe ooreengekom is ingevolge daardie artikel, aan die Departement op koste van die Regering sodanige grond beskikbaar te stel as waarop ooreengekom word vir die oprigting daarop deur die Administrasie van die geboue wat nodig is vir die stigting, vergroting, uitbreiding of verbetering van sodanige skool, en om alle grond aldus beskikbaar gestel tesame met enige geboue daarop opgerig, aan genoemde Administrasie vir gebruik deur die Departement te verhuur teen 'n nominale huurgeld van een rand (R1) per jaar; en

(iii) om aan die Administrasie die nodige grond vir die oprigting daarop deur die Administrasie van wonings vir die huisvesting van die personeel by Artikel 2 (a) beoog, beskikbaar te stel en om aan die Administrasie sodanige grond en enige geboue daarop opgerig, te verhuur teen 'n nominale huurgeld van een rand (R1) per jaar of om teen 'n huurgeld waarop onderling ooreengekom word tussen die Regering en die Administrasie, wonings vir die huisvesting van die personeel in Artikel 2 (a) beoog, te verskaf en die wonings moet voldoen aan die standaard van wonings wat in die reël aan onderwysers van ooreenstemmende rang in die Republiek van Suid-Afrika beskikbaar gestel word.

ARTIKEL 4

REG OM TOEGANG TE WEIER OF OM DIE VERWYDERING VAN PERSONE TE VEREIS

Geen bepaling in hierdie Ooreenkoms word so uitgelê nie dat dit die soewereine reg van die Regering raak om, om enige rede wat die Regering voldoende ag, toegang tot Venda aan enige persoon in die diens van die Departement of die Administrasie te weier of om die verwydering uit Venda van enige persoon in sodanige diens wat enige plig daarin verrig, te eis.

ARTICLE 3

BUILDINGS AND EQUIPMENT

(a) The existing school buildings and all immovable property situated in Venda, including dwellings for the accommodation of staff, which was acquired for the purposes of the Department and which immediately prior to the date of independence vests in or is registered in the name of the Educational Trustees shall with effect from such date, become the property of the Government.

(b) The Government undertakes—

(i) to let to the Administration for use by the Department at a nominal rental of one rand (R1) per annum, the existing school buildings and all immovable property of which it becomes the owner by virtue of paragraph (a), together with such other immovable property acquired on the date of independence by the Administration in connection with the exercise or performance of any power, duty or activity in Venda by any other department or branch of the Administration and of which the said Government becomes the owner on the date of independence or any later date, if such last-mentioned property is required for use by the Department and is no longer required by such other department or branch for the exercise or performance of any such power, duty or activity;

(ii) in the event of the Department desiring to establish any schools contemplated by Article 1 or to enlarge, extend or improve any such school and no buildings suitable for this purpose being available at the place agreed upon in terms of that article, to make available to the Department at the expense of the Government, such land as may be agreed upon for the erection thereon by the Administration of such buildings as may be required for the establishment, enlargement, extension or improvement of such school; and to let all land so made available together with any buildings erected thereon to be said Administration for use by the Department at a nominal rental of one rand (R1) per annum; and

(iii) to make available to the Administration such land as may be required for the erection thereon by the Administration of dwellings for the accommodation of the staff contemplated by Article 2 (a) and to let to the Administration at a nominal rental of one rand (R1) per annum, such land and any buildings erected thereon, or to provide at a rental to be mutually agreed upon between the Government and the Administration, dwellings for the accommodation of such staff contemplated by Article 2 (a), such dwellings to conform to the standard of dwellings usually made available to teachers of equivalent rank in the Republic of South Africa.

ARTICLE 4

RIGHT TO REFUSE ENTRY TO OR TO REQUIRE REMOVALS OF PERSONS

Nothing in this Agreement shall be construed as affecting in any way the sovereign right of the Government, for any reason it deems sufficient, to refuse entry into Venda to any person in the service of the Department or the Administration or to demand the removal from Venda of any person in such service performing any duties therein.

ARTIKEL 5

INWERKINGTREDING, BEEÏNDIGING
EN WYSIGING

(a) Hierdie ooreenkoms tree in werking op die datum van Venda se onafhanklikwording en kan deur enigeen van die twee Partye opgesê word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie ooreenkoms waaroor beide Partye ooreenkom word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hul onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. L. SCHLEBUSCH.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Vir die Regering van Venda.

MEMORANDUM VAN OOREENKOMS AANGE-
GAAN TUSSEN DIE REGERING VAN DIE
REPUBLIEK VAN SUID-AFRIKA EN DIE REGE-
RING VAN VENDA MET BETREKKING TOT
DIE VERBETERING EN ONDERHOUD VAN
SEKERE OPENBARE PAAIE IN VENDA EN
SAKE WAT DAARMEE IN VERBAND STAAN

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hulle mense bestaan; en

Nademaal die Administrasie van die provinsie Transvaal (hieronder die "Administrasie" genoem) by wet verantwoordelik is vir die aanbou en onderhoud van die paaie of trajekte van paaie in die Bylae van hierdie Ooreenkoms genoem, of vir die verlenging van finansiële bystand aan die plaaslike owerhede in wie se gebiede hulle geleë is, ten opsigte van hulle aanbou en onderhoud; en

Nademaal genoemde paaie of sekere trajekte daarvan in Venda geleë is; en

Nademaal Venda by onafhanklikwording sal ophou om deel van die Republiek van Suid-Afrika en dus van genoemde provinsie uit te maak; en

Nademaal die Regering van Venda begerig is dat na die datum waarop hy onafhanklik word, daar aan hom bystand verleen word met betrekking tot die verbetering en onderhoud van sodanige trajekte van genoemde paaie as wat in Venda geleë is;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Regering van die Republiek van Suid-Afrika verbind hom daartoe om te verseker—

(a) dat vanaf die datum waarop Venda sy onafhanklikheid verkry (hieronder die "datum van onafhanklikwording" genoem), die Administrasie of sy benoemdes sal voortgaan met die verbetering en onderhoud van die paaie of trajekte van paaie in die Bylae van hierdie Ooreenkoms genoem;

ARTICLE 5

ENTRY INTO FORCE, TERMINATION AND
AMENDMENT

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. L. SCHLEBUSCH.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

MEMORANDUM OF AGREEMENT ENTERED
INTO BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA AND THE
GOVERNMENT OF VENDA IN CONNECTION
WITH THE IMPROVEMENT AND MAINTENANCE
OF CERTAIN PUBLIC ROADS IN
VENDA AND MATTERS INCIDENTAL THERE-
TO

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Administration of the Province of Transvaal (hereinafter referred to as "the Administration") is by law responsible for the construction and maintenance of the roads or sections of roads specified in the Schedule to this Agreement or to render financial assistance to the local authorities in whose areas they are situated in respect of their construction and maintenance; and

Whereas the said roads or certain sections thereof are situated in Venda; and

Whereas Venda upon obtaining independence will cease to form part of the Republic of South Africa and therefore of the said Province; and

Whereas the Government of Venda desires that assistance be rendered to it after the date on which it attains independence, in connection with the improvement and maintenance of such sections of the said roads as are situated in Venda;

Now, therefore, it is hereby agreed between the Government of the Republic of South Africa and the Government of Venda as follows:

ARTICLE 1

The Government of the Republic of South Africa undertakes to ensure—

(a) that the improvement and maintenance of the roads or sections of roads specified in the Schedule to this Agreement shall from the date on which Venda attains independence (hereinafter referred to as the "date of independence") be proceeded with by the Administration or its nominees;

(b) dat aan die Regering van Venda die naam verstrekkend word van enige benoemde in paragraaf (a) hierbo bedoel;

(c) dat elke persoon wat nie 'n burger van Venda is nie en wat vrye en onbelemmerde toegang tot oorgang deur Venda verlang ooreenkomstig die bepalinge van hierdie Ooreenkoms, voorsien sal word van 'n magtigingsbrief waarin onder meer die benaming en adres vermeld word van die beampte in beheer by wie die geldigheid van die magtiging bevestig kan word, indien en wanneer nodig geag;

(d) dat die Administrasie met die Regering van Venda ooreen sal pleeg voor die uitvoering van enige groot herboouings- en/of verbeteringswerke op genoemde paaie of trajekte van paaie.

ARTIKEL 2

Die Regering van Venda verbind hom daartoe—

(a) om, vanaf 1 April ná die datum van onafhanklikwording, die finansiële aanspreeklikheid te aanvaar vir al die koste deur die Administrasie aangegaan in verband met die verbetering en onderhoud van daardie paaie of trajekte van paaie wat in die Bylae genoem word en wat in Venda geleë is;

(b) om te verseker dat alle persone van wie op enige tydstip verlang word dat hulle enige plig onderneem of enige diens verrig in Venda in verband met die verbetering en onderhoud van genoemde paaie of trajekte, toegelaat word om, behoudens die bepalinge van Artikel 3, Venda ongestoord binne te gaan en te verlaat;

(c) om aan alle sodanige persone immunititeit teen strafregtelike vervolging en vrywaring teen siviele aanspreeklikheid te verleen ten opsigte van woorde gesproke of geskryf en alle ander dade deur hulle verrig in die loop van en binne die bestek van die vervulling van hulle pligte: Met dien verstande dat die Regering van die Republiek van Suid-Afrika te eniger tyd op versoek van die Regering van Venda afstand kan doen van sodanige immunititeit indien sodanige immunititeit na die mening van die Regering van Venda die loop van die gereguleerde in Venda sal dwarsboom of belemmer;

(d) om aan die Administrasie alle sodanige bystand te verleen as wat nodig is ten einde plaaslik beskikbare materiaal te verkry vir die verbetering en onderhoud van genoemde paaie of trajekte van paaie.

ARTIKEL 3

Niks in hierdie Ooreenkoms word uitgelê as sou dit op enige wyse die soewereine reg van die Regering van Venda raak om om enige rede wat hy afdoende ag, toegang tot Venda te weier aan enige persoon wat nie 'n burger van Venda is nie of om enige sodanige persoon te gelas om Venda te verlaat nie en die Regering van Venda behou die reg om te eniger tyd toegang tot Venda te weier aan enige persoon wat enige plig in Venda moet vervul in verband met die onderhawige paaie of trajekte of om die verwydering uit Venda van enigiemand wat enige sodanige plig vervul, te eis.

ARTIKEL 4

(a) Hierdie Ooreenkoms tree in werking op die datum van Venda se onafhanklikwording en kan deur enigen van die twee Partye opgesê word deur ses maande skriftelike kennis van beëindiging aan die ander Party langs die diplomatieke kanaal te gee.

(b) that the Government of Venda will be furnished with the name of any nominee referred to in paragraph (a) above;

(c) that every person not being a citizen of Venda, who will require free and unhindered access to or passage through Venda in accordance with the terms of this Agreement, will be furnished with a letter of authority which will, *inter alia*, state the designation and address of the officer in charge where the validity of the authority can be confirmed, if and when deemed necessary;

(d) that the Administration will consult with the Government of Venda prior to the carrying out of any major reconstruction and/or improvement works on the said roads or sections of roads.

ARTICLE 2

The Government of Venda undertakes—

(a) to accept financial liability for all costs incurred by the Administration in connection with the improvement and maintenance of those roads or sections of roads specified in the Schedule which are situated in Venda, as from 1 April following the date of independence;

(b) to ensure that all persons who may at any time be required to undertake any duty or render any service in Venda in connection with the improvement and maintenance of the said roads or sections subject to the provisions of Article 3, be allowed to enter and leave Venda without let or hindrance;

(c) to accord all such persons immunity from criminal prosecution and indemnity against civil liability of words spoken or written and all other acts performed by them in the course and within the scope of the performance of their duties: Provided that the Government of the Republic of South Africa may at any time at the request of the Government of Venda waive such immunity if such immunity will in the opinion of the Government of Venda obstruct or impede the course of justice in Venda;

(d) to accord the Administration all such assistance as may be necessary to obtain locally available material for the improvement and maintenance of the said roads or sections of roads.

ARTICLE 3

Nothing in this Agreement shall be construed as affecting in any way the sovereign right of the Government of Venda for any reason it deems sufficient to refuse entry into Venda to any person who is not a citizen of Venda or to require any such person to leave Venda, and the Government of Venda retains the right at any time to refuse entry into Venda to any person required to perform any duty in Venda in connection with the roads or sections in question or to demand the removal from Venda of any person performing any such duty.

ARTICLE 4

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hul onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. L. SCHLEBUSCH.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Vir die Regering van Venda.

BYLAE

Provinsiale Pad P99-1.
Provinsiale Pad P98-1.
Provinsiale Pad P135-1.
Distrikspad 1253.
Distrikspad 4.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT DIE VERSKAFFING VAN ELEKTRISITEIT DEUR DIE STADSRAAD VAN LOUIS TRICHARDT EN DIE TOESTAAN VAN REGTE AAN DIE STADSRAAD VAN LOUIS TRICHARDT

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkings erken wat tussen die twee Regerings en hulle mense bestaan; en

Nademaal die Provinsiale Raad van die provinsie Transvaal die gesag is met die bevoegdheid om instellings of liggame te stig, te beheer en te reguleer vir die uitvoering en die verrigting van die funksies van plaaslike besture in sekere gebiede binne genoemde provinsie; en

Nademaal die Stadsraad van Louis Trichardt (hieronder genoem die "Raad") 'n plaaslike owerheid is wat aldus gestig is en sodanige funksies het in genoemde provinsie; en

Nademaal die Raad tans bystand verleen deur die verskaffing van elektrisiteit in en aan Venda ooreenkomstig geskrewe ooreenkomste rakende die onderskeie regte en verpligtinge van die Partye, met inbegrip van die gebruiksreg deur die Raad op grond, toerusting en werke in Venda in verband met sodanige diens, finansiële reëlins, die eiendomsreg van sodanige werke en toerusting en aangeleenthede wat daarmee in verband staan; en

Nademaal sekere elektriese kraglyne, deur middel waarvan die Raad ten behoeve van homself elektrisiteit verskaf aan sekere van sy verbruikers in die Republiek van Suid-Afrika, gedeeltelik oor die grondgebied van Venda gaan en aan die Raad, benewens die regte genoem in die voorafgaande paragraaf, die gebruiksreg op grond in Venda toegestaan is vir die doeleindes van sodanige kraglyne en vir werke en toerusting wat daarmee saamgaan; en

Nademaal dit dienstig geag word dat die *status quo* met betrekking tot hierdie aangeleenthede behou word ná die verkryging van onafhanklikheid deur Venda; en

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. L. SCHLEBUSCH.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

SCHEDULE

Provincial Road P99-1.
Provincial Road P98-1.
Provincial Road P135-1.
District Road 1253.
District Road 4.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATIVE TO THE SUPPLY OF ELECTRICITY BY THE TOWN COUNCIL OF LOUIS TRICHARDT AND THE GRANTING OF RIGHTS TO THE TOWN COUNCIL OF LOUIS TRICHARDT

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Provincial Council of the Province of Transvaal is the authority with the power to establish, control and regulate institutions or bodies for the exercise and performance of local governments functions in certain areas within the said Province; and

Whereas the Town Council of Louis Trichardt (hereinafter referred to as the "Council") is a local authority so established and with such functions in the said Province; and

Whereas the Council is presently rendering assistance by supplying electricity in and to Venda in accordance with written agreements relating to the respective rights and obligations of the parties including the beneficial use by the Council of land, equipment and works in Venda in connection with such service, financial arrangements, the ownership of such works and equipment and matters incidental thereto; and

Whereas certain electric power lines, by means of which the Council on its own behalf supplies electricity to certain of its consumers in the Republic of South Africa, partly cross the territory of Venda and the Council has, in addition to the rights referred to in the previous paragraph, been granted the beneficial use of land in Venda for the purpose of such power lines and for works and equipment which are ancillary thereto; and

Whereas it is deemed expedient that the *status quo* should in regard to these matters be maintained after the attainment of independence by Venda; and

Nademaal die Regering van Venda en die Raad die voortsetting verlang van die lewering van sodanige dienste en die voortsetting van, die eiendomsreg op sodanige elektriese kraglyne, werke en toerusting en van die behoud van sodanige regte deur middel van 'n ooreenkoms (hieronder genoem die "Bedryfsooreenkoms") aangegaan tussen genoemde Regering en die Raad; en

Nademaal die Raad voorts elektrisiteit verskaf aan sekere individuele private verbruikers binne gebiede grond in die Republiek van Suid-Afrika wat bestem is om by Venda ingelyf te word op 'n datum of datums waarvoor die genoemde twee Regerings nog moet ooreenkom, en dit dienstig geag word dat die Regering van Venda en die Raad, wanneer sodanige datum of datums finaal vasgestel is, in staat gestel moet wees om uit hoofde van hierdie Ooreenkoms 'n ooreenkoms aan te gaan rakende die voortsetting, al dan nie, van die verskaffing van elektrisiteit in die betrokke gebiede ná hulle inlywing by Venda;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

(a) In hierdie Artikel beteken—

"datum van onafhanklikwording" die datum beoog in artikel 7 van die Wet op die Status van Venda, 1979 (Wet 107 van 1979);

"die grond" grond, uitsluitende die verbeterings daarop, wat voor die datum van onafhanklikwording geleë was binne die Republiek van Suid-Afrika en wat op sodanige datum van onafhanklikwording deur die Raad gebruik is met die doel om voormelde dienste te lewer in en aan Venda of vir doeleindes wat met sy funksies verband hou; en

"verbeterings" enige werke of toerusting, hetsy roerend of onroerend, geleë op die grond of wat daarby behoort.

(b) Die Regering van Venda boekstaaf dat—

(i) hy begerig is dat die Raad voortgaan om voormelde dienste te lewer wat voor en op die datum van onafhanklikwording op dié grond geleë is; en

(ii) die eiendomsreg op die verbeterings op die grond wat voor en op die datum van onafhanklikwording benut is vir die doeleindes van sodanige dienste of vir die doeleindes in verband met dienste wat die Raad ten behoeve van homself lewer, of van verbeterings wat op die grond aangebring is ná sodanige datum vir enige van genoemde dienste, by die Raad berus of bly berus, tensy daarvoor anders ooreengekom is.

(c) Die Regering van Venda verbind hom daartoe om die Raad toe te laat om—

(i) vir voormelde doeleindes die gebruiksreg te behou op die grond wat ná die datum van onafhanklikwording in Venda geleë is;

(ii) verbeterings aan te bring op die grond genoem in paragraaf (c) (i) van hierdie Artikel vir die doeleindes genoem in paragraaf (b) (ii) van hierdie Artikel; en

(iii) vry en onbelemmerde toegang tot die grond genoem in paragraaf (c) (i) van hierdie Artikel, te hê vir gemelde doeleindes.

Whereas the Government of Venda and the Council desire the continuation of the rendering of such services and of the beneficial use by the Council of the land aforesaid and of the ownership of such electric power lines, works and equipment and of the preservation of such rights in terms of an agreement (hereinafter referred to as the "Operational Agreement") to be entered into between the said Government and the Council; and

Whereas the Council further supplies electricity to certain individual private consumers within areas of land in the Republic of South Africa which are intended to be incorporated into Venda on a date or dates still to be agreed upon between the said two Governments, and it is deemed expedient that the Government of Venda and the Council should, when such date or dates have been finally determined, be enabled by virtue of this Agreement, to enter into an agreement in regard to the continuation or otherwise of the supply of electricity in the areas concerned after their incorporation into Venda;

Now therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

(a) In this Article—

"date of independence" means the date contemplated in section 7 of the Status of Venda Act, 1979 (Act 107 of 1979);

"the land" means land, excluding improvements thereon, which prior to the date of independence was situate within the Republic of South Africa and which was, on such date of independence, used by the Council for the purpose of rendering the aforementioned services in and to Venda or for purposes incidental to its functions; and

"improvements" means any works or equipment, whether movable or immovable, situate on the land or appertaining thereto.

(b) The Government of Venda records—

(i) that it desires the Council to continue to render the services aforesaid which prior to and on the date of independence were being rendered on the land; and

(ii) that the ownership in the improvements on the land which prior to and on the date of independence were being utilised for purposes of such services or for purposes related to services which the Council renders on its own behalf, or improvements made on the land after such date for any of the said purposes, shall, unless otherwise agreed to, vest or remain vested in the Council.

(c) The Government of Venda undertakes to allow the Council—

(i) to retain the beneficial use, for the aforesaid purposes, of the land which, after the date of independence, is situate in Venda;

(ii) to make improvements on the land referred to in paragraph (c) (i) of this Article for the purposes referred to in paragraph (b) (ii) of this Article; and

(iii) to have free and unencumbered access to the land referred to in paragraph (c) (i) of this Article for the said purposes.

(d) Die Regering van die Republiek van Suid-Afrika boekstaaf dat die Raad gemagtig is om die dienste te lewer en die funksies uit te voer wat beoog word in enige Bedryfsooreenkoms wat aangegaan word uit hoofde van hierdie Ooreenkoms.

(e) Enige Bedryfsooreenkoms wat aangegaan word uit hoofde van hierdie Ooreenkoms, maak deel uit van en word saamgelees met hierdie Ooreenkoms: Met dien verstande dat—

(i) enige latere ooreenkoms betreffende elektrisiteitsverskaffing aan verbruikers in gebiede wat nog by Venda ingelyf moet word, in die vorm van 'n addendum by sodanige Bedryfsooreenkoms is; en

(ii) ingeval die bepalinge van hierdie Ooreenkoms en dié van sodanige Bedryfsooreenkoms, met inbegrip van enige addendum daarby soos beoog in subparagraaf (i) hierbo, in stryd is met mekaar, die bepalinge van hierdie Ooreenkoms geld.

ARTIKEL 2

(a) Hierdie Ooreenkoms tree in werking op 13 September 1979 en kan deur enigen van die twee Partye opgesê word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee: Met dien verstande dat sodanige kennis van beëindiging nie gegee word nie voor die verstryking van sewe jaar, bereken vanaf voormelde datum.

(b) Enige wysiging van hierdie Ooreenkoms waaroor albei Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. L. SCHLEBUSCH.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR DIE BEWEGING VAN BURGERS VAN VENDA EN VAN DIE REPUBLIEK VAN SUID-AFRIKA OOR DIE GEMEENSKAPLIKE GRENSE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hul mense bestaan; en

Nademaal dit noodsaaklik geag word om sekere reëlings te tref ten einde die beweging van burgers van Venda en burgers van die Republiek van Suid-Afrika oor die gemeenskaplike grense te reguleer vanaf die datum waarop Venda onafhanklikheid verkry; en

Nademaal dit noodsaaklik geag word om ook voorsiening te maak vir verskillende addisionele aangeleenthede rakende burgers van Venda in die Republiek van Suid-Afrika en burgers van die Republiek van Suid-Afrika in Venda;

(d) The Government of the Republic of South Africa records that the Council is empowered to render the services and perform the functions contemplated by any Operational Agreement to be entered into by virtue of this Agreement.

(e) Any Operational Agreement to be entered into by virtue of this Agreement shall form part of and be read with this Agreement: Provided—

(i) that any subsequent agreement relating to the supply of electricity to consumers in areas still to be incorporated into Venda, shall be in the form of an addendum to such Operational Agreement; and

(ii) That in the event of any conflict between the provisions of this Agreement and of such Operational Agreement, including any addendum thereto as contemplated in subparagraph (i) above, the provisions of this Agreement shall prevail.

ARTICLE 2

(a) This Agreement shall commence on 13 September 1979 and may be terminated by either party giving six months' written notice to the other Party through the diplomatic channel: Provided that such notice shall not be given before expiry of seven years calculated from the above date.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. L. SCHLEBUSCH.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE MOVEMENT OF CITIZENS OF THE REPUBLIC OF SOUTH AFRICA AND OF VENDA ACROSS THE COMMON BORDERS

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas it is considered necessary to make certain arrangements to regulate the movement of citizens of the Republic of South Africa and of Venda across the common borders as from the date on which Venda shall attain independence; and

Whereas it is considered necessary also to make provisions for sundry additional matters affecting citizens of Venda in the Republic of South Africa and citizens of the Republic of South Africa in Venda;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die beweging na en die tydelike verblyf in die Republiek van Suid-Afrika van burgers van Venda en die beweging na en tydelike verblyf in Venda van burgers van die Republiek van Suid-Afrika word, behoudens die bepalinge van hierdie Ooreenkoms, beheer deur die wette en regulasies betreffende die toelating tot, verblyf in en vertrek uit die betrokke land.

ARTIKEL 2

Die plekke wat in die Aanhangsel by hierdie Ooreenkoms gespesifiseer word, is die poorte van binnekoms tussen die Republiek van Suid-Afrika en Venda. Geen persoon word toegelaat om die Republiek van Suid-Afrika of Venda binne te gaan nie behalwe deur 'n poort van binnekoms wat in gemelde Aanhangsel gespesifiseer word: Met dien verstande dat 'n burger van die Republiek van Suid-Afrika of 'n burger van Venda, na gelang van die geval, toegelaat kan word om genoemde lande binne te gaan by sodanige ander plekke en behoudens sodanige voorwaardes as wat op sy reisdokument geëndosseer is.

ARTIKEL 3

1. Geen burger van die Republiek van Suid-Afrika word toegelaat om Venda binne te kom of daarin tydelike verblyf te hou en geen burger van Venda word toegelaat om die Republiek van Suid-Afrika binne te kom of daarin tydelike verblyf te hou nie, tensy hy in besit is van 'n geldige reisdokument. Vir die toepassing van hierdie Ooreenkoms erken die Regering van Venda die Suid-Afrikaanse Identiteitsdokument BI 1 en BI 2, bewysboek en reisdokumente uitgereik deur die Regering van die Republiek van Suid-Afrika [en die dokument waarna verwys word in artikel 3 (1) *bis* (c) van die Swartes (Afskaffing van Passe en Koördinerende van Dokumente) Wet, 1952 (Wet 67 van 1952)], as reisdokumente vir die doel van binnekoms in en vertrek uit Venda. Die Regering van die Republiek van Suid-Afrika erken sodanige dokumente van Venda as waaroor ooreengekom word, as reisdokumente vir die doel van binnekoms in en vertrek uit die Republiek van Suid-Afrika.

2. (a) 'n Burger van Venda wat op die datum van Venda se onafhanklikwording tydelike verblyf in die Republiek van Suid-Afrika hou, moet binne 'n tydperk van twee jaar vanaf die datum van onafhanklikwording, of binne sodanige verdere tydperk as waaroor ooreengekom word, 'n Venda-reisdokument verkry. Nadat sodanige reisdokument aan hom uitgereik is, word hy geag wettig toegelaat te wees vir voortgesette verblyf in die Republiek van Suid-Afrika vir sodanige doel en op sodanige voorwaardes as wat op hom van toepassing was voor die datum van onafhanklikwording van Venda. Die doel van sodanige voortgesette tydelike verblyf en die voorwaardes daaraan verbonde, word op sy reisdokument geëndosseer.

(b) Die Regering van die Republiek van Suid-Afrika verbind hom daartoe om ná die datum waarop Venda onafhanklikheid verkry, op agentskapsbasis en teen vergoeding van die werklike koste voort te gaan met die uitreiking van eerste en duplikaat-bewysboeke aan daardie burgers van Venda, hetsy binne of buite Venda, aan wie die Regering van Venda nog nie reisdokumente of Venda-identiteitsdokumente uitgereik het nie. Die

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The movement to and the sojourn in the Republic of South Africa of citizens of Venda and the movement to and the sojourn in Venda of citizens of the Republic of South Africa shall, subject to the provisions of this Agreement, be governed by the laws and regulations regulating the admission to, residence in and the departure from the country in question.

ARTICLE 2

The places specified in the Annexure to this Agreement shall be ports of entry between the Republic of South Africa and Venda. No person shall be permitted to enter the Republic of South Africa or Venda except through a port of entry specified in the said Annexure: Provided that a citizen of the Republic of South Africa or a citizen of Venda, as the case may be, may be permitted so to enter at such other places and under such conditions as may be endorsed on his travel document.

ARTICLE 3

1. No citizen of the Republic of South Africa shall be permitted to enter or sojourn in Venda and no citizen of Venda shall be permitted to enter or sojourn in the Republic of South Africa unless he is in possession of a valid travel document. For the purposes of this Agreement the Government of Venda shall recognise the South African Identity Document BI 1 and BI 2 reference book and travel documents issued by the Government of the Republic of South Africa [and the document referred to in section 3 (1) *bis* (c) of the Blacks (Abolition of Passes and Co-ordination of Documents) Act, 1952 (Act 67 of 1952)], as travel documents for the purpose of entry into and departure from Venda. The Government of the Republic of South Africa shall recognise such documents of Venda as may be agreed upon as travel documents for the purpose of entry into and departure from the Republic of South Africa.

2. (a) A citizen of Venda sojourning in the Republic of South Africa on the date of independence of Venda shall be required to obtain a Venda travel document within a period of two years from the date of independence or such further period as may be agreed upon. On being issued such a travel document he shall be deemed to have been lawfully admitted for continued residence in the Republic of South Africa for such purpose and on such conditions as applied to him prior to the date of independence of Venda. The purpose of such sojourn and the conditions attached thereto shall be endorsed on his travel document.

(b) The Government of the Republic of South Africa undertakes to continue with the issue of first and duplicate reference books on an agency basis at cost after the date on which Venda shall attain independence, to those citizens of Venda both inside and outside Venda who have not yet been issued with travel documents or identity documents by the Government of

geldigheid van sodanige bewysboeke word egter beperk tot die onverstreke gedeelte van die tydperk van twee jaar, of sodanige verdere tydperk as waaroor ooreengekom word, waarbinne 'n burger van Venda 'n reisdokument van Venda moet verkry of tot die datum waarop 'n Venda-reis-of identiteitsdokument aan die houer van so 'n bewysboek uitgereik word, watter datum ook al die vroegste mag wees.

3. Die Regering van die Republiek van Suid-Afrika verbind hom daartoe om redelike fasiliteite te verskaf ten einde die Regering van Venda behulpsaam te wees met die uitreiking van reisdokumente aan burgers van Venda en die Regering van Venda onderneem om burgers van die Republiek van Suid-Afrika wat hulle tydelik in Venda bevind, te help deur hul aansoeke om bewysboeke te ontvang en na die Bewysburo, Privaatsak X200, Pretoria, 0001, deur te stuur.

4. Die Regering van die Republiek van Suid-Afrika verbind hom daartoe om voort te gaan om redelike fasiliteite en hulp met die daarstel van 'n eie bevolkingsregistrasiesstelsel vir Venda en met die implementering van sodanige stelsel beskikbaar te stel aan die Regering van Venda.

ARTIKEL 4

'n Burger van die Republiek van Suid-Afrika wat vir enige doel Venda wil binnegaan of daarin wil bly, moet toestemming hê of verkry van 'n behoorlik gemagtigde beampte van die Regering van Venda, en 'n burger van Venda wat vir enige doel die Republiek van Suid-Afrika wil binnegaan of daarin wil bly, moet toestemming hê of dit verkry van 'n behoorlik gemagtigde beampte van die Regering van die Republiek van Suid-Afrika: Met dien verstande dat 'n burger van enigeen van die twee lande wat in direkte deurreis is of vir 'n tydperk van hoogstens 14 dae wil bly, vrygestel is van die vereiste om genoemde toestemming te verkry: Met dien verstande voorts dat indien, kragtens enige wet, toestemming verkry moet word om in enige bepaalde gebied in die Republiek van Suid-Afrika of in Venda te mag vertoef, sodanige toestemming van die owerheid waarna in die betrokke wet verwys word, verkry moet word.

Die Regering van die Republiek van Suid-Afrika en die Regering van Venda behou elkeen hom die reg voor om gemelde vrystelling in te trek ten opsigte van enige persoon wanneer ook al sodanige optrede deur enigeen van die twee Regerings geag word in die openbare of nasionale belang te wees.

ARTIKEL 5

1. Die reisdokument van 'n burger van die Republiek van Suid-Afrika wat toestemming moet hê om Venda binne te gaan en/of daarin tydelike verblyf te hou vir 'n tydperk van langer as 14 dae, word geëndosseer deur 'n gemagtigde beampte van Venda ten effekte dat die houer toegelaat word om Venda binne te gaan en/of daarin tydelike verblyf te hou, behoudens die voorwaardes wat in die endossement vervat is. Die reisdokument van 'n burger van Venda wat die Republiek van Suid-Afrika wil binne gaan en/of daarin tydelike verblyf wil hou vir 'n tydperk van langer as 14 dae, word geëndosseer deur 'n gemagtigde beampte van die Republiek van Suid-Afrika ten effekte dat die houer toegelaat word om die Republiek van Suid-Afrika binne te gaan en/of daarin tydelike verblyf te hou, behoudens die voorwaardes wat in die endossement vervat is.

2. 'n Burger van die Republiek van Suid-Afrika of 'n burger van Venda wat sy tydelike verblyf wil verleng, moet by die aangewese owerhede om sodanige verlenging aansoek doen.

Venda. The validity of such duplicate reference books will however be restricted to the unexpired period of the two years, or to such further period as may be agreed upon, during which a citizen of Venda or to the date on which a Venda travel or identity document is issued to the holder of such a reference book, whichever date is the earlier.

3. The Government of the Republic of South Africa undertakes to provide reasonable facilities in order to assist the Government of Venda in the issue of travel documents to citizens of Venda and the Government of Venda undertakes to assist citizens of the Republic of South Africa who sojourn in Venda by accepting and transmitting their applications for reference books to the Reference Bureau, Private Bag X200, Pretoria, 0001.

4. The Government of the Republic of South Africa undertakes to continue to provide to the Government of Venda reasonable facilities for and assistance with the establishment of a population registration system for Venda and with the implementation of such system.

ARTICLE 4

A citizen of the Republic of South Africa wishing to enter or remain in Venda for any purpose must have or secure permission from a duly authorised official of the Government of Venda, and a citizen of Venda wishing to enter or remain in the Republic of South Africa for any purpose must have or secure permission from a duly authorised official of the Government of the Republic of South Africa: Provided that a citizen of either country travelling in direct transit or wishing to remain for a period not exceeding 14 days shall be exempt from the requirements of securing the aforesaid permission: Provided further that if in terms of any law permission is required to sojourn in any specific area in the Republic of South Africa or in Venda such permission shall be obtained from the authority referred to in the relative law.

The Government of the Republic of South Africa and the Government of Venda each reserve the right to withdraw the aforementioned exemption in respect of any person whenever such action is considered by it to be in the public or national interest.

ARTICLE 5

1. The travel document of a citizen of the Republic of South Africa who requires permission to enter into and/or sojourn in Venda for a period in excess of 14 days shall be endorsed by an authorised official of Venda, to the effect that the bearer is permitted to entry into and/or sojourn in Venda, subject to the conditions contained in the endorsement. The travel document of a citizen of Venda who wishes to enter into and/or sojourn in the Republic of South Africa for a period in excess of 14 days shall be endorsed by an authorised official of the Republic of South Africa to the effect that the bearer is permitted to enter into and/or sojourn in the Republic of South Africa, subject to the conditions contained in the endorsement.

2. A citizen of the Republic of South Africa, or a citizen of Venda who wishes to prolong his sojourn, shall apply to the appropriate authorities for such extension.

ARTIKEL 6

Geen burger van Venda wat gewerf word vir indiensneming in die Republiek van Suid-Afrika, mag die Republiek van Suid-Afrika binnekom nie tensy hy, bo en behalwe voldoening aan die vereistes van voorgaande Artikels, ook voldoen aan die bepalings van enige ooreenkoms tussen die Regering van Venda en die Regering van die Republiek van Suid-Afrika betreffende die indiensneming van burgers van Venda in die Republiek van Suid-Afrika. Hierdie bepalings is insgelyks van toepassing ten opsigte van burgers van die Republiek van Suid-Afrika wat gewerf word vir indiensneming in Venda.

ARTIKEL 7

Gesondheidsdokumente word nie van burgers van die twee lande vereis wanneer hulle die gemeenskaplike grense oorstek nie. Enigeen van die twee Regerings kan egter besluit dat van burgers wat sy gebied binnegaan, vereis word om in besit te wees van inenting-sertifikate of geskikte gesondheidsertifikate wanneer enigeen van die twee Regerings van mening is dat die omstandighede sodanige handeling regverdig.

ARTIKEL 8

1. Hierdie Ooreenkoms tree in werking op die dag van die onafhanklikwording van Venda en bly geldig vir 'n aanvanklike tydperk van vyf jaar vanaf daardie datum. Daarna word dit outomaties verleng vir 'n tydperk van een jaar op 'n keer maar kan deur enigeen van die twee Partye opgesê word deur aan die ander Party 12 maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

2. Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. L. SCHLEBUSCH.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

AANHANGSEL

LYS VAN POORTE VAN BINNEKOMS (GRENS-OORGANGSPUNTE) TUSSEN DIE REPUBLIEK VAN SUID-AFRIKA EN VENDA

VUWANI 1

1. Waar die pad tussen Louis Trichardt en Punda Milia die westelike grens van die plaas Goedverwachting 19 LT kruis tussen die distrikte Soutpansberg en Vuwani 1.

2. Waar die pad tussen Levubu en die Louis Trichardt/Punda Milia-pad die suidelike grens van die plaas Goedverwachting 19 LT kruis tussen die distrikte Soutpansberg en Vuwani 1.

3. Waar die pad tussen Bandelierskop en Punda Milia die noordoostelike grens van die plaas Waterboom 30 LT kruis tussen die distrikte Soutpansberg en Vuwani 1.

4. Waar die pad die oostelike grens van die plaas Ongedacht 52 LT kruis tussen die distrikte Soutpansberg en Vuwani 1.

ARTICLE 6

No citizen of Venda engaged for employment in the Republic of South Africa shall enter the Republic of South Africa unless, in addition to his complying with the requirements stated in the preceding Articles, he also complies with the provisions of any agreement between the Government of Venda and the Government of the Republic of South Africa relating to the employment of citizens of Venda in the Republic of South Africa. These provisions will similarly apply in respect of citizens of the Republic of South Africa engaged for employment in Venda.

ARTICLE 7

Health documents will not be required of citizens of the two countries when crossing the common borders. However, either Government may decide that citizens passing into its territory may be required to carry vaccination certificates or the appropriate health certificates when either Government deems that circumstances justify such an action.

ARTICLE 8

1. This Agreement shall come into force on the date of independence of Venda and shall be valid for an initial period of five years from that date. Thereafter it shall automatically be extended for a period of one year at a time but may be terminated by either Party giving 12 months' written notice to the other Party through the diplomatic channel.

2. Any amendment of this Agreement mutually agreed upon by the Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. L. SCHLEBUSCH.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

SCHEDULE

LIST OF PORTS OF ENTRY (BORDER CROSSING POINTS) BETWEEN THE REPUBLIC OF SOUTH AFRICA AND VENDA

VUWANI 1

1. Where the road from Louis Trichardt to Punda Milia crosses the western boundary of the farm Goedverwachting 19 LT between the Districts of Soutpansberg and Vuwani 1.

2. Where the road from Levubu to the Louis Trichardt-Punda Milia Road crosses the southern boundary of the farm Goedverwachting 19 LT between the Districts of Soutpansberg and Vuwani 1.

3. Where the road from Bandelierskop to Punda Milia crosses the north-eastern boundary of the farm Waterboom 30 LT between the Districts of Soutpansberg and Vuwani 1.

4. Where the road crosses the eastern boundary of the farm Ongedacht 52 LT between the Districts of Soutpansberg and Vuwani 1.

5. Waar die pad die suidelike grens van die plaas Ongedacht 52 LT kruis tussen die distrikte Soutpansberg en Vuwani 1.

6. Waar die pad die suidelike grens van die plaas Beaufort 32 LT kruis tussen die distrikte Soutpansberg en Vuwani 1.

7. Waar die pad die suidelike grens van die plaas Driefontein 33 LT kruis tussen die distrikte Soutpansberg en Vuwani 1.

8. Waar die pad oor die plaas Malmesbury 72 LT die Shikarispruit tussen die distrikte Giyani en Vuwani 1.

9. Waar die pad die noordoostelike grens van die plaas Malmesbury 72 LT kruis tussen die distrikte Giyani en Vuwani 1.

10. Waar die pad die noordelike grens van die plaas Hoogmoed 69 LT kruis tussen die distrikte Giyani en Vuwani 1.

11. Waar die pad die noordelike grens van die plaas Marseille 65 LT kruis tussen die distrikte Giyani en Vuwani 1.

12. Waar die pad die noordelike grens van die plaas Middelplaats 59 LT kruis tussen die distrikte Giyani en Vuwani 1.

13. Waar die pad die oostelike grens van die plaas Nieuwvlakte 58 LT kruis tussen die distrikte Giyani en Vuwani 1.

14. Waar die pad die oostelike grens van die plaas Caledon 62 LT kruis tussen die distrikte Giyani en Vuwani 1 (twee oorgange).

15. Waar die pad tussen Ha-Davhana en Ka-Nkuri die grens kruis tussen die distrikte Malamulele en Vuwani 1.

16. Waar die pad tussen Ka-Nkuri en Hanani die grens kruis tussen die distrikte Malamulele en Vuwani 1.

17. Waar die pad tussen Ka-Mtititi en die Tlangelanesendingstasie die grens kruis tussen die distrikte Malamulele en Vuwani 1.

18. Waar die pad tussen Bandelierkop en Punda Milia die Mahaberivier kruis tussen die distrikte Malamulele en Vuwani 1.

19. Waar die pad tussen Giyani en Sibasa die Mahaberivier kruis tussen die distrikte Malamulele en Vuwani 1.

VUWANI 2

20. Waar die pad oor die plaas Middelfontein 78 LT die Klein-Letabarivier kruis tussen die distrikte Giyani en Vuwani 2.

21. Waar die pad oor die plaas Bellevue 74 LT die grens kruis tussen die distrikte Giyani en Vuwani 2.

22. Waar die pad die suidelike grens van die plaas Ossenhoek 70 LT kruis tussen die distrikte Giyani en Vuwani 2.

23. Waar die pad die westelike grens van die plaas Helderwater 95 LT kruis tussen die distrikte Giyani en Vuwani 2.

24. Waar die pad die westelike grens van die plaas Zonneblom 105 LT kruis tussen die distrikte Giyani en Vuwani 2.

25. Waar die pad die noordelike grens van die plaas Schaaplaagte 108 LTD kruis tussen die distrikte Sekgose 2 en Vuwani 2.

26. Waar die pad tussen Ga-Phooko en Magoro die noordelike grens van die plaas Koedoesfontein 113 LT kruis tussen die distrikte Sekgose 2 en Vuwani 2.

5. Where the road crosses the southern boundary of the farm Ongedacht 52 LT between the Districts of Soutpansberg and Vuwani 1.

6. Where the road crosses the southern boundary of the farm Beaufort 32 LT between the Districts of Soutpansberg and Vuwani 1.

7. Where the road crosses the southern boundary of the farm Driefontein 33 LT between the Districts of Soutpansberg and Vuwani 1.

8. Where the road over the farm Malmesbury 72 LT crosses the Shikari Spruit between the Districts of Giyani and Vuwani 1.

9. Where the road crosses the north-eastern boundary of the farm Malmesbury 72 LT between the Districts of Giyani and Vuwani 1.

10. Where the road crosses the northern boundary of the farm Hoogmoed 69 LT between the Districts of Giyani and Vuwani 1.

11. Where the road crosses the northern boundary of the farm Marseille 65 LT between the Districts of Giyani and Vuwani 1.

12. Where the road crosses the northern boundary of the farm Middelplaats 59 LT between the Districts of Giyani and Vuwani 1.

13. Where the road crosses the eastern boundary of the farm Nieuwvlakte 58 LT between the Districts of Giyani and Vuwani 1.

14. Where the road crosses the eastern boundary of the farm Caledon 62 LT between the Districts of Giyani and Vuwani 1 (two crossing points).

15. Where the road from Ha-Davhana to Ka-Nkuri crosses the boundary between the Districts of Malamulele and Vuwani 1.

16. Where the road from Ka-Nkuri to Hanani crosses the boundary between the Districts of Malamulele and Vuwani 1.

17. Where the road from Ka-Mtititi to Tlangelane Mission Station crosses the boundary between the Districts of Malamulele and Vuwani 1.

18. Where the road from Bandelierkop to Punda Milia crosses the Mahebe River between the Districts of Malamulele and Vuwani 1.

19. Where the road from Giyani to Sibasa crosses the Mahebe River between the Districts of Malamulele and Vuwani 1.

VUWANI 2

20. Where the road over the farm Middelfontein 78 LT crosses the Klein Letaba River between the Districts of Giyani and Vuwani 2.

21. Where the road over the farm Bellevue 74 LT crosses the boundary between the Districts of Giyani and Vuwani 2.

22. Where the road crosses the southern boundary of the farm Ossenhoek 70 LT between the Districts of Giyani and Vuwani 2.

23. Where the road crosses the western boundary of the farm Helderwater 95 LT between the Districts of Giyani and Vuwani 2.

24. Where the road crosses the western boundary of the farm Zonnebloem 105 LT between the Districts of Giyani and Vuwani 2.

25. Where the road crosses the northern boundary of the farm Schaaplaagte 108 LT between the Districts of Sekgose 2 and Vuwani 2.

26. Where the road from Ga-Phooko to Magoro crosses the northern boundary of the farm Koedoesfontein 113 LT between the Districts of Sekgose 2 and Vuwani 2.

27. Waar die pad die noordelike grens van die plaas Paardekraal 135 LT kruis tussen die distrikte Sekgosesse 2 en Vuwani 2.

28. Waar die pad die noordwestelike grens van die plaas Paardekraal 135 LT kruis tussen die distrikte Sekgosesse 2 en Vuwani 2.

29. Waar die pad die oostelike grens van die plaas Setale 122 LT kruis tussen die distrikte Sekgosesse 2 en Vuwani 2.

30. Waar die pad oor die plaas Rietvlei 130 LT die westelike grens van die plaas Rietvlei 130 LT kruis tussen die distrikte Soutpansberg en Vuwani 2 (twee oorgange).

31. Waar die pad tussen Zoekmekaar en Elim die westelike grens van die plaas Rietvlei 130 LT kruis tussen die distrikte Soutpansberg en Vuwani 2.

32. Waar die pad die noordelike grens van die plaas Wakkerstroom 484 LS kruis tussen die distrikte Soutpansberg en Vuwani 2.

33. Waar die pad die noordelike grens van Gedeelte 13 van die plaas Doornhoek 480 LS kruis tussen die distrikte Soutpansberg en Vuwani 2.

34. Waar die pad die noordoostelike grens van Gedeelte 16 van die plaas Doornhoek 480 LS kruis tussen die distrikte Soutpansberg en Vuwani 2.

35. Waar die pad die suidelike grens van Gedeelte 8 van die plaas Doornhoek 480 LS kruis tussen die distrikte Soutpansberg en Vuwani 2.

36. Waar die pad die noordoostelike grens van die plaas Overschot 408 LS kruis tussen die distrikte Soutpansberg en Vuwani 2.

37. Waar die pad tussen Ga-Mathule en Elim die suidelike grens van die plaas Roodegrond 393 LS kruis tussen die distrikte Soutpansberg en Vuwani 2.

38. Waar die pad oor die plaas Rossbach 83 LT die Klein-Letabarivier kruis tussen die distrikte Giyani en Vuwani 2.

39. Waar die pad oor die plaas Maschappe 82 LT die Klein-Letabarivier kruis tussen die distrikte Giyani en Vuwani 2 (twee oorgange).

DZANANI 1

40. Waar die pad tussen Louis Trichardt en Sibasa die noordoostelike grens van die plaas Piesanghoek 244 MT kruis tussen die distrikte Louis Trichardt en Dzanani 1.

41. Waar die pad tussen Piesanghoek en Matshavhawe die noordoostelike grens van die plaas Piesanghoek 244 MT kruis tussen die distrikte Louis Trichardt en Dzanani 1.

42. Waar die pad tussen Wyllie's Poort en Sibasa die noordoostelike grens van die plaas Parkfield 725 MS kruis tussen die distrikte Soutpansberg en Dzanani 1.

43. Waar die pad die oostelike grens van die plaas Overwinning 713 MS kruis tussen die distrikte Soutpansberg en Dzanani 1.

44. Waar die pad die suidelike grens van die plaas Coen Britz (Mutambarivier) kruis tussen die distrikte Soutpansberg en Dzanani 1.

45. Waar die pad die oostelike grens van die plaas The Duel 186 MT kruis tussen die distrikte Soutpansberg en Dzanani 1 (twee oorgange).

46. Waar die pad die suidelike grens van die plaas Nairobi 181 MT kruis tussen die distrikte Soutpansberg en Dzanani 1.

47. Waar die pad die suidelike grens van die plaas Ter Blanche 155 MT kruis tussen die distrikte Messina en Dzanani 1.

27. Where the road crosses the northern boundary of the farm Paardekraal 135 LT between the Districts of Sekgosesse 2 and Vuwani 2.

28. Where the road crosses the north-western boundary of the farm Paardekraal 135 LT between the Districts of Sekgosesse 2 and Vuwani 2.

29. Where the road crosses the eastern boundary of the farm Setale 122 LT between the Districts of Sekgosesse 2 and Vuwani 2.

30. Where the road over the farm Rietvlei 130 LT crosses the western boundary of the farm Rietvlei 130 LT between the Districts of Soutpansberg and Vuwani 2 (two crossing points).

31. Where the road from Zoekmekaar to Elim crosses the western boundary of the farm Rietvlei 130 LT between the Districts of Soutpansberg and Vuwani 2.

32. Where the road crosses the northern boundary of the farm Wakkerstroom 484 LS between the Districts of Soutpansberg and Vuwani 2.

33. Where the road crosses the northern boundary of Portion 13 of the farm Doornhoek 480 LS between the Districts of Soutpansberg and Vuwani 2.

34. Where the road crosses the north-eastern boundary of Portion 16 of the farm Doornhoek 480 LS between the Districts of Soutpansberg and Vuwani 2.

35. Where the road crosses the southern boundary of Portion 8 of the farm Doornhoek 480 LS between the Districts of Soutpansberg and Vuwani 2.

36. Where the road crosses the north-eastern boundary of the farm Overschot 408 LS between the Districts of Soutpansberg and Vuwani 2.

37. Where the road from Ga-Mathule to Elim crosses the southern boundary of the farm Roodegrond 393 LS between the Districts of Soutpansberg and Vuwani 2.

38. Where the road over the farm Rossbach 83 LT crosses the Klein Letaba River between the Districts of Giyani and Vuwani 2.

39. Where the road over the farm Maschappe 82 LT crosses the Klein Letaba River between the Districts of Giyani and Vuwani 2 (two crossing points).

DZANANI 1

40. Where the road from Louis Trichardt to Sibasa crosses the north-eastern boundary of the farm Piesanghoek 244 MT between the Districts of Louis Trichardt and Dzanani 1.

41. Where the road from Piesanghoek to Matshavhawe crosses the north-eastern boundary of the farm Piesanghoek 244 MT between the Districts of Louis Trichardt and Dzanani 1.

42. Where the road from Wyllie's Poort to Sibasa crosses the north-eastern boundary of the farm Parkfield 725 MS between the Districts of Soutpansberg and Dzanani 1.

43. Where the road crosses the eastern boundary of the farm Overwinning 713 MS between the Districts of Soutpansberg and Dzanani 1.

44. Where the road crosses the southern boundary of the farm Coen Britz (Mutamba River) between the Districts of Soutpansberg and Dzanani 1.

45. Where the road crosses the eastern boundary of the farm The Duel 186 MT between the Districts of Soutpansberg and Dzanani 1 (two crossing points).

46. Where the road crosses the southern boundary of the farm Nairobi 181 MT between the Districts of Soutpansberg and Dzanani 1.

47. Where the road crosses the southern boundary of the farm Ter Blanche 155 MT between the Districts of Messina and Dzanani 1.

48. Waar die pad die suidelike grens van die plaas Amonda 159 MT kruis tussen die distrikte Messina en Dzanani 1.

MUTALE

49. Waar die pad na die Ngwanedzidam die suidelike grens van die plaas Gaandrik 162 MT (Ngwanedzirivier) kruis tussen die distrikte Messina en Mutale.

50. Waar die pad tussen Trevenna en Sibasa die suid-oostelike grens van die plaas Ziska 122 MT (Ngwanedzirivier) kruis tussen die distrikte Messina en Mutale.

51. Waar die pad die suidoostelike grens van die plaas Hetty 93 MT kruis tussen die distrikte Messina en Mutale.

52. Waar die pad van Chipise en Messina na Masisi die oostelike grens van die plaas Feskraal 85 MT kruis tussen die distrikte Messina en Mutale.

SIBASA

53. Waar die sekondêre pad tussen Mhinga's Location 258 MT en Sibasa die Luvuvhurivier kruis tussen die distrikte Malamulele en Sibasa.

54. Waar die pad tussen Tshikonelo geleë op die plaas Lock 270 MT en die Sibasa/Punda Milia-pad die grens kruis tussen die distrikte Malamulele en Sibasa.

55. Waar die pad tussen Sibasa en Punda Milia die Luvuvhurivier op die noordwestelike grens van die plaas Segalo's Location 286 MT kruis tussen die distrikte Sibasa en Malamulele.

56. Waar die pad tussen Sibasa en Giyani die westelike grens van die plaas Mawambe's Location 281 MT kruis tussen die distrikte Malamulele en Sibasa.

57. Waar die pad tussen Khakhanwa en Mawambe die westelike grens van die plaas Mawambe's Location 281 MT kruis tussen die distrikte Malamulele en Sibasa.

58. Waar die pad tussen Bandelierkop en Punda Milia die westelike grens van die plaas Mawambe's Location 281 MT kruis tussen die distrikte Malamulele en Sibasa.

59. Waar die pad tussen Bandelierkop en Punda Milia die grens op Molenje's Location 204 LT kruis tussen die distrikte Malamulele en Sibasa.

60. Waar die pad tussen Molenje's Location 204 LT en Locatie van de Knopneuzen 230 LT oor Ka-Phaphazela die grens kruis tussen die distrikte Malamulele en Sibasa.

61. Waar die pad tussen Molenje's Location 204 LT en Locatie van de Knopneuzen 230 LT die grens kruis tussen die distrikte Malamulele en Sibasa.

62. Waar die pad tussen Molenje's Location 204 LT en Locatie van de Knopneuzen 230 LT oor Ka-Hasane die grens kruis tussen die distrikte Malamulele en Sibasa.

63. Waar die pad tussen Giyani en Sibasa die Luvuvhurivier kruis tussen die distrikte Malamulele en Sibasa.

64. Waar die pad vanaf die Thathevondo-plantasie oor Khongorone na die Entabeni-plantasie die noordelike grens van die plaas Entabeni 251 MT kruis tussen die distrikte Soutpansberg en Sibasa.

Voetnoot.—Aanvanklik sal daar nie by alle poorte van binnekoms paspoortbeheerposte opgerig of paspoortbeheerbeamptes gestasioneer word nie.

48. Where the road crosses the southern boundary of the farm Amonda 159 MT between the Districts of Messina and Dzanani 1.

MUTALE

49. Where the road to the Ngwanedzi Dam crosses the southern boundary of the farm Gaandrik 162 MT (Ngwanedzi River) between the Districts of Messina and Mutale.

50. Where the road from Trevenna to Sibasa crosses the south-eastern boundary of the farm Ziska 122 MT (Ngwanedzi River) between the Districts of Messina and Mutale.

51. Where the road crosses the south-eastern boundary of the farm Hetty 93 MT between the Districts of Messina and Mutale.

52. Where the road from Chipise and Messina to Masisi crosses the eastern boundary of the farm Feskraal 85 MT between the Districts of Messina and Mutale.

SIBASA

53. Where the secondary road from Mhinga's Location 258 MT to Sibasa crosses the Luvuvhu River between the Districts of Malamulele and Sibasa.

54. Where the road from Tshikonelo situated on the farm Lock 270 MT, to the Sibasa-Punda Milia Road crossing to the boundary between the Districts of Malamulele and Sibasa.

55. Where the road from Sibasa to Punda Milia crosses the Luvuvhu River, on the north-western boundary of the farm Segalo's Location 286 MT between the Districts of Sibasa and Malamulele.

56. Where the road from Sibasa to Giyani crosses the western boundary of the farm Mawambe's Location 281 MT between the Districts of Malamulele and Sibasa.

57. Where the road from Khakhanwa to Mawambe crosses the western boundary of the farm Mawambe's Location 281 MT between the Districts of Malamulele and Sibasa.

58. Where the road from Bandelierkop to Punda Milia crosses the western boundary of the farm Mawambe's Location 281 MT between the Districts of Malamulele and Sibasa.

59. Where the road from Bandelierkop to Punda Milia crosses the boundary between the Districts of Malamulele and Sibasa on Molenje's Location 204 LT.

60. Where the road from Molenje's Location 204 LT to the Locatie van de Knopneuzen 230 LT via Ka-Phaphazela crosses the boundary between the Districts of Malamulele and Sibasa.

61. Where the road from Molenje's Location 204 LT to the Locatie van de Knopneuzen 230 LT crosses the boundary between the Districts of Malamulele and Sibasa.

62. Where the road from Molenje's Location 204 LT to the Locatie van de Knopneuzen 230 LT via Ka-Hasane crosses the boundary between the Districts of Malamulele and Sibasa.

63. Where the road from Giyani to Sibasa crosses the Luvuvhu River between the Districts of Malamulele and Sibasa.

64. Where the road from Thathevondo Plantation via Khongorone to Entabeni Plantation crosses the northern boundary of the farm Entabeni 251 MT between the Districts of Soutpansberg and Sibasa.

Footnote.—Passport control posts will not be established at all ports of entry nor will passport control officers be stationed at these ports initially.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR DIE REGISTRASIE VAN KIESERS EN DIE HOU VAN VERKIESINGS

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee regerings en hul mense bestaan, erken; en

Nademaal Venda by onafhanklikwording sal ophou om deel van die Republiek van Suid-Afrika te wees; en

Nademaal die wette van Venda wat betrekking het op die registrasie van kiesers en die hou van verkiesings, voorsiening maak vir die registrasie van kiesers en die uitbring van stemme deur kiesers van Venda buite die grense van Venda; en

Nademaal die Regering van die Republiek van Suid-Afrika begerig is om die kiesers van Venda in die Republiek van Suid-Afrika te help by hul deelname aan verkiesings van Venda; en

Nademaal die Regering van Venda begerig is om die Republiek van Suid-Afrika te help met die registrasie van Suid-Afrikaanse kiesers in Venda en om hul deelname aan Suid-Afrikaanse verkiesings te vergemaklik;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda hierby soos volg ooreenkom:

ARTIKEL 1

Die Regering van die Republiek van Suid-Afrika en sy amptenare oefen in die Republiek van Suid-Afrika namens die Regering van Venda al die bevoegdhede en funksies uit wat voorgeskryf is by Proklamasie R. 13 van 1973, soos van tyd tot tyd gewysig, betreffende die uitbring van stemme deur kiesers van Venda in die Republiek van Suid-Afrika tydens verkiesings van Venda.

ARTIKEL 2

Die Regering van Venda verskaf alle vorms, skryfbehoeftes en toerusting vir die behoorlike uitoefening van genoemde funksies.

ARTIKEL 3

Die Regering van Venda betaal aan die Regering van die Republiek van Suid-Afrika alle uitgawes aangegaan aan reise in verband met die uitoefening van genoemde funksies terug; sodanige terugbetaling word gedoen op die basis van bestaande tariewe van toepassing op die gebruik van staats- of ander vervoer in die Republiek van Suid-Afrika.

ARTIKEL 4

Die Regering van die Republiek van Suid-Afrika eis geen terugbetaling nie waar enige van genoemde funksies deur sy amptenare in die gewone loop van hul pligte en gedurende hul normale werksure uitgeoefen word, behalwe soos van tyd tot tyd deur die Regering van Venda bepaal word met betrekking tot—

(i) 'n kiesbeampte, 'n voorsittende beampte, 'n stemopnemer en getuies gedurende 'n verkiesing waar geen bykomende stemlokale in sy distrik ingerig word nie; en

(ii) voorsittende beamptes, stemopnemers en getuie gedurende 'n verkiesing waar bykomende stemlokale in 'n distrik ingerig word.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE REGISTRATION OF VOTERS AND THE CONDUCT OF ELECTIONS

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas Venda upon obtaining independence will cease to be part of the Republic of South Africa; and

Whereas the laws of Venda relating to the registration of voters and the conduct of election provide for the registration of voters and the polling by voters of Venda outside the borders of Venda; and

Whereas the Government of the Republic of South Africa is desirous of assisting the voters of Venda in the Republic of South Africa in participating in elections in Venda; and

Whereas the Government of Venda is desirous of assisting the Republic of South Africa in the registration of South African voters in Venda and in facilitating their participation in South African elections;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

That the Government of the Republic of South Africa and its officials shall exercise in the Republic of South Africa on behalf of the Government of Venda all the powers and functions prescribed in Proclamation R. 13 of 1973, as amended from time to time, relating to the voting by voters of Venda in the Republic of South Africa during elections of Venda.

ARTICLE 2

That the Government of Venda shall provide all forms, stationery, equipment for the due performance of aforementioned functions.

ARTICLE 3

That the Government of Venda shall reimburse the Government of the Republic of South Africa in respect of all expenses incurred on travelling connected with the performance of the aforementioned functions; such reimbursement shall be effected on the basis of ruling tariffs applying to the use of Government or other transport in the Republic of South Africa.

ARTICLE 4

The Government of the Republic of South Africa shall claim no reimbursement where any of the functions referred to are performed by its officials during the ordinary course of their duties and during their normal working hours, except as is provided for from time to time by the Government of Venda in relation to—

(i) a returning officer, presiding officer, polling officer and witnesses during an election where no additional polling stations are established in his district; and

(ii) presiding officers, polling officers and witnesses during an election where additional polling stations are established in a district.

ARTIKEL 5

Nademaal die Regering van die Republiek van Suid-Afrika deur bemiddeling van sy Departement van Samewerking en Ontwikkeling beskik oor die rekords ten opsigte van geregistreerde kiesers en nademaal na verwagting die Regering van Venda nie die oornam en instandhouding van hierdie rekords onmiddellik na onafhanklikwording sal kan behartig nie, hou die Regering van die Republiek van Suid-Afrika steeds genoemde rekords in stand en voorsien hy die Regering van Venda van meesterlyste en ander inligting wat nodig is vir die behoorlike opstel en druk van kieserslyste. Aan die ander kant vergoed die Regering van Venda die Regering van die Republiek van Suid-Afrika vir enige redelike koste wat in hierdie verband aangegaan word.

ARTIKEL 6

Die Regering van Venda weerhou hom van enige handeling wat die registrasie van Suid-Afrikaanse kiesers wat in Venda woon, sal verhinder of hulle behoorlike deelname aan Suid-Afrikaanse verkiesings sal belemmer.

ARTIKEL 7

(a) Hierdie Ooreenkoms tree in werking op die dag van die onafhanklikwording van Venda en kan beëindig word deur enigeen van die twee Partye met 12 maande skriftelike kennisgewing aan die ander Party langs die diplomatieke kanaal.

(b) Enige wysiging van hierdie Ooreenkoms waaroor die Partye ooreengekom het, word aangebring deur die wisseling van Diplomatieke Notas tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. L. SCHLEBUSCH.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR OPGAWES WAT VERSTREK MOET WORD DEUR DIE REGERING VAN VENDA MET VERMELDING VAN BESONDERHEDE VAN DIE DOOD VAN EN DIE OPLEGGING VAN SEKERE VONNISSE OP SEKERE PERSONE WAT SUID-AFRIKAANSE BURGERS IS ASOOK DIE UITOEFENING VAN BEVOEGDHEDE EN FUNKSIES AAN 'N VOORSITTENDE BEAMPTTE VIR STEMME VAN SPESIALE KIESERS VERLEEN OF OPGEDRA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hul mense bestaan, erken; en

Nademaal Venda by onafhanklikwording sal ophou om deel van die Republiek van Suid-Afrika te wees; en

ARTICLE 5

Whereas the Government of the Republic of South Africa through its Department of Co-operation and Development is in possession of records in respect of registered voters and whereas it is anticipated that the Government of Venda will not be in a position to take over and maintain these records immediately after independence, the Government of the Republic of South Africa shall continue to maintain the said records and to provide the Government of Venda with such master lists and other information as may be required for the proper preparation and printing of voters' lists. The Government of Venda on the other hand shall compensate the Government of the Republic of South Africa for any reasonable costs incurred in this connection.

ARTICLE 6

The Government of Venda shall refrain from taking any action which will prevent the registration of South African voters resident in Venda or hamper their proper participation in South African elections.

ARTICLE 7

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving 12 months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. L. SCHLEBUSCH.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO RETURNS TO BE FURNISHED BY THE GOVERNMENT OF VENDA CONTAINING PARTICULARS REGARDING THE DEATH OF AND THE IMPOSITION OF CERTAIN SENTENCES UPON CERTAIN PERSONS WHO ARE SOUTH AFRICAN CITIZENS AS WELL AS THE EXERCISING OF THE POWERS AND THE CARRYING OUT OF THE FUNCTIONS CONFERRED OR IMPOSED UPON A PRESIDING OFFICER FOR VOTES OF SPECIAL VOTERS

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas Venda upon obtaining independence will cease to be part of the Republic of South Africa; and

Nademaal die wette van die Republiek van Suid-Afrika en Venda voorsiening maak vir die registrasie van en die uitbring van stemme deur sekere kiesers wat hulle tuiste in onafhanklike state het; en

Nademaal beide Regerings begerig is om mekaar te help met die registrasie van sodanige kiesers wat hulle tuiste in die gebied van die ander Party het en om hul deelname aan verkiesings te vergemaklik;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Vir die doeleindes van verkiesings in die Republiek van Suid-Afrika laat stuur die Regering van Venda maandeliks so gou moontlik aan die Sekretaris van Binnelandse Sake van die Republiek van Suid-Afrika die volgende:

(a) 'n Opgawe met besonderhede van die dood van elke persoon wat 'n Suid-Afrikaanse burger is en wat ten tyde van sy dood die ouderdom van 18 jaar of ouer bereik het en in Venda gewoon het;

(b) 'n opgawe met besonderhede van elke persoon van 18 jaar of ouer wat 'n Suid-Afrikaanse burger is en wat deur 'n hof in Venda skuldig bevind is—

(i) aan hoogverraad; of

(ii) aan moord; of

(iii) aan 'n oortreding ingevolge enige wet wat van toepassing is in Venda en wat ten doel het die bestryding van kommunisme of terrorisme, ten opsigte waarvan hy gevonnissen is tot 'n tydperk van gevangenisstraf sonder die keuse van 'n boete.

ARTIKEL 2

Die Regering van Venda maak daarvoor voorsiening dat enige regterlike amptenaar van Venda of enige amptenaar wat in opdrag en onder die beheer van sodanige regterlike amptenaar optree, met betrekking tot enige spesiale kieser wat sy tuiste in Venda het, al die bevoegdhede en funksies uitoefen wat aan 'n voorsittende beampte vir stemme van spesiale kiesers ingevolge enige wet van die Republiek van Suid-Afrika verleen of opgedra is.

ARTIKEL 3

Die Regering van die Republiek van Suid-Afrika verskaf al die vorms, skryfbehoeftes en ander toerusting vir die behoorlike uitoefening van voornoemde funksies.

ARTIKEL 4

Waar enigeen van genoemde funksies deur amptenare van die Regering van Venda in die gewone loop van hul pligte en gedurende hul normale werksure uitgeoefen word, eis die Regering van Venda nie terugbetaling ten opsigte van die uitoefening van sodanige funksies nie.

ARTIKEL 5

Die Regering van Venda doen niks wat die registrasie van Suid-Afrikaanse kiesers wat hulle tuiste in Venda het, sal verhinder of hulle behoorlike deelname aan verkiesings wat in die Republiek van Suid-Afrika gehou word, sal belemmer nie.

ARTIKEL 6

Met betrekking tot die aangeleenthede waarvoor in hierdie Ooreenkoms voorsiening gemaak is, verleen die Regering van die Republiek van Suid-Afrika insgelyks bystand aan die Regering van Venda ooreenkomstig die wette van Venda.

Whereas the laws of the Republic of South Africa and Venda provide for the registration of and the voting by certain voters having their homes within independent states; and

Whereas both Governments are desirous of assisting each other in the registration of such voters having their homes within the territory of the other party and in facilitating their participation in elections;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

That the Government of Venda shall, for the purposes of elections in the Republic of South Africa, as soon as possible in each month cause to be transmitted to the Secretary for the Interior of the Republic of South Africa—

(a) a return containing particulars of the death of every person who is a South African citizen and who had, at the time of his death, reached the age of 18 years or older and has had his home in Venda;

(b) a return containing particulars regarding every person of 18 years or older who is a South African citizen and has been convicted by any court in Venda—

(i) of treason; or

(ii) of murder; or

(iii) of an offence under any law which is applicable in Venda and which has as its object the combating of communism or terrorism, in respect of which he has been sentenced to a period of imprisonment without the option of a fine.

ARTICLE 2

That the Government of Venda shall make provision therefore that any judicial officer of Venda or any officer acting on the instructions and under the control of such a judicial officer shall in relation to any special voter having his home in Venda, exercise all the powers and carry out all the functions conferred upon a presiding officer for votes of special voters by any Act of the Republic of South Africa.

ARTICLE 3

That the Government of the Republic of South Africa shall provide all forms, stationery and other equipment for the due performance of the aforementioned functions.

ARTICLE 4

That where any of the functions referred to are performed by officials of the Government of Venda during the ordinary course of their duties and during their normal working hours the Government of Venda shall not claim any reimbursement in respect of the performance of such functions.

ARTICLE 5

That the Government of Venda shall not take any action which will prevent the registration of South African voters having their home in Venda or hamper their proper participation in elections held in the Republic of South Africa.

ARTICLE 6

That in regard to the matters provided for in this Agreement the Government of the Republic of South Africa will similarly assist the Government of Venda in terms of the laws of Venda.

ARTIKEL 7

(a) Hierdie Ooreenkoms tree in werking op die dag van die onafhanklikwording van Venda en kan beëindig word deur enigeen van die twee Partye met skriftelike kennisgewing van 12 maande aan die ander Party langs die diplomatieke kanaal.

(b) Enige wysiging van hierdie Ooreenkoms waaroor die Partye ooreenkom, word aangebring deur die wisseling van Diplomatieke Notas tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. L. SCHLEBUSCH.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT SEKERE BURGERSKAPS- EN VERWANTE AANGELEENTHEDE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal dit wenslik is dat 'n reëling getref word ter afhandeling van vraagstukke met betrekking tot burgerskap, wat mag voortspruit uit die verkryging van onafhanklikheid deur Venda;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda hierby soos volg ooreenkom:

ARTIKEL 1

(a) Daar is 'n gesamentlike Burgerskapsraad waarin die Regering van Venda en die Regering van die Republiek Suid-Afrika elk drie verteenwoordigers het.

(b) Die lede van die Raad kies uit eie geledere die eerste voorsitter, wat die amp vir 'n tydperk van 12 maande bekleë; daarna word die voorsitterskap van die Raad, met tussenpose van 12 maande, om die beurt deur 'n verteenwoordiger van Venda of 'n verteenwoordiger van die Republiek van Suid-Afrika bekleë.

(c) Vraagstukke voor die Raad word deur meerderheidstem beslis; elke lid het een stem en die Voorsitter het, benewens 'n gewone stem, ook 'n beslissende stem.

(d) Vier lede van die Raad vorm 'n kworum.

(e) Die Raad vergader op sodanige tye en op sodanige plekke as wat die Voorsitter bepaal, en kom minstens een keer elke 12 maande byeen.

ARTIKEL 2

Die Burgerskapsraad oorweeg, wanneer daar twyfel bestaan, gevalle betreffende die burgerskap van persone wat deur of die Regering van Venda of die Regering van die Republiek van Suid-Afrika na hom verwys word vir 'n bevinding deur die Raad oor die burgerskap van die betrokke persoon.

ARTICLE 7

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving 12 months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. L. SCHLEBUSCH.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO CERTAIN CITIZENSHIP AND RELATED MATTERS

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas it is desirable that an arrangement be made whereby questions relating to citizenship which may arise from the attainment of independence by Venda can be settled;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

(a) There shall be a joint Citizenship Board on which the Government of Venda and the Government of the Republic of South Africa shall each have three representatives.

(b) The members of the Board shall elect from their number the first chairman to hold office for a period of 12 months; thereafter the chairmanship of the Board shall alternate between a representative of Venda and a representative of the Republic of South Africa at twelve-monthly intervals.

(c) Questions before the Board shall be decided by majority vote, each member having one vote and the chairman having a casting vote in addition to an ordinary vote.

(d) Four members of the Board shall constitute a quorum.

(e) The Board shall meet at the times and places determined by the Chairman and shall meet at least once every 12 months.

ARTICLE 2

The Citizenship Board shall, where a doubt exists, consider cases regarding the Citizenship of persons referred to it by either the Government of Venda or the Government of the Republic of South Africa for a finding by the Board as to the citizenship of the person concerned.

ARTIKEL 3

Die Burgerskapsraad kom vir die eerste keer byeen op 'n datum wat aanvaarbaar is vir sowel die Regering van Venda as die Regering van die Republiek van Suid-Afrika en oorweeg elke geval wat na hom verwys word, ooreenkomstig sodanige prosedurereëls as wat die Voorsitter van tyd tot tyd in oorleg met lede van die Raad bepaal.

ARTIKEL 4

Sodanige bevinding van die Raad is bindend vir die Regering van Venda en die Regering van die Republiek van Suid-Afrika en is finaal.

ARTIKEL 5

Die Regering van Venda verbind hom daartoe om nie later nie as die tweede sessie van die Venda Wetgewende liggaam wetgewing aan te neem waarby die prosedure in hierdie Ooreenkoms uiteengesit, wetlik voorgeskryf word, terwyl die Regering van die Republiek van Suid-Afrika hom ook daartoe verbind om enige wetgewing aan te neem wat nodig mag wees om hierdie bepaling ten uitvoer te bring.

ARTIKEL 6

(a) Hierdie Ooreenkoms tree in werking op die dag van die onafhanklikwording van Venda en kan deur enigeen van die twee Partye opgesê word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreengekom het, word aangebring deur die wisseling van Diplomatieke Notas tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. L. SCHLEBUSCH.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

MINISTERIE VAN BOSBOU

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA BETREFFENDE SAMEWERKING OP DIE GEBIED VAN BOSBOUTEKNOLOGIE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hulle mense bestaan; en

Nademaal Suidelike Afrika swak bedeel is met natuurlike houtbronne; en

Nademaal dit essensieel is om die produksie van hout as grondstof te reguleer en te stimuleer; en

Nademaal dit noodsaaklik is dat bergopvanggebiede bestuur word op 'n wyse wat die maksimum hoeveelheid onbesoedelde water sal verseker;

ARTICLE 3

The Citizenship Board shall initially convene on a date mutually acceptable to the Government of Venda and the Government of the Republic of South Africa and shall consider each case referred to it in accordance with the rules of procedure as may be determined from time to time by the Chairman in consultation with members of the Board.

ARTICLE 4

Such finding by the Board shall be binding on the Government of Venda and the Government of the Republic of South Africa, and shall be final.

ARTICLE 5

The Government of Venda undertakes to pass legislation not later than the second session of the Venda legislature whereby the procedure set out in this Agreement shall be laid down by law, while the Government of the Republic of South Africa also undertakes to pass any legislation which may become necessary to give effect to this provision.

ARTICLE 6

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. L. SCHLEBUSCH.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

MINISTRY OF FORESTRY

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING CO-OPERATION IN THE FIELD OF FOREST TECHNOLOGY

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas Southern Africa is poorly endowed with natural timber resources; and

Whereas it is essential to regulate and stimulate the production of timber as a raw material; and

Whereas it is imperative that mountain catchment areas be managed in a way which will ensure the maximum quantity of unpolluted water;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Elke Party hou op 'n basis, nader omskryf in Aangangsel A, 'n rekord van statistieke van houtproduksie, houtverwerking en houtverkope binne sy gebied.

ARTIKEL 2

Die Partye ruil gereeld die statistieke geboekstaaf ingevolge Artikel 1 uit, en die Regering van die Republiek van Suid-Afrika gebruik sodanige statistieke om 'n opsomming te maak van houtproduksie, houtverwerking en die afset van hout ten opsigte van die gebiede van die Partye.

ARTIKEL 3

Terwyl elke Party die onbetwisbare reg van die ander erken om na goeë dinge self te besluit oor die vestiging van houtverwerkingsnywerhede binne sy gebied, stel elke Party, wanneer enige houtverwerkingsnywerheid binne sy gebied gevestig gaan word, die ander Party in die beplanningstadium daarvan in kennis en verstrek aan die ander Party besonderhede oor die vermoë, ligging en bron van die grondstof van die installasie en oor die produkte wat geproduseer word.

ARTIKEL 4

Uitgaande van die standpunt dat dit vir die vestiging van houtverwerkingsnywerhede belangrik is dat sodanige nywerhede verseker moet wees van 'n gereelde en volgehoue toevoer van grondstowwe, bestuur elke Party die plantasie-ondernemings in sy gebied so dat die maksimum volgehoue opbrengs bosprodukte verseker sal word. Indien enigeen van die Partye 'n verandering in die bestuursdoel van 'n timmerhoutplantasie in sy gebied toelaat wat 'n wesentlike uitwerking op die beskikbaarheid van houtvoorrade kan hê, stel hy die ander Party daarvan in kennis.

ARTIKEL 5

Gedagtig daaraan dat die bestuur van timmerhoutplantasies en houtverwerkingsnywerhede kundigheid verg en dat slegs 'n paar opleidingsinrigtings in Suid-Afrika bosboukundiges—beide vakkundig en tegniese—oplei, stel die Regering van die Republiek van Suid-Afrika, op 'n basis waarvoor ooreengekom word, vakkundige en tegniese bosboukundiges in die belang van die ontwikkeling van bosbou aan die Regering van Venda beskikbaar.

ARTIKEL 6

Die Regering van die Republiek van Suid-Afrika reserveer sover moontlik werkgeleenthede in bosbou-streke aangrensend aan Venda vir burgers van Venda en die Regering van Venda laat sy burgers toe om in sodanige werk opgeneem te word op dié diensvoorwaardes waarvoor die Partye ooreenkom.

ARTIKEL 7

Die Partye erken dat dit noodsaaklik is om plantasies en bosse teen brand te beskerm en erken voorts dat dit nodig is om brandstoke op die grense van sodanige plantasies en bosse skoon te hou van ontvlambare materiaal ten einde brande te voorkom. Elke Party maak derhalwe brandstoke op die grense van plantasies en bosse wat aan dié gebied van die ander Party grens op 'n gereelde grondslag skoon. Oor die breedte van die brandstoke en die metode van skoonmaak en skoonhou daarvan word ooreengekom en sodanige ooreenkoms vorm 'n addendum by hierdie Ooreenkoms.

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

Each Party shall keep, on a basis more clearly defined in Annexure A, a record of statistics on timber production, timber processing and timber sales in its territory.

ARTICLE 2

The Parties shall regularly exchange the statistics recorded in accordance with Article 1, and the Government of the Republic of South Africa shall use such statistics to compile a résumé of timber production, timber processing and timber sales in respect of the territories of the Parties.

ARTICLE 3

While each Party recognises the indisputable right of the other to decide at its own discretion on the establishment of timber processing industries within its territory, each Party shall, whenever any timber processing industry is to be established in its territory, notify the other thereof in the planning stage and shall supply to the other particulars of the capacity, locality and source of the raw material of the plant and of the products that will be produced.

ARTICLE 4

Accepting that it is important for the establishment of timber processing industries that such industries be assured of a regular and sustained supply of raw material, each Party shall manage the plantation undertakings in its territory in a manner which will ensure the maximum sustained yield of forest products. If either Party permits any change in the object of management of a timber plantation in its territory capable of having a substantial effect on the availability of timber supplies, it shall notify the other Party thereof.

ARTICLE 5

Mindful of the fact that the management of timber plantations and timber processing industries demands expertise and that only a few training institutions in South Africa train foresters—both professional and technical—the Government of the Republic of South Africa, in the interests of the development of forestry, shall, on a basis agreed upon, make available to the Government of Venda professional and technical foresters.

ARTICLE 6

The Government of the Republic of South Africa shall, as far as possible, reserve employment opportunities in forestry regions adjoining Venda for citizens of Venda, and the Government of Venda shall allow its citizens to take up such employment subject to such conditions of service as the Parties may agree upon.

ARTICLE 7

The Parties acknowledge that it is essential to protect plantations and forests against fire and further acknowledge that it is necessary to keep firebelts on the boundaries of such plantations and forests clear of inflammable material in order to prevent fires. Each Party shall therefore regularly clear firebelts along the boundaries of plantations and forests bordering on the territory of the other Party. The width of the firebelts and the method by which they shall be cleaned and kept clean are agreed upon and such agreement forms an addendum to this Agreement.

ARTIKEL 8

Aangesien dit in die belang van beide Partye is om die opvanggebiede binne hul onderskeie grense te beheer en te bestuur om die maksimum afvloei van onbesoedelde water uit hierdie opvanggebiede te verseker, ruil die Partye gereeld kennis uit oor die doeltreffendste metode van opvanggebiedsbestuur, en bestuur, ná voorafgaande oorlegpleging met mekaar, die opvanggebiede in hul onderskeie gebiede wat interterritoriale riviere voed op 'n wyse wat die minste moontlike besoedeling sal verseker.

ARTIKEL 9

Elke Party doen al die stappe wat redelikerwys nodig is om inheemse bosse binne sy gebied te beskerm en bestuur sodanige bosse op 'n wetenskaplike basis ten einde die ekologiese balans in die oppervlaktes deur dié bosse gedek, te behou en sodanige bosse vir die nageslag te bewaar.

ARTIKEL 10

Die Partye is dit eens dat navorsing op al die gebiede van bosbou noodsaaklik is vir die ontwikkeling van die bos- en die houtnywerhede en verbind hulle om op 'n gereelde grondslag navorsingsinligting en -resultate uit te ruil.

ARTIKEL 11

Die Regering van die Republiek van Suid-Afrika en die Regering van Venda stig so gou as moontlik nadat Venda onafhanklik word 'n komitee wie se funksie sal wees om samewerking betreffende aangeleenthede wat bosbou raak tussen die twee lande te bevorder.

ARTIKEL 12

(a) Hierdie Ooreenkoms tree in werking op die datum waarop Venda onafhanklik word en kan deur enigeen van die Partye opgesê word met ses maande skriftelike kennisgewing aan die ander Party langs die diplomatieke kanaal.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

TEN BEWYSE WAARVAN die ondergetekendes, behoorlik deur hul onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. J. RAUBENHEIMER.

Namens die regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

AANHANGSEL A

Die jaarlikse opgawes van die vraag na en die aanbod van hout deur plantasie-eienaars en die eienaars van ronde-houtverwerkingsnywerhede moet die volgende besonderhede bevat:

Rondehoutverwerking:

- (i) Naam, adres en ligging van installasie.
- (ii) Soort eienaarskap.
- (iii) Aard van werksaamhede.
- (iv) Beskrywing, hoeveelheid en waarde van rondehout as grondstof aangekoop of oorgeplaas-in met aanduiding van herkoms.

ARTICLE 8

Whereas it is in the interests of both Parties to control and manage the catchment areas within their respective borders to ensure maximum run-off of unpolluted water from these catchment areas, the Parties shall at regular intervals exchange knowledge concerning the most effective method of catchment area management, and shall, after prior consultation with each other, manage the catchment areas in their respective territories which feed interterritorial rivers in a manner which will ensure the least possible pollution.

ARTICLE 9

Each Party shall take all such steps as are reasonably necessary to protect indigenous forests in its territory and shall manage such forests on a scientific basis so as to maintain the ecological balance in the areas covered by such forests and preserve such forests for posterity.

ARTICLE 10

The Parties are agreed that research in all fields of forestry is essential for the development of the forest and timber industries and agree to exchange research information and results regularly.

ARTICLE 11

The Government of the Republic of South Africa and the Government of Venda shall establish as soon as possible after Venda becomes independent a committee whose function will be to promote co-operation in matters affecting forestry between the two countries.

ARTICLE 12

(a) This Agreement shall enter into force on the date upon which Venda becomes independent and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. J. RAUBENHEIMER.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

ANNEXURE A

The annual returns of the supply of and demand for timber by plantation owners and the owners of roundwood processing industries shall contain the following particulars:

Roundwood processing:

- (i) Name, address and locality of plant.
- (ii) Type of ownership.
- (iii) Nature of the operations.
- (iv) Description, quantity and value of roundwood as raw material purchased or transferred-in with indication of origin.

(v) Beskrywing, hoeveelheid en waarde van hout en houtprodukte verkoop of oorgeplaas-uit.

(vi) Besonderhede van geraamde toekomstige vraag na rondhout en volume van sodanige vraag.

Plantasies:

(i) Naam, adres en ligging van plantasie.

(ii) Soort eienaarskap.

(iii) Oppervlakte van plantasie volgens houtsoorte en ouderdomme.

(iv) Doel van bestuur van plantasie en beskrywing van plantasie.

(v) Grondgehalte.

(vi) Deursnee en hoogte van bome, stamme per ha en aanwas per ha.

(vii) Beskrywing, hoeveelheid en waarde van bosprodukte uit plantasies verkoop.

(viii) Nuwe bebossing onderneem en beskrywing van beplande omskepping.

(v) Description, quantity and value of timber and timber products sold or transferred-out.

(vi) Details of estimated future demand for roundwood, and volume of such demand.

Plantations:

(i) Name, address and locality of plantation.

(ii) Type of ownership.

(iii) Area of plantation by species and age.

(iv) Object of management of plantation and description of plantation.

(v) Soil quality.

(vi) Diameter and height of trees, stems per ha and increment per ha.

(vii) Description, quantity and value of forest products sold from plantations.

(viii) New afforestation undertaken and description of planned conversion.

MINISTERIE VAN BUITELANDSE SAKE

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT DIE BASIESE VOORWAARDES BETREFFENDE DIE VERSKAFFING VAN TEGNIESE EN ADMINISTRATIEWE PERSONEEL DEUR DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA AAN DIE REGERING VAN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkings erken wat tussen die twee Regeerings en hulle mense bestaan; en

Nademaal die Regering van die Republiek van Suid-Afrika, met die oog op die voordele wat sal voortspuit uit noue samewerking, bereid is om amptenare te sekondeer om diens te verrig in die Regeringsdiens van Venda en om bystand te verleen met die werwing van ander geskikte personeel namens die Regering van Venda; en

Nademaal dit wenslik is om die basiese diensvoorwaardes van sodanige Suid-Afrikaanse amptenare en sekere aangeleenthede wat betrekking het op gewerfde personeel, te formaliseer;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

(a) In hierdie Ooreenkoms, tensy uit die samehang anders blyk, beteken—

“besoldiging” enige salaris, bonusse en toelaes (uitgesonderd enige vervoer- of reistoelae binne Venda);

“amptenaar” enige persoon in diens van die Regering van die Republiek van Suid-Afrika;

“gesekondeer” gesekondeer ingevolge die wette betreffende die diensvoorwaardes van amptenare, en het “sekondering” ’n ooreenstemmende betekenis.

(b) Behoudens die bepalings van hierdie Ooreenkoms is die Regering van die Republiek van Suid-Afrika bereid om amptenare te sekondeer aan die Regeringsdiens van Venda en om bystand te verleen met die werwing, uit die privaatsektor, van gekwalifiseerde personeel wat die Regering van Venda nodig het vir diens in Venda.

MINISTRY OF FOREIGN AFFAIRS

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE BASIC CONDITIONS GOVERNING THE PROVISION OF TECHNICAL AND ADMINISTRATIVE PERSONNEL BY THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA TO THE GOVERNMENT OF VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas in view of the benefits to be derived from close co-operation the Government of the Republic of South Africa is willing to second officials to service in the Government Service of Venda and to assist in recruiting other suitable personnel on behalf of the Government of Venda; and

Whereas it is desirable to formalise the basic conditions of service of such South African officials and certain matters pertaining to recruited personnel;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

(a) In this Agreement, unless the context otherwise indicates—

“emoluments” means any salary, bonuses and allowances (excluding any transport or travelling allowance within Venda);

“official” means any person in the employ of the Government of the Republic of South Africa;

“seconded” means seconded in terms of the laws governing the conditions of service of officials, and “secondment” has a corresponding meaning.

(b) Subject to the provisions of this Agreement the Government of the Republic of South Africa is prepared to second officials to the Government Service of Venda and to assist with the recruitment, from the private sector, of qualified personnel required by the Government of Venda for service in Venda.

(c) Gesekondeerde amptenare bly op die diensstaat van hulle onderskeie werkgewers in die Republiek van Suid-Afrika en van hulle word nie vereis of hulle word nie toegelaat om dienskontrakte met die Regering van Venda aan te gaan nie.

ARTIKEL 2

Die sekondering van enige amptenaar geskied vir so lank as wat sy dienste deur die Regering van Venda verlang word of vir so lank as wat sy dienste aan Venda beskikbaar gestel kan word, en kennis van die beëindiging van sekondering van 'n amptenaar, of dit deur die Regering van Venda of die Regering van die Republiek van Suid-Afrika gegee word, moet voldoende wees dat reëlins getref kan word vir sy terugplasing na die Republiek van Suid-Afrika.

ARTIKEL 3

(a) Gesekondeerde amptenare is onderworpe aan die dissiplinêre kode van toepassing op sodanige amptenare ingevolge hulle diensvoorwaardes.

(b) Die Regering van Venda stel nie dissiplinêre stappe teen enige gesekondeerde amptenaar in nie maar rapporteer enige optrede of gedrag van die kant van sodanige amptenaar waar sodanige optrede of gedrag dissiplinêre stappe vereis, aan die Regering van die Republiek van Suid-Afrika, wat sodanige stappe laat instel as wat hy toepaslik ag.

ARTIKEL 4

Ten opsigte van gesekondeerde amptenare moet die Regering van die Republiek van Suid-Afrika—

(a) die verantwoordelikheid dra vir die betaling van hulle besoldiging;

(b) verblyftoelaes vir amptelike afwesighede binne Venda of die Republiek van Suid-Afrika betaal teen die tariewe en onder die voorwaardes van toepassing op amptenare: Met dien verstande dat vir amptelike afwesighede elders die voorafgoedkeuring van die Regering van die Republiek van Suid-Afrika eers verkry moet word indien dit die bedoeling is dat die Regering van die Republiek van Suid-Afrika vir die betaling van die verblyftoelaes vir sulke afwesighede verantwoordelik moet wees;

(c) die koste van heen- en terugreise tussen die Republiek van Suid-Afrika en Venda vir hulle en hulle afhanklikes, insluitende die koste van die vervoer van bagasie en huishoudelike en ander persoonlike besittings, betaal.

ARTIKEL 5

Die Regering van Venda moet ten opsigte van gesekondeerde amptenare—

(a) behoudens paragraaf (c) van Artikel 4, vervoer- of reistoelaes betaal, indien en wanneer amptelike vervoer nie verskaf word nie, teen die tariewe van toepassing op amptenare van die Regeringsdiens van Venda;

(b) so ver dit prakties uitvoerbaar is, geskikte huisvesting gratis in Venda verskaf;

(c) hulle vrystel van belasting op besoldiging betaal deur die Regering van die Republiek van Suid-Afrika en op enige ander inkomste verkry uit 'n bron buite Venda;

(d) hulle die reg toestaan om geld uit bankrekenings wat hulle in Venda het, oor te plaas na die Republiek van Suid-Afrika;

(c) Seconded officials shall remain on the establishment of their respective employers in the Republic of South Africa and shall not be required or permitted to enter into contracts of service with the Government of Venda.

ARTICLE 2

The secondment of any official shall be for as long as his services are required by the Government of Venda or for as long as his services can be made available to Venda and notice of termination of the secondment of an official, whether given by the Government of Venda or by the Government of the Republic of South Africa, shall be sufficient to allow arrangements to be made for his transfer back to the Republic of South Africa.

ARTICLE 3

(a) Seconded officials shall be subject to the disciplinary code applicable to such officials in terms of their conditions of service.

(b) The Government of Venda shall not institute disciplinary action against any seconded official but shall report any action or conduct on the part of such an official which calls for disciplinary action, to the Government of the Republic of South Africa, who shall cause such action to be instituted as it may deem appropriate.

ARTICLE 4

The Government of the Republic of South Africa shall, in respect of seconded officials—

(a) be responsible for the payment of their emoluments;

(b) pay subsistence allowances for official absences within Venda or the Republic of South Africa at the rates and under the conditions applicable to officials: Provided that for official absences elsewhere the prior approval of the Government of the Republic of South Africa shall be obtained if it is intended that the Government of the Republic of South Africa should be responsible for the payment of subsistence allowance for such absences;

(c) pay the costs of forward and return passages between the Republic of South Africa and Venda for them and their dependants, including the costs of the transport of luggage and household and other personal effects.

ARTICLE 5

The Government of Venda shall, in respect of seconded officials—

(a) subject to paragraph (c) of Article 4, pay transport or travelling allowances, if and when official transport is not provided, at the rates applicable to officers of the Government Service of Venda;

(b) as far as feasible, provide suitable housing in Venda free of charge;

(c) exempt them from taxation on emoluments paid by the Government of the Republic of South Africa and on any other income derived from a source outside Venda;

(d) accord them the right to effect transfer of money from banking accounts maintained by them in Venda to the Republic of South Africa;

(e) verlof toestaan volgens die bepalings en op die voorwaardes ooreenkomstig die diensvoorwaardes van toepassing op sodanige amptenare en die Regering van die Republiek van Suid-Afrika in kennis stel van enige verlof wat toegestaan is;

(f) hulle repatriasie en dié van hul gesinne in geval van burgerlike oproer of 'n ander krisis vergemaklik;

(g) hulle immuniteit teen kriminele vervolging en vrywaring teen siviele aanspreeklikheid verleen ten opsigte van gesproke of geskrewe woorde en alle handelinge deur hulle verrig in die vervulling van hulle amptelike pligte: Met dien verstande dat die Regering van die Republiek van Suid-Afrika in 'n toepaslike geval sodanige immuniteit of vrywaring kan ophef;

(h) aan streeksmeriete- of ander amptelik saamgestelde komitees al die nodige fasiliteite verleen, insluitende fasiliteite wat nodig is vir die inspeksie van die werk wat deur gesecondeerde amptenare gedoen is, ten einde sodanige komitees in staat te stel om sodanige amptenare se bevorderbaarheid te bepaal, of om te bepaal of hulle vir spesiale erkenning ingevolge hulle diensvoorwaardes kwalifiseer.

ARTIKEL 6

Ten opsigte van personeel wat ingevolge die bepalings van paragraaf (b) van Artikel 1 deur die Regering van die Republiek van Suid-Afrika gewerf is, moet die Regering van Venda bo en behalwe enige spesiale voorwaardes waarvoor vooraf deur die twee Regerings ooreengekom mag word—

(a) dienskontrakte met sodanige personeel aangaan;

(b) die verantwoordelikheid dra vir enige besolddiging aan sodanige personeel betaalbaar ingevolge die dienskontrakte; en

(c) aan sodanige personeel dieselfde fasiliteite, immuniteit en vrywaring verleen as wat aan gesecondeerde amptenare ingevolge paragrawe (f) en (g) van Artikel 5 verleen word.

ARTIKEL 7

Niks in hierdie Ooreenkoms word uitgelê as sou dit op enige wyse afbreuk doen aan die reg van die Regering van Venda om aan enige persoon toegang tot Venda te weier nie, of om van enige persoon te vereis dat hy te eniger tyd Venda verlaat nie, en die Regering van Venda behou die reg om aan 'n gesecondeerde amptenaar toegang tot Venda te weier, of om sy verwydering uit Venda te versoek sonder om redes te verstrek.

ARTIKEL 8

Die Regering van die Republiek van Suid-Afrika sal na die onafhanklikwording van Venda besonderhede aan die Regering van Venda verstrek in verband met die prosedure wat gevolg moet word wanneer daar om die sekondering of onttrekking van 'n amptenaar aansoek gedoen word.

ARTIKEL 9

(a) Hierdie Ooreenkoms tree in werking op die datum van die onafhanklikwording van Venda en kan deur enigen van die twee Partye opgesê word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(e) grant leave on the terms and conditions in accordance with the conditions of service applicable to such officials, and notify the Government of the Republic of South Africa of any leave granted;

(f) facilitate the repatriation of them and their families in the event of civil commotion or other crisis;

(g) grant them immunity from criminal prosecution and indemnity against civil liability in respect of words spoken or written and all acts performed by them in the course of their official duties: Provided that the Government of the Republic of South Africa may waive such immunity or indemnity in an appropriate case;

(h) accord regional merit or other officially constituted committees all the necessary facilities, including facilities required for the inspection of the work done by seconded officials, in order to enable such committees to determine such officials' promotability or whether they qualify for special recognition in terms of their conditions of service.

ARTICLE 6

The Government of Venda shall, in respect of personnel recruited by the Government of the Republic of South Africa in terms of paragraph (b) of Article 1, apart from any special conditions which may be agreed upon in advance by the two Governments—

(a) enter into contracts of service with such personnel;

(b) be responsible for any emoluments payable to such personnel in terms of the contracts of service; and

(c) afford such personnel the same facilities, immunity and indemnity as are afforded to seconded officials in terms of paragraphs (f) and (g) of Article 5.

ARTICLE 7

Nothing in this Agreement shall be construed as derogating in any way from the right of the Government of Venda to refuse entry into Venda to any person or to require any person to leave Venda at any time, and the Government of Venda shall remain entitled to refuse entry into Venda or to call for the removal from Venda, of any seconded official without giving reasons.

ARTICLE 8

The Government of the Republic of South Africa will after the independence of Venda convey to the Government of Venda the details of the procedure to be followed in applying for the secondment or withdrawal of any official.

ARTICLE 9

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

R. F. BOTHA, Minister van Buitelandse Sake.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT DIE BASIESE VOORWAARDES BETREFFENDE DIE SEKONDERING VAN REGTERS BEHEER

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hulle mense bestaan; en

Nademaal die Regering van die Republiek van Suid-Afrika, met die oog op die voordele wat sal voortspuit uit noue samewerking, bereid is om regters van die Hooggeregshof van Suid-Afrika te sekondeer vir diens in die Hooggeregshof van Venda; en

Nademaal dit wenslik is om die basiese diensvoorwaardes van gesekondeerde regters te formaliseer;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

In hierdie Ooreenkoms, tensy uit die samehang anders blyk, beteken "besoldiging" enige salaris, bonusse en toelaes (uitgesonderd enige vervoer- of reistoelae binne Venda).

ARTIKEL 2

Die sekondering van enige regter geskied vir so lank as wat sy dienste deur die Regering aan Venda verlang word of vir so lank as wat sy dienste aan Venda beskikbaar gestel kan word.

ARTIKEL 3

Daar word ooreengekom dat indien die Regering van Venda om watter rede ook al nie langer die dienste van 'n bepaalde gesekondeerde regter nodig het nie, gemelde Regering voldoende kennis daarvan moet gee aan die Regering van die Republiek van Suid-Afrika, wat dan reëlings moet tref vir sy terugplasing na die Republiek van Suid-Afrika.

ARTIKEL 4

Ten opsigte van enige gesekondeerde regter moet die Regering van die Republiek van Suid-Afrika—

(a) die verantwoordelikheid dra vir die betaling van sy besoldiging;

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

R. F. BOTHA, Minister of Foreign Affairs.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE BASIC CONDITIONS GOVERNING THE SECONDMENT OF JUDGES

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas in view of the benefits to be derived from close co-operation the Government of the Republic of South Africa is willing to second judges of the Supreme Court of South Africa to serve in the Supreme Court of Venda; and

Whereas it is desirable for formalise the basic conditions of service of seconded judges;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

In this Agreement, unless the context otherwise indicates, "emoluments" means any salary, bonuses and allowances (excluding any transport or travelling allowance within Venda).

ARTICLE 2

The secondment of any judge shall be for as long as his services are required by the Government of Venda or for as long as his services can be made available to Venda.

ARTICLE 3

It is agreed that should the Government of Venda for any reason whatsoever no longer require the services of any particular seconded judge, the said Government shall give adequate notice thereof to the Government of the Republic of South Africa who shall thereupon arrange his transfer back to the Republic of South Africa.

ARTICLE 4

The Government of the Republic of South Africa shall, in respect of any seconded judge—

(a) be responsible for the payment of his emoluments;

(b) verblyftoelaes vir amptelike afwesighede binne Venda of die Republiek van Suid-Afrika betaal teen die tariewe en onder die voorwaardes van toepassing by regulasie of ander verordening op regter in die Republiek van Suid-Afrika: Met dien verstande dat vir amptelike afwesighede elders die voorafgoedkeuring van die Regering van die Republiek van Suid-Afrika eers verkry moet word indien dit die bedoeling is dat die Regering van die Republiek van Suid-Afrika vir die betaling van die verblyftoelaes vir sulke afwesighede verantwoordelik moet wees;

(c) die koste van heen- en terugreise tussen die Republiek van Suid-Afrika en Venda vir hom en sy afhanklikes, insluitende die vervoer van bagasie en huishoudelike en ander persoonlike besittings, betaal.

ARTIKEL 5

Ten opsigte van enige gesecondeerde regter moet die Regering van Venda—

(a) 'n amptelike motor verskaf vir sy uitsluitlike gebruik en van 'n standaard wat by sy amp pas, welke motor gebruik sal word op koste van die Regering van Venda;

(b) behoudens paragraf (c) van Artikel 4, vervoer- of reistoelaes betaal vir amptelike reise indien en wanneer die amptelike motor bedoel in paragraaf (a) hierbo, nie beskikbaar is nie of die gebruik daarvan nie prakties is nie;

(c) gratis behuising verskaf van 'n standaard wat by sy amp pas;

(d) hom vrystel van belasting op besoldiging betaal deur die Regering van die Republiek van Suid-Afrika en op enige ander inkomste verkry uit 'n bron buite Venda;

(e) hom die reg toestaan om geld uit 'n bankrekening wat hy in Venda het, oor te plaas na die Republiek van Suid-Afrika;

(f) verlof toestaan ingevolge die regulasies betreffende verlof van regters van die Hooggeregshof van Suid-Afrika, en die Regering van die Republiek van Suid-Afrika in kennis stel van enige verlof wat toegestaan is;

(g) sy repatriasie en dié van sy gesin in geval van burgerlike oproer of 'n ander krisis vergemaklik;

(h) hom immuniteit teen kriminele vervolging en vrywaring teen siviele aanspreeklikheid verleen ten opsigte van gesproke of geskrewe woorde en alle handelinge wat hy verrig in die vervulling van sy amptelike pligte: Met dien verstande dat die Regering van die Republiek van Suid-Afrika in 'n toepaslike geval sodanige immuniteit of vrywaring kan ophef.

ARTIKEL 6

Niks in hierdie Ooreenkoms word uitgelê as sou dit op enige wyse afbreuk doen aan die reg van die Regering van Venda om aan enige persoon toegang tot Venda te weier nie, of om van enige persoon te vereis dat hy te eniger tyd Venda verlaat nie, en die Regering van Venda behou die reg om aan enige gesecondeerde regter toegang tot Venda te weier, of om sy verwydering uit Venda te versoek sonder om redes te verstrek.

(b) pay subsistence allowances for official absences within Venda or the Republic of South Africa according to the rates and under the conditions applicable by regulation or other enactment to judges in the Republic of South Africa: Provided that for official absences elsewhere the prior approval of the Government of the Republic of South Africa shall be obtained if it is intended that the Government of the Republic of South Africa should be responsible for the payment of subsistence allowances for such absences;

(c) pay the costs of forward and return passages between the Republic of South Africa and Venda for him and his dependants, including the transport of luggage and household and other personal effects.

ARTICLE 5

The Government of Venda shall, in respect of any seconded judge—

(a) provide an official motorcar for his sole use, of a standard appropriate to his office, to be operated at the expense of the Government of Venda;

(b) subject to paragraph (c) of Article 4, pay transport or travelling allowances for journeys on official business if and when the official car referred to in paragraph (a) above is not available or its use is not practicable;

(c) provide free housing of a standard appropriate to his office;

(d) exempt him from taxation on emoluments paid by the Government of the Republic of South Africa and on any other income derived from a source outside Venda;

(e) accord him the right to effect transfers of money from any banking account maintained by him in Venda to the Republic of South Africa;

(f) grant leave in terms of the regulations governing leave of judges of the Supreme Court of South Africa, and notify the Government of the Republic of South Africa of any leave granted;

(g) facilitate his repatriation and that of his family in the event of civil commotion or other crisis;

(h) grant him immunity from criminal prosecution and indemnity against civil liability in respect of words spoken or written and all acts performed by him in the course of his official duties: Provided that the Government of the Republic of South Africa may waive such immunity or indemnity in an appropriate case.

ARTICLE 6

Nothing in this Agreement shall be construed as derogating in any way from the right of the Government of Venda to refuse entry into Venda to any person or to require any person to leave Venda at any refuse entry into Venda to, or to call for removal from Venda of, any seconded judge without giving reasons.

ARTIKEL 7

(a) Hierdie Ooreenkoms tree in werking op die datum van die onafhanklikwording van Venda en kan deur enigeen van die twee Partye opgesê word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

R. F. BOTHA, Minister van Buitelandse Sake.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

MINISTERIE VAN FINANSIES

NOTAWISSELING MET BETREKKING TOT
FINANSIËLE INSTELLINGS

Meneer die Hoofminister,

1. Ek het die eer om te verwys na die posisie van banke en ander finansiële instellings wat in die Republiek van Suid-Afrika geregistreer is en wat ook in Venda besigheid dryf.

2. Ten einde bank- en ander finansiële fasiliteite in Venda nê te ontwrig en daardeur ongerief vir Vendaburgers te veroorsaak nie, stel ek voor dat 'n reëling soos in die volgende paragraaf uiteengesit, aangegaan word tussen die Regering van die Republiek van Suid-Afrika en die Regering van Venda.

3. Ten opsigte van finansiële instellings, te wete bankinstellings, bouverenigings, versekeraars, pensioenfondse, onderlinge hulpverenigings en effektrustskemas, wat in die Republiek van Suid-Afrika ingevolge die onderskeie wette van die Republiek van Suid-Afrika geregistreer is en wat ook in Venda besigheid dryf onmiddellik voor die datum van onafhanklikwording van Venda, word onderling ooreengekom tussen ons onderskeie Regerings dat elke sodanige finansiële instelling geag word geregistreer te wees ingevolge 'n toepaslike wet van Venda en toegelaat word om sy bedrywigheide in Venda voort te sit so lank as dit in die Republiek van Suid-Afrika soos voormeld geregistreer bly en totdat dit werklik geregistreer word ingevolge sodanige wet van Venda of sy registrasie kragtens sodanige wet geweier word.

4. By ontvangs van u antwoord waarin aangedui word dat die voorafgaande bepalings aanneemlik is vir die Regering van Venda, word hierdie Nota en u antwoord daarop deur die Regering van die Republiek van Suid-Afrika geag 'n Ooreenkoms uit te maak tussen ons twee Regerings aangaande hierdie aangeleentheid, welke Ooreenkoms in werking tree op die datum van onafhanklikwording van Venda.

Aanvaar asseblief, Meneer die Hoofminister, die verskering van my hoogste agting.

O. P. F. HORWOOD, Minister van Finansies van die Republiek van Suid-Afrika.

ARTICLE 7

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

R. F. BOTHA, Minister of Foreign Affairs.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

MINISTRY OF FINANCE

EXCHANGE OF NOTES RELATING TO
FINANCIAL INSTITUTIONS

Mr Chief Minister,

1. I have the honour to refer to the position of banks and other financial institutions registered in the Republic of South Africa which also operate in Venda.

2. In order not to disrupt banking and other financial facilities in Venda, thereby causing inconvenience to Venda citizens, I suggest that an arrangement, as set out in the next paragraph, be concluded between the Government of the Republic of South Africa and the Government of Venda.

3. In regard to financial institutions, viz. banking institutions, building societies, insurers, pension funds, friendly societies and unit trust schemes, registered in the Republic of South Africa under the respective laws of the Republic of South Africa and which also operate in Venda immediately prior to the date of the attainment of independence by Venda, it is mutually agreed between our respective Governments that every such financial institution shall be deemed to be registered under any relevant law of Venda and be allowed to continue its activities in Venda for so long as it remains registered in the Republic of South Africa as aforesaid and until it is in fact registered under such law of Venda or its registration under such law is refused.

4. Upon receipt of your reply indicating that the foregoing provisions are acceptable to the Government of Venda, the Government of the Republic of South Africa will consider that this Note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of independence by Venda.

Please accept, Mr Chief Minister, the assurance of my highest consideration.

O. P. F. HORWOOD, Minister of Finance of the Republic of South Africa.

TUSSENTYDSE OOREENKOMS MET BETREK- KING TOT DIE MONETÊRE VERHOUDINGS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda begerig is om monetêre verhoudings tussen hulle te formaliseer;

En nademaal dit die voorneme van die Regering van Venda is om aansoek te doen om toetrede tot die bestaande Monetêre Ooreenkoms tussen die Regerings van die Koninkryk van Swaziland, die Koninkryk van Lesotho en die Republiek van Suid-Afrika ná die onafhanklikwording van Venda;

En nademaal sodanige aansoek nog nie voorgelê is nie;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

1. Die bepalings van die Monetêre Ooreenkoms bedoel in die Aanhef hiervan, uitgesonderd Artikels 5 en 6 van daardie Ooreenkoms, is *mutatis mutandis* van toepassing met betrekking tot die monetêre verhoudings tussen die Republiek van Suid-Afrika en Venda asof enige verwysing in daardie Ooreenkoms na—

(a) die Koninkryk van Lesotho of die Koninkryk van Swaziland of na die Regering van enigen van dié lande 'n verwysing is na Venda of na die Regering van Venda, na gelang van die geval;

(b) die Kontrakterende Partye of 'n Kontrakterende Party 'n verwysing is na die Kontrakterende Partye of 'n Kontrakterende Party by hierdie Ooreenkoms;

(c) daardie Ooreenkoms 'n verwysing is na daardie Ooreenkoms soos toegepas ingevolge hierdie Ooreenkoms.

2. 'n Afskrif van gemelde Monetêre Ooreenkoms is hierby aangeheg as Bylae A.

ARTIKEL 2

1. Die Regering van die Republiek van Suid-Afrika boekstaaf sy bereidwilligheid om vergoedende betalings aan die Regering van Venda te maak op die basis bedoel in Artikel 6 van gemelde Monetêre Ooreenkoms. Sodanige betalings is onderworpe aan soortgelyke bepalings as dié vervat in Artikel 6 van gemelde Monetêre Ooreenkoms.

2. Ten einde die eerste bedrag van vergoeding betaalbaar aan Venda, te bepaal, verbind die Regering van die Republiek van Suid-Afrika en die Regering van Venda hulle daartoe om gesamentlik die nodige reëlins te tref met die oog op die berekening van die hoeveelheid Rand in omloop in Venda op die 31ste dag van Desember 1979.

3. Die eerste vergoedende betaling aan die Regering van Venda is ten opsigte van die tydperk vanaf die datum van onafhanklikwording van Venda tot die 30ste dag van Junie 1980 en word nie later as laasgenoemde datum betaal nie.

4. Daaropvolgende betalings sal jaarliks gemaak word op die laaste besigheidsdag van Februarie van elke daaropvolgende jaar en is ten opsigte van die 12-maande-tydperk wat eindig op die 30ste dag van Junie van daardie jaar.

INTERIM AGREEMENT ON THE MONETARY RELATIONS BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA

The Government of the Republic of South Africa and the Government of Venda.

Desiring to formalise the monetary relations between them;

Bearing in mind the intention of the Government of Venda to apply for accession to the existing Monetary Agreement between the Governments of the Kingdom of Swaziland, the Kingdom of Lesotho and the Republic of South Africa after the attainment of independence by Venda;

Considering that such an application has not as yet been submitted;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

1. The provisions of the Monetary Agreement referred to in the Preamble hereto, except Articles 5 and 6 of that Agreement, shall apply *mutatis mutandis* with reference to the monetary relations between the Republic of South Africa and Venda as if any reference in that Agreement to—

(a) the Kingdom of Lesotho or the Kingdom of Swaziland or to the Government of either country were a reference to Venda or to the Government of Venda, as the case may be;

(b) the Contracting Parties or a Contracting Party were a reference to the Contracting Parties or a Contracting Party to this Agreement;

(c) that Agreement were a reference to that Agreement as applied in terms of this Agreement.

2. A copy of the said Monetary Agreement is attached hereto as Annexure A.

ARTICLE 2

1. The Government of the Republic of South Africa records its preparedness to make compensatory payments to the Government of Venda on the basis referred to in Article 6 of the said Monetary Agreement. Such payments shall be subject to provisions similar to those contained in Article 6 of the said Monetary Agreement.

2. In order to determine the first amount of compensation payable to Venda the Government of the Republic of South Africa and the Government of Venda undertake to make the necessary arrangements jointly with a view to calculating the Rand currency in circulation in Venda on the 31st day of December 1979.

3. The first compensatory payment to the Government of Venda shall be in respect of the period from the date of the attainment of independence by Venda to the 30th day of June 1980 and shall be paid not later than the latter date.

4. Subsequent payments shall be made annually on the last business day of February of each succeeding year and shall be in respect of the 12-month period ending on the 30th day of June of that year.

ARTIKEL 3

1. Die deviesebeheerbepalings van die Rand-Monetêre Gebied bly van krag in Venda. Indien dit nodig gevind word om hierdie bepalings aanmerklik te wysig, word die Regering van Venda dienooreenkomstig ingelig en geraadpleeg.

2. Inagnemende die komplekse aard van die beheer oor vreemdevalutatransaksies en die moeilikhede wat ondervind word met die werwing van personeel wat behoorlik gekwalifiseer is om hierdie funksie te vervul, is dit die begeerte van albei Kontrakterende Partye dat aansoeke voorgelê deur inwoners van Venda om toestemming om vreemde valuta te verkry, vir die huidige steeds deur die Suid-Afrikaanse Deviesebeheerowerhede hanteer behoort te word.

3. Die Suid-Afrikaanse Deviesebeheer sal in die uitoefening van hierdie magtiging ten behoeve van Venda verseker dat kriteria toegepas word wat in geen opsig verskil van dié wat normaalweg van toepassing is in die geval van transaksies tussen inwoners van Suid-Afrika en nie-inwoners van die Rand-Monetêre Gebied nie.

4. Die Regering van die Republiek van Suid-Afrika laat die Suid-Afrikaanse Reserwebank aan gematigde handelaars in Suid-Afrika en Venda die vreemde valuta beskikbaar stel wat nodig is vir enige vreemdevalutatransaksie wat sy oorsprong het by inwoners van Venda en waarvoor daar magtiging is.

5. Goud en vreemde valuta wat inwoners van Venda toegekom het, word, onderworpe aan die deviesebeheerbepalings, verkoop aan 'n gemagtigde handelaar in Suid-Afrika of Venda.

6. Gemagtigde handelaars wat in Venda in die bedryf gestaan het voor die verkryging van onafhanklikheid deur Venda, word toegelaat om voort te gaan met hulle bedrywighede. Bykomende gemagtigde handelaars word deur die Regering van Venda aangestel soos en wanneer dit nodig is.

7. Die Deviesebeheerowerhede van die Republiek van Suid-Afrika is bereid om die Regering van Venda behulpsaam te wees met betrekking tot die opleiding van burgers van Venda ten opsigte van deviesebeheerbedrywighede met die oogmerk om die Regering van Venda in staat te stel om volle verantwoordelikheid ingevolge die bepalings van Artikel 5 van gemelde Monetêre Ooreenkoms te aanvaar.

ARTIKEL 4

Die volgende Regeringsamptenaar word aangewys as die Venda-amptenaar aan wie enige kennisgewing of mededeling gestuur kan word in ooreenstemming met die prosedure ingevolge Artikel 11 van die Monetêre Ooreenkoms.

ARTIKEL 5

Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en word beëindig as en wanneer die Kontrakterende Partye aldus ooreenkom, of met 12 maande skriftelike kennisgewing deur enigeen van die Partye, of as en wanneer gemelde Monetêre Ooreenkoms in die Aanhef genoem, beëindig word deur die Kontrakterende Partye daarby.

ARTICLE 3

1. The exchange control provisions of the Rand Monetary Area shall continue to be in force in Venda. Whenever it is found necessary to amend these provisions in any material respect the Government of Venda shall be advised accordingly and consulted.

2. Having regard to the complex nature of the control over foreign exchange transactions and the difficulties experienced in recruiting staff suitably qualified to perform this function, it is the mutual desire of the Contracting Parties that applications submitted by residents of Venda for permission to acquire foreign exchange should for the time being continue to be dealt with by the South African Exchange Control Authorities.

3. In exercising this authority on behalf of Venda the South African Exchange Control shall ensure that criteria are applied which do not differ in any respect from those normally applicable in the case of transactions between residents of South Africa and non-residents of the Rand Monetary Area.

4. The Government of the Republic of South Africa shall cause the South African Reserve Bank to make available to authorised dealers in South Africa and Venda the foreign exchange required for any foreign exchange transaction originated by residents of Venda and which has been authorised.

5. Gold and foreign exchange accruing to residents of Venda shall, subject to the exchange control provisions, be sold to an authorised dealer in South Africa or Venda.

6. Authorised dealers operating in Venda immediately prior to the attainment of independence by Venda, shall be permitted to continue with their operations. Additional authorised dealers shall be appointed by the Government of Venda as and when required.

7. The Exchange Control Authorities of the Republic of South Africa shall be prepared to assist the Government of Venda in regard to the training of Venda citizens in respect of exchange control operations with the objective to enable the Government of Venda to accept full responsibility under the provisions of Article 5 of the said Monetary Agreement.

ARTICLE 4

The following Government official shall be designated as the Venda official to whom any notice or communication may be sent in accordance with the procedure under Article 11 of the Monetary Agreement.

ARTICLE 5

This Agreement shall enter into force on the date of the attainment of independence by Venda and shall be terminated if and when the Contracting Parties so agree or upon 12 months' written notice given by either Party or if and when the said Monetary Agreement referred to in the Preamble, is terminated by the Contracting Parties thereto.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hul onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken het, en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

O. P. F. HORWOOD, Minister van Finansies.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR SAKE RAKENDE DIE BEROEP VAN REKENMEESTERS EN OUDITEURS

AANHEF

Nademaal rekenmeesters en ouditeurs geregistreer kragtens die Wet op Openbare Rekenmeesters en Ouditeurs, 1951 (Wet 51 van 1951), soos gewysig, van die Republiek van Suid-Afrika (hieronder "die Wet" genoem), wat in Venda woonagtig is en wat onmiddellik voor die onafhanklikwording van Venda aan die bepalings van die Wet onderworpe was; en

Nademaal geoktrooieerde rekenmeesters (Suid-Afrika) wat in Venda woonagtig is onmiddellik voor die onafhanklikwording van Venda en lede was van een of meer van die Transvaalse Genootskap van Geoktrooieerde Rekenmeesters, die Natalse Genootskap van Geoktrooieerde Rekenmeesters, die Kaapse Genootskap van Geoktrooieerde Rekenmeesters en die Oranje-Vrystaatse Genootskap van Geoktrooieerde Rekenmeesters (welke genootskappe hieronder gesamentlik "die Genootskappe" genoem word) en onderworpe was aan die bepalings van die Geoktrooieerde Rekenmeesters Benaming (Private) Wet, 1927 (Wet 13 van 1927), soos gewysig, en/of die Wet op die Transvaalse en Natalse Genootskappe van Geoktrooieerde Rekenmeesters, 1968 (Wet 66 van 1968), en/of die grondwet en verordeninge van die onderskeie Genootskappe; en

Nademaal die Openbare Rekenmeesters- en Ouditeursraad ingestel kragtens artikel 2 van die Wet (hieronder "die Raad" genoem), ingevolge die Wet met sekere regte, funksies en bevoegdhede beklee is wat onmiddellik voor die onafhanklikwording van Venda uitoefenbaar was ten opsigte van geregistreerde rekenmeesters en ouditeurs woonagtig in Venda; en

Nademaal die Genootskappe met sekere regte, funksies en bevoegdhede beklee is wat onmiddellik voor die onafhanklikwording van Venda ten opsigte van geoktrooieerde rekenmeesters (Suid-Afrika) woonagtig in Venda uitoefenbaar was; en

Nademaal rekenmeesters en ouditeurs kragtens die Wet geregistreer en geoktrooieerde rekenmeesters (Suid-Afrika) wat lede van enige van die Genootskappe is, was dit nie vir die aangaan van hierdie Ooreenkoms nie, met ingang van die datum van onafhanklikwording van Venda sou ophou om aan die bepalings van die wette en/of verordeninge hierbo vermeld, soos van toepassing in die Republiek van Suid-Afrika, onderworpe te wees; en

Nademaal die Raad bereid is om die registrasie van geregistreerde rekenmeesters en ouditeurs te behou wat tans en hierna in Venda woonagtig is en om persone as openbare rekenmeesters en ouditeurs te registreer

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed this Agreement.

Done at Pretoria, in duplicate, on this 13th day of August 1979.

O. P. F. HORWOOD, Minister of Finance.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA ON MATTERS PERTAINING TO THE PROFESSION OF ACCOUNTANTS AND AUDITORS

PREAMBLE

Whereas accountants and auditors registered in terms of the Public Accountants' and Auditors' Act, 1951 (Act 51 of 1951), as amended, of the Republic of South Africa (hereinafter referred to as "the Act") who are resident in Venda were, immediately prior to the independence of Venda, governed by the provisions of the Act; and

Whereas chartered accountants (South Africa) who are resident in Venda immediately prior to the independence of Venda and who were members of one or more of the Transvaal Society of Chartered Accountants, the Natal Society of Chartered Accountants, the Cape Society of Chartered Accountants and the Orange Free State Society of Chartered Accountants (which societies are hereinafter collectively referred to as "the Societies") were governed by the Chartered Accounts Designation Private Act, 1927 (Act 13 of 1927), as amended, and/or by the Transvaal and Natal Societies of Chartered Accounts Act, 1968 (Act 66 of 1968), and/or by the constitution and by-laws of the respective Societies; and

Whereas the Public Accountants' and Auditors' Board established in terms of section 2 of the Act (hereinafter referred to as "the Board") is, in terms of the Act vested with certain rights, functions and powers which, immediately prior to the independence of Venda were exercisable in respect of registered accountants and auditors resident in Venda; and

Whereas the Societies are vested with certain rights, functions and powers which, immediately prior to the independence of Venda, were exercisable in respect of chartered accounts (South Africa) resident in Venda; and

Whereas accountants and auditors registered under the Act and chartered accountants (South Africa) who are members of any of the Societies would, but for the entering into of this Agreement, cease as from the date of independence of Venda, to be subject to the provisions of the laws and/or by-laws mentioned above as applicable in the Republic of South Africa; and

Whereas the Board is prepared to retain the registration of registered accounts and auditors now or hereafter resident in Venda and to register as public accountants and auditors persons now or hereafter

wat tans of hierna in Venda woonagtig is asof hulle permanent in die Republiek van Suid-Afrika woonagtig is, behoudens *mutatis mutandis* die bepalings van die Wet, en mits hulle voortgaan om die voorgeskrewe gelde te betaal en onderworpe bly aan die bepalings van die Wet en enige ander wet van toepassing op rekenmeesters en ouditeurs woonagtig in die Republiek van Suid-Afrika; en

Nademaal die rekenmeesters en ouditeurs wat in Venda woonagtig is en kragtens die bepalings van die Wet geregistreer is, begerig is om voort te gaan om as sodanig geregistreer te wees en onderworpe aan die beheer van die Raad en aan die bepalings van die Wet te wees; en

Nademaal elk van die Genootskappe bereid is om lede wat tans of hierna in Venda woonagtig is, te behou en toe te laat as lede van elke onderskeie Genootskap behoudens *mutatis mutandis* die regsbepalings van toepassing op lidmaatskap van daardie Genootskap in die Republiek van Suid-Afrika en mits hulle voortgaan om die voorgeskrewe gelde te betaal en onderworpe bly *mutatis mutandis* aan enige ander wet van toepassing op geoktrooieerde rekenmeesters in die Republiek van Suid-Afrika; en

Nademaal geoktrooieerde rekenmeesters (Suid-Afrika) woonagtig in Venda begerig is om voort te gaan om lede te bly van en onderworpe te bly aan die beheer van die Genootskappe waarvan hulle lede was onmiddellik voor die onafhanklikwording van Venda;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda hierby soos volg ooreenkom:

ARTIKEL 1

Die Regering van Venda verbind hom hierby om te verseker dat—

(a) die regte, funksies en bevoegdhede by wet in die Republiek van Suid-Afrika aan die Raad verleen ten opsigte van geregistreerde rekenmeesters en ouditeurs en klerke onder leerkontrak by geregistreerde rekenmeesters en ouditeurs en aan die Genootskappe ten opsigte van geoktrooieerde rekenmeesters met ingang van die datum van onafhanklikwording van Venda voortgaan om uitoefenbaar te wees en geag word altyd uitoefenbaar te gewees het, deur die Raad of die Genootskappe, na gelang van die geval, ten opsigte van geregistreerde rekenmeesters en ouditeurs en klerke onder leerkontrak in Venda *mutatis mutandis* op dieselfde wyse en met dieselfde bepalings en voorwaardes as dié wat op hulle van toepassing sou gewees het indien hulle in die Republiek van Suid-Afrika woonagtig was of daar gepraktiseer of onder leerkontrak gedien het;

(b) geregistreerde rekenmeesters en ouditeurs en die klerke onder leerkontrak by geregistreerde rekenmeesters en ouditeurs in Venda, met ingang van die datum van onafhanklikwording van Venda, *mutatis mutandis* onderworpe is aan dieselfde verpligtinge en dieselfde regte het ten opsigte van die Raad en ingevolge die Wet en ten opsigte van die Genootskappe, as dié wat van toepassing sou gewees het indien hulle in die Republiek van Suid-Afrika woonagtig was of daar gepraktiseer of onder leerkontrak gedien het;

(c) geregistreerde rekenmeesters en ouditeurs woonagtig in Suid-Afrika met ingang van die datum van onafhanklikwording van Venda geregtig is op en

resident in Venda as if they were permanently resident in the Republic of South Africa subject *mutatis mutandis* to the provisions of the Act and provided they continue to pay the prescribed fees and remain subject to the provisions of the Act and any other law applicable to accountants and auditors resident in the Republic of South Africa; and

Whereas the accountants and auditors resident in Venda and registered in terms of the Act wish to continue to be so registered and to be subject to the control of the Board and governed by the provisions of the Act; and

Whereas the Societies are each prepared to retain and admit members now or hereafter resident in Venda as members of each respective Society subject *mutatis mutandis* to the legal provisions applicable to membership of that Society in the Republic of South Africa and provided they continue to contribute the prescribed fees and remain subject *mutatis mutandis* to any other law applicable to chartered accountants in the Republic of South Africa; and

Whereas chartered accountants (South Africa) resident in Venda wish to continue to remain members and under the control of such of the Societies of which they were members immediately prior to the independence of Venda;

Now, therefore, it is hereby agreed between the Government of the Republic of South Africa and the Government of Venda as follows:

ARTICLE 1

The Government of Venda hereby undertakes to ensure that—

(a) the rights, functions and powers conferred by law in the Republic of South Africa on the Board in respect of registered accountants and auditors and articled clerks of registered accountants and auditors, and on the Societies in respect of chartered accountants, shall, with effect from the date of independence of Venda continue to be exercisable, and be deemed always to have been exercisable, by the Board or the Societies, as the case may be, in respect of registered accountants and auditors and articled clerks in Venda *mutatis mutandis* in the same manner and on the same terms and conditions as those which would have been applicable to them if they were resident or practising or serving under articles of clerkship in the Republic of South Africa;

(b) registered accountants and auditors and articled clerks of registered accountants and auditors in Venda shall, with effect from the date of independence of Venda *mutatis mutandis* be subject to the same obligations and be entitled to the same rights in respect of the Board and in terms of the Act, and in respect of the Societies as those which would have been applicable if they were resident or practising or serving under articles of clerkship in the Republic of South Africa;

(c) registered accountants and auditors resident in South Africa shall with effect from the date of independence of Venda be entitled and be deemed

geag word altyd geregtig te gewees het op die regte en voorregte ingevolge die Wet op dieselfde wyse en met dieselfde bepalings en voorwaardes as dié wat op hulle van toepassing sou gewees het indien hulle in Venda woonagtig was.

ARTIKEL 2

Die Regering van die Republiek van Suid-Afrika verbind hom om te verseker dat geregistreerde rekenmeesters en ouditeurs en klerke onder leerkontrak by geregistreerde rekenmeesters en ouditeurs in Venda, met ingang van die datum van onafhanklikwording van Venda, geregtig is op en geag word altyd geregtig te gewees het op die regte en voorregte ten opsigte van die Raad ingevolge die Wet en ten opsigte van die Genootskappe *mutatis mutandis* op dieselfde wyse en met dieselfde bepalings en voorwaardes as dié wat op hulle van toepassing sou gewees het indien hulle in die Republiek van Suid-Afrika woonagtig was of daar gepraktiseer het of onder leerkontrak gedien het.

ARTIKEL 3

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording deur Venda en kan deur enigeen van die twee Partye opgesê word ses maande skriftelik kennis van beëindiging aan die ander Party langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor albei Partye onderling ooreengekom het, word aangebring deur Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms geteken en geseël het.

Geteken te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

O. P. F. HORWOOD, Minister van Finansies.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA BETREFFENDE VOORTGESETTE DEELNAME DEUR VENDA AAN BESTAANDE EN NUWE TERMYN-KONTRAKTE AANGEGAAN DEUR DIE STAATSTENDERRAAD VAN DIE REPUBLIEK VAN SUID-AFRIKA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die wenslikheid erken van voortgesette deelname deur die Regering van Venda, na onafhanklikheid, aan bestaande en nuwe termynkontrakte aangegaan deur die Staatstenderraad van die Republiek van Suid-Afrika;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Staatstenderraad ingestel kragtens die Wet op die Staatstenderraad, 1968 (Wet 86 van 1968), van die Republiek van Suid-Afrika (hieronder die "Staatstenderraad" genoem) oefen, op versoek van die Regering van Venda maar behoudens die hieropvolgende bepalings van hierdie Ooreenkoms, enige bevoegdheid vir

always to have been entitled to the rights and privileges in terms of the Act in the same manner and on the same terms and conditions as those which would have been applicable to them if they were resident in Venda.

ARTICLE 2

The Government of the Republic of South Africa undertakes to ensure that registered accountants and auditors and article clerks of registered accountants and auditors in Venda shall, with effect from the date of independence of Venda, be entitled, and be deemed always to have been entitled, to the rights and privileges in respect of the Board and in terms of the Act and in respect of the Societies *mutatis mutandis* in the same manner and on the same terms and conditions as those which would have been applicable to them if they were resident or practising or serving under articles of clerkship in the Republic of South Africa.

ARTICLE 3

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

O. P. F. HORWOOD, Minister of Finance.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA REGARDING CONTINUED PARTICIPATION BY VENDA IN EXISTING AND NEW PERIOD CONTRACTS ARRANGED BY THE STATE TENDER BOARD OF THE REPUBLIC OF SOUTH AFRICA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the desirability of the continued participation after independence by the Venda Government in existing and new period contracts arranged by the State Tender Board of the Republic of South Africa;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The State Tender Board established under the State Tender Board Act, 1968 (Act 86 of 1968), of the Republic of South Africa (hereinafter referred to as the "State Tender Board") shall, at the request of the Government of Venda but subject to the succeeding provisions of this Agreement, exercise for and on behalf of

en namens die Regering van Venda uit wat genoemde Staatstenderraad kragtens genoemde Wet vir en namens Staatsdepartemente van die Republiek van Suid-Afrika uitoefen in verband met ooreenkomste met persone vir die verskaffing van leweransies of dienste gedurende enige bepaalde tydperk.

ARTIKEL 2

Die Staatstenderraad is nie verplig om enige bevoegdheid in Artikel 1 bedoel, uitsluitlik vir en namens die Regering van Venda uit te oefen nie, maar is deur daardie Artikel gebind slegs in die geval van ooreenkomste vir die verskaffing van leweransies of dienste aan Staatsdepartemente van die Republiek van Suid-Afrika.

ARTIKEL 3

Die bepalings van Artikel 1 is nie van toepassing indien dit na die mening van die Minister van Finansies van die Republiek van Suid-Afrika nie vir die Staatstenderraad moontlik is om enige ooreenkoms op redelike voorwaardes te sluit vir die verskaffing van enige leweransies of dienste, ook aan die Regering van Venda, nie.

ARTIKEL 4

Die Regering van Venda moet—

(1) hom hou aan die bepalings en voorwaardes van kontrakte gereël deur die Staatstenderraad;

(2) hom hou aan die besluite van die Staatstenderraad of enige persoon aan wie bevoegdheid gedelegeer is om sodanige besluite te neem betreffende aangeleenthede wat voortspruit uit of betrekking het op sodanige kontrakte; en

(3) die Regering van die Republiek van Suid-Afrika vrywaar teen enige eise wat ontstaan as gevolg van skending van so 'n kontrak deur die Regering van Venda of enige beamppte of ander persoon wat namens hom optree.

ARTIKEL 5

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enige van die twee Partye opgesê word deur ses maande skriftelike kennis van beëindiging aan die ander Party te gee langs die diplomatieke kanaal.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

O. P. F. HORWOOD, Minister van Finansies.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

the Government of Venda any power which the said Board may in terms of that Act exercise for and on behalf of Departments of State of the Republic of South Africa in respect of agreements with persons for the furnishing of supplies or services during any fixed period.

ARTICLE 2

The State Tender Board shall not be obliged to exercise any power referred to in Article 1 exclusively for and on behalf of the Government of Venda but shall be bound by that Article only in the case of agreements for the furnishing of supplies or services to Departments of State of the Republic of South Africa.

ARTICLE 3

The provisions of Article 1 shall not apply if in the opinion of the Minister of Finance of the Republic of South Africa, the State Tender Board is unable to conclude any agreement on reasonable terms for the furnishing of any supplies or services also to the Government of Venda.

ARTICLE 4

The Government of Venda shall—

(1) abide by the terms and conditions of contracts arranged by the State Tender Board;

(2) abide by the decisions of the State Tender Board or any person to whom power to take such decisions has been delegated in regard to matters arising from or pertaining to such contracts; and

(3) indemnify the Government of the Republic of South Africa against any claims resulting from any breach of such a contract by the Government of Venda or any official or other person acting on its behalf.

ARTICLE 5

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August, 1979.

O. P. F. HORWOOD, Minister of Finance.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

MINISTERIE VAN GESONDHEID

OOREENKOMS TUSSEN DIE REGERINGS VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR RAADPLEGING, SAMEWERKING EN WEDERSYDSE HULP IN AANGELEENTHEDE BETREFFENDE GESONDHEIDSDIENSTE, EN DIE HANDHAWING VAN TOEREIKENDE EN VERENIGBARE STANDAARDE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die bestaande vriendelike samewerking tussen die twee Regerings en hulle inwoners erken; en

Nademaal dit nodig is vir die doeltreffende bestryding van siekte en die beskerming en bewaring van gesondheid in die algemeen dat daar raadpleging, samewerking en wedersydse hulp in gesondheidsaangeleenthede behoort te wees tussen die Regering van die Republiek van Suid-Afrika en die Regering van Venda, meer spesifiek in die daargestelling, voortsetting en handhawing van toereikende en verenigbare standaarde daarin;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Regering van die Republiek van Suid-Afrika kan deur bemiddeling van sy Departement van Gesondheid (hieronder Republiekgesondheid genoem) en op versoek van die Regering van Venda, deur bemiddeling van sy Departement van Gesondheid en Welsyn (hieronder Vendagesondheid genoem)—

(a) professionele en tegniese advies, leiding en inligting in verband met gesondheidsaangeleenthede aan Vendagesondheid beskikbaar stel;

(b) vir die inligting, leiding en hulp van Vendagesondheid statistieke en ander data kollasioneer en verwerk, hetsy deur middel van 'n rekenoutomaat of andersins ten opsigte van—

(i) siektes in enige distrik van Venda; en

(ii) die beheer van narkotiese en psigotropiese stowwe soos vereis deur die internasionale ooreenkoms tot tyd en wyl die Venda Regering dit op sigself kan bekragtig;

(c) in die geval van 'n epidemie of natuurlike ramp in Venda of enige noodtoestand wat daaruit voortspuit, sodanige gekwalifiseerde personeel en ander middele as wat nodig is om die toestand die hoof te bied, tot die beskikking van Vendagesondheid stel;

(d) waar moontlik sodanige gekwalifiseerde personeel tot die beskikking van Vendagesondheid stel wat behulpsaam sal wees om 'n doeltreffende gesondheidsdiens te lewer, en tot tyd en wyl Vendagesondheid self sodanige diens kan lewer;

(e) waar die betrokke opleidingsfasiliteite nie in Venda beskikbaar is nie, mediese, tandheelkundige, verpleeg, aptekers en paramediese personeel van Venda binne sy vermoë oplei, of waar Republiekgesondheid nie fasiliteite daarvoor het nie, met ander organisasies in die Republiek onderhandel om die nodige opleidingsfasiliteite daarvoor beskikbaar te stel;

(f) die Regering van Venda op eie koste van sodanige entstof wat Republiekgesondheid of van oorsee aankoop of in sy laboratoriums vervaardig voorsien; en

MINISTRY OF HEALTH

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO CONSULTATION, CO-OPERATION AND RECIPROCAL ASSISTANCE IN MATTERS CONCERNING HEALTH SERVICES, AND THE MAINTENANCE OF ADEQUATE AND COMPATIBLE STANDARDS

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas it is necessary for the effective combating of disease and the protection and preservation of health generally that there should be consultation, co-operation and reciprocal aid in health matters between the Government of the Republic of South Africa and the Government of Venda especially in the provision, continuation and maintenance of adequate and compatible standards therein;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The Government of the Republic of South Africa may through its Department of Health (hereinafter referred to as Republican Health) and on request by the Government of Venda, through its Department of Health and Welfare (hereinafter referred to as Venda Health)—

(a) make available to Venda Health professional and technical advice, guidance and information in health matters;

(b) for the information, guidance and assistance of Venda Health, collate and process statistics and other data, whether by means of a computer or otherwise, relating to—

(i) disease in any district of Venda; and

(ii) the control of narcotic and psychotropic substances as required by the relevant international conventions, until such time as the Venda Government has ratified these in its own right;

(c) place at the disposal of Venda Health, in the event of an epidemic or natural disaster in Venda or any emergency arising therefrom, such qualified personnel and other means as may be necessary to meet the situation;

(d) where possible place at the disposal of the Government of Venda such qualified personnel who will assist in the rendering of an effective health service, until such time as Venda Health can itself render such service;

(e) where the relevant training facilities are not available in Venda, train within its resources, medical, dental, nursing, pharmacist and para-medical staff from Venda, or where Republican Health does not have facilities therefor, negotiate with other organisations within the Republic to make the necessary training facilities available therefor;

(f) supply the Government of Venda at its expense with such vaccines as Republican Health either purchases from overseas or manufactures in its laboratories; and

(g) onderneem om aan Vendagesondheid die koste te vergoed van alle dienste wat versoek is deur, en gelewer is aan, die Regering van Suid-Afrika ingevolge hierdie Ooreenkoms.

ARTIKEL 2

Die Regering van Venda onderneem—

(a) om Republiekgesondheid van tyd tot tyd te voorsien van sodanige statistieke en ander inligting as wat vir doeleindes van Artikel 1 (b) nodig is;

(b) om te verseker dat die bepalings van die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (Wet 54 van 1972), toegepas word op goedere wat in Venda geproduseer, vervaardig of verwerk word vir menslike verbruik of gebruik en vir verkoop in Venda en in die Republiek van Suid-Afrika;

(c) om te verseker dat die bepalings van die Wet op Gevaarhoudende Stowwe, 1973 (Wet 15 van 1973), toegepas word op alle gegroepeerde gevaarhoudende stowwe wat in Venda geproduseer of vervaardig word vir verkoop of gebruik in die Republiek van Suid-Afrika;

(d) om te verseker dat die bepalings van die Wet op die Beheer van Medisyne en Verwante Stowwe, 1965 (Wet 101 van 1965), toegepas word op alle medisyne en gelyste stowwe wat in Venda geproduseer of vervaardig word vir verkoop of gebruik in Venda en in die Republiek van Suid-Afrika;

(e) om, in die geval van 'n epidemie of natuurlike ramp wat buite Venda voorkom of enige noodgestand wat daaruit voortspruit alle sodanige stappe as wat binne sy vermoë is, te doen om Republiekgesondheid behulpsaam te wees in die aangeleentheid;

(f) om in enige distrik van Venda sodanige fasiliteite en geriewe te verskaf as wat ooreengekom en benodig mag word deur Republiekgesondheid in die nakoming of vervulling van sy verpligtinge of funksies ingevolge hierdie Ooreenkoms;

(g) om aan Republiekgesondheid die koste te vergoed van alle dienste wat versoek is deur, en gelewer is aan, die Regering van Venda ingevolge hierdie Ooreenkoms; en

(h) om noue volgehoue skakeling met die Regering van die Republiek van Suid-Afrika oor gesondheidsbeplanning in Venda te handhaaf sodat behoorlik gekwalifiseerde personeel, binne die vermoë van Republiekgesondheid, op versoek van Vendagesondheid vir sodanige beplande nuwe dienste gestel kan word.

ARTIKEL 3

Vir die bereiking van die oogmerke en doelstellings van hierdie Ooreenkoms moet daar raadpleging tussen die Regering van die Republiek van Suid-Afrika en die Regering van Venda wees in verband met die aangeleenthede waarop hierdie Ooreenkoms betrekking het en die formulering en implementering van gesondheidsbeleid in die algemeen, en vir die doel van sodanige raadpleging kom die Partye hiertoe ooreen—

(a) om mekaar op die hoogte te hou van ontwikkelings op die gebied van gesondheidsaangeleenthede in hulle onderskeie lande, insluitende voorgestelde gesondheidswetgewing;

(b) om uitruilbesoeke deur en tussen beamptes van die onderskeie gesondheidsdepartemente en gesondheidsdienste te reël; en

(c) om inligting oor gesondheidsaangeleenthede te alle tye te deel en uit te ruil.

(g) undertakes to repay Venda Health the cost of all services requested by and rendered to the Government of the Republic of South Africa under this Agreement.

ARTICLE 2

The Government of Venda undertakes—

(a) to furnish Republican Health from time to time, with such statistics and other information as may be required for the purpose of Article 1 (b);

(b) to ensure that the provisions of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972), are applied to goods produced, manufactured or processed in Venda for human consumption or use and for sale in the Republic of South Africa;

(c) to ensure that the provisions of the Hazardous Substances Act, 1973 (Act 15 of 1973), are applied to all grouped hazardous substances produced or manufactured in Venda for sale or use in the Republic of South Africa;

(d) to ensure that the provisions of the Medicines and Related Substances Control Act, 1965 (Act 101 of 1965), are applied to all grouped medicine and substances produced or manufactured in Venda for sale or use in the Republic of South Africa;

(e) in the event of an epidemic or natural disaster occurring outside Venda or any emergency arising therefrom, to take all such action as lies within its power to assist Republican Health in the matter;

(f) to provide in any district of Venda such facilities and amenities as may be agreed upon for the discharge or performance by Republican Health of its obligations or functions under this Agreement;

(g) to repay to Republican Health the cost of all services requested by and rendered to the Government of Venda under this Agreement; and

(h) to maintain close and continuous liaison with the Government of the Republic of South Africa on health planning in Venda in order that suitably qualified personnel may, within the resources of Republican Health, be made available for such planned new services on request by Venda Health.

ARTICLE 3

For the achievement of the aims and objects of this Agreement there shall be consultation between the Government of the Republic of South Africa and the Government of Venda in connection with the matters to which this Agreement relates and the formulation and implementation of Health policy generally, and for the purposes of such consultation the Parties hereto agree—

(a) to keep each other informed of developments in the field of health matters in their respective countries and which may include proposed health legislation;

(b) to arrange exchange visits by and between the officers of the respective health departments and health services; and

(c) to share and exchange information on health matters at all times.

ARTIKEL 4

Die Partye kom verder ooreen om in alle aangeleenthede wat die openbare gesondheid raak of waarskynlik sal raak, internasionaal aanvaarde gesondheidsstandaarde na hulle beste vermoë voor te skryf en toe te pas, en dat die standaarde ten opsigte van internasionale reisgesondheidsvereistes deur die twee lande gehandhaaf sal word, maar dat burgers van die twee lande nie internasionale gesondheidsdokumente nodig sal hê wanneer die gemeenskaplike grense oorgesteek word nie.

ARTIKEL 5

Ten opsigte van die lewering van wedersydse gesondheidsdienste tussen die Regering van die Republiek van Suid-Afrika en die Regering van Venda, word ooreengekom dat die huidige reëling tussen hospitale van die vier Provinsiale Administrasies, hospitale in die selfregerende gebiede, Republiekhospitale en Vendahospitale voortgesit word waarvolgens burgers van die twee lande wat nie individueel aanspreeklik vir hulle eie hospitaalgelde kan aanvaar nie, behandel word sonder dat die betrokke koste verhaal word, met uitsondering van ortopediese toestelle wat deur die Provinsiale Administrasies en Republiekgesondheid verskaf word en waar ooreengekome vorderings vir die verskaffing van sodanige toestelle gehef sal word.

ARTIKEL 6

Aangesien beide Partye dit essensieel en nodig ag dat daar raadpleging, samewerking en wedersydse hulp behoort te wees in aangeleenthede rakende die beheer oor medisyne, verskeie professies aktief betrokke op die gebied van gesondheid en die opleiding en registrasie van lede van die mediese, tandheelkundige, verpleeg- en aanverwante professies, word hiermee ooreengekom dat die regering van Venda afsonderlike ooreenkomste sluit met die betrokke statutêre liggame in die Republiek van Suid-Afrika waarvolgens hierdie aangeleenthede gereël word.

ARTIKEL 7

Aangesien albei Partye dit nodig ag dat die lug van die twee lande nie besoedel word nie, word ooreengekom dat Deel II van die Wet op Lugbesoedeling, 1965 (Wet 45 van 1965), deur albei Partye toegepas sal word.

ARTIKEL 8

(a) Hierdie Ooreenkoms tree in werking op die dag van Venda se onafhanklikheidswording en bly van krag totdat ses maande skriftelike kennis van sy beëindiging deur enigee van die twee Partye deur die diplomatieke kanale gegee word.

(b) Enige wysiging van hierdie Ooreenkoms sal onderling ooreengekom deur albei Partye deur middel van Diplomatieke Notas tussen hulle uitgeruil word.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in duplo, op hede die 13de dag van Augustus 1979.

L. A. P. A. MUNNIK.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

ARTICLE 4

The Parties hereto further agree in all matters affecting or likely to affect public health, to prescribe and apply to the best of their ability internationally accepted health standards and that the standards in respect of international travel health requirements will be maintained by the two countries but that international health documents will not be required of citizens of the two countries when crossing the common borders.

ARTICLE 5

In respect of the rendering of reciprocal health services between the Government of the Republic of South Africa and the Government of Venda it is agreed that the present arrangement between hospitals of the four Provincial Administrations, hospitals in self-governing Territories, Republican hospitals and Venda hospitals be continued whereby citizens of the two countries, who cannot individually accept liability for their own hospital fees, are treated without the recovery of the expenditure involved, with the exception of orthopaedic appliances supplied by the Provincial Administrations and Republican Health where agreed charges for the supply of such appliances will be raised.

ARTICLE 6

As both Parties consider that it is essential and necessary that there should be consultation, co-operation and reciprocal aid in matters relating to the control of medicines, various professions actively involved in health matters and the training and registration of members of medical, dental, nursing and allied professions, it is hereby agreed that the Government of Venda shall conclude separate agreements with the relevant statutory bodies in the Republic of South Africa whereby these matters are regularised.

ARTICLE 7

As both Parties consider that it is essential and necessary that the atmosphere of the two countries should not be polluted it is hereby agreed that Part II of the Atmospheric Pollution Act, 1965 (Act 45 of 1965), shall be applied by both Parties.

ARTICLE 8

(a) This Agreement shall enter into force on the date upon which Venda becomes independent and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

L. A. P. A. MUNNIK.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

MINISTERIE VAN GEVANGENISSE

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA BETREFFENDE DIE AANHOUDING VAN GEVAGENES IN DIE REPUBLIEK VAN SUID-AFRIKA EN IN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal artikel 30 van die Wet op Gevangenis, 1959 (Wet 8 van 1959), die Minister van Gevangenis van die Republiek van Suid-Afrika volmag gee om 'n ooreenkoms aan te gaan met die regering van enige gebied in Afrika volgens bepalings en op voorwaardes uiteengesit in die Ooreenkoms, vir die ontvangs in die Republiek van Suid-Afrika en aanhouding in enige gevangenis in die Republiek van Suid-Afrika van enige persoon wat gevonnissen is of verwys is vir aanhouding daarin deur 'n bevoegde hof of persoon in sodanige gebied volgens die wet van krag in sodanige gebied; en

Nademaal die Regering van Venda op dieselfde manier 'n ooreenkoms mag aangaan met die regering van enige gebied in Afrika volgens bepalings en op voorwaardes uiteengesit in die Ooreenkoms vir die ontvangs in Venda en aanhouding in enige gevangenis daarin van enige persoon wat tot gevangenisstraf gevonnissen is deur 'n bevoegde hof van sodanige gebied, ooreenkomstig enige wet wat daarin van krag is, of die opneming van enige persoon wat na 'n gevangenis verwys is vir aanhouding daarin deur 'n bevoegde hof of 'n persoon wat daartoe gemagtig is by enige wetsbepaling of enige bevel, reël of regulasie wat die krag van wet het; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda wedersyds begerig is om sodanige ooreenkoms aan te gaan;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda behoudens die bepalings van genoemde Wet en enige genoemde wetsbepalings en op voorwaardes wat hieronder verskyn, soos volg ooreenkom:

ARTIKEL 1

Enige persoon wat deur 'n bevoegde hof van Venda ooreenkomstig die reg gevonnissen is, of enige persoon wat na 'n gevangenis verwys is vir aanhouding daarin deur 'n bevoegde hof of 'n persoon wat daartoe gemagtig is by enige wetsbepaling of enige bevel, reël of regulasie wat die krag van wet het mag opgeneem en aangehou word in gevangenis in die Republiek van Suid-Afrika en enige persoon wat deur 'n bevoegde hof van die Republiek van Suid-Afrika ooreenkomstig die reg gevonnissen is, of enige persoon wat na 'n gevangenis verwys is vir aanhouding daarin deur 'n bevoegde hof of 'n persoon wat daartoe gemagtig is by enige wetsbepaling of enige bevel, reël of regulasie wat die krag van wet het, mag opgeneem en aangehou word in gevangenis in Venda.

ARTIKEL 2

Gevangenes wat gevonnissen is deur hof in die Republiek van Suid-Afrika en aangehou word in 'n gevangenis in Venda op die dag waarop Venda onafhanklikheid verkry, word beskou as gevonnissen deur 'n bevoegde hof van Venda ooreenkomstig die reg wat daarin van

MINISTRY OF PRISONS

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING THE DETENTION OF PRISONERS IN THE REPUBLIC OF SOUTH AFRICA AND IN VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas section 30 of the Prisons Act, 1959 (Act 8 of 1959), empowers the Minister of Prisons of the Republic of South Africa to enter into an agreement with the government of any territory in Africa on terms and conditions set out in the Agreement providing for the reception in the Republic of South Africa and detention in any prison in the Republic of South Africa of any person sentenced or referred to any prison for detention therein by a competent court or prison in such territory according to the law in force in such territory; and

Whereas the Government of Venda may likewise enter into an agreement with the government of any territory in Africa on terms and conditions set out in the Agreement, for the reception in Venda and detention in any prison therein of any person sentenced to imprisonment by a competent court of such territory according to the law in force therein, or the admission of any person who has been committed to prison for detention therein by a competent court or a person authorised thereto by any law or any order, rule or regulation having the force of law; and

Whereas the Government of the Republic of South Africa and the Government of Venda are mutually desirous of concluding such an agreement;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda, subject to the provisions of the said Act and any said law and to conditions hereinafter appearing, agree as follows:

ARTICLE 1

Any person sentenced by a competent court of Venda, according to law or any person who has been committed to prison for detention therein by a competent court or a person authorised by any law or any order, rule or regulation having the force of law, may be admitted and detained in prisons in the Republic of South Africa and any person sentenced by a competent court of the Republic of South Africa according to law or any person who has been committed to prison for detention therein by a competent court or a person authorised by any law or any order, rule or regulation having the force of law, may be admitted and detained in prisons in Venda.

ARTICLE 2

Prisoners sentenced by courts in the Republic of South Africa and detained in a prison in Venda on the day on which Venda attains independence will be regarded as sentenced by a competent court of Venda according to the law in force therein and thereupon

krag is en daarna word sodanige persone onderwyl hulle so aangehou word behandel en is hulle onderworpe aan dieselfde wetsbepalings en regulasies in elke opsig asof hulle 'n vonnis uitdien van 'n bevoegde hof van Venda en gevangenes wat gevonniss is deur howe in Venda en aangehou word in 'n gevangenis in die Republiek van Suid-Afrika op die dag waarop Venda onafhanklikheid verkry, word beskou as gevonniss deur 'n bevoegde hof van die Republiek van Suid-Afrika ooreenkomstig die reg wat daarin van krag is, en daarna word sodanige persone, onderwyl hulle so aangehou word, behandel en is hulle onderworpe aan dieselfde wetsbepalings en regulasies, in elke opsig, asof hulle 'n vonnis uitdien van 'n bevoegde hof van die Republiek van Suid-Afrika.

ARTIKEL 3

Die Regering van Venda en die Regering van die Republiek van Suid-Afrika verbind hulle om aan mekaar 'n allesinsluitende bedrag te betaal waaroor daar van tyd tot tyd ooreengekom kan word, ten opsigte van die daaglikse onderhoud in gevangnisse in hul onderskeie gebiede van gevangenes waarna in Artikel 1 van hierdie Ooreenkoms verwys word. Die Regering van Venda aanvaar verantwoordelikheid vir die vervoer van al sodanige gevangenes vanaf howe, Nasionale Magtasties en gevangnisse in Venda na howe, polisie-stasies en gevangnisse in die Republiek van Suid-Afrika en die Regering van die Republiek van Suid-Afrika aanvaar verantwoordelikheid vir die vervoer van al sodanige gevangenes vanaf howe, polisie-stasies en gevangnisse in die Republiek van Suid-Afrika na howe, Nasionale Magtasties en gevangnisse in Venda met die verstandhouding dat hierdie allesinsluitende daaglikse onderhoud nie van toepassing is nie op gevangenes wat oorgeplaas is deur die Regering van Venda, van Venda na die Republiek van Suid-Afrika of deur die Regering van die Republiek van Suid-Afrika, van die Republiek van Suid-Afrika na Venda uitsluitlik vir die doel van mediese en/of hospitaal-behandeling. In sulke gevalle sal die regering van die land vanwaar die gevangene kom verantwoordelik wees vir: Die direkte koste voortvloeiend uit die mediese en hospitaalbehandeling, die oorpasing van die gevangene heen en weer na en van die hospitaal en ook vir sy bewaking terwyl hy daar is.

ARTIKEL 4

Alle geregtelike boetes wat deur howe in Venda opgelê is en wat in die Republiek van Suid-Afrika betaal is, word aan die Regering van Venda terugbetaal en alle geregtelike boetes wat deur howe in die Republiek van Suid-Afrika opgelê is en wat in Venda betaal is word aan die Regering van die Republiek van Suid-Afrika terugbetaal.

ARTIKEL 5

By ontslag uit aanhouding in gevangnisse in die Republiek van Suid-Afrika keer burgers van Venda en persone woonagtig in Venda daarheen terug en die Regering van Venda word verantwoordelik gehou vir enige koste wat met betrekking tot die ontslag en vervoer van sodanige persone aangegaan word, en by ontslag uit aanhouding in gevangnisse in Venda keer burgers van die Republiek van Suid-Afrika daarheen terug en die Regering van die Republiek van Suid-Afrika word verantwoordelik gehou vir enige koste wat met betrekking tot die ontslag en vervoer van sodanige persone aangegaan word: Met dien verstande dat

such persons, whilst so detained, shall be treated and be subject to the same laws and regulations in every respect as if they were undergoing a sentence of a competent court of Venda, and prisoners sentenced by courts in Venda and detained in a prison in the Republic of South Africa on the day on which Venda attains independence will be regarded as sentenced by a competent court of the Republic of South Africa according to the law in force therein, and thereupon such persons, whilst so detained, shall be treated and be subject to the same laws and regulations in every respect as if they were undergoing a sentence of a competent court of the Republic of South Africa.

ARTICLE 3

The Government of Venda and the Government of the Republic of South Africa undertake to pay to each other such all inclusive amount as may from time to time be agreed upon in respect of the daily maintenance in prisons in their respective territories of such prisoners as referred to in Article 1 of this Agreement. The Government of Venda accepts responsibility for the transportation of all such prisoners from courts, national force stations and prisons in Venda to courts, police stations and prisons in the Republic of South Africa and the Government of the Republic of South Africa accepts responsibility for the transportation of all such prisoners from courts, police stations and prisons in the Republic of South Africa to courts, national force stations and prisons in Venda. With the understanding that this all inclusive daily maintenance does not apply to prisoners who are transferred by the Government of Venda, from Venda to the Republic of South Africa or by the Government of the Republic of South Africa, from the Republic of South Africa to Venda solely for the purpose of medical and/or hospital treatment. In such cases the Government of the country from which the prisoner comes, will be responsible for: The direct costs resulting from medical and hospital treatment, the transfer of the prisoner to and from the hospital, as well as for his guarding whilst there.

ARTICLE 4

All judicial fines that have been imposed by courts in Venda and which have been paid in the Republic of South Africa shall be refunded to the Government of Venda and all judicial fines that have been imposed by courts in the Republic of South Africa and which have been paid in Venda shall be refunded to the Government of the Republic of South Africa.

ARTICLE 5

On discharge from custody in prisons in the Republic of South Africa, citizens of Venda and persons residing in Venda shall return thither and the Government of Venda shall be held responsible for any expense incurred regarding the discharge and transport of such persons and on discharge from custody in prisons in Venda, citizens of the Republic of South Africa shall return thither and the Government of the Republic of South Africa shall be held responsible for any expenses incurred regarding the discharge and transport of such persons: Provided that the provisions of this Article

die bepalings van hierdie Artikel nie van toepassing sal wees nie indien dit teenstrydig is met die bepalings van enige ooreenkoms tussen die Regering van die Republiek van Suid-Afrika en die Regering van Venda met betrekking tot die indiensneming van burgers van die Republiek van Suid-Afrika in Venda en tot die indiensneming van burgers van Venda in die Republiek van Suid-Afrika.

ARTIKEL 6

Gevangenes wat kragtens die wetgewing wat handel oor die veiligheid van die Staat gevonniss of aangehou word, word uit hierdie Ooreenkoms uitgesluit.

ARTIKEL 7

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikheid van Venda en kan deur enigen van die twee Partye opgesê word deur ses maande skriftelike kennis van beëindiging aan die ander Party langs die diplomatieke kanaal te gee. Indien en wanneer hierdie Ooreenkoms beëindig word, word alle gevangenes wat volgens hierdie Ooreenkoms in gevangenis aangehou word, na die gebiede waarin hulle gevonniss is, teruggestuur.

(b) Enige wysiging van hierdie Ooreenkoms waaroor albei Partye onderling ooreengekom het, word aangebring deur Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hul onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op hede die 13de dag van Augustus 1979.

L. LE GRANGE.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

MINISTERIE VAN HANDEL EN VERBRUIKER-SAKE

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR AANGELEENTHEDE RAKENDE MAATSKAPPYE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkings erken wat daar tussen hulle twee Regerings en hulle mense bestaan; en

Nademaal dit geag word tot voordeel van beide lande te strek om, sover moontlik, 'n eenvormige benadering te handhaaf ten opsigte van aangeleenthede van gemeenskaplike belang; en

Nademaal daar besef word dat maatskappye wat in die Republiek van Suid-Afrika ingelyf of geregistreer is, ewigdurende bestaansreg in die Republiek kan geniet waar hulle ook al in die Republiek geleë is; en

Nademaal die Regering van Venda voornemens is om die aanname van die toepaslike wetgewing wat in die Republiek van Suid-Afrika van toepassing is, te inisieer opdat dit *mutatis mutandis* in Venda van toepassing kan wees; en

Nademaal die Regering van Venda dit nodig ag om wetgewende maatreëls in te stel ten einde die ononderbroke voortsetting van regte en verpligtinge in aangeleenthede rakende maatskappye te verseker; en

shall not apply if they are inconsistent with the provisions of any agreement between the Government of the Republic of South Africa and the Government of Venda with regard to the employment of citizens of the Republic of South Africa in Venda and to the employment of citizens of Venda in the Republic of South Africa.

ARTICLE 6

Prisoners sentenced or detained in terms of the legislation dealing with the security of the State are excluded from this Agreement.

ARTICLE 7

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel. If and when this Agreement is terminated all prisoners who are being held in prisons in terms of this Agreement shall be returned to the territories in which they were sentenced.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

L. LE GRANGE.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

MINISTRY OF COMMERCE AND CONSUMER AFFAIRS

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA ON MATTERS PERTAINING TO COMPANIES

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas it is deemed to be to the benefit of both countries to maintain, as far as possible, uniformity of approach in matters of common concern; and

Whereas it is appreciated that companies incorporated or registered in the Republic of South Africa may enjoy perpetual existence wherever situated in the Republic; and

Whereas it is the intention of the Government of Venda to initiate the adoption of the appropriate companies legislation applicable in the Republic of South Africa in order that it may apply *mutatis mutandis* in Venda; and

Whereas the Government of Venda deems it necessary to introduce legislative measures to ensure the matters pertaining to companies; and

Nademaal dit verlang word dat maatskappye wat geregistreerde kantore in Venda het, daar sal voortbestaan en, by of so gou doenlik ná die datum van onafhanklikwording van Venda, daar geregistreer sal word;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL I

Die toepaslike wetgewing op maatskappye en aanverwante aangeleenthede bedoel in hierdie Ooreenkoms is—

- (a) die Maatskappywet, 1973 (Wet 61 van 1973), en enige regulasie daarkragtens uitgevaardig; en
- (b) die Wet op Besigheidsname, 1960 (Wet 27 van 1960), en enige regulasies daarkragtens uitgevaardig.

ARTIKEL II MAATSKAPPYE

1. Die Regering van Venda verbind hom daartoe—

(a) om by, of so gou doenlik na die onafhanklikwording van Venda wetgewing in te voer ten einde voorsiening te maak vir die instelling van 'n registrasiekantoor vir maatskappye in Venda, die registrasie van maatskappye sonder onderbreking in hul regs-persoonlikheid en om verder voorsiening te maak vir die administrasie van die Maatskappywet, 1973 (Wet 61 van 1973), in Venda;

(b) om bestaande maatskappye of bestaande buitelandse maatskappye met geregistreerde kantore of plekke van besigheid in of buite Venda by, of so gou doenlik na die onafhanklikwording van Venda ooreenkomstig die bepalings van die toepaslike voorge-melde wetgewing, in Venda te registreer;

(c) om na die onafhanklikwording van Venda, noue samewerking met die Regering van die Republiek van Suid-Afrika met betrekking tot die registrasie van maatskappye in Venda te behou om te verseker dat daar nie 'n onderbreking in die regs-persoonlikheid of die regte of verpligtinge van maatskappye ontstaan nie.

2. Die Regering van die Republiek van Suid-Afrika onderneem om—

(a) Venda met die registrasie van maatskappye en die administrasie van die Maatskappywet, 1973, asook sodanige wetgewing as wat Venda by of na onafhanklikwording invoer om aangeleenthede rakende maatskappye te reguleer, behulpsaam te wees vir solank as wat Venda sodanige hulp mag benodig;

(b) gesertifiseerde afskrifte van al die rekords ten opsigte van die maatskappye in paragraaf 1 (b) hierbo bedoel, aan Venda by of na sy onafhanklikwording, gratis te voorsien;

(c) om die nodige opleiding in aangeleenthede rakende maatskappye, aan beamptes wat deur Venda vir die doel benoem word, te verskaf; en

(d) om tot tyd en wyl Venda na sy onafhanklikwording, 'n Vaste Advieskomitee oor Maatskappy-reg kan aanstel, die bevindinge en aanbevelings van die Vaste Advieskomitee oor Maatskappyreg van die Regering van die Republiek van Suid-Afrika aan Venda oor te dra wat oor die toepassing daarvan, in Venda, kan besluit.

ARTIKEL III

Die Regering van die Republiek van Suid-Afrika en die Regering van Venda kom ooreen dat geen gelde by die registrasie van maatskappye soos in paragraaf 1 (b) bedoel, betaalbaar sal wees nie.

Whereas it is desired that companies having their registered offices in Venda shall continue their existence in Venda and shall, on or as soon as may be practicable after independence of Venda, be registered in Venda;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE I

The appropriate legislation on companies and related matters referred to in this Agreement is—

- (a) the Companies Act, 1973 (Act 61 of 1973), and any regulations published in terms thereof; and
- (b) the Act on Business Names, 1960 (Act 27 of 1960), and any regulations published in terms thereof.

ARTICLE II COMPANIES

1. The Government of Venda undertakes—

(a) to introduce at, or as soon as possible after the independence of Venda, legislation in order to make provision for the establishment of a registration office for companies in Venda, the registration of companies without interruption of their incorporation and further to make provision for the administration of the Companies Act, 1973 (Act 61 of 1973), in Venda;

(b) to register existing companies or existing foreign companies with registered offices or places of business in or outside Venda according to the provisions of the appropriate aforementioned legislation in Venda, at, or as soon as possible after independence of Venda;

(c) to maintain close co-operation with the Government of the Republic of South Africa in regard to the registration of companies in Venda after independence, to ensure that an interruption in the legal personality or the rights or obligations of companies do not arise.

2. The Government of the Republic of South Africa undertakes—

(a) to assist Venda for as long as it may need such assistance with the registration of companies and the administration of the Companies Act, 1973, as well as such legislation which Venda introduce at, or after its independence, to regulate matters pertaining to companies;

(b) to provide Venda free of charge at, or as soon as possible after its independence, with copies of all the records in respect of the companies contemplated in paragraph 1 (b);

(c) to train officers nominated by Venda for this purpose in matters pertaining to companies; and

(d) to furnish the findings and recommendations of the Standing Advisory Committee on Companies Law, of the Government of the Republic of South Africa, to Venda, who can decide on the applicability thereof in Venda, until such time as Venda has appointed its own Standing Advisory Committee on Companies Law.

ARTICLE III

The Government of the Republic of South Africa and the Government of Venda agree that no moneys shall be payable at the registration of companies as referred in paragraph 1 (b).

ARTIKEL IV

(a) Hierdie Ooreenkoms tree in werking op die dag van onafhanklikheid en kan deur enigeen van die Partye geëindig word deur ses maande skriftelike kennis aan die ander Party, langs die Diplomatieke kanaal, te gee.

(b) Enige wysiging van hierdie Ooreenkoms waarvoor onderling deur beide Partye ooreengekom is, moet aangebring word deur middel van Diplomatieke Notawisseling tussen die Partye.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hul onderskeie Regerings gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

S. W. v. d. MERWE.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR AANGELEENTHEDE RAKENDE PATENTE, HANDELSMERKE, MODELLE, OUTEURSREG EN HANDELSWAREMERKE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat daar tussen die twee Regerings en hul mense bestaan, erken; en

Nademaal dit geag word tot voordeel van beide lande te strek om, sover moontlik, 'n eenvormige benadering te handhaaf ten opsigte van aangeleenthede van gemeenskaplike belang; en

Nademaal daar besef word dat sekere persone soos patenthouers, eienaars van handelsmerke en eienaars van modelregistrasies bestaande regte ten opsigte van patente, handelsmerke en modelle in Venda geniet kragtens registrasies wat voor die onafhanklikwording van Venda geskied het; en

Nademaal daar besef word dat outeursreg in literêre, dramatiese en artistieke werke, gepubliseerd of ongepubliseerd, in die Republiek van Suid-Afrika bestaan; en

Nademaal daar besef word dat daar verbodsbepalings bestaan rakende die gebruik van sekere merke ten opsigte van handel, besigheid, professies of beroepe of ten opsigte van handelsmerke, merke of handelsbeskrywings op goedere toegepas; en

Nademaal die Regering van Venda voornemens is om die aanname van die toepaslike wetgewing wat in die Republiek van Suid-Afrika van toepassing is, te inisieer opdat dit *mutatis mutandis* in Venda van toepassing kan wees; en

Nademaal die Regering van Venda dit nodig ag om wetgewende maatreëls in te stel ten einde die ononderbroke voortsetting van regte in aangeleenthede rakende patente, handelsmerke, modelle, outeursreg en handelswaremerke te verseker; en

Nademaal daar verlang word dat—

(a) na die datum van onafhanklikwording van Venda die bestaande regte op patente, handelsmerke en modelle beskerm en voortgesit word soos in paragrawe 1.4.2, 1.5.2 en 1.6.2 uiteengesit;

ARTICLE IV

(a) This Agreement shall enter into force on the date of Independence and may be terminated by any one of the Parties giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between the Parties.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed this Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

S. W. v. d. MERWE.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA ON MATTERS PERTAINING TO PATENTS, TRADE MARKS, DESIGNS, COPYRIGHT AND MERCHANDISE MARKS

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas it is deemed to be to the benefit of both countries to maintain, as far as possible, uniformity of approach in matters of common concern; and

Whereas it is appreciated that certain persons, such as patentees, proprietors of trade marks and proprietors of design registrations, enjoy existing rights to patents, trade marks and designs in Venda by virtue of registrations prior to the independence of Venda; and

Whereas it is appreciated that copyright subsists in literary, dramatic and artistic works whether published or unpublished in the Republic of South Africa; and

Whereas it is appreciated that prohibitions exist on the use of certain marks in connection with trade, business, professions or occupations or in connection with trade marks, marks or trade descriptions applied to goods; and

Whereas it is the intention of the Government of Venda to initiate the adoption of the appropriate legislation applicable in the Republic of South Africa in order that it may apply *mutatis mutandis* in Venda; and

Whereas the Government of Venda deems it necessary to introduce legislative measures to ensure the uninterrupted continuation of rights in matters pertaining to patents, trade marks, designs, copyright and merchandise marks; and

Whereas it is desired that—

(a) the existing rights in patents, trade marks and designs be protected and continued as specified in paragraphs 1.4.2, 1.5.2 and 1.6.2 after the date of independence of Venda;

(b) daar in Venda na sy onafhanklikwording voortgesette beskerming aan bestaande houters van outeursregte verleen word vir die onverstreke tydperke in die betrokke Wet voorgeskryf; en

(c) bestaande verbodsbepalings rakende die merke in paragraaf 3 bedoel, voortgesit word in Venda na sy onafhanklikwording;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL I

PATENTE, HANDELSMERKE EN MODELLE

1.1 Die Regering van die Republiek van Suid-Afrika verklaar Venda tot 'n konvensiële land vir die doel van die wet op Patente, 1978, die Wet op Handelsmerke, 1963, en die Wet op Modelle, 1967.

1.2 Die Regering van Venda verklaar die Republiek van Suid-Afrika tot 'n konvensiële land vir die doel van die Wette in paragraaf 1.1.

1.3 Daar word verstaan dat die Regering van Venda daardie lande wat deur die Republiek van Suid-Afrika as konvensiële lande erken word, as konvensiële lande erken vir die doel van die Wette in paragraaf 1.1 genoem.

1.4 Patente.

1.4.1 Die toepaslike wetgewing op patente in hierdie Ooreenkoms bedoel, is die Wet op Patente, 1978 (Wet 57 van 1978).

1.4.2 Enige patent wat in die Republiek van Suid-Afrika van krag en geldig is onmiddellik voor die datum van onafhanklikwording van Venda, is na daardie datum van gelyke krag en geldigheid in Venda tot die datum waarop sodanige patent vir die eerste keer hernuwe moet word in die Republiek van Suid-Afrika, waarna die verdere voortsetting van die patent in Venda onderworpe is aan hernuwing in Venda.

1.4.3 Enige patentaansoek wat in die Republiek van Suid-Afrika hangende is onmiddellik voor die datum van onafhanklikwording van Venda, is na daardie datum van gelyke krag en geldigheid in Venda en indien sodanige patentaansoek daarna in die Republiek van Suid-Afrika toegestaan word, is die toegestane Suid-Afrikaanse patent van gelyke krag en geldigheid in Venda tot die datum waarop sodanige patent vir die eerste keer in die Republiek van Suid-Afrika hernuwe moet word, waarna die verdere voortsetting daarvan in Venda in ooreenstemming moet wees met die bepalinge van paragraaf 1.4.2.

1.4.4 Enige aansoek, versoek, endossement, verrigting of aksie behoorlik in die Republiek van Suid-Afrika begin of gedoen—

1.4.4.1 voor die datum van onafhanklikwording van Venda ten opsigte van 'n toegestane Suid-Afrikaanse patent of ten opsigte van 'n hangende Suid-Afrikaanse patentaansoek; of

1.4.4.2 na die datum van onafhanklikwording van Venda ten opsigte van 'n Suid-Afrikaanse patentaansoek wat voor sodanige datum van onafhanklikwording hangende was;

is van gelyke krag en geldigheid in Venda na die datum van sy onafhanklikwording en wanneer sodanige aansoek, versoek, endossement, verrigting of aksie in die Republiek van Suid-Afrika tot finaliteit behandel of voortgesit is, is dit in Venda van gelyke krag en geldigheid en is paragraaf 1.4.2 voortaan van toepassing.

1.5 Handelsmerke.

1.5.1 Die toepaslike wetgewing op Handelsmerke in hierdie Ooreenkoms bedoel, is die Wet op Handelsmerke, 1963 (Wet 62 van 1963).

(b) existing copyright holders continue to be afforded protection in Venda after its independence for the unexpired periods provided for in the relevant Act; and

(c) existing prohibitions relating to the marks referred to in paragraph 3 be continued in Venda after its independence;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE I

PATENTS, TRADE MARKS AND DESIGNS

1.1 The Government of the Republic of South Africa shall declare Venda a convention country for the purposes of the Patents Act, 1978, the Trade Marks Act, 1963, and the Designs Act, 1967.

1.2 The Government of Venda shall declare the Republic of South Africa a convention country for the purposes of the Acts mentioned in paragraph 1.1.

1.3 It is understood that the Government of Venda will recognise as convention countries for the purposes of the Acts referred to in paragraph 1.1 those countries which are recognised by the Republic of South Africa.

1.4 Patents.

1.4.1 The appropriate legislation on patents referred to in this Agreement shall be the Patents Act, 1978 (Act 57 of 1978).

1.4.2 Any patent which is of force and effect in the Republic of South Africa immediately before the date of independence of Venda shall be of equal force and effect in Venda after that date until the date on which such patent shall first become due for renewal in the Republic of South Africa, whereupon the further continuance of the patent in Venda shall be subject to renewal in Venda.

1.4.3 Any patent application which is pending in the Republic of South Africa immediately before the date of independence of Venda shall be of equal force and effect in Venda after that date and if such patent application is subsequently granted in the Republic of South Africa, the South African patent granted shall be of equal force and effect in Venda until the date on which such patent shall first become due for renewal in the Republic of South Africa, whereupon the further continuance thereof in Venda shall be in accordance with the provisions of paragraph 1.4.2.

1.4.4 Any application, request, endorsement, proceeding or action properly initiated or made in the Republic of South Africa—

1.4.4.1 before the date of independence of Venda in respect of a granted South African patent or in respect of a pending South African patent application; or

1.4.4.2 after the date of independence of Venda in respect of a South African patent application which was pending before such date of independence;

shall be of equal force and effect in Venda after the date of its independence, and when any such application, request, endorsement, proceeding or action has been processed or prosecuted to finality in the Republic of South Africa, it shall be of equal force and effect in Venda and paragraph 1.4.2 shall thereupon apply.

1.5 Trade marks.

1.5.1 The appropriate legislation on Trade Marks referred to in this Agreement shall be the Trade Marks Act, 1963 (Act 62 of 1963).

1.5.2 Enige handelsmerk wat in die Republiek van Suid-Afrika van krag en geldig is onmiddellik voor die datum van onafhanklikwording van Venda, is na daardie datum van gelyke krag en geldigheid in Venda tot die datum waarop sodanige handelsmerk vir die eerste keer hernuwe moet word in die Republiek van Suid-Afrika, waarna die verdere voortsetting van die handelsmerk in Venda onderworpe is aan hernuwing in Venda.

1.5.3 Enige handelsmerkaansoek wat in die Republiek van Suid-Afrika hangende is onmiddellik voor die datum van onafhanklikwording van Venda, is na daardie datum van gelyke krag en geldigheid in Venda en indien sodanige aansoek daarna in die Republiek van Suid-Afrika geregistreer word, is die geregistreerde Suid-Afrikaanse handelsmerk van gelyke krag en geldigheid in Venda tot die datum waarop sodanige handelsmerk vir die eerste keer in die Republiek van Suid-Afrika hernuwe moet word, waarna die verdere voortsetting daarvan in Venda in ooreenstemming moet wees met die bepalinge van paragraaf 1.5.2.

1.5.4 Enige aansoek, versoek, endossement, verrigting of aksie behoorlik in die Republiek van Suid-Afrika begin of gedoen—

1.5.4.1 voor die datum van onafhanklikwording van Venda ten opsigte van 'n geregistreerde Suid-Afrikaanse handelsmerk of ten opsigte van 'n hangende Suid-Afrikaanse handelsmerkaansoek; of

1.5.4.2 na die datum van onafhanklikwording van Venda ten opsigte van 'n Suid-Afrikaanse handelsmerkaansoek wat voor sodanige datum van onafhanklikwording hangende was;

is van gelyke krag en geldigheid in Venda na die datum van sy onafhanklikwording en wanneer enige sodanige aansoek, versoek, endossement, verrigting of aksie in die Republiek van Suid-Afrika tot finaliteit behandel of voortgesit is, is dit in Venda van gelyke krag en geldigheid en is paragraaf 1.5.2 voortaan van toepassing.

1.6 Modelle.

1.6.1 Die toepaslike wetgewing op modelle in hierdie Ooreenkoms bedoel, is die Wet op Modelle, 1967 (Wet 57 van 1967).

1.6.2 Enige model wat in die Republiek van Suid-Afrika van krag en geldig is onmiddellik voor die datum van onafhanklikwording van Venda, is na daardie datum van gelyke krag en geldigheid in Venda tot die datum waarop sodanige model vir die eerste keer hernuwe moet word in die Republiek van Suid-Afrika waarna die verdere voortsetting van die model in Venda onderworpe is aan hernuwing in Venda.

1.6.3 Enige modelaansoek wat in die Republiek van Suid-Afrika hangende is onmiddellik voor die datum van onafhanklikwording van Venda, is na daardie datum van gelyke krag en geldigheid in Venda en wanneer sodanige aansoek daarna in die Republiek van Suid-Afrika geregistreer word, is die geregistreerde Suid-Afrikaanse model van gelyke krag en geldigheid in Venda totdat sodanige model vir die eerste keer in die Republiek van Suid-Afrika hernuwe moet word, waarna die verdere voortsetting daarvan in Venda in ooreenstemming moet wees met die bepalinge van paragraaf 1.6.2.

1.6.4 Enige aansoek, versoek, endossement, verrigting of aksie behoorlik in die Republiek van Suid-Afrika begin of gedoen—

1.6.4.1 voor die datum van onafhanklikwording van Venda ten opsigte van 'n geregistreerde Suid-Afrikaanse model of ten opsigte van 'n hangende Suid-Afrikaanse modelaansoek; of

1.5.2 Any trade mark which is of force and effect in the Republic of South Africa immediately before the date of independence of Venda shall be of equal force and effect in Venda after that date until the date on which such trade mark shall first become due for renewal in the Republic of South Africa, whereupon the further continuance of the trade mark in Venda shall be subject to renewal in Venda.

1.5.3 Any trade mark application which is pending in the Republic of South Africa immediately before the date of independence of Venda shall be of equal force and effect in Venda after that date and if such application is subsequently registered in the Republic of South Africa, the registered South African trade mark shall be of equal force and effect in Venda until the date on which such trade mark shall first become due for renewal in the Republic of South Africa, whereupon the further continuance thereof in Venda shall be in accordance with the provisions of paragraph 1.5.2.

1.5.4 Any application, request, endorsement, proceeding or action properly initiated or made in the Republic of South Africa—

1.5.4.1 before the date of independence of Venda in respect of a registered South African trade mark or in respect of a pending South African trade mark application; or

1.5.4.2 after the date of independence of Venda in respect of a South African trade mark application which was pending before such date of independence;

shall be of equal force and effect in Venda after the date of its independence, and when any such application, request, endorsement, proceeding or action has been processed or prosecuted to finality in the Republic of South Africa, it shall be of equal force and effect in Venda and paragraph 1.5.2 shall thereupon apply.

1.6 Designs.

1.6.1 The appropriate legislation of designs referred to in this Agreement shall be the Designs Act, 1967 (Act 57 of 1967).

1.6.2 Any design which is of force and effect in the Republic of South Africa immediately before the date of independence of Venda shall be of equal force and effect in Venda after that date until the date on which such design shall first become due for renewal in the Republic of South Africa, whereupon the further continuance of the design in Venda shall be subject to renewal in Venda.

1.6.3 Any design application which is pending in the Republic of South Africa immediately before the date of independence of Venda shall be of equal force and effect in Venda after that date, and if such application is subsequently registered in the Republic of South Africa, the registered South African design shall be of equal force and effect in Venda until such designs shall first become due for renewal in the Republic of South Africa, whereupon the further continuance thereof in Venda shall be in accordance with the provisions of paragraph 1.6.2.

1.6.4 Any application, request, endorsement, proceeding or action properly initiated or made in the Republic of South Africa—

1.6.4.1 before the date of independence of Venda in respect of a registered South African design or in respect of a pending South African design application; or

1.6.4.2 na die datum van onafhanklikwording van Venda ten opsigte van 'n Suid-Afrikaanse model-aansoek wat voor sodanige datum van onafhanklikwording hangende was;

is van gelyke krag en geldigheid in Venda na die datum van sy onafhanklikwording en wanneer sodanige aansoek, versoek, endossement, verrigting of aksie in die Republiek van Suid-Afrika tot finaliteit behandel of voortgesit is, is dit in Venda van gelyke krag en geldigheid en is paragraaf 1.6.2 voortaan van toepassing.

ARTIKEL II

OUTEURSREG

2.1 Die toepaslike wetgewing op outeursreg in hierdie Ooreenkoms bedoel, is die Wet op Outeursreg, 1978 (Wet 98 van 1978).

2.2 Die Regering van die Republiek van Suid-Afrika erken die regte van outeursreghouers in Venda ooreenkomstig artikel 37 van die Wet op Outeursreg, 1978 (Wet 98 van 1978).

2.3 Die Regering van Venda erken die regte van outeursreghouers in die Republiek van Suid-Afrika ooreenkomstig artikel 37 van die Wet op Outeursreg, 1978 (Wet 98 van 1978).

2.4 Daar word verstaan dat die Regering van Venda daardie lande erken waartoe die Republiek van Suid-Afrika outeursregte uitgebrei het ooreenkomstig artikel 37 van genoemde Wet op Outeursreg.

ARTIKEL III

HANDELSWAREMERKE

3.1 Die toepaslike wetgewing op handelswaremerke in hierdie Ooreenkoms bedoel, is die Handelswaremerke-wet, 1941 (Wet 17 van 1941).

3.2 By aanneming van genoemde Handelswaremerke-wet neem die Regering van Venda ook sodaniges aan as wat hy goedvind van die verbodsbepalings wat ingevolge artikel 15 van daardie Wet gepubliseer is voor die onafhanklikwording van Venda.

3.3 Die Regering van die Republiek van Suid-Afrika stuur aan die Regering van Venda afskrifte van alle kennisgewings van finale verbodsbepalings ingevolge artikel 15 van genoemde Wet uitgereik.

ARTIKEL IV

4.1 Die Regering van Venda en die Regering van die Republiek van Suid-Afrika moet so spoedig moontlik na die onafhanklikwording van Venda 'n komitee saamstel wie se funksie dit sal wees om samewerking in aangeleenthede rakende patente, handelsmerke, modelle, outeursreg en handelswaremerke tussen die twee lande te bevorder.

ARTIKEL V

(a) Hierdie Ooreenkoms tree in werking op die dag van onafhanklikheid en kan deur enigeen van die Partye beëindig word deur ses maande skriftelike kennis aan die ander Party langs die diplomatieke kanaal, te gee.

(b) Enige wysiging van hierdie Ooreenkoms waarvoor onderling deur beide Partye ooreengekom is, moet aangebring word deur middel van Diplomatieke Notawisseling tussen die Partye.

1.6.4.2 after the date of independence of Venda in respect of a South African design application which was pending before such date of independence;

shall be of equal force and effect in Venda after the date of its independence, and when any such application, request, endorsement, proceeding or action has been processed or prosecuted to finality in the Republic of South Africa, it shall be of equal force and effect in Venda and paragraph 1.6.2 shall thereupon apply.

ARTICLE II

COPYRIGHT

2.1 The appropriate legislation on copyright referred to in this Agreement shall be the Copyright Act, 1978 (Act 98 of 1978).

2.2 The Government of the Republic of South Africa shall recognise the rights in copyright holders in the Republic of Venda in terms of section 37 of the Copyright Act, 1978 (Act 98 of 1978).

2.3 The Government of Venda shall recognise the rights of copyright holders in the Republic of South Africa in terms of section 37 of the Copyright Act, 1978 (Act 98 of 1978).

2.4 It is understood that the Government of Venda will recognise those countries to which copyright has been extended by the Republic of South Africa in terms of section 37 of the said Copyright Act.

ARTICLE III

MERCHANDISE MARKS

3.1 The appropriate legislation on merchandise marks referred to in this Agreement shall be the Merchandise Marks Act, 1941 (Act 17 of 1941).

3.2 The Government of Venda, in adopting the said Merchandise Marks Act, shall also adopt such prohibitions published under section 15 of that Act before the independence of Venda as it may deem fit.

3.3 The Government of the Republic of South Africa shall transmit to the Government of Venda copies of all notices of final prohibitions issued under section 15 of the said Act.

ARTICLE IV

4.1 The Government of Venda and the Government of the Republic of South Africa shall establish as soon as possible after Venda becomes independent a committee whose function will be to promote co-operation in matters affecting patents, trade marks, designs, copyright and merchandise marks between the two countries.

ARTICLE V

(a) This Agreement shall enter into force on the date of independence and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between the Parties.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hul onderskeie Regerings gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

S. W. VAN DER MERWE.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

S. W. VAN DER MERWE.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR AANGELEENTHEDE RAKENDE HANDELSMETROLOGIE, EENVORMIGE MEETEENHEDE, PRYSBEHEER EN HANDELSPRAKTYKE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat daar tussen die twee Regerings en hul mense bestaan, erken; en

Nademaal dit geag word tot voordeel van beide lande te strek om, sover moontlik 'n eenvormige benadering te handhaaf ten opsigte van aangeleenthede van gemeenskaplike belang; en

Nademaal die Regering van Venda dit nodig ag om wetgewing in te stel ten einde te verseker dat eenvormige meeteenhede gebruik word, dat billikheid geld in alle handelstranskaksies waarby die hoeveelheid van goedere bepaal moet word (handelsmetrologie), dat die pryse van sekere goedere aan beheer onderworpe moet wees en, dat aanvaarbare handelspraktyke gehandhaaf word; en

Nademaal die Regering van Venda, ter bereiking van die doel, van voornemens is om die toepaslike wetgewing van die Republiek van Suid-Afrika te inisieer opdat sodanige wetgewing *mutatis mutandis* van toepassing kan wees in Venda; en

Nademaal dit die bedoeling is dat toepaslike gekwalifiseerde beamptes van die Republiek van Suid-Afrika aan die Regering van Venda bystand sal verleen met die administrasie en implementering van genoemde toepaslike wetgewing, totdat die Regering van Venda hiervoor selfonderhoudend is;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkoms:

ARTIKEL I

1.1 Die toepaslike wetgewing op handelsmetrologie in hierdie Ooreenkoms bedoel, is die Wet op Handelsmetrologie, 1973 (Wet 77 van 1973).

1.2 Die toepaslike wetgewing op meeteenhede in hierdie Ooreenkoms bedoel, is die Wet op Meeteenhede en Nasionale Meetstandaarde, 1973 (Wet 76 van 1973).

1.3 Die toepaslike wetgewing op prysbeheer in hierdie Ooreenkoms bedoel, is die Wet op Prysbeheer, 1964 (Wet 25 van 1964).

1.4 Die toepaslike wetgewing op handelspraktyke in hierdie Ooreenkoms bedoel, is die Wet op Handelspraktyke, 1976 (Wet 76 van 1976).

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA ON MATTERS PERTAINING TO TRADE METROLOGY, UNIFORM MEASURING UNITS, PRICE CONTROL AND TRADE PRACTICES

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their Peoples; and

Whereas it is considered to be to the benefit of both countries to maintain, as far as possible, uniformity of approach in matters of common concern; and

Whereas the Government of Venda considers it necessary to introduce legislation to ensure that uniform measuring units be used, that equity prevail in all commercial transactions involving the determination of quantity of goods (trade metrology), that the prices of certain goods be subjected to control and, that acceptable trade practices be maintained; and

Whereas it is the intention of the Government of Venda to this end to initiate the adoption of the appropriate legislation of the Republic of South Africa to *mutatis mutandis* apply in Venda; and

Whereas it is the intention that appropriately qualified officers of the Republic of South Africa should assist the Government of Venda in the administration and implementation of the said appropriate legislation until the Government of Venda is self-supporting in this regard;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE I

1.1 The appropriate legislation on trade metrology referred to in this Agreement is the Trade Metrology Act, 1973 (Act 77 of 1973).

1.2 The appropriate legislation on measuring units referred to in this Agreement is the Measuring Units and National Measuring Standards Act, 1973 (Act 76 of 1973).

1.3 The appropriate legislation on price control referred to in this Agreement is the Price Control Act, 1964 (Act 25 of 1964).

1.4 The appropriate legislation on trade practices referred to in this Agreement is the Trade Practices Act, 1976 (Act 76 of 1976).

ARTIKEL II

2.1 Die Regering van Venda verbind hom daartoe om, vir sodanige tydperk as waaroor ooreengekom word of totdat die Regering van Venda selfonderhoudend is in alle aangeleenthede rakende handelsmetrologie, die Direkteur van Handelsmetrologie van die Republiek van Suid-Afrika aan te stel om die Regering van Venda by te staan in die toepassing van die Wet op Handelsmetrologie, 1973 en om enige meetinstrument wat deur die Direkteur van Handelsmetrologie van die Republiek van Suid-Afrika, bygestaan deur die Metrologieraad, goedgekeur is, of enige meetinstrument wat deur 'n gekwalifiseerde handelsmetrologie-inspekteur van die Republiek van Suid-Afrika gesertifiseer is, te aanvaar as, onderskeidelik, 'n goedgekeurde of 'n gesertifiseerde meetinstrument vir handelsgebruik in Venda met ingang van die datum van onafhanklikheid.

2.2 Die Regering van die Republiek van Suid-Afrika verbind hom daartoe om, teen 'n nominale koste waaroor ooreengekom moet word—

(a) gekwalifiseerde inspekteur te verskaf, om meetinstrumente te verifieer en te toets en inspeksies rakende die verkoop van goedere en handelspraktyke uit te voer onder die toepaslike wetgewing op handelsmetrologie, prysbeheer en handelspraktyke en om Venda tydige kennis van sodanige reisprogramme te gee;

(b) die voornoemde inspekteurs beskikbaar te stel om getuienis in die houe van Venda te lewer in enige sake wat mag volg op inspeksies wat deur sodanige inspekteurs onder die toepaslike wetgewing uitgevoer is; en

(c) die vervoer en alle toetstoerusting deur die voornoemde inspekteurs benodig, ten einde hulle in staat te stel om die nodige inspeksies in Venda uit te voer, te voorsien.

2.3 Die Regering van Venda verbind hom daartoe—

(a) om die binnekoms, sonder koste, in Venda van die inspekteurs van die Republiek van Suid-Afrika, vir doeleindes van die administrasie van die toepaslike wetgewing te vergemaklik, om sodanige inspekteurs kragtens toepaslike wetgewing van inspeksiemagtigings te voorsien, om sodanige inspekteurs die nodige beskerming en hulp te verleen, en om 'n beamppte van die Regering van Venda te verskaf om elke sodanige inspekteur te begelei tydens die uitvoering van sy pligte ten behoeve van die Regering van Venda;

(b) om alle skryfbehoeftes en gedrukte vorms benodig vir die administrasie van die Wet op Handelsmetrologie, 1973 en vir die uitvoering van inspeksie funksies onder die toepaslike wetgewing, te voorsien; en

(c) om voor die 15de Januarie van elke jaar die name en adresse van alle persone in Venda, wat in besit is van enige meetinstrumente wat kragtens die Wet op Handelsmetrologie, 1973 gesertifiseer of hersertifiseer moet word, te verskaf.

ARTIKEL III

3.1 Die Regering van die RSA verbind hom daartoe om in Pretoria die nodige opleiding (uitgesonderd opleiding wat deur 'n teknikon aangebied word) aan beamptes van Venda wat vir die doel benoem word, te verskaf ten einde sodanige inspekteurs in staat te stel om, ingevolge die toepaslike wetgewing, as inspekteurs te kwalifiseer.

ARTICLE II

2.1 The Government of Venda undertakes to appoint, for such period as may be agreed upon or until the Government of Venda becomes self-supporting in all matters pertaining to trade metrology, the Director of Trade Metrology of the Republic of South Africa to assist the Government of Venda in administering the Trade Metrology Act, 1973, and to recognise any measuring instrument which has been approved by the Director of Trade Metrology of the Republic of South Africa in consultation with the Metrology Council, or any measuring instrument which has been certified by a qualified trade metrology inspector of the Republic of South Africa, as being respectively an approved measuring instrument or a certified measuring instrument for use in trade in Venda with effect from the date of independence.

2.2 The Government of the Republic of South Africa undertakes, at a nominal cost to be agreed upon—

(a) to provide qualified inspectors to verify and test measuring instruments and to carry out inspections relating to the sale of goods and to trade practices under the appropriate legislation on trade metrology, price control and trade practices during planned itineraries in Venda; and further undertakes to advise the Government of Venda timeously of such itineraries;

(b) to make available the aforementioned inspectors to give evidence in the courts of Venda in any proceedings which may follow upon inspections conducted in Venda by such inspectors under the appropriate legislation; and

(c) to furnish the transport and all testing equipment required by the aforesaid inspectors to enable them to carry out the necessary inspections in Venda.

2.3 The Government of Venda undertakes—

(a) to facilitate the entry, free of charge, into Venda for the purposes of administering the appropriate legislation, of inspectors of the Republic of South Africa, to provide such inspectors with such inspection authorities as may be required in terms of the appropriate legislation, to grant such inspectors the necessary protection and assistance, and to provide an official of the Government of Venda to accompany each such inspector during the course of his duties on behalf of the Government of Venda;

(b) to provide all stationery and printed forms necessary for the administration of the Trade Metrology Act, 1973, and for the performance of inspection functions under the appropriate legislation; and

(c) to provide before the 15th January of each year the names and addresses of all persons in Venda who have in their possession any measuring instruments requiring certification or recertification in terms of the Trade Metrology Act, 1973.

ARTICLE III

3.1 The Government of the Republic of South Africa undertakes to provide in Pretoria to officials nominated by the Government of Venda the necessary training, (excluding training which is offered at a technikon), in order to enable such inspectors to qualify as inspectors in terms of the appropriate legislation.

ARTIKEL IV

Die Regering van die Republiek van Suid-Afrika en die Regering van Venda onderneem om na die onafhanklikwording van Venda, noue betrekkinge met betrekking tot aangeleenthede rakende handelsmetrologie, eenvormige meeteenhede, prysbeheer en handelspraktieke te handhaaf en om met mekaar te onderhandel wanneer sodanig onderhandelinge ookal nodig mag wees.

ARTIKEL V

(a) Hierdie ooreenkoms tree in werking op die dag van onafhanklikheid en kan deur enigeen van die Partye beëindig word deur ses maande skriftelike kennis aan die ander Party, langs die diplomatieke kanaal, te gee.

(b) Enige wysiging van hierdie ooreenkoms waaroor onderling deur beide Partye ooreengekom is moet aangebring word deur middel van Diplomatieke Notawisseling tussen die Partye.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hul onderskeie Regerings gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

S. W. VAN DER MERWE.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

OOREENKOMS OOR DIE EKONOMIESE BETREKKINGE TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat daar tussen die twee Regerings en hul mense bestaan, erken; en

Nademaal die bepalings van die Doeane-unie-ooreenkoms tussen Suid-Afrika, Botswana, Lesotho en Swaziland wat op 11 Desember 1969 te Pretoria onderteken is, tans van toepassing is op Venda as deel van die Republiek van Suid-Afrika en derhalwe van die Gemeenskaplike Doeanegebied soos omskryf in daardie Ooreenkoms; en

Nademaal 'n formele aansoek om toetreding tot die Doeane-unie nog nie deur die Regering van Venda aan die Kontrakterende Partye by die genoemde Doeane-unie gerig is nie; en

Nademaal dit die verklaarde voorneme van die Regering van Venda is om na die verkryging van onafhanklikheid aansoek te doen om tot die Doeane-unie toe te tree;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda hierby soos volg ooreenkom:

ARTIKEL I

1. Die bepalings van die genoemde Doeane-unie-ooreenkoms, soos gewysig of aangevul, met betrekking tot die regte en verpligtinge van die Kontrakterende Partye daarby, soos tot dusver toegepas ten opsigte van Venda, bly na onafhanklikwording op Venda van toepassing en enige verwysing na Suid-Afrika of na die

ARTICLE IV

The Government of the Republic of South Africa and the Government of Venda undertakes to, after the independence of Venda, maintain close relations in connection with matters pertaining to trade metrology, uniform measuring units, price control and trade practices and to negotiate with each other whenever such negotiations may be necessary.

ARTICLE V

(a) This Agreement shall enter into force on the day of independence and may be terminated by either Party giving six month's written notice through the diplomatic channel to the other Party.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between the Parties.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

S. W. VAN DER MERWE.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT ON THE ECONOMIC RELATIONS BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the provisions of the Customs Union Agreement between South Africa, Botswana, Lesotho and Swaziland, which was signed in Pretoria on 11 December 1969 presently applies with reference to Venda is forming part of the Republic of South Africa and therefore of the Common Customs Area is defined in that Agreement; and

Whereas a formal application for accession to the Customs Union has not yet been made by the Government of Venda to the Contracting Parties of the said Customs Union; and

Whereas it is the declared intention of the Government of Venda to apply for accession to the Customs Union after Venda attains independence;

Now, therefore, it is hereby agreed between the Government of the Republic of South Africa and the Government of Venda as follows:

ARTICLE I

1. That the provisions of the said Customs Union Agreement, as amended or supplemented, concerning the rights and obligations of the Contracting Parties thereto, as hitherto applied in respect of Venda, shall continue to apply to Venda after it attains independence, and any reference to South Africa or to the

Gemeenskaplike Doeanegedebied in die genoemde Ooreenkoms en in die Memorandum van Verstandhouding van dieselfde datum, wat saamgelees moet word met, en deel vorm van die Ooreenkoms, word uitgelê as sou dit ook Venda insluit: Met dien verstande dat in die betrekkinge tussen die Republiek van Suid-Afrika en Venda voortspruitende uit hierdie Ooreenkoms, die regte van verpligtinge van Venda nie dié wat kragtens die Doeane-unie-ooreenkoms toegeken of opgelê is aan Botswana, Lesotho en Swaziland, mag oorskry nie.

2. Met ingang van die boekjaar wat op 1 April 1980 begin, sal betalings, bereken op dieselfde grondslag as Botswana, Lesotho en Swaziland se aandele uit die gemeenskaplike inkomstepoel aan die Regering van Venda gedoen word.

ARTIKEL II

(a) Hierdie Ooreenkoms tree in werking op die dag van onafhanklikheid en kan deur enigeen van die Partye beëindig word deur ses maande skriftelike kennis aan die ander Party, langs die diplomatieke kanaal, te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor onderling deur beide Partye ooreengekom is, moet aangebring word deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hul onderskeie Regerings gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

S. W. VAN DER MERWE.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR AANGELEENTHEDE RAKENDE BRANDSTOFBESPARINGSMAATREËLS EN DIE DIENSSTASIERASIONALLISASIEPLAN

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat daar tussen die twee Regerings en hul mense bestaan, erken; en

Nademaal dit geag word tot voordeel van beide lande te strek om sover moontlik, 'n eenvormige benadering te handhaaf ten opsigte van aangeleenthede van gemeenskaplike belang; en

Nademaal daar besef word dat, in die lig van die aansienlike en voortdurende verhogings in die pryse van ru-olie deur die olieproduserende en -uitvoerlande en die gevolglike bykomende uitgawes aan buitelandse betaalmiddele, en in die lig van die feit dat toegang tot petroleumprodukte noodsaaklik is vir die ekonomieë van beide lande, dit in die belang is van Suidelike Afrika as geheel om petrol en ander petroleumprodukte te bespaar; en

Nademaal daar besef word dat dit tot ekonomiese en kommersiële voordeel van beide lande strek om in hierdie belangrike aangeleentheid uiters noue betrekkinge te hê; en

Common Customs Area in the said Agreement and in the Memorandum of Understanding of the same date, which shall be read with and shall form part of the Agreement, shall be construed to also include Venda: Provided that in the relations between the Republic of South Africa and Venda flowing from this Agreement, the rights and obligations of Venda shall not exceed those conferred or imposed upon Botswana, Lesotho and Swaziland under the Customs Union Agreement.

2. That with effect from the financial year commencing on 1 April 1980, payments calculated on the same basis as the shares of Botswana, Lesotho and Swaziland will be made from the common revenue pool to the Government of Venda.

ARTICLE II

(a) This Agreement shall enter into force on the date of independence and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

S. W. VAN DER MERWE.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA ON MATTERS PERTAINING TO FUEL CONSERVATION MEASURES AND THE SERVICE STATION RATIONALISATION PLAN

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their people; and

Whereas it is considered to be to the benefit of both countries to maintain, as far as possible, uniformity of approach in matters of common concern; and

Whereas it is appreciated that, in view of the substantial and continual increases in the price of crude oil by the oil producing and exporting countries and the consequential additional expenditure of foreign exchange, and in view of the fact that access to petroleum products is essential to the economics of both countries, it is in the interests of Southern Africa as a whole to conserve petrol and other petroleum products; and

Whereas it is appreciated that it is to the economic and commercial advantage of both countries to have very close relations in this important matter; and

Nademaal daar besef word dat sekere maatreëls in werking is met die oog daarop om nie die petrolverkope van bestaande diensstasies nadelig te beïnvloed deur optrede wat 'n verhoging van die verspreidingskoste van petrol tot gevolg kan hê nie, met die oog daarop om die aantal diensstasies wat met die finansiële hulp van oliemaatskappye opgerig mag word, te beperk en met die oog daarop om die kanalisering van petrolverkope via diensstasies, in teenstelling met ander petrolafsetpunte, te verseker; en

Nademaal daar besef word dat die verspreiding van petrol, die petrolpryse en alle ander aangeleenthede wat verband hou met die verskaffing en verspreiding van petroleumprodukte deur die Suid-Afrikaanse oliemaatskappye in die Republiek van Suid-Afrika, sowel as in Venda, alreeds so ineengestrem is, en in die voorsienbare toekoms hoogs waarskynlik so sal bly, dat veranderings met betrekking tot die diensstasieaktiwiteite in die een land onvermydelik 'n invloed sal hê op die posisie in die ander land, en dat dit tot die voordeel van beide lande is om voort te gaan met die rasionalisasie van die verspreiding van petrol; en

Nademaal die Regering van Venda voornemens is om die aanneming van die toepaslike wetgewing en maatreëls wat in die Republiek van Suid-Afrika van toepassing is, te inisieer opdat genoemde wetgewing en maatreëls *mutatis mutandis* van toepassing kan wees in Venda; en

Nademaal die Regering van Venda dit nodig ag om wetgewende en ander maatreëls in te stel ten einde te verseker dat die verspreiding van petroleumprodukte teen redelike pryse ononderbroke voortgesit word en dat die beleidsrigtings in aangeleenthede rakende brandstofbesparing en die Diensstasierasionalisasieplan behou word; en

Nademaal daar verlang word dat—

(a) hierdie wetgewing, maatreëls en beleidsrigtings deur Venda toegepas word ook ná die datum van sy onafhanklikwording;

(b) die regte en die verpligtinge van maatskappye, firmas en individue soos vervat in die brandstofbesparingsmaatreëls wat tans in die Republiek van Suid-Afrika van krag is, sowel as enige toekomstige wysigings van die betrokke wetgewing, maatreëls en beleidsrigting, deur Venda ná sy onafhanklikwording wesentlik behou word;

(c) die aangehegte Diensstasierasionalisasieplan, of enige wysigings of veranderings of uitbreidings van genoemde Plan, deur Venda ná sy onafhanklikwording toegepas word; en

(d) mits die Regering van die Republiek van Suid-Afrika skakeling bewerkstellig met die Regering van Venda voor die finale onderhandelings en die finalisering van enige nuwe Diensstasierasionalisasieplan of wysigings of veranderings van die huidige of nuwe Diensstasierasionalisasieplan, en verder mits sodanige nuwe Diensstasierasionalisasieplan of enige wysigings of veranderings van die huidige of nuwe Diensstasierasionalisasieplan aanvaar word deur Venda, sodanige toekomstige Diensstasierasionalisasieplan tesame met enige wysigings of veranderings van die huidige Diensstasierasionalisasieplan of die nuwe Diensstasierasionalisasieplan of uitbreiding daarvan, wat die Regering van die Republiek van Suid-Afrika in die toekoms deur onderhandeling tot stand bring, toegepas word deur Venda ook ná sy onafhanklikwording;

Whereas it is appreciated that certain measures are in force with a view to ensuring that the petrol sales of existing service stations are not adversely affected by any action which may result in an increase in the distribution costs of petrol, to restricting the number of service stations which may be erected with the financial assistance of oil companies, and to ensuring the channelling of petrol sales through service stations as opposed to other petrol supply points; and

Whereas it is appreciated that petrol distribution, the prices of petrol and all other matters incidental to the supply and distribution of petroleum products by the South African oil companies in the Republic of South Africa, as well as in Venda, are already so interrelated and will most probably remain so for the foreseeable future that any changes with regard to the service station operations in one country will inevitably have a bearing on the position in the other country, and that it is to the advantage of both countries to continue with the rationalisation of the distribution of petrol; and

Whereas it is the intention of the Government of Venda to initiate the adoption of the appropriate legislation and measures applicable in the Republic of South Africa so that these may apply *mutatis mutandis* in Venda; and

Whereas the Government of Venda deems it necessary to introduce legislative and other measures to ensure the uninterrupted continuation of the distribution of petroleum products at reasonable prices and the retention of policies in matters pertaining to fuel conservation and the Service Station Rationalisation Plan; and

Whereas it is desired that—

(a) these legislative measures and policies be applied by Venda also after the date of its independence;

(b) the rights and the obligations of companies, firms and individuals embodied in the fuel conservation measures now in force in the Republic of South Africa as well as any future amendments to the relevant legislation, measures and policies be substantially retained by Venda after its independence;

(c) the attached Service Station Rationalisation Plan or any amendment or alteration to or extension of the said Plan be applied by Venda after its independence; and

(d) provided that the Government of the Republic of South Africa establish liaison with the Government of Venda before the final negotiation and finalisation of any new Service Station Rationalisation Plan or any amendment or alteration to the present or new Service Station Rationalisation Plan, and provided further that such new Service Station Rationalisation Plan or any amendment or alteration to the present or new Service Station Rationalisation Plan be accepted by Venda, such future Service Station Rationalisation Plan, together with any amendment and alteration to the present Service Station Rationalisation Plan or extension thereof, which the Government of the Republic of South Africa may negotiate in the future, be applied by Venda also after its independence;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL I

BRANDSTOFBESPARINGSMAATREËLS

1.1 Die toepaslike wetgewing ten opsigte van brandstofbesparingsmaatreëls in hierdie Ooreenkoms bedoel, is—

(a) die Wet op die Verkryging van Landsvoorrade, 1970 (Wet 89 van 1970), en sodanige regulasies en wysigings as wat van tyd tot tyd daarkragtens gepubliseer word; en

(b) die Wet op Petroleumprodukte, 1977 (Wet 120 van 1977), Goewermenskennisgewing R. 387 van 3 Maart 1978 en R. 30 van 12 Januarie 1979 en sodanige wysigings as wat van tyd tot tyd kragtens genoemde Wet gepubliseer word.

1.2 Die Regering van Venda verbind hom daartoe—

(a) om na sy onafhanklikheid die wetgewing in 1.1 (a) en (b) bedoel in te stel en voort te gaan met die toepassing van die bestaande brandstofbesparingsmaatreëls of sodanige maatreëls as wat op die dag van onafhanklikheidswording geldig mag wees;

(b) om te verseker dat na sy onafhanklikheid, die bestaande regte en verpligtings van maatskappye, firmas en individue ingevolge die relevante wetgewende maatreëls van krag bly;

(c) om die feit te erken dat die Republiek van Suid-Afrika afhanklik is van die olieproduserende en -uitvoerlande vir die verskaffing aan hom van ru-olie en ander petroleumprodukte en dat beide die Regering van die Republiek van Suid-Afrika en die Regering van Venda hul sal moet neerlê by enige omstandighede wat mag ontstaan as gevolg van enige stappe deur die olieproduserende en -uitvoerlande gedoen;

(d) om die feit te erken dat, afgesien van die omstandigheid soos in (b) hierbo bedoel, ander omstandighede binne of buite die Republiek van Suid-Afrika mag ontstaan wat die beskikbaarheid van ru-olie of petroleumprodukte sodanig mag beïnvloed dat drastiese besparingsmaatreëls wat selfs die rantsoenering van petroleumprodukte mag insluit, onvermydelik word en dat beide die Regering van die Republiek van Suid-Afrika en die Regering van Venda hul sal moet neerlê by enige sodanige omstandighede wat binne of buite die Republiek van Suid-Afrika ontstaan asook sodanige maatreëls as wat hierdie omstandighede tot gevolg mag hê;

(e) om noue betrekkings met die Regering van die Republiek van Suid-Afrika te handhaaf in alle aangeleenthede rakende die besparing van brandstof en ander petroleumprodukte wat ook die rantsoenering van sommige of alle petroleumprodukte mag insluit en om met genoemde Regering oor hierdie aangeleenthede te onderhandel en saam te werk indien en wanneer die omstandighede enige wysigings of veranderings van die bestaande wetgewing noodsaak.

ARTIKEL II

Die Regering van die Republiek van Suid-Afrika, gedagtig aan die feit dat toegang tot petroleumprodukte noodsaaklik is vir die ekonomie van beide lande, verbind hom daartoe om in geval van 'n vermindering in die verskaffing van ru-olie of enige petroleumproduk

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE I

FUEL CONSERVATION MEASURES

1.1 The appropriate legislation on fuel conservation measures referred to in this Agreement shall be—

(a) the National Supplies Procurement Act, 1970 (Act 89 of 1970), and any such regulations and amendments as may from time to time be published in terms thereof; and

(b) the Petroleum Products Act, 1977 (Act 120 of 1977), Government Notice R. 387 of 3 March 1978 and R. 30 of 12 January 1979 and such amendments as may from time to time be published in terms of the said Act.

1.2 The Government of Venda undertakes—

(a) to adopt the legislation referred to in 1.1 (a) and (b) after its independence and to continue to apply the existing fuel conservation measures or such measures as may be in force on the date of independence;

(b) to ensure that, in terms of the relative legislative measures the existing rights and obligations of companies, firms and individuals remain in force after its independence;

(c) to recognise the fact that the Republic of South Africa is dependent on the oil producing and exporting countries for its supply of crude oil and other petroleum products and that both the Government of the Republic of South Africa and the Government of Venda will have to resign themselves to any circumstances which may arise as a result of any action taken by the oil producing and exporting countries;

(d) to recognise the fact that apart from the circumstances referred to in (b) above other circumstances may originate inside or outside the Republic of South Africa which may influence the availability of crude oil or petroleum products to such an extent that drastic conservation measures which may even include the rationing of petroleum products, will be unavoidable and that both the Government of the Republic of South Africa and the Government of Venda will have to abide by any such circumstance which may originate inside or outside the Republic of South Africa, as well as such measures which these circumstances may effect;

(e) to maintain close relations with the Government of the Republic of South Africa in all matters pertaining to the conservation of fuel and other petroleum products and which may also include the rationing of some or all petroleum products and to negotiate and co-operate with the said Government on these matters if and when circumstances necessitate any amendment or alteration to the existing legislation.

ARTICLE II

The Government of the Republic of South Africa, mindful of the fact that access to petroleum products is essential to the economics of both countries, undertakes, in the event of any reduction in crude oil supplies or any petroleum product to South Africa or in

aan Suid-Afrika of in geval van enige ander omstandigheid wat binne of buite die Republiek van Suid-Afrika ontstaan en wat tot 'n algemene tekort aan petroleumprodukte of 'n tekort aan spesifieke petroleumprodukte lei, met die Regering van Venda te onderhandel op die grondslag dat die beskikbare petroleumproduktevoorrade versprei word tot beste voordeel van beide lande.

ARTIKEL III

DIENSSTASIERASIONALISASIEPLAN

2.1 Die Diensstasiasionalisasieplan waarna in hierdie Ooreenkoms as Plan I verwys word, is 'n plan waaroor die Regering van die Republiek van Suid-Afrika, die oliemaatskappye van Suid-Afrika en die Motorindustrie-Federasie vas ooreengekom het met die oogmerk om dwarsdeur die Republiek die oprigting, met die finansiële hulp van die oliemaatskappye, van diensstasies te rasionaliseer ten einde onnodige stygings in die verspreidingskoste van petrol te vermy en petrolverkope te kanaliseer via die diensstasies in teenstelling met ander petrolafsetpunte, om aldus die diensstasies daartoe in staat te stel om hul petrolverkope te verhoog en, sodoende, onvermydelike kostestygings te absorbeer.

2.2 Mits die huidige posisie ten opsigte van petrolverskaffing deur Suid-Afrikaanse oliemaatskappye aan Venda behoue bly, verbind die Regering van Venda hom daartoe—

(a) om, na die onafhanklikheidswording van Venda die aangehegte Diensstasiasionalisasieplan, hierna Plan II genoem, in te stel en toe te pas vir die tydperk daarop aangedui;

(b) om met Plan II voort te gaan in die geval Plan I verby 1980 verleng sou word; onderworpe aan die bepalings van subparagrafe (c) tot (e) *infra*;

(c) om, mits sulke veranderinge geag word noodsaaklik en in die beste belang van die diensstasiebedryf in beide lande te wees, sodanige toekomstige uitbreidings van Plan I en sodanige bykomende beperkings op of verslapping van al of sekere van die bepalings van Plan I as wat deur albei lande aanvaar word ná oorlegpleging deur die Regering van die Republiek van Suid-Afrika met die Regering van Venda, in Plan II te inkorporeer en toe te pas;

(d) om enige verandering aan die bestaande Plan I gedurende die huidige duur daarvan in Plan II te inkorporeer en toe te pas indien en wanneer dit geag word nodig en in die belang van die diensstasiebedryf in beide lande te wees en ná oorlegpleging tussen en aanvaarding van sodanige verandering deur die Regerings van beide lande;

(e) om enige moontlike uitbreiding van die bestaande Plan I tot ander petroleumprodukte as petrol in Plan II te inkorporeer en toe te pas indien en wanneer die omstandighede sodanige strengere maatreëls noodsaak: Met dien verstande dat die Regering van die Republiek van Suid-Afrika met die Regering van Venda oorleg pleeg en dat laasgenoemde sodanige uitbreidings aanvaar voordat sodanige bykomende maatreëls ingestel word;

(f) om enige nuwe Diensstasiasionalisasieplan wat die Regering van die Republiek van Suid-Afrika in die toekoms finaliseer, in te stel: Met dien verstande dat daar met die Regering van Venda oor sodanige Plan onderhandel word en hy sodanige Plan aanvaar voor die finalisering daarvan deur die ander partye; en

the event of any other circumstance which originate inside or outside the Republic of South Africa, resulting in a general shortage of petroleum products or a specific petroleum product, to negotiate with the Government of Venda on the basis that the available petroleum supplies be distributed to the best advantage of both countries.

ARTICLE III

SERVICE STATION RATIONALISATION PLAN

2.1 The Service Station Rationalisation Plan hereinafter referred to in this Agreement as Plan I, is a plan firmly agreed upon by the Government of the Republic of South Africa, the oil companies of South Africa and the Motor Industries Federation with a view to rationalising the erection of new service stations with the financial assistance of the oil companies throughout the Republic of South Africa in order to avoid unnecessary increases in the distribution costs of petrol and channel petrol sales through filling stations as opposed to other petrol supply points, thus to enable such petrol filling stations to increase their petrol sales and in so doing to absorb unavoidable cost increases.

2.2 Provided that the present position with regard to the supply of petrol by South African oil companies to Venda be retained, the Government of Venda undertakes—

(a) to introduce and apply the attached Service Station Rationalisation Plan, hereinafter referred to as Plan II, for the period indicated thereon, after the independence of Venda;

(b) to continue Plan II in the event of Plan I being extended beyond 1980, subject to the provisions of subparagraphs (c) to (e) *infra*;

(c) to incorporate in Plan II and apply any such extensions to the existing Plan I and such additional restrictions to, or relaxations of certain or all of the stipulations of Plan I, if such alterations be deemed necessary and in the best interests of the service station industry in both countries, as may be accepted by both countries after consultation by the Government of the Republic of South Africa with the Government of Venda;

(d) to incorporate in Plan II and apply any alteration to the existing Plan I during its present currency if and when it be deemed necessary and in the interest of the service station industry in both countries, and after consultation between and acceptance of such alteration by the Governments of the two countries;

(e) to incorporate in Plan II and apply any possible extension of the existing Plan I to petroleum products other than petrol if and when circumstances necessitate such more stringent measure: Provided that the Government of the Republic of South Africa shall consult with the Government of Venda and that such extension shall be accepted by the latter before such additional measure be introduced;

(f) to introduce any new Service Station Rationalisation Plan which the Government of the Republic of South Africa may finalise in the future: Provided that such Plan shall be negotiated with and accepted by the Government of Venda before the finalisation thereof by the other parties; and

(g) om enige uitbreidings of wysigings of veranderinge van sodanige nuwe Diensstasiasionalisasieplan as wat in (f) hierbo beoog word, in te stel: Met dien verstande dat sodanige uitbreidings, wysigings of veranderinge aangebring word met die wete en die goedkeuring van die Regering van Venda.

2.3 Nieuwe betrekkinge moet tussen die Regering van die Republiek van Suid-Afrika en die Regering van Venda gehandhaaf word in bogenoemde aangeleentheid en in enige ander aangeleentheid betreffende die rasionalisasie van die verspreiding van petroleumprodukte in die algemeen.

2.4 Aan die eienaars van bestaande petrolvulstasies wat in Venda opgerig is ingevolge die huidige of vorige Diensstasiasionalisasieplan, moet ná die onafhanklikwording van Venda voortgesette beskerming verleen word.

ARTIKEL IV

Die Regering van die Republiek van Suid-Afrika verbind hom daartoe om die Regering van Venda in die implementering en administrasie van Plan II by te staan vir aanvanklike tydperk of vir sodanige tydperk as wat die Regering van Venda nodig ag.

ARTIKEL V

(a) Hierdie Ooreenkoms tree in werking op die dag van onafhanklikheid en kan deur enigen van die Partye beëindig word deur ses maande skriftelike kennis aan die ander Party, langs die diplomatieke kanaal, te gee.

(b) Enige wysiging van hierdie Ooreenkoms waarvoor onderling deur beide Partye ooreengekom is, moet aangebring word deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hul onderskeie Regerings gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

S. W. VAN DER MERWE.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

SERVICE STATION RATIONALISATION PLAN: VENDA: 1978-1980

CLAUSE 1.—DEFINITIONS

In the context of this Plan the following terms shall have the meanings given below:

"Participants" shall mean the following Oil Companies: Shell, Mobil, BP, Caltex, Total, Sasol, Trek, Esso and Sonarep.

"Consumer Installations" shall mean petrol pump installations at commercial or industrial undertakings operating their own or hired petrol consuming equipment and their own or leased fleets of vehicles, all of which shall be operated by one *legal persona*.

"Co-operative Societies" shall mean Co-operative Societies registered in terms of the Regulations in Venda.

"Customer Own Collection Points (COC Points)" shall mean supply points other than those situated within Participants' own installation or depot premises, where customers may obtain petrol supplies in bulk quantities, i.e. in 210 litre drum lots.

(g) to introduce any extension of or amendment or alteration to any new Service Station Rationalisation Plan as contemplated in (f) above: Provided that such extension, amendment or alteration shall be effected with the knowledge and approval of the Government of Venda.

2.3 Close relations shall be maintained between the Government of the Republic of South Africa and the Government of Venda in the matter referred to above and in any other matter relating to the rationalisation of the distribution of petroleum products in general.

2.4 Owners of existing service station established in Venda in terms of the existing or the previous Service Station Rationalisation Plan shall, after the independence of Venda, be afforded continued protection.

ARTICLE IV

The Government of the Republic of South Africa undertakes to assist the Government of Venda in implementing and administering Plan II for an initial period or for such period as the Government of Venda may deem necessary.

ARTICLE V

(a) This Agreement shall enter into force on the date of independence and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

S. W. VAN DER MERWE.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

SERVICE STATION RATIONALISATION PLAN: VENDA: 1978-1980

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"Customer Own Collection Points (COC Points)" shall mean supply points other than those situated within Participants' own installation or depot premises, where customers may obtain petrol supplies in bulk quantities, i.e. in 210 litre drum lots.

"Distribution Point" shall mean any point where petrol is resold to consumers.

"General Dealer Installations" shall mean reseller petrol pump installations at General Dealer Stores.

"Filling Station/Garage/Service Station" shall mean a distribution point selling petrol in retail quantities to consumers and which distribution point also complies with the Service Station Standards laid down in Annexure A of this Plan.

"Resellers" shall mean—

- (a) Service or petrol filling stations and garages selling petroleum fuels to members of the public;
- (b) General Dealers;
- (c) Co-operative Societies;
- (d) Customer Own Collection Points.

"Service Station Standards" shall be those specified in Annexure A of this Plan.

CLAUSE 2.—PROCEDURE FOR THE APPLICATION FOR THE ERECTION OF PETROL DISTRIBUTION POINTS

Applications to erect and/or open a petrol distribution point must be submitted to the Petroleum Products Committee who will, after due consideration of the various aspects such as the feasibility of the project, necessity for an additional outlet, suitability of the applicant, etc., call for tenders from the various Participants.

Tenders must be submitted to reach the Department of Economic Affairs not later than one month after the first date of notification and/or publication in the *Government Gazette*.

CLAUSE 3.—DURATION OF THE PLAN

The Plan shall be in operation until 31 December 1980. Participants are to review the Plan not later than November 1979, or at an earlier date if requested to do so by the Government of Venda.

CLAUSE 4.—SALE OF PETROL BY PARTICIPANTS

(a) Participants' petrol sales shall be restricted to the following classes of buyers:

- (i) Resellers as defined above;
- (ii) Commercial or Industrial undertakings qualifying for petrol pump installations;
- (iii) Government Departments;
- (iv) Municipalities and other Local Authorities;
- (v) Bona fide farmers;
- (vi) Mines.

(b) It shall be a condition of sale to all buyers other than Resellers that petrol supplied to them shall be used in their own or hired equipment and their own or hired fleets of vehicles, all of which shall be operated by one *legal persona*, and that it shall not be resold.

CLAUSE 5.—SERVICE STATION RESTRICTIONS

Development of reseller petrol pump installations takes place on a tender basis as and when required.

CLAUSE 6.—TRANSFER OF BUSINESS

In order to keep their businesses in being or to expand them, the owners or operators of established Service Stations and Garages may wish to move their premises from one site to another in the same area—which is normally defined as being within a radius of 8 kilometres of the existing Service Station/Garage

"Distribution Point" shall mean any point where petrol is resold to consumers.

"General Dealer Installations" shall mean reseller petrol pump installations at General Dealer Stores.

"Filling Station/Garage/Service Station" shall mean a distribution point selling petrol in retail quantities to consumers and which distribution point also complies with the Service Station Standards laid down in Annexure A of this Plan.

"Resellers" shall mean—

- (a) Service or petrol filling stations and garages selling petroleum fuels to members of the public;
- (b) General Dealers;
- (c) Co-operative Societies;
- (d) Customer Own Collection Points.

"Service Station Standards" shall be those specified in Annexure A of this Plan.

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but which, in exceptional circumstances, may be at a greater distance from it. In all cases the approval of the Petroleum Products Committee must first be obtained.

When the business is transferred for the above reasons, the new Service Station/Garage will qualify for the issue of pump equipment provided that the equipment is withdrawn from the vacated premises. The vacated premises may not at any time during the operation of the Plan be re-opened unless such re-opening is in accordance with the conditions of the Plan. In other words, it can only be re-opened as a transfer in terms of this Clause, or on approval by the Petroleum Products Committee.

CLAUSE 7.—NON-COMPLIANCE WITH SERVICE STATION STANDARDS

Service Stations and petrol filling stations and garages selling petroleum fuels to members of the public and who fail to comply with the Service Station Standards for a period of 6 (six) months from the date of written notification of such non-compliance having been given, to the Participant supplying the Reseller concerned, by the Committee or the Department of Economic Affairs shall have his petrol supplies stopped.

Should a Reseller, whose supplies have been stopped in accordance with the above, re-comply with the Service Station Standards within a period of 6 (six) months after such stoppage, the Participant concerned may recommence supplies on approval by the Committee.

Should, however, such a Reseller not succeed in re-complying with the Service Station Standards within a period of 6 (six) months of such stoppage, the site concerned shall be deemed closed and may not be re-opened for the sale of petrol, unless such re-opening is in accordance with the conditions of the Plan.

Participants undertake to include in any contracts concluded with Resellers after the date of independence of Venda, or in any contracts re-negotiated after that date, a clause making provision for the execution of the contract being subject to the Reseller complying with the Service Station Standards.

The Department of Economic Affairs may, in its discretion and for such period as it deems necessary, grant dispensation from the provisions of this Clause.

CLAUSE 8.—LOSS OF STATIONS

A Service Station on a Participant's network may wish to change from one participant to another during the period of operation of this Plan. In such eventuality prior permission must be obtained from the Petroleum Products Committee.

CLAUSE 9.—GENERAL DEALERS

No new General Dealer installations may be made, nor may existing installations be resited or taken over by one Participant from another within a distance of 24 kilometres from any established service station or garage. For this purpose new installations shall include the replacement of an installation withdrawn by another Participant. Furthermore, no matching of equipment shall be permitted at any General Dealer installation.

The distance of 24 kilometres shall be measured along the shortest and most direct route normally used by the public travelling by car. In cases where General Dealer installations are established at a distance of more than 24 kilometres from any established Service

but which, in exceptional circumstances, may be at a greater distance from it. In all cases the approval of the Petroleum Products Committee must first be obtained.

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The distance of 24 kilometres shall be measured along the shortest and most direct route normally used by the public travelling by car. In cases where General Dealer installations are established at a distance of more than 24 kilometres from any established Service

Station or Garage, they may be provided with pump equipment for dispensing more than one grade of petrol.

No transfers of General Dealer pump equipment shall be made to any other General Dealer's premises if the site of the new installation is within a distance of 24 kilometres from any established Service Station or Garage. If a new Service Station/Garage is opened within 24 kilometres of—

(a) an existing General Dealer's premises, that General Dealer shall not be provided with equipment to dispense any additional grades of petrol;

(b) a General Dealer which has ceased to operate a petrol pump installation, that General Dealer's premises may not be re-equipped with petrol pump facilities.

The Participants shall not concede to General Dealers any benefits whatsoever by way of Grants, Rebates, Loans, etc.

Application for General Dealer pumps will be made in accordance with the procedure set out in Clause 2 of this Plan.

CLAUSE 10.—CONSUMER INSTALLATIONS

No new Consumer Installations and/or supplies to such installations, shall be made unless the applicant—

(a) can prove that he has an average petrol consumption of at least 15 000 litres per month over a period of at least three consecutive months;

(b) draws such petrol within one magisterial district.

Consumer Installations shall not be installed unless and until the required consumption has been verified by means of an auditor's certificate (as per Annexure B) which must be submitted to the Department of Economic Affairs in accordance with the procedure set out in Clause 2 of this Plan. Consumer Installations shall not be made until 30 days have elapsed from the date of submission of the auditor's certificate to the Department of Economic Affairs.

Participants who have installed Consumer Installations for diesel fuels shall not permit petrol to be dispensed from such installations until the consumer concerned has qualified in terms of the first paragraph of this Clause.

The Department of Economic Affairs may, where special circumstances warrant such action, approve either on a temporary or permanent basis Consumer Installations which do not qualify under the terms of the first paragraph of this Clause, provided that application is made in accordance with the procedure as set out in Clause 2 of this Plan.

CLAUSE 12.—CUSTOMERS' OWN COLLECTION POINTS (COC POINTS) FOR PETROL

Prior approval to open COC points must be obtained from the Petroleum Products Committee in accordance with the procedure set out in Clause 2 of this Plan. Participants shall ensure that COC Points confine their petrol sales to the classes of buyers enumerated in Clause 4 and that all such sales are made in 210 litre drum lots in accordance with the traditional definition of wholesale sales. COC Points may not sell petrol on a retail basis by delivering into vehicle tanks or in quantities of less than 210 litres.

Station or Garage, they may be provided with pump equipment for dispensing more than one grade of petrol.

No transfers of General Dealer pump equipment shall be made to any other General Dealer's premises if the site of the new installation is within a distance of 24 kilometres from any established Service Station or Garage. If a new Service Station/Garage is opened within 24 kilometres of—

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The matching of COC facilities shall be deemed to be a take-over should the original supplying Participant withdraw its COC facilities from the point in question.

Participants undertake in cases where COC Points do sell petrol in retail quantities as defined above, to close such petrol COC facilities at such COC points.

CLAUSE 13.—PROVISION OF PETROL DISPENSING EQUIPMENT FOR AGRICULTURAL CO-OPERATIVE SOCIETIES

Retail petrol dispensing facilities shall only be provided for Co-operative Societies that may come into being after the date of independence of Venda if such Societies qualify for the provision of such facilities in terms of the Service Station Standards or as a General Dealer. The provisions of this Plan relating to General Dealer installations shall apply to retail petrol dispensing facilities installed at Co-operative Societies' premises. In other words, Co-operative Societies may be treated as General Dealer sites in terms of Clause 9 of this Plan, provided such new sites are more than 24 kilometres from any established service station or garage.

Furthermore, should petrol dispensing facilities at Co-operative Societies already in existence at the date of independence of Venda be resited to make them accessible to the general public, then the conditions of the preceding paragraph shall apply to such facilities.

Should retail petrol dispensing facilities installed at the premises of Co-operative Societies in existence as at the date of independence of Venda change from one Participant to another as a result of financial inducement to the Co-operative Society concerned, prior approval must be obtained from the Petroleum Products Committee in accordance with the procedure set out in Clause 2 of this Plan.

CLAUSE 14. — AUDIT INFORMATION REQUIRED BY THE DEPARTMENT OF ECONOMIC AFFAIRS

The Secretary Company will submit to the Department of Economic Affairs the information required by it in connection with the movement of all retail outlets and other resellers of petrol.

CLAUSE 15.—INTERPRETATION OF QUERIES

Where interpretations have to be referred to the Department of Economic Affairs this should, where possible, be done through the Secretary Company. No ruling on any interpretation will be given by the Department until the views of all Participants have been obtained.

CLAUSE 16.—RESTRICTIONS OF SALE OF PRODUCTS OTHER THAN PETROLEUM FUELS

Contracts/Agreements which Participants conclude with the operators of service stations and garages may only include clauses restricting the operator to the sale of branded petroleum fuels marketed by the Participant concerned with the exception of Sasol petrol in the Sasol area. There shall be no provisions in any Contract/Agreement with the operators of service stations and garages which bind them to purchase other items such as tyres, batteries, accessories and lubricants from the Participant concerned.

The matching of COC facilities shall be deemed to be a take-over should the original supplying Participant withdraw its COC facilities from the point in question.

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Participants undertake not to exert, either directly or indirectly, or by any means whatsoever, any pressure on operators of garages/service stations with a view to curtailing the freedom of the latter also to sell and display the branded lubricating oils of non-participating suppliers of these products in a position on the forecourt which is visible to the public from the petrol selling area of the forecourt, but not forward of any pump island, i.e. not between the foremost pump island and the street boundary of the driveway: Provided that in the case of service stations and garages tied to petrol companies, the pump islands not immediately abutting on the building, shall be reserved for the display of the products of the participants.

The display stands used by the non-petrol selling oil companies should be of a design and appearance acceptable to the petrol companies and should not be larger in size than those used by the Participant which supplies petrol to the outlet concerned. Similarly, suppliers of lubricating oils who are not Participants to this Plan, may not enter into arrangements with service stations and garages supplied by Participants of this Plan, which would prevent or curtail Participants from selling their branded lubricants to such service stations and garages.

No contract may be entered into or renewed with Resellers by Participants or non-Participants whereby they are required to purchase a given quantity or percentage of lubricants from a specific supplier.

ANNEXURE A

SERVICE STATION STANDARDS

Persons operating sites in the Republic of Venda shall be required to meet the following standards:

1. Any person engaged in the trade or occupation of selling petrol for resale shall, in conjunction with any petrol that he sells, provide, install and maintain in accordance with the custom of the trade, for the use of the person to whom such petrol is sold, pumps, tanks and other contrivances and accessories ordinarily supplied to resellers for use in the distribution or the resale of petrol, on the terms on which they are ordinarily so supplied.

2. No person who is engaged in the trade or occupation aforesaid, shall, except when it is otherwise directed by the Petroleum Products Committee, be bound to supply petrol for resale to any other person, unless—

(a) that other person maintains the premises where such petrol is to be resold, the facilities laid down in paragraph 3 for repairs and other services to motor vehicles, in a building of brick or concrete with a concrete floor space including any floor space required for office accommodation of not less than 55,17 square metres (600 square feet);

(b) a suitable approach to and exit from the pumps is provided with due regard to the traffic conditions in the vicinity and the safety and convenience of the public, or if the pumps are to be installed inside the building, they must be accessible to the public.

3. The following equipment shall be available at all reasonable times:

(a) Hand or mechanically operated oil and grease equipment and either a ramp, a pit or a hoist;

(b) a manually operated pump or air compressor unit;

(c) adequate water supply;

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- (d) puncture repair equipment, including garage jack, tyre levers and wheel spanners;
- (e) tyre pressure gauge;
- (f) battery filler and battery lifter;
- (g) fire extinguisher; and
- (h) miscellaneous mechanic's hand tools.

Note.—It is desirable that the building be in accordance with the locality in which it is situated and that establishments keep an adequate range of spare parts.

4. The service(s) of a mechanic(s) are desirable, but not essential.

ANNEXURE B

AUDITORS PRINTED LETTERHEAD

FORM IN WHICH AUDITORS' CERTIFICATE IS TO BE SUBMITTED IN SUPPORT OF APPLICATION FOR COMMERCIAL USER PETROL PUMPS

We have to certify that we have examined the records of, and that according to these records and to the vehicle registration certificates, the following vehicles are all registered in the name of/are leased by:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
7. etc.

We also certify that according to the vouchers produced to us, the consumption of Petrol by the vehicles listed above, was as follows:

- 1.
2. months.
- 3.

The Petrol reflected above was purchased from—

1. (Name and address and number of litres.)
- 2.
- 3.

Signature.....

MINISTERIE VAN JUSTISIE

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA BETREFFENDE DIE LEWERING VAN PROFESSIONELE DIENSTE DEUR DIE STAATSPROKUREUR VAN DIE REPUBLIEK VAN SUID-AFRIKA AAN DIE REGERING VAN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die Vriendskaplike betrekkinge wat daar tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Staatsprokureur van die Republiek van Suid-Afrika tans professionele dienste aan en vir die Regering van Venda lewer; en

Nademaal dit nodig geag word dat genoemde Staatsprokureur voortgaan om professionele dienste aan en vir die Regering van Venda te lewer na die onafhanklikwording van Venda;

- (d) puncture repair equipment, including garage jack, tyre levers and wheel spanners;
- (e) tyre pressure gauge;
- (f) battery filler and battery lifter;
- (g) fire extinguisher; and
- (h) miscellaneous mechanic's hand tools.

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The Petrol reflected above was purchased from—

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- 2.
- 3.

Signature.....

MINISTRY OF JUSTICE

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE RENDERING OF PROFESSIONAL SERVICES TO THE GOVERNMENT OF VENDA BY THE STATE ATTORNEY OF THE REPUBLIC OF SOUTH AFRICA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the State Attorney of the Republic of South Africa is at present rendering professional services to and on behalf of the Government of Venda; and

Whereas it is considered necessary that the said State Attorney continue to render professional services to and on behalf of the Government of Venda after the attainment of independence by Venda;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Staatsprokureur van die Republiek van Suid-Afrika gaan voort om gratis professionele dienste aan en vir die Regering van Venda te lewer na die onafhanklikwording van Venda vir solank as wat die Regering van Venda dit verlang.

ARTIKEL 2

Die Regering van Venda aanvaar aanspreeklikheid vir die betaling van die werklike koste deur genoemde Staatsprokureur aangegaan in verband met die lewering van genoemde professionele dienste.

ARTIKEL 3

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enigeen van die Partye opgesê word deur aan die ander Party drie maande skriftelike kennis langs die diplomatieke kanaal te gee van sy voorneme om dit te doen.

(b) Enige wysiging van hierdie Ooreenkoms waaroor onderling deur beide Partye ooreengekom is, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. L. SCHLEBUSCH.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

MINISTERIE VAN LANDBOU

NOTAWISSELING RAKENDE DIE VESTIGING VAN 'N PLANTKUNDIGE INLIGTINGSENTRUM EN HERBARIUM

Die Agbare

H. S. J. Schoeman

Minister van Landbou

Mnr. die Minister,

Ek het die eer om te verwys na u brief van vandag wat soos volg lees:

"Ek het die eer om te verwys na onlangse besprekings tussen verteenwoordigers van die Departement van Landbou-tegniese Dienste van die Republiek van Suid-Afrika en die Regering van Venda rakende die daarstelling van 'n plantkundige inligtingsentrum en herbarium.

As gevolg van hierdie bespreking is dit die verstandhouding dat gemelde Departement van Landbou-tegniese Dienste deur sy Navorsingsinstituut vir Plantkunde onderneem—

(1) om die Regering van Venda te adviseer met betrekking tot die vestiging van 'n plantkundige inligtingsentrum wat 'n herbarium sal insluit;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The State Attorney of the Republic of South Africa shall continue to render professional services, free of charge, to and on behalf of the Government of Venda after the attainment of independence by Venda for as long as the Government of Venda so desires.

ARTICLE 2

The Government of Venda accepts liability for the payment of the actual costs incurred by the said State Attorney in connection with the rendering of the said professional services.

ARTICLE 3

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving three months' written notice to the other Party through the diplomatic channel of its intention to do so.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. L. SCHLEBUSCH.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

MINISTRY OF AGRICULTURE

EXCHANGE OF NOTES CONCERNING THE ESTABLISHMENT OF A BOTANICAL INFORMATION CENTRE AND HERBARIUM

The Honourable

H. Schoeman

Minister of Agriculture

Mr Minister,

I have the honour to refer to your letter of today's date which reads as follows:

"I have the honour to refer to recent discussions between representatives of the Department of Agricultural Technical Services of the Republic of South Africa and the Government of Venda concerning the establishment of a botanical information centre and herbarium.

As a result of these discussions it is the understanding that the said Department of Agricultural Technical Services through its Botanical Research Institute undertakes—

(1) to advise the Venda Government in the establishment of a botanical information centre which will include a herbarium;

(2) om plantmonsters, wat deur die Regering van Venda na die Navorsingsinstituut vir Plantkunde gestuur is, te identifiseer: Met dien verstande dat sodanige duplikaatmonsters deur gemelde Navorsingsinstituut gehou mag word;

(3) om bystand te verleen met die opleiding van herbarium- en ander plantkundige personeel gedurende hul besoeke aan die Navorsingsinstituut vir Plantkunde;

(4) om die Regering van Venda by te staan en te adviseer op die gebied van plant-ekologie en op enige ander gebied waarop die Navorsingsinstituut vir Plantkunde bevoeg is om advies te kan gee; en daar onderlinge samewerking tussen ons onderskeie lande op die gebied van ekonomiese plantkunde sal wees wat onder andere onkruid-identifikasie en verspreiding, etnobotanie, bewaring van kiemplasma, plantgeografie en plantbenutting insluit."

Ek het die eer om te bevestig dat die Regering van Venda met die bogenoemde voorwaardes saamstem en u brief en hierdie antwoord as die daarstelling van 'n Ooreenkoms oor hierdie sake tussen ons twee Regerings wat beskou van krag te wees vanaf die datum van onafhanklikheid van Venda.

Meneer, die Minister, aanvaar asseblief die versekering van my besondere hoogagting.

P. R. MPHEPHU, Hoofminister.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR DIE BEWEGING VAN DIERE, DIERLIKE PRODUKTE, PARASIE EN BESMETLIKE DINGE TUSSEN DIE TWEE LANDE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda, dit wenslik ag om die beheer oor die beweging van diere, dierlike produkte, parasiete en besmetlike dinge tussen die twee lande te vergemaklik; en

Nademaal dit noodsaaklik geag word dat gereelde oorlegpleging tussen die veeartsenykundige organisasies van die twee Regerings oor verskeie aangeleenthede plaasvind;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

(a) Die twee Regerings streef daarna om gemeenskaplike standaarde vir die voorkoming en bestryding van diersiektes toe te pas en te handhaaf.

(b) Die twee Regerings streef daarna om dieselfde gesondheidsstandaarde aangaande die invoer van diere, dierlike produkte, parasiete en besmetlike dinge uit ander gebiede te handhaaf.

(c) Dit is die oogmerk van elke Party by hierdie Ooreenkoms om in sy gebied voldoende veeartsenykundige personeel daar te stel en gereelde inspeksies van vee en verpligte rapportering van aanmeldbare diersiektes af te dwing, en die Partye verbind hulle om met betrekking tot diersiektebestrydingsprogramme vir oorlegpleging en, sover doenlik, ooreenstemming tussen hulle onderskeie veeartsenyorganisasies voorsiening te maak en dit te bewerkstellig.

(2) to identify plant specimens sent to the Botanical Research Institute by the Venda Government Herbarium: Provided that such duplicate specimens may be retained by the said Research Institute;

(3) to assist with the training of herbarium and other botanical personnel during their visits to the Botanical Research Institute;

(4) to assist and advise the Venda Government in the field of plant ecology and in any other fields in which the Botanical Research Institute is competent to give advice; and

there will be mutual co-operation between our respective countries in the field of economic botany which shall include *inter alia* weed identification and distribution, ethnobotany, germ plasm conservation, plant geography and plant utilisation."

I have the honour to confirm that the Government of Venda agrees to the above-mentioned provisions and regard your letter and this reply as constituting an Agreement between our two Governments in these matters which shall be considered to be operational as from the date of independence of Venda.

Please accept, Mr Minister, the assurance of my highest consideration.

P. R. MPHEPHU, Chief Minister.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE MOVEMENT OF ANIMALS, ANIMAL PRODUCTS, PARASITES AND INFECTIOUS THINGS BETWEEN THE TWO COUNTRIES

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda consider it desirable that the control over the movement of animals, animal products, parasites and infectious things between the two countries should be facilitated; and

Whereas it is regarded as essential that regular consultation between the veterinary organisations of the two Governments on various matters should take place;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

(a) The two Governments shall endeavour to apply and maintain common standards of animal disease prevention and control.

(b) The two Governments shall endeavour to maintain common health standards as regards the introduction of animals, animal products, parasites and infectious things from other territories.

(c) It shall be the aim of each Party to this Agreement to establish in its territory adequate veterinary personnel and enforce regular inspections of stock and obligatory reporting of notifiable animal diseases, and the Parties undertake to provide for and promote consultation and, so far as it is practicable, agreement between their respective veterinary organisations on animal disease control programmes.

(d) Geen diere, dierlike produkte, parasiete en besmetlike dinge mag in die onderskeie gebiede ingevoer word nie, tensy gemagtig deur die Direkteur van Veeartsenydiens van die invoerende land kragtens 'n invoerpermit. Die toestaan van sodanige permitte deur die onderskeie beampes hang ook af van die heersende dieresiektetoestande op daardie tydstip.

(e) Slegs plekke van binnekoms bepaal deur die Direkteur van Veeartsenydiens van die twee lande word vir die beweging van diere, dierlike produkte, parasiete en besmetlike dinge gebruik.

(f) In geval van bewegings in transito deur die Republiek van Suid-Afrika en Venda moet sodanige bewegings voldoen aan die minimum veeartsenykundige invoervereistes soos deur die onderskeie Direkteur van Veeartsenydiens van die twee lande goedgekeur.

(g) Die uitdrukkings "dierlike produkte", "parasiete" en "besmetlike dinge" het dieselfde betekenis as wat in die onderskeie wette wat betrekking het op dieresiektes en parasiete van die twee lande en die regulasies daarkragtens uitgevaardig, daaraan geheg is.

(h) Beide partye gaan akkoord dat daar verpligte wedersydse rapportering van uitbreking van dieresiektes wat ingevolge die regulasies verklaar is, moet wees.

ARTIKEL 2

Mits die dieresiektetoestand en -bestrydingsmaatreëls in Venda deur die Direkteur van Veeartsenydiens van die Republiek van Suid-Afrika bevredigend geag word, is die volgende van toepassing op invoere in die Republiek van Suid-Afrika uit Venda:

(a) (i) Vir verskillende spesies moet invoerpermitte met spesifieke voorwaardes uitgereik word.

(ii) Alle diere moet voor invoer klinies ondersoek word en die invoerpermit moet geëndosseer word ten effekte dat die diere klinies gesond is en dat alle ander invoervereistes nagekom is, en die endossement moet geteken word deur 'n gemagtigde beampte van die Afdeling Veeartsenydiens van Venda.

(b) In die geval van spleethoewige diere is invoer onderworpe aan die nakoming van bek-en-klouseerbestrydingsmaatreëls waaroor albei Partye ooreengekom het.

(c) Slagvee mag slegs na abattoirs gestuur word wat vooraf deur die Direkteur van Veeartsenydiens van Suid-Afrika goedgekeur is.

(d) (i) Bulle mag alleenlik aan abattoirs goedgekeur ingevolge paragraaf (c) gestuur word en nie na plase of enige ander bestemming nie.

(ii) Met alle ander bewegings van beeste moet ooreenkomstig paragrafe (a) en (b) hierbo gehandel word.

(e) In die geval van kleinvee moet die voorwaardes op invoerpermitte en dié in paragraaf (a) hierbo nagekom word. Daar kan afgesien word van inentings- en dipvereistes in die geval van kleinvee wat na abattoirs gestuur word behalwe wanneer hulle na 'n spoorweg-aapunt binne die Republiek van Suid-Afrika aangeja word.

(f) Honde en katte kan uit Venda in die Republiek van Suid-Afrika ingebring word mits daar 'n stawende permit uitgereik is en die diere minstens 30 dae, maar hoogstens 12 maande voordat hulle ingebring word met 'n patente hondsdolheidsentstof ingeënt is. Honde en katte mag nie jonger as vier maande wees voor invoer nie.

(g) Varke vanaf hokke, goedgekeur deur beampes wat veeartse is, sal toegelaat word om na die Pietersburgslagpale te gaan asook na die Louis Trichardslagpale mits die hokke gereeld inspekteer en geen varke sonder permit ingebring word nie.

(d) No animals, animal products, parasites and infectious things shall be imported into the respective countries except by virtue of an import permit authorised by the Director of Veterinary Services of the importing country. The granting of such permits by the respective officers shall also be dependent on the animal disease situations obtaining at the time.

(e) Only ports of entry determined by the Directors of Veterinary Services of the countries shall be used for the movement of animals, animal products, parasites and infectious things.

(f) In the case of in transit movement through the Republic of South Africa and Venda, such movements shall comply with the minimum veterinary importation requirements as approved by the respective Directors of Veterinary Services of the two countries.

(g) The expressions "animal products", "parasites" and "infectious things" shall bear the meaning assigned to them in the respective acts relating to animal diseases and parasites of the two countries and the regulations promulgated thereunder.

(h) Both Parties agree that there shall be obligatory reporting to each other of outbreaks of animal diseases scheduled under the regulations.

ARTICLE 2

Provided the animal disease situation and control measures in Venda are considered satisfactory by the Director of Veterinary Services of the Republic of South Africa, the following shall apply to importations into the Republic of South Africa from Venda:

(a) (i) Permits with specific conditions shall be issued for the different species.

(ii) All animals shall be examined clinically prior to importation and permits shall be endorsed to the effect that animals are clinically healthy and that all other import requirements have been complied with. The endorsement to be signed by an authorised officer of the Veterinary Division of Venda.

(b) In the case of cloven-hoofed animals importation shall be subject to compliance with foot-and-mouth disease control measures to which both Parties have agreed.

(c) Slaughter stock shall be consigned only to abattoirs approved by the Director of Veterinary Services of the Republic of South Africa.

(d) (i) Bulls shall be consigned only to abattoirs approved under paragraph (c) and not to farms or any other destination.

(ii) All other movements of cattle shall be treated in accordance with paragraphs (a) and (b) above.

(e) In the case of small stock, conditions specified on import permits shall be complied with as well as those under paragraph (a) above. Vaccination or dipping requirements may be waived for small stock consigned to abattoirs except where they have to move on the hoof to a railhead within the Republic of South Africa.

(f) Dogs and cats may be allowed into the Republic of South Africa from Venda provided that a covering permit has been issued and the animals have been vaccinated with a potent rabies vaccine not less than 30 days and not more than 12 months prior to introduction into South Africa. Dogs and cats may not be younger than four months before importation.

(g) Pigs from piggeries approved by officers who are veterinarians, will be allowed to the Pietersburg and Louis Trichardt abattoirs provided that the sties are inspected regularly and that no pigs be introduced without a permit.

(h) Ekwides en pluimvee kan kragtens invoerpermitte ingebring word.

(i) Dierlike produkte soos vleis, wol, velle, bene en kraalmis moet op gesag van 'n permit ingevoer word. Geen beperkings word egter op botter, melk en eiers geplaas nie. Hierdie produkte kan sonder 'n permit in die Republiek van Suid-Afrika ingebring word.

ARTIKEL 3

Mits die dieresiektetoestand en -bestrydingsmaatreëls in die Republiek van Suid-Afrika deur die Direkteur van Veeartsenydiens van Venda bevredigend geag word, is die volgende van toepassing op invoere in Venda uit die Republiek van Suid-Afrika:

(a) (i) Vir die verskillende spesies moet invoerpermitte met spesifieke voorwaardes uitgereik word.

(ii) Alle diere moet, voordat hulle ingevoer word, klinies ondersoek word en die permitte moet geëndosseer word ten effekte dat die diere klinies gesond is en dat alle ander invoervereistes nagekom is. Die endossement moet geteken word deur 'n gemagtigde beampte van die Afdeling Veeartsenydiens van die Republiek van Suid-Afrika.

(b) Alle beeste moet binne 12 maande voordat hulle in Venda ingebring word teen miltsiekte ingeënt wees.

(c) Alle skape en bokke moet, voordat hulle in Venda ingebring word, twee keer met 'n tussenpoos van minstens sewe dae en hoogstens nege dae, gedip word teen brandsiekte in 'n dipstof goedgekeur deur die Direkteur van Veeartsenydiens van die Republiek van Suid-Afrika. Van hierdie voorwaarde word afgesien in die geval van skape en bokke wat vir slagdoel-eindes ingevoer word, maar slegs wanneer slagting binne twee dae sal plaasvind.

(d) Alle ekwides, uitgesonderd reuns, moet binne twee maande voordat hulle in Venda ingevoer word, vir slapsiekte getoets word, en wel met negatiewe resultate.

(e) Invoerpermitte moet verkry word vir honde en katte wat in Venda ingebring word. Dié diere wat ouer is as drie maande moet binne 12 maande, maar hoogstens 30 dae voordat hulle ingebring word, met 'n potente hondsdolheidsentstof ingeënt gewees het. Honde en katte onder die ouderdom van drie maande kan ingevoer word onderworpe aan die spesiale voorwaardes wat op elke invoerpermit aangedui sal word.

(f) (i) Invoerpermitte moet verkry word vir alle soorte voëls wat in Venda ingevoer word.

(ii) Alle volwasse pluimvee moet binne die laaste drie maande voordat hulle ingebring word teen Newcastle-siekte ingeënt word.

(g) Venda sal dierlike produkte uit die Republiek van Suid-Afrika aanvaar sonder die uitreiking van veeartsenykundige invoerpermitte of gesondheidsertifikate.

ARTIKEL 4

In geval van 'n gebeurlikheid in verband met die beweging van diere, dierlike produkte, parasiete en besmetlike dinge wat nie deur hierdie Ooreenkoms gedek is nie, mag geen stappe gedoen word sonder dat die onderskeie Direkteure van Veeartsenydiens met mekaar oorleg gepleeg het nie.

ARTIKEL 5

Die belangrike rol wat heining in dieresiektebestryding speel en die noodsaaklikheid van die instandhouding daarvan word erken. Die verantwoordelikheid vir

(h) Equines and poultry may be introduced on authority of import permits.

(i) The importation of animal products such as meat, hides and skins, wool, bones and kraal manure shall take place under cover of a permit. No restriction is placed on butter, milk and eggs. These products may be introduced into the Republic of South Africa without permits.

ARTICLE 3

Provided the animal disease situation and control measures in the Republic of South Africa are considered satisfactory by the Director of Veterinary Services of Venda, the following shall apply to importations into Venda from the Republic of South Africa:

(a) (i) Permits with specific conditions shall be issued for the different species.

(ii) All animals shall be examined clinically prior to importation and permits shall be endorsed to the effect that animals are clinically healthy and that all other import requirements have been complied with. The endorsement to be signed by an authorised officer of the Veterinary Division of the Republic of South Africa.

(b) All cattle shall be vaccinated against anthrax within 12 months prior to entry into Venda.

(c) All sheep and goats shall be dipped twice with an interval of not less than seven and not more than nine days in an anti-sheep-scab dipwash approved by the Director of Veterinary Services of the Republic of South Africa prior to entry into Venda. This condition shall be waived for sheep and goats imported for slaughter purposes, but only where slaughter will be carried out within two days.

(d) All equines except geldings shall be tested for dourine with negative results within two months prior to importation into Venda.

(e) Import permits shall be obtained for dogs and cats entering Venda. Those over three months of age shall have been vaccinated with a potent rabies vaccine within 12 months but not less than 30 days prior to introduction. Dogs and cats under the age of three months may be imported subject to the special conditions which will be indicated on each import permit.

(f) (i) Import permits shall be obtained for all species of birds to be imported into Venda.

(ii) All adult poultry shall have been vaccinated against Newcastle disease within the last three months prior to entry.

(g) Venda shall accept animal products from the Republic of South Africa without the issue of veterinary import permits or health certificates.

ARTICLE 4

In the event of any occurrence not covered by this Agreement regarding the movement of animals, animal products, parasites and infectious things no action shall be taken without prior consultation between the respective Directors of Veterinary Services.

ARTICLE 5

The important role fences play in disease control and the necessity of their maintenance, is recognised. The responsibility for such fences within the respective

sodanige heinings binne die onderskeie lande word deur die betrokke Party self waargeneem. Gemeenskaplike internasionale grensheinings word soos onderling deur die Direkteure van Veeartsenydiens ooreengekom, gepatrolleer en in stand gehou.

ARTIKEL 6

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikheid van Venda en kan deur enigeen van die twee Partye beëindig word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op hede die 13de dag van Augustus 1979.

H. S. J. SCHOEMAN.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Vir die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT DIE VERKOOP VAN MISSTOWWE, VEEVOEDSEL, LANDBOUMIDDELS EN VEEMIDDELS EN DIE TOEPASSING VAN WETGEWING MET BETREKKING TOT MISSTOWWE, VEEVOEDSEL, LANDBOUMIDDELS EN VEEMIDDELS

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda dit in hulle beste belang ag om sover moontlik die verkoop en verspreiding binne hulle onderskeie gebiede van ongeregistreerde misstowwe, veevoedsel, landboumiddels en veemiddels te voorkom; en

Nademaal, as gevolg van hulle geografiese ligging, Venda en Suid-Afrika misstowwe, veevoedsel, landboumiddels en veemiddels maklik versend kan word van een gebied na die ander; en

Nademaal misstowwe, veevoedsel, landboumiddels en veemiddels tussen die Republiek van Suid-Afrika en Venda vervoer word; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda hulle verantwoordelikheid besef om—

(a) hulle eie sowel as die ander se belange te beskerm deur misstowwe, veevoedsel, landboumiddels en veemiddels binne hulle eie gebiede te beheer; en

(b) sowel hul eie as die ander se landbou te bevorder deur die verskaffing van hoë gehalte misstowwe, veevoedsel, landboumiddels en veemiddels; en

countries, shall be borne by the Party concerned. Common international border fences will be patrolled and maintained as mutually agreed upon by the Directors of Veterinary Services.

ARTICLE 6

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, this 13th day of August 1979.

H. S. J. SCHOEMAN.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE SALE OF FERTILIZERS, FARM FEEDS, AGRICULTURAL REMEDIES AND STOCK REMEDIES AND THE APPLICATION OF LEGISLATION PERTAINING TO FERTILIZERS, FARM FEEDS, AGRICULTURAL REMEDIES AND STOCK REMEDIES

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda consider it in their best interest to prevent, as far as possible, the sale and distribution within their respective territories of unregistered fertilizers, farm feeds, agricultural remedies and stock remedies; and

Whereas because of the geographical situation of Venda and South Africa fertilizer, farm feeds, agricultural remedies and stock remedies may easily be transmitted from the territory of the one to the other; and

Whereas fertilizers, farm feeds, agricultural remedies and stock remedies are moved between the Republic of South Africa and Venda; and

Whereas the Government of the Republic of South Africa and the Government of Venda recognise their responsibility to—

(a) protect their own as well as each other's interest by controlling fertilizers, farm feeds, agricultural remedies and stock remedies within their respective territories; and

(b) promote their own as well as each other's agriculture by the supply of high quality fertilizers, farm feeds, agricultural remedies and stock remedies; and

Nademaal die Republiek van Suid-Afrika en Venda die nodige wetgewing ingevoer het om—

(a) behoorlike beheer af te dwing oor die verkoop en verspreiding in hulle gebiede van misstowwe, veevoedsel, landboumiddels en veemiddels; en

(b) beheer uit te oefen oor die gehalte van misstowwe, veevoedsel, landboumiddels en veemiddels wat geproduseer en verkoop word in, ingevoer word in, en uitgevoer word uit hul onderskeie gebiede;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Republiek van Suid-Afrika verleen op voorwaardes waaroor onderling ooreengekom is en op versoek van die Regering van Venda bystand aan Venda met die toepassing van sy wetgewing betreffende die registrasie van misstowwe, veevoedsel, landboumiddels en veemiddels, vir welke doel—

(i) die Registrateur van Misstowwe, Veevoedsel, Landboumiddels en Veemiddels van die Departement van Landbou-tegniese Dienste van die Republiek van Suid-Afrika die nodige opleiding moet gee aan beamptes, wat deur die Regering van Venda aangestel moet word vir die toepassing van die betrokke wetgewing, welke opleiding in die Republiek van Suid-Afrika of in Venda kan geskied;

(ii) misstowwe, veevoedsel, landboumiddels en veemiddels wat onderworpe is aan die bepalings van die betrokke wetgewing en bestem is vir Venda en ingevoer word uit derde lande deur die hawens van Kaapstad, Durban, Oos-Londen of Port Elizabeth of deur die lughawens Jan Smuts, J. G. Strijdom, Louis Botha of D. F. Malan, of deur enige ander hawe of lughawe of enige binnelandse plek van binnekoms in die Republiek gespesifiseer deur die Suid-Afrikaanse Minister van Landbou, moet voldoen aan die vereistes van die betrokke wetgewing;

(iii) die Republiek van Suid-Afrika, op versoek van die Regering van Venda, misstowwe, veevoedsel, landboumiddels en veemiddels ten behoeve van Venda moet toets, en omtrent die aantal monsters wat Venda vir sodanige toetsing indien, asook die gelde betaalbaar, moet daar van tyd tot tyd ooreengekom word;

(iv) die uitdrukkings “misstowwe”, “veevoere”, “landboumiddels” en “veemiddels” dieselfde betekenis het as wat in die onderskeie wette wat betrekking het op misstowwe, veevoere, landboumiddels en veemiddels van die twee lande en die regulasies daarkragtens uitgevaardig, daaraan geheg is.

ARTIKEL 2

(a) Die invoer van ongeregistreerde misstowwe, veevoedsel, landboumiddels en veemiddels deur die plekke van binnekoms in die Republiek van Suid-Afrika gemeld, in Artikel 1 (ii) en bestem vir Venda, is onderworpe aan invoerpermitte, uitgereik deur 'n bevoegde gesag in Venda met 'n aanduiding van die soorte en hoeveelhede wat ingevoer gaan word, waarvan die oorspronklike aan die invoerder verskaf moet word en afskrifte 'n geruime tyd voor die invoerdatum gestuur moet word aan die Registrateur: Wet 36 van 1947 (hieronder “die Registrateur” genoem), Privaatsak X116, Pretoria, 0001.

Whereas the Republic of South Africa and Venda have introduced the necessary legislation to—

(a) enforce proper control over the sale and distribution in their territories of fertilizers, farm feeds, agricultural remedies and stock remedies; and

(b) control the quality of fertilizers, farm feeds, agricultural remedies and stock remedies produced and sold in, imported into and exported from their respective territories;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The Republic of South Africa shall, on conditions mutually agreed upon and at the request of the Government of Venda, assist Venda in the administration of its legislation pertaining to the registration of fertilizers, farm feeds, agricultural remedies and stock remedies, for which purpose—

(i) the Registrar of Fertilizers, Farm feeds, Agricultural Remedies and Stock Remedies of the Department of Agricultural Technical Services of the Republic of South Africa shall give the necessary training to officers, who shall be appointed by the Government of Venda for the administration of the legislation concerned, which training may take place in the Republic of South Africa or in Venda;

(ii) fertilizers, farm feeds, agricultural remedies and stock remedies which are subject to the provisions or the legislation concerned destined for Venda and imported from third countries through the ports of Cape Town, Durban, East London or Port Elizabeth or through the airports of Jan Smuts, J. G. Strijdom, Louis Botha or D. F. Malan or through any other port or airport or any inland port of entry in the Republic of South Africa specified by the South African Minister of Agriculture, shall comply with the requirements of the legislation concerned;

(iii) the Republic of South Africa shall, at the request of the Government of Venda, test fertilizers, farm feeds, agricultural remedies and stock remedies on behalf of Venda and the number of samples that Venda may submit for such testing, as well as the fees payable, shall be agreed upon from time to time;

(iv) the expressions “fertilizer”, “farm feed”, “agricultural remedy” and “stock remedy” shall bear the meaning assigned to them in the respective Acts of the two countries relating to fertilizers, farm feeds, agricultural remedies and stock remedies and the regulations promulgated thereunder.

ARTICLE 2

(a) Importation of unregistered fertilizers, farm feeds, agricultural remedies and stock remedies through the ports of entry in the Republic of South Africa referred to in Article 1 (ii) and destined for Venda shall be subject to import permits issued by an appropriate authority in Venda which shall indicate the kinds and quantities to be imported and of which the originals shall be supplied to the importers and copies to the Registrar: Act 36 of 1947 (hereinafter referred to as “the Registrar”, Private Bag X116, Pretoria, 0001, well in advance of the date of importation.

(b) In geval van afkeuring van misstowwe, veevoedsel, landboumiddels of veemiddels bestem vir Venda, gee 'n gemagtigde beampte van Venda skriftelik instruksies aan die invoerder en stuur 'n afskrif aan die Registrateur aangaande die beskikking oor sodanige afgekeurde misstowwe, veevoedsel, landboumiddels en veemiddels.

ARTIKEL 3

(a) Venda en die Republiek van Suid-Afrika moet toesien dat hulle wetgewing wat betrekking het op misstowwe, veevoedsel, landboumiddels en veemiddels so na moontlik ooreenstem en moet mekaar verwittig wanneer nuwe wetgewing of wysigings van bestaande wetgewing vir indiening in hul onderskeie lande oorweeg word.

(b) Met die oog op vergemakliking van die naking van die bepalings kragtens Artikel 1 (ii), onderneem Venda om oorweging te skenk aan die aanneem van kwaliteitsvereistes vir misstowwe, veevoedsel, landboumiddels en veemiddels soortgelyk aan dié wat in die Republiek van Suid-Afrika geld.

ARTIKEL 4

Vrye beweging van misstowwe, veevoedsel, landboumiddels en veemiddels word tussen die Republiek van Suid-Afrika en Venda toegelaat indien dit in Suid-Afrika en Venda geregistreer is en solank daar aan die bepalings van hierdie Ooreenkoms voldoen word en die betrokke owerhede in die Republiek van Suid-Afrika en in Venda daarvan oortuig is dat die betrokke wetgewing doeltreffend toegepas word in hulle onderskeie lande.

ARTIKEL 5

In die geval van 'n gebeurlikheid wat nie deur hierdie ooreenkoms vir die beheer oor misstowwe, veevoedsel, landboumiddels en veemiddels gedek word nie, mag geen stappe gedoen word sonder dat die onderskeie betrokke departemente met mekaar oorleg gepleeg het nie.

ARTIKEL 6

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikheid van Venda en kan deur enigeen van die twee Partye beëindig word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van die Ooreenkoms waarvoor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op hede die 13de dag van Augustus 1979.

H. S. J. SCHOEMAN.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Vir die Regering van Venda.

(b) In the event of rejection of fertilizers, farm feeds, agricultural remedies and stock remedies destined for Venda, an authorised officer of Venda shall give written instructions to the importer, with a copy to the Registrar, as to the disposal of such rejected fertilizers, farm feeds, agricultural remedies and stock remedies.

ARTICLE 3

(a) Venda and the Republic of South Africa shall ensure that their legislation pertaining to fertilizers, farm feed, agricultural remedies and stock remedies corresponds as closely as possible and shall inform each other when new legislation or amendments to existing legislation are considered for introduction in their respective countries.

(b) With a view to facilitating the compliance of the stipulations in Article 1 (ii) Venda undertakes to consider the adoption of quality requirements for fertilizers, farm feeds, agricultural remedies and stock remedies similar to those that apply in the Republic of South Africa.

ARTICLE 4

Free movement of fertilizers, farm feeds, agricultural remedies and stock remedies between the Republic of South Africa and Venda shall be allowed if it is registered in South Africa and Venda as long as the provisions of the Agreement are complied with and the authorities concerned in the Republic of South Africa and in Venda are satisfied that the legislation concerned is effectively applied in their respective countries.

ARTICLE 5

In the event of any occurrence not covered by this Agreement regarding the control of fertilizers, farm feeds, agricultural remedies and stock remedies no action shall be taken without consultation between the respective Departments concerned.

ARTICLE 6

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done in Pretoria, in duplicate, this 13th day of August 1979.

H. S. J. SCHOEMAN.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT DIE BESTRYDING VAN SKADELIKE PLANTPLAE EN -SIEKTES EN DIE GEHALTE VAN VOORTPLANTINGSMATERIAAL EN PLANTE EN DIE TOEPASSING VAN WETGEWING MET BETREKKING TOT PLANTE, VOORTPLANTINGSMATERIAAL EN PLANTPRODUKTE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda dit in hulle beste belang ag om—

(a) sover moontlik die inbring en verspreiding in hulle onderskeie gebiede van skadelike plantsiektes en -plae deur middel van plante en plantprodukte te voorkom; en

(b) die gebruik van die hoogste gehalte plante en voortplantingsmateriaal (insluitende saad) in hul landboubedryf te bevorder; en

Nademaal, as gevolg van hulle geografiese ligging, plantsiektes en -plae maklik oorgedra kan word van een gebied na die ander; en

Nademaal plante en voortplantingsmateriaal tussen die Republiek van Suid-Afrika en Venda vervoer word; en

Nademaal die Republiek van Suid-Afrika en Venda hulle verantwoordelikheid besef om—

(a) sowel hulle eie as die ander se belange te beskerm deur skadelike plantsiektes en -plae binne hulle onderskeie gebiede te beheer; en

(b) sowel hul eie as die ander se landbou te bevorder deur die verskaffing van hoë gehalte plante en voortplantingsmateriaal (insluitende saad); en

Nademaal die Republiek van Suid-Afrika en Venda die nodige wetgewing ingevoer het om—

(a) behoorlike beheer oor die inbring en die verspreiding in hulle onderskeie gebiede van skadelike plantsiektes en -plae af te dwing; en

(b) beheer uit te oefen oor die gehalte van plante en voortplantingsmateriaal wat geproduseer en verkoop word in, ingevoer word in, en uitgevoer word uit hul onderskeie gebiede;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Republiek van Suid-Afrika verleen op versoek van die Regering van Venda bystand aan Venda met die toepassing van sy wetgewing betreffende plantsiektes en -plae en plantverbetering vir welke doel—

(i) die Afdeling Plant- en Saadbeheer van die Departement van Landbou-tegniese Dienste van die Republiek van Suid-Afrika die nodige opleiding moet gee aan beamptes wat deur die Regering van Venda aangestel word vir die toepassing van die betrokke wetgewing, welke opleiding in die Republiek van Suid-Afrika of in Venda kan geskied;

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE CONTROL OF INJURIOUS PLANT PEST AND DISEASES AND THE QUALITY OF PROPAGATING MATERIAL AND PLANTS, AND THE APPLICATION OF LEGISLATION PERTAINING TO PLANTS, PROPAGATING MATERIAL AND PLANT PRODUCTS.

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda consider it in their best interest—

(a) to prevent, as far as possible, the introduction into and the spread within their respective territories of injurious plant diseases and pests by means of plants and plant products; and

(b) to promote the use of the highest quality plants and propagating material (including seed) in their agricultural industries; and

Whereas, because of their geographical situation, plant diseases and pests may easily be transmitted from the one territory to the other; and

Whereas plants and propagating material are moved between the Republic of South Africa and Venda; and

Whereas the Republic of South Africa and Venda recognise their responsibility to—

(a) protect their own as well as each other's interest by controlling injurious plant diseases and pests within their respective territories; and

(b) promote their own as well as each other's agriculture by the supply of high quality plants and propagating material (including seed); and

Whereas the Republic of South Africa and Venda have introduced the necessary legislation to—

(a) enforce proper control over the introduction into, and spread in their respective territories of injurious plant diseases and pests; and

(b) control the quality of plants and propagating material produced and sold in, imported into and exported from their respective territories;

Now, Therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The Republic of South Africa shall, at the request of the Government of Venda, assist Venda in the administration of the legislation pertaining to plant diseases and pests and to plant improvement, for which purpose—

(i) the Division of Plant and Seed Control of the Department of Agricultural Technical Services of the Republic of South Africa shall give the necessary training to officers appointed by the Government of Venda for the administration of the legislation concerned, which training may take place in the Republic of South Africa or in Venda;

(ii) plante, plantprodukte en voortplantingsmateriaal wat onderworpe is aan die bepalings van die betrokke wetgewing en bestem is vir Venda en ingevoer word uit derde lande deur die hawens van Kaapstad, Durban, Oos-Londen of Port Elizabeth of deur die lughawens Jan Smuts, J. G. Strijdom, Louis Botha of D. F. Malan of deur enige ander hawe of lughawe of enige binnelandse plek van binnekoms in die Republiek gespesifiseer deur die Suid-Afrikaanse Minister van Landbou, deur inspekteurs of beamptes van die Republiek van Suid-Afrika ten behoeve van Venda geïnspekteer moet word ooreenkomstig die voorgeskrewe fitosanitêre en gehaltevereistes;

(iii) plante, plantprodukte en voortplantingsmateriaal wat uit Venda na derde lande deur die hawens van Kaapstad, Durban, Oos-Londen of Port Elizabeth of deur die lughawens Jan Smuts, J. G. Strijdom, Louis Botha of D. F. Malan uitgevoer word en waarvoor fitosanitêre sertifikate nodig is, op versoek van die Venda-owerhede geïnspekteer moet word deur inspekteurs van die Republiek van Suid-Afrika;

(iv) die Republiek van Suid-Afrika, op versoek van die Regering van Venda, plantvariëteite en saad ten behoeve van Venda moet toets, en omtrent die aantal monsters wat Venda vir sodanige toetsing indien, moet daar van tyd tot tyd ooreengekom word.

ARTIKEL 2

(a) Die invoer van plante, plantprodukte of voortplantingsmateriaal deur plekke van binnekoms in die Republiek van Suid-Afrika, gemeld in Artikel 1 (ii) wat vir Venda bestem is, is onderworpe aan invoerpermities, deur 'n bevoegde gesag in Venda uitgereik met 'n aanduiding van die variëteite en hoeveelhede wat ingevoer gaan word, en, indien van toepassing, die fitosanitêre en gehaltevereistes wat nagekom moet word, waarvan die oorspronklike aan die invoerders verskaf moet word en afskrifte 'n geruime tyd voor die invoerdatum gestuur moet word aan die Direkteur, Afdeling Plant- en Saadbeheer (hieronder die "Direkteur" genoem), Privaatsak X179, Pretoria, 0001.

(b) Die Venda-owerheid word deur die Direkteur verwittig van die besonderhede van plante, plantprodukte of voortplantingsmateriaal, namens hom geïnspekteer en, in geval van behandeling, afkeuring of vernietiging van enige plante, plantprodukte of voortplantingsmateriaal, ook van die redes vir sodanige behandeling, afkeuring of vernietiging.

(c) In geval van afkeuring van plante, plantprodukte of voortplantingsmateriaal bestem vir Venda gee 'n gemagtigde beampte van Venda skriftelike instruksies aan die invoerder, en 'n afskrif daarvan aan die Direkteur, aangaande die beskikking oor sodanige afgekeurde plante, plantprodukte of voortplantingsmateriaal.

(d) Die Departement van Landbou-tegniese Dienste van die Republiek van Suid-Afrika verskaf by sy kwarantynstasies aan Venda die nodige plantkwarantynfasiliteite in die geval van plante of voortplantingsmateriaal wat Venda wil invoer en wat onderworpe is aan kwarantyn: Met dien verstande dat Venda die beskikbaarheid van sodanige fasiliteite moet vasstel voordat sodanige plante of voortplantingsmateriaal wat vir kwarantyn bestem is, ingevoer word.

(e) Die Departement van Landbou-tegniese Dienste van die Republiek van Suid-Afrika stel sy fasiliteite vir die invoer van uitheemse diere en insekte, of plant-siektes ten behoeve van Venda beskikbaar.

(ii) plants, plant products and propagating material which are subject to the provisions of the legislation concerned, destined for Venda and imported from third countries through the ports of Cape Town, Durban, East London or Port Elizabeth or through the airports of Jan Smuts, J. G. Strijdom, Louis Botha or D. F. Malan or through any other port or airport or any inland port of entry in the Republic of South Africa specified by the South African Minister of Agriculture, shall be inspected on behalf of Venda by inspectors or officers of the Republic of South Africa in accordance with the prescribed phytosanitary and quality requirements;

(iii) plants, plant products and propagating material exported from Venda to third countries through the ports of Cape Town, Durban, East London or Port Elizabeth or through the airports of Jan Smuts, J. G. Strijdom, Louis Botha or D. F. Malan and requiring phytosanitary certificates shall, at the request of the Venda authority, be inspected by inspectors of the Republic of South Africa;

(iv) the Republic of South Africa shall, at the request of the Government of Venda, test plant varieties and seed on behalf of Venda and the number of samples that Venda may submit for such testing shall be agreed upon from time to time.

ARTICLE 2

(a) Importation of plants, plant products or propagating material through the ports of entry in the Republic of South Africa referred to in Article 1 (ii) and destined for Venda shall be subject to import permits issued by an appropriate authority in Venda which shall indicate the kinds and quantities to be imported and, if applicable, the phytosanitary and quality requirements that must be satisfied, and of which the originals shall be supplied to the importers and copies to the Director, Division of Plant and Seed Control (hereinafter referred to as the "Director"), Private Bag X179, Pretoria, 0001, well in advance of the date of importation.

(b) The Venda authority shall be informed by the Director of the particulars of plants, plant products or propagating material inspected on its behalf and, in the event of treatment, rejection or destruction of any plants, plant products or propagating material, also of the reasons for such treatment, rejection or destruction.

(c) In the event of rejection of plants, plant products or propagating material destined for Venda, an authorized officer of Venda shall give written instructions to the importer, with a copy to the Director, for the disposal of such rejected plants, plant products or propagating material.

(d) The Department of Agricultural Technical Services of the Republic of South Africa shall at its quarantine stations provide Venda with the necessary plant quarantine facilities in the case of plants or propagating material which Venda wishes to import and which are subject to quarantine: Provided that the availability of such facilities shall be ascertained by Venda before plants or propagating material destined for quarantine are imported.

(e) The Department of Agricultural Technical Services of the Republic of South Africa shall make available its facilities for the importation of exotic animals, insects and plant diseases on behalf of Venda.

ARTIKEL 3

(a) Venda en die Republiek van Suid-Afrika moet toesien dat hulle wetgewing wat betrekking het op plantverbetering en die bestryding van plantsiektes en -plae so na moontlik ooreenstem en moet mekaar verwittig wanneer nuwe wetgewing of wysigings van bestaande wetgewing vir indiening in hul onderskeie lande oorweeg word.

(b) Met die oog op vergemakliking van die inspeksies wat kragtens Artikel 1 (ii) uitgevoer moet word, onderneem Venda om oorweging te skenk aan die aanneem van fitosanitêre en gehaltevereistes vir ingevoerde plante, plantprodukte en voortplantingsmateriaal soortgelyk aan dié wat in die Republiek van Suid-Afrika geld.

ARTIKEL 4

(a) Behoudens die bepalinge van paragrawe (b) en (c) word vrye beweging van plante, plantprodukte en voortplantingsmateriaal tussen die Republiek van Suid-Afrika en Venda toegelaat solank daar aan die bepalinge van hierdie Ooreenkoms voldoen word en die betrokke owerhede in die Republiek van Suid-Afrika en Venda daarvan oortuig is dat die betrokke wetgewing doeltreffend toegepas word in hulle onderskeie lande.

(b) Behalwe op gesag van 'n invoerpermit uitgereik deur die bevoegde gesag in die Republiek van Suid-Afrika en behoudens die voorwaardes in sodanige permit gespesifiseer, word die invoer uit Venda verbied van—

(i) enige piesangplant of sierpiesangplant of deel of suier van sodanige plant, uitgesonderd die vrug daarvan, wat bestem is vir enige plek in die Republiek van Suid-Afrika;

(ii) enige plant van die genera *Citrus*, *Poncirus* en *Fortunella* of deel daarvan, uitgesonderd die vrugte daarvan, wat bestem is vir enige plek in die provinsie die Kaap die Goeie Hoop van die Republiek van Suid-Afrika;

(iii) enige plant van die familie *Vitidaceae* wat bestem is vir enige plek in die Republiek van Suid-Afrika;

(iv) enige aartappels wat bestem is vir enige van die volgende landdrostdistrikte in die Republiek van Suid-Afrika: Barkly-Wes, Boshof, Christiana, Fauresmith, Hay, Herbert, Hopetown, Jacobsdal, Jagersfontein, Kimberley (uitgesonderd die munisipale gebied), Koffiefontein, Luckhoff, Petrusburg, Upington en Warrenton; en

(v) enige gemmerplant wat bestem is vir enige plek in die Republiek van Suid-Afrika.

(c) Behalwe op gesag van 'n invoerpermit uitgereik deur die bevoegde instansie in Venda en behoudens die voorwaardes in sodanige permit uiteengesit, word die invoer uit die Republiek van Suid-Afrika verbied van—

(i) enige piesangplant of sierpiesangplant of deel of suier van sodanige plant, uitgesonderd die vrug daarvan, wat bestem is vir enige plek in Venda;

(ii) enige plant van die familie *Vitidaceae* wat bestem is vir enige plek in Venda; en

(iii) enige gemmerplant wat bestem is vir enige plek in Venda.

ARTIKEL 5

In die geval van 'n gebeurlikheid wat nie deur hierdie Ooreenkoms vir die bestryding van skadelike plantsiektes en -plae gedek word nie, mag geen stappe gedoen word sonder dat die onderskeie betrokke departemente met mekaar oorleg gepleeg het nie.

ARTICLE 3

(a) Venda and the Republic of South Africa shall ensure that their legislation pertaining to plant improvement and the control of plant diseases and pests corresponds as closely as possible and shall inform each other when new legislation or amendments to existing legislation are considered for introduction in their respective countries.

(b) With a view to facilitating the inspections to be carried out in terms of Article 1 (ii), Venda undertakes to consider the adoption of phytosanitary and quality requirements for imported plants, plant products and propagating material similar to those that apply in the Republic of South Africa.

ARTICLE 4

(a) Subject to the provisions of paragraphs (b) and (c) a free movement of plant, plant products and propagating material between the Republic of South Africa and Venda shall be allowed as long as the provisions of this Agreement are complied with and the authorities concerned in the Republic of South Africa and Venda are satisfied that the legislation concerned is effectively applied in each of the countries.

(b) Except on the authority of an import permit issued by the appropriate body in the Republic of South Africa, and subject to the conditions specified in such permit, the importation from Venda, is prohibited of—

(i) any banana plant or ornamental banana plant or part or sucker of such plant, excluding the fruit thereof, destined for any place in the Republic of South Africa;

(ii) any plants of the genera *Citrus*, *Poncirus* and *Fortunella* or part thereof, excluding the fruit thereof, destined for any place in the Province of the Cape of Good Hope of the Republic of South Africa;

(iii) any plant of the family *Vitidaceae* destined for any place in the Republic of South Africa;

(iv) any potatoes, destined for any of the following magisterial districts in the Republic of South Africa: Barkly West, Boshof, Christiana, Fauresmith, Hay, Herbert, Hopetown, Jacobsdal, Jagersfontein, Kimberley (excluding the municipal area), Koffiefontein, Luckhoff, Petrusburg, Upington and Warrenton; and

(v) any ginger plant destined for any place in the Republic of South Africa.

(c) Except on the authority of an import permit issued by the appropriate body in Venda, and subject to the conditions specified in such permit, the importation from the Republic of South Africa is prohibited of—

(i) any banana plant or ornamental banana plant or part or sucker of such plant, excluding the fruit thereof, destined for any place in Venda;

(ii) any plant of the family *Vitidaceae* destined for any place in Venda; and

(iii) any ginger plant destined for any place in Venda.

ARTICLE 5

In the event of any occurrence not covered by this Agreement regarding the control of injurious pests and diseases, no action shall be taken without consultation between the respective departments concerned.

ARTIKEL 6

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikheid van Venda en kan deur enigeen van die twee Partye beëindig word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van die Ooreenkoms waarvoor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op hede die 13de dag van Augustus 1979.

H. S. J. SCHOEMAN.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Vir die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR DIE STANDAARDE VAN VEEARTSENYKUNDIGE OPLEIDING EN ETIKA IN VEEARTSENYKUNDIGE PRAKTYK IN DIE TWEE LANDE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda dit in hulle beste belang ag om ewe hoë standaarde van veeartsenykundige opleiding en etika te bereik en te handhaaf in die veeartsenykundige praktyke in hulle onderskeie lande;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Gelykwaardige veeartsenykundige kwalifikasies word aanvaar sowel vir praktisering binne die genoemde lande as vir indiensneming deur die onderskeie Regerings.

ARTIKEL 2

Die Veeartsraad, ingestel in die Republiek van Suid-Afrika kragtens artikel 1 van die Veeartswet, 1933, en die Registrateur van Veeartse, aangestel in die Republiek van Suid-Afrika kragtens artikel 7 van daardie Wet, gaan, ná die datum van onafhanklikwording van Venda, voort om in en ten opsigte van Venda die bevoegdheid, magtigings en funksies aan hulle verleen of opgedra kragtens daardie Wet soos van toepassing in Venda onderskeidelik uit te oefen of te vervul.

ARTIKEL 3

Die registrasiegelde van veeartse van Venda sal deur genoemde Veeartsraad behou word solank daar ingevolge Artikel 2 in en ten opsigte van Venda gehandel word.

ARTIKEL 4

In die geval van 'n gebeurlikheid aangaande die toepassing van die Veeartswet wat nie deur hierdie Ooreenkoms gedek word nie, mag geen stappe gedoen word sonder dat die onderskeie betrokke departemente met mekaar oorleg gepleeg het nie.

ARTICLE 6

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, this 13th day of August 1979.

H. S. J. SCHOEMAN.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO STANDARDS OF VETERINARY TRAINING AND ETHICS IN VETERINARY PRACTICE IN THE TWO COUNTRIES

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda consider it in their best interest to obtain and maintain equally high standards of veterinary training and ethics in veterinary practice in their respective countries;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

Equal veterinary qualifications shall be recognised both for practice within the said countries and for employment by the respective Governments.

ARTICLE 2

The Veterinary Board, established in the Republic of South Africa under section 1 of the Veterinary Act, 1933, and the Registrar of Veterinarians, appointed in the Republic of South Africa under section 7 of the Act, shall, after the date on which Venda becomes independent, continue to exercise or perform, in and in respect of Venda, the powers, authorities and functions conferred on or assigned to them respectively under that Act as in force in Venda.

ARTICLE 3

The registration fees of veterinarians of Venda shall be retained by the said Veterinary Board while acting in terms of Article 2 and in respect of Venda.

ARTICLE 4

In the event of an occurrence not covered by this Agreement regarding the administration of the Veterinary Act, no action shall be taken without consultation between the respective departments concerned.

ARTIKEL 5

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikheid van Venda en kan deur enigeen van die twee Partye beëindig word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye onderling ooreenkom, word aangebring deur Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en gesêl het.

Gedoen te Pretoria, in tweevoud, op hede die 13de dag van Augustus 1979.

H. S. J. SCHOEMAN.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Vir die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR DIE BEWEGING VAN VLEIS EN VLEISPRODUKTE GEPRODUSEER BY ABATTOIRS EN ANDER INSTALLASIES WAAR VLEIS VERWERK WORD

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda dit in hulle beste belang ag dat betreffende die beweging tussen hulle onderskeie lande van vleis en vleisprodukte geproduseer by abattoirs en ander installasies waar vleis verwerk word, aan erkende internasionale praktyke voldoen en dat die abattoirs of installasies waarvandaan vleis en vleisprodukte afkomstig is, aan die higiëniese vereistes deur die invoerende lande neergelê, voldoen;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Abattoirs en ander vleisverwerkingsinstallasies vanwaar ingevoerde vleis en vleisprodukte afkomstig is word minstens een keer per jaar geïnspekteer deur beamptes van die veeartsenykundige owerhede van die invoerende land en goedgekeur deur die Direkteur van Veeartsenydiens of Hoofvleishigiënebeampte, na gelang van die geval.

ARTIKEL 2

In die geval van 'n gebeurlikheid in verband met die beweging van vleis en vleisprodukte wat nie deur hierdie ooreenkoms gedek word nie, mag geen stappe gedoen word sonder dat die onderskeie betrokke departemente met mekaar oorleg pleeg het nie.

ARTIKEL 3

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikheid van Venda en kan deur enigeen van die twee Partye beëindig word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

ARTICLE 5

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

H. S. J. SCHOEMAN.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE MOVEMENT OF MEAT AND MEAT PRODUCTS PRODUCED AT ABATTOIRS AND OTHER MEAT PROCESSING INSTALLATIONS

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda consider it in their best interest that as regards the movement between their respective countries of meat and meat products produced at abattoirs and other meat processing installations, should conform the recognised international practice, and that the abattoirs or installations from which such meat and meat products originate shall conform to the hygienic requirements laid down by the importing country;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

Abattoirs and other meat processing installations from which imported meat or meat products originate shall be inspected at least once a year by officers of the veterinary authority of the importing country, and approved by the Director of Veterinary Services or Chief Meat Hygiene Officer, as the case may be.

ARTICLE 2

In the event of an occurrence regarding the movement of meat and meat products not covered by this agreement, no action shall be taken without consultation between the respective departments concerned.

ARTICLE 3

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op hede die 13de dag van Augustus 1979.

H. S. J. SCHOEMAN.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Vir die Regering van Venda.

OOREENKOMS AANGEGAAN TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA BETREFFENDE INTERNASIONALE GRENSE EN SAKE WAT DAARMEE IN VERBAND STAAN

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat daar tussen die twee Regerings en hul mense bestaan; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda dit in hul beste belang ag—

(a) dat die grens tussen die Republiek van Suid-Afrika en Venda duidelik omskryf en afgebaken moet word; en

(b) dat enige bestaande of nuwe heining op genoemde grens, hetsy dit voor of na die inwerking-treding van hierdie Ooreenkoms opgerig is, goed in stand gehou behoort te word;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

WOORDOMSKRYWING

Vir die doel van hierdie Ooreenkoms, tensy die inhoud anders vereis, beteken—

(a) "alluvio" die geleidelike en onwaarneembare afsetting van grond teen die oewer van 'n rivier of spruit;

(b) "avulsio" die waarneembare afsetting van grond teen die oewer van 'n rivier of spruit;

(c) "grens" die grens tussen die Republiek van Suid-Afrika en Venda, of enige gedeelte van sodanige grens soos omskryf in Artikel 2 van hierdie Ooreenkoms;

(d) "afbakening" die werklike bepaling van die grenslyn op die grond en die omskrywing daarvan deur bakens, grensstutte of enige ander struktuur of merk wat opgerig, gebou of gevestig word met die doel om die presiese ligging van die grens aan te dui;

(e) "heining" enige heining op of ten opsigte van die grens, hetsy dit voor of na die inwerking-treding van hierdie Ooreenkoms opgerig is, en ook—

(i) enige baken of ander struktuur of merk wat opgerig, gebou of gevestig is met die doel om die presiese ligging van die grens aan te dui; en

(ii) enige heining wat tevore deur albei Partye by die Ooreenkoms veronderstel is presies op die grens geleë te wees, welke grens daarna gevind word af te wyk van die grens soos opgemaat ingevolge Artikel 5 hiervan, tot tyd en wyl 'n nuwe heining op die presiese ligging van die grens opgerig is.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria in duplicate, on the 13th day of August 1979.

H. S. J. SCHOEMAN.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING INTERNATIONAL BOUNDARIES AND MATTERS CONNECTED THEREWITH

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda consider it in their best interest—

(a) that the boundary between the Republic of South Africa and Venda should be clearly defined and demarcated; and

(b) that any existing or new fence on the said boundary whether erected before or after the coming into operation of this Agreement, should be kept in good repair;

Now therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires—

(a) "alluvio" means a gradual and imperceptible deposition of soil upon the bank of a river or spruit;

(b) "avulsio" means the perceptible deposition of soil upon the bank of a river or spruit;

(c) "boundary" means the boundary between the Republic of South Africa and Venda or any part of such boundary as defined in Article 2 of this Agreement;

(d) "demarcation" means the actual laying down of the boundary line on the ground and its definition by beacons, boundary pillars or any other structure or mark erected, constructed or established for the purpose of indicating the precise location of the boundary;

(e) "fence" means any fence on or in respect of the boundary whether erected before or after the coming into operation of this Agreement and includes—

(i) any beacon or other structure or mark erected, constructed or established for the purpose of indicating the precise location of the boundary; and

(ii) any fence heretofore presumed by either Party to the Agreement to be on the precise location of the boundary which is subsequently found to deviate from the boundary as surveyed in terms of Article 5 hereof, until such time as a new fence is erected on the precise location of the boundary.

ARTIKEL 2

GRENSOMSKRYWING

Die internasionale grens tussen die Republiek van Suid-Afrika en Venda word soos volg omskryf:

GEBIED 1

Begin by baken geletter A op Kaart vir Proklamasiedoeleindes LG A904/79; dan algemeen ooswaarts in 'n reeks reguit lyne deur bakens geletter B, C, D, E en F op genoemde Kaart vir Proklamasiedoeleindes LG A904/79 tot by baken geletter G daarop; dan suidweswaarts in 'n reguit lyn tot by baken geletter B op Kaart vir Proklamasiedoeleindes LG A58/73; dan suidwaarts met grens BA op die genoemde Kaart vir Proklamasiedoeleindes LG A58/73 en die verlenging suidwaarts daarvan langs tot by die punt waar genoemde verlenging die middel van die Luvuvhurivier sny; dan algemeen suidweswaarts met genoemde middel van die Luvuvhurivier langs tot by die punt waar dit gesny word deur die verlenging noordweswaarts van grens BA op Kaart vir Proklamasiedoeleindes LG A6709/71; dan suidooswaarts met genoemde verlenging langs en verder suidooswaarts, suidweswaarts en noordweswaarts in 'n reeks reguit lyne deur bakens geletter A, B, C, D, E, F en G op genoemde Kaart vir Proklamasiedoeleindes LG A6709/71 tot by die punt waar die verlenging noordweswaarts van grens FG op Kaart vir Proklamasiedoeleindes LG A6709/71 die middel van die Luvuvhurivier sny; dan algemeen suidweswaarts met die middel van die Luvuvhurivier langs tot by die noordwestelike hoek van die plaas Mawambes Location 281 MT; dan suidwaarts met die westelike grens van die plaas Mawambes Location 281 MT langs tot by die suidelikste baken daarvan; dan suidweswaarts in 'n reeks reguit lyne deur bakens B, C, D en E op Kaart vir Proklamasiedoeleindes LG A4522/72 tot by die punt waar die verlenging suidweswaarts van grens DE op laasgenoemde kaart die middel van die Tambaulatirivier sny; dan algemeen noordwaarts met die middel van die Tambaulatirivier langs tot by sy samevloeiing met die middel van die Luvuvhurivier; dan algemeen suidweswaarts met die middel van die Luvuvhurivier langs tot by sy samevloeiing met die Maheberivier (volgens Kaart vir Proklamasiedoeleindes LG A4522/72); dan algemeen suidooswaarts met die middel van die Maheberivier langs tot by sy samevloeiing met die middel van die Pandomashangoleegte; dan suidooswaarts met die middel van die Pandomashangoleegte langs tot by sy samevloeiing met die middel van die Nsamirivier; dan suidooswaarts met die middel van die Nsamirivier langs tot by die punt waar die verlenging noordooswaarts van grens LK op genoemde Kaart vir Proklamasiedoeleindes LG A4522/72 die middel van genoemde Nsamirivier sny; dan suidweswaarts en suidooswaarts met genoemde verlenging en grense KL en LM op genoemde Kaart vir Proklamasiedoeleindes LG A4522/72 langs tot by baken geletter M daarop; dan suidooswaarts met die verlenging van grens LM op Kaart vir Proklamasiedoeleindes LG A4522/72 langs tot by die punt waar genoemde verlenging die middel van die Klein-Letabarivier sny; dan noordweswaarts met die middel van die Klein-Letabarivier langs tot by die suidelikste hoek van die plaas Locatie van de Knopneuzen 230 LT; dan algemeen noordweswaarts met die grense van genoemde plaas Locatie van de Knopneuzen 230 LT en die plaas Locatie van Tabaan 55 LT langs, sodat hulle in hierdie gebied

ARTICLE 2

DEFINITION OF BOUNDARY

The international boundary between the Republic of South Africa and Venda is defined as follows:

AREA 1

Beginning at beacon lettered A on Diagram for Proclamation Purposes SG A904/79; thence generally eastwards in series of straight lines through beacons lettered B, C, D, E and F on the said Diagram for Proclamation Purposes SG A904/79 to beacon lettered G thereon; thence south-westwards in a straight line to beacon lettered B on Diagram for Proclamation Purposes SG A58/73; thence southwards along Boundary BA on the said Diagram for Proclamation Purposes SG A58/73 and the prolongation southwards thereof to the point where the said prolongation intersects the middle of the Luvuvhu River; thence generally south-westwards along the said middle of the Luvuvhu River to the point where it is intersected by the prolongation north-westwards of Boundary BA on Diagram for Proclamation Purposes SG A6709/71; thence south-eastwards along the said prolongation and continuing south-eastwards, south-westwards and north-westwards in a series of straight lines through beacons lettered A, B, C, D, E, F and G on the said Diagram for Proclamation Purposes SG A6709/71 to the point where the prolongation north-westwards of Boundary FG on Diagram for Proclamation Purposes SG A6709/71 intersects the middle of the Luvuvhu River; thence generally south-westwards along the middle of the Luvuvhu River to the north-western corner of the farm Mawambes Location 281 MT; thence southwards along the western boundary of the farm Mawambes Location 281 MT to the southernmost beacon thereof; thence south-westwards in a series of straight lines through Beacons B, C, D and E on Diagram for Proclamation Purposes SG A4522/72 to the point where the prolongation south-westwards of Boundary DE on the last-named diagram intersects the middle of the Tambaulati River; thence generally northwards along the middle of the Tambaulati River to its confluence with the middle of the Luvuvhu River; thence generally south-westwards along the middle of the Luvuvhu River to its confluence with the Mahebe River (*vide* Diagram for Proclamation Purposes SG A4522/72); thence generally south-eastwards along the middle of the Mahebe River to its confluence with the middle of the Pandomashango Valley; thence south-eastwards along the middle of the Pandomashango Valley to its confluence with the middle of the Nsami River; thence south-eastwards along the middle of the Nsami River to the point where the prolongation north-eastwards of the Boundary LK on the said Diagram for Proclamation Purposes SG A4522/72 intersects the middle of the said Nsami River; thence south-westwards and south-eastwards along the said prolongation and the Boundaries KL and LM on the said Diagram for Proclamation Purposes SG A4522/72 to beacon lettered M thereon; thence south-eastwards along the prolongation of the Boundary LM on Diagram for Proclamation Purposes SG A4522/72 to the point where the said prolongation intersects the middle of the Klein Letaba River; thence north-westwards along the middle of the Klein Letaba River to the southernmost corner of the farm Locatie van de Knopneuzen 230 LT; thence generally north-westwards along the boundaries of the said farm Locatie van de Knopneuzen 230 LT and the farm Locatie van Tabaan 55 LT, so as to

ingesluit word, tot by die suidwestelike hoek van laasgenoemde plaas; dan algemeen suidweswaarts met die middel van die Middel-Letabarivier oor die plaas Crystalfontein 57 LT en Staatsgrond (volgens Kaart vir Proklamasiedoeleindes LG A6704/71) langs tot by die suidoostelike hoek van die plaas Sterkrivier 97 LT; dan algemeen noordweswaarts met die grense van die volgende plase langs sodat hulle uit hierdie gebied uitgesluit word: Genoemde plaas Sterkrivier 97 LT, Caledon 62 LT, Nieuwvlakte 58 LT, Middelpaats 59 LT; Wagendrift 64 LT, Marseille 65 LT, Hoogmoed 69 LT en Piesangfontein 71 LT, tot by die suidoostelike baken van die plaas Malmesbury 72 LT; dan noordweswaarts met die noordoostelike grens van genoemde plaas Malmesbury 72 LT langs tot by die punt waar genoemde grens gesny word deur die middel van die Xikarispruit (volgens Kaart vir Proklamasiedoeleindes LG A6703/71); dan algemeen weswaarts met die middel van die Xikari-, Mazinhlope- en N'wangelespruit (volgens Kaart vir Proklamasiedoeleindes LG A6703/71) tot by die punt waar die verlenging noordooswaarts van grens BC op Kaart vir Proklamasiedoeleindes LG A6703/71 die middel van die N'wangelespruit sny; dan suidweswaarts met genoemde verlenging en grens CB op Kaart vir Proklamasiedoeleindes LG A6703/71 langs tot by baken geletter B daarop; dan noordweswaarts met die suidwestelike grens van die plaas Grootfontein 47 LT langs tot by die noordwestelike baken daarvan; dan algemeen ooswaarts en noordwaarts met die grense van die volgende langs sodat hulle in hierdie gebied ingesluit word: Genoemde plaas Grootfontein 47 LT, die plase Kruisfontein 48 LT, Vaalkop 49 LT, Onverwacht 66 LT, Nieuw Engeland 60 LT, Vygeboomsdrift 53 LT, Schuynshoogte 29 LT, Weltevreden 23 LT, Reubander 21 LT, Goedverwachting 19 LT, die Resterende Gedeelte van Gedeelte 2 (Kaart LG A1486/33) van die plaas Barotta 17 LT, groot 367,7118 ha, genoemde plaas Goedverwachting 19 LT en die plaas Tsakoma 18 LT tot by die noordelike baken van laasgenoemde plaas; dan noordooswaarts, noordweswaarts en suidwaarts met die grense van die plaas Entabeni 251 MT langs, sodat dit uit hierdie gebied uitgesluit word, tot by die suidwestelike baken daarvan; dan algemeen weswaarts met die grense van die volgende plase langs sodat hulle uit hierdie gebied uitgesluit word: Lisbon 12 LT, Piesanghoek 244 MT, Waterfall 224 MT, Rietbok 226 MT, Vergenoeg 228 MT, Studholme 229 MT, Devils Gully 720 MS en Nooitgedacht 721 MS, tot by die noordwestelike baken van laasgenoemde plaas; dan algemeen noordwaarts met die grense van die volgende plase langs sodat hulle uit hierdie gebied uitgesluit word: Marius 732 MS, Masequa 714 MS, Overwinning 713 MS en Tanga 648 MS, tot by die noordoostelike hoek van laasgenoemde plaas; dan algemeen noordooswaarts met die grense van die volgende plase langs sodat hulle uit hierdie gebied uitgesluit word: Coen Brits 646 MS, Lukin 643 MS, Salaita 188 MT, The Duel 186 MT, Nairobi 181 MT, Aerial 174 MT, Lotsiues 176 MT, Ter Blanche 155 MT, Septimus 156 MT, Martin 157 MT, Rynie 158 MT, Amonda 161 MT, David 160 MT, Gaandrik 162 MT, Ziska 122 MT, Trevenna 119 MT, Cross 117 MT, Folorodwe 79 MT, Doppie 95 MT, Hetty 93 MT, Charlotte 90 MT, Feskaal 85 MT en Bali 84 MT, tot by baken geletter A op Kaart vir Proklamasiedoeleindes LG A904/79, die beginpunt.

include them in this area, to the south-western corner of the last-named farm; thence generally south-westwards along the middle of the Middle Letaba River over the farm Crystalfontein 57 LT and State-owned Land (*vide* Diagram for Proclamation Purposes SG A6704/71) to the south-eastern corner of the farm Sterkrivier 97 LT; thence generally north-westwards along the boundaries of the following farms so as to exclude them from this area: The said farm Sterkrivier 97 LT, Caledon 62 LT, Nieuwvlakte 58 LT, Middelpaats 59 LT, Wagendrift 64 LT, Marseille 65 LT, Hoogmoed 69 LT and Piesangfontein 71 LT, to the south-eastern beacon of the farm Malmesbury 72 LT; thence north-westwards along the north-eastern boundary of the said farm Malmesbury 72 LT to the point where the said boundary is intersected by the middle of the Xikari Spruit (*vide* Diagram for Proclamation Purposes SG A6703/71); thence generally westwards along the middle of the Xikari, Manzhlope and N'wangele Spruits (*vide* the said Diagram for Proclamation Purposes SG A6703/71) to the point where the prolongation north-eastwards of Boundary BC on Diagram for Proclamation Purposes SG A6703/71 intersects the middle of the N'wangele Spruit; thence south-westwards along the said prolongation and the Boundary CB on Diagram for Proclamation Purposes SG A6703/71 to beacon lettered B thereon; thence north-westwards along the south-western boundary of the farm Grootfontein 47 LT to the north-western beacon thereof; thence generally eastwards and northwards along the boundaries of the following so as to include them in this area: The said farm Grootfontein 47 LT, the farms Kruisfontein 48 LT, Vaalkop 49 LT, Onverwacht 66 LT, Nieuw Engeland 60 LT, Vygeboomsdrift 53 LT, Schuynshoogte 29 LT, Weltevreden 23 LT, Reubander 21 LT, Goedverwachting 19 LT, the remaining extent of Portion 2 (Diagram SG A1486/33) of the farm Barotta 17 LT, in extent 367,7118 ha, the said farm Goedverwachting 19 LT, and the farm Tsakoma 18 LT, to the northernmost beacon of the last-named farm; thence north-eastwards, north-westwards and southwards along the boundaries of the farm Entabeni 251 MT, so as to exclude it from this area, to the south-western beacon thereof; thence generally westwards along the boundaries of the following farms so as to exclude them from this area: Lisbon 12 LT, Piesanghoek 244 MT, Waterfall 224 MT, Rietbok 226 MT, Vergenoeg 228 MT, Studholme 229 MT, Devils Gully 720 MS and Nooitgedacht 721 MS, to the north-western beacon of the last-named farm; thence generally northwards along the boundaries of the following farms so as to exclude them from this area: Marius 732 MS, Masequa 714 MS, Overwinning 713 MS and Tanga 648 MS, to the north-eastern corner of the last-named farm; thence generally north-eastwards along the boundaries of the following farms so as to exclude them from this area: Coen Britz 646 MS, Lukin 643 MS, Salaita 188 MT, The Duel 186 MT, Nairobi 181 MT, Aerial 174 MT, Lotsiues 176 MT, Ter Blanche 155 MT, Septimus 156 MT, Martin 157 MT, Rynie 158 MT, Amonda 161 MT, David 160 MT, Gaandrik 162 MT, Ziska 122 MT, Trevenna 119 MT, Cross 117 MT, Folorodwe 79 MT, Doppie 95 MT, Hetty 93 MT, Charlotte 90 MT, Feskaal 85 MT and Bali 84 MT, to beacon lettered A on Diagram for Proclamation Purposes SG A904/79, the place of beginning.

GEBIED 2

Begin by die noordwestelike baken van die plaas Koedoespoort 402 LS; dan algemeen noordooswaarts met die grense van die volgende plase langs sodat hulle in hierdie gebied ingesluit word: Genoemde plaas Koedoespoort 402 LS, Grootplaats 399 LS en Groenkloof 86 LT, tot by die suidwestelike baken van die plaas Rossbach 83 LT; dan suidooswaarts met die suidwestelike grens van die plaas Rivierplaats 87 LT langs tot by die punt waar genoemde grens gesny word deur die middel van die Klein-Letabarivier (volgens Kaart vir Proklamasiedoeleindes LG A6705/71); dan algemeen ooswaarts met die middel van die Klein-Letabarivier langs tot by punt geletter c op genoemde Kaart vir Proklamasiedoeleindes LG A6705/71; dan algemeen suidweswaarts met die grens c, middel van Droë Loop, op genoemde Kaart vir Proklamasiedoeleindes LG A6705/71 langs tot by baken geletter D daarop; dan ooswaarts met die suidelike grense van die plase Bellevue 74 LT en Ossenhoek 70 LT langs tot by die noordwestelike baken van die plaas Helderwater 95 LT; dan suidwaarts en algemeen weswaarts met die grense van die volgende plase langs sodat hulle in hierdie gebied ingesluit word: Morgenzon 94 LT, Hartebeestfontein 109 LT, Schoonuitzicht 111 LT, Nieuwland 112 LT, Aangenaam Uitzicht 114 LT, Goedeheop 120 LT, Goedverwacht 121 LT, Setali 123 LT, Kleinfontein 128 LT, Donkerhoek 402 LS en Klipbank 406 LS, tot by die noordwestelike baken van die plaas Wakkerstroom 484 LS; dan suidweswaarts en algemeen weswaarts met die grense van die volgende langs sodat hulle uit hierdie gebied uitgesluit word: Genoemde plaas Wakkerstroom 484 LS en die volgende gedeeltes van die plaas Doornhoek 480 LS: Gedeelte 6 (Lemoendal) (Kaart LG A393/14), Gedeelte 13 (Kaart LG A3321/65), Gedeelte 14 (Kaart LG A5497/67), Gedeelte 15 (Kaart LG A817/68) en Gedeelte 16 (Kaart LG A818/68), tot by die suidwestelike baken van Gedeelte 9 (Kaart LG A1417/18) van genoemde plaas Doornhoek 480 LS; dan algemeen noordwaarts met die grense van die volgende langs sodat hulle in hierdie gebied ingesluit word: Genoemde Gedeelte 9 van die plaas Doornhoek 480 LS, die plase Klipbank 406 LS, Kuilfontein 407 LS en Koedoespoort 402 LS, tot by die noordwestelike baken van laasgenoemde plaas, die beginpunt.

ARTIKEL 3

RIVIERGRENSE

1. Oral waar die grens die koers van 'n rivier of 'n spruit volg, is die presiese ligging van die grens op 'n lyn wat op gelyke afstand getrek word vanaf die hoogste lyn wat deur gewone somervloede op albei die oewers bereik word, en sodanige lyn moet deur twee landmeters bepaal word, waarvan een vir hierdie doel op *ad hoc*-grondslag deur die owerhede van albei Partye by hierdie Ooreenkoms aangestel word.
2. Die grenslyn in 'n rivier of spruit is onderhewig aan veranderinge as gevolg van *alluvio* of erosie wat deur natuurlike oorsake teweeggebring word, maar is nie onderhewig aan veranderinge wat deur *avulsio* teweeggebring word nie.
3. Indien 'n rivier in geheel 'n verandering van koers ondergaan het as gevolg van *avulsio*, het albei Partye hierby die reg om die rivier na sy vorige koers terug te dwing binne drie jaar vanaf die datum waarop daar deur twee landmeters, aangestel soos voorgeskryf in paragraaf 1 van hierdie Artikel vasgestel is, dat sodanige verandering van koers plaasgevind het.

AREA 2

Beginning at the north-western beacon of the farm Koedoespoort 402 LS; thence generally north-eastwards along the boundaries of the following farms so as to include them in this area: The said farm Koedoespoort 402 LS, Grootplaats 399 LS and Groenkloof 86 LT, to the south-western beacon of the farm Rossbach 83 LT; thence south-eastwards along the south-western boundary of the farm Rivierplaats 87 LT to the point where the said boundary is intersected by the middle of the Klein Letaba River (*vide* Diagram for Proclamation Purposes SG A6705/71); thence generally eastwards along the middle of the Klein Letaba River to point lettered c on the said Diagram for Proclamation Purposes SG A6705/71; thence generally south-westwards along the Boundary c, middle of Dry Watercourse, on the said Diagram for Proclamation Purposes SG A6705/71, to beacon lettered D thereon; thence eastwards along the southern boundaries of the farms Bellevue 74 LT and Ossenhoek 70 LT to the north-western beacon of the farm Helderwater 95 LT; thence southwards and generally westwards along the boundaries of the following farms so as to include them in this area: Morgenzon 94 LT, Hartebeestfontein 109 LT, Schoonuitzicht 111 LT, Nieuwland 112 LT, Aangenaam Uitzicht 114 LT, Goedeheop 120 LT, Goedverwacht 121 LT, Setali 123 LT, Kleinfontein 128 LT, Donkerhoek 405 LS and Klipbank 406 LS, to the north-western beacon of the farm Wakkerstroom 484 LS; thence south-westwards and generally westwards along the boundaries of the following so as to exclude them from this area: The said farm Wakkerstroom 484 LS and the following portions of the farm Doornhoek 480 LS: Portion 6 (Lemoendal) (Diagram SG A393/14), Portion 13 (Diagram SG A3321/65), Portion 14 (Diagram SG A5497/67), Portion 15 (Diagram SG A817/68) and Portion 16 (Diagram SG A818/68), to the south-western beacon of portion 9 (Diagram SG A1417/18) of the said farm Doornhoek 480 LS; thence generally northwards along the boundaries of the following so as to include them in this area: The said portion 9 of the farm Doornhoek 480 LS the farms Klipbank 406 LS, Kuilfontein 407 LS and Koedoespoort 402 LS, to the north-western beacon of the last-named farm, the place of beginning.

ARTICLE 3

RIVER BOUNDARIES

1. Wherever the boundary follows the course of a river or spruit, the precise location of the boundary shall be on a line drawn equidistant from the highest line reached by ordinary summer floods on both banks and such line shall be determined by two land surveyors, one appointed on an *ad hoc* basis for this purpose by the authorities of each Party to this Agreement.
2. The boundary line in a river or spruit is subject to changes due to *alluvio* or erosion produced by natural causes but is not subject to changes caused by *avulsio*.
3. If a river should suffer complete dislocation of its course due to *avulsio*, each Party hereto shall have the right to force the river back into its abandoned course within three years from the date on which it was established by two land surveyors, appointed as prescribed in paragraph 1 of this Article, that such a change of course has taken place.

ARTIKEL 4

GESAMENTLIKE GRENSKOMMISSIE

1. 'n Gesamentlike Grenskommissie (hieronder die "Kommissie" genoem) moet binne drie maande na die datum waarop hierdie Ooreenkoms in werking tree, deur die Partye hierby saamgestel word, bestaande uit 'n Voorsitter wat ingevolge paragraaf 2 van hierdie Artikel aangestel word, twee lede wat deur die Regering van die Republiek van Suid-Afrika en twee lede wat deur die Regering van Venda aangestel word uit hoofde van hul spesiale kennis van en ondervinding in enige aspek van die Kommissie se funksies, vir die tydperke wat deur die onderskeie Regerings vasgestel word.

2. Die Voorsitter van die Kommissie word beurteilungen vir 'n tydperk van drie jaar deur die Staatspresident van die Republiek van Suid-Afrika en die President van Venda aangestel, waarvan die eerste aanstelling deur genoemde Staatspresident van die Republiek van Suid-Afrika gedoen word. Indien die Voorsitter van 'n vergadering afwesig is, kies die teenwoordige lede een uit hul geledere om op daardie vergadering voor te sit.

3. Die Voorsitter roep die Kommissie byeen indien en wanneer omstandighede dit vereis. Drie lede van die Kommissie is 'n kworum vir enige vergadering, met dien verstande dat daar ten minste een verteenwoordiger van elke Regering op sodanige vergadering teenwoordig is. Die stemme van 'n meerderheid van die lede wat op 'n vergadering aanwesig is en wat stem, is die besluit van die Kommissie en in die geval van 'n staking van stemme ten opsigte van 'n saak wat voor die Kommissie dien, het die Voorsitter of die voorsittende lid 'n beslissende stem benewens sy beraadslagende stem.

4. Die Kommissie kan te eniger tyd een of meer persone met 'n spesiale kennis van en ondervinding in sake wat betrekking het op die uitvoering van die Kommissie se werksaamhede en pligte ingevolge hierdie Ooreenkoms, toelaat om die vergaderings van die Kommissie in 'n adviserende hoedanigheid by te woon. Met dien verstande dat sodanige persone nie die reg het om op sodanige vergaderings te stem nie.

ARTIKEL 5

WERKSAAMHEDE EN PLIGTE VAN GESAMENTLIKE GRENSKOMMISSIE

1. Die Kommissie moet so gou doenlik die Opmetingsdepartemente van elke Party hierby versoek om landmeters aan te stel om die grens op te meet. Geïllustreerde opmetingsplanne en koördinaatlyste, gebaseer op die Suid-Afrikaanse Trigonometriese Stelsel, insluitende afstande en peilings tussen bakens, moet deur die Opmetingsdepartemente van die onderskeie Partye hierby opgestel word, en wanneer dit onderteken is deur die Hoofde van sodanige Departemente, vorm dit deel van hierdie Ooreenkoms en word dit daaraan geheg. Die maateenheid is die Internasionale Meter.

2. Die Kommissie moet so gou moontlik nadat die grens ingevolge die bepalings van paragraaf 1 van hierdie Artikel opgemet is, die opgemete grens behoorlik laat afbaken en moet vir daardie doel besluit op geskikte afbakeningsmetodes; daar word aanvaar dat niks in hierdie paragraaf vervat die Kommissie sal verhinder om die grens te laat afbaken gelyktydig met die opmeting daarvan ingevolge die bepalings van paragraaf 1 van hierdie Artikel nie.

ARTICLE 4

JOINT BOUNDARY COMMISSION

1. A Joint Boundary Commission (hereinafter referred to as the "Commission") shall within three months of the date on which this Agreement enters into force, be constituted by the Parties hereto, consisting of a Chairman appointed in terms of paragraph 2 of this Article, two members appointed by the Government of the Republic of South Africa and two members appointed by the Government of Venda, by virtue of their special knowledge of and experience in any aspect of the Commission's functions and for the periods determined by the respective Governments.

2. The Chairman of the Commission shall in turn be appointed for a period of three years by the State President of the Republic of South Africa and the President of Venda, the first appointment to be made by the said State President of the Republic of South Africa. If the Chairman is absent from any meeting the members present shall elect one of their number to preside at that meeting.

3. The Chairman shall convene the Commission as and when circumstances require. Three members of the Commission shall form a quorum for any meeting, provided that at least one representative of each Government is present at such meeting. The votes of a majority of the members present and voting at any meeting shall be the decision of the Commission and in the event of an equality of votes on any matter before the Commission, the Chairman or the member presiding shall have a casting vote in addition to his deliberative vote.

4. The Commission may at any time permit one or more persons with a special knowledge of and experience in matters appertaining to the performance of the Commission's functions and duties in terms of this Agreement to attend meetings of the Commission in an advisory capacity: Provided that such persons shall not have the right to vote at such meetings.

ARTICLE 5

FUNCTIONS AND DUTIES OF JOINT BOUNDARY COMMISSION

1. The Commission shall, as soon as possible, request the Survey Departments of each Party hereto to appoint surveyors to survey the boundary. Illustrated survey plans and co-ordinate lists based on the South African Trigonometrical System, including distances and bearings between beacons shall be prepared by the Survey Departments of the respective Parties hereto and, when signed by the Heads of such Departments, shall form part of this Agreement and be lodged therewith. The unit of measure shall be the International Metre.

2. The Commission shall, as soon as possible after the boundary has been surveyed in terms of the provisions of paragraph 1 of this Article, cause the surveyed boundary to be properly demarcated and shall, for that purpose, decide on appropriate methods of demarcation; it being understood that nothing contained in this paragraph shall debar the Commission from causing the boundary to be demarcated at the same time it is being surveyed in terms of the provisions of paragraph 1 of this Article.

3. Indien dit nodig of dienstig blyk, moet die Kommissie so gou moontlik nadat die grens ingevolge die bepalings van paragrawe 1 en 2 van hierdie Artikel opgemeet en afgebaken is, sodanige heinings as wat die Kommissie geskik ag, op die opgemete grens laat oprig of die bestaande heinings laat herstel; daar word aanvaar dat niks in hierdie paragraaf vervat die Kommissie sal verhinder om sodanige heinings te laat oprig op dieselfde tyd as wat die grens ingevolge die bepalings van paragraaf 1 van hierdie Artikel opgemeet word of ingevolge die bepalings van paragraaf 2 van hierdie Artikel afgebaken word ingevolge die bepalings van paragrawe 1 en 2 van hierdie Artikel of opgemeet en afgebaken word nie; daar word voorts aanvaar dat indien daar vasgestel sou word dat heinings wat deur albei Partye hierby veronderstel is op die presiese ligging van die grens soos in Artikel 2 omskryf, geleë te wees, afwyk van die grens soos opgemeet ingevolge die bepalings van hierdie Artikel, die Kommissie, in ooreenstemming met die bepalings van hierdie paragraaf, nuwe heinings op die opgemete grens moet laat oprig.

4. Indien daar plekke is waar dit vanweë ongunstige topografie onmoontlik of onprakties is om heinings op die grens op te rig, kan die Kommissie op daardie plekke van genoemde grens afwyk: Met dien verstande dat sodanige afwykings opgemeet en afgebaken moet word, en na goedkeuring deur albei Partye hierby, word dit beskou as 'n wysiging van die grens en word sodanige opmetingsdokumente geag deel van hierdie Ooreenkoms te wees.

5. Indien dit onprakties of ondienstig is om 'n heining in die middel van 'n stroom of 'n rivierbed op te rig, moet 'n heining op elke oewer, onder toesig van veeartsenykundige beamptes, so na aan die middel van die stroom of rivier as wat prakties is, opgerig word: Met dien verstande dat sodanige heinings ten minste 10 meter van mekaar is: Met dien verstande voorts dat die Kommissie die diskresie het om die oprigting van sodanige heinings te vertraag indien hy sodanige vertraging wenslik ag.

6. Die Kommissie moet die heinings op of ten opsigte van die grens goed in stand hou.

7. Die Kommissie moet enige aangeleentheid betreffende die grens wat van gemeenskaplike belang vir die Partye hierby is, oorweeg en moet sodanige aangeleenthede na albei Partye verwys, indien nodig.

8. Die Kommissie moet aan die Partye hierby verslag doen oor die Kommissie se besluite en aanbevelings ten opsigte van enige aangeleentheid betreffende die grens.

ARTIKEL 6

GRENSBEHEER

Waar albei oewers van 'n grensstroom omhein word, kan dit in sommige gevalle en gedurende sekere tydperke nodig wees om oewereienaars toe te laat om die rivierbed te gebruik vir verskeie doeleindes soos om diere te laat suip, weiding, die pomp van water of die neem van sand. In sodanige gevalle moet die gebruik van die rivierbed plaasvind met die toestemming en onder die toesig van veeartsenykundige beamptes wat die omvang, die tyd, die wyse en die voorwaardes van sodanige gebruik moet bepaal.

3. Should it appear to be necessary or expedient the Commission shall, as soon as possible after the boundary has been surveyed and demarcated in terms of the provisions of paragraphs 1 and 2 of this Article, cause such fences as the Commission deems appropriate to be erected on the surveyed boundary or shall cause existing fences to be repaired; it being understood that nothing contained in this paragraph shall debar the Commission from causing such fences to be erected at the same time the boundary is being surveyed in terms of the provisions of paragraph 1 of this Article or demarcated in terms of the provisions of paragraph 2 of this Article or surveyed and demarcated in terms of the provisions of paragraphs 1 and 2 of this Article; it being further understood that should it be established that fences which were presumed by either Party hereto, to be situated on the precise location of the boundary as defined in Article 2, deviate from the boundary as surveyed in terms of the provisions of this Article, the Commission shall, in accordance with the provisions of this paragraph, cause new fences to be erected on the surveyed boundary.

4. Should there be locations where it is impossible or impracticable on account of adverse topography to erect fences on the boundary, the Commission may deviate from the said boundary at those locations: Provided that such deviations shall be surveyed and demarcated and, after approval by both Parties hereto, shall be considered to be modification of the boundary and such survey documents shall be regarded as part of this Agreement.

5. Should it be impracticable or inexpedient to erect a fence in the middle of a stream or river bed, a fence shall be erected on each bank, under the direction of veterinary officials, as near to the middle of the stream or river as is practicable: Provided that such fences are at least 10 metres apart: Provided further that the Commission shall have a discretion to delay the erection of such fence if it considers such delay to be desirable.

6. The Commission shall keep in good repair the fences on or in respect of the boundary.

7. The Commission shall consider any matter relating to the boundary which is of mutual interest to the Parties hereto and shall refer such matters to either Party if need be.

8. The Commission shall report to the Parties hereto on the Commission's decisions and recommendations in respect of any matter relating to the boundary.

ARTICLE 6

BORDER CONTROL

Where both banks of a boundary stream are fenced, it may in some cases and during certain periods be necessary to allow riparian owners to use the river bed for various purposes such as watering animals, grazing, pumping water or taking sand. In such cases use of the river bed shall take place with the permission and under the supervision of veterinary officials who shall determine the extent, the time, the manner and the conditions of such use.

ARTIKEL 7

LANDMETERS EN VEEARTSENYKUNDIGE
BEAMPTES

1. Wanneer daar na landmeters verwys word, beteken dit twee landmeters, waarvan een deur elke Party hierby aangestel word; daar word aanvaar dat, in die lig van die omvang van die werk wat betrokke is, dieselfde twee landmeters nie noodwendig vir die hele taak gebruik hoef te word nie, maar dat enige getal landmeters deur albei Partye gebruik kan word; daar word voorts aanvaar dat ten opsigte van werk op enige gedeelte van die grens slegs een landmeter deur elke Party gebruik moet word.

2. Indien na die aanstelling van 'n landmeter deur een van die Partye die ander Party aandui dat hy nie van plan is om 'n landmeter aan te stel nie of nie een aanstel binne drie maande nadat hy in kennis gestel is van die aanstelling nie, moet die eersaangestelde landmeter die werk onderneem: Met dien verstande dat na voltooiing van die opmeting die Party wat sodanige landmeter aangestel het, afskrifte van die opmetingstukke aan die ander Party moet voorlê vir goedkeuring of afwysing.

3. Indien die stukke bedoel in paragraaf 2 van hierdie Artikel onaanvaarbaar gevind word, moet die saak deur die andersdenkende Party na arbitrasie verwys word binne drie maande na die versending van sodanige stukke, en indien geen aanduiding van hetsy afwysing of aanvaarding binne drie maande na die versending van sodanige stukke ontvang word nie, word die opmeting as goedgekeur beskou.

4. Wanneer daar in hierdie Ooreenkoms na veeartsenykundige beamptes verwys word, beteken dit een of meer beamptes van die veeartsenykundige dienste van die onderskeie Regerings.

5. In die geval van 'n meningsverskil tussen landmeters of veeartsenykundige beamptes in hierdie Ooreenkoms bedoel, word die geskil besleg deur middel van arbitrasie in ooreenstemming met die betrokke bepalinge van Artikel 8.

ARTIKEL 8

ARBITRASIE

1. Wanneer 'n geskil na arbitrasie verwys word, is die arbiter 'n regter van 'n hoër hof wat deur die Regering van die Republiek van Suid-Afrika vir die kalenderjare 1979 en 1980, en deur die Regering van Venda vir die kalenderjaar 1981 en daarna deur elkeen van die onderskeie Regerings in afwisselende kalenderjare aangestel word; daar word aanvaar dat 'n besluit van die arbiter ingevolge hierdie Artikel aangestel, finaal en bindend vir albei Partye hierby is.

2. Met die oog op die dringendheid wat van tyd tot tyd kan ontstaan, besluit die arbiter op die arbitrasieprosedure en -formaliteite wat aanvaar moet word.

3. Indien 'n geskil wat ontstaan as gevolg van 'n meningsverskil tussen landmeters bedoel in Artikel 3 oor die presiese ligging van 'n riviergrens, na arbitrasie verwys word, moet die arbiter, ingevolge hierdie Artikel aangestel, waar nodig voldoende oorweging aan die menings van oewereienaars skenk wanneer 'n uitspraak gegee word.

ARTICLE 7

SURVEYORS AND VETERINARY OFFICIALS

1. Whenever reference is made to surveyors it shall mean two land surveyors, one appointed by each Party hereto; it being understood that, in view of the magnitude of the work involved, the same two surveyors need not necessarily be employed on the whole work, but that any number of surveyors may be employed by either Party; it being further understood that in the work on any part of the boundary only one surveyor shall be employed by each Party.

2. If after the appointment of a surveyor by one Party the other Party indicates that it does not intend appointing a surveyor or does not appoint one within three months of being informed of the appointment, the first appointed surveyor shall undertake the work: Provided that on completion of the survey, the Party which appointed such surveyor, shall submit copies of the survey records to the other Party for approval or rejection.

3. Should the records referred to in paragraph 2 of this Article, be found unacceptable, the matter shall be submitted for arbitration by the dissenting Party within three months of the dispatch of such records and if no indication is received either of rejection or acceptance within three months of dispatch of such records, the survey shall be regarded as approved.

4. Whenever reference is made in this Agreement to veterinary officials, it shall mean one or more officials of the veterinary services of the respective Governments.

5. In the event of any disagreement between the land surveyors or veterinary officials referred to in this Agreement, such dispute shall be resolved by arbitration in accordance with the relevant provisions of Article 8.

ARTICLE 8

ARBITRATION

1. Whenever a dispute is referred to arbitration the arbitrator shall be a Judge of a superior court who shall be appointed by the Government of the Republic of South Africa for the calendar years 1979 and 1980, by the Government of Venda for the calendar year 1981 and thereafter by each respective Government in alternate calendar years; it being understood that any decision of the arbitrator appointed in terms of this Article shall be final and binding on both Parties hereto.

2. In view of the urgency which may arise from time to time the arbitrator shall decide on the arbitration procedure and formalities to be adopted.

3. Should a dispute, arising out of a disagreement between land surveyors referred to in Article 3 as to the precise location of a river boundary, be referred to arbitration, the arbitrator appointed in terms of this Article shall, where necessary, give due consideration to the views of the riparian owners when making an award.

ARTIKEL 9

KOSTE EN TENDERPROSEDURES

1. Alle uitgawes wat deur die Kommissie aangegaan word in die proses om gevolg te gee aan die bepalings van hierdie Ooreenkoms, is onderworpe aan en word bestry uit gelde wat deur die onderskeie Partye hierby vir hierdie doel bewillig word; daar word aanvaar dat elke Party vir 50% (vyftig persent) van sodanige uitgawes aanspreeklik is.

2. Indien die Kommissie kontrakte toeken vir enige werk wat ingevolge die bepalings hiervan verrig moet word, moet sodanige kontrakte slegs na regverdige en oop tenderprosedures toegeken word aan natuurlike of regspersone wat burgers van enige Staat wat 'n Party hierby is of in enigeen van die State wat Partye hierby is, geregistreer is, na gelang van die geval; met dien verstande dat die Kommissie in dringende gevalle kan afwyk van voornoemde prosedure en kontrakte kan toeken sonder om tenders in te win; met dien verstande voorts dat indien, in 'n dringende geval, enige heinings op of ten opsigte van die grens deur of namens 'n eienaar van eiendom wat aan die grens geleë is, herstel word, die Kommissie na goeë dunnke die bedrag kan bepaal wat as vergoeding betaal moet word om die uitgawes wat deur sodanige eienaar aangegaan is, te dek.

ARTIKEL 10

SKENDINGS VAN DIE GRENS

Albei Partye moet die nodige stappe doen om enige skending van die grens, insluitende enige heining op of ten opsigte van die grens, te voorkom, moet spoedig handel om enige sodanige skendings te straf en moet voldoende oorweging gee aan enige verhoë wat deur die ander Party ten opsigte van beweerde skendings gerig word.

ARTIKEL 11

DORPE EN NEDERSETTINGS NABY DIE GRENS

Albei Partye hierby moet alles in hulle vermoë doen om te verseker dat geen nuwe dorp of nedersetting so na aan die grens gevestig word dat dit die behoorlike instandhouding van die heining bemoeilik nie.

ARTIKEL 12

ANDER AANGELEENTHEDE BETREFFENDE DIE GRENS

1. Enige persoon wat besig is met werk ingevolge hierdie Ooreenkoms, kan alle bosse langs die lyn van die heining tot op vier meter aan weerskante daarvan, asook enige boom wat in die direkte lyn van die grens staan, verwyder.

2. Persone wat die grens opmeet of afbaken, heinings oprig, nasien of herstel, of besig is met enige werk betreffende die grens, het, behoudens immigrasievereistes, 'n reg van toegang tot die onderskeie lande vir sodanige doeleindes. Die onderskeie Regerings van die Partye hierby onderneem om die toegang van persone wat besig is met hulle werk, te vergemaklik en om aan hulle die nodige beskerming te verleen.

ARTICLE 9

COSTS AND TENDERING PROCEDURES

1. All costs incurred by the Commission in the process of giving effect to the provisions of this Agreement shall be subject to, and defrayed from, moneys appropriated by the respective Parties hereto for this purpose; it being understood that each Party shall be responsible for 50% (fifty per cent) of such costs.

2. Should the Commission award contracts for any of the work which is to be performed in terms of the provisions hereof, such contracts shall only be awarded after fair and open tendering procedures to natural or juristic persons who are citizens of either state Party hereto or registered in either state Party hereto, as the case may be; it being understood that in urgent cases the Commission may waive from the aforesaid procedure and may award contracts without inviting tenders; it being further understood that if, as a matter of urgency, any fences on or in respect of the boundary were to be repaired by or on behalf of an owner of property adjoining the boundary, the Commission may in its discretion determine an amount which shall be paid as compensation to cover the costs incurred by such owner.

ARTICLE 10

VIOLATIONS OF THE BOUNDARY

Both Parties shall take the necessary steps to prevent any violation of the boundary including any fence on or in respect of the boundary; shall act promptly to punish any such violations and shall pay due consideration to any representation made by the other in respect of alleged violations.

ARTICLE 11

TOWNS AND SETTLEMENTS NEAR THE BOUNDARY

Both Parties hereto shall use their best endeavours to ensure that no new town or settlement is established so near to the boundary as to hinder the proper maintenance of the fence.

ARTICLE 12

OTHER MATTERS RELATING TO THE BOUNDARY

1. Any person who is engaged in work in terms of this Agreement, may clear any bush along the line of the fence up to four metres on each side thereof and may remove any tree standing in the immediate line of the fence.

2. Persons surveying or demarcating the boundary, erecting, inspecting or repairing fences, or engaged in any work relating to the boundary, shall, subject to immigration requirements, have a right of entry to the respective countries for such purposes. The respective Governments of the Parties hereto shall undertake to facilitate the entry of persons engaged in their work and afford them the necessary protection.

ARTIKEL 13

INWERKINGTREDING EN WYSIGING VAN
OOREENKOMS

1. Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda.

2. Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

H. S. J. SCHOEMAN, Minister van Landbou.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

OOREENKOMS AANGEGAAN TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID- AFRIKA EN DIE REGERING VAN VENDA BETREFFENDE DIE LEWERING VAN SEKERE OPMETINGSDIENSTE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hul mense bestaan; en

Nademaal die Regering van die Republiek van Suid-Afrika, in die lig van die voordele wat deur noue samewerking verkry kan word, gewillig is om sekere opmetingsdienste aan die Regering van Venda te lewer of vir hom te verrig; en

Nademaal dit wenslik is om die samewerking en die lewering of verrigting van sodanige dienste te formaliseer;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

1. Die Regering van die Republiek van Suid-Afrika verbind hom hierby daartoe om in en vir Venda op versoek van of na beraadslaging met die Regering van Venda en in so 'n mate as wat die Minister onder wie se beheer die opmetingsorganisasie van die Regering van die Republiek van Suid-Afrika funksioneer, van tyd tot tyd bepaal, enige opmetingsdiens, bedoel in Artikel 2 of enige werk verbonde aan sodanige diens, te lewer of te verrig.

2. Die Regering van Venda is aanspreeklik vir die koste verbonde aan die instandhouding, herstel of vervanging van enige permanente baken, trigonometrie baken, hoogtemerk of versekeringsmerk opgerig of daargestel vir die doel van opmetings in Venda hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms.

ARTIKEL 2

Die opmetingsdienste wat ingevolge hierdie Ooreenkoms gelewer word, behels topografiese en beheeropmetings. Hierdie twee kategorieë word geag die volgende aspekte van opmeting te dek:

(a) Topografiese opmeting sluit daardie opmetings in wat nodig is om sodanige topografiese en ander kaarte

ARTICLE 13

COMING INTO FORCE AND AMENDMENT
OF AGREEMENT

1. This Agreement shall enter into force on the date of independence of Venda.

2. Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the Exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

H. S. J. SCHOEMAN, Minister of Agriculture.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

AGREEMENT CONCERNING THE PROVISION OF CERTAIN SURVEY SERVICES CONCLUDED BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas in view of the benefits to be derived from close co-operation the Government of the Republic of South Africa is willing to render or perform certain survey services to the Government of Venda; and

Whereas it is desirable to formalise co-operation and rendering or performance of such services;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

1. The Government of the Republic of South Africa hereby undertakes to render or perform in and for Venda, at the request of or after consultation with the Government of Venda and to such extent as the Minister under whose control the survey organisation of the Government of the Republic of South Africa operates may from time to time determine, any survey service referred to in Article 2 or any work connected with any such service.

2. The Government of Venda shall be responsible for the costs involved in the maintenance, repair or replacement of any permanent beacon, trigonometrical beacon, bench mark or reference mark erected or established for survey purposes in Venda whether before or after the coming into operation of this Agreement.

ARTICLE 2

The survey services to be rendered in terms of this Agreement shall comprise topographical and control surveys. These two categories shall be deemed to cover the following aspects of survey:

(a) Topographical surveys include those surveys which are necessary to produce such topographical

as wat van tyd tot tyd op 'n nasionale basis nodig mag wees, te produseer. Dit sluit ook in die uitvoering van en beheer oor, wanneer die behoefte ontstaan, sodanige land-, lug- en ander opmetingswerkzaamhede as wat nodig mag wees om data te bekom vir die samestelling en produsering van die toepaslike kaarte.

(b) Beheeropmetings sluit daardie opmetings in wat nodig is om permanente bakens en merke daar te stel wat in posisie en hoogte vasgestel is, asook sodanige gety-, nivellerings-, swaartekrag-, astronomiese en ander verwante opmetings as wat nodig is. Dit sluit ook die nodige berekenings in asook die verstrekking en uitreiking van die finale data.

ARTIKEL 3

VERDERE BEPALINGS VIR DIE IMPLEMENTERING VAN DIE OOREENKOMS

1. Die Regering van Venda moet toegang tot Venda vergemaklik vir persone wat met werk ingevolge hierdie Ooreenkoms belas is.

2. Sodanige persone word toegelaat om—

(a) enige grond in Venda te betree met sodanige helpers, voertuie, toestelle en instrumente as wat nodig is vir of in verband staan met die verrigting van hulle werkzaamhede;

(b) enige permanente bakens, hoogtemerk, versekeringsmerk of peilbakens of 'n tydelike vlag, sinjaal of ander merk of sodanige grond te plaas of op te rig;

(c) gebruik te maak van enige natuurlike onbewerkte materiaal en, uitgesonderd in 'n dorp, van water, opgegaar of nie, wat op of in sodanige grond aangetref word;

(d) enige plante wat wild groei in die nabyheid van enige sodanige bakens, merke, peilbakens, vlag of sinjaal, weg te kap om waarneming daarnatoe of daarvandaan moontlik te maak:

Met dien verstande dat—

(i) aan die eienaar of okkupeerder van sodanige grond redelike kennis gegee word van die voorneme om 'n bevoegdheid wat in hierdie Artikel beoog word, uit te oefen;

(ii) so min skade en ongerief as moontlik veroorsaak word deur die uitoefening van enige van die bevoegdhede wat in hierdie Artikel beoog word.

ARTIKEL 4

TOEPASSING, INWERKINGTREDING EN GELDIGHEIDSDUUR VAN DIE OOREENKOMS

1. Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enigeen van die twee Partye opgesê word deur ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal aan die ander Party te gee.

2. Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

H. S. J. SCHOEMAN, Minister van Landbou.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

and other maps as may be required on a national basis from time to time. It also includes the conducting and controlling, when the need arises, of such land, air and other survey operations as may be necessary to provide data for the compilation and production of the relevant maps.

(b) Control surveys include those surveys which are necessary to establish permanent beacons and marks which are fixed in position and height, and such tide, level, gravity, astronomical and other related surveys as may be required. It also includes the necessary calculations, and the provision and issue of the final data.

ARTICLE 3

FURTHER PROVISIONS FOR THE IMPLEMENTATION OF THE AGREEMENT

1. The Government of Venda shall facilitate the entry into Venda of persons engaged in work in terms of this Agreement.

2. Such persons shall be allowed to—

(a) enter upon any land in Venda with such assistants, vehicles, appliances and instruments as are necessary for or incidental to the performance of their duties;

(b) place or erect a permanent beacon, bench mark, reference mark or trigonometrical station, or any temporary flag, signal or other mark upon such land;

(c) make use of any natural material upon which no work has been expended and, except within a township, of any water, whether conserved or not, found upon or in such land;

(d) cut any vegetation growing wild in the vicinity of any such beacon, mark, trigonometrical station, flag or signal for the purpose of enabling observations to be made thereto or therefrom:

Provided that—

(i) reasonable notice of the intention to exercise any of the powers contemplated by this Article shall be given to the owner or occupier of such land;

(ii) as little damage and inconvenience as possible shall be caused in the exercise of any of the powers contemplated by this Article.

ARTICLE 4

APPLICATION, ENTRY INTO FORCE AND DURATION OF THE AGREEMENT

1. This Agreement shall enter into force on the date of independence of Venda, and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

2. Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

H. S. J. SCHOEMAN, Minister for Agriculture.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

MINISTERIE VAN MANNEKRAG-BENUTTING

MINISTERIE VAN ARBEID (MANNEKRAGBENUTTING)

NOTAWISSELING MET BETREKKING TOT DIE S.A. WERKLOOSHEIDSVERSEKERINGSFONDS EN DIE TOEPASSING VAN NYWERHEIDSWETGEWING IN VENDA

Meneer die Hoofminister,

In die lig van die naderende onafhanklikwording van Venda en veral met inagneming van die feit dat Venda ná daardie gebeurtenis nie meer deel van die Republiek van Suid-Afrika sal wees nie, het ek die eer om die volgende aanbevelings vir u oorweging voor te lê:

A. *Werkloosheidversekeringswet, 1966 (Wet 30 van 1966):*

Dat, aangesien persone wat in Venda werk of is en wat bygedra het tot die Werkloosheidversekeringsfonds, ingestel in die Republiek van Suid-Afrika ingevolge bogenoemde Wet, kragtens die Wet sal ophou om bydraers tot die Fonds te wees vanaf die datum waarop Venda onafhanklik word en, in die besonder, indien geen verdere stappe gedoen word nie, vanaf daardie datum sal ophou om geregtig te wees op sekere voordele van daardie Fonds soos bepaal by Hoofstuk VI van die Wet, die volgende reëling getref word:

1. Geen voordeel of toelae betaalbaar ingevolge Hoofstuk VI van genoemde Wet, wat onmiddellik voor die datum van onafhanklikwording van Venda aan enige persoon betaalbaar was of waarop enige persoon voor daardie datum ingevolge bedoelde Hoofstuk geregtig geword het, hou ná daardie datum op om betaalbaar te wees nie slegs uit hoofde daarvan dat die betrokke persoon nie meer 'n bydraer soos voornoem is nie of vanweë die feit dat Venda dan nie langer deel van die Republiek van Suid-Afrika is nie;

2. enige persoon wat weens die feit dat hy die een of ander tyd 'n bydraer soos voornoem was, en wat, indien hy nie onder voornoemde omstandighede opgehou het om so 'n bydraer te wees nie of indien Venda nie opgehou het om deel van die Republiek van Suid-Afrika te wees nie, geregtig sou wees ingevolge enige bepaling van genoemde Hoofstuk VI om enige voordeel of toelae te ontvang of betaal te word ten opsigte van enige tydperk van werkloosheid voor die verstryking van 'n tydperk van drie jaar vanaf die datum van onafhanklikwording van Venda, is, behoudens die bepalinge van paragraaf 5, geregtig om ingevolge daardie Hoofstuk bedoelde voordeel of toelae ten opsigte van sodanige tydperk van werkloosheid te ontvang of betaal te word asof hy nie aldus opgehou het om 'n bydraer te wees nie en asof Venda nie opgehou het om deel van die Republiek van Suid-Afrika te wees nie;

3. hoewel diens van enige persoon in Venda gedurende die tydperk van drie jaar genoem in paragraaf 2, nie diens van daardie persoon as 'n bydraer sal wees by die toepassing van genoemde Hoofstuk VI nie, word sodanige diens beskou as ander diens as dié van 'n bydraer by die toepassing van artikel 41 (1) (m) van genoemde Wet;

4. van enige werkgewer in Venda wat 'n persoon soos bedoel in paragraaf 2, in diens het, en van sodanige persoon, word, by die toepassing van hierdie

MINISTRY OF MANPOWER UTILISATION

MINISTRY OF LABOUR (MANPOWER UTILISATION)

EXCHANGE OF NOTES RELATING TO THE S.A. UNEMPLOYMENT INSURANCE FUND AND THE ADMINISTRATION OF INDUSTRIAL LEGISLATION IN VENDA

Dear Chief Minister,

In view of the imminent attainment of independence by Venda and with particular regard to the fact that Venda will after that event cease to be a part of the Republic of South Africa, I have the honour to submit the following recommendations for your consideration:

A. *Unemployment Insurance Act, 1966 (Act 30 of 1966):*

That, since persons employed or being in Venda who contributed to the Unemployment Insurance Fund established in the Republic of South Africa under the above-mentioned Act will in terms of the Act cease to be contributors to the fund from the date on which Venda becomes independent and, in particular, if no further action is taken, would from that date cease to be entitled to certain of the benefits from that fund provided for in Chapter VI of the Act, the following arrangement be entered into:

1. No benefit or allowance payable to any person under Chapter VI of the said Act immediately before the date on which Venda becomes independent or to which any person has become entitled under that Chapter before that date, shall after that date cease to be payable merely because such person will then no longer be a contributor as aforesaid or because Venda will then no longer form part of the Republic of South Africa;

2. any person who, by reason of the fact that he was a contributor as aforesaid at any time, would, if he had not under the circumstances aforesaid ceased to be such a contributor or if Venda had not ceased to be part of the Republic of South Africa, be entitled in terms of any provision of the said Chapter VI to receive or to be paid any benefit or allowance in respect of any period of unemployment before the expiration of a period of three years as from the date on which Venda becomes independent shall, subject to the provisions of paragraph 5, be entitled to receive or to be paid such benefit or allowance under that Chapter in respect of any such period of unemployment as if he had not so ceased to be a contributor and Venda had not ceased to be part of the Republic of South Africa;

3. While employment of any person in Venda during the period of three years mentioned in paragraph 2 will not be employment of that person as a contributor for the purposes of the said Chapter VI, such employment shall be regarded as employment otherwise than as a contributor for the purposes of section 41 (1) (m) of the said Act;

4. any employer in Venda who employs a person referred to in paragraph 2, and such person, shall be required to keep and maintain for the purpose of this

Ooreenkoms, vereis dat hy sodanige aantekeninge en sodanige verslagkaart hou en bewaar as wat by artikels 32 en 33 van genoemde Wet beoog word;

5. enige aansoek deur 'n persoon soos bedoel in paragraaf 2, om enige voordeel of toelae ingevolge genoemde Hoofstuk VI, moet, behoudens die bepalings van hierdie Ooreenkoms, gedoen word by en mee gehandel word deur 'n eisebeampte van die Departement van Arbeid (Mannekragbenutting) van die Republiek van Suid-Afrika, asof die persoon wat die aansoek doen, 'n bydraer was, maar geen sodanige aansoek word oorweeg nie tensy dit ontvang word deur so 'n eisebeampte of sy verteenwoordiger (wat 'n beampte of werknemer in die Staatsdiens van Venda kan wees) voor die verstryking van die tydperk van drie jaar genoem in paragraaf 2;

6. die metode van betaling van eise en die terugbetaling van eise aan die Regering van Venda duur voort soos op die oomblik; en

7. enige wetgewing wat nodig is om die voorafgaande te implementeer, moet betyds ingedien word.

B. Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941):

Dat, vir sover dit die toepassing van nywerheidswetgewing in Venda vanaf die datum van sy onafhanklikwording betref, my Departement aan u Regering sodanige tegniese hulp verleen as wat hy nodig het in verband met die toepassing van bogenoemde Wet, op die huidige finansiële grondslag, naamlik dat alle gelde wat ingevorder word ten opsigte van werk deur beamptes van my Departement uitgevoer, in die Venda-Inkomstefonds inbetaal word en dat u Regering alle uitgawes sal betaal in verband met dienste ingevolge genoemde Wet gelewer. Die aanstelling van beamptes, vir hierdie doel en die uitreiking aan hulle van sodanige magtigingsdokumente as wat nodig mag wees vir die vervulling van enige funksie ingevolge genoemde Wet, is aangeleenthede wat onderling tussen ons twee Regerings gereël moet word.

Ek sal dit waardeur indien u die voorgaande voorstelle oorweeg en bevestig dat hulle vir u Regering aanneemlik is en dat u bevestigende antwoord geag word 'n Ooreenkoms uit te maak tussen ons twee Regerings aangaande hierdie aangeleenthede, welke Ooreenkoms in werking tree op die datum waarop Venda onafhanklik word.

Aanvaar asseblief, Meneer die Hoofminister, die verskering van my besondere hoogagting.

S. P. BOTHA, Minister van Arbeid (Mannekragbenutting).

MINISTERIE VAN MYNWESE

OREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR SAMEWERKING OP DIE GEBIEDE VAN PROSPEKTERING EN MYNBOU

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hul mense bestaan; en

Nademaal Suidelike Afrika ryklik bedeele is met 'n groot verskeidenheid minerale; en

Agreement such records and such a record card as are contemplated in sections 32 and 33 of the said Act;

5. any application by a person referred to in paragraph 2 for any benefit or allowance under the said Chapter VI shall, subject to the provisions of this Agreement, be made to and dealt with by a claims officer of the Department of Labour (Manpower Utilisation) of the Republic of South Africa, as if the person making the application was a contributor but no such application shall be entertained unless it is received by such a claims officer or his agent (who may be an officer or employee in the public service of Venda) before the end of the period of three years mentioned in paragraph 2;

6. the method of payment of claims and the refund of claims to the Venda Government shall continue as at present; and

7. any legislation required to implement the foregoing shall be introduced timeously.

B. Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941):

That, in so far as the administration of industrial legislation in Venda from the date on which it becomes independent is concerned, my Department renders to your Government such technical assistance as it may require in regard to the administration of the above-mentioned Act, on the existing financial basis, namely that all moneys collected in respect of work performed by officials of my Department are paid into the Venda Revenue Fund and that your Government pays all expenses in connection with services rendered in terms of the said Act. The appointment of officials for this purpose and the issuing to them of such authorisation documents as may be required for the performance of any function under the said Act are matters to be mutually arranged between our two Governments.

I should be grateful if you could consider the above-mentioned proposals and confirm that they are acceptable to your Government and that your confirmatory reply be regarded as constituting an Agreement between our two Governments on these matters which shall come into force on the date Venda becomes independent.

Please accept, Mr Chief Minister, the assurance of my highest consideration.

S. P. BOTHA, Minister of Labour (Manpower Utilisation).

MINISTRY OF MINES

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA ON CO-OPERATION IN THE FIELDS OF PROSPECTING AND MINING

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas Southern Africa is richly endowed with a wide variety of minerals; and

Nademaal prospekter- en mynwerksaamhede binne die grense van die Republiek van Suid-Afrika en van Venda verrig word; en

Nademaal dit as noodsaaklik beskou word om die mineraalbedrywe van die Republiek van Suid-Afrika en van Venda op ordelike wyse tot die grootste voordeel van beide lande te reël en te stimuleer; en

Nademaal daar, voor die verkryging van onafhanklikheid deur Venda, sekere prospekter- en mynregte ingevolge die wette van die Republiek van Suid-Afrika toegeken is en gehou word ten opsigte van grond wat binne die grense van Venda geleë is; en

Nademaal dit dienstig geag word om reëlins te tref vir die voortbestaan van genoemde rege ná die datum van die verkryging van onafhanklikheid deur Venda;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda (hieronder die "Partye" genoem) soos volg ooreenkom:

ARTIKEL 1

Die Regering van Venda verbind hom hierby tot die oorname van al die regte en verpligtinge van die Regering van die Republiek van Suid-Afrika betreffende prospekter- en mynregte en opsies vir die verkryging van myntitel ten opsigte van grond in Venda geleë, toegeken of besit ingevolge enige wet van die Republiek van Suid-Afrika voor die datum van die verkryging van onafhanklikheid deur Venda, of ten opsigte van grond wat ná daardie datum aan Venda toegevoeg word.

ARTIKEL 2

Al die bepalings van, asook al die regte verbonde aan prospekter-, myn- en aanverwante regte wat op die datum van die verkryging van onafhanklikheid deur Venda bestaan of van krag is, bly ten volle van krag en die vervaldatums van sodanige regte bly onveranderd. Die Regering van Venda verbind hom voorts daartoe om, ten einde die houers van sodanige prospekter- en mynregte in staat te stel om hulle regte ten volle uit te oefen, alle redelike fasiliteite aan sodanige houers te verskaf, met inbegrip van maklike toegang tot, uitgang uit en vryheid van beweging in Venda vir sodanige houers, vir hul werknemers en vir alle ander persone wat dienste lewer aan sodanige houers wat in die Republiek van Suid-Afrika woonagtig is.

ARTIKEL 3

Alle gelde wat ingevolge enige prospekter- of mynreg in Venda aan die Regering van die Republiek van Suid-Afrika betaal is ten opsigte van enige tydperk ná die datum van die verkryging van onafhanklikheid deur Venda, word aan die Regering van Venda oorbetaal.

ARTIKEL 4

Met erkenning deur elkeen van die Partye van die ander se onbetwisbare reg om volgens eie diskresie die toekenning van prospekter- of mynregte te oorweeg en om daarvoor te besluit, en met inagneming van die noodsaaklikheid om prospekter- en mynaangeleenthede in die gemeenskaplike belang van die Partye op 'n ordelike wyse te reël en te bevorder, stem die Regering van Venda daartoe in en verbind hy hom daartoe om met die Regering van die Republiek van Suid-Afrika, deur bemiddeling van laasgenoemde se Departement van Mynwese, oorleg te pleeg in verband met prospektering en mynbou en die produksie, verwerking, bemarking en uitvoer van minerale en mineraalprodukte en die finansiering van sodanige aktiwiteite. Die Regering

Whereas prospecting and mining operations are being conducted within the boundaries of the Republic of South Africa and of Venda; and

Whereas it is considered essential to regulate and stimulate the mineral industries of the Republic of South Africa and Venda in an orderly fashion in the best interests of both countries; and

Whereas certain prospecting and mining rights have been granted and are held in terms of the laws of the Republic of South Africa in respect of land situate within Venda prior to the attainment of independence by Venda; and

Whereas it is deemed expedient to arrange for the continuance of the said rights after the date of attainment of independence by Venda;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda (hereinafter referred to as the "Parties"), agree as follows:

ARTICLE 1

The Government of Venda hereby undertakes and binds itself to take over all the rights and obligations of the Government of the Republic of South Africa relating to prospecting or mining rights and options to acquire mining title in respect of land situate in Venda granted or enjoyed in terms of any of the laws of the Republic of South Africa prior to the date of attainment of independence by Venda or in respect of land which may be added to Venda subsequent to that date.

ARTICLE 2

All the provisions of and all the rights attaching to prospecting and mining rights and rights ancillary thereto existing or in force at the date of the attainment of independence by Venda shall remain in full force and effect and the dates of expiry of such rights shall remain unaltered. The Government of Venda, furthermore, undertakes and binds itself to afford the holders of such prospecting and mining rights all reasonable facilities, including easy access to, exit from and freedom of movement in Venda of such holders, their employees and all other persons rendering services to such holders who reside in the Republic of South Africa, in order to enable such holders to fully exercise their rights.

ARTICLE 3

All monies which have been paid to the Government of the Republic of South Africa in terms of any prospecting or mining right in Venda in respect of any period after the date of attainment of independence by Venda, shall be paid over to the Government of Venda.

ARTICLE 4

While each of the Parties recognises the indisputable right of the other to consider and to decide at its own discretion the granting of prospecting or mining rights and having regard to the necessity to regulate and stimulate prospecting and mining matters in an orderly manner in the mutual interests of the Parties, the Government of Venda agrees and undertakes to consult with the Government of the Republic of South Africa through the latter's Department of Mines in regard to prospecting and mining and the production, processing, marketing and export of minerals and mineral products and the financing of such activities. The Govern-

van die Republiek van Suid-Afrika stem van sy kant daartoe in en verbind hom daartoe om geologiese en ander vakkundige, tegniese en administratiewe bystand, advies en leiding aan die Regering van Venda te gee in verband met al die genoemde aangeleenthede.

ARTIKEL 5

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda, en kan deur enige van die twee Partye opgesê word deur aan die ander Party twee jaar skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

F. W. DE KLERK.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT VEILIGHEID EN GESONDHEID IN DIE MYNBDRYF IN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hul mense bestaan; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda begerig is om prospektering en mynontwikkeling in hulle onderskeie lande te bevorder deur die aanwending van basies dieselfde veiligheids- en gesondheidsbeginsels by prospektering en in die mynbedryf; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda met inagneming van die oogmerke en beginsels van die Wet op Myne en Bedrywe, 1956 (Wet 27 van 1956), en die regulasies daarkragtens uitgevaardig (hieronder gesamentlik genoem "genoemde Wet"), begerig is dat daardie oogmerke en beginsels in Venda van krag bly, en aangesien die Regering van die Republiek van Suid-Afrika, deur bemiddeling van sy Departement van Mynwese, die hulpmiddels en kundigheid tot sy beskikking het om daardie oogmerke en beginsels in Venda toe te pas;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda (hieronder die "Partye" genoem) soos volg ooreenkom:

ARTIKEL 1

Behoudens sodanige uitsonderings en voorbehoude as waaroor die Partye ooreenkom, welke uitsonderings en voorbehoude nie die basiese en erkende beginsels vir veiligheid en gesondheid in die mynbedryf mag benadeel nie, bly die bepalinge van genoemde Wet ingevolge artikel 2 van die Wet op die Status van Venda, No. 109 van 1979, en die toepaslike bepalinge

ment of the Republic of South Africa on its part agrees and undertakes to provide geological and other professional, technical and administrative assistance, advice and guidance to the Government of Venda in regard to all the said matters.

ARTICLE 5

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving two years' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

F. W. DE KLERK.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO SAFETY AND HEALTH IN MINING IN VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda are desirous to further prospecting and mining development in their respective countries through the application of basically similar principles of safety and health in prospecting and mining; and

Whereas the Government of the Republic of South Africa and the Government of Venda having regard to the objects and principles of the Mines and Works Act, 1956 (Act 27 of 1956), and the regulations made thereunder (together hereinafter referred to as "the said Act") are desirous that these objects and principles remain in force in Venda and while the Government of the Republic of South Africa through its Department of Mines has at its disposal the resources and expertise to implement the said objects and principles in Venda;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda (hereinafter referred to as the "Parties"), agree as follows:

ARTICLE 1

Subject to such exceptions and reservations as may be agreed upon between the Parties, which exceptions and reservations shall not adversely affect the basic and recognised principles of safety and health in mining, the provisions of the said Act shall remain in full force and effect in Venda in terms of Article 2 of the Status of Venda Act, No. 109 of 1979, and the

van die Grondwet van die Republiek Venda, as regs-reël van Venda ten volle van krag in Venda vir die geldigheidsduur van hierdie Ooreenkoms.

ARTIKEL 2

Die Regering van die Republiek van Suid-Afrika stem daartoe in en verbind hom daartoe om deur bemiddeling van sy Departement van Mynwese sodanige dienste in Venda te verskaf en sodanige funksies aldaar te vervul as wat ingevolge hierdie Ooreenkoms deur die Regering van Venda verlang mag word.

ARTIKEL 3

Die Regering van Venda verbind hom daartoe om aan alle gemagtigde beamptes van die Suid-Afrikaanse Departement van Mynwese gereedlike toegang tot, uitgang uit en vryheid van beweging in Venda te verleen ten einde hulle in staat te stel om sodanige pligte en funksies te vervul as wat ingevolge hierdie Ooreenkoms van hulle verlang word, en ook om sodanige fasiliteite beskikbaar te stel, hulp te verleen of middele te verskaf as wat nodig mag wees om die Suid-Afrikaanse Departement van Mynwese en sy beamptes in staat te stel om die bepalinge van hierdie Ooreenkoms na te kom en die oogmerke daarvan te bereik.

ARTIKEL 4

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enige van die twee Partye opgesê word deur aan die ander Party twee jaar skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

F. W. DE KLERK,

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

MINISTERIE VAN NASIONALE OPVOEDING

OOREENKOMS TUSSEN DIE REGERING VAN
DIE REPUBLIEK VAN SUID-AFRIKA EN DIE
REGERING VAN VENDA MET BETREKKING
TOT BIBLIOTEEKFASILITEITE IN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkings wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Afdeling Biblioteekdienste, Departement van Nasionale Opvoeding (hieronder Biblioteekdienste genoem) teenswoordig bepaalde dienste aan bepaalde biblioteke in Venda lewer; en

Nademaal die Staatsbiblioteek, Pretoria (hieronder die Staatsbiblioteek genoem) gemagtig is om teenswoordig bepaalde dienste aan bepaalde biblioteke in Suider-Afrika te lewer, en in der waarheid besig is om dienste aan bepaalde biblioteke in Suider-Afrika te lewer; en

relevant provisions of the Constitution of the Republic of Venda, as a rule of law of Venda, for the duration of this Agreement.

ARTICLE 2

The Government of the Republic of South Africa agrees and undertakes to provide in Venda through its Department of Mines such services and perform such functions as may under this Agreement be required by the Venda Government.

ARTICLE 3

The Government of Venda undertakes to grant to all authorised officers of the South African Department of Mines ready access to, exit from and freedom of movement in Venda to enable them to perform such duties and functions as may be required of them under this Agreement, and, further, to provide such facilities, assistance or means as may be necessary to enable the South African Department of Mines and its officers to carry out the terms and to achieve the objects of this Agreement.

ARTICLE 4

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving two years' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

F. W. DE KLERK.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

MINISTRY OF NATIONAL EDUCATION

AGREEMENT BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF SOUTH AFRICA AND
THE GOVERNMENT OF VENDA CONCERNING
LIBRARY FACILITIES IN VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Division of Library Services, Department of National Education (hereinafter referred to as Library Services) is presently engaged in rendering certain services to certain libraries in Venda; and

Whereas the State Library, Pretoria (hereinafter referred to as the State Library) is empowered to render certain services to various libraries in Southern Africa and is in fact engaged in rendering services to various libraries in Southern Africa; and

Nademaal dit gerade is dat bogenoemde dienste voortgesit word na die datum waarop Venda onafhanklik word (hieronder die datum van onafhanklikwording genoem); en

Nademaal die Administrasie van die provinsie Transvaal (hieronder die Administrasie genoem) bereid is om bepaalde dienste te lewer in verband met die ontwikkeling van biblioteke en 'n biblioteekdiens in Venda; en

Nademaal die Regering van die Republiek van Suid-Afrika, met die oog op die voordele wat sal voortspuit uit noue samewerking, bereidwillig is om die Regering van Venda behulpsaam te wees in biblioteek-aangeleenthede; en

Nademaal dit wenslik is om die samewerking en die verlening van sodanige hulp te formaliseer;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Biblioteekdienste moet met ingang van die datum van onafhanklikwording gratis—

(a) advies oor biblioteekaangeleenthede in Venda gee;

(b) jaarliks inspeksies uitvoer vir en verslag doen aan die Regering van Venda oor die ontwikkeling van die biblioteekdiens in Venda; en

(c) hulp verleen met die indiensopleiding van biblioteekpersoneel in Venda.

ARTIKEL 2

Die Staatsbiblioteek moet met ingang van die datum van onafhanklikwording gratis—

(a) bibliografiese besonderhede van Venda-publikasies publiseer;

(b) alle Venda-publikasies wat deur die Staatsbiblioteek ontvang word, katalogiseer en die Venda-Nasionale Biblioteek voorsien van 'n stel van hierdie kataloguskaarte;

(c) alle amptelike Venda-publikasies wat deur die Staatsbiblioteek ontvang word, op mikrofilm plaas;

(d) as 'n sentrum vir sowel nasionale as internasionale interbiblioteeklenings vir Venda dien;

(e) die Gesamentlike Katalogus op Mikrofilm aan Venda beskikbaar stel;

(f) aan uitgewers in Venda hulp verleen met die International Standard Book Numbering System en die International Standard Serial Numbering System (ISBN en ISSN); en

(g) aan die Venda-Nasionale Biblioteek stof aanbied wat by die Nasionale Sentrum vir Surpluspublikasies ontvang word.

ARTIKEL 3

Die Administrasie moet op versoek van die Regering van Venda—

(a) professionele advies met betrekking tot die beplanning van voorgestelde geboue vir openbare biblioteke in Venda gratis verskaf aan enige behoorlik gemagtigde owerheid of beampte van die Regering van Venda; en

(b) namens die Regering van Venda en uit fondse vir dié doel deur die Regering van Venda verskaf, boeke laat aankoop, verwerk en aflewer vir biblioteke en die biblioteekdiens in Venda, na ontvangs van besonderhede van sy spesifieke behoeftes, met inbegrip van die getal eksemplare van elke titel wat nodig is.

Whereas it is expedient that the above-mentioned services are continued after the date on which Venda attains independence (hereinafter referred to as the date of independence); and

Whereas the Administration of the Province of Transvaal (hereinafter referred to as the Administration) is prepared to render certain services in connection with the development of libraries and a library service in Venda; and

Whereas the Government of the Republic of South Africa in view of the benefits to be derived from close co-operation is willing to render assistance in library matters to the Government of Venda; and

Whereas it is desirable to formalise co-operation and rendering of such assistance;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

Library Services shall, with effect from the date of independence, free of charge—

(a) advise on library matters in Venda;

(b) carry out annual inspections on behalf of, and report to the Government of Venda on the development of the library service in Venda;

(c) assist with the in-service training of library staff in Venda.

ARTICLE 2

The State Library shall, with effect from the date of independence, free of charge—

(a) publish bibliographical details of Venda publications;

(b) catalogue all Venda publications received by the State Library, and supply the Venda National Library with a set of these catalogue cards;

(c) microfilm all Venda official publications received by the State Library;

(d) serve as a centre for both national and international inter-library loans for Venda;

(e) make available the Joint Catalogue on Microfilm to Venda;

(f) assist publishers in Venda with the International Standard Book and Serial Numbering Systems (ISBN and ISSN); and

(g) make available to the Venda National Library, material received at the National Centre for surplus publications.

ARTICLE 3

The Administration at the request of the Government of Venda, shall—

(a) furnish free of charge to any duly authorised authority or official of the Government of Venda professional advice relating to the planning of proposed buildings for public libraries in Venda; and

(b) on behalf of the Government of Venda and from funds made available by the Government of Venda for this purpose, purchase, process and deliver books for libraries and the library service in Venda, on receipt of particulars of its specific needs, including the number of copies of each title required.

ARTIKEL 4

Die Regering van Venda verbind hom om—

(a) gratis aan die Staatsbiblioteek 'n eksemplaar te stuur van elke item wat in Venda gepubliseer word;

(b) te verseker dat biblioteke in Venda gereeld inligting aan die Sentrale Katalogus van Suider-Afrika verskaf ooreenkomstig Staatsbiblioteekprosedures. (Teenswoordig behels dit die stuur van 'n kataloguskaart of 'n ISBN-nommer vir elke nie-fiksiemonografie.); en

(c) te verseker dat biblioteke in Venda gereeld inligting met betrekking tot hulle tydskrifbesit aan Tydskrifte in Suider-Afrikaanse Biblioteke (TISAB) verstrek.

ARTIKEL 5

Die regering van Venda verbind hom om te verseker dat alle persone wat ingevolge hierdie Ooreenkoms 'n plig in Venda moet uitvoer, en hulle afhanklikes, behoudens die bepalinge van Artikel 6 toegelaat word om Venda ongestoord binne te gaan en te verlaat.

ARTIKEL 6

Niks in hierdie Ooreenkoms word uitgelê as sou dit op enige wyse die soewereine reg van die Regering van Venda raak om, om enige rede wat hy voldoende ag, aan enige persoon wat nie 'n burger van Venda is nie, toegang tot Venda te weier of om van enige sodanige persoon te vereis om Venda te verlaat nie. Die Regering van Venda behou die reg om te eniger tyd toegang tot Venda te weier aan enige persoon in diens van die Regering van Suid-Afrika onder die beheer van die Hoof, Afdeling Biblioteekdienste, Departement van Nasionale Opvoeding, of die Direkteur van die Biblioteek- en Museumdiens, Transvaalse Provinsiale Administrasie, of om die verwydering uit Venda te eis van enige persoon in sodanige diens wat enige pligte daarin uitvoer.

ARTIKEL 7

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enigeen van die Partye opgesê word deur ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal aan die ander Party te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor albei Partye ooreenkom, word aangebring deur middel van die wisseling van Diplomatieke Notas tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

T. N. H. JANSON, Minister van Nasionale Opvoeding.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

ARTICLE 4

The Government of Venda undertakes to—

(a) deliver, free of charge to the State Library, one copy of every item published in Venda;

(b) ensure that libraries in Venda contribute information regularly to the Southern African Union Catalogue according to State Library procedures. (At present this involves sending a catalogue card or ISBN number for every non-fiction monograph.); and

(c) ensure that libraries in Venda contribute information regularly concerning their periodical holdings to Periodicals in Southern African Libraries (PISAL).

ARTICLE 5

The Government of Venda undertakes to ensure that all persons required to perform any duty in Venda in terms of this Agreement, and their dependants shall, subject to the provisions of Article 6, be allowed to enter and leave Venda without let or hindrance.

ARTICLE 6

Nothing in this Agreement shall be construed as affecting in any way the sovereign right of the Government of Venda for any reason it deems sufficient to refuse entry into Venda to any person who is not a citizen of Venda or to require any such person to leave Venda. The Government of Venda retains the right at any time to refuse entry into Venda to any person in the service of the Government of South Africa under the control of the Chief, Division of Library Services, Department of National Education, or the Director of the Library and Museum Service, Transvaal Provincial Administration, or to demand the removal from Venda of any person in such service who is performing any duties therein.

ARTICLE 7

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August, 1979.

T. N. H. JANSON, Minister of National Education.
For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

NOTAWISSELING MET BETREKKING TOT BIBLIOTEEKFASILITEITE

Meneer die Hoofminister,

Ek het die eer om te verwys na onlangse korrespondensie tussen u en die Departement van Nasionale Opvoeding met betrekking tot die voortsetting van biblioteekdienste na onafhanklikwording gelewer deur die Transvaalse Provinsiale Administrasie.

Aangesien u bevestig het dat die Regering van Venda instem tot ondergenoemde bepalings, ag ek u antwoord 'n Ooreenkoms uit te maak tussen ons twee Regerings ten opsigte van hierdie aangeleenthede en die volgende word geag in werking te tree op die datum van onafhanklikwording van Venda:

A. Die Regering van die Republiek van Suid-Afrika verbind hom om voort te gaan om die biblioteekdiens te lewer wat tans deur die Transvaalse Provinsiale Administrasie (hieronder "die Administrasie" genoem) gelewer word by die biblioteke Sibasa (Makwarela), Hoërskool Lwenzhe, Hoërskool Sinthumele en Hoërskool Tshivhase vir 'n periode van hoogstens drie jaar vanaf die datum van onafhanklikwording van Venda.

B. Die Regering van Venda verbind hom om—

(1) die Administrasie te vergoed vir alle reis- en verblyftoeleae betaal aan beamptes van die Administrasie wat Venda besoek in verband met die lewering van 'n biblioteekdiens;

(2) gebruikstoelaes aan die Administrasie te betaal vir die voertuie wat deur die Administrasie gebruik word vir die lewering van die diens; en

(3) die Administrasie te voorsien van fondse om vir die Regering van Venda die nodige boeke en biblioteekmateriaal vir die biblioteke in Klousule A genoem, aan te koop.

C. Hierdie Ooreenkoms kan deur enigeen van die Partye opgesê word deur ses maande skriftelike kennis aan die ander Party langs die diplomatieke kanaal te gee.

Ek het die eer om te bevestig dat die Regering van Venda akkoord gaan met bostaande bepalings en ag dat u brief en hierdie antwoord 'n Ooreenkoms tussen ons twee Regerings oor hierdie aangeleenthede uitmaak, welke Ooreenkoms geag word vanaf die datum van onafhanklikwording van Venda van krag te wees.

Aanvaar asseblief, Meneer die Hoofminister, die versekering van my besondere hoogagting.

T. N. H. JANSON, Minister van Nasionale Opvoeding van die Republiek van Suid-Afrika.

OOREENKOMS TUSSEN DIE REGERING VAN
DIE REPUBLIEK VAN SUID-AFRIKA EN DIE
REGERING VAN VENDA MET BETREKKING
TOT DIE BEVORDERING VAN NAVORSING
EN DIE UITBREIDING VAN KENNIS OP DIE
GEBIED VAN DIE GEESTESWETENSKAPPE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan erken; en

Nademaal hulle begerig is om navorsing te bevorder en kennis uit te brei op die gebied van die geesteswetenskappe in albei lande; en

EXCHANGE OF NOTES CONCERNING LIBRARY FACILITIES

Mr Chief Minister,

I have the honour to refer to recent correspondence between you and the Department of National Education concerning the continuation of library services rendered by the Transvaal Provincial Administration after independence.

As you have confirmed that the Government of Venda agreed to the undermentioned provisions, I regard your reply as constituting an Agreement between our two Governments on these matters and the following shall be considered to be operational as from the date of independence of Venda:

A. The Government of the Republic of South Africa undertakes to continue to render the library service which is presently rendered by the Transvaal Provincial Administration (hereinafter referred to as "the Administration") at Libraries Sibasa (Makwarela), Lwenzhe High School, Sinthumele High School and Tshivhase High School for a period not exceeding three years from the date of independence of Venda.

B. The Government of Venda undertakes to—

(1) reimburse the Administration for all travelling and subsistence allowances paid to officials of the Administration who visit Venda in connection with the rendering of a library service;

(2) pay the Administration running allowances for the vehicles used by the Administration for the rendering of the service; and

(3) provide the Administration with funds to purchase on behalf of the Government of Venda the necessary books and library material for the libraries referred to in Clause A.

C. This Agreement may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

I have the honour to confirm that the Government of Venda agree to the above-mentioned provisions and regard your letter and this reply as constituting an Agreement between our two Governments on these matters which shall be considered to be operational as from the date of independence of Venda.

Please accept, Mr Chief Minister, the assurance of my highest consideration.

T. N. H. JANSON, Minister of National Education of the Republic of South Africa.

AGREEMENT BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF SOUTH AFRICA AND
THE GOVERNMENT OF VENDA CONCERNING
THE PROMOTION OF RESEARCH AND THE
EXTENSION OF KNOWLEDGE IN THE FIELD
OF HUMAN SCIENCES

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas they desire the promotion of research and the extension of knowledge in the field of human sciences in both countries; and

Nademaal die Wet op Geesteswetenskaplike Navorsing, 1968 (Wet 23 van 1968), voorsiening maak vir die bevordering van navorsing en die uitbreiding van kennis op die gebied van die geesteswetenskappe en vir dié doel die Raad vir Geesteswetenskaplike Navorsing ingestel het; en

Nademaal genoemde Regerings erken dat navorsing en kennis bevorder kan word deur noue samewerking tussen die Regering van Venda en die Raad vir Geesteswetenskaplike Navorsing;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

(a) Die Regering van die Republiek van Suid-Afrika boekstaaf dat sy Minister van Nasionale Opvoeding toestemming verleen het aan die Raad vir Geesteswetenskaplike Navorsing om 'n Mandaattooreenkoms in die vorm van Aanhangsel A met die Regering van Venda aan te gaan.

(b) Genoemde Mandaattooreenkoms maak deel uit van hierdie Ooreenkoms en moet daarmee saamgelees word: Met dien verstande dat, in die geval van 'n teenstrydigheid tussen die bepalings van hierdie Ooreenkoms en die bepalings van die Mandaattooreenkoms, eersgenoemde bepalings geld.

ARTIKEL 2

BYSTAND AAN DIE RAAD VIR GEESTESWETENSKAPLIKE NAVORSING

(a) Die Regering van die Republiek van Suid-Afrika verbind hom om te verseker dat die Raad vir Geesteswetenskaplike Navorsing die bepalings van die Mandaattooreenkoms nakom, en hy sal die bystand verleen wat nodig is om die Raad vir Geesteswetenskaplike Navorsing in staat te stel om dit te doen.

(b) Die Regering van Venda verbind hom om te verseker dat die Raad vir Geesteswetenskaplike Navorsing dieselfde regte en voorregte met betrekking tot materiale en dienste deur hulle verskaf aan die Regering van Venda het as waarop die Raad ingevolge die Wet op Geesteswetenskaplike Navorsing, 1968, geregtig is.

ARTIKEL 3

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enigeen van die Partye opgesê word deur ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal aan die ander Party te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor albei Partye ooreenkom, word aangebring deur middel van die wisseling van Diplomatieke Notas tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

T. N. H. JANSON, Minister van Nasionale Opvoeding.
Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.
Namens die Regering van Venda.

Whereas the Human Sciences Research Act, 1968 (Act 23 of 1968), makes provision for the promotion of research and the extension of knowledge in the field of the human sciences and for that purpose established the Human Sciences Research Council; and

Whereas the said Governments recognise that research and knowledge can be promoted by close co-operation between the Government of Venda and the Human Sciences Research Council;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

(a) The Government of the Republic of South Africa records that its Minister of National Education has granted permission to the Human Sciences Research Council to enter into a Mandate Agreement with the Government of Venda in the form of Annexure A.

(b) The said Mandate Agreement shall form part of and be read with this Agreement: Provided that in the event of a conflict between the provisions of this Agreement and the provisions of the Mandate Agreement the former provisions shall prevail.

ARTICLE 2

ASSISTANCE TO THE HUMAN SCIENCES RESEARCH COUNCIL

(a) The Government of the Republic of South Africa undertakes to ensure that the Human Sciences Research Council will carry out the terms of the Mandate Agreement and it will provide such assistance as may be necessary to enable the Human Sciences Research Council to do so.

(b) The Government of Venda undertakes to ensure that the Human Sciences Research Council will have the same rights and privileges concerning materials and services provided by them to the Government of Venda as the Council is entitled to in terms of the Human Sciences Research Act, 1968.

ARTICLE 3

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

T. N. H. JANSON, Minister of National Education.
For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.
For the Government of Venda.

AANHANGSEL A MANDAATOOREENKOMS

aangegaan deur en tussen

DIE RAAD VIR GEESTESWETENSKAPLIKE NAVORSING ingestel by die Wet op Geesteswetenskaplike Navorsing, 1968 (Wet 23 van 1968), oos gewysig, en hierin verteenwoordig deur—

JACOBUS DANIEL VENTER in sy hoedanigheid van WAARNEMENDE PRESIDENT VAN DIE RAAD VIR GEESTESWETENSKAPLIKE NAVORSING (hieronder "die Raad" genoem) en—

DIE REGERING VAN VENDA hierin verteenwoordig deur—

PATRICK RAMAANO MPHEPHU in sy hoedanigheid van HOOFMINISTER VAN VENDA (hieronder "die REGERING VAN VENDA" genoem)

Nademaal genoemde Wet op Geesteswetenskaplike Navorsing, 1968, onder andere, die Raad bevoegdheid verleen om—

met persone en owerhede in ander lande, wat navorsing doen of bevorder, saam te werk en om as skakel tussen die Republiek en ander lande in verband met navorsing te dien,

So is dit dat soos volg ooreengekom word:

ARTIKEL 1

Die Raad vir Geesteswetenskaplike Navorsing verbind hom hierby om in en vir Venda, op versoek van of na oorlegpleging met die Regering van Venda, en in dié mate wat die Minister van Nasionale Opvoeding van die Regering van die Republiek van Suid-Afrika van tyd tot tyd kan bepaal, enige navorsing betreffende geesteswetenskappe te doen of enige werk verbonde aan enige sodanige navorsing te verrig.

ARTIKEL 2

Die Regering van Venda laat persone wat besig is met werk kragtens hierdie Ooreenkoms toe om Venda binne te gaan op voorwaarde dat—

redelike kennis van die voorneme om Venda binne te gaan, gegee word.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

J. D. VENTER.

Namens die Raad vir Geesteswetenskaplike Navorsing.

P. R. MPHEPHU.

Namens die Regering van Venda.

NOTAWISSELING MET BETREKKING TOT DIE INSTELLING EN INSTANDHOUDING VAN 'N ARGIEFDIENS

Meneer die Hoofminister,

Ek het die eer om na die instelling en instandhouding van 'n argiefdiens te verwys, en doen aan die hand dat die volgende Ooreenkoms tussen die Regering van die Republiek van Suid-Afrika en die Regering van Venda aangegaan word:

A. Die Regering van die Republiek van Suid-Afrika verbind hom om, handelende deur bemiddeling van die Staatsargiefdiens in Pretoria, wanneer daartoe versoek deur die Regering van Venda—

(1) hulp te verleen met die opleiding van argiefpersoneel van die Regering van Venda ten opsigte van die ordening en beskrywing van argiewe en rekordbeheer;

ANNEXURE A MANDATE AGREEMENT

entered into by and between

THE HUMAN SCIENCES RESEARCH COUNCIL established by the Human Sciences Research Act, 1968 (Act 23 of 1968), as amended, and herein represented by—

JACOBUS DANIEL VENTER in his capacity as ACTING PRESIDENT OF THE HUMAN SCIENCES RESEARCH COUNCIL (hereinafter referred to as "the Council") and—

THE GOVERNMENT OF VENDA herein represented by—

PATRICK RAMAANO MPHEPHU in his capacity as CHIEF MINISTER OF VENDA (hereinafter referred to as "the GOVERNMENT OF VENDA")

Whereas the said Human Sciences Research Act, 1968, inter alia, empowers the Council to—

co-operate with persons and authorities in other countries conducting or promoting research, and to act as liaison between the Republic and other countries in connection with research,

Now therefore it is agreed as follows:

ARTICLE 1

The Human Sciences Research Council hereby undertakes to render or perform in and for Venda, at the request of or after consultation with the Government of Venda, and to such extent as the Minister of National Education of the Government of the Republic of South Africa may from time to time determine, any research related to the human sciences, or any work connected with any such research.

ARTICLE 2

The Government of Venda shall allow the entry into Venda of persons engaged in work in terms of this Agreement provided that—

reasonable notice of the intention of entry shall be given.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

J. D. VENTER.

For the Human Sciences Research Council.

P. R. MPHEPHU.

For the Government of Venda.

EXCHANGE OF NOTES RELATING TO THE INSTITUTION AND MAINTENANCE OF AN ARCHIVES SERVICE

Mr Chief Minister,

I have the honour to refer to the institution and maintenance of an Archives Service, and to suggest that the following Agreement be concluded between the Government of the Republic of South Africa and the Government of Venda:

A. The Government of the Republic of South Africa, acting through the Government Archives Service at Pretoria, undertakes, when requested thereto by the Government of Venda, to—

(1) render assistance in the training of archives staff of the Government of Venda in respect of the classification and description of archives and of record management;

(2) advies te gee ten opsigte van die instandhouding van argiefbewaarpleske en tussenbewaarpleske;

(3) advies te gee oor die huisvesting van argiewe, met inbegrip van raad oor die bou van argiefgeboue; en

(4) kantoorakkommodasie op 'n gratis basis te verskaf indien 'n beamppte van die Venda-argiefdiens na die Staatsargiefdiens in Pretoria gaan vir opleiding.

B. Die Regering van Venda verbind hom om—

(1) kantoorakkommodasie op 'n gratis basis beskikbaar te stel indien 'n beamppte van die Staatsargiefdiens in Pretoria Venda moet besoek;

(2) die Staatsargiefdiens op 'n nie-winsgewende basis te vergoed vir koste aangegaan ten opsigte van reis- en verblyftoelaes deur 'n beamppte van die Staatsargiefdiens in Pretoria wat Venda moet besoek om opleiding en advies *in loco* te verskaf; en

(3) al die koste te betaal van 'n beamppte van die Venda-argiefdiens wat die Staatsargiefdiens in Pretoria moet besoek om opleiding te ontvang.

C. Hierdie Ooreenkoms kan deur enigeen van die twee Partye opgesê word deur ses maande kennis van beëindiging aan die ander Party te gee.

By ontvangs van u antwoord wat daarop dui dat die voorgaande aanneemlik is vir die Regering van Venda, sal die Regering van die Republiek van Suid-Afrika aanvaar dat hierdie Nota en u antwoord daarop 'n Ooreenkoms vorm tussen ons twee Regerings aangaande hierdie aangeleentheid. Hierdie Ooreenkoms sal op 13 September 1979 in werking tree.

Aanvaar, Meneer die Hoofminister, die versekering van my besondere hoogagting.

T. N. H. JANSON, Minister van Nasionale Opvoeding van die Republiek van Suid-Afrika.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA INSAKE DIE BEVORDERING VAN NAVORSING EN DIE UITBREIDING VAN KENNIS OP DIE GEBIED VAN DIE GEESTESWETENSKAPPE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike verhoudings tussen die twee Regerings en hul volke erken; en

Nademaal hulle die bevordering van navorsing en die uitbreiding van kennis op die gebied van die geesteswetenskappe in albei lande verlang; en

Nademaal die Wet op Geesteswetenskaplike Navorsing, 1968 (Wet 23 van 1968), voorsiening maak vir die bevordering van navorsing en die uitbreiding van kennis op die gebied van die geesteswetenskappe en vir dié doel die Raad vir Geesteswetenskaplike Navorsing in die lewe geroep het; en

(2) furnish advice in respect of the maintenance of archives depots and intermediate depots;

(3) furnish advice concerning the housing of archives, including advice in respect of the erection of archives buildings; and

(4) furnish office accommodation on a gratis basis should an official of the Archives Service of Venda go to the Government Archives Service at Pretoria for training.

B. The Government of Venda undertakes to—

(1) make office accommodation available on a gratis basis should an official of the Government Archives Service at Pretoria have to visit Venda;

(2) compensate the Government Archives Service on a non-profit basis for expenses incurred in respect of travelling and subsistence allowances by an official of the Government Archives Service at Pretoria who has to visit Venda to furnish training or advice *in loco*; and

(3) pay all costs of an official of the Archives Service of Venda who has to visit the Government Archives Service at Pretoria for training.

C. This Agreement can be terminated by either of the two Parties, with six months' prior notice to the other Party.

Upon receipt of your reply indicating that the foregoing is acceptable to the Government of Venda, the Government of the Republic of South Africa will consider that this Note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on 13 September 1979.

Please accept, Mr Chief Minister, the assurance of my highest consideration.

T. N. H. JANSON, Minister of National Education of the Republic of South Africa.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING THE PROMOTION OF RESEARCH AND THE EXTENSION OF KNOWLEDGE IN THE FIELD OF HUMAN SCIENCES

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas they desire the promotion of research and the extension of knowledge in the field of human sciences in both countries; and

Whereas the Human Sciences Research Act, 1968 (Act 23 of 1968), makes provision for the promotion of research and the extension of knowledge in the field of the human sciences and for that purpose established the Human Sciences Research Council; and

Nademaal die voormelde Regerings erken dat navorsing en kennis deur noue samewerking tussen die Regering van Venda en die Raad vir Geesteswetenskaplike Navorsing bevorder kan word;

Nou derhalwe kom die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreen:

ARTIKEL 1

(a) Die Regering van die Republiek van Suid-Afrika vermeld dat sy Minister van Nasionale Opvoeding aan die Raad vir Geesteswetenskaplike Navorsing toestemming verleen het om 'n Mandaattooreenkoms met die Regering van Venda aan te gaan, in die vorm van Bylae A.

(b) Die voormelde Mandaattooreenkoms vorm deel van en word saamgelees met hierdie Ooreenkoms met dien verstande dat in die geval van strydigheid tussen die bepalings van hierdie Ooreenkoms en die bepalings van die Mandaattooreenkoms, eersgenoemde bepalings sal geld.

ARTIKEL 2

HULPVERLENING AAN DIE RAAD VIR GEESTESWETENSKAPLIKE NAVORSING

(a) Die Regering van die Republiek van Suid-Afrika onderneem om te verseker dat die Raad vir Geesteswetenskaplike Navorsing die bepalings van die Mandaattooreenkoms sal uitvoer en sal hulp wat nodig mag wees verleen om die Raad vir Geesteswetenskaplike Navorsing daartoe in staat te stel.

(b) Die Regering van Venda onderneem om te verseker dat die Raad vir Geesteswetenskaplike Navorsing dieselfde regte en voorregte sal geniet ten opsigte van materiaal en dienste deur hulle aan die Regering van Venda verskaf soos dié waarop die Raad ingevolge die Wet op Geesteswetenskaplike Navorsing, 1968, geregtig is.

ARTIKEL 3

(a) Die Ooreenkoms word van krag op die onafhanklikheidsdatum van Venda en kan deur enige Party by wyse van skriftelike kennisgewing van ses maande aan die ander Party langs diplomatieke weë beëindig word.

(b) Enige wysiging van hierdie Ooreenkoms volgens onderlinge ooreenstemming deur albei Partye sal deur die wisseling van Diplomatieke Notas bewerkstellig word.

Ten getuie waarvan die ondergetekende, deur hulle onderskeie Regerings daartoe gemagtig, die huidige Ooreenkoms geteken en verseël het.

Aldus gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

T. N. H. JANSON.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

Whereas the said Governments recognise that research and knowledge can be promoted by close co-operation between the Government of Venda and the Human Sciences Research Council;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

(a) The Government of the Republic of South Africa records that its Minister of National Education has granted permission to the Human Sciences Research Council to enter into a Mandate Agreement with the Government of Venda in the form of Annexure A.

(b) The said Mandate Agreement shall form part of and be read with this Agreement. Provided that in the event of a conflict between the provisions of this Agreement and the provisions of the Mandate Agreement the former provisions shall prevail.

ARTICLE 2

ASSISTANCE TO THE HUMAN SCIENCES RESEARCH COUNCIL

(a) The Government of the Republic of South Africa undertakes to ensure that the Human Sciences Research Council will carry out the terms of the Mandate Agreement and it will provide such assistance as may be necessary to enable the Human Sciences Research Council to do so.

(b) The Government of Venda undertakes to ensure that the Human Sciences Research Council will have the same rights and privileges concerning materials and services provided by them to the Government of Venda as the Council is entitled to in terms of the Human Sciences Research Act, 1968.

ARTICLE 3

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

T. N. H. JANSON.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

BYLAE A

MANDAATOOREENKOMS

aangegaan deur en tussen

DIE RAAD VIR GEESTESWETENSKAPLIKE NAVORSING in die lewe geroep ingevolge die Wet op Geesteswetenskaplike Navorsing, 1968 (Wet 23 van 1968, soos gewysig), en hierin verteenwoordig deur—

JACOBUS DANIEL VENTER

in sy hoedanigheid as

WAARNEMENDE PRESIDENT VAN DIE RAAD VIR GEESTESWETENSKAPLIKE NAVORSING

(hierna "die Raad" genoem)

en

DIE REGERING VAN VENDA

hierin verteenwoordig deur

PATRICK RAMAANO MPHEPHU

in sy hoedanigheid as

HOOFMINISTER VAN VENDA

(hierna "die REGERING VAN VENDA" genoem)

Nademaal die voormelde Wet op Geesteswetenskaplike Navorsing, 1968, die Raad onder meer magtig om—

met persone en owerhede in ander lande wat navorsing onderneem of bevorder saam te werk en om as skakel te dien tussen die REPUBLIEK en ander lande ten opsigte van navorsing,

Nou word daar derhalwe soos volg ooreengekom:

ARTIKEL 1

Die Raad vir Geesteswetenskaplike Navorsing onderneem hiermee om, op versoek van of na raadpleging met, die Regering van Venda, en in die mate waartoe die Minister van Nasionale Opvoeding van die Regering van die Republiek van Suid-Afrika van tyd tot tyd mag bepaal, enige navorsing wat op die geesteswetenskappe betrekking het of enige werk wat met enige sodanige navorsing verband hou in of namens Venda te lewer of te onderneem.

ARTIKEL 2

Die Regering van Venda sal persone wat betrokke is by werk ingevolge hierdie Ooreenkoms toegang tot Venda verleen, met dien verstande dat—

redelike kennis van voorneme van binnekoms gegee word.

Aldus gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

T. N. H. JANSON.

Namens die Raad vir Geesteswetenskaplike Navorsing.

P. R. MPHEPHU.

Namens die Regering van Venda.

ANNEXURE A

MANDATE AGREEMENT

entered into by and between

THE HUMAN SCIENCES RESEARCH COUNCIL established by the Human Sciences Research Act, 1968 (Act 23 of 1968, as amended), and herein represented by—

JACOBUS DANIEL VENTER

in his capacity as

ACTING PRESIDENT OF THE HUMAN SCIENCES RESEARCH COUNCIL

(hereinafter referred to as "the Council")

and

THE GOVERNMENT OF VENDA

herein represented by

PATRICK RAMAANO MPHEPHU

in his capacity as

CHIEF MINISTER OF VENDA

(hereinafter referred to as "the GOVERNMENT OF VENDA")

Whereas the said Human Sciences Research Act, 1968, *inter alia*, empowers the Council to—

co-operate with persons and authorities in other countries conducting or promoting research, and to act as liaison between the REPUBLIC and other countries in connection with research,

Now therefor it is agreed as follows:

ARTICLE 1

The Human Sciences Research Council hereby undertakes to render or perform in and for Venda, at the request of or after consultation with the Government of Venda, and to such extent as the Minister of National Education of the Government of the Republic of South Africa may from time to time determine, any research related to the human sciences, or any work connected with any such research.

ARTICLE 2

The Government of Venda shall allow the entry into Venda of persons engaged in work in terms of this Agreement provided that—

reasonable notice of the intention of entry shall be given.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

T. N. H. JANSON.

For the Human Sciences Research Council.

P. R. MPHEPHU.

For the Government of Venda.

MINISTERIE VAN NYWERHEIDSWESE**OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN VENDA RAKENDE DIE ONTWIKKELING EN VOORSIENING VAN ELEKTRISITEIT****INLEIDING**

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda begerig is om die ekonomiese ontwikkeling van hulle onderskeie lande en hulle mense aan te moedig en ter bereiking van hierdie doel saam te werk in die gebruik van een stelsel vir die ontwikkeling en voorsiening van elektrisiteit; en

Nademaal die bevoegdhede wat deur die Elektrisiteitswet, 1958 (Wet 40 van 1958), soos gewysig, aan die Elektrisiteitsvoorsieningskommissie verleen word en die bronne en vermoëns van genoemde Elektrisiteitsvoorsieningskommissie tot voordeel van die Republiek van Suid-Afrika en Venda aangewend kan word; en

Nademaal die Regering van Venda begerig is om aan genoemde Elektrisiteitsvoorsieningskommissie 'n mandaat te verleen om elektrisiteit aan verbruikers binne grondgebied beskikbaar te stel ingevolge 'n ooreenkoms wat tussen hulle aangegaan sal word;

Nou derhalwe kom die Regering van die Republiek van Suid-Afrika en die Regering van Venda as volg ooreen:

ARTIKEL 1**MANDAATOOREENKOMS**

(a) Die Regering van die Republiek van Suid-Afrika boekstaaf dat sy Minister van Nywerheidswese toestemming verleen het aan die Elektrisiteitsvoorsieningskommissie, ingestel kragtens die Elektrisiteitswet, 1922 (Wet 42 van 1922), welke Wet vervang is deur die Elektrisiteitswet, 1958 (Wet 40 van 1958), soos gewysig, (hierna "EVKOM" genoem) om 'n Mandaatooreenkoms met die Regering van Venda aan te gaan in die vorm van Aanhangsel A.

(b) Genoemde Mandaatooreenkoms word saamgelees met hierdie Ooreenkoms: Met dien verstande dat indien daar 'n teenstrydigheid is tussen die uitleg van hierdie Ooreenkoms en die Mandaatooreenkoms, die bepalings van hierdie Ooreenkoms voorkeur sal geniet.

ARTIKEL 2**DIE ELEKTRISITEITSWET IS VAN TOEPASSING**

(a) Die kontrakpartye kom ooreen dat die Elektrisiteitswet, 1958 (Wet 40 van 1958), soos gewysig, waarvan 'n afskrif hierby as Aanhangsel B aangeheg word (hierna die "Elektrisiteitswet" genoem) en die Regulasies daarkragtens uitgevaardig van krag sal bly in Venda ooreenkomstig die bepalings van hierdie Ooreenkoms, en die Regering van Venda onderneem om sodanige wetgewende, administratiewe of ander stappe te doen as wat op die datum waarop hierdie Ooreenkoms van krag word en van tyd tot tyd nodig mag wees om sodanige toepassing regsgeldig te maak.

(b) Ingeval die Elektrisiteitswet deur die Parlement van die Republiek van Suid-Afrika gewysig of herverorden word, moet die kontrakpartye, indien omstandighede dit vereis, tesame met EVKOM beraadslaag en ooreenkom of die wysiging of herverordening in Aanhangsel B opgeneem moet word.

MINISTRY OF INDUSTRIES**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING THE GENERATION AND SUPPLY OF ELECTRICITY****PREAMBLE**

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the desirability to further the economic development of their respective countries and their peoples and to this end to co-operate in the use of one system for the generation and supply of electricity; and

Whereas the powers given to the Electricity Supply Commission by the Electricity Act, 1958 (Act 40 of 1958), as amended, as well as the resources and abilities of the said Electricity Supply Commission can be applied to the mutual benefit of the Republic of South Africa and Venda; and

Whereas the Government of Venda desires to give the said Electricity Supply Commission a mandate to make electricity available to consumers within its territory in terms of an agreement to be entered into between them;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1**MANDATE AGREEMENT**

(a) The Government of the Republic of South Africa records that its Minister of Industries has granted permission to the Electricity Supply Commission, established in terms of the Electricity Act, 1922 (Act 42 of 1922), which said Act was substituted by the Electricity Act, 1958 (Act 40 of 1958), as amended (hereinafter referred to as "ESCOM") to enter into a mandate agreement with the Government of Venda in the form of Annexure A.

(b) The said mandate agreement shall be read with this Agreement: Provided that in case of any conflict in the interpretation of this Agreement and the Mandate Agreement, the provisions of this Agreement shall prevail.

ARTICLE 2**THE ELECTRICITY ACT TO BE APPLICABLE**

(a) The contracting parties agree that the Electricity Act, 1958 (Act 40 of 1958), as amended, of the Republic of South Africa, a copy of which is annexed hereto as Annexure B (hereinafter referred to as the "Electricity Act") and the Regulations framed and in force thereunder, shall be deemed to be applicable in the territory of Venda in accordance with the provisions of this Agreement and the Government of Venda undertakes that it will take such legislative, administrative or other steps as may be necessary at the date of entering into force of this Agreement and from time to time to cause such applicability to be effective in law.

(b) In the event that the Electricity Act is amended or re-enacted by the Parliament of the Republic of South Africa, the parties shall, if circumstances demand, consult and agree together with ESCOM whether the amendment or re-enactment shall be incorporated in Annexure B.

(c) Die Regering van die Republiek van Suid-Afrika onderneem om nie die toestemming aan EVKOM verleen in klousule (a) van Artikel 1 vermeld, terug te trek nie, en nie die bevoegdhede van EVKOM op so 'n wyse te beperk dat dit beswarend op die verbruikers van EVKOM in die grondgebied van Venda inwerk nie, en ook nie by wyse van wetgewing EVKOM te likwideer of andersins te ontbind nie sonder om voorsiening te maak vir 'n ander instansie met soortgelyke bevoegdhede en verpligtinge om sy plek te neem.

(d) Die Regering van Venda boekstaaf dat hy die Elektrisiteitsbeheerraad, in die Elektrisiteitswet vermeld, erken en begerig is dat hy beheer moet uitoefen oor die voorsiening van elektrisiteit binne die grondgebied van Venda op dieselfde wyse en ooreenkomstig dieselfde beginsels as waarop dit binne die Republiek van Suid-Afrika uitgeoefen word, vir solank as wat hierdie Ooreenkoms van krag bly.

ARTIKEL 3

BYSTAND AAN EVKOM EN DIE ELEKTRISITEITSBEHEERRAAD

(a) Die Regering van die Republiek van Suid-Afrika onderneem om te verseker dat EVKOM die bepalings van die Mandaatooreenkoms uitvoer en sal sodanige bystand verleen as wat nodig mag wees om EVKOM in staat te stel om dit te doen.

(b) Die Regering van die Republiek van Suid-Afrika onderneem om te verseker dat die Elektrisiteitsbeheerraad die beheer uitoefen waarna in klousule (d) van Artikel 2 verwys word en sal sodanige bystand verleen as wat nodig mag wees om die Elektrisiteitsbeheerraad in staat te stel om dit te doen.

(c) Die Regering van Venda onderneem om te verseker dat die regte van EVKOM om sy bates binne Venda te besit, te gebruik en toegang daartoe te hê, behoorlik beskerm sal word deur die reg en regeringsgesag en dat dit sodanige bystand sal verleen as wat nodig mag wees om EVKOM in staat te stel om die bepalings van die Mandaatooreenkoms uit te voer en om sy bates in die grondgebied van Venda te verkry, te gebruik en te onderhou.

ARTIKEL 4

TOEPASSING, INWERKINGTREDING EN DUUR VAN DIE OOREENKOMS

(a) Hierdie Ooreenkoms tree in werking op 13 September 1979 en mag, onderworpe aan die bepalings van klousule (c) van Artikel 2 deur enige party met ses maande skriftelike kennisgewing aan die ander party deur die diplomatieke kanaal beëindig word.

(b) Enige wysiging van hierdie Ooreenkoms waarop onderling deur albei partye ooreengekom is, sal deur middel van Diplomatieke Notawisseling tussen hulle teweeggebring word.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13 dag van Augustus 1979.

S. W. VAN DER MERWE.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

(c) The Government of the Republic of South Africa undertakes that it will not withdraw the permission granted to ESCOM and referred to in clause (a) of Article 1, nor restrict the powers of ESCOM in such a manner as to detrimentally affect the consumers of ESCOM situate in the territory of Venda nor by legislation, wind up or otherwise dissolve ESCOM without providing for another authority to take its place with similar powers and obligations.

(d) The Government of Venda records that it recognises the Electricity Control Board referred to in the Electricity Act and desires it to exercise control over the supply of electricity within the territory of Venda in the same manner and on the same principles as that exercised within the territory of the Republic of South Africa as long as this Agreement remains in force.

ARTICLE 3

ASSISTANCE TO ESCOM AND ELECTRICITY CONTROL BOARD

(a) The Government of the Republic of South Africa undertakes to ensure that ESCOM will carry out in terms of the Mandate Agreement and it will provide such assistance as may be necessary to enable ESCOM to do so.

(b) The Government of the Republic of South Africa undertakes to ensure that the Electricity Control Board will exercise the control referred to in clause (d) of Article 2 and it will provide such assistance as may be necessary to enable the Electricity Control Board to do so.

(c) The Government of Venda undertakes to ensure that the rights of ESCOM to own, use and have access to its assets within the territory of Venda will be properly protected by law and government authority and it will provide such assistance as may be necessary to enable ESCOM to carry out the terms of the mandate Agreement and to acquire, use and maintain its assets within the territory of Venda.

ARTICLE 4

APPLICATION, ENTRY INTO FORCE AND DURATION OF THE AGREEMENT

(a) This Agreement shall enter into force on 13 September 1979 and may, subject to the provisions of clause (c) of Article 2, be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

S. W. VAN DER MERWE.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

MANDAATOOREENKOMS

aangegaan deur en tussen

DIE ELEKTRISITEITSVOORSIENINGS-KOMMISSIE

aangestel deur die Regering van die Republiek van Suid-Afrika kragtens die Elektrisiteit Wet, 1922 (Wet 42 van 1922) welke Wet vervang is deur die Elektrisiteitswet, 1958 (Wet 40 van 1958), soos gewysig (hierna die "Elektrisiteitswet" genoem), en hierin verteenwoordig deur—

JOHANNES HARDY SMITH

in sy hoedanigheid van Algemene Bestuurder van die Elektrisiteitsvoorsieningskommissie en behoorlik gemagtig deur Reinhardt Ludwig Straszacker in sy hoedanigheid van Voorsitter van die Elektrisiteitsvoorsieningskommissie (hierna "EVKOM" genoem)

en

DIE REGERING VAN VENDA

hierin verteenwoordig deur—

PATRICK RAMAANO MPHEPHU

in sy hoedanigheid van

HOOFMINISTER VAN VENDA

(hierna die "Regering van Venda" genoem).

Nademaal EVKOM ingestel is met funksies en bevoegdhede soos uiteengesit in die Elektrisiteitswet en geen funksie of bevoegdheid buite die bepalings van die genoemde Wet het nie;

En nademaal genoemde Elektrisiteitswet *inter alia* aan EVKOM die bevoegdheid verleen om—

(a) ondernemings ter voorsiening van 'n voldoende voorraad elektrisiteit aan Staatsdepartemente, met inbegrip van die Suid-Afrikaanse Spoorweg- en Hawensadministrasie, plaaslike besture, maatskappye of ander persone in die Republiek van Suid-Afrika, op te rig, te verkry, in stand te hou en te bestuur;

(b) die werking van twee of meer van sy ondernemings te koördineer ten einde 'n goedkoper of doeltreffender voorsiening van elektrisiteit deur of vir bedoelde ondernemings te verseker en indien dit nodig of wenslik geag word om 'n onderneming op te rig uitsluitlik vir die ontwikkeling van elektrisiteit en die voorsiening van daardie elektrisiteit in grootmaat deur die ontwikkelingsonderneming aan EVKOM se distribusie-ondernemings;

En nademaal EVKOM kragtens genoemde Elektrisiteitswet, 'n onderneming genoem die Sentrale Kragontwikkelingsonderneming, opgerig het vir die ontwikkeling of verkryging van die elektrisiteit benodig deur sy distribusie-ondernemings en derhalwe in staat is om sodanige elektrisiteit te ontwikkel en te verkry op die wyse wat daarop bereken is om die mees doeltreffende en ekonomiese wyse te wees om elektrisiteit voort te bring uit al die bronne van voorsiening wat tot sy beskikking is binne die Republiek van Suid-Afrika en uit bronne buite die Republiek van Suid-Afrika;

En nademaal EVKOM bevoeg is om met die goedkeuring van die Regering van die Republiek van Suid-Afrika elektrisiteit in grootmaat te voorsien vanaf enige van sy distribusie-ondernemings aan 'n persoon (insluitende 'n regering of administrasie) by 'n punt op die grens tussen die Republiek van Suid-Afrika en enige gebied wat daaraan grens, vir gebruik deur daardie persoon in sodanige gebied of vir die doel om dit aan andere beskikbaar te stel vir gebruik binne daardie gebied;

MANDATE AGREEMENT
entered into by and between

THE ELECTRICITY SUPPLY COMMISSION

established by the Government of the Republic of South Africa in terms of the Electricity Act, 1922 (Act 42 of 1922), which said Act was substituted by the Electricity Act, 1958 (Act 40 of 1958), as amended (hereinafter referred to as "the Electricity Act") and herein represented by—

JOHANNES HARDY SMITH

in his capacity as General Manager of the Electricity Supply Commission and duly authorised by Reinhart Ludwig Straszacker, in his capacity as Chairman of the Electricity Supply Commission (hereinafter referred to as "ESCOM")

and

THE GOVERNMENT OF VENDA

herein represented by—

PATRICK RAMAANO MPHEPHU

in his capacity as

CHIEF MINISTER OF VENDA

(hereinafter referred to as the "Government of Venda").

Whereas ESCOM established with functions and powers as set out in the Electricity Act and has no function or power outside the provisions of the said Act;

And whereas the said Electricity Act, *inter alia*, empowers ESCOM to—

(a) established, acquire, maintain and work undertakings to provide an efficient supply of electricity to departments of State, including the South African Railways and Harbours Administration, local authorities, companies or other persons in the Republic of South Africa;

(b) co-ordinate the working of two or more of its Undertakings in order to ensure a cheaper or more efficient supply of electricity by or for such undertakings, and, if deemed necessary or desirable, to establish an undertaking exclusively for the generation of electricity and the supply of the same in bulk by the generation undertaking to ESCOM's distribution undertakings;

And whereas ESCOM has, in terms of the said Electricity Act, established an undertaking called the Central Generating Undertaking for the generation or procurement of the electricity required by its distribution undertakings, and is thereby able to generate and procure such electricity in the manner calculated to be the most efficient and economical manner of producing electricity from all the sources of supply available to it within the Republic of South Africa and from sources outside the Republic of South Africa;

And whereas ESCOM is empowered with the approval of the Government of the Republic of South Africa to supply electricity in bulk from any of its distribution undertakings to a person (including a government or administration) at a point on the border between the Republic of South Africa and any territory adjoining it, for use by that person in such territory or for the purpose of making it available to others for use therein;

En nademaal EVKOM voorts bevoeg is om met die goedkeuring van die Regering van die Republiek van Suid-Afrika, elektrisiteit in enige gebied buite die Republiek van Suid-Afrika te voorsien of te ontwikkel en te voorsien, en nademaal die Regering van Venda en die Regering van die Republiek van Suid-Afrika saam beraadslaag en ooreengekom het dat dit ekonomies en andersins tot voordeel van hulle onderskeie lande sal wees indien die ontwikkeling en voorsiening van elektrisiteit in albei lande onderneem en uitgevoer word deur een sentrale liggaam, en, nadat hulle die bevoegdhede en bronne van EVKOM oorweeg het, ooreengekom het om EVKOM te versoek om sodanige ontwikkeling en voorsiening van elektrisiteit te onderneem en uit te voer, welke ooreenkoms meer volledig geboekstaaf is in 'n ooreenkoms onderteken deur genoemde Regerings op die 13e dag van Augustus 1979;

En nademaal EVKOM toegestem het tot genoemde versoek;

Nou derhalwe word daar as volg ooreengekom:

1. DIE ELEKTRISITEITSWET IS VAN TOEPASSING

(a) Die kontrakpartye boekstaaf dat daar ooreengekom is in 'n ooreenkoms gedateer 13 Augustus 1979 tussen die Regering van Venda en die Regering van die Republiek van Suid-Afrika (hierna die "Hoof-ooreenkoms" genoem) terwyl erkenning verleen word aan die feit dat die Elektrisiteitswet waarvan 'n afskrif hierby aangeheg word as Aanhangsel '1' en die regulasies van krag daarkragtens sowel as al die Wette daarin vermeld vir sover hulle van toepassing is vir doeleindes van die Elektrisiteitswet, van krag sal bly in Venda totdat hulle gewysig, herverorden of herroep word deur die bevoegde Venda-owerheid, die Regering van Venda nogtans erkenning verleen aan die Elektrisiteitsvoorsieningskommissie (EVKOM) en die Elektrisiteitsbeheerraad, albei aangestel deur die Regering van die Republiek van Suid-Afrika kragtens die Elektrisiteitswet, en begerig is dat hierdie twee liggame in Venda moet optree soos wat in die Hoof-ooreenkoms bepaal word.

(b) Dit word verder geboekstaaf dat ingeval die Elektrisiteitswet of enige wet daarin genoem deur die Parlement van die Republiek van Suid-Afrika of deur die bevoegde Venda-owerheid gewysig, herverorden of herroep word, die partye, indien omstandighede dit vereis, tesame met die Regering van die Republiek van Suid-Afrika sal beraadslaag en ooreenkom of die wysiging, herverordening of herroeping, bestaanbaar is met die doeleindes van die Hoof-ooreenkoms en hierdie Ooreenkoms en in Aanhangsel '1' opgeneem moet word: Met dien verstande dat enige beperking van EVKOM se bevoegdhede wat deur die Parlement van die Republiek van Suid-Afrika verorden mag word, *ipso facto* van toepassing sal wees op EVKOM in sy aktiwiteite in Venda.

(c) Die Regering van Venda boekstaaf dat hy begerig is dat EVKOM elektrisiteit binne Venda moet voorsien of moet ontwikkel en voorsien in ooreenstemming met die Hoof-ooreenkoms en hierdie Ooreenkoms vir solank as wat die Hoof-ooreenkoms van krag bly en dat EVKOM vir hierdie doel, indien omstandighede dit vereis, dieselfde bevoegdhede, funksies en pligte binne Venda sal hê as daardie wat binne die Republiek van Suid-Afrika bestaan.

And whereas ESCOM is further empowered, with the approval of the Government of South Africa to supply or to generate and supply electricity in any territory outside the Republic of South Africa, and whereas the Government of Venda and the Government of the Republic of South Africa have consulted together and have agreed that it will be economically and otherwise beneficial to both their respective countries that the generation and supply of electricity in both countries should be undertaken and carried out by one centralised body and, having considered the powers and resources of ESCOM, have agreed to request ESCOM to undertake and carry out such generation and supply of electricity which agreement is more fully recorded in an agreement signed by the said Governments on the 13th day of August 1979;

And whereas ESCOM has consented to the said request;

Now, therefore, it is agreed as follows:

1. THE ELECTRICITY ACT TO BE APPLICABLE

(a) The contracting Parties record that it was agreed in an agreement dated 13 August 1979, between the Government of Venda and the Government of the Republic of South Africa (hereinafter referred to as the "Main Agreement"), while recognising the fact that the Electricity Act, copy of which is annexed hereto as Annexure A, and the regulations in force thereunder, as well as all Acts referred to therein in so far as they may be applicable for the purposes of the Electricity Act, shall continue in force in Venda until amended, re-enacted or repealed by the competent Venda authority, the Government of Venda nevertheless recognises the Electricity Supply Commission (ESCOM) and the Electricity Control Board, both appointed by the Government of the Republic of South Africa in terms of the Electricity Act and desires these two bodies to operate in Venda as provided in the Main Agreement.

(b) It is further recorded that in the event that the Electricity Act or any Act mentioned therein is amended, re-enacted or repealed by the Parliament of the Republic of South Africa or the competent Venda authority, the parties shall, if circumstances demand, consult and agree together with the Government of the Republic of South Africa whether the amendment, re-enactment or repeal is consistent with the objects of the Main Agreement and this Agreement and shall be incorporated in Annexure A: Provided that any restriction of ESCOM's powers which may be enacted by the Parliament of the Republic of South Africa, shall, *ipso facto* apply to ESCOM in its activities in Venda.

(c) The Government of Venda records that it desires ESCOM to supply or to generate and supply electricity within Venda in accordance with the Main Agreement and this Agreement as long as the Main Agreement remains in force and that to this end ESCOM shall, if circumstances demand, have the same powers, functions and duties within Venda as those existing in the Republic of South Africa.

2. REGTE OP BESTAANDE WERKE

Die Regering van Venda bevestig dat alle regte, toestemmings en goedkeurings deur EVKOM binne sy land verkry voor die konstitusionele onafhanklikheid van Venda om ontwikkel- en distibusiastasies, transmissie- en distrusielyne of kables en toerusting wat daarmee saamgaan, transformators, skakeltuig en ander toerusting en werke wat nodig is vir die voorsiening van elektrisiteit, telefoonlyne of ander kommunikasie-middels op te rig, te onderhou en te gebruik, welke regte insluit die reg van toegang daartoe vir sy werknemers of kontrakteurs en die nodige voertuie en toerusting, ten gunste van EVKOM behou sal word asof alle sulke toestemmings en goedkeurings deur die Regering van Venda of sy toepaslike agent gegee is.

3. OPRIGTING VAN ONTWIKKELINGSTASIES EN TRANSMISSIESTELSELS

(a) Vir doeleindes van die oprigting van ontwikkelingsstasies vir EVKOM binne Venda en die oorstuur van die elektrisiteit wat by sulke stasies ontwikkel word na enige van EVKOM se distrusie-ondernemings of vir doeleindes van die oorstuur van elektrisiteit vanaf die ontwikkelingsstasies van EVKOM se Sentrale Kragontwikkelingsonderneming na enige van sy distrusie-ondernemings, stem die Regering van Venda toe dat die bepalings van artikel 43 van die Elektrisiteitswet *mutatis mutandis* van toepassing sal wees en dat hy, indien nodig, deur wetgewende of administratiewe optrede of by wyse van verdrag, die regte van EVKOM om sodanige ontwikkelingsstasie en transmissie- en distrusielyne en toerusting te besit en te gebruik en toegang daartoe te hê, sal beskerm vir solank as wat EVKOM hulle nodig mag hê vir bogemelde doeleindes.

(b) Vir doeleindes van die toepassing van genoemde artikel 43 van die Elektrisiteitswet en die Wette waarna daarin verwys word binne Venda—

(i) word enige verwysing na die Staatspresident vertolk as 'n verwysing na die President van Venda;

(ii) word enige verwysing na enige ander beampte, owerheid of departement, uitgesonderd die Elektrisiteitsbeheerraad, vertolk as 'n verwysing na die toepaslike Venda-beampte, -owerheid of -departement;

(iii) word enige verwysing na die *Staatskoerant* vertolk as 'n verwysing na *Venda se Staatskoerant*;

(iv) word die verwysing na 'n Afrikaanse en Engelse nuusblad vertolk as verwysende na 'n toepaslike nuusblad wat versprei word in die distrik waarbinne die betrokke eiendom is of geleë is binne Venda.

4. VOORSIENING VAN ELEKTRISITEIT BINNE VENDA

(a) Vir die voorsiening van elektrisiteit aan verbruikers binne Venda, het die Regering van Venda die reg om EVKOM te versoek en onderworpe aan sy tegniese en finansiële reëlings en verpligtings sal EVKOM tot so 'n versoek toestem,

of (A) om 'n grootmaattoevoer van elektrisiteit aan die Regering van Venda of enige owerheid wat dit vir daardie doel mag stig, beskikbaar te stel by 'n ooreengekome punt op die grens tussen Venda en die Republiek van Suid-Afrika,

of (B) om die voorsiening van elektrisiteit aan verbruikers in Venda te onderneem ingevolge die bepalings van die Elektrisiteitswet: Met dien verstande, dat EVKOM nie verplig sal wees nie om elektrisiteit binne die regsgebied van 'n stedelike plaaslike bestuur te voorsien aan ander verbruikers as grootmaatverbruikers, soos omskryf in EVKOM se tariewe vir die Onderneming van EVKOM vanwaar sodanige toevoer gegee sal word.

2. RIGHTS TO EXISTING WORKS

The Government of Venda affirms that all rights, consents and approvals acquired by ESCOM within its territory prior to the constitutional independence of Venda to erect, maintain and use generating or distribution stations, transmission or distribution lines or cables and equipment ancillary thereto, transformers, switchgear or other equipment and works required for the supply of electricity, telephone lines or other means of communication, including the right of access thereto for its employees or contractors and the necessary vehicles and equipment, shall be preserved to ESCOM as if all such consents and approvals had been given by the Government of Venda or its appropriate agency.

3. ESTABLISHMENT OF GENERATING STATIONS AND TRANSMISSION SYSTEMS

(a) For the purpose of establishing generating stations for ESCOM within Venda and the transmission of the electricity generated at such stations to any of ESCOM's distribution undertakings, or for the purpose of transmitting electricity from the generating stations of ESCOM's Central Generating Undertaking to any of its distribution undertakings, the Government of Venda agrees that the provisions of section 43 of the Electricity Act shall be applicable *mutatis mutandis* and that it will, if necessary by legislative or administrative steps or by treaty, protect the rights of ESCOM to own and use and have access to such generating station and transmission and distribution lines and equipment for so long as ESCOM may require them for the purposes aforesaid.

(b) For purposes of applying the said section 43 of the Electricity Act and the Acts referred to therein within Venda—

(i) any reference to the State President shall be construed as being a reference to the President of Venda;

(ii) any reference to another official, authority or department, excluding the Electricity Control Board, shall be construed as being a reference to the appropriate Venda official, authority or department;

(iii) any reference to the *Gazette* shall be construed as being a reference to the *Venda Gazette*;

(iv) the reference to an Afrikaans and English newspaper shall be construed as referring to an appropriate newspaper circulating in the district in which the property in question is or is situated in Venda.

4. SUPPLY OF ELECTRICITY WITHIN VENDA

(a) For the supply of electricity to consumers in Venda, the Government of Venda shall have the right to call upon ESCOM, and subject to its technical and financial arrangements and commitments ESCOM will comply with such request,

either (A) to provide a supply of electricity in bulk to the Government of Venda or any authority established by it for the purpose, at an agreed point on the border of Venda with the Republic of South Africa,

or (B) to undertake the supply of electricity to consumers in Venda under the provisions of the Electricity Act: Provided that in the area of jurisdiction of an urban local authority ESCOM shall not be obliged to reticulate electricity to consumers other than large consumers, as defined in ESCOM's tariffs for the Undertaking of ESCOM from which such supply will be given.

Die keuse hierin aan die Regering van Venda toegestaan, en die reg om na alternatief (A) terug te keer na 'n tydperk waarin daar ingevolge alternatief (B) gewerk is, kan te eniger tyd uitgeoefen word by die gee van behoorlike kennis aan EVKOM: Met dien verstande egter—

(i) dat die Regering van Venda enige ooreenkomste tussen EVKOM en enige verbruiker in Venda wat daardeur geraak word, sal oorneem of die beëindiging daarvan sal verkry en EVKOM vrywaar teen enige eis om skadevergoeding voorspruitend uit sodanige oorname of beëindiging van die ooreenkomste; en

(ii) dat die Regering van Venda van EVKOM sal oorneem die regte in grond sowel as die geboue, werke, masjinerie, materiaal en installasies wat binne Venda geleë is en gebruik word vir die doel om 'n elektrisiteitstoevoer aan verbruikers in Venda te verskaf, terwyl die billike waarde van sodanige bates, bereken ooreenkomstig die basis voorgeskryf in artikel 34 van die Elektrisiteitswet vir die onteiening van 'n gelisensieerde onderneming, aan EVKOM betaal moet word.

(b) Ingeval Venda of 'n gedeelte daarvan nie by die voorsieningsgebied van een van EVKOM se bestaande distribusie-ondernemings ingesluit word nie, en die Regering van Venda EVKOM versoek om ingevolge alternatief (B) in subklousule (a) te voorsien, sal EVKOM sulke stappe doen as wat hy ingevolge die bepalings van die Elektrisiteitswet kan doen om 'n toepaslike lisensie of permit of die uitbreiding van 'n bestaande lisensie te verkry om die voorsiening van elektrisiteit wat hy nodig mag hê te magtig.

(c) Wanneer EVKOM 'n toevoer van elektrisiteit aan 'n verbruiker binne Venda voorsien, behalwe 'n grootmaattoevoer wat voorsien word ingevolge subartikel (1) (a) (i) of (ii) van artikel 4A van die Elektrisiteitswet, indien van toepassing, sal die bepalings van die Elektrisiteitswet en van die lisensie daarkragtens aan EVKOM verleen vir die Onderneming vanwaar die toevoer beskikbaar gestel word, van toepassing wees en *inter alia* sal die pryse wat betaalbaar is vir elektrisiteit voorsien of beskikbaar gestel aan verbruikers in Venda, vasgestel en van tyd tot tyd aangepas word op dieselfde grondslag en op dieselfde wyse as die pryse wat betaalbaar is deur ander verbruikers in die betrokke Onderneming.

5. VERANTWOORDELIKHEID VAN DIE PARTYE

Die verantwoordelikheid vir die ontwerp, oprigting, onderhoud en bedryf van 'n substasie en toerusting benodig vir die ontvangs van 'n grootmaattoevoer van elektrisiteit gegee ingevolge alternatief (A) in klousule 4 (a) hiervan of vir die substasie en toerusting daarin benodig deur 'n stedelike plaaslike bestuur vir die ontvangs van 'n grootmaattoevoer van elektrisiteit vir verspreiding binne sy regsgebied, tesame met die verantwoordelikheid vir die ontwerp, oprigting, onderhoud en bedryf van die distribusiestelsel anderkant die grootmaattoevoerpunt, berus by die Regering van Venda of ander ingestelde owerheid of die stedelike plaaslike bestuur, soos wat die geval mag wees.

The election accorded to the Government of Venda herein and the right to revert to alternative (A) after a period of working under alternative (B) may be exercised at any time on giving to ESCOM due notice: Provided however—

(i) that the Government of Venda shall take over or procure the termination of any contracts made between ESCOM and any consumer in Venda who is affected by the taking over, and shall indemnify ESCOM against any claims for damages arising from such assignment or termination of the contract; and

(ii) that the Government of Venda shall take over from ESCOM the rights in land as well as the buildings, works, machinery, materials and plant situated within Venda and used for the purpose of supplying consumers in Venda, paying to ESCOM the fair value of such assets determined on the basis laid down in section 34 of the Electricity Act for the expropriation of a licensed undertaking.

(b) In the event that Venda or part thereof is not included in the area of supply of one of ESCOM's existing distribution undertakings, and the Government of Venda calls upon ESCOM to supply under alternative (B) in subclause (a), ESCOM will take such steps as it may be able to take in terms of the Electricity Act to obtain an appropriate licence or permit or the extension of an existing licence to authorise the supply required for it.

(c) Whenever ESCOM provides a supply of electricity to a consumer within Venda, except a supply in bulk given in terms of subsection (1) (a) (i) or (ii) of section 4A of the Electricity Act if applicable, the provisions of the Electricity Act and of the licence granted to ESCOM thereunder for the Undertaking from which the supply is made available shall be applicable, and *inter alia* the prices to be paid for electricity supplied or made available to consumers in Venda shall be determined and adjusted from time to time on the same basis and in the same manner as the prices to be paid by other consumers in the Undertaking in question.

5. RESPONSIBILITY OF THE PARTIES

The responsibility for the design, construction, maintenance and operation of a substation and the equipment required for receiving a bulk supply of electricity given in terms of alternative (A) in clause 4 (a) or for the substation and equipment therein required by an urban local authority for receiving a bulk supply of electricity for distribution within its area of jurisdiction, together with the responsibility for the design, construction, maintenance and operation of the distribution systems beyond the point of bulk supply, shall rest with the Government of Venda or other constituted authority or the urban local authority, as the case may be.

6. VERKRYGING VAN REGTE IN GROND

Behoudens die bepalinge van klousule 3, is EVKOM verantwoordelik vir onderhandelings en ooreenkoms met die eienaar van grond of die owerheid wat beheer het oor grond vir die verkryging van regte in of oor grond wat hy verlang vir die ontwikkeling, transmissie en voorsiening van elektrisiteit in of deur Venda asook vir die betaling van die prys of vergoeding vir sulke regte: maar die Regering van Venda onderneem om, ingeval dit nodig mag wees, EVKOM by te staan tot die mate waartoe hy in staat is om sodanige regte in grond te verkry as wat nodig mag wees om EVKOM in staat te stel om die bedoelinge en verpligtings van hierdie Ooreenkoms uit te voer.

7. PERSONEEL

(a) Die aanstelling, ontslag en diensvoorwaardes van personeel in EVKOM se diens, hetsy binne of buite Venda gestasioneer, is die verantwoordelikheid van en berus uitsluitlik by EVKOM: Met dien verstande dat die diensvoorwaardes van personeel wat binne Venda gestasioneer is, behalwe vir tydelike pligte, in ooreenstemming sal wees met die toepaslike wetgewing van Venda.

(b) Die Regering van Venda sal al die nodige bystand aan EVKOM verleen met die uitreik van permitte of ander magtigings vir personeel en/of voertuie en/of toerusting om Venda binne te gaan ten einde EVKOM in staat te stel om die funksies en pligte uit te voer wat deur hierdie Ooreenkoms gedek word. Sodanige bystand kan spesiale magtigings rakende die patrolering van EVKOM se transmissiestelsels deur middel van vliegtuie en die inspeksie en herstel van lyne en toerusting in 'n noodtoestand insluit.

(c) EVKOM boekstaaf sy bereidwilligheid om, indien die Regering van Venda verlang dat hy dit moet doen, en binne die redelike perke van sy hulpbronne, fasiliteite en koste, burgers van Venda op te lei in werk wat verband hou met die ontwikkeling en voorsiening van elektrisiteit en, na EVKOM se goedvinde en vir sover hul eie kwalifikasies en persoonlike hoedanighede dit regverdig, om burgers van Venda in permanente poste in Venda in diens te neem.

(d) EVKOM kan konsultante en kontrakteurs aanstel om werk vir hom in Venda te doen en die Regering van Venda stem toe dat sodanige konsultante en kontrakteurs en hulle werknemers dieselfde behandeling en fasiliteite sal ontvang as dié wat aan EVKOM en sy werknemers toegestaan word.

8. REKENINGE EN VERSLAE

(a) EVKOM moet sodanige afsonderlike rekening-boeke hou of laat hou as wat nodig mag wees om sy bates en verpligtinge en sy elektrisiteitsverkope binne Venda te weerspieël.

(b) 'n Afskrif van EVKOM se jaarverslag en rekeninge wat deur EVKOM aan die Minister van Nywerheidswese van die Republiek van Suid-Afrika voorgelê word, moet ook aan die Regering van Venda voorgelê word op die tydstip wanneer dit aan genoemde Minister voorgelê word.

Aldus gedoen en geteken te Pretoria, op hede die 13e dag van Augustus 1979.

J. H. SMITH.

Namens die Elektrisiteitsvoorsieningskommissie.

P. R. MPHEPHU.

Namens die Regering van Venda.

6. ACQUISITION OF RIGHTS IN LAND

Subject to the provisions of clause 3, ESCOM shall be responsible for negotiations and agreement with the owner of the land or the authority having control over the land for the acquisition of rights in or over land required by it for the generation, transmission and supply of electricity in or through Venda and for the payment of the price or compensation payable in respect of such rights: But in case of need the Government of Venda undertakes to assist ESCOM to the extent that it is able so to do to acquire such rights in land as are necessary to enable ESCOM to carry out the intentions and obligations of this Agreement.

7. PERSONNEL

(a) The appointment, discharge and conditions of employment of personnel in ESCOM's service, whether stationed outside or within Venda shall be the responsibility and in the sole discretion of ESCOM: Provided however that the conditions of employment of personnel who are stationed within Venda excepting temporary duties, shall be in accord with the relevant legislation of Venda.

(b) The Government of Venda will provide all necessary assistance to ESCOM in the issue of permits or other authorisations for personnel and/or vehicles and/or equipment to enter Venda to enable ESCOM to perform the functions and duties covered by this Agreement. Such assistance may include special authorisations to cover patrol of ESCOM's transmission systems by aircraft and the inspection and repair of lines and equipment in a condition of emergency.

(c) ESCOM records its willingness, if the Government of Venda desires it to do so, and within the reasonable limits of its resources, facilities and of costs, to train citizens of Venda in work connected with the generation and supply of electricity and, in ESCOM's discretion and as far as their qualifications and personal attributes warrant, to employ citizens of Venda in permanent posts in Venda.

(d) ESCOM may employ consultants and contractors to do work for it within Venda, and the Government of Venda agrees that such consultants and contractors and their employees will be afforded the same treatment and facilities as are afforded to ESCOM and its own employees.

8. ACCOUNTS AND REPORTS

(a) ESCOM shall keep or cause to be kept such separate books of account as may be necessary to reflect its assets and liabilities and its sales of electricity within Venda.

(b) A copy of ESCOM's annual reports and accounts, submitted by ESCOM to the Minister of Industries of the Republic of South Africa shall be submitted to the Government of Venda at the time when it is submitted to the said Minister.

Thus done at Pretoria this the 13th day of August 1979.

J. H. SMITH.

For the Electricity Supply Commission.

P. R. MPHEPHU.

For the Government of Venda.

STANDAARDISASIEOOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA

INLEIDING

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda—die vriendskaplike betrekkinge wat daar bestaan tussen die twee regerings en hulle mense erken; en

Nademaal die middele en vermoëns van die Suid-Afrikaanse Buro vir Standaarde wat ingevolge die Wet op Standaarde, 1962 (Wet 33 van 1962), tot stand gebring is, aangewend kan word om die ekonomiese ontwikkeling in hulle onderskeie lande en die stimulering van wedersydse handel deur die toepassing van basies soortgelyke standaardbeginsel te bevorder; en

Nademaal die Regering van Venda verlang dat genoemde Suid-Afrikaanse Buro vir Standaarde dienste met betrekking tot standaardisasie in die handel en nywerheid in Venda moet lewer;

Nou, derhalwe kom die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreen:

ARTIKEL 1

BETEKENIS VAN BEPAALDE UITDRUKKINGS

Vir die doel van hierdie Ooreenkoms en die Werks-ooreenkoms in die vorm van Aanhangsel A waarna hieronder verwys word beteken "Wet op Standaarde" die Wet op Standaarde, 1962 (Wet 33 van 1962), waarvan 'n afskrif as Aanhangsel B hierby aangeheg is; beteken "SABS" na gelang van die sinsverband, die Suid-Afrikaanse Buro vir Standaarde ingestel ingevolge die Wet op Standaarde, of die regspersoon bekend as die Raad van die Suid-Afrikaanse Buro vir Standaarde, insgelyks ingestel ingevolge die Wet op Standaarde.

ARTIKEL 2

WERKSAAMHEID VAN SABS IN VENDA

(a) Die Regering van Venda boekstaaf dat hy verlang dat SABS tydens die geldigheidsduur van hierdie Ooreenkoms in Venda die dienste lewer en die funksies vervul wat deur die Wet op Standaarde beoog word en in die algemeen in Venda optree volgens dieselfde beginsels, en kragtens wet geregtig sal wees op dieselfde regte as dié wat in die Republiek van Suid-Afrika geld.

(b) Die Regering van die Republiek van Suid-Afrika stem in dat SABS die dienste en funksies bedoel in subartikel (a) hiervan kan lewer en vervul en onderneem om toe te sien dat SABS hierdie Ooreenkoms en die Werksooreenkoms uitvoer en om die nodige bystand te verleen om SABS in staat te stel om dit te doen.

(c) Die Regering van Venda onderneem om SABS toegang tot Venda te verleen ter vervulling van die funksies wat van hom verlang word en wat hy kragtens wet gemagtig is om te vervul; en onderneem voorts om die hulp te verleen of die middele wat nodig is of wat nodig kan word te verskaf ten einde SABS in staat te stel om die bepalings van hierdie Ooreenkoms en die Werksooreenkoms na te kom en die oogmerke daarvan te bereik.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING THE RENDERING OF STANDARDISATION SERVICES IN VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the resources and abilities of the South African Bureau of Standards established in terms of the Standards Act, 1962 (Act 33 of 1962) can be applied to further the economic development in their respective countries and the stimulation of mutual trade through the application of basically similar principles of standardisation; and

Whereas the Government of Venda desires the said South African Bureau of Standards to render services in Venda in regard to standardisation in commerce and industry;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

MEANING OF SPECIFIC EXPRESSIONS

For the purposes of this Agreement and the Operational Agreement in the form of Annexure A, hereinafter referred to "Standards Act" means the Standards Act, 1962 (Act 33 of 1962), a copy of which is annexed hereto as Annexure B;

"SABS" means, as the context may require, the South African Bureau of Standards established by the Standards Act or the body corporate known as the Council of the South African Bureau of Standards, likewise established by the Standards Act.

ARTICLE 2

SABS TO OPERATE IN VENDA

(a) The Government of Venda records that it desires SABS to render the services and perform the functions envisaged by the Standards Act within Venda, and in general to operate within Venda in the same manner, on the same principles and in law to be entitled to the same rights as those applicable within the Republic of South Africa as long as this Agreement remains in force.

(b) The Government of the Republic of South Africa agrees that SABS may render the services and perform the functions contemplated in subarticle (a), and undertakes to ensure that SABS will carry out the terms of this Agreement and the Operational Agreement, and to provide such assistance as may be necessary to enable SABS to do so.

(c) The Government of Venda undertakes to grant SABS access to Venda to enable it to perform such functions as may be required of it and as it is by law empowered to perform; and furthermore undertakes to provide such assistance or means as may be or may become necessary to enable SABS to carry out the terms and to achieve the objects of this Agreement and the Operational Agreement.

ARTIKEL 3

TOEPASSING, INWERKINGTREDING EN GELDIGHEIDSDUUR VAN OOREENKOMS

(a) Hierdie Ooreenkoms tree op 13 September 1979 in werking en kan deur enige Party met ses maande skriftelike kennisgewing aan die ander Party deur die diplomatieke kanaal beëindig word.

(b) Die Werksooreenkoms tussen die Regering van Venda en SABS maak deel van hierdie Ooreenkoms uit en moet daarmee saamgelees word:

Met dien verstande dat, in die geval van enige strydige vertolking van hierdie Ooreenkoms en die Werksooreenkoms, die bepalinge van hierdie Ooreenkoms deurslaggewend is.

(c) Enige wysiging van hierdie Ooreenkoms waarop onderling deur beide Partye ooreengekom is, sal deur middel van Diplomatieke Notawisseling tussen hulle teweeggebring word.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

S. W. VAN DER MERWE.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

BYLAE A

WERKSOOREENKOMS

Aangegaan deur en tussen—

Die Raad van die Suid-Afrikaanse Buro vir Standaard hierin verteenwoordig deur RUDOLF FRIEDRICH JOHANNES TEICHMANN in sy hoedanigheid van Direkteur-generaal van die SABS; en

Die Regering van Venda hierin verteenwoordig deur PATRICK RAMAANO MPHEPHU in sy hoedanigheid van Hoofminister van Venda (hierna "die Regering van Venda" genoem).

Nademaal die Regering van Venda en die Regering van die Republiek van Suid-Afrika samesprekings gevoer het en ooreengekom het dat dit ekonomies en andersins vir albei hul onderskeie lande voordelig sal wees indien standaardisasie in albei lande deur SABS onderneem en uitgevoer word en SABS gevolglik versoek het om sodanige standaardisasie ook in Venda te onderneem en uit te voer op voorwaardes wat meer breedvoerig vervat is in 'n ooreenkoms wat die genoemde Regerings op die 13de dag van Augustus 1979 onderteken het (hierin die "Hofooreenkoms" genoem); en

Nademaal SABS tot sodanige versoek toegestem het en bereid is om in Venda werksaam te wees op die voorwaardes, wat in die Hofooreenkoms vervat is.

Nou, derhalwe, boekstaaf die Regering van Venda dat hy verlang dat SABS in ooreenstemming met die Hofooreenkoms en hierdie Ooreenkoms dienste in Venda moet lewer en standaardisasie aldaar moet bevorder solank die Hofooreenkoms van krag bly;

En derhalwe

1. Kom die Regering van Venda en die RAAD VAN DIE SUID-AFRIKAANSE BURO VIR STANDAARDE ooreen dat die Regering van Venda, met inbegrip van enige van sy departemente of enige

ARTICLE 3

APPLICATION, ENTRY INTO FORCE AND DURATION OF AGREEMENT

(a) This Agreement shall enter into force on 13 September 1979 and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) The Operational Agreement between the Government of Venda and SABS shall form part of and be read with this Agreement: Provided that in case of any conflict in the interpretation of this Agreement and the Operational Agreement, the provisions of this Agreement shall prevail.

(c) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August, 1979.

S. W. VAN DER MERWE.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

ANNEXURE A

OPERATIONAL AGREEMENT

Entered into by and between—

The Council of the South African Bureau of Standards herein represented by RUDOLF FRIEDRICH JOHANNES TEICHMANN in his capacity as Director General of the South African Bureau of Standards; and

The Government of Venda herein represented by PATRICK RAMAANO MPHEPHU in his capacity as Chief Minister of Venda (hereinafter referred to as "the Government of Venda").

Whereas the Government of Venda and the Government of the Republic of South Africa have consulted together and have agreed that it will economically and otherwise be beneficial to both their respective countries that standardisation in both countries be undertaken and carried out by SABS and have accordingly requested SABS to undertake and carry out such standardisation also in Venda on terms more fully recorded in an agreement signed by the said Governments on the 13th day of August 1979 (hereinafter referred to as the "Main Agreement"); and

Whereas SABS has consented to such request and is willing to operate in Venda on the terms recorded in the Main Agreement;

Now, therefore, the Government of Venda records that it desires SABS to render services and promote standardisation within Venda in accordance with the Main Agreement and this Agreement as long as the Main Agreement remains in force;

And therefore

1. It is agreed between the Government of Venda and the COUNCIL OF THE SOUTH AFRICAN BUREAU OF STANDARDS that for any service envisaged in the Standards Act the Government of Venda including any department thereof or any body

instansie wat deur die Regering van Venda beheer word, enige plaaslike owerheid of ander openbare liggaam en enige ander privaat persoon in Venda, die reg het om SABS se dienste aan te vra met dien verstande dat SABS vergoeding vir sodanige dienste kan Vorder.

2. Verder kom die Regering van Venda en die Raad van die Suid-Afrikaanse Buro vir Standaarde ooreen dat—

(a) die Regering van Venda 'n senior beampte in sy diens, verkieslik in sy Departement wat vir die ontwikkeling van die nywerheid of die handel verantwoordelik is, sal aanwys om as Standaardskakelbeampte tussen hom en SABS op te tree en om sodanige funksies te verrig en sodanige stappe te doen as wat kragtens wet noodsaaklik mag wees vir die behoorlike en suksesvolle uitvoering van hierdie Ooreenkoms in Venda;

(b) SABS sodanige aparte rekenings sal hou of laat hou as wat nodig mag wees om die omvang van sy aktiwiteite in Venda aan te toon;

(c) 'n afskrif van die jaarverslag en rekenings van SABS, soos aan die Minister van Nywerheidswese van die Republiek van Suid-Afrika voorgelê, aan die Regering van Venda voorgelê word.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

R. F. J. TEICHMANN.

Namens die Raad van die Suid-Afrikaanse Buro vir Standaarde.

P. R. MPHEPHU.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA INSAKE NYWERHEIDSONTWIKKELING

INLEIDING

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat daar bestaan tussen die twee Regerings en hulle mense, erken; en

Nademaal die Regering van Suid-Afrika en die Regering van Venda besorg daaroor is dat ontwrigting mag volg uit omstandighede waar maatreëls getref word wat nie in harmonie is vir die aanmoediging van streeksnywerheidsontwikkeling in hulle onderskeie lande nie; en

Nademaal die behoeftes vir sowel volgehoue bevordering van nywerheidsontwikkeling in die gedesentraliseerde gebiede van die Republiek van Suid-Afrika en in Venda as die wenslikheid van onderlinge koördinasie van ondersteunde nywerheidsontwikkeling in hulle onderskeie gebiede, erken word;

Nou derhalwe kom die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreen:

ARTIKEL 1

MAATSTAWE EN PEILE VAN HULP

(a) Die maatstawe en peile van hulp vir die onderskeie gedesentraliseerde gebiede wat van toepassing is in die Republiek van Suid-Afrika onmiddellik voor die onafhanklikheidswording van Venda sal steeds toegepas word in die gebiede waarvoor die Regering van

controlled by the Government of Venda, any local authority or other public body and any other private person in Venda shall have the right to call upon SABS, on the understanding that SABS shall be entitled to charge for such services.

2. It is furthermore agreed between the Government of Venda and the Council of the South African Bureau of Standards that—

(a) the Government of Venda shall designate a senior officer in its service, preferably in its Department responsible for the development of industry or commerce, to act as Standards Liaison Officer between it and SABS and to perform such functions and take such steps as may in law be necessary for the due and successful implementation of this Agreement in Venda;

(b) SABS shall keep or cause to be kept such separate accounts as may be necessary to reflect the extent of its activities within Venda;

(c) a copy of the annual report and accounts of SABS as submitted to the Minister of Industries of the Republic of South Africa, shall be submitted to the Government of Venda.

Done at Pretoria, in duplicate, on the 13th day of August, 1979.

R. F. J. TEICHMANN.

For the Council of the South African Bureau of Standards.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA IN REGARD TO INDUSTRIAL DEVELOPMENT

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda are concerned that disruption may result from situations where the measures applied in regard to the encouragement of regional industrial development in their respective countries are not in harmony; and

Whereas the need for the continued promotion of industrial development in the decentralised areas of the Republic of South Africa and Venda, as well as the desirability of mutual co-ordination of assisted industrial development in their respective areas are recognised;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

CRITERIA AND LEVELS OF ASSISTANCE

(a) The criteria and levels of assistance for the respective decentralised areas in operation in the Republic of South Africa immediately prior to the attainment of independence by Venda shall continue to be applied in the areas for which the Government of

die Republiek van Suid-Afrika of die Regering van Venda, na gelang van die geval, verantwoordelik is. Die peile van sowel die hulp as die maatstawe en terme van toepassing op die toestaan van hulp aan nyweraars in Venda sal nie gunstiger vir die vervaardiger wees as dié wat in die Aanhangsel tot hierdie Ooreenkoms uiteengesit word nie, en die maatstawe en peile van hulp by enige nuwe ontwikkelingspunte of in nuwe nywerheidsaktiwiteite in die gebiede onder beheer van die onderskeie Regerings sal na oorleg tussen die Partye tot die Ooreenkoms bepaal word.

(b) In die geval waar dit raadsaam geag word deur een van die Partye tot die Ooreenkoms om die maatstawe en peile van hulp wat in die Aanhangsel uiteengesit is te wysig sal die Partye tot die Ooreenkoms indien omstandighede dit vereis saam raadpleeg en bepaal of die voorgestelde wysigings verenigbaar is met die doel om gebalanseerde groei in die gedesentraliseerde gebiede van die Republiek van Suid-Afrika en in Venda te bevorder.

(c) Met die oog op die bevordering van samewerking en koördinasie ten opsigte van die desentralisasie van nywerhede onderneem die Partye tot die Ooreenkoms om deur middel van die uitruil van die notules van vergaderings van die onderskeie owerheidsinstansies op 'n maandelikse basis die besonderhede van die hulp wat aan applikante om hulp toegestaan is ingevolge die beleid van desentralisasie van nywerhede ter inligting, oorweging en konsultasie voor te lê.

(d) Die Regering van die Republiek van Suid-Afrika onderneem om alle bestaande verpligtinge ten opsigte van die benutting van belastingkonsessies deur Suid-Afrikaanse maatskappye wat takke of volfiliaalmaatskappye in Venda gevestig het na te kom in die mate wat die volle belastingkonsessies weens ontoereikende winste nie deur die tak of volfiliaalmaatskappy in Venda verdien kan word nie.

(e) Al die verpligtinge ten opsigte van konsessies wat aan nyweraars in Venda deur die Suid-Afrikaanse Regering toegestaan is voor die verkryging van onafhanklikheid deur Venda en wat nie op daardie datum benut of uitgeput is nie behalwe daardie voorsien in subartikel (d) hierbo sal die aanspreeklikheid van die Regering van Venda wees wat verantwoordelik sal wees om sodanige onbenutte konsessies beskikbaar te maak.

(f) Ten opsigte van nywerheidsondernemings wat 'n aanvang maak met aktiwiteite in Venda na die datum van onafhanklikheid van Venda aanvaar die Regering van Venda volle finansiële verantwoordelikheid vir die toestaan van aansporing met ingang vanaf die datum van onafhanklikheid.

ARTIKEL 2

PRYSVOORKEURE

Die Regering van die Republiek van Suid-Afrika onderneem om op goedere wat in Venda geproduseer is deur nyweraars aan wie hulp onder die desentralisasieskema verleen is prysvoorkeure tot 5 persent toe te staan ten opsigte van tenders wat ontvang word deur die Staatstenderraad en ander Regeringstenderrade wat soortgelyke tendervoorkeure toestaan op produkte wat in gedesentraliseerde gebiede in die Republiek van Suid-Afrika geproduseer of vervaardig is.

the the Republic of South Africa or the Government of Venda, as the case may be, is responsible. The levels of assistance as well as the criteria and conditions applicable to the granting of assistance to industrialists in Venda shall not be more favourable to the manufacturer than that enumerated in the Annexure to this Agreement and the criteria and levels of assistance at any new development centre or in new industrial activities in the areas under the control of the respective Governments will be established after consultation between the Contracting Parties.

(b) In the event of it being considered advisable by either of the Contracting Parties to the Agreement to amend the criteria and levels of assistance set out in the Annexure, the Contracting Parties shall, if circumstances demand, consult and determine together whether the proposed amendments are consistent with the object of promoting balanced growth in the decentralised areas of the Republic of South Africa and in Venda.

(c) With a view to furthering co-operation and co-ordination in respect of the decentralisation of industries the Contracting Parties undertake to submit to one another on a monthly basis by means of the exchange of the minutes of meetings of the respective authorities for information, consideration and consultation, the details of assistance granted to applicants for assistance in terms of the policy for the decentralisation of industries.

(d) The Government of the Republic of South Africa undertakes to honour all existing commitments in connection with the utilisation of tax concessions by the South African companies who have established branches or wholly owned subsidiary companies in Venda to the extent that the full tax concessions cannot be earned by the branch or wholly owned subsidiary company in Venda due to inadequate profits.

(e) All the obligations in respect of concessions granted to industrialists in Venda by the South African Government prior to the attainment of independence by Venda and which have not yet been utilised or exhausted on that date, other than those provided for in subclause (d) above, shall be the liability of the Government of Venda who shall be responsible to make such unutilised concessions available.

(f) In respect of industrial ventures commencing operations in Venda after the date of independence of Venda, the Government of Venda accepts full financial responsibility as from the date of independence for the granting of incentives.

ARTICLE 2

PRICE PREFERENCES

The Government of the Republic of South Africa undertakes to accord to goods produced by industries in Venda which have been assisted under the decentralisation scheme, price preferences to the extent of up to 5 per cent in respect of tenders received by the State Tender Board and other Government tender boards which accord similar tender preferences to products produced or manufactured in decentralised areas in the Republic of South Africa.

ARTIKEL 3

FISIESE VERSKUIWING VAN NYWERHEDE

Met betrekking tot die fisiese verskuiwing van nywerhede vanaf die Republiek van Suid-Afrika na Venda en vanaf Venda na die Republiek van Suid-Afrika kom die Partye ooreen om die voorskrifte van paragraaf 2 (b) van die Aanhangsel tot hierdie Ooreenkoms in ag te neem en in hierdie verband bevestig die Regering van die Republiek van Suid-Afrika dat hy die hele Venda as 'n nie-metropolitaanse gebied erken.

ARTIKEL 4

VERMENIGVULDIGING VAN NYWERHEDE

(a) Die Partye tot die Ooreenkoms kom ooreen om die vermenigvuldiging te ontmoedig van nywerhede wat betrokke is in aktiwiteite van 'n aard waar oorwegings soos die omvang van kapitaalinvestering en die skaalbesparings wat uit groot produksie-eenhede voortvloei dit essensieel maak dat die skepping van produksiekapasiteit wat te enigertyd noemenswaardig groter is as die omvang van die mark in die gebied wat Venda, Bophuthatswana, Botswana, Lesotho, Suid-Afrika, Swaziland en Transkei beslaan vermy moet word.

(b) Met erkenning van die beperkinge van die plaaslike mark en die rasionalisasieprogramme wat in werking is kom die Partye tot die Ooreenkoms ooreen om met mekaar te konsulteer oor verdere investering in die motorvoertuig- en televisie-ontvangsvervaardigingsnywerhede wat reeds onderworpe is aan die stremming van diversifikasie, uitbreiding en vermenigvuldiging.

(c) Met inagneming van die posisie dat vervaardigers in die basiese chemiese nywerhede normaalweg net bereid is om die vereiste kapitaalinvestering te waag as hulle verseker is van 'n voldoende plaaslike mark en met inagneming van die bestaande nywerheidsaktiwiteite in die Republiek van Suid-Afrika asook die wenslikheid om hierdie nywerheid te ontwikkel kom die Partye tot die Ooreenkoms ooreen dat verdere ontwikkeling in hierdie rigting in die groots moontlike mate gekoördineer sal word deur noue konsultasie oor sodanige ontwikkeling.

ARTIKEL 5

(a) Hierdie Ooreenkoms tree op 13 September 1979 in werking en mag deur enige Party met ses maande skriftelike kennisgewing aan die ander Party deur die diplomatieke kanaal beëindig word.

(b) Enige wysiging van hierdie Ooreenkoms waarop onderling deur beide Partye ooreengekom is, sal deur middel van Diplomatieke Notawisseling tussen hulle teweeggebring word.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en gesêl het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

S. W. VAN DER MERWE.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

ARTICLE 3

PHYSICAL TRANSFER OF INDUSTRIES

With the regard to the physical transfer of industries from the Republic of South Africa to Venda and from Venda to the Republic of South Africa the Contracting Parties agree to observe the provisions of paragraph 2 (b) of the Annexure to this Agreement and in this respect the Government of the Republic of South Africa places on record that it regards the whole of Venda as a non-metropolitan area.

ARTICLE 4

PROLIFERATION OF INDUSTRIES

(a) The Contracting Parties agree to discourage the proliferation of industries engaged in activities of a nature where considerations such as the size of the capital investment and the economies of scale to be derived from large production units make it essential that the creation of production capacity substantially in excess of the size of the market in the area comprising Venda, Bophuthatswana, Botswana, Lesotho, South Africa, Swaziland and Transkei at any point of time be avoided.

(b) Recognising the limitations of the local market and rationalisation programmes in progress, the Contracting Parties agree to consult with one another on further investment in the motor vehicle and television receiver manufacturing industries which are already subject to restraint on diversification, expansion and proliferation.

(c) Having regard to the circumstances that manufacturers in the basic chemical industries are normally prepared to risk the required capital investment only if they are assured of a sufficient local market, and bearing in mind the existing industrial activity in the Republic of South Africa and the desirability of developing this industry, the Contracting Parties agree that further development in this direction shall be co-ordinated to the greatest extent possible by close consultation about such development.

ARTICLE 5

(a) This Agreement shall enter into force on 13 September 1979 and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

S. W. VAN DER MERWE.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AANHANGSEL

PROSEDURES WAT BETREKKING HET OP DIE
VERSKAFFING VAN FINANSIËLE HULP VIR
NYWERHEIDSONTWIKKELING IN VENDA

1. Ten einde nywerheidsaktiwiteite in gedesentraliseerde gebiede te bevorder word aansporing gebied aan nyweraars wat 'n vervaardigingsaktiwiteit vestig of uitbrei of 'n vervaardigingsaktiwiteit vanaf 'n erkende metropolitaanse gebied na 'n erkende gedesentraliseerde gebied verskuif.

Venda is slegs een van baie gebiede waar sodanige aansporing aangebied word en die peile van sodanige hulp in Venda is bepaal relatief tot die hulp in ander gebiede, beide Swart State en gedesentraliseerde gebiede in die Republiek. Dit is hoogs wenslik, indien nie noodsaaklik nie, dat hierdie relatiwiteit behou word en indien daar besluit word op nuwe ontwikkelingspunte of nywerheidsaktiwiteite sowel binne as aangrensend aan Venda waarvoor nie in hierdie Aanhangsel voorsiening gemaak is nie sal gehandel word ooreenkomstig Artikel 1 (a) van hierdie Ooreenkoms.

Die breë beginsels en peile van hulp van toepassing op die datum van die verkryging van onafhanklikheid deur Venda word hieronder uiteengesit ter inligting van die Venda Ontwikkelingskorporasie.

ONDERNEMINGS WAT VIR HULP
KWALIFISEER

2. (a) Nuwe vervaardigingsondernemings en uitbreidings van vervaardigingsondernemings in gedesentraliseerde gebiede.

(b) Ondernemings wat vanaf 'n erkende metropolitaanse gebied of enige erkende nie-gedesentraliseerde gebied verskuif.

ERKENDE METROPOLITAANSE GEBIEDE

3. Die volgende landdrostdistrikte word as metropolitaanse gebiede vir hierdie doel erken:

(i) Pretoria / Witwatersrand / Vereeniging (PWV)-gebied:

Alberton;
Benoni;
Boksburg;
Brakpan;
Germiston;
Heidelberg (Transvaal);
Johannesburg;
Kempton Park;
Krugersdorp;
Nigel;
Pretoria (uitgesluit Rosslyn);
Randfontein;
Roodepoort;
Springs;
Vanderbijlpark;
Vereeniging.

(ii) Durban/Pinetown-gebied:

Durban;
Pinetown.

(iii) Port Elizabeth/Uitenhage.

ONDERNEMINGS WAT NIE VIR DESENTRALI-
SASIEHULP KWALIFISEER NIE

4. (a) Plekgebonde, diens-, handels- en distribusie ondernemings. ('n Relatief eenvoudige, maar nogtans effektiewe toets vir 'n plekgebonde- en diensbedryf in Venda is of die finale produk van so 'n aktiwiteit nie

ANNEXURE

PROCEDURES PERTAINING TO THE PROVI-
SION OF FINANCIAL ASSISTANCE FOR IN-
DUSTRIAL DEVELOPMENT IN VENDA

1. In order to promote industrial activity in decentralised areas incentives are offered to industrialists who establish or expand a manufacturing activity in or move a manufacturing activity from a recognised metropolitan to a recognised decentralised area.

Venda is only one of many areas in which such incentives are offered and the levels of such assistance in Venda have been determined relative to the assistance in other areas, both Black States and decentralised areas, in the Republic. It is highly desirable, if not essential, that this relativity be maintained and in the event of any new development centre or industrial activity being determined either inside or adjacent to Venda which is not provided for in this Annexure there shall be consultation as provided for under Article 1 (a) of this Agreement.

The broad principles and levels of assistance effective on the date of the achievement of independence by Venda are set out below for the information of the Venda Development Corporation.

UNDERTAKINGS WHICH QUALIFY FOR
ASSISTANCE

2. (a) New manufacturing undertakings and expansions of existing manufacturing undertakings in decentralised areas.

(b) Undertakings which move from a recognised metropolitan area or any non-decentralised area.

RECOGNISED METROPOLITAN AREAS

3. The following magisterial districts are recognised as metropolitan areas for this purpose:

(i) Pretoria/Witwatersrand/Vereeniging (PWV) Area:

Alberton;
Benoni;
Boksburg;
Brakpan;
Germiston;
Heidelberg (Transvaal);
Johannesburg;
Kempton Park;
Krugersdorp;
Nigel;
Pretoria (excluding Rosslyn);
Randfontein;
Roodepoort;
Springs;
Vanderbijlpark;
Vereeniging.

(ii) Durban/Pinetown Area:

Durban;
Pinetown.

(iii) Port Elizabeth/Uitenhage.

UNDERTAKINGS WHICH DO NOT QUALIFY
FOR DECENTRALISATION ASSISTANCE

4. (a) Placebound, service, trading and distribution industries. (A relatively simple but nevertheless effective test for a placebound and service industry in Venda is whether the final product of such activity

noemenswaardig in Venda ingebring kan word nie en of die produk nie noemenswaardig buite Venda bemark kan word nie).

(b) Vervaardigingsaktiwiteite wat vanaf enige nie-metropolitaanse gebied verskuif ontvang nóg deur aansporings nóg deur vergoeding van verskuiwingskoste enige hulp.

PEILE VAN HULP

5. Hulp wat aan enige nywerheid verleen kan word om in 'n gedentraliseerde gebied te vestig, daar uit te brei of daarheen te verskuif is beperk tot die finansiële nadeel inherent in sodanige gedentraliseerde vestiging in vergelyking met 'n vestiging in 'n metropolitaanse gebied soos die Pretoria-Witwatersrand-Vereeniging (PWV) nywerheidskompleks.

6. By die bepaling van die finansiële nadele wat aan die nyweraar vergoed moet word, word onderskei tussen—

(a) projekte met 'n totale investering hoër as R3 miljoen; en

(b) projekte met 'n totale investering van laer as R3 miljoen.

PROJEKTE HOËR AS R3 MILJOEN

7. (a) In die geval van projekte hoër as R3 miljoen word die werklike finansiële nadeel op die beraamde basis van bedryf soos volg bereken:

(i) Die vervoerkoste van grondstowwe inwaarts per pad of spoor teen tariewe wat ten tye van die berekening geld minus die vervoerkoste van sodanige grondstowwe na die geselekteerde metropolitaanse gebied vir 1 jaar x 15.

(ii) Die vervoerkoste van klaarprodukte per pad of spoor na die hoofmarkte van die nywerheid teen die heersende tariewe ten tye van die berekening minus die vervoerkoste van die klaarprodukte vanaf die geselekteerde metropolitaanse gebied na die hoofmarkte vir 1 jaar x 15.

(iii) Die rente op die differensiële koste van grond en geboue, positief of negatief, in die gedentraliseerde gebied vir 1 jaar x 10.

(iv) Die differensiële koste, positief of negatief, in die gedentraliseerde gebied in vergelyking met sodanige koste in die geselekteerde metropolitaanse gebied vir 1 jaar x 10 met betrekking tot—

- (a) kragbehoefte;
- (b) waterbehoefte;
- (c) instandhoudingsdienste;
- (d) bestuursbeheer;
- (e) verpakking;
- (f) belegging in voorrade, grondstowwe en klaarprodukte;
- (g) belegging in voorrade van onderdele;
- (h) salarisse vir Blanke werknemers.

(v) Die koste, indien wel, om 'n verspreidingsdepot in die geselekteerde metropolitaanse gebied in stand te hou vir 1 jaar x 10.

(b) Die totaal soos hierbo bereken word na 'n nabelastingbedrag omgeskakel wat deur die nyweraar as hulp in die vorm van huur, rente en/of belastingvermindering op die volgende maniere benut kan word:

(i) Deur die verskaffing van gehuurde geboue om die vereistes van die nyweraar te pas teen gesubsidieerde huurkoerse vir 'n 10 jaar tydperk. Die subsidie (op die basiskoers) is teen die koers van 8 persent per jaar

cannot be brought substantially into Venda or whether the product cannot be marketed substantially outside Venda).

(b) Manufacturing activity which moves from any non-metropolitan area is not assisted either by incentives or the reimbursement of moving costs.

THE LEVELS OF ASSISTANCE

5. Assistance that can be granted to any industry to establish in, expand or move to a decentralised area is limited to the financial disadvantage inherent in such a decentralised establishment as compared with an establishment in a metropolitan area such as the Pretoria/Witwatersrand/Vereeniging (PWV) industrial complex.

6. In determining the financial disadvantages which must be made good to the industrialist a distinction is made between—

(a) projects with a total investment in excess of R3 million; and

(b) projects with a total investment of under R3 million.

PROJECTS OVER R3 MILLION

7. (a) In the case of projects in excess of R3 million the actual financial disadvantages are calculated on the estimated basis of operation as follows:

(i) The cost of the transport of raw materials inwards by road or rail at rates prevailing at the time of calculation less the transport cost of such raw materials transported to the selected metropolitan area for 1 year x 15.

(ii) The cost of the transport of finished products by road or rail at the prevailing rates at the time of calculation to the main markets of the industry less the transport cost of the finished products from the selected metropolitan area to the main markets for 1 year x 15.

(iii) The interest charge on the differential cost for land and buildings, positive or negative, in the decentralised area for 1 year x 10.

(iv) The differential costs, positive or negative, in the decentralised area as compared with such costs in the selected metropolitan area for 1 year x 10 related to—

- (a) power requirements;
- (b) water requirements;
- (c) maintenance services;
- (d) management control;
- (e) packaging;
- (f) investment in stocks of raw materials and finished goods;
- (g) investment in stocks of spare parts;
- (h) salaries for White employees.

(v) The cost, if any, of maintaining a distribution depot in the selected metropolitan area for 1 year x 10.

(b) The total as calculated above is converted to an after tax amount which amount can be utilised by the industrialist as assistance in respect of rental, interest and/or tax deduction in the following manner:

(i) By the provision of leased buildings to suit the requirements of the industrialist at subsidised rental rates for a period of 10 years. The subsidy (on the base rate) is at the rate of 8 per cent per annum on the cost

op die koste van grond en geboue en die totale bedrag van die subsidie omgeskakel na 'n na-belastingbedrag word afgewentel teen die bedrag van die hulp soos hierbo bereken.

(Die basiskoers is die langtermyn binnelandse geregistreerde effektekoers plus 0,5 persent).

(ii) 'n Lening tot 'n maksimum van 50 persent van die werklike waarde van masjinerie, voertuie en meubels en bedryfskapitaal vir 'n tydperk van 10 jaar teen 'n rentekoers wat tot 8 persent teenoor die basiskoers gesubsidieer is.

(iii) Die huur- en rentekonsessies soos in (i) en (ii) hierbo bereken word afgewentel teen die totale hulp toegestaan en die balans, indien wel, word toegestaan as vermindering van inkomstebelasting betaalbaar.

(iv) Die totale bedrag van hulp word onderworpe gemaak aan die indiensneming van 'n spesifieke getal fabriekswerkers, uitsluitend bestuur en Blanke werkers in 'n bepaalde finansiële jaar. As die aantal fabriekswerkers ten opsigte van wie 'n belastingvermindering toegestaan is nie bereik word nie moet die belastingvermindering volgens die diskresie van die Venda Regering pro rata verminder word.

(v) Soos onder (i) en (ii) hierbo opgemerk sal word, kan die quantum van die konsessies in 'n baie groot mate beïnvloed word deur die ramings van hoeveelhede van grondstowwe inwaarts en klaarprodukte uitwaarts en in die lig van die groot mate van foutiewe berekening wat mag plaasvind in sodanige beramings vir 'n 15 jaar tydperk is 'n stelsel ontwikkel waarby sodanige geraamde tonnemate onderworpe is aan jaarlikse kontrole met die oog daarop om die quantum van konsessies te verminder indien die ramings aansienlik verskil van die werklike tonnemate wat vervoer is.

(vi) In geval van so 'n vermindering van konsessies word 'n dienooreenkomstige vermindering in konsessies ten opsigte van 'n arbeidstekort nie ook toegepas soos onder (iv) hierbo voorsien word nie.

PROJEKTE ONDER R3 MILJOEN

8. In die geval van projekte onder R3 miljoen word 'n berekening van gedetailleerde kostenadele nie gemaak nie en die hulp beskikbaar aan so 'n nyweraar is soos in 7 (b) (i) en (ii) hierbo beskrywe plus—

(a) 'n inkomstebelastingvermindering van 50 persent van die werklike lone aan die fabriekswerkers betaal (nie bestuur en Blanke werkers nie en ook nie bou- en konstruksiewerke nie) en uitgesonderd betalings van enige byvoordele en bydraes tot statutêre fondse. Die konsessie word bereken oor 'n tydperk van sewe volle finansiële jare; en

(b) 'n inkomstebelastingaftrekking van 30 persent teen 10 persent per jaar vir drie jaar van die waarde van die oorspronklike belegging in masjinerie en toerusting en vir daaropvolgende goedgekeurde uitbreidings.

In die geval waar 'n nyweraar sy fabriek na 'n gedentraliseerde gebied verskuif word die 30 persent konsessie gebaseer op die oorspronklike koste van die nuwe vervaardigingstoerusting en die gedeprimeerde waarde vir inkomstebelastingdoeleindes van gebruikte masjinerie.

of the land and buildings and the total amount of this subsidy converted to an after tax amount is set off against the amount of the assistance as calculated above.

(Base rate is the long term internal registered stock rate plus 0,5 per cent).

(ii) A loan up to a maximum of 50 per cent of the actual value of machinery, vehicles and furniture and working capital for a period of 10 years at an interest rate subsidised to the extent of 8 per cent on the base rate.

(iii) The rental and interest concession as calculated in (i) and (ii) above is set off against the total assistance granted and the balance, if any, is granted as a deduction from income tax payable.

(iv) The total amount of the assistance granted is made subject to the employment of a specified number of factory workers, excluding management and White workers, in a specified financial year. If the number of factory workers in respect of which the tax deduction is granted, is not achieved, a tax deduction should at the discretion of the Venda Government be reduced pro rata.

(v) As will be observed from (i) and (ii) above the quantum of concessions can be influenced to a very large extent by the estimates of quantities of raw materials inwards and finished goods outwards, and in view of the large measure of error that may occur in such estimates for a period of 15 years a system has been evolved whereby such estimated tonnages are subjected to annual control with a view to the reduction of the quantum of concessions should the estimates deviate appreciably from the actual tonnages transported.

(vi) In the event of such a reduction in concessions a concomitant reduction in concessions in respect of any labour shortfall is not also applied as provided for in (iv) above.

PROJECTS UNDER R3 MILLION

8. In the case of projects under R3 million no calculation of detailed cost disadvantages is made and the assistance available to such an industrialist is as described in 7 (b) (i) and (ii) above plus—

(a) an income tax deduction of 50 per cent of the actual wages paid to the workers in the factory (not management and White workers and not building and construction workers) and excluding the payments of any fringe benefits and contributions to statutory funds. This concession is calculated over a period of seven full financial years; and

(b) an income tax deduction of 30 per cent at 10 per cent per annum for three years of the value of the investment in plant and machinery initially and for subsequent approved expansions. In the case where an industrialist moves his factory to a decentralised area the 30 per cent concession is based on the original cost of new manufacturing equipment and the depreciated value for income tax purposes of the used machinery.

Indien bewyse van die Ontvanger van Inkomste voorgelê word ten effekte dat inkomstebelastingvermindering wat onder (a) en (b) hierbo toegestaan is nie deels of ten volle benut kan word nie mag enige bedrag wat nie benut is nie aan die nyweraar in kontant as 'n nie-belastbare inkomste-item uitbetaal word. Hierdie kontanttoelae is slegs van toepassing op daardie nywe- raars wie se konsessies na 30 Junie 1975 goedgekeur is.

9. Die moontlikheid bestaan dat 'n nyweraar in die toekoms sy eie grond en fabrieksgeboue mag verkry in plaas daarvan om in gehuurde geboue van die Venda Owerhede te werk. In so 'n geval mag lenings tot 80 persent van die waarde van grond en fabrieksgeboue teen 'n rentekoers wat tot 8 persent per jaar op die basiskoers gesubsidieer word vir 10 jaar toegestaan word as dit in Sibasa en Thohoyandou is en vir ander plekke soos bepaal mag word ooreenkomstig Artikel 1 (a) van die Ooreenkoms.

10. Aan alle nywe- raars, of hulle projekte onder of bo R3 miljoen is, kan die volgende addisionele hulp toegestaan word:

(a) Die voorsiening van behuising aan Blanke personeel in uitsonderlike gevalle deur die Venda Ont- wikkelingskorporasie Beperk teen 'n gesubsidieerde huurkoers van 6,75 persent per jaar van die koste van die wooneenheid tot 'n maksimum van R35 000 of as alternatief 'n maksimum lening van R26 000 per een- heid teen 'n gesubsidieerde rentekoers wat oor 20 jaar betaalbaar is. Die subsidie is 3,75 persent op die heer- sende bouverenigingskoers.

(b) Kompensasie deur 'n kontantskenking van aan- vaarbare koste-items (sien aangehegte skedule) wat betrokke is by die fisiese verskuiwing van die fabriek en personeel vanaf die PWV of Durban/Pinetown- gebied na Venda.

(c) 'n Spoorvrage- rabat van 40 persent op goedere wat in Venda vervaardig en daarvandaan na bestemmings in Venda, die Republiek van Suid-Afrika, Suidwes- Afrika, Transkei, Lesotho, Botswana of Bophutha- tswana of na Maputo gestuur word.

ALGEMEEN

11. (a) In Venda is die Venda Ontwikkelingskorporasie Bpk., nie onder enige verpligting om enige nyweraar op enige manier te help nie, terwyl onder die huidige skema in Suid-Afrika binne die Republiek (insluitende die nog afhanklike Swart state) die Rege- ring 'n verpligting aanvaar het om alle nywe- raars met projekte onder R3 miljoen op die basis uiteengesit in paragrawe 8, 9 en 10 hierbo te help.

(b) In alle gevalle waar dit uit ondersoek deur die verskillende Korporasies blyk dat die nyweraar minder as die bogenoemde finansiële hulp nodig het of waar die Korporasie besluit om finansiering nie in dieselfde mate as hierbo uiteengesit toe te staan nie sal kleiner bedrae beskikbaar gestel word.

(c) Waar die finansiering soos voorsien deur die Korporasie nie vir die volle 10 jaar benodig word nie, kan daardie gedeelte van die rentesubsidie wat nie benut is nie omgeskep word in 'n belastingverminde- ring.

(d) Eweneens, waar die volle finansieringsbedrag nie deur die Korporasie voorsien is nie kan die rentesubsidie op die balans van die finansiering waarop die nyweraar geregtig was omgeskakel word na 'n belastingverminde- ring.

(e) Rente- en huurkonsessies word bereken op die verskil tussen die werklike koerse betaalbaar en die basiskoers oor 'n tydperk van 10 jaar.

If proof from the Receiver is submitted to the effect that the income tax deduction due under (a) and (b) above cannot be utilised in part or in full any amount not utilised may be paid to the industrialist in cash as a non-taxable item of income. This cash grant is applicable only to those industrialists who had their concessions approved subsequent to 30 June 1975.

9. There is the possibility that at some time in the future an industrialist may acquire his own land and factory buildings instead of operating in leased build- ings provided by the Venda authorities. In this event loans for the acquisition of such land and factory buildings may be made available up to 80 per cent of the cost of the land and buildings at a rate of interest subsidised to the extent of 8 per cent per annum on the base rate for a period of 10 years, if it is at Sibasa and Thohoyandou and for other centres as may be determined in accordance with the provisions of Article 1 (a) of the Agreement.

10. All industrialists, whether the project is under or over R3 million may be granted the following addi- tional assistance:

(a) The provision of housing for White personnel in exceptional cases by the Venda Development Corpo- ration Limited at a subsidised rental rate of 6,75 per cent per annum on the cost of the housing unit to a maximum of R35 000 or alternatively a maximum loan of R26 000 per unit at a subsidised interest rate repayable over 20 years. The subsidy is 3,75 per cent on the ruling Building Society rates.

(b) Compensation by means of a cash grant of acceptable cost items (see schedule attached) related to the physical removal of the factory and personnel from the PWV or Durban/Pinetown areas to Venda.

(c) A railrage rebate of 40 per cent in respect of goods manufactured in Venda and despatched to des- tinations in Venda, the Republic of South Africa, South West Africa, Transkei, Lesotho, Botswana or Bophuthatswana, or to Maputo.

GENERAL

11. (a) In Venda the Venda Development Corpora- tion Limited is not under any obligation to assist any industrialist in any way whereas in the Republic (in- cluding the still dependent Black States) under the pre- sent scheme in South Africa the Government has accepted an obligation to assist all industrialists with projects under R3 million on the lines indicated above in paragraphs 8, 9 and 10.

(b) In all cases where it appears from the investiga- tions of the various Corporations that the industrialist requires less than the above-mentioned financial assist- ance or where the Corporations decide not to finance to the full extent as mentioned above, lesser amounts will be made available.

(c) Where the finance provided by the Corporation is not required for the full 10 years that portion of the interest subsidy which is not utilised may be con- verted into a tax deduction.

(d) Likewise where the full amount of the finance is not provided by the Corporation an interest subsidy on the balance of the finance to which the industrialist was entitled may be converted into a tax deduction.

(e) Interest and rental concessions are calculated on the difference between the actual rates payable and the base rate over a period of 10 years.

12. Enige eise ontvang deur die Suid-Afrikaanse Regering vanaf die Suid-Afrikaanse Spoorweë ten opsigte van spoorvragrabatte toegestaan op goedere afkomstig uit fabriek in Venda na onafhanklikheidswording sal verhaal word van die Regering van Venda.

SKEDULE

KONTANTSKENKINGS VIR VERSKUIWINGS-KOSTE

Waar 'n nyweraar sy fabriek in geheel of gedeeltelik vanaf die PWV of Durban/Pinetown-gebiede na Venda verskuif:

1. Sal hy by wyse van 'n kontantskenking teen die nodige aanvaarbare dokumentêre bewyslewing vergoed word vir sy onmiddellike en direkte uitgawes in verband met die fisiese verskuiwing van sy fabriek en personeel, insluitende personeel wat op enige plek in die Republiek of Suidwes-Afrika gewerf word vir diens in 'n gedentraliseerde nywerheid uitgesonderd personeel wat reeds by 'n gedentraliseerde nywerheid in diens is.

2. In die geval van nuwe nywerhede wat in Venda tot stand kom en wat personeel daarheen verskuif kan die koste van die verskuiwing van die personeel betaal word behalwe die koste van personeel wat reeds by 'n gedentraliseerde nywerheid in diens is.

3. Kortliks kom dit daarop neer dat die toelaatbare koste verbonde aan die aftakeling van uitrusting, die vervoer en herinstallering daarvan en die koste om die personeel en hul huishoudelike besittings na die gedentraliseerde gebied te vervoer met so 'n kontantskenking vergoed sal word.

4. Hieronder volg 'n uiteensetting van die uitgawes wat vir hierdie doel toelaatbaar of ontoelaatbaar is:

(a) Masjinerie en toerusting:

Toelaatbare uitgawes:

Koste verbonde aan die aftakeling van gebruikte fabrieksuitrusting, masjinerie en apparaat in die bestaande fabriek, die verpakking daarvan, die oplaai en vervoer daarvan na die nuwe fabriek, die aflaai en herinstallering daarvan.

Koste verbonde aan die omskakeling van elektriese motors en toerusting om aan te pas by die elektriese spanning by die nuwe fabriek.

Nie-toelaatbare uitgawes:

Vergoeding vir die stel en inloop van masjinerie.

Vervoerkoste en koste verbonde aan die oplaai, aflaai en installeer van nuwe masjinerie wat voor of ten tyde van die verskuiwing aangekoop word.

Spesiale fondamente of voetstukke vir toerusting en platforms (sodanige koste word as deel van die fabrieksbooukoste beskou).

(b) Verbruiksvoorrade, grondstowwe en halfklaarprodukte:

Toelaatbare uitgawes:

Eenmalige koste verbonde aan die verpakking, vervoer en aflaai van hierdie goedere.

Nie-toelaatbare uitgawes:

Tussentydse opberging- en hanteringskoste wat daaruit voortspruit.

Koste te wyte aan verdragings met verskuiwing.

(c) Voertuie van die firma:

Toelaatbare uitgawes:

Koste verbonde aan die verskuiwing van gebruikte firma voertuie in een rigting teen staatstarief.

12. Any claims received by the South African Government from the South African Railways in respect of railage rebates allowed on goods emanating from Venda factories after the attainment of independence will be recovered from the Venda Government.

SCHEDULE

CASH GRANTS FOR MOVING COSTS

Where an industrialist moves his complete factory or part thereof from the PWV or Durban/Pinetown area to Venda:

1. He will be compensated by means of a cash grant against the submission of acceptable documentary evidence for his immediate and direct costs in connection with the physical removal of his factory and personnel, including personnel recruited from any centre in the Republic of South Africa or South West Africa for employment in a decentralised industry excepting personnel who are already in the employment of a decentralised industry.

2. In the case of new industries established in Venda, who move personnel to this country the costs incurred in moving such personnel will be paid, except the cost of personnel who are already in the employment of a decentralised industry.

3. In short it means compensation in the form of a cash grant for the acceptable costs incurred in connection with the dismantling of plant, its transport and re-erection and the cost of transporting personnel and their household effects to the decentralised areas.

4. The items which are acceptable or otherwise for this purpose are set out below:

(a) Machinery and plant:

Acceptable items:

Costs connected with the dismantling of used factory plant, machinery and apparatus in the existing factory, the packing thereof, loading and transport to the new factory, unloading and re-installation.

Costs connected with the change-over of electric motors and equipment in order to adapt to the electric power at the new factory.

Non-acceptable items:

Compensation for the setting up and running-in of machinery.

Transport costs and costs of loading, unloading, and installation of new machinery acquired before or during the moving of the factory.

Special foundation bases for equipment and platforms. (Such costs are deemed part of the cost of factory construction).

(b) Consumable stores, raw materials and semi-finished products:

Acceptable items:

Non-recurring costs in connection with packing, transport, and the unloading of these goods.

Non-acceptable items:

Intermediate storage costs and handling charges arising therefrom.

Costs resulting from delays with moving.

(c) Vehicles of the firm:

Acceptable items:

Cost of moving used company vehicles in a single direction at Government tariff.

Nie-toelaatbare uitgawes:

Koste van voertuigbestuurders en van passasiers.

(d) Verskuiwing van personeel:

Toelaatbare uitgawes:

Die koste in verband met die vervoer van huishoudelike besittings in een rigting.

Die koste in verband met die verskuiwing van personeel se voertuie in een rigting teen staatstarief.

Waar personeel per trein reis die koste van die versending per spoor van die personeel se persoonlike voertuie in een rigting en van reiskaartjies vir die persoon en sy gesin in een rigting.

Nie-toelaatbare uitgawes:

Die koste van die vervoer van plante en troeteldiere.

Die koste verbonde aan die berging van huishoudelike besittings en hotelakkommodasie.

Die koste in verband met die verskuiwing van gesinne en huishoudelike besittings van personeel wat tydelik oorgeplaas word (byvoorbeeld vir opleidingsdoeleindes).

Koste verbonde aan die verskuiwing van depotpersoneel.

TENDERS VIR VERSKUIWINGSKOSTE

5. (a) Vergoeding vir verskuiwingskoste sal op die laagste van drie kwotasies gebaseer word. Die applikant moet ten minste drie kwotasies vir elke deel van die verskuiwing verkry.

(b) Indien die verskuiwing egter deur middel van die personeel, voertuie en toerusting onderneem word moet ouditsertifikate voorgelê word ter stawing van die kostes wat aangegaan is en dat die loonkoerse ens. wat geëis word betaal is. Die terugbetaling sal nie die laagste van drie kwotasies deur buitekontrakteurs oorskry nie.

INDIENING VAN EISE VIR VERSKUIWINGSKOSTE

6. Eise vir verskuiwingskoste moet by die Venda Ontwikkelingskorporasie Beperk ingedien word.

MINISTERIE VAN OMGEWINGSBEPLANNING EN ENERGIE**NOTAWISSELING RAKENDE NATUUR-
BEWARINGSORDONNANSIES**

Meneer die Hoofminister,

Ek het die eer om te verwys na onlangse samesprekings tussen verteenwoordigers van die Transvaalse Provinsiale Administrasie en die Departement van Landbou en Bosbou van Venda rakende die Natuur-bewaringsordonnansies van die Provinsies en die wysings daarvan.

As gevolg van hierdie samesprekings is dit die verstandhouding van my Regering dat eenvormige wetgewing en praktyke sover moontlik ingestel en toegepas behoort te word, veral met betrekking tot—

- (1) die invoer en uitvoer van inheemse wilde diere (insluitende voëls, visse en reptiele) en plante;
- (2) die invoer van uitheemse wilde diere (insluitende voëls, visse en reptiele) en plante; en

Non-acceptable items:

Costs of drivers and/or passengers.

(d) Moving of personnel:

Acceptable items:

Cost of transport of household effects in a single direction.

Cost of moving the vehicles of personnel in a single direction at Government tariff.

Where personnel travel by train the cost of railings their personal vehicles in a single direction and train fares for the person concerned and his family in a single direction.

Non-acceptable items:

The cost of transporting plants and pets.

The cost of storage of household effects and hotel accommodation.

The cost of moving families and household effects of personnel temporarily transferred (for example for training purposes).

Costs connected with the transfer of depot personnel.

TENDERS FOR MOVING COSTS

5. (a) Compensation for moving costs will be based on the lowest of three quotations. The applicant must obtain at least three quotations for each part of the move.

(b) Should the move, however, be undertaken by means of own staff, vehicles and equipment, audit certificates to the effect that the costs have been expended and that the rates of wages etc. claimed, have been paid, must be submitted. The reimbursement will not exceed the lowest of three quotations from outside contractors.

SUBMISSION OF CLAIMS FOR MOVING COSTS

6. Claims for moving costs must be submitted to the Venda Development Corporation Limited.

**MINISTRY OF ENVIRONMENTAL PLANNING
AND ENERGY****EXCHANGE OF NOTES CONCERNING NATURE
CONSERVATION ORDINANCES**

Mr Chief Minister,

I have the honour to refer to recent discussions between representatives of the Provincial Administration of the Transvaal and the Department of Agriculture and Forestry of Venda concerning the Nature Conservation Ordinance of the Provinces and the amendments thereto.

As a result of these discussions it is the understanding of my Government that uniform legislation and practices should be introduced and enforced as far as possible especially with relation to—

- (1) import and export of indigenous wild animals (including birds, fish and reptiles) and plants;
- (2) import of exotic wild animals (including birds, fish and reptiles) and plants; and the

(3) die invoer en uitvoer van bedreigde spesies van fauna en flora soos omskryf in die bylaes van die Konvensie oor Internasionale Handel in Bedreigde Spesies van Wilde Fauna en Flora.

Ten einde dit ten uitvoer te bring—

(a) mag geen aansoek om enige inheemse wilde diere (insluitende voëls, visse en reptiele) of enige inheemse plante in te voer, oorweeg word nie tensy sodanige aansoek vergesel gaan van 'n uitvoerpermit wat uitgereik is deur die Staatsdepartement wat vir natuurbewaringsaangeleenthede in die land van oorsprong verantwoordelik is;

(b) mag geen uitheemse wilde diere, insluitende voëls (uitsluitende hokvoëls), visse (uitsluitende sieren akwariumis) en reptiele in Venda of die provinsie Transvaal ingevoer word met die doel om hulle te teel of om hulle vry te laat of te vestig in die natuur sonder vooraf raadpleging tussen die Partye nie;

(c) moet die twee Regerings hulle streng hou aan die Artikels van die Konvensie oor Internasionale Handel in Bedreigde Spesies van Wilde Fauna en Flora rakende die invoer, uitvoer en deurvervoer van fauna en flora vermeld in die bylaes van bogemelde Konvensie.

By ontvangs van u antwoord waarin aangedui word dat die voorafgaande bepalings vir die Regering van Venda aanvaarbaar is, sal die Regering van die Republiek van Suid-Afrika hierdie Nota en u antwoord daarop ag 'n Ooreenkoms tussen ons twee Regerings oor die aangeleentheid uit te maak, welke Ooreenkoms op 13 September 1979 in werking tree.

Meneer die Hoofminister, aanvaar asseblief die versekering van my hoogste agting.

F. W. DE KLERK, Minister van Omgewingsbeplanning en Energie van die Republiek van Suid-Afrika.

OOREENKOMS TUSSEN DIE REGERING VAN VENDA EN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA BETREFFENDE WETENSKAPLIKE EN NYWERHEIDSNVORSING

AANHEF

Nademaal die Regering van Venda en die Regering van die Republiek van Suid-Afrika die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Regering van Venda en die Regering van die Republiek van Suid-Afrika begerig is om ekonomiese ontwikkeling in hulle onderskeie lande te bevorder en, ter bereiking van hierdie doel, saam te werk op die gebied van wetenskaplike en nywerheidsnavorsing; en

Met inagneming van die doelstellings en bevoegdhede van die Wetenskaplike en Nywerheidsnavorsingsraad soos uiteengesit in die Wet op die Wetenskaplike Navorsingsraad, 1962 (Wet 32 van 1962), soos gewysig, asook die hulpbronne en vermoëns van genoemde Wetenskaplike en Nywerheidsnavorsingsraad; en

Nademaal die Regering van Venda begerig is dat genoemde Wetenskaplike en Nywerheidsnavorsingsraad wetenskaplike en nywerheidsnavorsing in Venda onderneem kragtens 'n Bedryfsooreenkoms wat tussen hulle aangegaan sal word;

(3) import and export of endangered species of fauna and flora as described in the appendices to the Convention on International Trade in Endangered Species of Wild Fauna and Flora.

To carry this into effect—

(a) no application to import any indigenous wild animals (including birds, fish and reptiles) or any indigenous plants shall be considered unless such application is accompanied by an export permit from the country of origin, issued by the Governmental department responsible for nature conservation matters;

(b) no exotic wild animals, including birds (excluding cage-birds) fish (excluding ornamental and aquarium fishes) and reptiles shall be imported into Venda or the Province of Transvaal with the aim to breed them or to release or establish them in the wild without prior consultation between the parties;

(c) the two Governments shall strictly adhere to the Articles of the Convention on International Trade in Endangered Species of Wild Fauna and Flora concerning the import, export and intransit movements of fauna and flora appearing on the appendices of the above-mentioned Convention.

Upon receipt of your reply indicating that the foregoing provisions are acceptable to the Government of Venda, the Government of the Republic of South Africa will consider that this Note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on 13 September 1979.

Please accept, Mr Chief Minister, the assurance of my highest consideration.

F. W. DE KLERK, Minister of Environmental Planning and Energy of the Republic of South Africa.

AGREEMENT BETWEEN THE GOVERNMENT OF VENDA AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA RELATING TO SCIENTIFIC AND INDUSTRIAL RESEARCH

PREAMBLE

Whereas the Government of Venda and the Government of the Republic of South Africa recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of Venda and the Government of the Republic of South Africa are desirous of furthering economic development in their respective countries and to this end to co-operate in the fields of scientific and industrial research; and

Considering the objects and powers of the Council for Scientific and Industrial Research as set out in the Scientific Research Council Act, 1962 (Act 32 of 1962), as amended, as well as the resources and abilities of the said Council for Scientific and Industrial Research; and

Whereas the Government of Venda is desirous that the said Council for Scientific and Industrial Research undertakes scientific and industrial research in Venda in terms of an Operational Agreement to be entered into between them;

So is dit dat die Regering van Venda en die Regering van die Republiek van Suid-Afrika soos volg ooreenkom:

ARTIKEL 1

BETEKENIS VAN BEPAALDE UITDRUKKINGS

Vir die doel van hierdie Ooreenkoms en die Bedryfsooreenkoms wat hierin genoem word en wat as Bylae A hierby aangeheg is, beteken—

“WNNR” die Wetenskaplike en Nywerheidsnavorsingsraad;

“die Wet op die Wetenskaplike Navorsingsraad” die Wet op die Wetenskaplike Navorsingsraad, 1962 (Wet 32 van 1962), soos van tyd tot tyd gewysig.

ARTIKEL 2

WERKSAAMHEDE VAN DIE WNNR IN VENDA

(1) Die Regering van Venda boekstaaf dat hy verlang dat die WNNR, tydens die geldigheidsduur van hierdie Ooreenkoms, in Venda ooreenkomstig hierdie Ooreenkoms en die Bedryfsooreenkoms die dienste lewer en die funksies vervul wat by die Wet op die Wetenskaplike Navorsingsraad beoog word, en in die algemeen in Venda optree op dieselfde wyse, volgens dieselfde beginsels en regtens geregtig is op dieselfde regte, as dié wat in die Republiek van Suid-Afrika geld.

(2) Die Regering van die Republiek van Suid-Afrika boekstaaf dat sy Minister van Omgewingsbeplanning en Energie toestemming aan die WNNR verleen het om 'n Bedryfsooreenkoms met die Regering van Venda aan te gaan om die dienste te lewer en die funksies te vervul soos in subartikel (1) hiervan bedoel, en verbind hom daartoe om toe te sien dat die WNNR die bepalings van hierdie Ooreenkoms en die Bedryfsooreenkoms nakom en om die nodige bystand te verleen om die WNNR in staat te stel om dit te doen.

(3) Die Regering van Venda verbind hom daartoe om die WNNR toegang tot Venda te verleen om hom in staat te stel om die dienste te lewer of die funksies te vervul wat van hom verlang word en wat hy kragtens wet gemagtig is om te vervul; en verbind hom voorts om die hulp of die middele wat nodig is of wat nodig kan word, te verleen en te verskaf ten einde die WNNR in staat te stel om die bepalings van hierdie Ooreenkoms en die Bedryfsooreenkoms na te kom.

ARTIKEL 3

Die Bedryfsooreenkoms tussen die Regering van Venda en die WNNR maak deel uit van hierdie Ooreenkoms en moet daarmee saamgelees word:

Met dien verstande dat, in die geval van strydige vertolking van hierdie Ooreenkoms en die Bedryfsooreenkoms, die bepalings van hierdie Ooreenkoms deurslaggewend is.

ARTIKEL 4

INWERKINGTREDING EN BEEÏNDIGING VAN OOREENKOMS

(a) Hierdie Ooreenkoms tree in werking op 13 September 1979 en kan deur enigeen van die twee Partye opgesê word deur ses maande skriftelike kennis van beëindiging aan die ander Party langs die diplomatieke kanaal te gee.

Now, therefore, the Government of Venda and the Government of the Republic of South Africa agree as follows:

ARTICLE 1

MEANING OF SPECIFIC EXPRESSIONS

For the purpose of this Agreement and the Operational Agreement herein referred to and which is annexed hereto as Annexure A—

“CSIR” means the Council for Scientific and Industrial Research;

“Scientific Research Council Act” means the Scientific Research Council Act, 1962 (Act 32 of 1962), as amended from time to time.

ARTICLE 2

CSIR TO OPERATE IN VENDA

(1) The Government of Venda records that it desires CSIR to render the services and perform the functions envisaged by the Scientific Research Council Act within Venda in accordance with this Agreement and the Operational Agreement, and in general to operate within Venda in the same manner, on the same principles and in law to be entitled to the same rights as those applicable within the Republic of South Africa as long as this Agreement remains in force.

(2) The Government of the Republic of South Africa records that its Minister of Environmental Planning and Energy has granted permission to CSIR to enter into an Operational Agreement with the Government of Venda to render the services and perform the functions contemplated in subarticle (1) hereof, and undertakes to ensure that CSIR will carry out the terms of this Agreement and the Operational Agreement, and to provide such assistance as may be necessary to enable CSIR to do so.

(3) The Government of Venda undertakes to grant CSIR access to Venda to enable it to render such services or to perform such functions as may be required of it and as it is by law empowered to perform; and furthermore undertakes to provide such assistance or means as may be or may become necessary to enable CSIR to carry out the terms of this Agreement and the Operational Agreement.

ARTICLE 3

The Operational Agreement between the Government of Venda and the CSIR shall form part of and be read with this Agreement:

Provided that in the case of any conflict in the interpretation of this Agreement and the Operational Agreement, the provisions of this Agreement shall prevail.

ARTICLE 4

COMING INTO FORCE AND TERMINATION OF THE AGREEMENT

(a) This Agreement shall enter into force on 13 September 1979 and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

F. W. DE KLERK, Minister van Omgewingsbeplanning en Energie.

Namens die Regering van die Republiek van Suid-Afrika.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA BETREFFENDE FISIESE BEPLANNING

AANHEF

Nademaal die Regering van Venda en die Regering van die Republiek van Suid-Afrika die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Regering van Venda en die Regering van die Republiek van Suid-Afrika begerig is om beplande fisiese ontwikkeling in hul onderskeie lande nie oor hul gemeenskaplike grens heen te bevorder en, ter bereiking van hierdie doel, saam te werk op die gebied van fisiese beplanning; en

Nademaal die Regering van Venda begerig is dat beamptes van die Regering van die Republiek van Suid-Afrika die Regering van Venda moet bystaan en van advies moet dien ten opsigte van fisiese beplanning in Venda;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Gedagtig aan die moontlike nadelige uitwerking op die benutting van grond wat kan voortspruit uit ongekoördineerde fisiese ontwikkeling wat langs 'n gemeenskaplike grens in 'n buurstaat voorkom, moet daar noue skakeling en samewerking tussen die Regering van Venda en die Regering van die Republiek van Suid-Afrika wees in alle aangeleenthede rakende die beoogde fisiese beplanning en ontwikkeling vir gebiede aan die gemeenskaplike grens.

ARTIKEL 2

Die Regering van Venda boekstaaf dat hy verlang dat die Regering van die Republiek van Suid-Afrika, en die Regering van die Republiek van Suid-Afrika boekstaaf dat hy binne redelike perke van sy hulpbronne en fasiliteite en van kostes, die Regering van Venda sal bystaan en van advies dien in sake rakende fisiese beplanning.

ARTIKEL 3

Ten einde beplande fisiese ontwikkeling in hul onderskeie grondgebiede te bevorder, kom die Regering van die Republiek van Suid-Afrika en die Regering van Venda ooreen om 'n gesamentlike koördineringskomitee so gou doenlik nadat Venda onafhanklik geword het, in die lewe te roep.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

F. W. DE KLERK, Minister of Environmental Planning and Energy.

For the Government of the Republic of South Africa.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO PHYSICAL PLANNING

PREAMBLE

Whereas the Government of Venda and the Government of the Republic of South Africa recognise the friendly relations existing between the two Government and their peoples; and

Whereas the Government of Venda and the Government of the Republic of South Africa are desirous of furthering planned physical development in their respective countries and across their common border, and to this end to co-operate in the field of physical planning; and

Whereas the Government of Venda is desirous that officials of the Government of the Republic of South Africa should provide assistance with and advice on physical planning in Venda, to the Government of Venda;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

Bearing in mind the possible detrimental effect on the utilisation of land that might result from uncoordinated physical development taking place adjacent to a common border in a neighbouring country, there shall be close liaison and co-operation between the Government of Venda and the Government of the Republic of South Africa on all matters of physical planning and development envisaged for areas adjacent to the common border.

ARTICLE 2

The Government of Venda records that it desires the Government of the Republic of South Africa to, and the Government of the Republic of South Africa records that it will within the reasonable limits of its resources, facilities and of costs, provide assistance with and advice on matters of physical planning to the Government of Venda.

ARTICLE 3

In order to promote planned physical development in their respective territories, the Government of the Republic of South Africa and the Government of Venda agree to establish a joint co-ordinating committee, as soon as possible after Venda becomes independent.

ARTIKEL 4

(a) Hierdie Ooreenkoms tree in werking op 13 September 1979 en kan deur enigeen van die twee Partye opgesê word deur drie maande skriftelike kennis van beëindiging aan die ander Party langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

F. W. DE KLERK, Minister van Omgewingsbeplanning en Energie.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

AANHANGSEL A

BEDRYFSOOREENKOMS

aangegaan deur en tussen

DIE WETENSKAPLIKE EN NYWERHEID-NAVORSINGSRAAD,

hierin verteenwoordig deur CHRISTIAAN VAN DER MERWE BRINK in sy hoedanigheid van President van die WNNR,

en

DIE REGERING VAN VENDA,

hierin verteenwoordig deur PATRICK RAMAANO MPHEPHU in sy hoedanigheid van Hoofminister van Venda (hieronder "die Regering van Venda" genoem):

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda met mekaar beraadslaag het en met mekaar ooreengekom het dat dit ekonomies en andersins voordelig vir albei hulle onderskeie lande sal wees dat wetenskaplike en nywerheidsnavorsing in albei lande onderneem en uitgevoer word deur die WNNR, en dienooreenkomstig die WNNR versoek het om sodanige navorsing ook in Venda te onderneem en uit te voer op voorwaardes vollediger geboekstaaf in 'n Ooreenkoms geteken deur genoemde Regering op die 13de dag van Augustus 1979 (hieronder die "Hofooreenkoms" genoem);

En nademaal die WNNR tot sodanige versoek ingestem het en gewillig is om in Venda te werk op voorwaardes geboekstaaf in die Hofooreenkoms en hierdie Ooreenkoms;

So is dit dat die WNNR en die Regering van Venda soos volg ooreenkom:

(1) Die Regering van Venda boekstaaf dat hy verlang dat die WNNR, en die WNNR boekstaaf dat hy gewillig is om, tydens die geldigheidsduur van die Hofooreenkoms, in Venda ooreenkomstig die Hofooreenkoms en hierdie Ooreenkoms die dienste te lewer en die funksies te vervul wat deur die Wet op die Wetenskaplike Navorsingsraad beoog word.

ARTICLE 4

(a) This Agreement shall enter into force on 13 September 1979 and may be terminated by either Party giving three month's written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

F. W. DE KLERK, Minister of Environmental Planning and Energy.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

ANNEXURE A

OPERATIONAL AGREEMENT

entered into by and between

THE COUNCIL FOR SCIENTIFIC AND INDUSTRIAL RESEARCH

herein represented by CHRISTIAAN VAN DER MERWE BRINK in his capacity as President of the CSIR

and

THE GOVERNMENT OF VENDA

herein represented by PATRICK RAMAANO MPHEPHU in his capacity as Chief Minister of Venda (hereinafter referred to as "the Government of Venda");

Whereas the Government of the Republic of South Africa and the Government of Venda have consulted together and have agreed that it will economically and otherwise be beneficial to both their respective countries that scientific and industrial research in both countries be undertaken and carried out by CSIR, and have accordingly requested CSIR to undertake and carry out such research also in Venda on terms more fully recorded in an Agreement signed by the said Government on the 13th day of August 1979 (hereinafter referred to as the "Main Agreement");

And whereas CSIR has consented to such request and is willing to operate in Venda on terms recorded in the Main Agreement and this Agreement;

Now, therefore, the CSIR and the Government of Venda agree as follows:

(1) The Government of Venda records that it desires CSIR, and CSIR records that it is willing, to render the services and to perform the functions envisaged by the Scientific Research Council Act, within Venda in accordance with the Main Agreement and this Agreement as long as the Main Agreement remains in force.

(2) Vir enige diens beoog in die Wet op die Wetenskaplike Navorsingsraad het die Regering van Venda, met inbegrip van enige departement daarvan, of enige liggaam beheer deur die Regering van Venda, enige plaaslike owerheid of ander openbare liggaam en enige ander privaatpersoon in Venda die reg om by die WNNR aan te klopf: Met dien verstande dat die bedinge en voorwaardes waarop die WNNR sodanige dienste mag onderneem, dié is waarop onderling ooreengekom word tussen die WNNR en die persoon (met inbegrip van die Regering of Administrasie) aan wie die dienste gelewer gaan word.

(3) Die Regering van Venda moet 'n senior beampte in sy diens aanwys om as Wetenskaplike Skakelbeampte tussen hom en die WNNR op te tree en om die funksies te vervul en om die stappe te doen wat regtens vir die behoorlike en suksesvolle uitvoering van hierdie Ooreenkoms in Venda nodig mag wees.

(4) Die aanstelling, ontslag en diensvoorwaardes van personeel in die WNNR se diens, hetsy binne of buite Venda gestasioneer, is die verantwoordelikheid en val binne die uitsluitende diskresie van die WNNR.

(5) Die Regering van Venda moet aan die WNNR al die nodige bystand verleen by die uitreiking van permitte of ander magtigings vir personeel en vir voertuie en vir toerusting om Venda binne te gaan om die WNNR in staat te stel om die dienste te lewer en om die funksies te vervul wat deur hierdie Ooreenkoms gedek word.

(6) Die WNNR boekstaaf sy gewilligheid om, as die Regering van Venda verlang dat hy dit moet doen, binne die redelike perke van sy middele, fasiliteite en van koste, burgers van Venda op te lei in werk verbonde aan wetenskaplike of nywerheidsnavorsing waarby die WNNR in Venda betrokke is, en om, volgens die WNNR se diskresie en vir sover hulle kwalifikasies en persoonlike eienskappe dit toelaat, burgers van Venda in diens te neem.

(7) Die WNNR kan konsultante en kontrakteurs aanstel om werk vir hom binne Venda te verrig, en die Regering van Venda stem in dat aan sodanige konsultante en kontrakteurs en hulle werksmense dieselfde behandeling en fasiliteite verleen sal word as dié wat aan die WNNR en sy eie werksmense verleen word.

Aldus gedoen en geteken te Pretoria op hede die 13de dag van Augustus 1979.

C. v. d. M. BRINK.

Vir die Wetenskaplike en Nywerheidsnavorsingsraad.

P. R. MPHEPHU.

Vir die Regering van Venda.

MEMORANDUM VAN OOREENKOMS

aangegaan deur en tussen

DIE WETENSKAPLIKE EN NYWERHEID-
NAVORSINGSRAAD

(hieronder "die WNNR" genoem)

en

DIE REGERING VAN VENDA

(hieronder "die Regering" genoem)

Nademaal die WNNR en die Regering op 13 Augustus 1979, 'n Bedryfsooreenkoms aangegaan en geteken het waarvolgens die Regering die reg het om by die WNNR aan te klopf om sekere dienste te verrig op bedinge en voorwaardes waaroor onderling ooreengekom word; en

(2) For any service envisaged in the Scientific Research Council Act the Government of Venda, including any department thereof, or any body controlled by the Government of Venda, any local authority or other public body and any other private person in Venda shall have the right to call upon CSIR, on the understanding that the terms and conditions on which CSIR may undertake such services shall be such as may be mutually agreed upon between CSIR and the person (including any Government or Administration) to whom the services are to be rendered.

(3) The Government of Venda shall designate a senior officer in its service to act as Scientific Liaison Officer between it and CSIR and to perform such functions and take such steps as may in law be necessary for the due and successful implementation of this Agreement in Venda.

(4) The appointment, discharge and conditions of employment of personnel in CSIR's service, whether stationed outside or within Venda, shall be the responsibility and in the sole discretion of CSIR.

(5) The Government of Venda shall provide all necessary assistance to CSIR in the issue of permits or other authorisations for personnel and for vehicles and for equipment to enter Venda to enable CSIR to render the services and to perform the functions covered by this Agreement.

(6) CSIR records its willingness, if the Government of Venda desires it to do so, and within the reasonable limits of its resources, facilities and of costs, to train citizens of Venda in work connected with scientific or industrial research in which CSIR may be engaged in Venda and, in CSIR's discretion and as far as their qualifications and personal attributes warrant, to employ citizens of Venda.

(7) CSIR may employ consultants and contractors to do work for it within Venda and the Government of Venda agrees that such consultants and contractors and their employees will be afforded the same treatment and facilities as are afforded to CSIR and its own employees.

Thus done and signed at Pretoria this 13th day of August 1979.

C. v. d. M. BRINK.

For the Council for Scientific and Industrial Research.

P. R. MPHEPHU.

For the Government of Venda.

MEMORANDUM OF AGREEMENT

entered into by and between

THE COUNCIL FOR SCIENTIFIC AND
INDUSTRIAL RESEARCH

(hereinafter referred to as "the CSIR")

and

THE GOVERNMENT OF VENDA

(hereinafter referred to as "the Government")

Whereas the CSIR and the Government have entered into an Operational Agreement, signed on 13 August 1979 in terms of which the Government has the right to call upon the CSIR to undertake certain services upon terms and conditions as may be mutually agreed upon; and

Nademaal die Regering nou die WNNR versoek het om sekere wetenskaplike navorsing te onderneem en om in verband daarmee water- en rioolsuiweringsoperateurs op te lei en om toesig oor hulle te hou en om laboratoriumpersoneel te beheer; en

Nademaal die WNNR gewillig is om so 'n opdrag deur sy Nasionale Instituut vir Waternavorsing, hieronder die NIWN genoem, uit te voer;

So is dit dat die WNNR en die Regering soos volg kontrakteer en ooreenkom:

1. VERPLIGTINGE VAN DIE NIWN.

1.1 Personeel werf en aanstel op sy diensstaat, wat hy nodig ag vir die vervulling van sy funksies ingevolge hierdie Ooreenkoms, en wat, waar moontlik, burgers van Venda moet wees.

1.2 Bystand verleen by die opleiding van operateurs en laboratoriumwerkers deur die Regering aangestel onderskeidelik vir water- en rioolsuiweringswerke en laboratoria by sodanige werke.

1.3 Die doeltreffende uitvoering van sodanige werke en laboratoria moniteer.

1.4 Die Regering adviseer oor die ontwerp en oprigting van water- en rioolsuiweringswerke en laboratoria by sodanige werke.

1.5 Navorsings- en ontwikkelingsprojekte uitvoer wat deur die Loodskomitee in Klousule 3 genoem, aanbeveel en deur die Regering goedgekeur word.

1.6 Alle wetenskaplike toerusting, verbruikbare voorrade en vervoerfasiliteite voorsien wat deur sy personeel benodig word vir die uitvoering van hierdie Ooreenkoms.

1.7 Navorsings- en jaarverslae aan die Loodskomitee voorlê vir oorweging en deursending aan die Regering.

1.8 Jaarliks 'n begroting vir die uitvoering van die navorsings- en ontwikkelingsprojekte genoem in 1.5 aan die Loodskomitee voorlê vir oorweging en deursending aan die Regering vir goedkeuring.

2. VERPLIGTINGE VAN DIE REGERING.

Die Regering moet—

2.1 gratis aan die WNNR geskikte laboratorium- en kantoorakkommodasie verskaf, met inbegrip van los en vaste toebehore, vereis vir die uitvoering van hierdie Ooreenkoms, aanvanklik by Phiphidi;

2.2 'n paslik gekwalifiseerde persoon aanstel vir verdere opleiding deur die NIWN om toesig te hou oor die watersuiweringswerk by Phiphidi en om toetse en analyses uit te voer op monsters versamel deur die NIWN by ander riool- en watersuiweringswerke;

2.3 aan die WNNR direk by Scientia, Meiring Naudéstraat, Posbus 395, Pretoria, 0001, 'n bedrag deur die Regering goedgekeur soos in Klousule 1.8 beoog, jaarliks vooruit betaal;

2.4 skoonmaak- en instandhoudingsdienste verskaf by die laboratorium- en kantoorakkommodasie genoem in Klousule 2.1;

2.5 ten opsigte van personeel van die WNNR wat ingevolge hierdie Ooreenkoms aangestel is en wat permanent in Venda gestasioneer is—

2.5.1 geskikte vrye behuising verskaf;

2.5.2 hulle vrystel van belasting op emolumente deur die WNNR betaal en enige ander inkomste verkry uit 'n bron buite Venda;

2.5.3 aan hulle die reg verleen om geld uit bankrekenings wat hulle in Venda het, na die Republiek van Suid-Afrika oor te plaas;

Whereas the Government has now requested the CSIR to undertake certain scientific research and in connection therewith to train and supervise water and sewage purification operators and control laboratory staff; and

Whereas the CSIR is prepared to accept such a commission through its National Institute for Water Research, hereinafter referred to as the NIWR;

Now, therefore, the CSIR and the Government hereby contract and agree as follows:

1. OBLIGATIONS OF THE NIWR.

1.1 Recruit and appoint to its staff, personnel deemed necessary for the fulfilment of its functions under this Agreement, who shall, where possible, be citizens of Venda.

1.2 Assist in the training of operators and laboratory workers appointed by the Government, for water and sewage purification plants and laboratories at such works respectively.

1.3 Monitor the efficient operations of such works and laboratories.

1.4 Advise the Government on the design and erection of water and sewage purification works and laboratories at such works.

1.5 Undertake research and development projects recommended by the Steering Committee referred to in Clause 3 and approved by the Government.

1.6 Provide all scientific equipment, consumable stores and transport facilities required by its staff for the execution of this Agreement.

1.7 Submit research and annual reports to the Steering Committee for consideration and transmission to the Government.

1.8 Submit annually a budget to carry out the research and development projects mentioned in 1.5 to the Steering Committee for consideration and submission to the Government for approval.

2. OBLIGATIONS OF THE GOVERNMENT.

The Government shall—

2.1 provide the CSIR, free of charge, with suitable laboratory and office accommodation, including fixtures and fittings, required for the purpose of carrying out this Agreement, initially at Phiphidi;

2.2 appoint a suitably qualified person for further training by NIWR to supervise the water purification works at Phiphidi and to carry out tests and analysis on samples collected by NIWR at other sewage and water purification plants;

2.3 pay to the CSIR directly at Scientia, Meiring Naudé Street, P.O. Box 395, Pretoria, 0001, annually in advance, an amount approved by the Government as contemplated in Clause 1.8;

2.4 provide cleaning and maintenance services to the laboratory and office accommodation referred to in Clause 2.1;

2.5 in respect of personnel of the CSIR employed in terms of this Agreement, and who are permanently stationed in Venda—

2.5.1 provide suitable free housing;

2.5.2 exempt them from taxation on emoluments paid by the CSIR and any other income derived from a source outside Venda;

2.5.3 accord them the right to transfer money from banking accounts maintained by them in Venda to the Republic of South Africa;

2.5.4 hulle repatriasie en dié van hulle gesinne vergemaklik in geval van burgerlike onluste of 'n ander krisis;

2.5.5 aan hulle immuniteit teen kriminele vervolging verleen, asook vrywaring teen siviele aanspreeklikheid ten opsigte van woorde gespreek of geskryf en alle dinge deur hulle gedoen in die loop van hulle amptelike pligte: Met dien verstande dat die Regering van die Republiek van Suid-Afrika in 'n geskikte geval afstand kan doen van sodanige immuniteit of vrywaring.

3. LOODSKOMITEE.

'n Loodskomitee (hieronder "die Komitee" genoem) moet saamgestel word om toesig te hou oor die uitvoering van hierdie Ooreenkoms. Die Komitee moet ook dien as skakel tussen die Regering en die WNNR en moet minstens een keer per jaar bymekaar kom op 'n tyd en plek onderling ooreengekom deur die kontrakterende partye. Die Komitee bestaan uit die volgende lede:

Voorsitter: Word deur die Regering aangestel.

Gewone lede: Drie verteenwoordigers van die Regering deur hom aangestel. Drie verteenwoordigers van die WNNR deur hom aangestel.

Sekretariaat: Word deur die NIWN voorsien.

Addisionele lede kan gekoöpteer word deur onderlinge ooreenkoms tussen die kontrakterende partye.

3.1 Funksies van die Komitee:

Die Komitee moet—

3.1.1 aanbevelings doen oor enige watervnavorsingsprogram of ontwikkelingsprojek deur die WNNR onderneem te word, en dit aan die Regering voorlê vir goedkeuring;

3.1.2 'n begroting genoem in Klousule 1.8 oorweeg en dit aan die Regering voorlê vir goedkeuring;

3.1.3 die navorsings- en jaarverslae oorweeg en dit aan die Regering voorlê;

3.1.4 toesien dat aan navorsings- en ontwikkelingsprojekte van toepassing op die behoeftes van Venda voorkeur gegee word en dat voorsiening gemaak word vir die ontwikkeling en opleiding van personeel.

4. VERSLAE EN PUBLIKASIES.

4.1 Alle navorsingsverslae is die eiendom van die Regering en kan gebruik word na goeddunke, behalwe dat, ingeval die verslag gepubliseer word—

4.1.1 dit in sy geheel gepubliseer moet word; of

4.1.2 waar 'n uittreksel of opsomming gepubliseer word, die teks van die uittreksel of opsomming aan die WNNR voorgelê moet word vir goedkeuring voordat dit gepubliseer word.

4.2 Enige data van wetenskaplike belang wat sy oorsprong vind in die werk gedoen ingevolge hierdie Ooreenkoms en wat die WNNR graag wil publiseer, mag deur die WNNR gepubliseer word slegs met behoorlike erkenning aan en met die goedkeuring van die Regering.

5. DUUR VAN DIE OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum waarop dit deur albei Partye onderteken word en kan, behoudens die bepalinge van Klousule 7, beëindig word deur onderlinge ooreenkoms of deur ses maande skriftelike kennisgewing deur die een of die ander van die kontrakterende Partye.

2.5.4 facilitate the repatriation of them and their families in the event of civil commotion or other crisis;

2.5.5 grant them immunity from criminal prosecution and indemnity against civil liability in respect of words spoken or written and all acts performed by them in the course of their official duties: Provided that the Government of the Republic of South Africa may waive such immunity or indemnity in an appropriate case.

3. STEERING COMMITTEE.

A Steering Committee (hereinafter referred to as "the Committee") shall be constituted to supervise the carrying out of this Agreement. The Committee shall also serve as liaison between the Government and the CSIR and shall meet at least once a year at a time and venue mutually agreed upon by the contracting parties. The Committee shall consist of the following members:

Chairman: To be appointed by the Government.

Ordinary members: Three representatives of the Government appointed by it. Three representatives of the CSIR appointed by it.

Secretariat: Shall be provided by the NIWR.

Additional members may be co-opted by mutual agreement between the contracting parties.

3.1 Functions of the Committee:

The Committee shall—

3.1.1 make recommendations as to any water research programme or development project to be undertaken by the CSIR and submit the same to the Government for approval;

3.1.2 consider any budget referred to in Clause 1.8 and submit the same to the Government for approval;

3.1.3 consider the research and annual reports, and submit the same to the Government;

3.1.4 ensure that research and development projects applicable to the needs of Venda are given priority, and that development and training of personnel are catered for.

4. REPORTS AND PUBLICATIONS.

4.1 All research reports shall be the property of the Government and may be used as thought fit, except that, in the event of any report being published—

4.1.1 it shall be published as a whole; or

4.1.2 where an extract or summary is to be published, the text of the extract or summary shall be submitted to the CSIR for approval prior to publication.

4.2 Any data of scientific significance arising from work done in terms of this Agreement which the CSIR may wish to publish, may be published by the CSIR only with due acknowledgement to and the approval of the Government.

5. DURATION OF AGREEMENT.

This Agreement shall take effect on the date on which it is signed by both Parties and may, subject to the provisions of Clause 7, be terminated by mutual agreement or by six months' written notification by either of the contracting Parties.

6. KAPITAALTOERUSTING.

Alle kapitaaltoerusting gekoop deur die WNNR met geld verskaf deur die Regering (kyk Klousule 1.8) is die eiendom van die Regering.

7. WYSIGINGS.

Enige wysigings aan die bedinge en voorwaardes van hierdie Ooreenkoms moet skriftelik geboekstaaf word.

8. ADRESSE.

Vir alle doeleindes van hierdie Ooreenkoms is die adres van die Regering, Die Regering van Venda, Thohoyandau, Venda, en die adres van die WNNR is Scientia, Meiring Naudéstraat, Posbus 395, Pretoria, 0001.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

C. v. d. M. BRINK, President.

Vir die Wetenskaplike en Nywerheidnavorsingsraad.

P. R. MPHEPHU, Hoofminister.

Vir die Regering van Venda.

MINISTERIE VAN ONDERWYS, KUNS EN WETENSKAP

OOREENKOMS AANGEGAAN TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR DIE BASIESE VOORWAARDES BETREFFENDE DIE VERSKAFFING VAN HULP OP ONDERWYSGEBIED DEUR DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA DEUR SY DEPARTEMENT VAN ONDERWYS EN OPLEIDING AAN DIE REGERING VAN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hul mense bestaan; en

Nademaal die Regering van die Republiek van Suid-Afrika, in die lig van die voordele wat deur noue samewerking verkry kan word, gewillig is om hulp in sekere onderwysaangeleenthede aan die Regering van Venda te verleen; en

Nademaal dit wenslik is om die samewerking en die lewering van sodanige hulp te formaliseer;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Regering van die Republiek van Suid-Afrika stel aan die Regering van Venda eksamenfasiliteite beskikbaar op dieselfde basis as vir skole in die Republiek van Suid-Afrika en soos onderling ooreengekom.

Sodanige fasiliteite sluit ook in die verskaffing aan die Regering van Venda van sillabusse op alle vlakke, onderwysersgidse, lysste van toerusting en lysste van voorgeskrewe werke en handboeke.

ARTIKEL 2

Om die bystand uiteengesit in Artikel 1 te vergemaklik, verleen die Regering van die Republiek van Suid-Afrika aan die Regering van Venda verteenwoordiging in die verskillende professionele liggame verbonde aan die onderwys, soos onderling ooreengekom.

6. CAPITAL EQUIPMENT.

All capital equipment purchased by the CSIR from funds provided by the Government (refers Clause 1.8), shall be, the property of the Government.

7. AMENDMENTS.

Any amendments to the terms and conditions of this Agreement shall be recorded in writing.

8. ADDRESSES.

For all purposes of this Agreement the addresses of the Government shall be The Government of Venda, Thohoyandou, Venda, and the address of the CSIR shall be Scientia, Meiring Naudé Street, P.O. Box 395, Pretoria, 0001.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

C. v. d. M. BRINK, President.

For the Council for Scientific and Industrial Research.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

MINISTRY OF EDUCATION, ARTS AND SCIENCE

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA ON THE BASIC CONDITIONS GOVERNING THE PROVISION OF AID IN EDUCATIONAL MATTERS BY THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA THROUGH ITS DEPARTMENT OF EDUCATION AND TRAINING TO THE GOVERNMENT OF VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas in view of the benefits to be derived from closed co-operation the Government of the Republic of South Africa is willing to render assistance in certain educational matters to the Government of Venda; and

Whereas it is desirable to formalise co-operation and the rendering of such assistance;

Now therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The Government of the Republic of South Africa shall make available examination facilities to the Government of Venda on the same basis as for schools in the Republic of South Africa and as mutually agreed upon.

Such facilities shall also include the provision to the Government of Venda of syllabuses at all levels, teachers' guides, equipment lists and lists of prescribed networks and textbooks.

ARTICLE 2

In order to facilitate the assistance outlined in Article 1 the Government of the Republic of South Africa shall accord to the Government of Venda representation on the various professional bodies connected with education in a manner mutually agreed upon.

Die Regering van Venda verleen aan die Regering van die Republiek van Suid-Afrika die voorreg om verteenwoordigers aan te stel in die onderskeie professionele liggame wat daargestel is deur die Regering van Venda, soos onderling ooreengekom.

ARTIKEL 3

Onderwyspersoneel en onderwysadviseurs word aan die Regering van Venda gesekondeer kragtens die OOREENKOMS MET BETREKKING TOT DIE BASIESE VOORWAARDES BETREFFENDE DIE VERSKAFFING VAN TEGNIESE EN ADMINISTRATIEWE PERSONEEL DEUR DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA AAN DIE REGERING VAN VENDA, soos aangegaan deur die twee onderskeie Regerings.

ARTIKEL 4

Die Regering van die Republiek van Suid-Afrika stel aan die Regering van Venda die dienste van inspekteurs beskikbaar om hulp te verleen met die inspekteer en beheer van spesiale skole in Venda, soos onderling ooreengekom.

ARTIKEL 5

Die Regering van die Republiek van Suid-Afrika stel aan die Regering van Venda die dienste van deskundige personeel beskikbaar om deskundige raad te gee met betrekking tot opvoedkundige aangeleenthede, soos onderling ooreengekom.

ARTIKEL 6

Die Regering van Venda verleen aan die Regering van die Republiek van Suid-Afrika, ten einde gekoördineerde ontwikkeling van die Venda taal te verseker, die reg om twee verteenwoordigers in die Venda-taalraad wat deur die Regering van Venda daargestel is, aan te stel, en laat ook die Regering van die Republiek van Suid-Afrika toe om gebruik te maak van die fasiliteite van hierdie Raad.

ARTIKEL 7

Die Regering van die Republiek van Suid-Afrika staan die Regering van Venda by in die beplanning en daarstelling van 'n Sielkundige Dienste-afdeling en stel tot 31 Maart 1980 aan die Regering van Venda sodanige gestandaardiseerde toetse kosteloos beskikbaar as wat die Regering van Venda nodig het vir gebruik in verband met sy Sielkundige Dienste.

ARTIKEL 8

Die indiensopleidingsfasiliteite vir onderwysers by die Indiensopleidingsentra van die Regering van die Republiek van Suid-Afrika is beskikbaar aan persone in die onderwysdiens van die Regering van Venda.

ARTIKEL 9

Die Regering van die Republiek van Suid-Afrika verleen, soos onderling ooreengekom, sodanige tegniese hulp as wat die Regering van Venda nodig het ten einde jaarlikse onderwysstatistieke op te stel vir publikasie in die Jaarverslag van die Venda-onderwysdepartement.

The Government of Venda shall accord to the Government of the Republic of South Africa the privilege of appointing representatives on the various professional bodies established by the Government of Venda, as may be mutually agreed upon.

ARTICLE 3

Teaching staff and education advisers shall be seconded to the Government of Venda in terms of the AGREEMENT RELATING TO THE BASIC CONDITIONS GOVERNING THE PROVISION OF TECHNICAL AND ADMINISTRATIVE PERSONNEL BY THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA TO THE GOVERNMENT OF VENDA entered into between the two respective Governments.

ARTICLE 4

The Government of the Republic of South Africa shall make available to the Government of Venda the services of inspectors to assist in the inspection and control of special schools in Venda, as may be mutually agreed upon.

ARTICLE 5

The Government of the Republic of South Africa shall make available to the Government of Venda the services of specialist personnel to render specialist advice on any matter in connection with education as may be mutually agreed upon.

ARTICLE 6

The Government of Venda shall allow the Government of the Republic of South Africa to appoint two representatives on the Venda Language Board established by the Government of Venda and shall also allow the Republic of South Africa to make use of the facilities of this Board to ensure co-ordinated development of the Venda Language.

ARTICLE 7

The Government of the Republic of South Africa shall assist the Government of Venda in the planning and establishment of a Psychological Services Section and shall make available to the Government of Venda up to 31 March 1980, free of charge, such standardised tests as the Government of Venda may require for use in conjunction with its Psychological Services.

ARTICLE 8

The in-service training facilities for teachers at the In-service Training Centres of the Government of the Republic of South Africa shall be available to persons who are employed in the teaching field by the Government of Venda.

ARTICLE 9

The Government of the Republic of South Africa shall provide, as mutually agreed upon, such technical aid as the Government of Venda may require for the purposes of preparing annual education statistics for publication in the Annual Report of the Venda Education Department.

ARTIKEL 10

Die Regering van die Republiek van Suid-Afrika verskaf kosteloos aan die Regering van Venda eksemplare van elke uitgawe van sy amptelike onderwysblad *Educamus* vir gebruik by skole en deur onderwysers en amptenare van die Departement van Onderwys van die Regering van Venda, vir so lank as wat Venda van hierdie diens gebruik wil maak.

ARTIKEL 11

Die Regering van die Republiek van Suid-Afrika en die Regering van Venda ruil onderling amptelike gepubliseerde onderwysverslae uit.

ARTIKEL 12

Die Regering van die Republiek van Suid-Afrika en die Regering van Venda erken elk die onderwyssertifikate en -diplomas deur die ander toegeken op onderwysgebied en onderwyservaring opgedoen deur onderwysers in diens van die ander, as kwalifikasies vir toepaslike aanstellings.

ARTIKEL 13

Die Regering van die Republiek van Suid-Afrika stel aan studente wat burgers van Venda is, die fasiliteite van universiteite en kolleges vir gevorderde tegniese onderwys onder die beheer van die Departement van Onderwys en Opleiding, beskikbaar. Die toelating van burgers van Venda tot ander universiteite in die Republiek van Suid-Afrika moet gereël word langs die diplomatieke kanaal.

ARTIKEL 14

(a) Hierdie Ooreenkoms tree in werking op die dag van onafhanklikwording van Venda en kan deur enigeen van die twee Partye opgesê word deur ses maande skriftelike kennis van beëindiging aan die ander Party langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor albei Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

(c) Hierdie Ooreenkoms of enige van sy bepalings kan te eniger tyd opgeskort word deur ooreenkoms tussen die twee Regerings en enige sodanige opskorting geskied deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

F. HARTZENBERG.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Vir die Regering van Venda.

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ARTICLE 10

The Government of the Republic of South Africa shall supply free of charge to the Government of Venda for use at schools and by teachers and officials of the Department of Education of the Government of Venda copies of each issue of the official educational journal *Educamus* for such time as Venda wishes to avail itself of this service.

ARTICLE 11

The Government of the Republic of South Africa and the Government of Venda shall mutually exchange officially published educational reports.

ARTICLE 12

The Government of the Republic of South Africa and the Government of Venda shall each recognise, as qualifications for relevant appointments, the educational certificates and educational diplomas awarded in the teaching field by the other, and teaching experience gained by teachers in the service of the other.

ARTICLE 13

The Government of the Republic of South Africa shall make available to students who are citizens of Venda the facilities of universities and Colleges for advanced technical education under control of the Department of Education and Training. The admission of citizens of Venda to other universities in the Republic of South Africa shall be dealt with through the diplomatic channel.

ARTICLE 14

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

(c) This Agreement or any of its provisions may at any time be suspended by agreement between the two Governments and any such suspension shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

F. HARTZENBERG.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

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OOREENKOMS AANGEGAAN TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR DIE BASIESE VOORWAARDES BETREFFENDE DIE VERSKAFFING VAN HULP OP ONDERWYS-GEBIED DEUR DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA DEUR SY DEPARTEMENT VAN ONDERWYS EN OPLEIDING AAN DIE REGERING VAN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hul mense bestaan; en

Nademaal die Regering van die Republiek van Suid-Afrika, in die lig van die voordele wat deur noue samewerking verkry kan word, gewillig is om hulp in sekere onderwysaangeleenthede aan die Regering van Venda te verleen; en

Nademaal dit wenslik is om die samewerking en die lewering van sodanige hulp te formaliseer;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Regering van die Republiek van Suid-Afrika stel aan die Regering van Venda eksamenfasiliteite beskikbaar op dieselfde basis as vir skole in die Republiek van Suid-Afrika en soos onderling ooreengekom.

Sodanige fasiliteite sluit ook in die verskaffing aan die Regering van Venda van sillabusse op alle vlakke, onderwysersgidse, lysste van toerusting en lysste van voorgeskrewe werke en handboeke.

ARTIKEL 2

Om die bystand uiteengesit in Artikel 1 te vergemaklik, verleen die Regering van die Republiek van Suid-Afrika aan die Regering van Venda verteenwoordiging in die verskillende professionele liggame verbonde aan die onderwys, soos onderling ooreengekom.

Die Regering van Venda verleen aan die Regering van die Republiek van Suid-Afrika die voorreg om verteenwoordigers aan te stel in die onderskeie professionele liggame wat daargestel is deur die Regering van Venda, soos onderling ooreengekom.

ARTIKEL 3

Onderwyspersoneel en onderwysadviseurs word aan die Regering van Venda gesekondeer kragtens die OOREENKOMS MET BETREKKING TOT DIE BASIESE VOORWAARDES BETREFFENDE DIE VERSKAFFING VAN TEGNIESE EN ADMINISTRATIEWE PERSONEEL DEUR DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA AAN DIE REGERING VAN VENDA, soos aangegaan deur die twee onderskeie Regerings.

ARTIKEL 4

Die Regering van die Republiek van Suid-Afrika stel aan die Regering van Venda die dienste van inspekteurs beskikbaar om hulp te verleen met die inspekteer en beheer van spesiale skole in Venda, soos onderling ooreengekom.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA ON THE BASIC CONDITIONS GOVERNING THE PROVISION OF AID IN EDUCATIONAL MATTERS BY THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA THROUGH ITS DEPARTMENT OF EDUCATION AND TRAINING TO THE GOVERNMENT OF VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas in view of the benefits to be derived from close co-operation the Government of the Republic of South Africa is willing to render assistance in certain educational matters to the Government of Venda; and

Whereas it is desirable to formalise co-operation and the rendering of such assistance;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The Government of the Republic of South Africa shall make available examination facilities to the Government of Venda on the same basis as for schools in the Republic of South Africa and as mutually agreed upon.

Such facilities shall also include the provision to the Government of Venda of syllabuses at all levels, teachers' guides, equipment lists and lists of prescribed networks and textbooks.

ARTICLE 2

In order to facilitate the assistance outlined in Article 1 the Government of the Republic of South Africa shall accord to the Government of Venda representation on the various professional bodies connected with education in a manner mutually agreed upon.

The Government of Venda shall accord to the Government of the Republic of South Africa the privilege of appointing representatives on the various professional bodies established by the Government of Venda, as may be mutually agreed upon.

ARTICLE 3

Teaching staff and education advisers shall be seconded to the Government of Venda in terms of the AGREEMENT RELATING TO THE BASIC CONDITIONS GOVERNING THE PROVISION OF TECHNICAL AND ADMINISTRATIVE PERSONNEL BY THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA TO THE GOVERNMENT OF VENDA entered into between the two respective Governments.

ARTICLE 4

The Government of the Republic of South Africa shall make available to the Government of Venda the services of inspectors to assist in the inspection and control of special schools in Venda, as may be mutually agreed upon.

ARTIKEL 5

Die Regering van die Republiek van Suid-Afrika stel aan die Regering van Venda die dienste van deskundige personeel beskikbaar om deskundige raad te gee met betrekking tot opvoedkundige aangeleenthede, soos onderling ooreengekom.

ARTIKEL 6

Die Regering van Venda verleen aan die Regering van die Republiek van Suid-Afrika, ten einde gekoördineerde ontwikkeling van die Venda taal te verseker die reg om twee verteenwoordigers in die Vendataalraad wat deur die Regering van Venda daargestel is, aan te stel, en laat ook die Regering van die Republiek van Suid-Afrika toe om gebruik te maak van die fasiliteite van hierdie Raad.

ARTIKEL 7

Die Regering van die Republiek van Suid-Afrika staan die Regering van Venda by in die beplanning en daarstelling van 'n Sielkundige Dienste-afdeling en stel tot 31 Maart 1980 aan die Regering van Venda sodanige gestandaardiseerde toetse kosteloos beskikbaar as wat die Regering van Venda nodig het vir gebruik in verband met sy Sielkundige Dienste.

ARTIKEL 8

Die indiensopleidingsfasiliteite vir onderwysers by die Indiensopleidingsentra van die Regering van die Republiek van Suid-Afrika is beskikbaar aan persone in die onderwysdiens van die Regering van Venda.

ARTIKEL 9

Die Regering van die Republiek van Suid-Afrika verleen, soos onderling ooreengekom, sodanige tegniese hulp as wat die Regering van Venda nodig het ten einde jaarlikse onderwysstatistieke op te stel vir publikasie in die Jaarverslag van die Venda-onderwysdepartement.

ARTIKEL 10

Die Regering van die Republiek van Suid-Afrika verskaf kosteloos aan die Regering van Venda eksemplare van elke uitgawe van sy amptelike onderwysblad *Educamus* vir gebruik by skole en deur onderwysers en amptenare van die Departement van Onderwys van die Regering van Venda, vir so lank as wat Venda van hierdie diens gebruik wil maak.

ARTIKEL 11

Die Regering van die Republiek van Suid-Afrika en die Regering van Venda ruil onderling amptelike gepubliseerde onderwysverslae uit.

ARTIKEL 12

Die Regering van die Republiek van Suid-Afrika en die Regering van Venda erken elk die onderwysstifikate en -diplomas deur die ander toegeken op onderwysgebied en onderwyservaring opgedoen deur onderwysers in diens van die ander, as kwalifikasies vir toepaslike aanstellings.

ARTIKEL 13

Die Regering van die Republiek van Suid-Afrika stel aan studente wat burgers van Venda is, die fasiliteite van universiteite en kolleges vir gevorderde tegniese onderwys onder die beheer van die Departement van Onderwys en Opleiding, beskikbaar. Die toelating van burgers van Venda tot ander universiteite in die Republiek van Suid-Afrika moet gereël word langs diplomatieke kanaal.

ARTICLE 5

The Government of the Republic of South Africa shall make available to the Government of Venda the services of specialist personnel to render specialist advice on any matter in connection with education as may be mutually agreed upon.

ARTICLE 6

The Government of Venda shall allow the Government of the Republic of South Africa to appoint two representatives on the Venda Language Board established by the Government of Venda and shall also allow the Republic of South Africa to make use of the facilities of this Board to ensure co-ordinated development of the Venda Language.

ARTICLE 7

The Government of the Republic of South Africa shall assist the Government of Venda in the planning and establishment of a Psychological Services Section and shall make available to the Government of Venda up to 31 March 1980, free of charge, such standardised tests as the Government of Venda may require for use in conjunction with its Psychological Services.

ARTICLE 8

The in-service training facilities for teachers at the In-service Training Centres of the Government of the Republic of South Africa shall be available to persons who are employed in the teaching field by the Government of Venda.

ARTICLE 9

The Government of the Republic of South Africa shall provide, as mutually agreed upon, such technical aid as the Government of Venda may require for the purposes of preparing annual education statistics for publication in the Annual Report of the Venda Education Department.

ARTICLE 10

The Government of the Republic of South Africa shall supply free of charge to the Government of Venda for use at schools and by teachers and officials of the Department of Education of the Government of Venda copies of each issue of the official educational journal *Educamus* for such time as Venda wishes to avail itself of this service.

ARTICLE 11

The Government of the Republic of South Africa and the Government of Venda shall mutually exchange officially published educational reports.

ARTICLE 12

The Government of the Republic of South Africa and the Government of Venda shall each recognise, as qualifications for relevant appointments, the educational certificates and educational diplomas awarded in the teaching field by the other, and teaching experience gained by teachers in the service of the other.

ARTICLE 13

The Government of the Republic of South Africa shall make available to students who are citizens of Venda the facilities of universities and colleges for advanced technical education under control of the Department of Education and Training. The admission of citizens of Venda to other universities in the Republic of South Africa shall be dealt with through the diplomatic channel.

ARTIKEL 14

(a) Hierdie Ooreenkoms tree in werking op die dag van onafhanklikwording van Venda en kan deur enige van die twee Partye opgesê word deur ses maande skriftelike kennis van beëindiging aan die ander Party langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor albei Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

(c) Hierdie Ooreenkoms of enige van sy bepalinge kan te eniger tyd opgeskort word deur ooreenkoms tussen die twee Regerings en enige sodanige opskorting geskied deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

F. HARTZENBERG.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Vir die Regering van Venda.

ARTICLE 14

(a) This agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

(c) This Agreement or any of its provisions may at any time be suspended by agreement between the two Governments and any such suspension shall be effected by the exchanges of Diplomatic Notes between them.

In witness whereof the undersigned being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

F. HARTZENBERG.

For the Government of the Republic of South Africa.

R. P. MPHEPHU.

For the Government of Venda.

MINISTERIE VAN OPENBARE WERKE

OREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA RAKENDE INTERNASIONALE BRÛE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal beide ons Regerings aanvaar dat enige nasionale en provinsiale padbrûe wat mag bestaan oor riviere wat die grens tussen die Republiek van Suid-Afrika en Venda vorm, vanaf die datum van onafhanklikwording van Venda internasionale brûe word; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die behoefte aan 'n ooreenkoms rakende sodanige internasionale brûe, erken;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die administrasie van alle aangeleenthede rakende die bou en onderhoud van internasionale padbrûe op die grens tussen die Republiek van Suid-Afrika en Venda berus by die Departement van Openbare Werke van die Republiek van Suid-Afrika handelende ná oorlegpleging met die Regering van Venda.

ARTIKEL 2

Die Departemente van Buitelandse Sake van ons onderskeie lande dien as die erkende kanale vir enige vertoë en korrespondensie insake die bou en onderhoud van dié internasionale padbrûe.

MINISTRY OF PUBLIC WORKS

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING INTERNATIONAL BRIDGES

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas it is accepted by both our Governments that any national road and provincial road bridges which may exist over rivers forming the border between the Republic of South Africa and Venda will become international bridges from the date of independence of Venda; and

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the need of an agreement regarding such international bridges;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The administration of all matters affecting the erection and maintenance of international road bridges on the border between the Republic of South Africa and Venda shall be vested in the Department of Public Works of the Republic of South Africa acting after consultation with the Government of Venda.

ARTICLE 2

The Departments of Foreign Affairs of our respective countries shall serve as the recognised channels for any representations and correspondence regarding the erection and maintenance of these international road bridges.

ARTIKEL 3

Die boukoste van nuwe internasionale padbrûe en die normale onderhoud van bestaande brûe word in gelyke dele deur ons onderskeie Regerings gedra, maar behoudens die bepalings van enige ooreenkoms tussen ons onderskeie Regerings betreffende 'n bepaalde brug.

ARTIKEL 4

Die koste van spesiale herstelwerk aan die brûe genoodsaak deur ongelukke en oormag, word gedra deur die Regering aan wie se kant van die internasionale grens die herstelwerk genoodsaak word.

ARTIKEL 5

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enige van die twee Partye opgesê word deur ses maande skriftelike kennis van beëindiging aan die ander Party langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor albei Partye ooreenkom, word aangebring deur Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. P. TREURNICHT.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA OOR SAKE RAKENDE DIE PROFESSIES VAN ARGITEKTUUR, INGENIEURSWESE EN BOUREKENING

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die bestaande goeie betrekkings tussen die twee Regerings en hulle mense erken; en

(a) argitekte en argitekte-in-opleiding geregistreer kragtens die Wet op Argitekte, 1970 (Wet 35 van 1970), soos gewysig;

(b) professionele ingenieurs en ingenieurs-in-opleiding geregistreer kragtens die Wet op Professionele Ingenieurs, 1968 (Wet 81 van 1968), soos gewysig; en

(c) bourekenaars en bourekenaars-in-opleiding geregistreer kragtens die Wet op Bourekenaars, 1970 (Wet 36 van 1970), soos gewysig

(welke wette hieronder gesamentlik "die Wette" genoem word); wat tans woonagtig is of hulle professies beoefen in Venda onderworpe is aan die bepalings van die Wette; en

Nademaal die Suid-Afrikaanse Raad vir Argitekte, die Suid-Afrikaanse Raad vir Professionele Ingenieurs en die Suid-Afrikaanse Raad vir Bourekenaars (hieronder gesamentlik "die Rade" genoem) ingevolge die Wette met sekere regte, funksies en bevoegdhede beklee is ten opsigte van argitekte, argitekte-in-opleiding, professionele ingenieurs, ingenieurs-in-opleiding, bourekenaars en bourekenaars-in-opleiding; en

ARTICLE 3

The cost of erection of new international road bridges and the normal maintenance of existing ones shall be borne by our respective Governments in equal shares subject, however, to the provisions of any agreement between our respective Governments relating to any particular bridge.

ARTICLE 4

The cost of special repairs to the bridges occasioned by accidents and vis major shall be borne by the Government on whose side of the international boundary the repairs are necessitated.

ARTICLE 5

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. P. TREURNICHT.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA ON MATTERS PERTAINING TO THE PROFESSIONS OF ARCHITECTURE, ENGINEERING AND QUANTITY SURVEYING

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

(a) architects and architects in training registered in terms of the Architects' Act, 1970 (Act 35 of 1970), as amended;

(b) professional engineers and engineers in training registered in terms of the Professional Engineers' Act, 1968 (Act 81 of 1968), as amended; and

(c) quantity surveyors and quantity surveyors in training registered in terms of the Quantity Surveyors' Act, 1970 (Act 36 of 1970), as amended

(which Acts are hereinafter collectively referred to as "the Acts"); at present resident or carrying on their professions in Venda are governed by the provisions of the Acts; and

Whereas the South African Council for Architects, the South African Council for Professional Engineers and the South African Council for Quantity Surveyors (hereinafter collectively referred to as "the Councils") are in terms of the Acts vested with certain rights, functions and powers in respect of the said architects, architects in training, professional engineers, engineers in training, quantity surveyors and quantity surveyors in training; and

Nademaal die Regering van Venda verlang dat genoemde en alle ander argitekte, argitekte-in-opleiding, professionele ingenieurs, ingenieurs-in-opleiding, bourekenaars en bourekenaars-in-opleiding wat tans of hierna woonagtig is of hulle professies beoefen in Venda, na die onafhanklikwording van Venda moet voortgaan om geregistreer te wees of hulle moet laat registreer ingevolge die Wette en onderworpe moet wees aan die bepalinge van die Wette, en dat genoemde Rade gemelde regte, funksies en bevoegdhede aan hulle verleen, moet uitoefen;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Regering van Venda verseker dat—

(a) die regte, funksies en bevoegdhede by wet in die Republiek van Suid-Afrika aan die Rade verleen ten opsigte van geregistreerde argitekte, argitekte-in-opleiding, professionele ingenieurs, ingenieurs-in-opleiding, bourekenaars en bourekenaars-in-opleiding, met ingang van die datum van onafhanklikwording van Venda voortgaan om uitoefenbaar te wees, en geag word altyd uitoefenbaar te gewees het, deur die Rade ten opsigte van geregistreerde argitekte, argitekte-in-opleiding, professionele ingenieurs, ingenieurs-in-opleiding, bourekenaars en bourekenaars-in-opleiding, na gelang van die geval, wat woonagtig is of hulle professies beoefen in Venda, *mutatis mutandis* op dieselfde wyse en volgens dieselfde bepalinge en op dieselfde voorwaardes as dié wat van toepassing op hulle sou gewees het indien hulle woonagtig was of hulle professies beoefen het in die Republiek van Suid-Afrika;

(b) geregistreerde argitekte, argitekte-in-opleiding, professionele ingenieurs, ingenieurs-in-opleiding, bourekenaars en bourekenaars-in-opleiding wat woonagtig is of hulle professies beoefen in Venda, met ingang van die datum van onafhanklikwording van Venda, *mutatis mutandis* onderworpe is aan dieselfde verpligtinge en dieselfde regte het ten opsigte van die Rade en ingevolge die Wette, as dié wat van toepassing sou gewees het indien hulle woonagtig was of hulle professies beoefen het in die Republiek van Suid-Afrika;

(c) geregistreerde argitekte, argitekte-in-opleiding, professionele ingenieurs, ingenieurs-in-opleiding, bourekenaars en bourekenaars-in-opleiding, na gelang van die geval, wat woonagtig is of hulle professies beoefen in die Republiek van Suid-Afrika, met ingang van die datum van onafhanklikwording van Venda, geregig is en geag word altyd geregig te gewees het op die regte en voorregte ingevolge die Wette op dieselfde wyse en volgens dieselfde bepalinge en op dieselfde voorwaardes as dié wat op hulle van toepassing sou gewees het indien hulle woonagtig was of hulle professies beoefen het in Venda.

ARTIKEL 2

Die Regering van die Republiek van Suid-Afrika verseker dat—

(a) die nodige stappe gedoen sal word om dit moontlik te maak dat—

(i) die regte, funksies en bevoegdhede by wet in die Republiek van Suid-Afrika aan die Rade verleen ten opsigte van geregistreerde argitekte, argitekte-in-opleiding, professionele ingenieurs, ingenieurs-in-opleiding, bourekenaars en bourekenaars-in-opleiding, met ingang van die datum van onafhanklikwording

Whereas the Government of Venda desires that the said and all other architects, architects in training, professional engineers, engineers in training, quantity surveyors and quantity surveyors in training, at present or hereafter resident or carrying on their professions in Venda should continue after the attainment of independence by Venda to be registered or be required to register in terms of the Acts, and governed by the provisions of the Acts and that the said Councils should exercise the said rights, functions and powers in respect of them;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The Government of Venda shall ensure that—

(a) the rights, functions and powers conferred by law in the Republic of South Africa on the Councils in respect of registered architects, architects in training, professional engineers, engineers in training, quantity surveyors and quantity surveyors in training shall, with effect from the date of independence of Venda, continue to be exercisable, and be deemed always to have been exercisable, by the Councils in respect of registered architects, architects in training, professional engineers, engineers in training, quantity surveyors and quantity surveyors in training, as the case may be, resident or carrying on their professions in Venda, *mutatis mutandis* in the same manner and on the same terms and conditions as those which would have been applicable to them if they were resident or carrying on their professions in the Republic of South Africa;

(b) registered architects, architects in training, professional engineers, engineers in training, quantity surveyors and quantity surveyors in training resident or carrying on their professions in Venda shall, with effect from the date of independence of Venda, *mutatis mutandis* be subject to the same obligations and be entitled to the same rights in respect of the Councils and in terms of the Acts, as those which would have been applicable if they were resident or carrying on their professions in the Republic of South Africa;

(c) registered architects, architects in training, professional engineers, engineers in training, quantity surveyors and quantity surveyors in training, as the case may be, resident or carrying on their professions in the Republic of South Africa, shall with effect from the date of independence of Venda be entitled and be deemed always to have been entitled to the rights and privileges in terms of the Acts in the same manner and on the same terms and conditions as those which would have been applicable to them if they were resident or carrying on their professions in Venda.

ARTICLE 2

The Government of the Republic of South Africa shall ensure that—

(a) the necessary steps will be taken to enable—

(i) the rights, functions and powers conferred by law in the Republic of South Africa on the Councils in respect of registered architects, architects in training, professional engineers, engineers in training, quantity surveyors and quantity surveyors in training, with effect from the date of independence of

van Venda uitoefenbaar is deur die Rade ten opsigte van geregistreerde argitekte, argitekte-in-opleiding, professionele ingenieurs, ingenieurs-in-opleiding, bou-rekenaars en bourekenaars-in-opleiding, na gelang van die geval, wat woonagtig is of hulle professies beoefen in Venda, *mutatis mutandis* op dieselfde wyse en volgens dieselfde bepalings en op dieselfde voorwaardes as dié wat van toepassing op hulle sou gewees het indien hulle woonagtig was of hulle professies beoefen het in die Republiek van Suid-Afrika;

(ii) persone wat in aanmerking kom om in die Republiek van Suid-Afrika geregistreer te wees as argitekte, argitekte-in-opleiding, bourekenaars en bourekenaars-in-opleiding, na gelang van die geval, wat woonagtig is of hulle professies beoefen in Venda, met ingang van die datum van onafhanklikwording van Venda, geregistreer word ingevolge die Wette;

(b) geregistreerde argitekte, argitekte-in-opleiding, professionele ingenieurs, ingenieurs-in-opleiding, bourekenaars en bourekenaars-in-opleiding, na gelang van die geval, wat woonagtig is of hulle professies beoefen in Venda, met ingang van die datum van onafhanklikwording van Venda, geregtig is en geag word altyd geregtig te gewees het op die regte en voorregte ten opsigte van die Rade en ingevolge die Wette, *mutatis mutandis* op dieselfde wyse en volgens dieselfde bepalings en op dieselfde voorwaardes as dié wat op hulle van toepassing sou gewees het indien hulle woonagtig was of hulle professies beoefen het in die Republiek van Suid-Afrika.

ARTIKEL 3

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enigeen van die twee Partye opgesê word deur ses maande skriftelike kennis van beëindiging aan die ander Party langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye onderling ooreenkom, word aangebring deur die wisseling van Diplomatieke Notas tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op hede die 13de dag van Augustus 1979.

A. P. TREURNICHT.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

MINISTERIE VAN POS- EN TELEKOMMUNIKASIEWESE

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA BETREFFENDE POS- EN TELEKOMMUNIKASIEDIENSTE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge tussen die twee Regerings en hulle mense erken; en

Venda, to be exercisable by the Councils in respect of registered architects, architects in training, professional engineers, engineers in training, quantity surveyors and quantity surveyors in training, as the case may be, resident or carrying on their professions in Venda, *mutatis mutandis* in the same manner and on the same terms and conditions as those which would have been applicable to them if they were resident or carrying on their professions in the Republic of South Africa;

(ii) persons eligible to be registered in the Republic of South Africa as architects, architects in training, professional engineers, engineers in training, quantity surveyors and quantity surveyors in training, as the case may be, resident or carrying on their professions in Venda, with effect from the date of independence of Venda, to be registered in terms of the Acts;

(b) registered architects, architects in training, professional engineers, engineers in training, quantity surveyors and quantity surveyors in training, as the case may be, resident or carrying on their professions in Venda shall, with effect from the date of independence of Venda, be entitled, and be deemed always to have been entitled, to the rights and privileges in respect of the Councils and in terms of the Acts, *mutatis mutandis* in the same manner and on the same terms and conditions as those which would have been applicable to them if they were resident or carrying on their professions in the Republic of South Africa.

ARTICLE 3

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. P. TREURNICHT.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

MINISTRY OF POSTS AND OF TELECOMMUNICATIONS

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING POSTAL AND TELECOMMUNICATION SERVICES

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Nademaal dit gewens is om deur middel van informele ooreenkomste, konferensies, samesprekings en op ander metodes die organisasie en verbetering van die pos- en telekommunikasiedienste tussen die Regering van die Republiek van Suid-Afrika en die Regering van Venda (hierna die kontrakterende partye genoem) te verseker en voorsiening vir die verdere versekering daarvan te maak;

Derhalwe kom die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreen:

ARTIKEL 1

ALGEMENE BEPALINGS

1. Die pos- en telekommunikasie-administrasies van die kontrakterende partye (hierna die administrasies genoem) het die reg om ooreenkomste met betrekking tot alle uitvoerige maatreëls vir die implementering van hierdie Ooreenkoms aan te gaan.

2. Ooreenkomste tussen die administrasies word normaalweg deur korrespondensiewisseling aangegaan, en sodanige ooreenkomste is bindend vir albei administrasies totdat dit deur korrespondensiewisseling gewysig word of deur een administrasie met minstens twee kalendermaande kennis aan die ander opgesê word.

3. Behalwe waar dit strydig is met die bepalings van hierdie Ooreenkoms of van enige ander tweesydigse ooreenkoms wat tussen die kontrakterende partye of die administrasies aangegaan is, geld die bepalings van die volgende:

(a) Die heersende Wêreldposkonvensie en sy Uitvoerige Regulasies en Pospakkeetooreenkoms van die Wêreldposunie en sy Uitvoerige Regulasies ten opsigte van die wisseling van alle posstukke tussen die lande van die kontrakterende partye; en

(b) die heersende Internasionale Telekommunikasiekonvensie en die Internasionale Radio-, Telegraaf- en Telefoonregulasies en die Aanbevelings van die Internasionale Telegraaf- en Telefoon- Raadgewende Komitee ten opsigte van die wisseling van alle telekommunikasieverkeer tussen die lande van die kontrakterende partye.

ARTIKEL 2

WISSELING VAN POSSTUKKE

1. (a) Die vooruitbetaling van posgeld op alle posstukke is verpligtend. Alle posstukke wat in verband met die pos- en telekommunikasiedienste deur die administrasies gestuur of aan hulle gerig is, is eger vrygestel van posgeld, en *amptelike briefposstukke* wat van die ambassades van die kontrakterende partye afkomstig is en vir aflewering in die Republiek van Suid-Afrika of Venda bedoel is, is vrygestel van alle posgeld.

(b) Vooruitbetaling van posgeld op *amptelike briefposstukke* wat tussen staatsdepartemente van die kontrakterende partye gewissel word, sal deur middel van amptelike kantoorstempelafdrukke op sodanige posstukke aangedui word.

(c) Vooruitbetaling van posgeld op alle pospakkette wat van die ambassades en staatsdepartemente van die kontrakterende partye afkomstig is, sal aangedui word deur middel van posseëls wat aan sodanige pakkette geheg is.

2. Dit staan die administrasies vry om die posgeld vas te stel wat betaalbaar is op die verskillende kategorieë pos wat in hul lande gepos word.

Whereas it is desirable to secure and to provide for the further securing by means of informal agreements, conferences, consultations and other methods the organisation and improvements of the postal and telecommunication services between the Government of the Republic of South Africa and the Government of Venda (hereinafter referred to as the contracting parties);

Now, therefore, the Government of the Republic of South Africa and the Government of Venda Agree as follows:

ARTICLE 1

GENERAL PROVISIONS

1. The postal and telecommunication administrations of the contracting parties (hereinafter referred to as the administrations) shall have the right to conclude agreements in regard to all detailed measures for the implementation of this Agreement.

2. Agreements between the administrations shall normally be entered into by an exchange of correspondence, and such agreements shall be binding upon both administrations until modified by an exchange of correspondence or until denounced by one administration giving the other not less than two calendar months' notice.

3. Except where they are inconsistent with the provisions of this Agreement or of any other bilateral agreement concluded between the contracting parties or the administrations, the provisions of—

(a) the current Universal Postal Convention and its Detailed Regulations and the Postal Parcels Agreement of the Universal Postal Union and its Detailed Regulations shall apply to the exchange of all postal items between the countries of the contracting parties; and

(b) the current International Telecommunication Convention and the International Radio, Telegraph and Telephone Regulations and the Recommendations of the International Telegraph and Telephone Consultative Committee shall apply to the exchange of all telecommunication traffic between the countries of the contracting parties.

ARTICLE 2

EXCHANGE OF POSTAL ITEMS

1. (a) Prepayment of postage on all postal items shall be obligatory. However, all postal items relating to the postal and telecommunication services and sent by or addressed to the administrations, and *official letter-post items* emanating from the embassies of the contracting parties and intended for delivery in the Republic of South Africa or Venda, shall be exempted from all postal charges.

(b) Prepayment of postage on *official letter-post items* exchanged between government departments of the contracting parties shall be denoted by means of official office stamp impressions on such postal items.

(c) Prepayment of postage on all postal parcels emanating from the embassies and government departments of the contracting parties shall be denoted by means of postage stamps affixed to such parcels.

2. The administrations shall be at liberty to fix the rates of postage payable on the different categories of mail posted in their countries.

3. Die voorwaardes betreffende die terposbesorging, versending, aflewering en nasending van posstukke binne die grense van die land van bestemming word deur die interne regulasies van die betrokke land bepaal.

4. Die administrasie van die land van herkoms moet vir elke pospakket wat in die land van herkoms vir aflewering in die land van bestemming gepos word, 'n bedrag aan die administrasie van die land van bestemming betaal wat volgens 'n vaste tarief per pakket bereken word en gegrond is op statistiek wat elke jaar oor 'n tydperk van vier weke geneem moet word. Daar moet deur die administrasies oor sodanige vaste tarief en tydperk ooreengekom word en dit word van tyd tot tyd hersien.

5. Tensy die administrasies anders ooreenkom, betaal die administrasie van die land van herkoms aan die administrasie van die deurgangslan dié lug-, land- en seevervoerkoste wat deur laasgenoemde administrasie gehef word vir die verdere vervoer van pos wat in eersgenoemde land vir aflewering in 'n derde land gepos word.

6. Vergoeding vir die verlies van of skade aan gereistreerde stukke is betaalbaar ooreenkomstig die bepalinge van die Wêreldposkonvensie.

7. Geeneen van die twee administrasies is in beginsel aanspreeklik vir die verlies of plundering van of skade aan onversekerde pakkette nie. Nietemin verbind elke administrasie hom om navraag te doen in gevalle wat in dié verband aan hom gerig word.

8. Die afsender van 'n versekerde of kontant-by-afleweringpakket is geregtig op vergoeding waaroor onderling ooreengekom word. Indien daar bewys kan word dat die verlies of plundering van of skade aan 'n versekerde of kontant-by-aflewering-pakket voorgekom het onderwyl genoemde pakket in die bewaring van 'n bepaalde administrasie was, is sodanige administrasie verantwoordelik vir die betaling van genoemde vergoeding. As verantwoordelikheid nie vasgestel kan word nie, word vergoeding in gelyke dele betaal.

9. Na aflewering van 'n kontant-by-aflewering-pakket is die administrasie van die land van bestemming verantwoordelik vir die handelsbedrag tensy hy kan bewys dat die toepaslike etikette nie op die pakket verskyn het nie.

10. Die administrasie van die Republiek van Suid-Afrika vorder van ander lande in en betaal aan die administrasie van Venda alle koste wat aan laasgenoemde administrasie betaalbaar is ten opsigte van pospakkette wat in transito van ander lande vir aflewering in Venda ontvang word. Sodanige betalings word gedoen op 'n wyse waaroor onderling ooreengekom word.

ARTIKEL 3

FILATELIESE DIENSTE

1. Die administrasie van die Republiek van Suid-Afrika tree op as agent vir die administrasie van Venda ten opsigte van die voorbereiding en verspreiding van reklamemateriaal met betrekking tot filateliese dienste en die ontwerp, druk en verspreiding van alle filateliese items en bedryf 'n openbare deposite rekeningstelsel namens Venda. Vir die doeleindes van hierdie Ooreenkoms beteken filateliese items posseëls, poskaarte, aërogramme en registrasiekoevertes.

2. Die administrasie van Venda besluit oor die temas wat vir die ontwerpe van die vaste en gedenkreeks gebruik moet word, asook oor die getal posseëls in elke reeks en die waardesoorte van die seëls, en

3. The conditions as to posting, transmission, delivery and redirection of postal items within the limits of the country of destination shall be governed by the internal regulations of the country concerned.

4. The administration of the country of origin shall pay to the administration of the country of destination, in respect of each postal parcel posted in the former country for delivery in the latter, an amount calculated at a fixed rate per parcel and based on statistics to be taken over a period of four weeks each year. Such fixed rate and period shall be agreed upon by the administrations and shall be reviewed from time to time.

5. Unless otherwise agreed to by the administrations the administration of the country of origin shall pay to the administration of the country of transit such air, land and sea conveyance charges as may be required by the latter administration for the onward conveyance of mail matter originating in the former country for delivery in a third country.

6. Compensation for the loss of or damage to registered articles shall be payable in terms of the provisions of the Universal Postal Convention.

7. Neither administration shall be liable, in principle, for the loss or spoliation of or damage to uninsured parcels. Nevertheless, each administration undertakes to make enquiry in cases which are submitted to it in this connection.

8. The sender of an insured or cash on delivery parcel shall be entitled to compensation as mutually agreed upon. Responsibility for the payment of such compensation shall rest with the administration in whose custody the loss or spoliation of or damage to an insured or cash on delivery parcel is proved to have occurred. If responsibility cannot be determined, compensation shall be paid in equal shares.

9. After delivery of a cash on delivery parcel the administration of the country of destination shall be responsible for the amount of the trade charge unless it can prove that the parcel did not bear the appropriate labels.

10. The administration of the Republic of South Africa shall collect from other countries and pay to the administration of Venda all charges due to the latter administration in respect of postal parcels received in transit from other countries for delivery in Venda. Such payments shall be made in a manner mutually agreed upon.

ARTICLE 3

PHILATELIC SERVICES

1. The administration of the Republic of South Africa shall act as agent for the administration of Venda as regards the preparation and distribution of publicity material in connection with philatelic services and the design printing and distribution of all philatelic items and shall operate a public deposit account system on behalf of Venda. For the purpose of this Agreement philatelic items shall mean postage stamps, postcards, aërograms and registered envelopes.

2. The administration of Venda shall decide on the themes to be used for the designs of the definitive and commemorative series as well as the number of postage stamps in each series and the denominations

moet die ontwerp van al sodanige items formeel goedkeur voordat daar met die produksie daarvan begin word. Die kopiereg op sodanige items berus by die administrasie van Venda.

3. Die administrasie van die Republiek van Suid-Afrika onderneem die boekhouding van inkomste en uitgawe ten opsigte van alle sake betreffende filateliese dienste wat namens Venda onderneem word en lewer aan laasgenoemde administrasie 'n staat wat die netto wins op 31 Desember van elke jaar aantoon.

4. Die administrasie van Venda vergoed die administrasie van die Republiek van Suid-Afrika vir alle gelewerde filateliese dienste op 'n grondslag waarvoor die administrasies onderling ooreenkom.

ARTIKEL 4

POSWISSEL- EN POSORDERDIENSTE

1. Daar sal 'n reëlmatige wisseling van poswissels en posorders tussen die lande van die kontrakterende partye wees en vereffenings word in 'n maandelikse algemene rekening gereël teen tariewe waarvoor ooreengekom word.

2. 'n Kommissie word ten opsigte van deurgaande wissels of orders na 'n derde land gehef teen 'n tarief waarvoor ooreengekom word.

3. Behalwe waar dit strydig is met die bepalings van hierdie Ooreenkoms of enige ander formele of informele tweesydigse ooreenkoms wat tussen die twee kontrakterende partye of die administrasies aangegaan is, geld die bepalings van die Ooreenkoms van die Posunie van Afrika vir die wisseling van poswissels en posorders tussen die lande van die kontrakterende partye.

ARTIKEL 5

SPAARBANKDIENSTE

1. Die administrasie van die Republiek van Suid-Afrika tree op as agent van die administrasie van Venda ten opsigte van die administrasie van enige Posspaarbank wat deur die Regering van Venda bedryf word en word vergoed op 'n grondslag waarvoor ooreengekom word.

2. Die Posspaarbankinlegboekies van beide administrasies is geldig in die land van die ander deelhebber aan hierdie ooreenkoms en die betrokke transaksies moet deur middel van 'n maandelikse algemene rekening vereffen word.

ARTIKEL 6

WISSELING VAN TELEKOMMUNIKASIEVERKEER

1. Dit staan die administrasies vry om die koste vas te stel wat betaalbaar is vir alle telegramme en telefoon- en telexoproepes wat in hul onderskeie lande ontstaan.

2. Die voorwaardes betreffende die oorsending, aflewering en nasending van telegramme binne die grense van die land van bestemming word deur die interne regulasies van die betrokke land bepaal.

3. In beginsel betaal die administrasie van die land van herkoms ten opsigte van telekommunikasieverkeer wat tussen die twee lande gewissel word 'n bedrag aan die land van bestemming op dié grondslae waarvoor die administrasies van tyd tot tyd ooreenkom.

of the stamps and shall formally approve the designs of all such items before production thereof is commenced. The copyright of such designs shall be vested in the administration of Venda.

3. The administration of the Republic of South Africa shall undertake the accounting of revenue and expenditure in respect of all matters concerning the philatelic services undertaken on behalf of Venda and shall render to the latter administration a statement reflecting the net profit as at 31 December of each year.

4. The administration of Venda shall compensate the administration of the Republic of South Africa for all philatelic services rendered, on a basis to be mutually agreed upon by the administrations.

ARTICLE 4

MONEY ORDER AND POSTAL ORDER SERVICES

1. There shall be a regular exchange of money and postal orders between the countries of the contracting parties and settlements shall be arranged in a monthly general account at rates to be agreed upon.

2. A commission shall be charged at rates to be agreed upon in respect of through orders to a third country.

3. Except where they are inconsistent with the provisions of this Agreement or of any other formal or informal bilateral agreement concluded between the two contracting parties or the administrations, the provisions of the African Postal Union Agreement shall apply to the exchange of money orders and postal orders between the countries of the contracting parties.

ARTICLE 5

SAVINGS BANK SERVICES

1. The administration of the Republic of South Africa shall act as agent for the administration of Venda as regards the administration of any Post Office Savings Bank conducted by the Government of Venda and shall be compensated on a basis to be agreed upon.

2. Post Office Savings Bank deposit books of each administration shall be valid in the country of the other party to this agreement and the relative transactions shall be settled by means of a monthly general account.

ARTICLE 6

EXCHANGE OF TELECOMMUNICATION TRAFFIC

1. The administrations shall be at liberty to fix the charges that are payable for all telegrams and telephone and telex calls originating in their respective countries.

2. The conditions as to transmission, delivery and redirection of telegrams within the limits of the country of destination shall be governed by the internal regulations of the country concerned.

3. In principle, the administration of the country of origin shall effect payment to the administration of the country of destination, in respect of telecommunication traffic exchanged between the two countries, on such bases as may from time to time be agreed upon by the administrations.

4. Die administrasie van die land van herkoms betaal aan die administrasie van die deurgangslan dié koste wat deur laasgenoemde administrasie vereis word vir telegramme en telefoon- en teleksoproepe wat in transit na 'n ander land of na skepe ter see oor sy net gaan.

5. In die geval van telekommunikasieverkeer wat in 'n derde land ontstaan en oor die net van een van die administrasies onderweg na die ander gaan, betaal die administrasie van die deurgangslan in beginsel aan die ander dié bedrae waaroor die administrasies onderling ooreenkom.

ARTIKEL 7

VOORSIENING VAN DIENSTE DEUR EEN ADMINISTRASIE VIR OF NAMENS DIE ANDER

Die administrasies kan ooreenkomste vir die uitvoer of voorsiening van dienste deur een administrasie vir of namens die ander aangaan. Die koste of gelde wat betaal moet word aan die administrasie wat sodanige dienste uitvoer of voorsien, of die wyse waarop sodanige koste of gelde bereken moet word, moet in sodanige ooreenkomste uiteengesit word.

ARTIKEL 8

TOEPASSING, INWERKINGTREDING EN GELDIGHEIDSDUUR VAN DIE OOREENKOMS

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikheid van Venda en kan deur enigeen van die twee Partye beëindig word deur ses maande skriftelike kennis langs die diplomatieke kanale aan die ander Party te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor die twee Partye ooreenkom, moet deur middel van die wisseling van Diplomatieke Notas tussen hulle geskied.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

H. H. SMIT, Minister van Pos- en Telekommunikasiewese.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

MINISTERIE VAN SAMEWERKING EN ONTWIKKELING

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT DIE REG OM 'N STUK GROND IN VENDA TE BETREE MET DIE OOG OP DIE AANLÊ, IN STAND HOU EN BEDRYF VAN 'N KRAGLYN

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal 'n bogrondse kraglyn op 'n sekere stuk grond soos in die Aanhangsel van hierdie Ooreenkoms beskryf, bestaan; en

4. The administration of the country of origin shall pay to the administration of the country of transit such charges as may be required by the latter administration for telegrams and telephone and telex calls that pass over its network in transit to another country or to ships at sea.

5. In the case of telecommunication traffic originating in a third country, and passing through the network of one of the administrations en route to the other, the administration of the country of transit shall, in principle, pay to the other such sums as may be mutually agreed upon by the administrations.

ARTICLE 7

PROVISION OF SERVICES BY ONE ADMINISTRATION FOR OR ON BEHALF OF THE OTHER

The administrations may enter into agreements for the performance or provision of services by one administration for or on behalf of the other. The charges or fees that shall be paid to the administration that performs or provides such services, or the manner in which such charges or fees are to be calculated, shall be set out in such agreements.

ARTICLE 8

APPLICATION, ENTRY INTO FORCE AND DURATION OF THE AGREEMENT

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

H. H. SMIT, Minister of Posts and Telecommunications.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

MINISTRY OF CO-OPERATION AND DEVELOPMENT

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING THE RIGHT TO ENTER UPON A PORTION OF LAND IN VENDA FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND OPERATING A POWER LINE

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas an overhead powerline exists on a certain area of land as described in the Annexure to this Agreement; and

Nademaal genoemde stuk grond ná die datum van onafhanklikwording van Venda by die grondgebied van Venda ingelyf sal word; en

Nademaal die voortgesette instandhouding en bedryf van genoemde kraglyn, ná die verkryging van onafhanklikheid deur Venda tot voordeel van die Regering van die Republiek van Suid-Afrika en die Regering van Venda sal strek;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Regering van Venda onderneem om te verseker dat die stuk grond in die Aanhangsel van hierdie Ooreenkoms beskryf nie vir enige ander doel as die geleiding van elektrisiteit deur middel van 'n bogrondse kraglyn gebruik word nie.

ARTIKEL 2

Die Regering van Venda onderneem om vry toegang tot genoemde stuk grond te verleen aan enige persoon wat betrokke is by die aanlê, in stand hou en bedryf van genoemde kraglyn.

ARTIKEL 3

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enige van die twee Partye beëindig word deur aan die ander Party ses maande skriftelike kennisgewing van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van die Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op hede die 13de dag van Augustus 1979.

P. G. J. KOORNHOF, Minister van Samewerking en Ontwikkeling.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Vir die Regering van Venda.

AANHANGSEL

'n Sekere stuk grond in die distrik Vuwani, Venda, wat grens aan en ewewydig is met en geleë is suid van die Bandelierkop/Punda Miliapad, 9 meter breed aan weerskante van die kraglyn daarop, en wat strek vanaf die westelike grens van Venda op gedeelte van die plaas Waterboom 30 LT tot by die Maheberivier op die oostelike grens van Venda.

Geagte Hoofminister,

Ek verwys graag na samesprekings tussen verteenwoordigers van die Departement Samewerking en Ontwikkeling van die Regering van die Republiek van Suid-Afrika en die Regering van Venda met betrekking tot navorsing vir die ontwikkeling van Venda en diensgevolge wens ek die volgende voor te stel vir u oorweging:

Dat KION (Komitee insake Ontwikkelingsnavorsing—voorheen bekend as KINO) van die Departement Samewerking en Ontwikkeling van die Republiek van

Whereas the said area of land will after the date of independence of Venda be incorporated in the territory of Venda; and

Whereas it will be to the benefit of the Government of the Republic of South Africa and the Government of Venda that the said power line shall, after the attainment of independence of Venda, continue to be maintained and operated;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The Government of Venda undertakes to ensure that the area of land described in the Annexure to this Agreement shall not be utilised for any other purpose than conducting electricity by means of an overhead power line.

ARTICLE 2

The Government of Venda undertakes to allow free access to the said area of land to any person concerned with the construction, maintenance and operation of the said power line.

ARTICLE 3

(a) This agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

P. G. J. KOORNHOF, Minister of Co-operation and Development.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

ANNEXURE

A certain area of land in the District of Vuwani, in Venda adjacent to and parallel with and south of the Bandelierkop/Punda Milia road 9 metres wide on either side of the power line on it and extending from the western boundary of Venda on portion of the farm Waterboom 30 LT to the Mahebe River on the eastern boundary of Venda.

Dear Chief Minister,

I have the honour to refer to discussions between representatives of the Department of Co-operation and Development of the Republic of South Africa and the Government of Venda concerning research in connection with the development of Venda and in consequence thereof to propose the following for your consideration:

That CDR (Committee re Development Research—previously known as CORB) of the Republic of South Africa is prepared and will at the request of, and in

Suid-Afrika bereid is en op versoek van, en in oorleg met, die Regering van Venda onderneem om te voorsien in die behoefte van en navorsingsresultate kosteloos te voorsien in verband met enige ontwikkelingsprojek in Venda.

By ontvangs van u antwoord waarop aangedui word dat bogenoemde voorsiening aanneemlik is vir die Regering van Venda, die Regering van die Republiek van Suid-Afrika hierdie nota en 'n antwoord daarop sal ag as 'n Ooreenkoms tussen ons twee Regerings oor hierdie onderwerp wat van krag sal word op 13 September 1979.

Aanvaar mnr. die Hoofminister, die versekering van my besondere hoogagting asseblief.

P. G. J. KOORNHOF, Minister van Samewerking en Ontwikkeling.

NOTAWISSELING MET BETREKKING TOT SEKERE GEDEELTELİK VOLTOOIDE SUID-AFRIKAANSE ONTWIKKELINGSTRUSTPROJEKTE IN VENDA

Meneer die Hoofminister,

Ek het die eer om te verwys na onlangse samesprekinge tussen verteenwoordigers van die Departement van Samewerking en Ontwikkeling van die Republiek van Suid-Afrika en die Regering van Venda met betrekking tot sekere gedeeltelik voltooide Suid-Afrikaanse Ontwikkelingstrustprojekte in Venda.

1. Die projek in verband met die grootmaat-elektriteitsverskaffing aan Sibasa sal ná 12 September 1979 op koste van die Suid-Afrikaanse Ontwikkelingstrust voltooi moet word.

2. In die lig van die feit dat die volgende projekte voltooi sal wees kort voor die datum van Venda se onafhanklikwording, sal sodanige onderhoudswerk as wat in die onderhoudstydperk val, voltooi word ná genoemde datum op koste van die Suid-Afrikaanse Ontwikkelingstrust:

- (a) Presidentswoning en woning vir die Hoofregter;
- (b) Nasionale Mag-basis;
- (c) Gevangenisse.

3. My Departement sal bystand verleen by die rig van verhoë tot die Regering van die Republiek van Suid-Afrika om die verskaffing van fondse vir die voltooiing van die volgende projekte:

- (a) Vondo-watervoorsieningskema.
- (b) Siviele-ingenieursdienste ten opsigte van Mka-handodorp.
- (c) Nzhelele-waterspreidingskema.
- (d) Riolsuiwering te Thohoyandou.

4. Beheer oor die kontrakteurs en projekte bly die verantwoordelikheid van dié Staatsdepartemente van die Republiek van Suid-Afrika wat tans sodanige beheer uitoefen en alle bestaande voorwaardes bly van krag.

5. Die beamptes van my Departement sal, indien u Regering dit versoek, professionele bystand verleen en raad gee in die voorbereiding vir en ontwerp van die oprigting van enige toekomstige bou- en konstruksieprojekte wat u Regering onderneem. Hoewel u Regering die ontwerp- en dokumentasiekoste sal dra, sal genoemde professionele bystand en raad kosteloos aan

consultation with, the Government of Venda undertake to see to the research requirements and provide research results free of charge in connection with any development project in Venda.

Upon receipt of your reply indicating that the foregoing provisions are acceptable to the Government of Venda, the Government of the Republic of South Africa will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter force on 13 September 1979.

Please accept Mr Chief Minister, the assurance of my highest consideration.

P. G. J. KOORNHOF, Minister of Co-operation and Development.

EXCHANGE OF NOTES RELATING TO CERTAIN PARTLY COMPLETED SOUTH AFRICAN DEVELOPMENT TRUST PROJECTS IN VENDA

Mr Chief Minister,

I have the honour to refer to recent discussions between representatives of the Department of Co-operation and Development of the Republic of South Africa and the Government of Venda concerning certain partly completed South African Development Trust projects in Venda.

1. The project in connection with bulk electricity supply to Sibasa will have to be completed at the expense of the South African Development Trust after 12 September 1979.

2. In view of the fact that the following projects will be completed shortly before the date of independence of Venda such maintenance works as fall within the maintenance period will be completed after the said date at the expense of the South African Development Trust:

- (a) President's Residence and dwelling for the Chief Justice;
- (b) National Force base;
- (c) Prison.

3. My Department will assist in making representations to the Government of the Republic of South Africa for the provision of funds for the completion of the following projects:

- (a) Vondo Water Supply Scheme.
- (b) Civil engineering services in respect of Mka-hand Township.
- (c) Nzhelele Water Distribution Scheme.
- (d) Sewerage purification at Thohoyandou.

4. Control over the contractors and projects will remain the responsibility of those Government Departments of the Republic of South Africa which are at present exercising such control and all existing conditions will remain in force.

5. The officials of my Department will render professional assistance and advice in the preparation and design for the construction of any future building and construction projects which your Government may undertake should your Government so request. Although the design and documentation costs will be borne by your Government, the said professional assistance and advice will be rendered to your Government

u Regering gelewer en gegee word. Die volgende word uitdruklik geïdentifiseer as projekte ten opsigte waarvan sodanige professionele bystand en raad verleen en gegee sal word:

(a) Die teer van die pad vanaf Sibasa deur die Nzhelele-vallei tot by Wyllie's Poort.

(b) Die teer van die pad vanaf Sibasa tot by die Magistraatskantoor by Thengwe.

6. By ontvangs van u antwoord waarin aangedui word dat die voorafgaande bepalings aanneemlik is vir die Regering van Venda, word hierdie Nota en u antwoord daarop deur die Regering van die Republiek van Suid-Afrika geag 'n Ooreenkoms uit te maak tussen ons twee Regerings aangaande hierdie aangeleentheid, welke Ooreenkoms op 13 September 1979 in werking tree.

Aanvaar asseblief, Meneer die Hoofminister, die verskering van my besondere hoogagting.

P. G. J. KOORNHOF, Minister van Samewerking en Ontwikkeling.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT DIE INDIENSNEMING VAN BURGERS VAN DIE REPUBLIEK VAN SUID-AFRIKA IN VENDA EN TOT DIE INDIENSNEMING VAN BURGERS VAN VENDA IN DIE REPUBLIEK VAN SUID-AFRIKA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat daar tussen die twee Regerings en hulle mense bestaan; en

Nademaal dit nodig geag word om sekere reëlings te tref met betrekking tot die indiensneming van burgers van die Republiek van Suid-Afrika in Venda en tot die indiensneming van burgers van Venda in die Republiek van Suid-Afrika ná verkryging van onafhanklikheid deur Venda; en

Nademaal dit nodig geag word om voorsiening te maak vir diverse bykomende aangeleenthede rakende burgers van Venda in die Republiek van Suid-Afrika; en

Nademaal dit ook nodig geag word om voorsiening te maak vir diverse bykomende aangeleenthede rakende burgers van die Republiek van Suid-Afrika in Venda;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Geen burger van Venda wat in Venda gewerf word vir indiensneming in die Republiek van Suid-Afrika, mag die Republiek van Suid-Afrika binnekom met die doel om sodanige arbeid te aanvaar nie, tensy—

(a) hy voldoen aan die wette en regulasies betreffende die toelating tot, verblyf in en vertrek uit die Republiek van Suid-Afrika;

(b) hy in besit is van 'n skriftelike dienskontrak in Venda geattesteer of "inroepkaart" (d.i. 'n verkorte dienskontrak wat deur 'n vorige werkgewer voltooi word vir die herindiensneming van 'n werker na voltooiing van die oorspronklike dienskontrak) behoorlik deur sy vorige werkgewer ingevul waarin werk aangebied word en wat deur die Arbeidsowerhede in die Republiek van Suid-Afrika gemagtig is;

free of charge. The following are specifically identified as projects upon which such professional assistance and advice will be rendered:

(a) Tarring of the road from Sibasa through Nzhelele valley up to Wylliespoort.

(b) Tarring of the road from Sibasa to the Magistrate's office at Thengwe.

6. Upon receipt of your reply indicating that the foregoing provisions are acceptable to the Government to Venda, the Government of the Republic of South Africa will consider that this Note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on 13 September 1979.

Please accept, Mr Chief Minister, the assurance of my highest consideration.

P. G. J. KOORNHOF, Minister of Co-operation and Development.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE EMPLOYMENT OF CITIZENS OF THE REPUBLIC OF SOUTH AFRICA IN VENDA AND TO THE EMPLOYMENT OF CITIZENS OF VENDA IN THE REPUBLIC OF SOUTH AFRICA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas it is considered necessary to make certain arrangements relating to the employment of citizens of the Republic of South Africa in Venda and to the employment of citizens of Venda in the Republic of South Africa after the attainment of independence by Venda; and

Whereas it is considered necessary to make provision for sundry additional matters affecting citizens of Venda in the Republic of South Africa; and

Whereas it is considered necessary also to make provision for sundry additional matters affecting citizens of the Republic of South Africa in Venda;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

No citizen of Venda recruited in Venda for employment in the Republic of South Africa shall enter the Republic of South Africa for the purpose of taking up such employment unless—

(a) he complies with the laws and regulations relating to the admission to, residence in and departure from the Republic of South Africa;

(b) he is in possession of a written contract of employment attested in Venda or a "call-in card" (i.e. an abridged service contract completed by a previous employer for the re-engagement of a worker after completion of the original service contract) duly completed by his previous employer offering employment, and authorised by the Labour Authorities in the Republic of South Africa;

(c) hy, indien hy homself nie positief kan identifiseer by wyse van 'n identiteitsdokument wat deur die Regering van die Republiek van Suid-Afrika erken word nie, in besit is van 'n behoorlik voltooide stel van sy vingerafdrukke onder toesig van 'n beampete van die Regering van Venda geneem.

ARTIKEL 2

Geen burger van die Republiek van Suid-Afrika, in die Republiek van Suid-Afrika gewerf vir diens in Venda, mag Venda binnegaan met die doel om sodanige diens te aanvaar nie, tensy hy voldoen aan die bepalings van die wette en regulasies met betrekking tot die toelating tot, verblyf in en vertrek uit Venda.

ARTIKEL 3

Nieteenstaande die bepalings van Artikels 1 en 2 moet 'n burger van die Republiek van Suid-Afrika wat wettiglik in Venda in diens is en 'n burger van Venda wat wettiglik in die Republiek van Suid-Afrika in diens is, wat die gemeenskaplike grens gereeld moet oorsteek om na hulle werksplekke of hulle woonplekke, na gelang van die geval, te gaan, voor binnekoms die nodige magtiging tot sodanige binnekoms van die betrokke owerhede in die land waar hy in diens is, verkry, welke magtiging geldig is vir 'n tydperk van nie meer as drie jaar nie.

ARTIKEL 4

'n Werkgewer in die Republiek van Suid-Afrika wat enige burgers van Venda in die Republiek van Suid-Afrika wil inbring vir die doel van indiensneming moet—

(a) behalwe waar sodanige burgers vir indiensneming gewerf word vir die goud- of steenkoolmyne wat verteenwoordig word deur die Employment Bureau of Africa Limited, NCOLA Employment Services (Pty) Ltd of the Anglo Collieries Recruiting Organisation, toegelaat word om dit te doen slegs nadat hy van die Regering van die Republiek van Suid-Afrika 'n sertifikaat verkry het wat aandui dat hy toegelaat word om sodanige burgers in diens te neem tot 'n getal in die sertifikaat vermeld;

(b) van die Regering van Venda toestemming verkry om sodanige burgers te werf vir diens in die Republiek van Suid-Afrika, en reëlins met die Regering van Venda tref oor die plek waar die betrokke burgers aldus gewerf moet word;

(c) aan die Regering van Venda sodanige gelde betaal as wat van tyd tot tyd voorgeskryf word en waarvan die Regering van die Republiek van Suid-Afrika in kennis gestel moet word;

(d) in Venda met elke burger van Venda wat aldus gewerf word, sodanige skriftelike dienskontrak sluit as wat die arbeidswette van Venda vereis en wat in ooreenstemming is met die voorwaardes beding vir die inbring van enige persoon in die Republiek van Suid-Afrika vir die doel van indiensneming.

ARTIKEL 5

'n Werkgewer in Venda wat enige burgers van die Republiek van Suid-Afrika in Venda wil inbring vir die doel van indiensneming, moet—

(a) toegelaat word om dit te doen slegs nadat hy van die Regering van Venda 'n sertifikaat verkry het wat aandui dat hy toegelaat word om sodanige burgers in diens te neem tot 'n getal in die sertifikaat vermeld;

(c) he, if he cannot positively identify himself by means of an identification document recognized by the Government of the Republic of South Africa, is in possession of a duly completed set of his fingerprints taken under the supervision of an official of the Government of Venda.

ARTICLE 2

No citizen of the Republic of South Africa recruited in the Republic of South Africa for employment in Venda shall enter Venda for the purpose of taking up such employment unless he complies with the laws and regulations relating to the admission to, residence in and departure from Venda.

ARTICLE 3

Notwithstanding the provisions of Articles 1 and 2, a citizen of the Republic of South Africa lawfully employed in Venda and a citizen of Venda lawfully employed in the Republic of South Africa who have to cross the common border regularly to proceed to their places of employment or to their places of residence, as the case may be, shall prior to entry, obtain from the appropriate authorities in the country where they are employed the necessary authority for such entry, which authority shall be valid for a period not exceeding three years.

ARTICLE 4

An employer in the Republic of South Africa who wishes to introduce any citizens of Venda into the Republic of South Africa for the purpose of employment, shall—

(a) except where such citizens have been recruited for employment by the gold or coal mines represented by the Employment Bureau of Africa Limited, the NCOLA Employment Services (Pty) Ltd or the Anglo Collieries Recruiting Organisation, be permitted to do so only after he has obtained from the Government of the Republic of South Africa a certificate to the effect that he is permitted to engage the number of such citizens specified in such certificate;

(b) obtain from the Government of Venda permission to recruit such citizens for employment in the Republic of South Africa, and arrange with the Government of Venda at which place the citizens concerned are to be so recruited;

(c) pay to the Government of Venda such fees as may be prescribed from time to time, of which the Government of the Republic of South Africa shall be notified; and

(d) in Venda, enter into such written contract of employment with every citizen of Venda so recruited as may be required by the labour laws of Venda, which contract shall be in accordance with the conditions stipulated for the introduction into the Republic of South Africa of any person for the purpose of employment.

ARTICLE 5

An employer in Venda who wishes to introduce any citizens of the Republic of South Africa into Venda for the purpose of employment, shall—

(a) be permitted to do so only after he has obtained from the Government of Venda a certificate to the effect that he is permitted to engage the number of such citizens specified in such certificate;

(b) van die Regering van die Republiek van Suid-Afrika toestemming verkry om sodanige burgers te werf vir diens in Venda, en reëlings met die Regering van die Republiek van Suid-Afrika tref oor die plek waar die betrokke burgers aldus gewerf moet word;

(c) aan die Regering van die Republiek van Suid-Afrika sodanige gelde betaal as wat van tyd tot tyd voorgeskryf word en waarvan die Regering van Venda in kennis gestel moet word;

(d) in die Republiek van Suid-Afrika met elke burger van die Republiek van Suid-Afrika wat aldus gewerf word, sodanige skriftelike dienskontrak sluit as wat die arbeidswette van die Republiek van Suid-Afrika vereis en wat in ooreenstemming is met die voorwaardes beding vir die inbring van enige persoon in Venda vir die doel van indiensneming.

ARTIKEL 6

Burgers van Venda wat—

(a) in besit is van geldige paspoorte of ander erkende reisdokumente; en

(b) op die datum van onafhanklikwording van Venda—

(i) wettiglik in die Republiek van Suid-Afrika in diens is; of

(ii) nie in die Republiek van Suid-Afrika in diens is nie maar vóór daardie datum wettiglik in diens was en op daardie datum wettiglik in die Republiek van Suid-Afrika woon;

word, ingeval hulle in nuwe diens tree, nie verplig om na Venda terug te keer nie en kan, behoudens die geldende wette van die Republiek van Suid-Afrika, in die Republiek van Suid-Afrika in diens tree. Met dien verstande dat die bepalings van hierdie Artikel nie geld nie ten opsigte van enige sodanige burgers van Venda van wie ingevolge hulle dienskontrakte vereis word dat hulle ná voltooiing van sodanige kontrakte, na Venda terugkeer.

ARTIKEL 7

Burgers van die Republiek van Suid-Afrika wat—

(a) in besit is van geldige paspoorte of ander erkende reisdokumente; en

(b) op die datum van onafhanklikwording van Venda—

(i) wettiglik in Venda in diens is; of

(ii) nie in Venda in diens is nie, maar vóór daardie datum wettiglik in diens was en op daardie datum wettiglik in Venda woon;

word, ingeval hulle in nuwe diens tree, nie verplig om na die Republiek van Suid-Afrika terug te keer nie en kan, behoudens die geldende wette van Venda, in Venda in diens tree. Met dien verstande dat die bepalings van hierdie Artikel nie geld nie ten opsigte van enige sodanige burgers van die Republiek van Suid-Afrika van wie ingevolge hulle dienskontrakte vereis word dat hulle na voltooiing van sodanige kontrakte na die Republiek van Suid-Afrika terugkeer.

ARTIKEL 8

Ooreenkomste tussen die Regering van Venda aan die een kant en enige werwingsorganisasie aan die ander kant, met betrekking tot die werwing van burgers van Venda in Venda vir indiensneming in die Republiek van Suid-Afrika, en aangegaan voor of na die datum van onafhanklikheid van Venda, sal onderhewig wees aan die goedkeuring van die Regering van die Republiek van Suid-Afrika.

(b) obtain from the Government of the Republic of South Africa permission to recruit such citizens for employment in Venda, and arrange with the Government of the Republic of South Africa at which place the citizens concerned are to be so recruited;

(c) pay to the Government of the Republic of South Africa such fees as may be prescribed from time to time, of which the Government of Venda shall be notified; and

(d) in the Republic of South Africa, enter into such written contract of employment with every citizen of the Republic of South Africa so recruited as may be required by the labour laws of the Republic of South Africa, which contract shall be in accordance with the conditions stipulated for the introduction into Venda of any person for the purpose of employment.

ARTICLE 6

Citizens of Venda who—

(a) are in possession of valid passports or other recognised travel documents; and

(b) on the date of independence of Venda—

(i) are legally employed in the Republic of South Africa; or

(ii) are not in employment in the Republic of South Africa but were legally employed prior to that date and are, on that date, lawfully resident in the Republic of South Africa;

shall, in the event of their entering into new employment, not be required to return to Venda and may, subject to the prevailing laws of the Republic of South Africa, enter into employment in the Republic of South Africa: Provided that the provisions of this Article shall not apply to any such citizens of Venda who, in terms of their contracts of service, are required to return to Venda on the completion of such contracts of service.

ARTICLE 7

Citizens of the Republic of South Africa who—

(a) are in possession of valid passports or other recognised travel documents; and

(b) on the date of independence of Venda—

(i) are legally employed in Venda; or

(ii) are not in employment in Venda but were legally employed prior to that date and are, on that date, lawfully resident in Venda;

shall, in the event of their entering into new employment, not be required to return to the Republic of South Africa and may, subject to the prevailing laws of Venda, enter into employment in Venda: Provided that the provisions of this Article shall not apply to any such citizens of the Republic of South Africa, who, in terms of their contracts of service, are required to return to the Republic of South Africa on the completion of such contracts of service.

ARTICLE 8

Arrangements between the Government of Venda on the one hand and any recruiting organisation on the other, relating to the recruitment of citizens of Venda in Venda for employment in the Republic of South Africa, whether made before or after the date of independence of Venda, shall be subject to the approval of the Government of the Republic of South Africa.

ARTIKEL 9

Ooreenkomste tussen die Regering van die Republiek van Suid-Afrika aan die een kant en enige werwings-organisasie aan die ander kant, met betrekking tot die werwing van burgers van die Republiek van Suid-Afrika in die Republiek van Suid-Afrika vir indiensneming in Venda, en aangegaan voor of na die datum van onafhanklikheid van Venda, sal onderhewig wees aan die goedkeuring van die Regering van Venda.

ARTIKEL 10

Ondanks die beëindiging van hierdie Ooreenkoms bly 'n dienskontrak wat op die datum van sodanige beëindiging bestaan, van krag en geld sy gewone loop-tyd.

ARTIKEL 11

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda, en kan deur enigeen van die twee Partye beëindig word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

P. G. J. KOORNHOF.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT DIE ONTWIKKELING VAN SEKERE GEBIEDE EN DIE ONDERNEEM VAN VESTIGINGS-PROJEKTE IN VENDA DEUR DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hul mense bestaan; en

Nademaal die Regering van die Republiek van Suid-Afrika beplan het om ontwikkelings- en vestigingsprojekte op Suid-Afrikaanse Ontwikkelingsgrond in Venda te onderneem; en

Nademaal die grond waarop die ontwikkelings- en vestigingsprojekte na beplan is onderneem gaan word, ná die datum van onafhanklikwording van Venda by Venda ingelyf sal word; en

Nademaal die Regering van die Republiek van Suid-Afrika nie onvoltooide projekte wil oordra of die Regering van Venda onnodig met bykomende verpligtings wil belas nie; en

Nademaal die Regering van die Republiek van Suid-Afrika begerig is om ná die datum van onafhanklikwording van Venda verdere ontwikkelingsprojekte in Venda te onderneem;

ARTICLE 9

Arrangements between the Government of the Republic of South Africa on the one hand and any recruiting organisation on the other, relating to the recruitment of citizens of the Republic of South Africa in the Republic of South Africa for employment in Venda, whether made before or after the date of independence of Venda, shall be subject to the approval of the Government of Venda.

ARTICLE 10

Notwithstanding the termination of this Agreement any contract of employment in existence at the date of such termination shall remain in force and run its ordinary course.

ARTICLE 11

(a) This Agreement shall enter into force on the date of independence of Venda, and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

P. G. J. KOORNHOF.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE DEVELOPMENT OF CERTAIN AREAS AND THE UNDERTAKING OF SETTLEMENT PROJECTS IN VENDA BY THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa has planned to undertake development and settlement projects on South African Development Trust land in Venda; and

Whereas after the date of independence of Venda the land on which these development and settlement projects are planned to be undertaken, will be incorporated in Venda; and

Whereas the Government of the Republic of South Africa does not wish to burden unnecessarily the Government of Venda with additional commitments; and

Whereas the Government of the Republic of South Africa is desirous of undertaking development and settlement projects in Venda after the date of independence of Venda;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Na die datum van onafhanklikwording van Venda onderneem die Regering van die Republiek van Suid-Afrika om sodanige vestigingsprojekte as wat nodig geag word vir doeleindes wat deur die Regering van die Republiek van Suid-Afrika, in oorleg met die Regering van Venda, bepaal word.

ARTIKEL 2

Die Regering van die Republiek van Suid-Afrika en die Regering van Venda gaan vir die onderneming van nuwe vestigingsprojekte deur hulle goedgekeur, voort om gebruik te maak van sodanige agent of agente as waaroor ooreengekom word, as ontwikkelingsagent of -agente.

ARTIKEL 3

1. (a) 'n Venda/Suid-Afrikaanse Vestigingsraad (hieronder die "Raad" genoem) word ingestel en bestaan uit vier lede van wie twee deur die Regering van die Republiek van Suid-Afrika en twee deur die Regering van Venda aangestel word.

(b) Die lede van die Raad word vir 'n tydperk van drie jaar aangestel: Met dien verstande dat die Regering wat 'n lid aangestel het, te eniger tyd die aanstelling van sodanige lid kan intrek en 'n plaasvervanger vir die onverstreke gedeelte van die termyn kan aanstel.

(c) Die lede van die Raad kies uit eie geledere die eerste Voorsitter van die Raad, wat sy amp beklee vir 'n tydperk van 12 maande en daarna word die Voorsitterskap van die Raad met tussenpose van 12 maande beklee deur 'n lid aangestel deur die Regering van die Republiek van Suid-Afrika en 'n lid aangestel deur die Regering van Venda.

(d) Die Raad moet minstens een maal per jaar vergader, op die tye en plekke deur die Voorsitter bepaal, na minstens 21 dae kennisgewing aan die lede.

(e) Die Voorsitter moet op alle vergaderings van die Raad voorsit, maar as hy van 'n vergadering van die Raad afwesig is, moet die lede wat teenwoordig is, uit eie geledere 'n persoon verkies om op sodanige vergadering voor te sit.

(f) Drie lede van die Raad vorm 'n kworum.

(g) 'n Besluit van die meerderheid van die lede van die Raad wat op 'n vergadering van die Raad aanwesig is, is 'n besluit van die Raad en in die geval van 'n staking van stemme oor enige aangeleentheid het die persoon wat op die betrokke vergadering voorsit, benewens sy beraadslagende stem, 'n beslissende stem.

(h) Die Raad moet behoorlike notule laat hou van al die verrigtinge van sy vergaderings.

(i) Tensy die Raad anders besluit, is die Voorsitter verantwoordelik vir die beskikbaarstelling van 'n Komiteeklerk, wie se plig dit is om sakelyste op te stel en te versprei, om notules van vergaderings te hou en om besluite van die Raad aan die betrokke ontwikkelingsagent oor te dra.

2. Die Raad moet oorweging skenk aan alle toekomstige vestigingsprojekte wat die Regering van die Republiek van Suid-Afrika onderneem vir die vestiging in Venda van burgers van Venda uit die Republiek van Suid-Afrika, en voorstelle oor sodanige vestigingsprojekte kan deur of die Regering van die Republiek van Suid-Afrika of die Regering van Venda aan die Raad voorgelê word.

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

After the date of independence of Venda the Government of the Republic of South Africa shall undertake such development and settlement projects in Venda as may be deemed necessary for purposes to be determined by the Government of the Republic of South Africa in consultation with the Government of Venda.

ARTICLE 2

The Government of the Republic of South Africa and the Government of Venda shall for the undertaking of development and settlement projects approved by them, make use of such agent or agents as may be agreed upon, as developing agent or agents.

ARTICLE 3

1. (a) There shall be a Venda/South African Settlement Board (hereinafter referred to as the "Board") which shall consist of four members of whom two shall be appointed by the Government of the Republic of South Africa and two by the Government of Venda.

(b) The members of the Board shall be appointed for a period of three years: Provided that the Government which has appointed a member may at any time cancel the appointment of such member and appoint a substitute for the unexpired portion of the term.

(c) The members of the Board shall from among themselves elect the first Chairman of the Board who shall hold office for a period of 12 months and thereafter the Chairmanship of the Board shall alternate between a member appointed by the Government of the Republic of South Africa and a member appointed by the Government of Venda at intervals of 12 months.

(d) The Board shall meet not less than once per year at the times and places determined by the Chairman after at least 21 days' notice to the members.

(e) The Chairman shall preside at all meetings of the Board, but if he is absent from any meeting of the Board the members present shall elect a person from among themselves to preside at such meeting.

(f) Three members of the Board shall form a quorum.

(g) A decision of a majority of the members of the Board present at a meeting of the Board shall constitute a decision of the Board, and in the event of an equality of votes on any matter, the person presiding at the meeting in question, shall have a casting vote in addition to his deliberative vote.

(h) The Board shall cause proper minutes of all the proceedings of its meetings to be kept.

(i) Unless the Board decides otherwise, the Chairman shall be responsible for the provision of a Committee Clerk whose function shall be to prepare and distribute agendas, to keep minutes of meetings and to convey decisions of the Board to the developing agent concerned.

2. The Board shall consider all future settlement projects to be undertaken by the Government of the Republic of South Africa for the settlement in Venda of citizens of Venda from the Republic of South Africa and proposals for such settlement projects may be submitted to the Board by either the Government of the Republic of South Africa or the Government of Venda.

3. Die besluite van die Raad moet na die betrokke ontwikkelingsagent, in Artikel 2 bedoel, verwys word vir die uitvoering van sodanige besluite.

4. Die besluite van die Raad is bindend vir die Regering van die Republiek van Suid-Afrika en die Regering van Venda.

ARTIKEL 4

Die Regering van die Republiek van Suid-Afrika verbind hom daartoe om alle projekte wat kragtens hierdie Ooreenkoms onderneem word, uit eie fondse te finansier. Met dien verstande dat die tempo waarteen die projekte voltooi word, bepaal word deur die beskikbaarheid van fondse gedurende enige enkele boekjaar.

ARTIKEL 5

By die voltooiing van 'n projek of enige gedeelte van 'n projek kragtens hierdie Ooreenkoms, word sodanige projek of 'n gedeelte van 'n projek aan die Regering van Venda deur die Regering van die Republiek van Suid-Afrika oorgedra, en daarna is die administrasie en instandhouding daarvan die verantwoordelikheid van die Regering van Venda en alle inkomste en uitgawe ten opsigte daarvan is vir die rekening van die Regering van Venda.

ARTIKEL 6

Enige huisvesting wat vir vestigingsdoeleindes of vir die doel van behuising van nywerheidswerkers ingevolge 'n vestigings- of ontwikkelingsprojek kragtens hierdie Ooreenkoms opgerig is, word slegs vir sodanige doeleindes deur die Regering van Venda toegewys.

ARTIKEL 7

Die Regering van die Republiek van Suid-Afrika onderneem om te poog om persone wat nie burgers van Venda is nie, wat Venda ná die datum van onafhanklikwording van Venda verlaat, in vestigingsprojekte of elders te huisves en die Regering van Venda onderneem om sodanige persone wat nog in Venda woonagtig is op die datum van onafhanklikwording, toe te laat om in Venda aan te bly totdat paslike reëlins deur die Regering van die Republiek van Suid-Afrika getref kan word om sodanige persoon te huisves.

ARTIKEL 8

(a) Indien 'n werkgewer op eie koste 'n woning in 'n vestigingsprojek oprig vir okkupasie deur 'n werknemer in sy diens en die koste van die woning maandeliks uit die werknemer se salaris verhaal word, en sodanige werknemer sy diens verlaat en nie verdere betalings wil maak nie, val die reg op okkupasie van sodanige woning aan die werkgewer terug.

(b) Indien 'n werkgewer aan 'n werknemer in sy diens 'n lening beskikbaar stel vir die oprigting van 'n woning in 'n vestigingsprojek en sodanige werknemer in gebreke bly om sodanige lening terug te betaal ingevolge die voorwaardes soos ooreengekom tussen sodanige werkgewer en werknemer, val die reg op okkupasie van sodanige woning aan die werkgewer terug.

(c) Indien die verskaffing van 'n woning aan 'n werknemer 'n diensvoorwaarde is van sodanige werknemer en sodanige woning opgerig word in 'n vestigingsprojek op koste van die werkgewer en die werknemer sy diens verlaat, val die reg op okkupasie aan die werkgewer terug.

3. The decisions of the Board shall be referred to the appropriate developing agent referred to in Article 2 for implementation of such decisions.

4. The decisions of the Board shall be binding on the Government of the Republic of South Africa and the Government of Venda.

ARTICLE 4

The Government of the Republic of South Africa undertakes to finance all projects undertaken in terms of this Agreement from its own funds: Provided that the rate at which the projects shall be completed shall be determined by the availability of funds in any one financial year.

ARTICLE 5

On completion of a project or any portion of a project in terms of this Agreement, such project or portion of a project shall be handed over to the Government of Venda by the Government of the Republic of South Africa, and thereafter the administration and maintenance thereof shall be the responsibility of the Government of Venda and all revenue and expenditure in respect thereof shall be for the account of the Government of Venda.

ARTICLE 6

Any accommodation erected for settlement purposes or for the purpose of housing industrial workers in terms of a settlement or development project under this Agreement shall be allocated by the Government of Venda for such purposes only.

ARTICLE 7

The Government of the Republic of South Africa undertakes to endeavour to accommodate persons who are not citizens of Venda who leave Venda after the date of independence of Venda in settlement projects or elsewhere and the Government of Venda undertakes to allow such persons who are resident in Venda at the date of independence to remain in Venda until such time as suitable arrangements can be made by the Government of the Republic of South Africa to accommodate such persons.

ARTICLE 8

(a) If an employer erects a dwelling at his cost in a settlement project for the occupation by an employee in his service and the cost of such dwelling is recovered monthly from such employee's salary and such employee leaves his service and does not wish to make any further payments, the right of occupation of such dwelling shall revert to the employer.

(b) If an employer makes available to an employee in his service a loan for the erection of a dwelling in a settlement project and such employee fails to repay such loan on the terms agreed upon between such employer and employee the right of occupation of such dwelling shall revert to the employer.

(c) If the provision of a dwelling to an employee is a condition of employment of such employee and such dwelling is erected at the cost of the employer in a settlement project and the employee leaves his service, the right to occupation of such dwelling shall revert to the employer.

ARTIKEL 9

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enige van die twee partye beëindig word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

P. G. J. KOORNHOF.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Vir die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA RAKENDE DIE EKONOMIESE ONTWIKKLING VAN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkings erken wat tussen die twee Regerings en hulle mense bestaan; en

Nademaal die verdere ekonomiese ontwikkeling van Venda wenslik is; en

Nademaal sodanige verdere ekonomiese ontwikkeling vir die Regering en mense van Venda aanvaarbaar bevorder kan word deur die oordrag van al die belange en funksies van die Ekonomiese Ontwikkelingskorporasie Beperk of ander korporasies soos omskryf in artikel 5 (1) (b) van die Wet op die Bevordering van die Ekonomiese Ontwikkeling van Swart State, 1968 (Wet 46 van 1968), (hierna genoem Suid-Afrikaanse korporasies), aan die Venda-ontwikkelingskorporasie Beperk; en

Nademaal ekonomiese ontwikkeling bevorder kan word deur hegte samewerking tussen die Venda-ontwikkelingskorporasie Beperk en die Ekonomiese Ontwikkelingskorporasie Beperk of Suid-Afrikaanse korporasies; en

Nademaal dit wenslik is om die basiese diensvoorraades van personeel wat deur die Ekonomiese Ontwikkelingskorporasie Beperk of enige Suid-Afrikaanse korporasie tot beskikking gestel word van die Venda-ontwikkelingskorporasie Beperk of ander korporasies wat deur die Regering van Venda beheer word, te formaliseer;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Regering van Venda en/of die Venda-ontwikkelingskorporasie Beperk of enige ander ontwikkelingskorporasie of ander regsentiteit in Venda kan die Ekonomiese Ontwikkelingskorporasie Beperk of enige Suid-Afrikaanse korporasie versoek om aan hulle sodanige hulp te verleen as wat nodig geag word, insluitende

ARTICLE 9

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

P. G. J. KOORNHOF.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE ECONOMIC DEVELOPMENT OF VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relationship existing between the two Governments and their peoples; and

Whereas the further economic development of Venda is desirable; and

Whereas such further economic development can for the Government and peoples of Venda acceptably be promoted by the transfer of all the interests and functions of the Corporation of Economic Development Limited or other corporations as defined in section 5 (1) (b) of the Promotion of the Economic Development of Black States Act, 1968 (Act 46 of 1968) (hereinafter referred to as South African corporations), to the Venda Development Corporation Limited; and

Whereas economic development can be promoted by close co-operation between the Venda Development Corporation and the Corporation for Economic Development Limited or South African corporations; and

Whereas it is desirable to formalise the basic conditions of service of personnel made available by the Corporation for Economic Development Limited or any South African corporation to the Venda Development Corporation Limited or other corporations controlled by the Government of Venda;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The Government of Venda and/or the Venda Development Corporation Limited or any other development corporation or other legal entity in Venda may request the Corporation of Economic Development Limited or any South African corporation to afford them such assistance as may be deemed necessary,

die sekondering van personeel, en genoemde Ekonomiese Ontwikkelingskorporasie Beperk of enige Suid-Afrikaanse korporasie kan aan hulle, volgens die bepalinge en op die voorwaardes deur sowel die Regering van die Republiek van Suid-Afrika as die Regering van Venda goedgekeur, sodanige hulp verleen as waaroor ooreengekom word.

ARTIKEL 2

Die Venda-ontwikkelingskorporasie Beperk of enige ander ontwikkelingskorporasie of ander regsentiteit in Venda mag met die vooraf verkreeë goedkeuring van die Regering van Venda, met die Ekonomiese Ontwikkelingskorporasie Beperk of enige Suid-Afrikaanse korporasie ooreenkom om finansierings- en/of bestuursooreenkomste aan te gaan (hetsy tesame met enige buitepartye of nie) betreffende kommersiële, industriële, landbou-, mynbou-, vervoer-, finansiële en ander tipes sake-ondernemings in die loop van die bevordering van die ekonomiese ontwikkeling van Venda.

ARTIKEL 3

(i) Daar word hiermee uitdruklik ooreengekom dat die totale regte en verpligtinge van die Ekonomiese Ontwikkelingskorporasie in Tshivhase Teeprodusente (Edms.) Beperk, hetsy die belange bestaan uit aandele, lenings of wat ook al, aan die Venda-ontwikkelingskorporasie op of voor 13 September 1979 oorgedra word en voorts dat Sapekoe (Edms.) Beperk sy 20 per sent aandele en bygaande regte en verpligtinge in genoemde maatskappy behou op die voorwaardes van die ooreenkoms wat van krag is tussen Sapekoe (Edms.) Beperk en die Ekonomiese Ontwikkelingskorporasie Beperk op die datum van ondertekening van hierdie Ooreenkoms.

(ii) Voorts word uitdruklik ooreengekom dat die Ekonomiese Ontwikkelingskorporasie Beperk al sy regte en verpligtinge in die projek bekend as Phaswana Koffie Projek aan die Venda-ontwikkelingskorporasie Beperk op of voor 13 September 1979 oordra.

ARTIKEL 4

Dit staan enige persoon of regsentiteit wat enige industriële, handels- en/of landbouonderneming bedryf, of daarby betrokke is in Venda ingevolge 'n ooreenkoms met die Ekonomiese Ontwikkelingskorporasie Beperk of enige Suid-Afrikaanse korporasie of met die Venda-ontwikkelingskorporasie Beperk as opvolger in sekere regte en verpligtinge van die Ekonomiese Ontwikkelingskorporasie Beperk of enige Suid-Afrikaanse korporasie ingevolge so 'n ooreenkoms, vry om sy onderneming of aktiwiteite in Venda ingevolge die betrokke ooreenkoms vir die duur daarvan voort te sit, en die Regering van Venda verbind hom daartoe om nie op te tree of optrede toe te laat om sodanige persoon of regsentiteit te verhoed om sy onderneming of aktiwiteite ingevolge die betrokke ooreenkoms voort te sit nie.

ARTIKEL 5

Die Regering van die Republiek van Suid-Afrika verbind hom daartoe om, met die instemming van die Ekonomiese Ontwikkelingskorporasie Beperk en die Mynboukorporasie Beperk, enige verpligting wat voortspruit uit vrywarings gegee ingevolge artikel 7A van die Wet op die Bevordering van die Ekonomiese Ontwikkeling van Swart State, 1968 (Wet 46 van 1968), na te kom en die Regering van Venda verbind hom daartoe om enige bedrae wat uitbetaal is ter vereffening van sodanige verpligting, aan die Regering van die Republiek van Suid-Afrika terug te betaal.

including the secondment of personnel, and the said Corporation for Economic Development Limited or any South African corporation may afford them, on the terms and conditions approved by both the Government of the Republic of South Africa and the Government of Venda, such assistance as may be agreed upon.

ARTICLE 2

The Venda Development Corporation Limited or any other development corporation or other legal entity in Venda may, with the prior approval of the Government of Venda, agree with the Corporation for Economic Development Limited or any South African corporation to enter into financing and/or management agreements (whether in conjunction with any outside parties or not) concerning commercial, industrial, agricultural, mining, transport, financial and other types of business undertakings in the course of the promotion of the economic development of Venda.

ARTICLE 3

(i) It is hereby specially agreed that the total rights and obligations of the Corporation for Economic Development in Tshivhase Teeprodusente (Pty) Limited, whether such interest be by way of shareholding, loans or whatever, be transferred to the Venda Development Corporation on or before 13 September 1979 and further that Sapekoe (Pty) Limited retains its 20 per cent shareholding and accompanying rights and obligations in the said company in terms of the agreements in force between Sapekoe (Pty) Limited and the Corporation for Economic Development Limited on the date of signature of this Agreement.

(ii) It is further specifically agreed that the Corporation for Economic Development Limited transfer all its rights and obligations in the project known as Phaswana Coffee Project to the Venda Development Corporation Limited on or before the 13 September 1979.

ARTICLE 4

Any person or legal entity carrying on or engaged in any industrial, commercial and/or agricultural undertaking in Venda under an agreement with the Corporation for Economic Development Limited or any South African corporation, or with the Venda Development Corporation Limited, as the successor to certain rights and obligations of the Corporation for Economic Development Limited, or any South African corporation, under such an agreement, shall be free to continue his undertaking or activities in Venda under the relevant agreement for the duration thereof, and the Government of Venda undertakes not to take action or allow action to be taken to prevent such person or legal entity from carrying on his undertaking or activities under the relevant agreement.

ARTICLE 5

The Government of the Republic of South Africa, with the concurrence of the Corporation for Economic Development Limited and the Mining Corporation Limited, undertakes to honour any obligations which may arise from indemnities given in terms of section 7A of the Promotion of the Economic Development of Black States Act, 1968 (Act 46 of 1968), and the Government of Venda undertakes to reimburse the Government of the Republic of South Africa any amounts disbursed in respect of the settlement of any such obligation.

ARTIKEL 6

Die Regering van Venda verbind hom daartoe om die terugbetaling van lenings wat deur die Ekonomiese Ontwikkelingskorporasie Beperk aan die Venda-ontwikkelingskorporasie Beperk of enige ander ontwikkelingskorporasie in Venda toegestaan is, te waarborg.

ARTIKEL 7

Die Regering van Venda verbind hom, ten opsigte van personeel van die Ekonomiese Ontwikkelingskorporasie Beperk of van enige Suid-Afrikaanse korporasie wat kragtens hierdie Ooreenkoms tot beskikking van die Venda-ontwikkelingskorporasie Beperk of ander ontwikkelingskorporasies in Venda gestel word, daartoe om—

(a) hulle die reg toe te staan om geld uit bankrekenings wat hulle in Venda het, oor te plaas na die Republiek van Suid-Afrika;

(b) hulle repatriasie en dié van hul gesinne in geval van burgerlike oproer of 'n ander krisis te vergemaklik; en

(c) hulle immuniteit teen kriminele vervolging en vrywaring teen siviele aanspreeklikheid te verleen ten opsigte van gesproke of geskrewe woorde en alle handelinge deur hulle verrig in die vervulling van hulle amptelike pligte: Met dien verstande dat die Regering van die Republiek van Suid-Afrika in 'n paslike geval van sodanige immuniteit of vrywaring kan afsien.

ARTIKEL 8

(a) Hierdie Ooreenkoms tree in werking op 13 September 1979 en kan deur enigene van die twee Partye opgesê word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

P. G. J. KOORNHOF, Minister van Samewerking en Ontwikkeling.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens de Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT DIE LEWERING VAN SEKERE REGSKUNDIGE DIENSTE AAN DIE REGERING VAN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkings wat daar tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Regering van die Republiek van Suid-Afrika deur bemiddeling van sy Departement van Samewerking en Ontwikkeling tans sekere regskundige dienste aan die Regering van Venda lewer; en

ARTICLE 6

The Government of Venda undertakes to guarantee the repayment of loans granted to the Venda Development Corporation Limited or any other development corporation in Venda by the Corporation for Economic Development Limited.

ARTICLE 7

The Government of Venda undertakes, in respect of personnel of the Corporation for Economic Development Limited or any South African corporation made available to the Venda Development Corporation Limited or other development corporations in Venda in terms of this Agreement, to—

(a) accord them the right to effect transfers of money from banking accounts maintained by them in Venda to the Republic of South Africa;

(b) facilitate their repatriation and that of their families in the event of civil unrest or other crisis; and

(c) grant them immunity from criminal prosecution and indemnity against civil liability in respect of words spoken or written and all acts performed by them in the course of their official duties: Provided that the Government of the Republic of South Africa may waive such immunity or indemnity in an appropriate case.

ARTICLE 8

(a) This Agreement shall become effective on 13 September 1979 and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment to this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

P. G. J. KOORNHOF, Minister of Co-operation and Development.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE RENDERING OF CERTAIN LEGAL SERVICES TO THE GOVERNMENT OF VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa through its Department of Co-operation and Development is at present rendering certain legal services to the Government of Venda; and

Nademaal dit dienstig geag word dat die Regering van die Republiek van Suid-Afrika deur bemiddeling van sy Departement van Samewerking en Ontwikkeling voortgaan om sodanige dienste aan die Regering van Venda te lewer ná die onafhanklikwording van Venda;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Departement van Samewerking en Ontwikkeling van die Republiek van Suid-Afrika gaan, ná die onafhanklikwording van Venda en vir solank as wat die Regering van Venda dit verlang, voort om die regs-kundige dienste wat voor die datum van onafhanklikwording aan Venda gelewer is, kosteloos te lewer.

ARTIKEL 2

(a) Hierdie Ooreenkoms tree in werking op die datum waarop Venda onafhanklik word en kan deur enigeen van die twee Partye opgesê word deur aan die ander Party drie maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

P. G. J. KOORNHOF, Minister van Samewerking en Ontwikkeling.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN VENDA EN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA MET BETREKKING TOT DIE OPLEIDING VAN PERSONEEL VAN DIE REGERING VAN VENDA

AANHEF

Nademaal die Regering van Venda en die Regering van die Republiek van Suid-Afrika die vriendskaplike betrekkinge wat daar tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal die Regering van die Republiek van Suid-Afrika tans personeel van die Regering van Venda oplei of sodanige opleiding reël waar die Regering van Venda nie in staat is om sodanige opleiding te verskaf of te reël nie; en

Nademaal dit dienstig geag word dat die Regering van die Republiek van Suid-Afrika voortgaan met sodanige opleiding of daarvoor te reël ná die onafhanklikwording van Venda;

So is dit dat die Regering van Venda en die Regering van die Republiek van Suid-Afrika soos volg ooreenkom:

ARTIKEL 1

Die Regering van die Republiek van Suid-Afrika gaan, na die onafhanklikwording van Venda en vir solank as wat die Regering van Venda dit verlang,

Whereas it is deemed expedient that the Government of the Republic of South Africa through its Department of Co-operation and Development continues to render such services to the Government of Venda after the attainment of independence by Venda;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The Department of Co-operation and Development of the Republic of South Africa, shall, after the attainment of independence by Venda and for as long as the Government of Venda so desires, continue to render free of charge the legal services which were rendered to Venda prior to the date of independence.

ARTICLE 2

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving three months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

P. G. J. KOORNHOF, Minister of Co-operation and Development.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF VENDA AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA RELATING TO THE TRAINING OF PERSONNEL OF THE GOVERNMENT OF VENDA

PREAMBLE

Whereas the Government of Venda and the Government of the Republic of South Africa recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa is at present training personnel of the Government of Venda or arranging such training where the Government of Venda is unable to provide such training or arrange therefor; and

Whereas it is deemed expedient that the Government of the Republic of South Africa should continue such training or arrange therefor after the attainment of independence by Venda;

Now, therefore, the Government of Venda and the Government of the Republic of South Africa agree as follows:

ARTICLE 1

The Government of the Republic of South Africa shall, after the attainment of independence by Venda and for as long as the Government of Venda so

voort met die opleiding van personeel van die Regering van Venda of die reëling daarvan, soos voor die datum van onafhanklikwording.

ARTIKEL 2

(a) Hierdie Ooreenkoms tree in werking op datum van onafhanklikheid van Venda en kan deur enigeen van die twee Partye opgesê word deur aan die ander Party drie maande skriftelike kennis van sy voorneme daartoe langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen die twee Regerings.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

P. G. J. KOORNHOF, Minister van Samewerking en Ontwikkeling.

Namens die Regering van die Republiek van Suid-Afrika.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA IN VERBAND MET DIE AANKOOP EN OORDRAG DEUR DIE SUID-AFRIKAANSE ONTWIKKELINGSTRUST VAN GROND IN VENDA, DIE TOEVOEGING VAN GROND AAN VENDA NA DIE DATUM VAN ONAFHANKLIKWORDING VAN VENDA, DIE OKKUPASIE EN VERHURING VAN GROND INGEVOLGE BESTAANDE VERGUNNINGS TOT OKKUPASIE EN HUUROOREENKOMSTE, EN MINERAAL-, PROSPEKTEER- EN MYN-REGTE TEN OPSIGTE VAN GROND IN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hulle mense bestaan; en

Nademaal die Regering van die Republiek van Suid-Afrika hom daartoe verbind het en verplig is om vergoeding te betaal vir enige wesenlike verlies as gevolg van die verandering in die grondwetlike status van Venda aan enige eienaar wat nie 'n Swart persoon is nie, van enige besigheid of grond geleë in enige gebied in die distrikte genoem in die Wet op die Status van Venda, 1979 (Wet 107 van 1979); en

Nademaal—

(a) nie alle sodanige persone op die datum waarop Venda onafhanklikheid verkry, aldus vergoed sal gewees het nie;

(b) die Regering van die Republiek van Suid-Afrika voornemens is om sodanige verbintenisse en verpligtinge gestand te doen en om al die betrokke grond aan die Regering van Venda oor te dra; en

desires, continue to train personnel of the Government of Venda or arrange therefor, as before the date of independence.

ARTICLE 2

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving three months' written notice to the other Party through the diplomatic channel of its intention to do so.

(b) Any amendment of this Agreement agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between the two Governments.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

P. G. J. KOORNHOF, Minister of Co-operation and Development.

For the Government of the Republic of South Africa.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE PURCHASE AND TRANSFER BY THE SOUTH AFRICAN DEVELOPMENT TRUST OF LAND IN VENDA, THE ADDITION OF LAND TO VENDA AFTER THE DATE OF INDEPENDENCE OF VENDA, THE OCCUPATION AND LEASE OF LAND UNDER EXISTING PERMISSIONS TO OCCUPY AND AGREEMENTS OF LEASE AND MINERAL, PROSPECTING AND MINING RIGHTS IN RESPECT OF LAND IN VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa has given an undertaking and is obliged to compensate for any real loss resulting directly from the change of the constitutional status of Venda, any owner, who is not a Black person, of any business or land situate in any area within the districts referred to in the Status of Venda Act, 1979 (Act 107 of 1979); and

Whereas—

(a) not all such persons will have been so compensated on the date on which Venda attains independence;

(b) it is the intention of the Government of the Republic of South Africa to honour such undertaking and obligation and to transfer all land involved to the Government of Venda; and

Nademaal die Regering van die Republiek van Suid-Afrika sy goedkeuring gegee het aan die toevoeging van sekere grond aan Venda; en

Nademaal—

(a) nie al sodanige grond verkry sal gewees het op die datum waarop Venda onafhanklikheid verkry nie;

(b) dit die Regering van die Republiek van Suid-Afrika se bedoeling is dat sodanige grond te bekwaam tydens verkry moet word, aan die Regering van Venda oorgedra en aan Venda toegevoeg moet word; en

Nademaal die Suid-Afrikaanse Ontwikkelingstrust sekere ooreenkomste met sekere persone of liggame aangegaan het met betrekking tot die okkupasie en verhuur van grond in Venda en dit dienstig geag word dat, ná die datum waarop Venda onafhanklikheid verkry, alle vergunnings tot okkupasie en huurooreenkomste aldus aangegaan, ten volle van krag bly vir hulle geldigheidsduur; en

Nademaal die mineraal-, prospekter- en mynregte ten opsigte van grond in Venda in sekere gevalle deur ander persone as die Regering van Venda gehou word en dit die Regering van Suid-Afrika se bedoeling is dat sulke regte eerbiedig word;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

(a) Gelde uit die fonds gestig ingevolge die Ontwikkelingstrust en -grond Wet, 1936 (Wet 18 van 1936), word aangewend ter vergoeding van enige eienaar wat nie 'n Swart persoon is nie, van enige besigheid of grond geleë in enige gebied in die distrikte genoem in die Wet op die Status van Venda, 1979 (Wet 107 van 1979), aan wie die Regering van die Republiek van Suid-Afrika, as gevolg van 'n onderneming wat hy gegee het, vergoeding verskuldig is vir enige wesentliche verlies as gevolg van die verandering in die grondwetlike status van Venda.

(b) Die eiendomme van die betrokke persone word deur die Suid-Afrikaanse Ontwikkelingstrust (ingestel ingevolge gemelde Ontwikkelingstrust en -grond Wet, 1936) aangekoop en aan die Regering van Venda oorgedra, behalwe in gevalle waar dit dienstig geag word om die eiendom eers op naam van die Suid-Afrikaanse Ontwikkelingstrust te hou of waar dit nodig is dat, as vergoeding, die eiendomsreg op die grond in privaatsig oorgedra word. Al sodanige eiendom word aan die Regering van Venda oorgedra onderworpe aan enige bestaande las, verpligting of trust op of oor sodanige eiendom of wat andersins wettiglik daarop van toepassing is.

ARTIKEL 2

Vir die doel van die verkryging van enige grond ingevolge Artikel 1 deur die Suid-Afrikaanse Ontwikkelingstrust kan enige bevoegdheid, gesag of funksie verleen of opgedra aan enige persoon of gesag in die Republiek, met inbegrip van die Suid-Afrikaanse Ontwikkelingstrust, by gemelde Ontwikkelingstrust en -grond Wet, 1936, soos op die dag onmiddellik voor onafhanklikwording in Venda van toepassing, in of ten opsigte van Venda deur daardie persoon of gesag uitgeoefen of vervul word nadat die Regering van Venda dien-ooreenkomstig in kennis gestel is.

Whereas the Government of the Republic of South Africa has approved of the addition of certain land to Venda; and

Whereas—

(a) all such land will not have been acquired on the date on which Venda attains independence;

(b) it is the intention of the Government of the Republic of South Africa that such land should in due course be acquired, transferred to the Government of Venda and added to Venda; and

Whereas the South African Development Trust has entered into certain agreements with certain persons and bodies in respect of the occupation and lease of land in Venda and it is considered expedient that all permissions to occupy so granted and agreements of lease so entered into shall, for the duration of their validity after the date on which Venda attains independence, remain in full force and effect; and

Whereas the mineral, prospecting and mining rights in respect of land in Venda are in certain cases held by persons other than the Government of Venda and it is the intention of the Government of South Africa that such rights should be honoured;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

(a) Moneys from the fund established in terms of the Development Trust and Land Act, 1936 (Act 18 of 1936), shall be applied to compensate any owner, who is not a Black person, of any business or land situate in any area within the districts referred to in the Status of Venda Act, 1979 (Act 107 of 1979), who, as a result of an undertaking given by it, the Government of the Republic of South Africa is obliged to compensate for any real loss resulting directly from the change of the constitutional status of Venda.

(b) The properties of the persons concerned shall be purchased by the South African Development Trust (established in terms of the said Development Trust and Land Act, 1936) and shall be transferred to the Government of Venda, except in cases where it is deemed expedient first to retain the property in the name of the South African Development Trust or where it is necessary that land be transferred in private ownership as compensation. All such property shall be transferred to the Government of Venda subject to any existing charge, obligation or trust on or over such property, or otherwise lawfully affecting the same.

ARTICLE 2

For the purpose of the acquisition of any land in terms of Article 1 by the South African Development Trust, any power, authority or function conferred upon or assigned to any person or authority in the Republic, including the South African Development Trust, by the said Development Trust and Land Act, 1936, as applicable in Venda on the day immediately prior to its independence, may upon notice to the Government of Venda be exercised or performed in or in respect of Venda by that person or authority.

ARTIKEL 3

Enige grond wat in die Bylae van hierdie Ooreenkoms gemeld word en wat op die datum waarop Venda onafhanklikheid verkry, nog nie aan die Regering van Venda oorgedra is nie, word verkry en op naam van die Suid-Afrikaanse Ontwikkelingstrust geregistreer in soverre dit nog nie gedoen is nie, en nadat al die betrokke grond in 'n bepaalde gebied aldus geregistreer is, en beplan en ontwikkel is en vestiging daar plaasgevind het, moet dit deur die Suid-Afrikaanse Ontwikkelingstrust aan die Regering van Venda oorgedra word, behalwe waar dit nodig is dat, as vergoeding, die eiendomsreg op die grond in privaatbesit oorgedra word, op voorwaarde dat die Regering van die Republiek van Suid-Afrika na oorlegpleging met die Regering van Venda die reg het om die grense van enige gebied in die Bylae genoem, reg te stel na gelang nodig geag, en grond nie in die Bylae genoem nie, kan verkry of grond daarin genoem, kan uitsluit, altyd met dien verstande dat die totale oppervlakte van die grond aan die Regering van Venda oorgedra soos hierin bepaal, naastenby dieselfde moet wees as die totale oppervlakte van die grond in die Bylae genoem.

ARTIKEL 4

Alle vergunnings tot okkupasie toegestaan en alle huurooreenkomste aangegaan deur die Suid-Afrikaanse Ontwikkelingstrust ten opsigte van die okkupasie en verhuur van grond in Venda, bly vir hulle geldigheidsduur ten volle van krag en die Regering van Venda verbind hom daartoe om al die regte en verpligtinge van die Suid-Afrikaanse Ontwikkelingstrust wat uit sodanige vergunnings tot okkupasie en huurooreenkomste voortspruit, oor te neem.

ARTIKEL 5

Alle mineraal-, prospekter- en mynregte ten opsigte van grond in Venda bly vir hul geldigheidsduur ten volle van krag en die Regering van Venda verbind hom daartoe om alle sodanige regte te erken.

ARTIKEL 6

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enige van die twee Partye opgesê word deur aan die ander Party 12 maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

P. G. J. KOORNHOF.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

BYLAE

PROVINSIE TRANSVAAL

(1) *Distrik Messina:*

Die gebied bestaande uit die volgende eiendomme: Die plase Gaandrik 162 MT, Ziska 122 MT, Trevenna 119 MT, Cross 117 MT, Folorodwe 79 MT, Doppie

ARTICLE 3

Any land mentioned in the Schedule to this Agreement which at the date on which Venda attains independence has not been transferred to the Government of Venda shall be acquired by and registered in the name of the South African Development Trust, in so far as that shall not already have been done, and, after all land concerned in a particular area has been so registered, and planned, developed and settled, it shall be transferred by the South African Development Trust to the Government of Venda, except where it is necessary that land be transferred in private ownership as compensation, provided that the Government of the Republic of South Africa shall, after consultation with the Government of Venda, have the right to adjust the boundaries of any area mentioned in the Schedule as may be deemed necessary and may acquire land not mentioned in the Schedule or exclude land so mentioned provided always that the total area of land transferred to the Government of Venda as herein provided shall approximate the total area of the land mentioned in the Schedule.

ARTICLE 4

All permissions to occupy granted, and all agreements of lease entered into by the South African Development Trust in respect the occupation and lease of land in Venda shall, for the duration of their validity, remain in full force and effect and the Government of Venda undertakes and binds itself to take over all the rights and obligations of the South African Development Trust flowing from such permissions to occupy and agreements of lease.

ARTICLE 5

All mineral, prospecting and mining rights in respect of land in Venda shall, for the duration of their validity, remain in full force and effect and the Government of Venda undertakes to honour all such rights.

ARTICLE 6

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving 12 months written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

P. G. J. KOORNHOF.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

SCHEDULE

PROVINCE OF THE TRANSVAAL

(1) *District of Messina:*

The area comprising the following properties: The farms Gaandrik 162 MT, Ziska 122 MT, Trevenna 119 MT, Cross 117 MT, Folorodwe 79 MT, Doppie

95 MT, Hetty 93 MT, Neltox 92 MT, Jeanette 77 MT, Truida 76 MT, Laura 115 MT, Adieu 118 MT, Armistice 120 MT, Magazand 123 MT, Cato Smuts 113 MT, Olympie 114 MT, Fallershall 74 MT, Pelham 112 MT, Ettie 33 MT, Suzette 32 MT, Adelaide 91 MT, Charlotte 90 MT, Feskraal 85 MT, Minnie-Skirving 34 MT, Zisaan 31 MT, Wendy 86 MT, Gedeelte 2 van die plaas Bali 84 MT en die gedeelte van Gedeelte 4 van die plaas Bali 84 MT, geleë suid van 'n reguit lyn tussen die noordoostelike baken van Gedeelte 2 van die plaas Bali 84 MT en Driehoeksaken 33, geleë in die distrik Mutale.

(2) *Distrik Soutpansberg:*

Die gebied bestaande uit die volgende eiendomme: Die plase Nooitgedacht 721 MS, Devils Gully 720 MS en Studholme 229 MT.

(3) *Distrik Soutpansberg:*

Die plaas Ongedacht 52 LT.

(4) *Distrik Soutpansberg:*

Die gebied bestaande uit die volgende eiendomme: Die gedeelte van die plaas Driefontein 33 LT, geleë suid van die Elim-Levubuteerpad en -padreserwe, die gedeelte van Gedeelte 2 van die plaas Welgevonden 36 LT, geleë suid van die Elim-Levubuteerpad en -padreserwe, Gedeeltes 4, 1, 6, 8, 9, die restant van Gedeelte 7, Gedeelte 10 en die restant van Gedeelte 3 van die plaas Welgevonden 36 LT, die gedeelte van Gedeelte 1 van die plaas Wolferoode 38 LT, geleë suid van die Elim-Levubuteerpad en -padreserwe, asook Gedeeltes 4 en 5 van die plaas Wolferoode 38 LT, Gedeelte 7 van die plaas Styldrift 46 LT, asook die gedeelte van Gedeelte 6 van die laasgenoemde plaas geleë suid van 'n reguit lyn tussen die punt waar die Doornspruit-Djunani-Styldriftpad die suidoostelike grens van die plaas Uitspanning 40 LT kruis tot by die punt waar die Elim-Levubuteerpad die oostelike grens van Gedeelte 6 van die plaas Styldrift 46 LT kruis, die gedeelte van die plaas Uitspanning 40 LT, geleë suid van die Doornspruit-Djunani-Styldriftpad en -padreserwe, Gedeeltes 1, 20 en die restant van Gedeelte 23 van die plaas Doornspruit 41 LT, Gedeelte 3, Gedeelte 4, die restant van Gedeelte 5, Gedeelte 13, die restant van Gedeelte 15, Gedeelte 16 van die plaas Ballymore 42 LT, asook 'n onopgemete gedeelte van Gedeelte 11 en die restant van Gedeelte 1 van die genoemde plaas Ballymore 42 LT, geleë oos van 'n lyn wat getrek moet word tussen die suidwestelike baken van Gedeelte 3 van die plaas Ballymore 42 LT en die noordwestelike baken van die plaas Moddervley 44 LT.

(5) *Distrik Soutpansberg:*

Die gebied bestaande uit die volgende eiendomme: Die plaas Moddervley 44 LT, die gedeelte van die plaas Vleyfontein 316 LS, geleë suid van die Banderlierkop-Elimpad en -padreserwe, die plase Uitschot 84 LS, Syferfontein 85 LS, Zwartfontein 392 LS, Roodegrond 393 LS, Diepgezet 390 LS, Duikershoek 389 LS, Mahilashoek 388 LS, Schaapkraal 387 LS, Lastpost 386 LS, Spelonkwat 383 LS, die gedeelte van die plaas Vliegenpan 381 LS, geleë suid van die Banderlierkop-Elimpad en -padreserwe, Driekoppies 380 LS, Baviaanskloof 384 LS, Ramazybok 385 LS, Boschluiskloof 412 LS, Preezkloof 410 LS, Klein Kemp 409 LS, Overschot 408 LS, Jacobskloof 413 LS, Vlakkloof 477 LS, Stukfontein 478 LS, Doornhoek 480 LS, Wakkerstroom 484 LS, Welgevonden 485 LS, Sevenfontein 486 LS, Nooitgedacht 488 LS, Goedeheop 489

95 MT, Hetty 93 MT, Neltox 92 MT, Jeanette 77 MT, Truida 76 MT, Laura 115 MT, Adieu 118 MT, Armistice 120 MT, Magazand 123 MT, Cato Smuts 113 MT, Olympie 114 MT, Fallershall 74 MT, Pelham 112 MT, Ettie 33 MT, Suzette 32 MT, Adelaide 91 MT, Charlotte 90 MT, Feskraal 85 MT, Minnie-Skirving 34 MT, Zisaan 31 MT, Wendy 86 MT, Portion 2 of the farm Bali 84 MT and the portion of Portion 4 of the farm Bali 84 MT situate south of a straight line drawn from the north-eastern beacon of Portion 2 of the farm Bali 84 MT to Tric Beacon 33 situate in the District of Mutale.

(2) *District of Soutpansberg:*

The area comprising the following properties: The farms Nooitgedacht 721 MS, Devils Gully 720 MS and Studholme 229 MT.

(3) *District of Soutpansberg:*

The farm Ongedacht 52 LT.

(4) *District of Soutpansberg:*

The area comprising the following properties: The portion of the farm Driefontein 33 LT, situate south of the Elim-Levubu tarred Road and road reserve, the portion of Portion 2 of the farm Welgevonden 36 LT, situate south of the Elim-Levubu tarred Road and road reserve, Portions 4, 1, 6, 8, 9 the remainder of Portion 7, Portion 10 and the remainder of Portion 3 of the farm Welgevonden 36 LT, the portion of Portion 1 of the farm Wolferoode 38 LT situate south of the Elim-Levubu tarred Road and road reserve as well as Portions 4 and 5 of the farm Wolferoode 38 LT, Portion 7 of the farm Styldrift 46 LT as well as the portion of Portion 6 of the lastmentioned farm situate south of a straight line drawn from a point where the Doornspruit-Djunani-Styldrift Road intersects the south-eastern boundary of the farm Uitspanning 40 LT to the point where the Elim-Levubu tarred Road intersects the eastern boundary of Portion 6 of the farm Styldrift 46 LT, the portion of the farm Uitspanning 40 LT situate south of the Doornspruit-Djunani-Styldrift Road and road reserve, Portions 1, 20 and the remainder of Portion 23 of the farm Doornspruit 41 LT, Portion 3, Portion 4, the remainder of Portion 5, Portion 13, the remainder of Portion 15, Portion 16 of the farm Ballymore 42 LT as well as an unsurveyed portion of Portion 11 and the remainder of Portion 1 of the said farm Ballymore 42 LT situate east of a line to be drawn from the south-western beacon of Portion 3 of the farm Ballymore 42 LT to the north-western beacon of the farm Moddervley 44 LT.

District of Soutpansberg:

The area comprising the following properties: The farm Moddervley 44 LT, the portion of the farm Vleyfontein 316 LS situate south of the Banderlierkop-Elim Road and road reserve, the farms Uitschot 84 LS, Syferfontein 85 LS, Zwartfontein 392 LS, Roodegrond 393 LS, Diepgezet 390 LS, Duikershoek 389 LS, Mahilashoek 388 LS, Schaapkraal 387 LS, Lastpost 386 LS, Spelonkwat 383 LS, the portion of the farm Vliegenpan 381 LS situate south of the Banderlierkop-Elim Road and road reserve, Driekoppies 380 LS, Baviaanskloof 384 LS, Ramazybok 385 LS, Boschluiskloof 412 LS, Preezkloof 410 LS, Klein Kemp 409 LS, Overschot 408 LS, Jacobskloof 413 LS, Vlakkloof 477 LS, Stukfontein 478 LS, Doornhoek 480 LS, Wakkerstroom 484 LS, Welgevonden 485 LS, Sevenfontein 486 LS, Nooitgedacht 488 LS, Goedeheop 489

LS, Oog van Driefontein 522 LS en die gedeeltes van die volgende plase geleë noord en noordoos van die Soekmeaar-Bandolierkoptreinspoor en -spoorwegreserwe, naamlik Kleinfontein 521 LS, Vlakfontein 520 LS, Boschkopje 519 LS, Droogeloop 516 LS, Rietfontein 490 LS, Ruigtevly 475 LS, Bultfontein 476 LS en Zyfergat 474 LS.

MINISTERIE VAN SPOORWEE EN HAWENS

OREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA BETREFFENDE DIE EKSPLOITASIE VAN PADVERVOERDIENSTE NA, BINNE EN DEUR VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskapsbetrekkinge erken wat tussen die twee regerings en hulle mense bestaan; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda graag wil boekstaaf dat daar geen spoorlyne in Venda is nie en dat dit dus op dié tydstip nie nodig is om enige verwysing na spoorvervoer in hierdie ooreenkoms in te sluit nie; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda wens om die vervoer per pad van alle klasse verkeer tussen die Republiek van Suid-Afrika en Venda, asook binne en deur Venda, te vergemaklik; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die ekonomiese belangrikheid vir Venda insien van die bates besit deur en die dienste bedryf deur die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens (hierna "die Administrasie" genoem) na, binne en deur Venda;

Derhalwe kom die Regering van die Republiek van Suid-Afrika en die Regering van Venda hierby soos volg ooreen:

ARTIKEL 1

(a) Dat die Administrasie, synde die teenswoordige okkupant van sekere vaste bates en die eienaar van sekere ander roerende bates en uitrusting binne Venda wat noodsaaklik is vir die bedryf van die padvervoerdienste na, binne en deur Venda, voortgaan om dié padvervoerdienste vir eie rekening te eksploiteer asof die grond waarop hierdie bates geleë is of gehou word sy eiendom is, en op dieselfde grondslag waarop hy sy eie padvervoerdienste binne die Republiek van Suid-Afrika administreer, beheer, bestuur en eksploiteer.

(b) Dat die padvervoerdienste wat geëksploiteer word hoofsaaklik vir die gerief van burgers van Venda, deur die Regering van Venda, of sy benoemde, oorgeneem mag word op 'n grondslag waarvoor onderhandel moet word sou die Regering van Venda dit by 'n later datum so verlang.

(c) Dat 'n bedryfsooreenkoms gesluit word om voorsiening te maak vir sake wat saamhang met en noodsaaklik is vir die dag-tot-dagbedryf van die genoemde padvervoerdienste.

ARTIKEL 2

(a) Die Administrasie gaan voort om die padvervoerdienste waarna in Artikel 1 verwys word, vir eie rekening te eksploiteer.

LS, Oog van Driefontein 522 LS and the portions of the following farms situate north and north-east of the Soekmeaar-Bandolierkop railway line and railway reserve namely Kleinfontein 521 LS, Vlakfontein 520 LS, Boschkopje 519 LS, Droogeloop 516 LS, Rietfontein 490 LS, Ruigtevly 475 LS, Bultfontein 476 LS and Zyfergat 474 LS.

MINISTRY OF RAILWAYS AND HARBOURS

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING THE EXPLOITATION OF ROAD TRANSPORT SERVICES TO, WITHIN AND THROUGH VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda wish to record that there are no railway lines situate within Venda and that there is, therefore, no need at the present juncture to include any reference to rail transport in this agreement; and

Whereas the Government of the Republic of South Africa and the Government of Venda wish to facilitate the transport by road of all classes of traffic between the Republic of South Africa and Venda, as well as within and through Venda; and

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the economic importance to Venda of the assets owned by and the services operated by the South African Railways and Harbours Administration (hereinafter referred to as "the Administration") to, within and through Venda;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

(a) That the Administration, being the present occupier of certain fixed and the owner of certain other movable assets and equipment within Venda necessary for the operation of the road transport services to, within and through Venda, shall continue to operate those road transport services for its own account as though the land on which those assets are situated or held were its own property, and on the same basis on which it administers, controls, manages and operates its own road transport services within the Republic of South Africa.

(b) That the road transport services operated primarily for the convenience of Venda citizens may be taken over by the Government of Venda, or its nominee, on a basis to be negotiated, should the Government of Venda so desire at some future date.

(c) To conclude a working agreement to provide for matters incidental to and necessary for the day-to-day working of the said road transport services.

ARTICLE 2

(a) The Administration shall continue to operate the road transport services referred to in Article 1, for its own account.

(b) Die reïsgeld, vragtariewe en ander koste ten opsigte van die padvervoerdienste waarna in Artikel 1 verwys word, moet dié wees wat van tyd tot tyd in die Republiek van Suid-Afrika van toepassing is.

(c) Vervoerooreenkomste ten opsigte van passasiers, bagasie en goedere vir padvervoerdienste wat deur die Administrasie in Venda geëksploiteer word, moet die toepaslike regulasies en Tariefboekvoorwaardes van die Republiek van Suid-Afrika as kontrakvoorwaardes daarin opneem.

(d) Lede van die Administrasie se personeel (ook lede van die S.A. Spoorwegpolisie) moet in Venda die bevoegdhede en gesag uitoefen wat kragtens wet aan hulle verleen is. In hierdie verband boekstaaf die Administrasie sy voorneme om waar doenlik die indiensneming van burgers van Venda te bevorder ten opsigte van die eksploitasie van die padvervoerdienste in Venda.

(e) Dit is die plig van die Venda-regering om die Administrasie se bates en personeel in Venda te beskerm.

(f) Die Venda-regering waarborg dat alle eiendomme en vaste strukture wat die Administrasie nodig sal hê vir gebruik en okkupasie vir die doel van die dienste genoem in Artikel 1 steeds vir die Administrasie beskikbaar sal wees sonder dat huur, belasting of ander koste ten opsigte daarvan gehef word.

(g) Die Administrasie verskaf nie verversingsdienste vir passasiers of lede van die publiek by enige stopplek in Venda nie, maar die Venda-regering is daarop geregtig om sodanige diens te verskaf, mits 'n geskrewe ooreenkoms aangegaan word met betrekking tot watter persele gebruik moet word.

(h) Lede van die Administrasie se personeel sal indien nodig aan die Venda-regering afgestaan word as die oorname en eksploitasie van die dienste só afloop soos in Artikel 1 (b) in die vooruitsig gestel word. Die Administrasie sal aanspreeklik wees vir die betaling van hulle salarisse/toelaes en kan die toepaslike bedrae op die Venda-regering of sy benoemde verhaal.

(i) Die Administrasie doen afstand van alle motortransportsertifikate wat uitgereik is in verband met die dienste genoem in Artikel 1 (b).

(j) Alle sake soos inkomsterrekening, dokumentasie van verkeer, hantering, ens., wat nie uitdruklik in hierdie ooreenkoms behandel word nie, en alle stappe wat nodig is om doeltreffende samewerking te verkry, moet van tyd tot tyd behandel word tussen die Administrasie en die Venda-regering of sy benoemde.

ARTIKEL 3

(a) Hierdie Ooreenkoms tree op die datum van onafhanklikwording van Venda in werking en kan beëindig word deurdat enigeen van die Partye langs diplomatieke weg ses maande skriftelik kennis aan die ander Party gee.

(b) Enige wysiging van hierdie Ooreenkoms waaromtrent beide Partye onderling ooreenkoms, moet aangebring word deur die wisseling van Diplomatieke Notas tussen hulle.

Ten getuie waarvan die ondergetekendes, synde behoorlik gemagtig deur hulle onderskeie Regerings, die huidige Ooreenkoms onderteken en geseël het.

Geteken te Pretoria, in duplo, op die 13de dag van Augustus 1979.

J. C. HEUNIS, Minister van Vervoerwese.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

(b) Fares, freight rates and other charges in respect of the road transport services referred to in Article 1, shall be those applicable, for time to time, in the Republic of South Africa.

(c) Contracts of carriage for passengers, baggage and goods for road transport services operated by the Administration in Venda will incorporate as contract conditions the appropriate regulations and Tariff Book conditions of the Republic of South Africa.

(d) Members of the Administration's staff (including members of the S.A. Railways Police) shall exercise in Venda the power and authority vested in them by law. In this connection the Administration records its intention to promote, wherever practicable, the employment of citizens of Venda in respect of the exploitation of the road transport services in Venda.

(e) It shall be incumbent upon the Government of Venda to provide for the protection of the Administration's assets and staff in Venda.

(f) The Venda Government undertakes that all properties and fixed structures that require to be utilised and occupied by the Administration for the purpose of the services referred to in Article 1 will continue to be available to the Administration without rent, taxes or other charges being levied in respect thereof.

(g) The Administration shall not provide catering services for passengers or members of the public at any stopping place in Venda, but the Venda Government shall be entitled to provide such a service on condition, however, that a written agreement shall be entered into in regard to what premises shall be used.

(h) Members of the Administration's staff will be seconded to the service of the Venda Government if required should the takeover and exploitation of services eventuate as envisaged in Article 1 (b). The Administration will be responsible for the payment of their salaries/allowances and may recover the appropriate amounts from the Venda Government or its nominee.

(i) The Administration shall surrender all motor carrier certificates issued in connection with the services referred to in Article 1 (b).

(j) All matters such as accounting for revenue, documentation of traffic, handling, etc., not expressly dealt with in this Agreement and all steps that are necessary to achieve efficient co-operation shall be dealt with from time to time between the Administration and the Government of Venda or its nominee.

ARTICLE 3

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channels.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

J. C. HEUNIS, Minister of Transport Affairs.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA VIR DIE VERVOER VAN POSSAKKE MET DIE PADVERVOERDIENS IN VENDA EN DIENSTE WAT NIE DEUR ANDER OOREENKOMSTE GEDEK WORD NIE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskapsbetrekkinge erken wat tussen die twee regerings en hulle mense bestaan; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vervoer van pos met die padvervoerdiens wil reguleer; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die dienste wil reguleer wat nie deur ander ooreenkomste gedek word nie;

Derhalwe kom die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreen:

ARTIKEL 1

WOORDOMSKRYWING

Vir die doel van hierdie Ooreenkoms, tensy die inhoud anders vereis, beteken—

(a) "Poskantoor" die Departement van Pos- en Telekommunikasiewese in Venda;

(b) "Spoorweë" die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens;

(c) "pos" elke possak, soos in die Poswet (Wet 44 van 1958) van die Republiek van Suid-Afrika omskryf, wat vir vervoer per spoor en/of met die padvervoerdiens aangebied word;

(d) "posstuk" enige brief, poskaart, aërogram, antwoordkaart, briefkaart, koerant, boek, pakkie, patroon- of monsterpakkie of enige pakket of ander stuk wanneer dit deur die pos onderweg is, en dit sluit 'n telegram in wanneer dit per pos vervoer word;

(e) "possak" elke sak, bus, pakket of mandjie en enige ander koevert of omhulsel waarin posstukke tydens versending per pos vervoer word, hetsy dit sodanige stukke bevat of nie;

(f) "padvervoerdiens" enige padvervoervoertuig wat die Spoorweë oor 'n vasgestelde padvervoerroete laat loop en wat in die vervoer van openbare verkeer gebruik word.

ARTIKEL 2

Hierdie Ooreenkoms het ook betrekking op alle dienste wat deur die Spoorweë aan die Poskantoor en deur die Poskantoor aan die Spoorweë gelewer word en wat nie deur ander ooreenkomste gedek word nie.

ARTIKEL 3

Die Spoorweë verbind hom om alle possakke wat deur of ten behoeve van die Poskantoor aangebied word, te vervoer na die bestemming waarvoor dit bedoel is, op voorwaarde dat padvervoerfasiliteite beskikbaar is en onderworpe aan die volgende voorwaardes:

(a) Die Poskantoor moet gedurende elke boekjaar 'n bedrag aan die Spoorweë betaal as vergoeding vir die vervoer van pos met die padvervoerdiens en vir die dienste genoem in die kontrak of wat daaruit mag voortvloei. Die bedrag word bereken op die grondslag

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO THE CONVEYANCE OF MAILS BY ROAD TRANSPORT SERVICE IN VENDA AND SERVICES NOT COVERED BY OTHER AGREEMENTS

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda are desirous of regulating the conveyance of mail by road transport; and

Whereas the Government of the Republic of South Africa and the Government of Venda are desirous of regulating services not covered by other Agreements;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

DEFINITION OF TERMS

For the purpose of this Agreement, unless the context otherwise requires, the term—

(a) "Post Office" shall mean the Department of Posts and Telecommunications in Venda;

(b) "Railways" shall mean the South African Railways and Harbours Administration;

(c) "mail" shall mean every mail bag, as defined in the Post Office Act (Act 44 of 1958) of the Republic of South Africa, tendered for conveyance by rail and/or road transport service;

(d) "postal article" means any letter, postcard, aërogramme, reply postcard, letter card, newspaper, book, packet, pattern or sample packet or any parcel or other article when in course of transmission by post, and includes a telegram when conveyed by post;

(e) "mail bag" includes every bag, box, parcel, basket or hamper and any other envelope or covering in which postal articles in course of transmission by post are conveyed, whether or not it contains such items;

(f) "road transport service" shall mean any road transport vehicle operated over a scheduled road transport service route by the Railways and used for the conveyance of public traffic.

ARTICLE 2

This Agreement also refers to all services rendered by the Railways to the Post Office and by the Post Office to the Railways that are not covered by other agreements.

ARTICLE 3

The Railways undertake to convey all mails tendered by or on behalf of the Post Office to the destinations for which they are intended, on condition that road transport facilities are available and subject to the following conditions:

(a) The Post Office shall pay to the Railways during each financial year, as remuneration for the conveyance of mails by road transport service, and for the services mentioned in the contract or which may arise therefrom, a sum to be determined on the basis of the total

van die totale massa van die possakke, soos bepaal in Artikel 4 van hierdie Ooreenkoms, vermenigvuldig met 'n vaste tarief van 2,977c per kilogram.

(b) Die vaste tarief per kg moet deur die Spoorweë aangepas word ten opsigte van enige veranderinge in die padvervoertariewe, vanaf die datum van die verandering.

(c) Pos wat van 'n plek binne Venda na 'n ander plek binne Venda oor 'n gebied binne die Republiek van Suid-Afrika vervoer word, moet as 'n enkele transaksie beskou word.

ARTIKEL 4

Die massa van alle possakke wat met die padvervoerdienste vervoer word, moet elke drie jaar gedurende 14 agtereenvolgende dae gemeet word. Die Poskantoor en die Spoorweë moet onderling besluit oor die datums waartussen die possakke se massa gemeet moet word, maar die sensusse moet om die beurt gedurende Maart en September gehou word. Die massa wat tydens 'n sensus verkry is, moet gebruik word om die verskuldigde koste te bereken vir die boekjaar waarin die sensus gehou is asook vir die boekjaar onmiddellik voor en na dié jaar. Die massa van die possakke word gewoonlik deur die Spoorweë gemeet. Die massa word deur die Poskantoor geverifieer. Die Poskantoor moet die massa meet van die possakke wat vervoer word tussen twee poskantore op 'n padvervoerrote waar daar nie 'n tussenpadvervoerbeheerstasie of -depot is nie, en 'n opgawe daarvan moet aan die stasiemeester by die naaste spoorweglaaipunt gestuur word. Elke party moet aan die ander alle moontlike hulp verleen om te verseker dat die juiste besonderhede aangeteken word. Die plekke waarvandaan possakke met die padvervoerdienste vervoer word, moet aangeteken word. Die gemiddelde massa van die possakke wat jaarliks deur die padvervoerdienste vervoer word, moet bereken word volgens die gegewens wat gedurende die sensustydperk verkry is. Sondae, Kersdag en Goeie Vrydag word beskou as dae waarop daar geen possakke vervoer word nie. Afskrifte van alle sensusdokumente waarop die massa aangetoon word, moet aan die Poskantoor beskikbaar gestel word.

ARTIKEL 5

Die massa van possakke wat gedurende die massa-meettydperk nie op die gewone wyse vervoer word nie as gevolg van verspoelings, onklaarrakings of ander oorsake buite die beheer van enigeen van die twee Partye, moet gemeet word, en daar moet beskou word dat die possakke oor die gewone roete vervoer is.

ARTIKEL 6

Waar daar bemark word dat die getal possakke wat oor 'n besondere trajek of trajekte vervoer word, aanmerklik toegeneem of afgeneem het, kan enigeen van die Partye reël dat die massa van die possakke oor die betrokke trajek(te) te eniger tyd weer gemeet word, en die massa moet dienoreenkomstig aangepas word. Hierdie reëlins is nie van toepassing op skommelings wat veroorsaak is deurdat possakke oor 'n ander roete vervoer is as gevolg van veranderinge in die padvervoerdienstroete nie.

ARTIKEL 7

Daar moet nie van erkende padvervoerrotetes afgewyk word om private possakke op of af te laai nie. Die eienaars van die possakke moet reëlins tref vir die aflewering en afhaal daarvan by erkende stilhouplekke.

mass of the mails, established in accordance with Article 4 of this Agreement multiplied by a flat rate of 2,977c per kilogram.

(b) The flat rate per kg shall be adjusted by the Railways in respect of any variations in the road transport tariffs, as from the date of the variation.

(c) Mail conveyed from a point within Venda to another point within Venda over an area within the Republic of South Africa will be regarded as a single transaction.

ARTICLE 4

The mass of all mails conveyed by road transport service shall be measured during 14 consecutive days every three years. The dates between which the mass measuring is to be carried out shall be decided upon mutually by the Post Office and the Railways, but shall be during March and September for alternate censuses. The mass obtained during a census shall be used to calculate the charges payable for the financial year in which the census is taken as well as for the financial year immediately preceding and following that year. The mass measuring of the mail bags shall normally be performed by the Railways. The mass shall be verified by the Post Office. The mass of the mails conveyed between two post offices situated on a road transport route where no intermediate road transport controlling station or depot is available shall be measured by the Post Office and a return thereof rendered to the station master at the nearest railhead. Each Party shall render to the other whatever assistance is practicable in order to ensure the recording of accurate details. The points from which mails are conveyed by road transport services shall be recorded. From the data obtained during the census period shall be calculated the average mass of mail conveyed by road transport service annually. Sundays, Christmas Day and Good Friday shall be regarded as days upon which no mails are carried. Copies of all census documents reflecting the mass shall be made available to the Post Office.

ARTICLE 5

The mass of mails which are not conveyed by the normal means during the mass measuring period through washaways, breakdowns, or other causes beyond the control of either Party shall be measured and regarded as if the mails had been conveyed over the normal route.

ARTICLE 6

Where it is observed that the volume of mails carried over any particular section or sections has either increased or decreased appreciably, arrangements may be made by either Party for the remeasuring of the mass of mails over the section(s) concerned at any time, and the mass shall be adjusted accordingly. This shall not apply to fluctuations caused by a diversion of mails occasioned by road transport route alterations.

ARTICLE 7

No deviation shall be made from the recognised road transport service routes for the purpose of delivering or collecting private bags. The owners of the bags shall be required to make arrangements for deliveries at and collections from recognised stopping places.

ARTIKEL 8

Die Poskantoor moet reël om possakke by die erkende stilhouplekke aan die bestuurders van padvervoervoertuie af te lewer of van hulle te ontvang, behalwe waar daar onderling oor ander reëlins ooreengekom is. By die bepaling van roetes moet die Spoorweë poog om vir 'n stilhouplek by of so naby moontlik aan 'n poskantoor te reël.

ARTIKEL 9

'n Ontvangsbewys moet gegee word vir possakke wat deur beamptes van die Spoorweë aan Poskantoorpersoneel oorhandig word, en omgekeerd, behalwe waar spesiale andersluidende reëlins getref is.

ARTIKEL 10

Die Poskantoor moet die Spoorweë vroeëtydig kennis gee van sy voorneme om 'n buitengewone verandering in die vervoer, hantering of verspreiding van possakke teweeg te bring. Insgelyks moet die Spoorweë die Poskantoor vroeëtydig kennis gee van sy voorneme om die tydtafels van padvervoerdienste waarmee possakke gewoonlik vervoer word, te wysig. Sodanige reëlins moet in elke geval getref word soos onderling ooreengekom mag word.

ARTIKEL 11

(a) In geval van die verlies van enige possak of posstuk wat behoorlik afgelewer is aan en in die sorg is van die Spoorweë en daar skadevergoeding ten opsigte daarvan betaal word, dra die Spoorweë en die Poskantoor die bedrag van sodanige skadevergoeding tot hoogstens R10 (tien rand) per geregistreerde posstuk in gelyke dele behalwe dat wanneer bevind word dat die verlies te wyte is aan bewese diefstal of wederregtelike toe-eiening aan die kant van 'n Spoorwegampenaar, die Spoorweë die Poskantoor tot hoogstens R10 (tien rand) moet vergoed ten opsigte van elke geregistreerde posstuk waarvoor skadevergoeding betaal word.

(b) Die Spoorweë word nie aanspreeklik gehou vir posstukke wat ná gewone poskantoorure vir bewaring en versending aan hom oorhandig word of wat by padvervoerpersele waar deurlopende diens nie gewaarborg kan word nie, ontvang en bewaar word in afwagting van aflewering gedurende gewone poskantoorure nie, met dien verstande dat waar bevind word dat die verlies aan bewese diefstal of wederregtelike toe-eiening aan die kant van 'n Spoorwegampenaar te wyte is, die Spoorweë die Poskantoor tot hoogstens R10 (tien rand) moet vergoed ten opsigte van elke geregistreerde posstuk waarvoor skadevergoeding betaal word.

ARTIKEL 12

BETALING

(a) Behalwe waar in hierdie Ooreenkoms anders bepaal word, geskied betaling vir dienste wat deur die Spoorweë aan die Poskantoor en deur die Poskantoor aan die Spoorweë gelewer is ten opsigte waarvan openbare tariewe van toepassing is, ooreenkomstig die toepaslike openbare tariewe min 'n korting van vyftig persent (50 %).

(b) As geen openbare tariewe bestaan ten opsigte van dienste wat die een aan die ander lewer wat nie uitdruklik in hierdie Ooreenkoms genoem word nie, geskied betaling op die grondslag van die naaste berekenbare koste wat aangegaan is, met inbegrip van alle bokoste.

ARTICLE 8

The Post Office shall arrange to deliver mails to or receive them from the drivers of road transport service vehicles at the recognised stopping places, except where other arrangements are mutually agreed upon. In determining routes the Railways shall endeavour to arrange a stopping place outside a post office or as near to it as possible.

ARTICLE 9

A receipt shall be given for mails handed over to the Post Office staff by officials of the Railways, and vice versa, except where special arrangements are made to the contrary.

ARTICLE 10

The Post Office shall give to the Railways timely notice of its intention to effect any abnormal change in the conveyance, handling or distribution of mails. Similarly, the Railways shall give to the Post Office timely notice of its intention to alter the time schedules of road transport services by which mails are normally conveyed. Such arrangements shall in each case be made as may be mutually agreed upon.

ARTICLE 11

(a) In the event of the loss of any mail bag or postal article duly delivered to and in charge of the Railways and where compensation is paid in respect thereof, the Railways and the Post Office shall bear the amount of such compensation up to a maximum of R10 (ten rand) per registered postal article in equal shares except that where the loss is found to be due to proved theft or misappropriation on the part of a Railway officer, the Railways shall reimburse the Post Office up to a maximum of R10 (ten rand) in respect of each registered postal article for which compensation may be paid.

(b) The Railways shall not be held liable in respect of postal articles handed to it for storage and dispatch after ordinary post-office hours or received and stored and awaiting delivery during normal post-office hours at road transport premises where continuous service cannot be guaranteed, provided that where loss is found to be due to proved theft or misappropriation by a Railway officer, the Railway shall reimburse the Post Office up to a maximum of R10 (ten rand) in respect of each registered postal article for which compensation is paid.

ARTICLE 12

PAYMENT

(a) Except as otherwise provided in this Agreement, payment for services rendered by the Railways to the Post Office and by the Post Office to the Railways and in respect of which public tariffs apply shall be effected in accordance with the appropriate public tariffs less a rebate of fifty per cent (50%).

(b) Where no public tariffs exist in respect of services rendered by the one to the other that are not expressly mentioned in this Agreement, payment shall be effected on the basis of the nearest calculable cost incurred, all overhead charges included.

ARTIKEL 13.

AKKOMMODASIE

Poskantoorakkommodasie wat deur die Spoorweë verskaf word

(a) Die Venda-regering moet alle akkommodasie wat tans deur die Poskantoor van die Republiek van Suid-Afrika gebruik word, oorneem en gebruik soos nodig en net ten opsigte van geboue wat deur die Spoorweë verskaf en in stand gehou word huur teen 8 persent per jaar van die waarde van sodanige geboue of die betrokke gedeelte daarvan betaal.

(b) Nieteenstaande die bepalings van paragraaf (a) hierbo hef die Spoorweë geen huur vir akkommodasie wat gebruik word vir die opslaan van pos wat in die Poskantoor se sorg is nie en hef hy ook geen koste vir die gebruik deur Poskantoorpersoneel van geriewe wat vir Spoorwegpersoneel voorsien is nie en ook nie vir dienste wat by die perseel gelewer word nie, met inbegrip van die voorsiening van water of elektriese krag. Die Spoorweë sal sodanige akkommodasie vir die opslaan van pos toewys indien dit beskikbaar is, maar indien sodanige akkommodasie deur die Spoorweë vergroot of gebou moet word, betaal die Poskantoor huur daarvoor teen 8 persent van die kapitaalluitgawe.

(c) Die Spoorweë sal die Poskantoor toelaat om briewebusse, seëlverkoopmasjiene en ander vaste uitrusting wat die Poskantoor nodig ag op eie koste op te rig op plekke en op 'n wyse wat vir beide Partye aanneemlik is.

(d) Hierdie artikel lê geen verpligting op die Spoorweë om bouwerke op te rig of bestaande bouwerke te verander nie. As die Spoorweë instem om sulke werk te doen, geskied dit op koste van die Poskantoor tensy daar anders onderling ooreengekom word.

(e) Indien die Poskantoor enige gebou wat deur hom of op sy koste opgerig is of ruimte wat in 'n gebou op sy koste verbeter of aangepas is, nie meer nodig het nie, kan hy die Spoorweë versoek om die gebou of verbeterde akkommodasie sonder vergoeding oor te neem of dit binne 'n redelike tyd te verwyder.

(f) Indien die Spoorweë regtens verplig word om munisipale belastinge of heffings vir munisipale dienste ten opsigte van enige gebou, perseel of ruimte wat deur die Poskantoor gebruik word aan enige plaaslike owerheid te betaal, vergoed die Poskantoor die Spoorweë ten volle of ten dele vir sodanige uitgawe na gelang van die waarde van die eiendom of gedeelte van 'n eiendom ten opsigte waarvan belasting gehef of 'n heffing opgelê word.

ARTIKEL 14

DIVERSE DIENSTE

Vir diverse dienste wat die Spoorweë aan die Poskantoor lewer (en omgekeerd), soos werk verrig, verskaffing van water, sanitêre dienste, ens., word daar ooreenkomstig die bepalings van Artikel 12 (b) betaal.

ARTIKEL 15

LEWERING VAN REKENINGS

Afsonderlike rekenings in tweevoud vir verskuldigde bedrae moet wanneer doenlik deur die Poskantoor aan die Spoorweë en deur die Spoorweë aan die Poskantoor gelewer word.

ARTICLE 13

ACCOMMODATION

Post Office accommodation provided by Railways

(a) The Venda Government shall take over and use as required all accommodation at present used by the Post Office of the Republic of South Africa and in respect only of buildings provided and maintained by the Railways pay rental of 8 per cent per year of the value of such buildings or the part thereof involved.

(b) Notwithstanding the provisions of paragraph (a) above the Railways shall charge no rent for any accommodation used for the storage of mail in the charge of the Post Office and also shall levy no charge for the use by Post Office staff of facilities provided for Railway staff, nor for any services rendered on the premises including the provision of water or electric power. The Railways shall allocate such accommodation, if available, for the storage of mail, but if such accommodation has to be enlarged or erected by the Railways, the Post Office shall pay rent for it at 8 per cent of the capital expenditure.

(c) The Railways shall allow the Post Office to erect at its own expense post boxes, stamp vending machines, and other fixed equipment that the Post Office may deem necessary in positions and in a manner that is acceptable to both Parties.

(d) This Article shall not be interpreted as placing any obligation on the Railways to erect any buildings or to alter existing buildings. Where the Railways agree to undertake such work, it shall be at the expense of the Post Office, unless otherwise mutually agreed upon.

(e) If the Post Office no longer requires any building erected by it or at its expense or accommodation in a building that was improved or adapted at its expense, the Post Office may request the Railways to take over the building or improved accommodation without compensation or remove it within reasonable time.

(f) If the Railways is compelled by law to pay municipal taxes or levies for municipal services to any local authority in respect of any building, premises or accommodation used by the Post Office, the Post Office shall compensate the Railways in full or in part for such expenditure according to the value of the property or part of a property of which taxes are levied or a levy is imposed.

ARTICLE 14

MISCELLANEOUS SERVICES

Miscellaneous services rendered by the Railways to the Post Office (and vice versa), for example for work performed, supply of water, sanitary services, etc., shall be paid for in accordance with the provisions of Article 12 (b).

ARTICLE 15

RENDERING OF ACCOUNTS

Separate accounts in duplicate for amounts due shall, when practicable, be rendered by the Post Office to the Railways and by the Railways to the Post Office.

ARTIKEL 16**BETALING VAN REKENINGS**

Rekenings word maandeliks betaal volgens 'n staat wat die Poskantoor voor of op die 25ste van elke maand aan die Spoorweë moet stuur.

ARTIKEL 17

(a) Hierdie Ooreenkoms tree op die datum van onafhanklikwording van Venda in werking en kan beëindig word deurdat enigeen van die Partye langs diplomatieke weg ses maande skriftelike kennis aan die ander Party gee.

(b) Enige wysiging van hierdie Ooreenkoms waartoe beide Partye onderling ooreenkom, moet aangebring word deur die wisseling van Diplomatieke Notas tussen hulle.

Ten getuie waarvan die ondergetekendes, synde behoorlik gemagtig deur hulle onderskeie Regerings, die huidige Ooreenkoms onderteken en geseël het.

Geteken te Pretoria, in duplo, op die 13de dag van Augustus 1979.

J. C. HEUNIS, Minister van Vervoerwese.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU, Hoofminister.

Namens die Regering van Venda.

MINISTERIE VAN STATISTIEK**OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT STATISTIEK****AANHEF**

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge wat tussen die twee Regerings en hul mense bestaan, erken; en

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die beskikbaarheid van omvattende en betroubare statistieke noodsaaklik ag vir goeie regering;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Regering van die Republiek van Suid-Afrika deur sy Departement van Statistiek en op versoek van die Regering van Venda onderneem—

(a) om vakkundige, organisatoriese en administratiewe bystand by die samestelling van statistieke vir Venda te verleen;

(b) om te help by die opneem en verwerking van statistiese reekse ten opsigte van Venda; en

(c) om beamptes van die Regering van Venda in Statistiek en Statistiese Metodes op te lei.

ARTIKEL 2

Die Regering van Venda en die Regering van die Republiek van Suid-Afrika onderneem om die nouste samewerking met betrekking tot statistiese aangeleenthede van gemeenskaplike belang te bevorder.

ARTICLE 16**SETTLEMENT OF ACCOUNTS**

Settlement of accounts shall be effected monthly according to a statement to be sent by the Post Office to the Railways not later than the 25th day of each month.

ARTICLE 17

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channels.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

J. C. HEUNIS, Minister of Transport Affairs.

For the Government of the Republic of South Africa.

P. R. MPHEPHU, Chief Minister.

For the Government of Venda.

MINISTRY OF STATISTICS**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA RELATING TO STATISTICS****PREAMBLE**

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the Government of the Republic of South Africa and the Government of Venda consider that the availability of comprehensive and reliable statistics is essential to good government;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The Government of the Republic of South Africa through its Department of Statistics and on request by the Government of Venda undertakes—

(a) to render professional, organisational and administrative assistance in the compilation of statistics for Venda;

(b) to assist in conducting and processing statistical series in respect of Venda; and

(c) to train officials of the Government of Venda in Statistics and Statistical Methods.

ARTICLE 2

The Government of Venda and the Government of the Republic of South Africa undertake to promote the closest co-operation in regard to statistical matters of mutual interest.

ARTIKEL 3

Die Regering van Venda onderneem om die Regering van die Republiek van Suid-Afrika alle uitgawes wat die Regering van die Republiek van Suid-Afrika in die nakoming van sy verpligtinge ingevolge hierdie Ooreenkoms aangegaan het, te vergoed. Die Regering van die Republiek van Suid-Afrika onderneem om die Regering van Venda alle uitgawes wat die Regering van Venda in die nakoming van sy verpligtinge ingevolge hierdie Ooreenkoms aangegaan het, te vergoed.

ARTIKEL 4

(a) Hierdie Ooreenkoms tree op die onafhanklikheidsdag van Venda in werking en kan deur enigeen van die twee Partye beëindig word deur ses maande skriftelike kennis van beëindiging aan die ander Party langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waarvoor beide Partye ooreenkom word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op hede die 13de dag van Augustus 1979.

A. P. TREURNICHT.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

MINISTERIE VAN VERVOER

OREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT AANGELEENTHEDE AANGAANDE VERPLIGTE MOTORVOERTUIGVERSEKERING

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hulle mense bestaan; en

Nademaal dit nodig is dat tussentydse maatreëls ingestel word vir die toepassing van versekering aangegaan kragtens die Wet op Verpligte Motorvoertuigversekering, 1972 (Wet 56 van 1972), in die Republiek van Suid-Afrika en in Venda nadat Venda onafhanklikheid verkry het;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Enige bevoegdheid, werkzaamheid of gesag verleen of opgedra aan enige versekeraar of ander persoon by of kragtens die Wet op Verpligte Motorvoertuigversekering, 1972 (Wet 56 van 1972), soos dit in Venda van toepassing is op of te eniger tyd na die datum van onafhanklikwording van Venda—

(a) om motorvoertuie in en ten opsigte van Venda te verseker, kan deur enige versekeraar wat 'n bevoegde versekeraar is ingevolge daardie Wet soos dit in die Republiek van Suid-Afrika van toepassing is, uitgeoefen word met betrekking tot die versekering van motorvoertuie vereis vir of gesluit ten opsigte van die tydperk wat voor of op 30 April 1981 eindig;

ARTICLE 3

The Government of Venda undertakes to reimburse the Government of the Republic of South Africa in respect of all expenses incurred by the Government of the Republic of South Africa in the discharge of its obligations under this Agreement. The Government of the Republic of South Africa undertakes to reimburse the Government of Venda in respect of all expenses incurred by the Government of Venda in the discharge of its obligations under this Agreement.

ARTICLE 4

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, this 13th day of August 1979.

A. P. TREURNICHT.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

MINISTRY OF TRANSPORT

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING COMPULSORY MOTOR VEHICLE INSURANCE MATTERS

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas it is necessary that interim measures should be introduced for the enforcement of insurance entered into under the Compulsory Motor Vehicle Insurance Act, 1972 (Act 56 of 1972), in the Republic of South Africa and in Venda after Venda attains independence;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

Any power, function or authority conferred on or assigned to any insurer or other person by or under the Compulsory Motor Vehicle Insurance Act, 1972 (Act 56 of 1972), as applicable in Venda on or at any time after the date on which Venda attains independence—

(a) to insure motor vehicles in and in respect of Venda, may, in relation to the insurance of motor vehicles required for or effected in respect of any period ending before or on 30 April 1981 be exercised by any insurer who is an authorised insurer in terms of that Act as applicable in the Republic of South Africa;

(b) met betrekking tot verlies of skade wat in artikel 7 (2) van die Wet bedoel word en gedurende bedoelde tydperk ontstaan, kan deur die Motorvoertuigassuransiefonds, ingestel in die Republiek van Suid-Afrika kragtens artikel 5 van daardie Wet, in en ten opsigte van Venda uitgeoefen word.

ARTIKEL 2

(a) Hierdie Ooreenkoms tree in werking op die datum van Venda se onafhanklikwording en kan deur enige van die twee Partye opgesê word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor albei Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

J. C. HEUNIS.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

NOTAWISSELING MET BETREKKING TOT AANGELEENTHEDE RAKENDE BURGERLUGVAART

Meneer die Hoofminister,

Ek het die eer om voor te stel dat daar oor die volgende reëlings met betrekking tot lugvaartangeleenthede van gemeenskaplike belang tussen ons onderskeie Regerings ooreengekom word:

ARTIKEL 1

Sover dit hul onderlinge verhoudinge betref, en terwyl die Republiek van Suid-Afrika 'n party is by die volgende internasionale ooreenkomste, word geag dat Venda ook 'n party daarby is, en al die voorregte en regte daarby toegestaan en verpligtinge daarby opgelê, word geag onderling tussen die Republiek van Suid-Afrika en Venda toegestaan en aanvaar te gewees het:

(a) Die Konvensie ter Bereiking van Eenvormigheid insake Sekere Reëls met betrekking tot Internasionale Lugvervoer, onderteken te Warschau op 12 Oktober 1929 (Konvensie van Warschau, 1929), tesame met die Protokol om bogenoemde konvensie te wysig, onderteken te Den Haag op 28 September 1955 (Den Haagse Protokol, 1955), en die Konvensie ter aanvulling van bogenoemde Konvensie ter Bereiking van Eenvormigheid insake Sekere Reëls met betrekking tot Internasionale Lugvervoer onderneem deur 'n ander persoon as die Kontrakterende Karweier, onderteken te Guadalajara op 18 September 1961 (Konvensie van Guadalajara, 1961).

(b) Die Konvensie oor Internasionale Burgerlike Lugvaart, onderteken te Chicago op 7 Desember 1944 (Chicago-konvensie, 1944), tesame met die Internasionale Lugdienstransito-ooreenkoms, onderteken te Chicago op 7 Desember 1944 (Transito-ooreenkoms), die Protokol oor die Outentieke Drietalige teks van die Konvensie oor Internasionale Burgerlike Lugvaart, onderteken te Buenos Aires op 24 September 1968 (Buenos Aires-protokol, 1968), en die jongste protokolle waarby Artikels 45, 48 (a), 49 (e), 50 (a), 56 en 61 van die Chicago-konvensie, 1944, gewysig is.

(b) in relation to loss or damage referred to in section 7 (2) of the Act and arising during the said period may be exercised in and in respect of Venda by the Motor Vehicle Assurance Fund established in the Republic of South Africa in terms of section 5 of that Act.

ARTICLE 2

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

J. C. HEUNIS.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

EXCHANGE OF NOTES CONCERNING CIVIL AVIATION MATTERS

Mr Chief Minister,

I have the honour to suggest that the following arrangements regarding aviation matters of mutual concern be agreed upon between our respective Governments:

ARTICLE 1

In so far as their mutual relationships are concerned, and while the Republic of South Africa remains a party to the following international instruments, Venda shall be deemed to be a party thereto and all the privileges and rights granted and obligations imposed thereby shall be deemed to have been granted and accepted mutually between the Republic of South Africa and Venda:

(a) The Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 (Warsaw Convention, 1929) together with the Protocol to amend the above-mentioned convention signed at The Hague on 28 September 1955 (Hague Protocol, 1955), and the Convention supplementary to the above-mentioned Convention for the Unification of Certain Rules Relating to International Carriage by Air performed by a person other than the Contracting Carrier signed at Guadalajara on 18 September 1961 (Guadalajara Convention, 1961).

(b) The Convention on International Civil Aviation signed at Chicago on 7 December 1944 (Chicago Convention, 1944) together with the International Air Services Transit Agreement signed at Chicago on 7 December 1944 (Transit Agreement), the Protocol on the Authentic Trilingual text of the Convention on International Civil Aviation signed at Buenos Aires on 24 September 1968 (Buenos Aires Protocol, 1968) and the latest protocols amending Articles 45, 48 (a), 49 (e), 50 (a), 56 and 61 of the Chicago Convention, 1944.

(c) Die Konvensie op Misdrywe en sekere ander Dade wat op Lugvaartuie gepleeg word, onderteken te Tokio op 14 September 1963 (Tokio-konvensie, 1963).

(d) Die Konvensie ter Onderdrukking van Skaking van Lugvaartuie, onderteken te Den Haag op 16 Desember 1970 (Den Haagse Konvensie, 1970).

(e) Die Konvensie ter Onderdrukking van Onwettige Dade teen die Veiligheid van Burgerlike Lugvaart, onderteken te Montreal op 23 September 1971 (Montreal-konvensie, 1971).

ARTIKEL 2

Die volgende reëlings geld tydens die oorgangsfase en totdat hulle gewysig word, terwyl Venda sy eie lugdienste, lugvaartadministrasie en lugvaartinfrastruktuur ontwikkel:

(a) Solank as wat Venda binne die seek-en-reddingsgebied val wat aan die Republiek van Suid-Afrika toegewys is, kan Suid-Afrikaanse lugvaartuie op seek-en-reddingsendings wat Venda moet binnegaan, dit doen nadat kennis gegee is aan die Reddingskoördinasie-subsentrum te Venda, en in ooreenstemming met die bepalings van die voorskrifte uiteengesit in paragraaf 3.1 van Aanhangsel 12 van die Chicago-konvensie.

(b) Solank as wat Venda binne die vluginligtingstreke val wat aan die Republiek van Suid-Afrika toegewys is, gaan die toepaslike Suid-Afrikaanse lugverkeersdiensenhede soos tot nou toe voort om vluginligtings-, advies- en gebiedsleidingsdiens aan lugvaartuie wat in Venda se lugruim vlieg, te lewer.

(c) Die Suid-Afrikaanse Departement van Vervoer publiseer toepaslike lugvaartinligting met betrekking tot Venda in sy Lugvaartgids, Kennisgewings aan Vlieëners en Lugvaartinligtingsomsendbriewe ná ontvangs van die betrokke inligting van Venda.

ARTIKEL 3

Die Republiek van Suid-Afrika stem in om bystand en advies aan Venda, op versoek, en onderworpe aan die beskikbaarheid van personeel, op lugvaartgebied te verleen, met inbegrip van bystand en advies oor sake rakende personeellisensiering, vliegroeëls en lugverkeersdienste, bedryf van lugvaartuie, lugwaardigheid van lugvaartuie, sake rakende vergemakliking, navigasiehulpmiddels, lugvaartuigongelukke, vliegvelde en lugvaartinligtingsdienste.

As u my inlig dat dit die beskouing van u Regering is dat die reëling waaroor ooreengekom, is soos hierin uiteengesit is, sal die reëling geag word in werking te wees met ingang van die datum van onafhanklikwording van Venda.

Aanvaar asseblief, Meneer die Hoofminister, die verskering van my hoogste agting.

J. C. HEUNIS.

Minister van Vervoerwese van die Republiek van Suid-Afrika.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT PADVEILIGHEID

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hulle mense bestaan; en

(c) The Convention on Offences and certain other Acts Committed on board Aircraft signed at Tokyo on 14 September 1963 (Tokyo Convention, 1963).

(d) The Convention for the Suppression of Unlawful Seizure of Aircraft signed at The Hague on 16 December 1970 (The Hague Convention, 1970).

(e) The Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation signed at Montreal on 23 September 1971 (Montreal Convention, 1971).

ARTICLE 2

The following arrangements will apply during the transition stage and until amended, while Venda is developing its own air services, aviation administration and aviation infrastructure:

(a) While Venda continues to fall within the search and rescue region allocated to the Republic of South Africa, South African aircraft on search and rescue missions having to enter Venda, may do so after notification to the Rescue Co-ordination Subcentre in Venda and in accordance with the provisions of the material set out in paragraph 3.1 of Annex 12 to the Chicago Convention.

(b) While Venda falls within the flight information regions allocated to the Republic of South Africa, the appropriate South African air traffic services units will, as heretofore, continue providing flight information, advisory and area control service to aircraft flying in Venda airspace.

(c) The South African Department of Transport will publish appropriate aeronautical information relating to Venda in its Aeronautical Information Publication, Notices to Airmen and Aeronautical Information Circulars upon receipt of the relevant information from Venda.

ARTICLE 3

The Republic of South Africa agrees to render assistance and advice to Venda on request and subject to availability of personnel, in the aviation field, including assistance and advice on matters relating to personnel licensing, rules of the air and air traffic services, aircraft operation, aircraft airworthiness, facilitation matters, navigational aids, aircraft accidents, aerodromes and aeronautical information services.

If you inform me that it is the understanding of your Government that the arrangement agreed upon is as herein set forth, the arrangement will be considered to be operational as from the date of independence of Venda.

Please accept, Mr Chief Minister, the assurance of my highest consideration.

J. C. HEUNIS.

Minister of Transport Affairs of the Republic of South Africa.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING ROAD SAFETY

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Nademaal genoemde Regerings meen dat dit wenslik is dat gesamentlike optrede en dus eenvormigheid betreffende maatreëls wat ingestel word in die belang van padveiligheid, bevorder word;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Nasionale Verkeersveiligheidsraad, 'n liggaam ingestel in die Republiek van Suid-Afrika kragtens die Wet op Nasionale Verkeersveiligheid, 1972 (Wet 9 van 1972), voorsien, op versoek van die Regering van Venda, die Regering van Venda, van—

- (a) advies oor sake rakende padveiligheid in Venda; en
- (b) publisiteits- en opvoedkundige materiaal, insluitende films, vervaardig deur genoemde Nasionale Verkeersveiligheidsraad, wat die Regering van Venda nodig mag hê, en wel teen kosprys.

ARTIKEL 2

Genoemde Nasionale Verkeersveiligheidsraad en die Regering van Venda voorsien—

- (a) mekaar gratis van die resultate van enige navorsing op die gebied van padveiligheid, wat te eniger tyd deur of namens hom gedoen is;
- (b) mekaar van inligting wat tot sy beskikking is betreffende stappe, insluitende wetgewende maatreëls en wetgewing wat ingedien staan te word, om padveiligheid in onderskeidelik die Republiek van Suid-Afrika en Venda te bevorder.

ARTIKEL 3

Hierdie Ooreenkoms bind geensins die Regering van die Republiek van Suid-Afrika of die Regering van Venda om maatreëls rakende padveiligheid in te stel wat nie vir enigeen van genoemde Regerings aanvaarbaar is nie.

ARTIKEL 4

(a) Hierdie Ooreenkoms tree op die datum van onafhanklikwording van Venda in werking, en kan deur enigeen van die twee Partye opgesê word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor albei Partye onderling ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

J. C. HEUNIS.

Vir die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Vir die Regering van Venda.

Whereas the said Governments consider it to be desirable that joint action and thus uniformity with regard to measures introduced in the interests of road safety be promoted;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The National Road Safety Council, a body established in the Republic of South Africa under the National Road Safety Act, 1972 (Act 9 of 1972), shall at the request of the Government of Venda provide the Government of Venda—

- (a) with advice on matters concerning road safety in Venda; and
- (b) at cost price, with such publicity and educational material, including films, produced by the said National Road Safety Council as may be required by the Government of Venda.

ARTICLE 2

The said National Road Safety Council and the Government of Venda shall—

- (a) each provide the other, free of charge with the results of any research in the field of road safety conducted by it or on its behalf at any time;
- (b) each provide the other with information at its disposal regarding measures including legislative measures and legislation to be introduced to promote road safety in the Republic of South Africa and in Venda respectively.

ARTICLE 3

This Agreement shall in no way bind the Government of the Republic of South Africa or the Government of Venda to introduce measures pertaining to road safety which are not acceptable to either of the said Governments.

ARTICLE 4

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

J. C. HEUNIS.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT WEERKUNDE

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekking erken wat tussen die twee Regerings en hulle mense bestaan; en

Nademaal dit beskou word as dienstig in die belange van die Republiek van Suid-Afrika en van Venda dat die weerdienste wat tans deur die Suid-Afrikaanse Weerburo verrig word binne en ten opsigte van die gebiede waaruit Venda saamgestel is, voortgesit word nadat Venda sy onafhanklikheid verkry het en totdat Venda sy eie weerkundige owerheid instel; en

Nademaal dit dienstig is om voorsiening te maak vir verbandhoudende aangeleenthede;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Weerdienste in Venda word voortgesit en word ontwikkel in die belang van Venda, die Republiek van Suid-Afrika en die weerkunde in die algemeen.

ARTIKEL 2

Die Regering van Venda stel so gou moontlik 'n sentrale weerkundige owerheid in Venda in om die verantwoordelikheid van 'n Venda-weerdiens te aanvaar.

ARTIKEL 3

Die Suid-Afrikaanse Weerburo sit, tot nadere kennisgewing deur enigeen van die twee Partye aan die ander Party, die bestaande weerdienste in Venda voort en moet ook behulpsaam wees in die instelling van 'n Venda-weerdiens ten einde die vervulling van die grondliggende funksies wat van so 'n diens verwag word, te vergemaklik.

ARTIKEL 4

Die Suid-Afrikaanse Weerburo moet in die tussentyd—

- (i) die bestaande weerstasies in stand hou om te voldoen aan die weerkundige behoeftes van Venda;
- (ii) die nodige weerkundige instrumente en bybehore wat by die bestaande weerdiensstasies in Venda gebruik moet word, aanbeveel en aanskaf;
- (iii) weerkundige personeel in diens van die Regering van Venda oplei;
- (iv) die weerkundige statistieke afkomstig van die stasies in Venda, verwerk en publiseer;
- (v) weerkundige data sonder versuim met die Regering van Venda uitruil;
- (vi) voorspellingsdienste vir Venda in sy geheel verskaf; en
- (vii) weerdienste vir lugvaart in Venda lewer.

ARTIKEL 5

(a) Hierdie Ooreenkoms tree op die datum van onafhanklikwording van Venda in werking en kan deur enigeen van die twee Partye opgesê word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING METEOROLOGY

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas it is considered expedient in the interests of the Republic of South Africa and Venda that the meteorological services presently performed by the South African Weather Bureau in and in respect of the territory comprising Venda shall be continued after the attainment of independence by Venda until Venda shall establish its own meteorological authority; and

Whereas it is expedient to provide for incidental matters;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

Meteorological services in Venda shall be maintained and developed in the interest of Venda, the Republic of South Africa and meteorology in general.

ARTICLE 2

The Government of Venda shall as soon as possible establish a central meteorological authority in Venda to assume responsibility for the Venda Meteorological Service.

ARTICLE 3

The South Africa Weather Bureau shall until further notice by either Party to the other Party maintain the existing meteorological services in Venda and shall also assist in the establishment of a Venda Meteorological Service in order to facilitate the fulfilment of the basic functions expected of such a service.

ARTICLE 4

The South African Weather Bureau shall in the interim—

- (i) maintain the existing weather stations to meet the meteorological needs of Venda;
- (ii) recommend and acquire the necessary meteorological instruments and accessories to be used in the existing meteorological service stations in Venda;
- (iii) train meteorological personnel in the service of the Government of Venda;
- (iv) process and publish the meteorological statistics from stations in Venda;
- (v) exchange meteorological data with the Government of Venda without delay;
- (vi) provide forecasting services for Venda as a whole; and
- (vii) provide weather services to aviation in Venda.

ARTICLE 5

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Enige wysiging van hierdie Ooreenkoms waaroor albei Partye ooreenkom, word aangebring deur middel van Diplomatieke Notawisseling tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik deur hulle onderskeie Regerings daartoe gemagtig, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

J. C. HEUNIS.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA MET BETREKKING TOT BURGERLUGVAART

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hulle mense bestaan; en

Nademaal genoemde Regerings dit wenslik ag dat gesamentlike optrede en gevolglike eenvormigheid betreffende maatreëls ingestel word in die belang van burgerlugvaart en dat die ontwikkeling van vasgestelde internasionale lugdienste tussen hul onderskeie gebiede bevorder word;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Vir die doel van hierdie Ooreenkoms, wat die Aanhangsel hiervan insluit, tensy uit die samehang anders blyk, beteken die uitdrukking—

(a) “lugvaartowerheid”—

(i) in die geval van die Republiek van Suid-Afrika, die Minister van Vervoerwese; en

(ii) in die geval van Venda, die Minister van Vervoer;

of in beide gevalle enige persoon of liggaam wat gemagtig is om dieselfde of soortgelyke funksies uit te oefen wat tans deur die betrokke Minister vervul word;

(b) “Konvensie” die Konvensie oor Internasionale Burgerlike Lugvaart, wat vir ondertekening oopgestel is te Chicago op die Sewende dag van Desember 1944, met insluiting van enige Aanhangsel wat kragtens Artikel 90 van die Konvensie aanvaar is, tesame met enige wysiging van die Aanhangsels of Konvensie ingevolge Artikels 90 en 94 daarvan vir sover dié Aanhangsels en wysigings van krag geword het vir of bekragtig is deur beide Regerings;

(c) “aangewese lugredery” ’n lugredery wat een Regering skriftelik ingevolge Artikel 2.3 van hierdie Ooreenkoms aangewys het;

(d) “gebied”, “lugdiens” en “internasionale lugdiens” dit wat in Artikels 2 en 96 van die Konvensie met elk bedoel word, en het “lugredery” die betekenis wat in Artikel 96 van die Konvensie aan “lugvervoeronderneming” geheg word.

(b) Any amendment to this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

J. C. HEUNIS.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING CIVIL AVIATION

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas the said Governments consider it to be desirable that joint action and thus uniformity with regard to measures introduced in the interests of civil aviation and the development of scheduled international air services between their respective territories be promoted;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

For the purpose of this Agreement, which shall include the Annexure hereto, unless the context otherwise requires, the term—

(a) “aeronautical authority” means—

(i) in the case of the Republic of South Africa, the Minister of Transport Affairs; and

(ii) in the case of Venda, the Minister of Transport;

or in both cases any person or body authorised to perform the same or similar functions at present exercised by the said Minister;

(b) “Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the Seventh day of December, 1944, and includes any Annexure adopted under Article 90 of the Convention and any amendment of the Annexures or Convention under Articles 90 and 94 thereof in so far as those Annexures and amendments have become effective for or have been ratified by both Governments;

(c) “designated airline” means an airline which one Government has designated in writing in accordance with Article 2.3 of this Agreement;

(d) “territory”, “air service”, “international air service” and “airline” shall have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

ARTIKEL 2

1. Die Regering van die Republiek van Suid-Afrika en die Regering van Venda verleen aan mekaar die regte wat in die Aanhangsel hiervan uiteengesit word, vir die eksploitasie van vasgestelde internasionale lugdienste na en vanaf hulle onderskeie gebiede.

2. Niks in paragraaf 1 van hierdie Artikel vervat, word geag die aangewese lugredery van die een Regering die voorreg te verleen om in die gebied van die ander Regering passasiers, vrag of pos op te laai wat teen vergoeding of vir huurgeld vervoer word en bestem is vir 'n ander punt in die gebied van daardie ander Regering nie, tensy dit dienooreenkomstig in die Aanhangsel gespesifiseer is.

3. Elk van die Regerings kan 'n lugredery aanwys vir die eksploitasie van die lugdienste wat vir daardie Regering in die Aanhangsel gespesifiseer is.

ARTIKEL 3

1. Elk van die Regerings moet sonder onnodige versuim aan die aangewese lugredery van die ander Regering die toepaslike magtiging tot eksploitasie verleen, behoudens die bepalinge van Artikel 9.

2. Daar kan egter van 'n aangewese lugredery van een Regering vereis word dat hy die lugvaartowerheid van die ander Regering oortuig dat sodanige lugredery bevoeg is om te voldoen aan die voorwaardes wat voorgeskryf is in die wette en regulasies wat gewoonlik deur daardie lugvaartowerheid toegepas word, voordat hy gemagtig word om 'n lugdiens wat in die Bylae gespesifiseer is, in te stel.

3. Elk van die Regerings behou hom die reg voor om die verlening van magtiging aan die aangewese lugredery van die ander Regering vir die eksploitasie van 'n lugdiens te weerhou of in te trek indien hy nie daarvan oortuig is dat wesenlike eiendomsreg op en doeltreffende beheer oor daardie aangewese lugredery by daardie ander Regering of by burgers van daardie ander Regering berus nie.

ARTIKEL 4

1. Daat moet billike en gelyke geleentheid vir die lugrederye van beide Regerings wees om die ooreengekome lugdienste te eksploiteer op die gespesifiseerde roetes tussen hulle onderskeie gebiede.

2. By die eksploitering van die ooreengekome lugdienste moet die lugredery van een Regering die belange van die lugredery van die ander Regering in aanmerking neem sodat die lugdiens wat laasgenoemde verskaf nie te veel geraak word nie op die hele of gedeelte van dieselfde roete.

3. Die frekwensie van die vasgestelde lugdienste wat geëksploiteer gaan word, die tipe lugvaartuig wat gebruik gaan word en die vervoervermoë waarvoor voorsiening gemaak gaan word, word in die Aanhangsel van hierdie Ooreenkoms bepaal.

ARTIKEL 5

Die passasiersreiselde en vragtariewe wat deur die aangewese lugrederye gevorder word en die vervoer-voorwaardes wat op elke sodanige aangewese lugredery van toepassing is, is dié waaroor die lugvaartowerhede van die onderskeie Regerings ooreengekom het.

ARTIKEL 6

1. Die wette en regulasies van een Regering met betrekking tot die binnekoms in en vertrek uit die gebied van daardie Regering van alle lugvaartuie wat internasionale lugnavigasie onderneem en van vlugte van alle lugvaartuie tot in of binne daardie gebied, is van toepassing op die aangewese lugredery van die ander Regering.

ARTICLE 2

1. The Government of the Republic of South Africa and the Government of Venda grant to each other the rights specified in the Annexure hereto for the operation of scheduled international air services to and from their respective territories.

2. Nothing in paragraph 1 of this Article contained shall be deemed to confer on the designated airline of one Government the privilege of taking up in the territory of the other Government passengers, cargo or mail carried for remuneration or hire destined for another point in the territory of that other Government unless it is so specified in the Annexure.

3. Each Government may designate an airline for the operation of the air services specified for that Government in the Annexure.

ARTICLE 3

1. Each Government shall, subject to the provisions of Article 9, without undue delay, grant appropriate operating authorisation to the designated airline of the other Government.

2. A designated airline of one Government may, however, before being authorised to inaugurate an air service specified in the Annexure, be required to satisfy the aeronautical authority of the other Government that it is qualified to comply with the conditions prescribed in the laws and regulations normally applied by that aeronautical authority.

3. Each Government reserves the right to withhold or revoke the grant of an operating authorisation to the designated airline of the other Government when it is not satisfied that substantial ownership and effective control of that designated airline are vested in that other Government or in citizens of that other Government.

ARTICLE 4

1. There shall be fair and equal opportunity for the airlines of both Governments to operate agreed air services on the specified routes between their respective territories.

2. In operating the agreed air services, the airline of one Government shall take into account the interests of the airline of the other Government so as not to unduly affect the air service which the latter provides on the whole or part of the same route.

3. The frequency of the same scheduled air services to be operated, the type of aircraft to be used and the carrying capacity provided for are determined in the Annexure to this Agreement.

ARTICLE 5

The passenger fares and cargo rates to be charged by the designated airlines, and the conditions of carriage applicable to each such designated airline shall be those agreed upon by the aeronautical authorities of the respective Governments.

ARTICLE 6

1. The laws and regulations of one Government concerning entry into and departure from the territory of that Government of all aircraft engaged in international air navigation and of flights of all aircraft into or within that territory, shall apply to the designated airline of the other Government.

2. Die wette en regulasies van een Regering met betrekking tot paspoorte, paspoortbeheer, visums, immigrasie, doeane, kwarantyn, deviesebeheer en ander formaliteite rakende lugvervoer, betreffende die binnekoms in verblyf in of vertrek uit, van passasiers of bemanning en betreffende vrag of pos vervoer per lugvaartuig tot in, binne of uit die gebied van daardie Regering, is van toepassing op die aangewese lugredery van die ander Regering.

3. Bagasie of vrag wat afkomstig is vanaf 'n punt binne die Doeane-unie waarvan die Republiek van Suid-Afrika en Venda albei lede is en wat in direkte transito na 'n punt binne die Doeane-unie is, is vrygestel van doeaneregte, inspeksiegelde en soortgelyke vorderings.

4. Bagasie of vrag afkomstig vanaf 'n punt buite die Doeane-unie in direkte transito na 'n punt buite die Doeane-unie is vrygestel van doeaneregte, inspeksiegelde en soortgelyke vorderings.

5. Bagasie of vrag afkomstig vanaf 'n punt binne die Doeane-unie in direkte transito na 'n punt buite die Doeane-unie, is vrygestel van doeaneregte, inspeksiegelde en soortgelyke vorderings mits bewys gelewer word dat sodanige bagasie of vrag deur doeane geklaar is.

6. Elk van die Regerings stem toe om nie voorkeur aan sy eie aangewese lugredery bo die aangewese lugredery van die ander Regering te verleen nie by die toepassing van sy regulasies met betrekking tot paspoorte, paspoortbeheer, visums, immigrasie, doeane, kwarantyn, deviesebeheer of ander regulasies wat lugvervoer raak.

ARTIKEL 7

1. In die geval van die beëindiging van die Doeane-unie waarvan die Republiek van Suid-Afrika en Venda lede is, is brandstof, smeerolie, reserwedele, gewone uitrusting en lugvaartvoorrade wat in entrepot geplaas en aan boord geneem is van lugvaartuie in die gebied van een Regering deur of namens die aangewese lugredery van die ander Regering en wat aan boord bly by vertrek vanaf die laaste lughawe wat aangedoen word in die gebied van daardie Regering, vrygestel van doeaneregte, inspeksiegelde en soortgelyke vorderings wat in daardie gebied opgelê word, behoudens die nakoming in ander opsigte van die doeaneregulasies van daardie gebied.

2. In die geval van die beëindiging van die Doeane-unie waarvan die Republiek van Suid-Afrika en Venda lede is, geld die behandeling wat in paragraaf 1 van hierdie Artikel uiteengesit is, sonder om enigszins afbreuk te doen aan die bepalinge van Artikel 24 van die Konvensie.

ARTIKEL 8

Die aangewese lugredery van een Regering moet, op versoek van die lugvaartowerheid van die ander Regering, sodanige periodieke of ander statistiese opgawes verstrek as wat nodig is om die volume verkeer op sy lugdienste, soos in die Aanhangsel gespesifiseer, en die oorsprong en bestemming van sodanige verkeer te bepaal.

2. The laws and regulations of one Government concerning passports, passport control, visas, immigration, customs, quarantine, exchange control and other formalities affecting air transportation, relating to the entry into, sojourn in, or departure from, of passengers or crew and relating to cargo or mail carried by aircraft into, within or from the territory of that Government shall apply to the designated airline of the other Government.

3. Baggage or cargo originating within the Customs Union of which the Republic of South Africa and Venda are both members, in direct transit to a point within the Customs Union shall be exempt from customs duties, inspection fees and similar charges.

4. Baggage or cargo originating outside the Customs Union in direct transit to a point outside the Customs Union shall be exempt from customs duties, inspection fees and similar charges.

5. Baggage or cargo originating within the Customs Union in direct transit to a point outside the Customs Union shall be exempt from customs duties, inspection fees and similar charges provided proof is shown that such baggage or cargo has been cleared by customs.

6. Each Government agrees not to give preference to its own designated airline over the designated airline of the other Government in the application of its regulations concerning passports, passport control, visas, immigration, customs, quarantine, exchange control or other regulations affecting air transportation.

ARTICLE 7

1. In the event of the cessation of the Customs Union embracing the Republic of South Africa and Venda fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced in bond and taken on board aircraft in the territory of one Government by or on behalf of the designated airline of the other Government and remaining on board on departure from the last airport of call in the territory of that Government shall, subject to compliance in other respects with the customs regulations of that territory, be exempt from customs duties, inspection fees and similar charges imposed therein.

2. In the event of the cessation of the Customs Union embracing the Republic of South Africa and Venda, the treatment set out in paragraph 1 of this Article shall apply without detracting anything from the provisions of Article 24 of the Convention.

ARTICLE 8

The designated airline of one Government shall, at the request of the aeronautical authority of the other Government, supply such periodic or other statements of statistics as may be necessary to determine the volume of traffic carried on its air services specified in the Annexure and the origin and destination of such traffic.

ARTIKEL 9

Nieteenstaande die bepalings van Artikel 3 het die Regering van die Republiek van Suid-Afrika en eweneens die Regering van Venda die reg om deur die oplegging van voorwaardes die magtiging om 'n lugdiens te eksploiteer wat aan 'n aangewese lugredery van die ander Regering verleen is, in te trek op te skort of te beperk, indien sodanige aangewese lugredery in die loop van die eksploitering van sy lugdiens versuim om te voldoen aan enige wetsbepaling of regulasie van die Regering wat intrekking, opskorting of beperking van magtiging tot eksploitasie verlang, of versuim om te voldoen aan enige bepaling of voorwaarde van hierdie Ooreenkoms: Met dien verstande dat, tensy onmiddellike opskorting noodsaaklik is om verdere skending van 'n wetsbepaling of regulasie of bepaling of voorwaarde, soos voornoem, te voorkom, hierdie reg uitgeoefen word slegs ná oorlegpleging met die ander Regering.

ARTIKEL 10

Die Regering van die Republiek van Suid-Afrika en die Regering van Venda bevestig die reg van hulle onderskeie aangewese lugrederye op die gratis oordrag, teen die amptelike wisselkoerse, aan hul onderskeie gebiede, van slegs die oorskot van ontvangste bo uitgawes wat deur die aangewese lugredery van die ander in sy gebied verdien is in verband met die vervoer van passasiers, pos en vrag.

ARTIKEL 11

1. In 'n gees van noue samewerking moet die Regering van die Republiek van Suid-Afrika en die Regering van Venda mekaar van tyd tot tyd raadpleeg om te verseker dat die bepalings van hierdie Ooreenkoms geïmplementeer en bevredigend nagekom word en moet hulle ook mekaar raadpleeg wanneer dit nodig is om vir die wysiging daarvan voorsiening te maak.

2. Die Regering van die Republiek van Suid-Afrika en die Regering van Venda kan versoek dat hulle deur middel van samesprekings of korrespondensie met mekaar oorlegpleeg, welke oorlegpleging 'n aanvang moet neem binne 'n tydperk van sestig (60) dae na die datum van die versoek, tensy beide Regerings toestem tot die verlenging van hierdie tydperk.

ARTIKEL 12

1. Indien enigeen van die twee Regerings dit wenslik ag om enige van die bepalings van hierdie Ooreenkoms te wysig, word sodanige wysiging, indien die onderskeie Regerings daaroor ooreenkom en, indien nodig, na oorlegpleging ingevolge Artikel 11 van hierdie Ooreenkoms, van krag wanneer dit deur 'n Notawisseling bevestig word.

2. Hierdie Ooreenkoms word gewysig deur 'n Notawisseling om te voldoen aan enige meersydige konvensie wat hierna bindend mag word vir beide die Regering van die Republiek van Suid-Afrika en die Regering van Venda.

ARTIKEL 13

Hierdie Ooreenkoms word van krag op die datum van onafhanklikwording van Venda en bly daarna vir 'n onbepaalde tyd van krag tensy twaalf (12) maande skriftelike kennis van beëindiging daarvan gegee word deur of die Regering van die Republiek van Suid-Afrika of die Regering van Venda aan die ander.

ARTICLE 9

Notwithstanding the provisions of Article 3 the Government of the Republic of South Africa and likewise the Government of Venda shall have the right to revoke, suspend or limit by the imposition of conditions, the operating authorisation granted to a designated airline of the other Government if, in operating its air service, such designated airline fails to comply with any law or regulation of the Government seeking revocation, suspension or limitation of operating authorisation or fails to comply with any term or condition of this Agreement: Provided that unless immediate suspension is essential to prevent further infringement of a law or regulation or term or condition above mentioned, this right shall be exercised only after consultation with the other Government.

ARTICLE 10

The Government of the Republic of South Africa and the Government of Venda confirm the right of their respective designated airlines to transfer freely at the official rates of exchange to their respective territories only the excess of receipts over expenditure earned by the designated airline of the other in its territory in connection with the carriage of passengers, mail, and cargo.

ARTICLE 11

1. In a spirit of close co-operation the Government of the Republic of South Africa and the Government of Venda shall consult each other from time to time to ensure the implementation of and satisfactory compliance with the provisions of this Agreement and shall also consult each other when necessary to provide for modification thereof.

2. The Government of the Republic of South Africa and the Government of Venda may request consultation with each other which consultation may be through discussion or by correspondence and such consultation shall begin within a period of sixty (60) days of the date of the request, unless both Governments agree to an extension of this period.

ARTICLE 12

1. If either Government considers it desirable to modify any provision of this Agreement, such modification, if mutually agreed upon by the respective Governments, and if necessary, after consultation in accordance with Article 11 of this Agreement, shall come into effect when confirmed by an Exchange of Notes.

2. This Agreement shall be modified by an Exchange of Notes so as to conform to any multilateral convention which may hereafter become binding on both the Government of the Republic of South Africa and the Government of Venda.

ARTICLE 13

This Agreement shall enter into force on the date of independence of Venda and shall remain in force indefinitely unless twelve (12) months' notice in writing of termination is given either by the Government of the Republic of South Africa or the Government of Venda to the other.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op hede die 13de dag van Augustus 1979.

J. C. HEUNIS.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

AANHANGSEL

ARTIKEL 1

AANGEWESSE LUGREDERYE

1. Die aangewese lugredery van die Regering van die Republiek van Suid-Afrika is:

(Hieroor moet onderhandel word)

2. Die aangewese lugredery van die Regering van Venda is:

(Hieroor moet onderhandel word)

ARTIKEL 2

ROETES

1. Die lugdienste wat deur die aangewese lugredery van die Regering van die Republiek van Suid-Afrika onderneem word, moet op ondergenoemde roetes in beide rigtings geëksploiteer word:

(Hieroor moet gehandel word)

2. Die lugdienste wat deur die aangewese lugredery van die Regering van Venda onderneem word, moet op ondergenoemde roetes in beide rigtings geëksploiteer word:

(Hieroor moet onderhandel word)

ARTIKEL 3

VERKEERSPUNTE

1. Die punte op die roetes wat in paragraaf 1 van Artikel 2 van hierdie Aanhangsel gespesifiseer is waar verkeer vir of vanaf die gebied van Venda af- of opgelaaï mag word, wat ooreengekome verkeerspunte is, deur die aangewese lugredery van die Regering van die Republiek van Suid-Afrika, is die volgende:

(Hieroor moet gehandel word)

2. Die punte op die roetes wat in paragraaf 2 van Artikel 2 van hierdie Aanhangsel gespesifiseer is waar verkeer vir of vanaf die gebied van die Republiek van Suid-Afrika af- of opgelaaï mag word, wat ooreengekome verkeerspunte is, deur die aangewese lugredery van die Regering van Venda, is die volgende:

(Hieroor moet onderhandel word)

ARTIKEL 4

FREKWENSIE

1. Die frekwensie van die lugdienste wat deur die aangewese lugredery van die Regering van die Republiek van Suid-Afrika verskaf word, is:

(Hieroor moet onderhandel word)

2. Die frekwensie van die lugdienste wat deur die aangewese lugredery van die Regering van Venda verskaf word, is:

(Hieroor moet onderhandel word)

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed this Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

J. C. HEUNIS.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

ANNEXURE

ARTICLE 1

DESIGNATED AIRLINES

1. The designated airline of the Government of the Republic of South Africa shall be:

(To be negotiated)

2. The designated airline of the Government of Venda shall be:

(To be negotiated)

ARTICLE 2

ROUTES

1. The air services undertaken by the designated airline of the Government of the Republic of South Africa shall be operated on the following routes in both directions:

(To be negotiated)

2. The air services undertaken by the designated airline of the Government of Venda shall be operated on the following routes in both directions:

(To be negotiated)

ARTICLE 3

TRAFFIC STOPS

1. The points on the routes specified in paragraph 1 of Article 2 of this Annexure at which traffic for or from the territory of Venda may be set down or picked up, which are agreed traffic stops, by the designated airline of the Government of the Republic of South Africa are the following:

(To be negotiated)

2. The points on the routes specified in paragraph 2 of Article 2 of this Annexure at which traffic for or from the territory of the Republic of South Africa may be set down or picked up, which are agreed traffic stops, by the designated airline of the Government of Venda are the following:

(To be negotiated)

ARTICLE 4

FREQUENCY

1. The frequency of the air services provided by the designated airline of the Government of the Republic of South Africa shall be:

(To be negotiated)

2. The frequency of the air services provided by the designated airline of the Government of Venda shall be:

(To be negotiated)

ARTIKEL 5**TIPE LUGVAARTUIG**

1. Die lugdienste wat deur die aangewese lugredery van die Regering van die Republiek van Suid-Afrika verskaf word, word geëksploiteer deur middel van—
(Hieroor moet onderhandel word) lugvaartuie
2. Die lugdienste wat deur die aangewese lugredery van die Regering van Venda verskaf word, word geëksploiteer deur middel van—
(Hieroor moet onderhandel word) lugvaartuie

ARTIKEL 6**VERVOERVERMOË**

1. Die aangewese lugredery van die Regering van die Republiek van Suid-Afrika mag nie by Thohoyandou meer as 'n totaal van (hieroor moet onderhandel word) passasiers in enige enkele week op- of aflaaï nie.
2. Die aangewese lugredery van die Regering van Venda mag nie by Johannesburg meer as 'n totaal van (hieroor moet onderhandel word) passasiers in enige enkele week op- of aflaaï nie.
3. Daar mag geen oordrag van ongebruikte passasiersvervoervermoë van een week na enige ander week wees nie.

ARTIKEL 7**OPSKORTING**

Die Regering van die Republiek van Suid-Afrika en die Regering van Venda kom ooreen om Artikels 4, 5 en 6 van hierdie Aanhangsel gedurende die geldigheidsduur van 'n poelooreenkoms tussen hulle aangewese lugrederye op te skort: Met dien verstande dat sodanige poelooreenkoms onderworpe is aan die goedkeuring van beide Regerings.

**MINISTERIE VAN VOLKSWELSYN
EN PENSIOENE**

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA BETREFFENDE DIE INRIGTINGSORG VAN PERSONE, AANSOEKE OM MAATSKAPLIKE PENSIOENE AAN SEKERE SUID-AFRIKAANSE BURGERS EN DIE BASIESE VOORWAARDES BETREFFENDE DIE BETALING VAN MAATSKAPLIKE PENSIOENE AAN BURGERS VAN VENDA WOONAGTIG IN DIE REPUBLIEK VAN SUID-AFRIKA EN VAN DIË BURGERS BEDOEL IN DIE WET OP BURGERSKAP VAN SWART TUISLANDE (WET 26 VAN 1970) VAN DIE REPUBLIEK VAN SUID-AFRIKA (UITGESONDERD BURGERS VAN VENDA) WOONAGTIG IN VENDA

AANHEF

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die onderlinge bande wat tussen die twee Regerings en hulle mense bestaan, erken; en

Nademaal regulering oor die opneming van persone tot inrigtings in die Republiek van Suid-Afrika sowel as in Venda noodsaaklik geag word; en

Nademaal die ontvangs van aansoeke om maatskaplike pensioene van sekere Suid-Afrikaanse burgers woonagtig in Venda vergemaklik moet word; en

ARTICLE 5**TYPE OF AIRCRAFT**

1. The air services provided by the designated airline of the Government of the Republic of South Africa shall be operated by—
(To be negotiated) aircraft
2. The air services provided by the designated airline of the Government of Venda shall be operated by—
(To be negotiated) aircraft

ARTICLE 6**CARRYING CAPACITY**

1. The designated airline of the Government of the Republic of South Africa shall not at Thohoyandou pick up or set down more than a total of (to be negotiated) passengers in any week.
2. The designated airline of the Government of Venda shall not at Johannesburg pick up or set down more than a total of (to be negotiated) passengers in any week.
3. There shall be no carry-over of unused passenger carrying capacity from any week to any other week.

ARTICLE 7**SUSPENSION**

The Government of the Republic of South Africa and the Government of Venda agree to suspend Articles 4, 5 and 6 of this Annexure during the currency of a pool agreement between their designated airlines: Provided that such pool agreement shall be subject to approval by both Governments.

**MINISTRY OF SOCIAL WELFARE
AND PENSIONS**

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING THE INSTITUTIONAL CARE OF PERSONS, APPLICATIONS FOR SOCIAL PENSIONS TO CERTAIN SOUTH AFRICAN CITIZENS AND THE BASIC CONDITIONS GOVERNING THE PAYMENT OF SOCIAL PENSIONS TO CITIZENS OF VENDA RESIDENT IN THE REPUBLIC OF SOUTH AFRICA AND OF THE CITIZENS CONTEMPLATED IN THE BLACK STATES CITIZENSHIP ACT (ACT 26 OF 1970) OF THE REPUBLIC OF SOUTH AFRICA (EXCLUDING CITIZENS OF VENDA) RESIDENT IN VENDA

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the mutual ties existing between the two Governments and their peoples; and

Whereas the regulation of the admission of persons to institutions in the Republic of South Africa as well as Venda is considered necessary; and

Whereas the taking of applications for social pensions by certain South African citizens residing in Venda should be facilitated; and

Nademaal die betaling van maatskaplike pensioene aan burgers van Venda woonagtig in die Republiek van Suid-Afrika en van burgers bedoel in die Wet op Burgerskap van Swart Tuislande (Wet 26 van 1970), van die Republiek van Suid-Afrika (uitgesonderd burgers van Venda), woonagtig in Venda, tot nog toe om dienstigheidsredes gereël is op 'n basis van geen invordering van uitgawe nie; en

Nademaal dit wenslik is dat hierdie reëlings na die onafhanklikheid van Venda onveranderd moet bly; en

Nademaal dit wenslik geag word dat sekere burgers van die Republiek van Suid-Afrika wat na die datum van onafhanklikheid van Venda in Venda woonagtig is, nie daarvan uitgesluit moet word om te kwalifiseer vir en aansoek te doen om maatskaplike pensioene en toelaes wat kragtens die Republiek van Suid-Afrika se wetgewing oor maatskaplike pensioene en toelaes betaalbaar is nie, met inagneming van artikel 8 van die Wysigingswet op die Pensioenwette, 1976 (Wet 83 van 1976), van die Republiek van Suid-Afrika;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1

Die Regering van die Republiek van Suid-Afrika magtig die opneming in 'n kinderskool, 'n nywerheidsskool of 'n verbeteringskool in die Republiek van Suid-Afrika van enige kind wat 'n Suid-Afrikaanse burger is en daarheen deur 'n bevoegde hof verwys is of deur 'n bevoegde beampte van die Regering van Venda gelas is om daarheen te gaan.

ARTIKEL 2

Die Regering van die Republiek van Suid-Afrika magtig die opneming en aanhouding in enige rehabilitasiesentrum of geregistreerde rehabilitasiesentrum in die Republiek van Suid-Afrika van enige persoon wat 'n Suid-Afrikaanse burger is en wie se aanhouding in enige inrigting vir die behandeling van persone wat afhanklik is van afhanklikheidsvormende stowwe vir 'n tydperk van minstens een jaar deur 'n bevoegde hof of beampte van die Regering van Venda gelas is.

ARTIKEL 3

Die Regering van Venda magtig die opneming in die ondergenoemde inrigtings in Venda van enige persoon, of sodanige persoon 'n burger van Venda is al dan nie, daarheen verwys is deur 'n bevoegde hof of gelas is om daarheen te gaan of daarheen gestuur is deur 'n bevoegde beampte van die Regering van die Republiek van Suid-Afrika: Met dien verstande dat die Regering van die Republiek van Suid-Afrika deur die toepaslike gesag, die Regering van Venda raadpleeg alvorens enige persoon wat nie 'n Venda-burger is nie, na 'n inrigting verwys of gestuur word of gelas word om daarheen te gaan: Kinderhuise, verbeteringskole, ouetehuise, tehuise vir chronies fisies gestremde persone, werksinkels vir blindes, veiligheidsplekke en plekke van bewaring en handwerksentrums.

ARTIKEL 4

Die Regering van die Republiek van Suid-Afrika magtig die opneming in 'n rehabilitasiesentrum van 'n persoon wat 'n Venda-burger of -inwoner is en wat afhanklik van alkoholiese drank of afhanklikheidsvormende stowwe is en wat nie aan 'n aansteeklike siekte

Whereas for reasons of expediency the payment of social pensions to citizens of Venda resident in the Republic of South Africa and of citizens contemplated in the Black States Citizenship Act (Act 26 of 1970) of the Republic of South Africa (excluding citizens of Venda) resident in Venda has until now been arranged on a basis of no recovery of expenditure; and

Whereas it is desirable that these arrangements should remain unchanged after independence of Venda; and

Whereas it is considered desirable that certain citizens of the Republic of South Africa who reside in Venda after the date of independence of Venda should not be debarred from qualifying and applying for social pensions and grants payable in terms of legislation of the Republic of South Africa relating to social pensions and grants, regard being had to section 8 of the Pension Laws Amendment Act, 1976 (Act 83 of 1976), of the Republic of South Africa;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1

The Government of the Republic of South Africa shall authorise the admittance to a children's home, a school of industries or a reform school in the Republic of South Africa of any child who is a South African citizen committed thereto by a competent court or ordered thereto by a competent officer of the Government of Venda.

ARTICLE 2

The Government of the Republic of South Africa shall authorise the admittance and detention in any rehabilitation centre or registered rehabilitation centre in the Republic of South Africa of any person who is a South African citizen and whose detention in any institution for the treatment of persons dependent upon dependence-producing substances for a period not less than one year has been ordered by a competent court or officer of the Government of Venda.

ARTICLE 3

The Government of Venda shall authorise the admittance to the undermentioned institutions in Venda of any person, whether such person is a citizen of Venda or not, committed thereto by a competent court or ordered or sent thereto by a competent officer of the Government of the Republic of South Africa: Provided that the Government of the Republic of South Africa shall, through the appropriate authority, consult the Government of Venda before any person who is not a Venda citizen is committed or ordered or sent to an institution: Children's homes, reform schools, old age homes, homes for chronic physically handicapped persons, workshops for the blind, places of safety and detention and handicraft centres.

ARTICLE 4

The Government of the Republic of South Africa shall authorise the admittance to a rehabilitation centre of a person who is a Venda citizen or resident and who is dependent on alcoholic liquor or dependence-producing substances and who is not suffering from any infectious disease, provided suitable

ly nie, mits geskikte akkommodasie in sodanige rehabilitasiesentrum beskikbaar is en sodanige persoon daarheen verwys is deur 'n bevoegde hof of gelas is om daarheen te gaan deur 'n bevoegde beampte van die Regering van Venda.

ARTIKEL 5

Die Regering van Venda magtig die opneming in 'n rehabilitasiesentrum van 'n Venda-burger of -inwoner wat afhanklik van alkoholiese drank of afhanklikheidsvormende stowwe is en wat nie aan 'n aansteeklike siekte ly nie, mits geskikte akkommodasie in sodanige rehabilitasiesentrum beskikbaar is en sodanige persoon daarheen verwys is deur 'n bevoegde hof of gelas is om daarheen te gaan deur 'n bevoegde beampte van die Republiek van Suid-Afrika.

ARTIKEL 6

Vir die toepassing van die uitvoering van Venda-Wet op Maatskaplike Pensioene, stel die Regering van Venda die volgende aan:

(i) Attesterende beamptes in artikel 8 (1) (c) van die Wysigingswet op die Pensioenwette, 1976 (Wet 83 van 1976), bedoel, en

(ii) geneeshere in artikel 8 (1) (d) van genoemde Wysigingswet bedoel;

en die persone aldus aangestel, vervul die pligte in genoemde artikel beoog, ten opsigte van sekere burgers van die Republiek van Suid-Afrika.

ARTIKEL 7

Na die datum van onafhanklikheid van Venda gaan die Regering van die Republiek van Suid-Afrika en die regerings van enige gebied waarvoor 'n wetgewende vergadering ingevolge die Grondwet van die Bantoe-tuislande (Wet 21 van 1971) van die Republiek van Suid-Afrika ingestel is, voort om maatskaplike pensioene aan burgers van Venda, woonagtig in die Republiek van Suid-Afrika, op die volgende basis te betaal:

(a) Burgers wat maatskaplike pensioene ontvang het onmiddellik voor onafhanklikheid, hou aan om sodanige pensioene te ontvang in ooreenstemming met die toepaslike wetsbepalings vir solank as wat hulle wetlik in die Republiek van Suid-Afrika woonagtig is.

(b) Burgers woonagtig in die Republiek van Suid-Afrika onmiddellik voor onafhanklikheid en wat na onafhanklikheid vir 'n pensioen kwalifiseer terwyl nog aldus woonagtig, is op 'n maatskaplike pensioen geregtig in ooreenstemming met die toepaslike bepalinge vir solank as wat hulle aldus woonagtig is.

(c) Burgers wat hulle na onafhanklikheid in die Republiek van Suid-Afrika vestig, kwalifiseer vir 'n maatskaplike pensioen slegs na 'n periode van vyf jaar vanaf die datum van vestiging in die Republiek van Suid-Afrika.

ARTIKEL 8

Vir sover dit burgers bedoel in die Wet op Burger-skap van Swart Tuislande (Wet 26 van 1970) van die Republiek van Suid-Afrika (uitgesonderd burgers van Venda), woonagtig in Venda, betref, gaan die Regering van Venda billikerwys akkoord om maatskaplike pensioene aan sodanige burgers te betaal soos uiteengesit in Artikel 7.

accommodation is available in a rehabilitation centre, and such person has been committed thereto by a competent court or ordered thereto by a competent officer of the Venda Government.

ARTICLE 5

The Government of Venda shall authorise the admittance to a rehabilitation centre of a Venda citizen or resident who is dependent on alcoholic liquor or dependence-producing substances and who is not suffering from any infectious disease, provided suitable accommodation is available in a rehabilitation centre, and such person has been committed thereto by a competent court or ordered thereto by a competent officer of the Government of the Republic of South Africa.

ARTICLE 6

For the purposes of the administration of the Venda Social Pensions Act, the Government of Venda will appoint—

(i) attesting officers referred to in section 8 (1) (c) of the Pension Laws Amendment Act, 1976 (Act 83 of 1976); and

(ii) medical officers referred to in section 8 (1) (d) of the said Amendment Act;

and the persons so appointed shall perform the duties envisaged in the said section in respect of certain citizens of the Republic of South Africa.

ARTICLE 7

After the date of independence of Venda the Government of the Republic of South Africa and the governments of any area for which a legislative assembly has been established in terms of the Black States Constitution Act (Act 21 of 1971) of the Republic of South Africa shall continue to pay social pensions to citizens of Venda resident in the Republic of South Africa on the following basis:

(a) Citizens in receipt of social pensions immediately prior to independence shall continue to receive such pensions in accordance with the relevant legal provisions for as long as they are lawfully resident in the Republic of South Africa.

(b) Citizens resident in the Republic of South Africa immediately prior to independence and who qualify for a pension after independence whilst still so resident, shall be entitled to a social pension in accordance with the relevant provisions for as long as they are so resident.

(c) Citizens who settle in the Republic of South Africa after independence shall qualify for a social pension only after a period of five years from date of settlement in the Republic of South Africa.

ARTICLE 8

In so far as citizens contemplated in the Black States Citizenship Act (Act 26 of 1970) of the Republic of South Africa (excluding citizens of Venda), resident in Venda are concerned, the Government of Venda, in equity, agrees to pay social pensions to such citizens as set out in Article 7.

ARTIKEL 9

In die lig van die finansiële reëling tussen die Regering van die Republiek van Suid-Afrika en die Regering van Venda, wat van krag sal word by onafhanklikwording van Venda, is uitgewes aangegaan by die toepassing van Artikels 1, 2, 3, 4, 5, 7 en 8 nie verhaalbaar nie.

ARTIKEL 10

(a) Hierdie Ooreenkoms tree op die datum van onafhanklikheid van Venda in werking en kan deur enigeen van die twee Partye beëindig word deur aan die ander Party ses maande skriftelike kennis van beëindiging langs die diplomatieke kanaal te gee.

(b) Enige wysiging van hierdie Ooreenkoms waaroor beide Partye ooreenkom, moet deur middel van die wisseling van Diplomatieke Nota tussen hulle aangebring word.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms onderteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

L. A. P. A. MUNNIK.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

MINISTERIE VAN WATERWESE

OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE REGERING VAN VENDA BETREFFENDE DIE BENUTTING VAN WATERBRONNE VAN GEMEENSKAPLIKE BELANG EN DIE BEDRYF VAN GEMEENSKAPLIKE WATERWERKE

INLEIDING

Nademaal die Regering van die Republiek van Suid-Afrika en die Regering van Venda die vriendskaplike betrekkinge erken wat tussen die twee Regerings en hulle volke bestaan; en

Nademaal dit wenslik is om die rasionele ontwikkeling te bevorder van die gemeenskaplike waterbronne wat vir die twee Regerings en hulle volke beskikbaar is en om met dié doel gemeenskaplike waterwerke tot hulle beste gesamentlike voordeel te benut, met inagneming van die algemeen aanvaarde reëls vir die benutting van internasionale riviere soos in 1966 in Helsinki deur die International Law Association geformuleer;

So is dit dat die Regering van die Republiek van Suid-Afrika en die Regering van Venda soos volg ooreenkom:

ARTIKEL 1**TOEKENNING VAN WATER**

(a) By die toepassing van hierdie Ooreenkoms beteken—

(i) "hoofopvanggebied" die geografiese gebied in die Republiek van Suid-Afrika soos dit onmiddellik voor die totstandkoming van Venda bestaan het en binne die natuurlike waterskeidingsgrense van 'n rivierstelsel wat enige gedeelte van die gebiede van albei Partye by hierdie Ooreenkoms dreineer;

(ii) "opvanggebied" die geografiese gebied binne die natuurlike waterskeidingsgrense van enige hooftak van 'n rivierstelsel in 'n hoofopvanggebied;

ARTICLE 9

In view of the financial arrangement between the Government of the Republic of South Africa and the Government of Venda that will come into force upon independence of Venda, expenditure incurred in the implementation of Articles, 1, 2, 3, 4, 5, 7 and 8 shall not be recoverable.

ARTICLE 10

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

L. A. P. A. MUNNIK.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

MINISTRY OF WATER AFFAIRS

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF VENDA CONCERNING THE UTILISATION OF WATER RESOURCES OF COMMON INTEREST AND THE MANAGEMENT OF COMMUNAL WATER WORKS

PREAMBLE

Whereas the Government of the Republic of South Africa and the Government of Venda recognise the friendly relations existing between the two Governments and their peoples; and

Whereas it is desirable to promote the rational development of the communal water resources available to the two Governments and their peoples and to this end to apportion such water resources and to utilise communal water works to their best joint advantage, bearing in mind the generally accepted rules for the utilisation of international rivers as formulated in 1966 at Helsinki by the International Law Association;

Now, therefore, the Government of the Republic of South Africa and the Government of Venda agree as follows:

ARTICLE 1**ALLOCATION OF WATER**

(a) For the purposes of this Agreement—

(i) "main catchment" means the geographical area within the territory of the Republic of South Africa as it existed immediately prior to the establishment of Venda and within the natural watershed limits of a river system which drains any part of the territories of both Parties to this Agreement;

(ii) "catchment" means the geographical area within the natural watershed limits of any major tributary to a river system in a main catchment;

(iii) "subopvanggebied" die geografiese gebiede soos in groen afgebaken op die aangehegte plan, synde Bylae A van hierdie Ooreenkoms, binne die natuurlike waterskeidingsgrense van enige waterstroom wat enige deel van 'n hoofopvanggebied of 'n opvanggebied dreineer;

(iv) "gemiddelde jaarlikse afloop" of "GJA" van 'n rivier die gemiddelde hoeveelheid water wat jaarliks in daardie rivier vloei;

(v) "rivier" enige rivierstelsel, hooftakrivier of waterstroom al na die geval, bedoel in subparagrafe (i), (ii) en (iii);

(vi) die "bestendige laagvloei" van 'n rivier by enige punt die tempo waarteen water by daardie punt in die rivier vloei wat in natuurlike toestande (voor kunsmatige ingryping op die water in so 'n rivier) geëwenaar of oorskry word vir ten minste 80 persent van die tyd gedurende die drie opeenvolgende maande met die laagste afloop; en

(vii) "benutbare water" die hoeveelheid water wat daardie gedeelte van die GJA van enige rivier verteenwoordig wat voordelig gebruik kan word met behulp van 'n dam met 'n opgaringsvermoë gelykstaande aan die GJA van so 'n rivier.

(b) Elke Party by hierdie Ooreenkoms is geregtig op 'n billike aandeel (soos hierna bepaal) in die gemeenskaplike waterbronne wat vir hulle beskikbaar is.

(c) In elke subopvanggebied is elke Party by hierdie Ooreenkoms behoudens subartikel (g) gedurende elke tydperk van 12 maande, gereken vanaf 1 Oktober van enige jaar, geregtig op die voordelige gebruik van—

(i) die benutbare water in so 'n subopvanggebied of in die betrokke opvanggebied of hoofopvanggebied, gedeel deur die totaal van die bevolking woonagtig binne die gebiede van albei Partye in die genoemde subopvanggebied, opvanggebied of hoofopvanggebied, al na die geval, ooreenkomstig statistiek vir 1975, vermenigvuldig met die bevolking woonagtig in die gebied van sodanige Party binne sodanige subopvanggebied, opvanggebied of hoofopvanggebied ooreenkomstig die genoemde statistiek, welke hoeveelheid ook al die kleinste is, maar nie 1 000 kubieke meter per kop te bowe gaande nie; of

(ii) die hoeveelheid water wat voordelig en sonder verkwisting in 1975 in die gebied van sodanige Party gebruik en binne die betrokke subopvanggebied onttrek is, welke hoeveelheid geag word die hoeveelheid water in te sluit wat bestem is vir die beskikbaarstelling uit waterwerke wat op die genoemde datum bestaan het of in aanbou of vir aanbou goedgekeur was;

welke hoeveelheid ook al die grootste is: Met dien verstande dat indien as gevolg van 'n watertoekenning aan enige Party ingevolge paragraaf (ii) 'n kleinere hoeveelheid water as die hoeveelheid wat ingevolge paragraaf (i) bereken word vir die ander Party beskikbaar is, sodanige kleinere hoeveelheid aan die ander Party toegeken word:

Met dien verstande voorts, dat enige benutbare water in enige subopvanggebied bo 'n toekenning wat ingevolge hierdie subartikel gedoen is op 'n pro rata basis wat deur die Permanente Waterkommissie ingestel kragtens Artikel 4 vasgestel moet word, toegeken mag word om moontlike tekorte in die benutbare water in enige ander subopvanggebied aan te vul ten einde aan redelike behoeftes van tyd tot tyd te voldoen waar sodanige water in natuurlike toestande vir benutting beskikbaar is.

(iii) "subcatchment" means the geographical areas as outlined in green on the attached plan being Annexure A to this Agreement, within the natural watershed limits of any water stream which drains any part of a main catchment or a catchment;

(iv) "mean annual run-off" or "M.A.R." of a river means the average quantity of water flowing annually in that river;

(v) "river" means any river system, major tributary or water stream as the case may be, referred to in subparagraphs (i), (ii) and (iii);

(vi) the "dependable low flow" of a river at any point means the rate of water flowing in the river concerned at that point which under natural conditions (before artificial interference with the water contained in such river) is equalled or exceeded for at least 80 per cent of the time during three consecutive months with the lowest run-off; and

(vii) "utilisable water" means the quantity of water representing that part of the M.A.R. of any river which can be used beneficially with the aid of a dam with a storage capacity equal to the M.A.R. of such river.

(b) Each Party to this Agreement shall be entitled to an equitable share (as hereinafter provided) in the communal water resources available to them.

(c) In each subcatchment each Party to this Agreement shall, subject to subarticle (g) during every period of 12 months commencing on 1 October of any year, be entitled to the beneficial use of—

(i) the utilisable water in such subcatchment or in the catchment or main catchment concerned, divided by the total population resident within the territories of both Parties in the said subcatchment, catchment or main catchment, as the case may be, according to statistics for 1975, multiplied by the population resident in the territory of such Party within such subcatchment, catchment or main catchment according to the said statistics, whichever quantity is the smallest, but not exceeding 1 000 cubic metres per capita; or

(ii) the quantity of water used beneficially and without wastage during 1975 in the territory of such Party and abstracted within the subcatchment concerned, which quantity shall be deemed to include the quantity of water planned to be made available from existing water works or water works under construction or approved for construction at the said date;

whichever quantity is the larger: Provided that if as a result of an allocation of water to any Party in terms of paragraph (ii) a lesser quantity of water than the quantity calculated in terms of paragraph (i) is available to the other Party, such lesser quantity shall be allocated to such other Party:

Provided further, that any utilisable water in any subcatchment in excess of an allocation made in terms of this subarticle may, on a pro rata basis to be determined by the Permanent Water Commission established in terms of Article 4, be allocated to supplement possible deficiencies in the utilisable water in any other subcatchment to meet reasonable requirements from time to time where such water will under natural conditions be available for utilisation.

(d) Enige water wat vir gebruik in enige subopvanggebied beskikbaar kan word bo toekennings wat ingevolge Artikel 1 (c) gedoen is, word in reserwe gehou vir latere verdeling op die basis van onderhandelings.

(e) By enige onderhandelings in Artikel 1 (d) hierbo beoog, word kennis geneem van die mate waarin enige water wat ingevolge hierdie Ooreenkoms toegeken is verkostend en nie voordelig nie gebruik word en van die uitvoerbaarheid van die benutting van enige waterbronne wat nie deur hierdie Ooreenkoms geraak word nie, vir die doel waarvoor 'n toekenning verlang word uit die reserwe in die genoemde paragraaf bedoel.

(f) Die benutting van water in die gebied van enige Party by hierdie Ooreenkoms uit enige waterbronne wat deur die Ooreenkoms geraak word bo 'n toekenning of vasstelling gedoen ingevolge hierdie Ooreenkoms of bo 'n latere toekenning soos in Artikel 1 (d) beoog, moet deur daardie Party verbied word en elke Party onderneem om so spoedig moontlik die maatreëls te tref wat nodig is vir die afdwing van sodanige verbod.

(g) Die Permanente Waterkommissie bepaal so noukeurig moontlik met behulp van beskikbare vloei-rekords die bestendige laagvloed van elke rivier wat deur hierdie Ooreenkoms geraak word by elke punt waar sodanige rivier oor die grens tussen die Partye hierby gaan of, waar sodanige rivier die grens is, by daardie punte waar dit die grens word en waar dit nie meer die grens is nie. Elke Party laat te alle tye in samewerking met die ander Party minstens die bestendige laagvloed wat so bepaal is, min sy pro rata deel daarvan stroomop van die betrokke punt, bereken in die verhouding voorgeskryf in Artikel 1 (c), by sodanige punte verby vloei. Met dien verstande dat telkens wanneer die vloeiempo wat so by enige punt verby moet gaan na die mening van die Permanente Waterkommissie onvoldoende is om aan redelik primêre behoeftes onmiddellik stroomaf daarvan te voldoen voordat die vloei aangevul kan word binne die gebied van die ander Party, kan die Permanente Waterkommissie niesteenstaande die bepalings van hierdie subartikel die minimum vloeiempo bepaal wat by die genoemde punt verby moet gaan om sodanige behoeftes te bevredig en met die verdere verstandhouding dat waar sodanige bepaling nie gedoen is nie, sodanige minimum tempo nie minder is as 10 persent van die bestendige laagvloed by die betrokke punt nie.

(h) Niks in hierdie Ooreenkoms vervat, word so uitgelê dat dit enige Party hierby of enige persoon of liggaam binne sy gebied verhoed om 'n ooreenkoms met enige statutêre waterverskaffer in die gebied van die ander Party aan te gaan nie, maar onderworpe aan die goedkeuring van sodanige ander Party, vir die verskaffing of verspreiding van enige water of dit wel of nie deur hierdie Ooreenkoms geraak word, om aan redelike waterbehoefte in sy gebied te voldoen, en die Party wat so onderhandel of in wie se gebied water aan enige persoon verskaf word kragtens sodanige onderhandelings waarborg die stiptelike betaling van enige rekenings wat deur sodanige verskaffer vir die verskaffing of verspreiding van sodanige water gehef word.

ARTIKEL 2

GEMEENSKAPLIKE WATERWERKE

(a) Behoudens die bepalings van Artikel 2 (b) is enige Party by hierdie Ooreenkoms, met die doel om enige water te benut wat kragtens hierdie Ooreenkoms aan hom toegeken is, daarop geregtig om deel te hê in die gebruik van enige waterwerke wat opgerig is of vir aanbou goedgekeur is op die datum van inwerkingtreding van hierdie Ooreenkoms met die doel om water in sy gebied te verskaf of te versprei.

(d) Any water which can become available for use in any subcatchment in excess of allocations made in terms of Article 1 (c), shall be kept in reserve for subsequent apportionment on the basis of negotiation.

(e) In any negotiation contemplated in Article 1 (d), cognisance shall be taken of the extent to which any water allocated in terms of this Agreement is used wastefully and not beneficially and of the feasibility of utilising any water resources not affected by this Agreement for the purpose for which an allocation is required from the reserve referred to in the said paragraph.

(f) The utilisation of water in the territory of each Party to this Agreement from any water resources affected by the Agreement in excess of an allocation or determination made in terms of this Agreement or in excess of a subsequent allocation as contemplated in Article 1 (d), shall be prohibited by that Party and each Party undertakes to provide as soon as possible the measures necessary for the enforcement of such prohibition.

(g) The Permanent Water Commission shall determine as accurately as possible with the aid of available flow records the dependable low flow of each river affected by this Agreement at each point where such river crosses the border between the Parties hereto or, where such river is that border, at the points where it becomes the border and where it ceases to be the border. Each Party shall at all times in collaboration with the other Party cause at least the dependable low flow so determined, less its pro rata share therein upstream of the point concerned, calculated in the ratio prescribed in Article 1 (c), to pass such points: Provided that whenever the rate of flow to be so passed at any point is in the opinion of the Permanent Water Commission insufficient to satisfy reasonable primary requirements immediately downstream thereof before the flow can be replenished within the territory of the other Party, the Permanent Water Commission may, notwithstanding the provisions of this subarticle, determine the minimum rate of flow to pass the said point to satisfy such needs and provided further that where such determination has not been made, such minimum rate shall be not less than 10 per cent of the dependable low flow at the point concerned.

(h) Nothing in this Agreement contained shall be construed as preventing any Party thereto or any person or body within its territory from negotiating and concluding an agreement with any statutory supplier of water in the territory of the other Party, but subject to the approval of any such other Party for the supply or distribution of any water whether affected or not affected by this Agreement, to satisfy reasonable water requirements in its territory, and the Party so negotiating or in whose territory water is supplied to any person in pursuance of such negotiation guarantees the punctual payment of any charges raised by such supplier for the supply or distribution of such waters.

ARTICLE 2

COMMUNAL WATER WORKS

(a) Subject to the provisions of Article 2 (b) any Party to this Agreement shall, for the purpose of utilising any water allocated to it in terms of this Agreement, be entitled to participate in the use of any water works established or approved for construction at the date of commencement of this Agreement for the purpose of supplying or distributing water in its territory.

(b) Die rente op en die delging van kapitaal uitgegee op die aanbou van enige waterwerke bedoel in Artikel 2 (a) en die koste van die bedryf, instandhouding, verbetering, verandering of vergroting van sodanige waterwerke word deur die Partye gedra in die verhouding deur hulle ooreengekom en sodanige verbetering, verandering of vergroting word uitgevoer ooreenkomstig planne en spesifikasies wat deur albei Partye goedgekeur is.

(c) Die beplanning, ontwerp, aanbou en finansiering van enige waterwerke nie in Artikel 2 (a) beoog nie word deur onderhandeling uitgevoer.

(d) Elke Party waarborg die ander Party onbelemmerde toegang tot en gebruik en okkupasie van soveel van sy gebied as wat redelikerwys nodig is vir die aanbou, instandhouding, bedryf van en opgaring van water in waterwerke van gemeenskaplike belang ingevolge hierdie Ooreenkoms.

(e) Waterwerke van gemeenskaplike belang word bedryf en in stand gehou op die wyse soos deur albei Partye goedgekeur is.

ARTIKEL 3

BESOEDILING VAN WATERBRONNE

(a) Wetgewing wat op die datum van inwerkingtreding van hierdie Ooreenkoms bestaan het en wat betrekking het op die beheer oor besoedeling van waterbronne in die gebied van elke Party hierby mag slegs herroep of gewysig word nadat wederkerige kennis te dien effekte gegee is en die ander Party geraadpleeg is. Albei Partye hierby onderneem om so ver moontlik soortgelyke wetgewing en ander maatreëls te handhaaf met betrekking tot die beheer oor die besoedeling van waterbronne van gemeenskaplike belang en in elk geval nie van 'n laer peil as wat op die datum van hierdie Ooreenkoms bestaan het nie.

(b) Enige vrystelling wat deur enigeen van die Partye hierby toegestaan word ten opsigte van die gehalte van enige uitvloeiende wat vrygelaat of volgens voorneme vrygelaat sal word in enige rivier, word slegs toegestaan na oorlegpleging met die ander Party en sodanige vrystelling word aan die ander Party ter inligting voorgelê.

ARTIKEL 4

PERMANENTE WATERKOMMISSIE

(a) 'n Permanente Waterkommissie moet deur die Partye hierby saamgestel word, bestaande uit drie lede aangestel deur die Regering van die Republiek van Suid-Afrika en drie lede aangestel deur die Regering van Venda, uit hoofde van hulle spesiale kennis en ervaring van enige aspek van die werksaamhede van die Kommissie en vir die tydperke wat deur die onderskeie Regerings bepaal is.

(b) Een van die lede wat kragtens Artikel 4 (a) aangestel is, word deur die Permanente Waterkommissie as sy voorsitter gekies en die voorsitter beklee sy amp vir 'n tydperk van drie jaar. By verstryking van sy ampstermyn mag 'n voorsitter herkies word. Indien die voorsitter van enige vergadering afwesig is, kies die aanwesige lede iemand uit hulle geledere om op die vergadering voor te sit.

(c) Die eerste vergadering van die Kommissie word deur die Sekretaris van Waterwese van die Republiek van Suid-Afrika byeengeroep en hy berei ook die agenda vir sodanige vergadering voor. Latere vergaderings word deur die voorsitter byeengeroep na gelang omstandighede dit vereis, maar nie minder nie so een keer per jaar.

(b) Interest on and redemption of capital expended on the construction of any water works referred to in Article 2 (a) and the cost of operating, maintaining, improving, altering or enlarging such water works shall be borne by the Parties in the proportion agreed to by them and such improvement, alteration or enlargement shall be effected in accordance with plans and specifications approved by both Parties.

(c) The planning, design, construction and financing of any water works of common interest to both Parties not contemplated in Article 2 (a) shall be effected by negotiation.

(d) Each Party guarantees to the other Party unhindered access to and use and occupation of so much of its territory as may reasonably be required for the construction, maintenance, operation of and storage of water in water works of common interest in terms of this Agreement.

(e) Water works of common interest shall be operated and maintained in the manner approved by both Parties.

ARTICLE 3

POLLUTION OF WATER RESOURCES

(a) Legislation existing at the date of commencement of this Agreement and relating to the control of pollution of water resources in the territory of each Party hereto shall be repealed or amended only after reciprocal notice to this effect has been given and the other Party has been consulted. Both Parties hereto undertake to maintain as far as possible similar legislation and other measures relating to the control of pollution of water resources of mutual interest and in any event not of a lesser standard than that existing at the date of this Agreement.

(b) Any exemption granted by either of the Parties hereto, relating to the standard of any effluent released or intended to be released into any river, shall be granted only after consultation with the other Party and such exemption shall be submitted to the other Party for information.

ARTICLE 4

PERMANENT WATER COMMISSION

(a) A Permanent Water Commission shall be constituted by the Parties hereto consisting of three members appointed by the Government of the Republic of South Africa and three members appointed by the Government of Venda, by virtue of their special knowledge and of experience in any respect of the Commission's functions and for the periods determined by the respective Governments.

(b) One of the members appointed in terms of Article 4 (a) shall be elected by the Permanent Water Commission as its chairman and such chairman shall hold office for a period of three years. Upon expiration of his term of office a chairman may be re-elected. If the chairman is absent from any meeting the members present shall elect one of their number to preside at that meeting.

(c) The first meeting of the Commission shall be convened by the Secretary for Water Affairs of the Republic of South Africa who shall also prepare the agenda for such meeting. Subsequent meetings shall be convened by the chairman as and when circumstances demand, but not less than once per year.

(d) Vier lede van die Kommissie vorm 'n kworum vir enige vergadering.

(e) Werksaamhede en pligte van die Kommissie is om—

(i) die inligting te versamel wat vir 'n toekenning van water ingevolge hierdie Ooreenkoms nodig is;

(ii) die bestendige laagvloei soos hierbo omskryf, te bepaal van alle riviere by die punte wat in Artikel 1 (g) genoem word;

(iii) enige aangeleentheid te oorweeg wat ingevolge hierdie Ooreenkoms deur een Party aan die ander voorgelê moet word vir onderhandeling of oorlegpleging;

(iv) enige aangeleentheid te oorweeg betreffende die benutting van water of besoedelingsbeheer wat na die Kommissie verwys is deur enigeen van die Partye hierby;

(v) enige aangeleentheid te oorweeg betreffende enige waterwerk van gemeenskaplike belang vir die Partye hierby;

en om aan die Partye hierby verslag uit te bring oor die Kommissie se bevindings en aanbevelings aangaande sodanige aangeleenthede.

ARTIKEL 5

ALGEMEEN

(a) Enige toekenning van water of ander handeling uitgeoefen kragtens hierdie Ooreenkoms is onderworpe aan die regte ten opsigte van die benutting van waterbronne wat deur hierdie Ooreenkoms geraak word wat enige ander land of gebied (met inbegrip van enige gebied binne die Republiek van Suid-Afrika) mag hê of hierna mag verkry en elke Party onderneem om, indien daartoe versoek deur die ander Party, deel te neem aan enige onderhandeling wat sodanige ander Party voer met die Regering van sodanige ander land of gebied aangaande sodanige regte.

(b) Enige waterreg wat in die gebied van enige Party op die datum van inwerkingtreding van hierdie Ooreenkoms bestaan het, word geag ingesluit te wees in toekennings ingevolge hiervan gedoen en word deur die betrokke Party geadministreer.

ARTIKEL 6

INWERKINGTREDING EN OPSEGGING

(a) Hierdie Ooreenkoms tree in werking op die datum van onafhanklikwording van Venda en kan deur enigeen van die Partye opgesê word deur ses maande skriftelike kennis aan die ander Party langs diplomatieke kanale te gee.

(b) Enige wysiging van hierdie Ooreenkoms waarop wedersyds deur albei Partye ooreengekom is, word ten uitvoer gebring deur die uitwisseling van Diplomatieke Notas tussen hulle.

Ten bewyse waarvan die ondergetekendes, behoorlik daartoe gemagtig deur hulle onderskeie Regerings, hierdie Ooreenkoms geteken en geseël het.

Gedoen te Pretoria, in tweevoud, op die 13de dag van Augustus 1979.

A. J. RAUBENHEIMER.

Namens die Regering van die Republiek van Suid-Afrika.

P. R. MPHEPHU.

Namens die Regering van Venda.

(d) Four members of the Commission shall form a quorum for any meeting.

(e) The functions and duties of the Commission shall be to—

(i) gather the information required for an allocation of water in terms of this Agreement;

(ii) determine the dependable low flow as hereinbefore defined of all rivers at the points referred to in Article 1 (g);

(iii) consider any matter which in terms of this Agreement is to be submitted by one Party to the other for negotiation or consultation;

(iv) consider any matter relating to the utilisation of water or the control of pollution referred to the Commission by either Party hereto;

(v) consider any matter relating to any water work of common interest to the Parties hereto;

and to report to the Parties hereto the Commission's findings and recommendations in respect of such matters.

ARTICLE 5

GENERAL

(a) Any allocation of water or other act performed in terms of this Agreement shall be subject to the rights with regard to the utilisation of water resource affected by this Agreement, which any other country or territory (including any territory within the Republic of South Africa) may have or may hereafter acquire and each Party undertakes to participate, if called upon to do so by the other Party, in any negotiation conducted by such other Party with the Government of such other country or territory with respect to such rights.

(b) Any water right existing in the territory of any Party at the date of commencement of this Agreement shall be deemed to be included in allocations made in terms hereof and shall be administered by the Party concerned.

ARTICLE 6

ENTRY INTO FORCE AND TERMINATION

(a) This Agreement shall enter into force on the date of independence of Venda and may be terminated by either Party giving six months' written notice to the other Party through the diplomatic channel.

(b) Any amendment of this Agreement mutually agreed upon by both Parties shall be effected by the exchange of Diplomatic Notes between them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed the present Agreement.

Done at Pretoria, in duplicate, on the 13th day of August 1979.

A. J. RAUBENHEIMER.

For the Government of the Republic of South Africa.

P. R. MPHEPHU.

For the Government of Venda.

DIE BLOMPLANTE VAN AFRIKA

Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunsstandaard afkomstig van verwante inrigtings.

Onder huidige omstandighede word twee dele van die werk gelyktydig gepubliseer, maar met onreëlmatige tussenpose; elke deel bevat tien kleurplate. Intekengeld bedra R5 per deel (buitelands R5,25 per deel): Vier dele per band. Vanaf band 27 is die prys per band in linne gebind R30; in moroccoleer gebind R35. (Buitelands, linne gebind R31; moroccoleer R36).

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, but the Editor welcomes contributions of suitable artistic and scientific merit from kindred institutions.

Each part contains 10 plates and costs R5 per part (other countries R5,25 per part). Two, three or four parts may be published annually, depending on the availability of illustrations. A volume consists of four parts. From Volume 27, the price per volume is: Cloth binding, R30; morocco binding, R35 (other countries, cloth binding R31; morocco binding R36).

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany inland orders.

PHYTOPHYLACTICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Entomologie, Dierkundige Plantplae, Nematologie, Plantpatologie, Mikrobiologie, Mikologie, Taksonomiese Studies, Biologie en Beheer. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbouinligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

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PHYTOPHYLACTICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11 1958-1968 and deals with Entomology, Zoological Plant Pests, Nematology, Plant Pathology, Microbiology, Mycology, Taxonomic Studies, Biology and Control. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

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Direkteure van laboratoriums ens. wat begerig is om publikasies om te ruil moet in verbinding tree met die Direkteur, Navorsings-instituut vir Veeartsenykunde, Pk. Onderstepoort, 0110, Republiek van Suid-Afrika.

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This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R2, other countries R2,50 per number from the above address.

Directors of laboratories etc. desiring to exchange publications are invited to communicate with the Director, Veterinary Research Institute, P.O. Onderstepoort, 0110, Republic of South Africa.

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Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

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