



FRAMEWORK AGREEMENT

BETWEEN

**THE DEPARTMENT OF TRADE AND INDUSTRY OF THE
REPUBLIC OF SOUTH AFRICA**

AND

**THE NATIONAL DEVELOPMENT AND REFORM
COMMISSION OF THE PEOPLE'S REPUBLIC OF CHINA**

FOR

**THE DEVELOPMENT OF COOPERATION ON
PRODUCTION CAPACITY**

The Department of Trade and Industry of the Republic of South Africa and the National Development and Reform Commission of the People's Republic of China (hereinafter referred to as "the Participants");

IN VIEW OF the in-depth development of the Partnership established between the People's Republic of China and the Department of Trade and Industry of Republic of South Africa (hereinafter referred to as "the Countries");

BEARING IN MIND the important consensus reached by the leaders of the Countries to develop cooperation on production capacity;

RECOGNISING the great potential for economic cooperation between the Countries and the recurring interests of companies from the Countries to promote cooperation;

IN ORDER TO make best use of complementary advantages, improve the level of investment and cooperation on production capacity between the Countries;

BEARING IN MIND the principles of mutual respect, equality and equal benefit, with friendly discussion, the Parties mutually consent to execute this Framework Agreement under the following understandings:

Paragraph I

CO-OPERATION

The Participants will promote the cooperation on production capacity of companies and financial institutions from the People's Republic of China and the Republic of South Africa, in accordance with their respective national laws and policies.

Paragraph II

AREAS OF CO-OPERATION

The Participants will promote cooperation on production capacity in areas, which include but are not limited to, the following:

- 1. Industrial Infrastructure:**
 - (a) construction and operation of industrial infrastructure, including, Special Economic Zones, Industrial Parks, railways, Energy generations, telecommunications, etc;
- 2. Manufacturing Development:**
 - (a) equipment manufacturing;
 - (b) electronics; and
 - (c) textiles;
- 3. Mineral Processing:**
 - (a) metallurgy and material, including iron and steel, nonferrous metal, glass-making, cement, platinum, coking coke, etc; and
- 4. Industrial Development Support Systems:**
 - (a) capacity building and skills development; and
 - (b) industrial clusters.

Paragraph III

PROJECTS OF CO-OPERATION

The Participants will encourage companies in their respective Countries to carry out projects of cooperation on production capacity, in compliance with their respective laws and established procedures, through various types of instruments, including but not limited to the following:

- Investment;
- Merger and Acquisition (M&A);
- Build-Operate-Transfer (BOT);
- Public Private Partnership (PPP);

- project contracting; and
- equipment export.

The Participants will encourage their financial institutions to provide services such as financing, co-financing, guarantee and long-term insurance for bi-lateral cooperation on production capacity.

Paragraph IV

ESTABLISHMENT OF STEERING COMMITTEE

The Participants will endeavor to establish the Steering Committee for Cooperation on Production Capacity between China and Republic of South Africa (hereinafter called the "Committee") to execute this Framework Agreement.

The competent authority for the People's Republic of China will be the National Development and Reform Commission ("the NDRC"), with the participation of the Ministry of Foreign Affairs; and the competent authority for the Republic of South Africa will be the Department of Trade and Industry ("**the dti**"), with the participation of the Department of International Relations and Cooperation.

The Committee will be co-chaired by a leader of the NDRC and by the Director General of **the dti**.

The Committee may invite other relevant agencies and entities from the respective Countries, which the Committee may deem appropriate, to participate in related activities.

Paragraph V

FUNCTIONS OF STEERING COMMITTEE

The Committee will be responsible for the functions listed below, which list will not be construed as exhaustive:

1. identifying the priority areas for cooperation on production capacity between the Countries;
2. coordinating and promoting the priority projects of investment and cooperation on production capacity;
3. studying the ways and measures to develop the cooperation on the areas mentioned, including proposal of policies and suggestions on the promotion of cooperation on production capacity;
4. organising joint forums, seminars, and project promotion events as well as collaborating on specific subject studies;
5. encouraging investment and financing activities for companies and financial institutions in the respective Countries; and
6. supervising the effective implementation of the projects under this Framework Agreement.

Paragraph VI

MEETINGS OF STEERING COMMITTEE

The Committee will meet as necessary, alternating venues between China and South Africa, unless the Participants agree on an alternate venue. On the occasion of the meetings, the Committee will review and analyse the progress of the work performed and the results achieved since the last meeting and will set a new agenda.

The Participants may agree to hold meetings by video-conference.

Paragraph VII**SECRETARIAT OF STEERING COMMITTEE**

The Committee will be supported by a Secretariat, in charge of communication and coordination under this Framework Agreement. The Secretariat on the Chinese side shall be located within the Department of Foreign Capital and Overseas Investment of the NDRC, while the Secretariat on South African side will be located within **the dti**.

Paragraph VIII**COSTS OF COOPERATION**

Each Participant will bear its own costs of their communication and cooperation activities when implementing this Framework Agreement, unless otherwise agreed.

Paragraph IX**DISPUTE RESOLUTION**

Any questions or disputes arising from interpretation or implementation of this Framework Agreement will be resolved by direct consultation of the Parties.

Paragraph X**IMPACT OF FRAMEWORK AGREEMENT**

This Framework Agreement will not affect the interpretation and implementation of any other agreement between the People's Republic of China and Republic of South Africa.

Paragraph XI**ENTRY INTO FORCE AND VALIDITY**

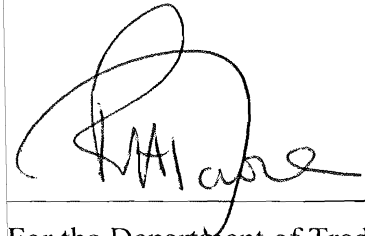
This Framework Agreement will enter into force on the date of signing thereof and remain valid for an initial period of five (5) years, whereafter it will remain in force unless

one Participant terminates it by giving the other Participant at least three (3) months prior written notice of such termination.

This Framework Agreement may be amended by mutual consent of the Parties. Any amendment will be in writing, specifying the date of its entry into force.

The termination of this Framework Agreement will not affect investment projects that are currently in progress.

Signed in CAPE TOWN on 22.11.2016 in two original copies in the Chinese, English and _____ languages, all texts being equally valid. The English version will prevail if there is any inconsistency.



For the Department of Trade and
Industry of the Republic of
South Africa



For the National Development and Reform
Commission of the People's Republic
China

中华人民共和国国家发展和改革委员会

与

南非共和国贸工部

关于

开展产能合作的框架协议

中华人民共和国国家发展和改革委员会和南非共和国贸工部（以下简称“双方”），

鉴于中华人民共和国和南非共和国全面战略伙伴关系的深入发展；

鉴于两国领导人关于开展产能合作达成的重要共识；

鉴于两国经济合作的巨大潜力和两国企业加强合作的长期意愿；

为进一步发挥两国互补优势，提升两国产能合作水平；

本着相互尊重、平等互利的原则，双方就执行本框架协议达成以下谅解：

第一条

双方将根据各自国内法律和政策，推动中华人民共和国与南非共和国间企业和金融机构开展产能合作。

第二条

双方同意在以下领域开展产能合作，包括但不限于：

（一）工业基础设施：

1、工业基础设施的建设和运营，包括特殊经济区、工业园区、铁路、能源、通信等。

（二）制造业发展：

1、装备制造业；

2、电力；

3、纺织。

(三) 矿产加工：

1、冶金与材料，包括钢铁、有色金属、玻璃、水泥、铂金、焦化焦炭等。

(四) 工业发展支持系统：

1、能力建设和技能发展；

2、产业集聚区。

第三条

双方支持两国企业根据适用法律和规定程序，采取投资、并购（M&A）、建设-运营-转让（BOT）、政府与社会资本合作（PPP）、工程建设、装备出口等灵活多样的方式开展产能合作项目。

双方鼓励两国金融机构通过提供融资、共同融资、担保和长期保险等方式为两国产能合作项目提供支持。

第四条

双方设立中国-南非产能合作指导委员会（以下简称“委员会”）负责本框架协议的执行。委员会中方牵头部门为国家发展和改革委员会，外交部参加；南方牵头部门为南非贸工部，外交部参加。

委员会中方主席由国家发展和改革委员会领导担任，南方主席由南非贸工部总司长担任。

委员会可邀请双方认为必要的两国其他部门和机构参

加相关活动。

第五条

委员会的工作内容包括但不限于：

（一）确定双方产能合作的重点领域；

（二）协商和推动产能合作重大项目；

（三）根据双方协商，研究实现上述领域合作的方法和进一步措施，包括研究提出有利于促进产能合作的相关政策建议；

（四）联合举办论坛、研讨会、项目推介会等，合作开展课题研究；

（五）鼓励两国企业和金融机构的投融资活动；

（六）监督本框架协议项下合作项目的有效实施。

第六条

委员会根据需要召开会议，除非另有约定，在中国和南非轮流举行。委员会会议对上一次会议结束以来所做工作和取得进展进行总结和分析，并提出新的工作计划。

经双方同意，委员会会议也可采取视频方式召开。

第七条

委员会设秘书处负责双方的沟通与本框架协议项下双方合作的协调工作。中方秘书处设在国家发展和改革委员会利用外资和境外投资司；南方秘书处设在南非贸工部内。

第八条

除非另有约定，双方将各自承担因执行本框架协议所提及的交流与合作而产生的费用。

第九条

因解释和执行本框架协议产生的疑问或争议，由双方通过直接协商予以解决。

第十条

本框架协议不影响中华人民共和国和南非共和国间签订的任何其他协议的解释和执行。

第十一条

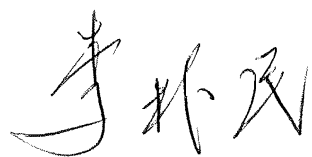
本框架协议自签署之日起生效，有效期五年。如一方未在期满前至少三个月书面通知对方不再延长本框架协议，则本框架协议顺延。

经双方一致同意，可对本框架协议进行修改。修改应以书面方式进行，并写明生效日期。

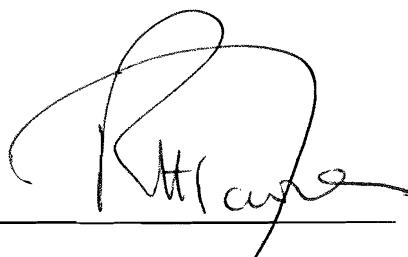
本框架协议的终止不影响任何正在执行中的两国合作项目。

本框架协议于____年____月____日在____签订，一式两份，每份均用中、英文写成，所有文本同等作准，若

有歧义，以英文本为准。



中华人民共和国
国家发展和改革委员会
代表



南非共和国
贸工部
代表