



REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION, PRETORIA

CERTIFICATE OF AUTHENTICATION

MICHELLE ASPELING

I, the undersigned, _____
of the Department of International Relations and Cooperation of the Republic of South Africa,
do hereby certify that the signature affixed to the document marked "Y" is that of

PAMELA FANISA MBOWENI

who at the time of signing the annexed document was

REGISTRAR

NORTH GAUTENG HIGH COURT - PRETORIA

of the Republic of South Africa, and that to all Acts, Instruments, Documents and Writings
subscribed by him/her in that capacity, full faith and credence are given in the Republic of
South Africa, in Court and there out.

Given under my Hand and the Seal of the Department of International Relations and
Cooperation at Pretoria on this this 26th day of **January 2018**.


ASSISTANT DIRECTOR

Department of International Relations and Cooperation

*This Certificate of Authentication only certifies the authenticity
of the signature and the capacity of the person who has signed
the public document, and, where appropriate, the identity of the
seal or stamp which the public document bears and not the
content of the document for which it was issued.*

(X)





OFFICE OF THE CHIEF JUSTICE
REPUBLIC OF SOUTH AFRICA

AUTHENTICATION OF SIGNATURE

TO WHOM IT MAY CONCERN
I, P F MBOWENI, REGISTRAR OF HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION HIGH COURT PRETORIA) DO HEREBY CERTIFY
THAT

N M MPHENEMENE

WHO'S SIGNATURE APPEAR ON THE DOCUMENTS HERE TO
ANNEXED, MARKED "A" IS A: NOTARY PUBLIC
BY LAWFUL AUTHORITY DULY SWORN AND ADMITTED AND PRACTISING
AS SUCH IN THIS PROVINCE, AND THAT TO ALL INSTRUMENTS,
DOCUMENTS AND WRITINGS SUBSCRIBED BY HER/HIM IN THAT
CAPACITY FULL FAITH AND CREDENCE ARE GIVEN IN THIS PROVINCE
IN COURT AND THERE OUT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, AT PRETORIA, IN
THE GAUTENG DIVISION HIGH COURT PRETORIA, ON THIS 26TH DAY OF
JANUARY, IN THE YEAR TWO THOUSAND AND EIGHTEEN



REGISTRAR OF THE HIGH COURT
(GAUTENG DIVISION PRETORIA)



"A"

MEMORANDUM OF UNDERSTANDING

Between

**Apiculture Industry Development and Advocacy Fund of
Iran (AIDAF)**

and

INTERNATIONAL FORWARDING (PTY) LTD MCV

In line with execution of memorandum of understanding of joint agricultural cooperation between I.R. of Iran and Republic of South Africa signed by Minister of Agriculture Jihad of I.R. of Iran and his counterpart, i.e. Ministry of Agriculture, Fisheries and Forestry of Republic of South Africa in Tehran in May 2016, the parties:

APICULTURE INDUSTRY DEVELOPMENT AND ADVOCACY FUND of Iran Reg. No.435209, at the address of Unit 27, 4th Floor, No.1831, Next to Bank Sepah, After Shariati Hospital, North Kargar St., Tehran, Iran, Postal Code: 1413683183, Tel.: +98 21 88339349, Fax: +98 21 88339351, Email: Info@hbeefund.ir, with signature of Mr. BEHZAD BANKIPOUR (managing director) and Mr. TOURAJ SARAMI (chairman of the board of directors), on one hand, and

INTERNATIONAL FORWARDING (PTY) LTD MCV, Reg. No2011/011245/07 , at the address of 8 Delmaine Street; Birchleigh North, Kempton Park , Postal Code:1618, Tel.:+27 78161 9561 , Email:ngxumisa@mcvsa.coza , with signature of Ms. Nontokoza Gxumisa on another hand, agreed to develop cooperation in beekeeping industry.

Willing to further strengthen the friendly relations and the strategic partnership between the two countries;

Desiring to further develop cooperation in beekeeping industry

Convinced to move in coherence with the efficient management of beekeeping industry on a national, regional and global level in the interest of present and future generations of both countries and mankind, and in pursuance of goals of sustainable development;

Recognizing the importance of cooperative efforts to promote and achieve the goals of both parties in this industry;



A large, stylized handwritten signature in blue ink, located at the bottom left of the page.

A smaller handwritten signature in blue ink, located at the bottom right of the page.

Determined to promote closer and long- term cooperation in the field of beekeeping and honey production;

Respecting the National Sovereignty Rights, Territorial Integrity, national Laws and Regulations and non-interference in the internal affairs of each other; Have agreed to cooperate under this "Memorandum of Understanding" hereinafter referred to as (MoU), as follows:

ARTICLE 1
SUBJECT MATTER OF MOU

- 1.1. The Parties will cooperate within the framework of this MoU in accordance with their laws and regulations, on the basis of equality, reciprocal benefits, taking into consideration their national environmental policies. The parties of the present memorandum of understanding will serve as the responsible entities to execute the clauses related to the memorandum of understanding of agricultural cooperation between both countries concerning beekeeping industry. The attachments are regarded as part of the executive plan of memorandum of understanding of agricultural cooperation.
- 1.2. This MoU describes general measures to be taken in order to enhance cooperation between the Parties.
- 1.3. Implementation of specific activities/projects/programs pursuant to this Memorandum of Understanding will necessitate the execution of appropriate Cooperation between the Parties.

ARTICLE 2
Objectives

- 2.1 Developing of friendship and cooperation level between the sectors related to beekeeping industry of both countries
- 2.2 Developing & promoting the trade cooperation level of both countries
- 2.3 Developing of scientific, technical and executive cooperation between both countries



A large, stylized handwritten signature in blue ink, located at the bottom left of the page.

A smaller handwritten signature in blue ink, located at the bottom right of the page.

organizations to support from execution of this memorandum of understanding and future actions.

4.6 All measures of the parties will be in complete coordination with specialized and technical committee subject to the joint commission of both countries and will be followed up by it.

4.7 Any information exchange arising from execution of this memorandum of understanding and the concluded and resulted contracts will be confidential for other real and legal entities and the parties may not disclose them to third parties directly or indirectly.

4.8 The parties of the memorandum of understanding are not permitted to sign and/or transfer the rights and commitments arising from this memorandum of understanding to any third party, wholly or partially.

**ARTICLE 5
FUNDING**

In order to fund the implementation of activities and programs under this MoU the Parties shall agree accordingly as appropriate.

Both Parties commit to provide funding for the initiation of the project.

**ARTICLE 6
INTELLECTUAL PROPERTY RIGHTS**

The Parties shall agree upon the Intellectual Property Rights arising from any project or benefits derived thereof in respect of activities carried out under this MoU.

**ARTICLE 7
RELATION TO OTHER AGREEMENTS**

This MoU and its executive arrangements will not prejudice the performance of obligations arising out of the other Bilateral; Multilateral or International agreements which are signed and ratified or will be by the Parties.



A handwritten signature in blue ink, appearing to be a stylized name.

A handwritten signature in blue ink, appearing to be a stylized name.

ARTICLE 8
DISPUTE SETTLEMENT

Any dispute between the Parties in interpretation or implementation of this MoU shall be settled through negotiations by competent authorities, and through diplomatic channels.

ARTICLE 9
ANNEXES

Annexes to this MoU shall be considered as an integral part of this MoU, unless the context otherwise requires. References to the annexes are construed as a reference to main context of this MoU.

ARTICLE 10
AMENDMENT

This MoU may be amended only by written request of either Party or written mutual consent by both Parties. Such amendment will be done in written, and enter into force on the date of the signature.

ARTICLE 11
ENTRY INTO FORCE AND DURATION OF MEMORANDUM OF UNDERSTANDING

- 1- This MoU shall come into force on the date of the signatures.
- 2- This memorandum of understanding will be valid for five years from date of signature and it will be automatically extended if the parties are not intended to cancel it. The parties undertake to take actions to sign an official contract for execution of the related project during validity of the memorandum of understanding. Once the official contract was signed by the parties, the concluded contracts will be legally supported by this memorandum of understanding and memorandum of understanding of agricultural cooperation of both countries. However, the execution contract will have an independent spirit and will be regarded as a separate deed.
- 3- Each Party in writing, of its intention for termination. Then this MoU shall be considered as terminated after 6 months after the said announcement.



A handwritten signature in blue ink, consisting of a stylized 'M' and 'S'.

A handwritten signature in blue ink, appearing to be 'Mshane'.

ARTICLE 3
Scope of Cooperation

To coordinate and facilitate realization of objectives of the present memorandum of understanding, the parties agreed to provide prerequisites and executive processes required to conclude the contract and execute its clauses as follows:

- 3.1. Providing required conditions and trade facilities to export honey and other bee products
- 3.2. Providing required conditions to execute the projects of production and establishment of joint apiaries aimed at producing honey and other beekeeping products
- 3.3. Obtaining required licenses and permits to establish, purchase, sell, and export beekeeping equipment
- 3.4. Transferring of technical knowledge and practical skills and techniques related to beekeeping industry
- 3.5. Training and research cooperation related to beekeeping industry
- 3.6. Capacity building and mentoring
- 3.7 Other activities

ARTICLE 4
Methods of Execution

- 4.1 The parties should introduce their plenipotentiary representatives to coordinate, follow up, and supervise over execution process of the provisions of the memorandum of understanding
- 4.2 Planning & scheduling to hold official meetings (performed in one's presence or absence) at present of the experts considering different projects
- 4.3 The parties will reach an official binding contract not later than 31 March 2018
- 4.4 The parties will set executive details of each provision of the memorandum of understanding in form of an executive plan (trade plan) not later than 31 December 2017 after signing of the contract.
- 4.5 The parties undertake to try their best to absorb support of governmental departments especially its developmental



A large, stylized handwritten signature in blue ink, located at the bottom left of the page.

A smaller, stylized handwritten signature in black ink, located at the bottom right of the page.

