

法規名稱：MEMORANDUM OF AGREEMENT BETWEEN SMALL AND MEDIUM ENTERPRISE ADMINISTRATION, MINISTRY OF ECONOMIC AFFAIRS, REPUBLIC OF CHINA (TAIWAN) AND SMALL ENTERPRISE DEVELOPMENT AGENCY, REPUBLIC OF SOUTH AFRICA

簽訂日期：民國 98 年 11 月 18 日

生效日期：民國 98 年 11 月 18 日

Preamble

WHEREAS Small and Medium Enterprise Administration (hereinafter referred to as “SMEA”) fully recognizes and appreciates the role and accountability of Small Enterprise Development Agency (hereinafter referred to as “Seda”) towards achieving the objectives and functions stipulated in the National Small Business Amendment Act 29 of 2004,

WHEREAS Seda fully recognizes and appreciates the role and accountability of SMEA towards creating an environment beneficial to the establishment and growth of small and medium enterprises responsible according to the Small and Medium Enterprise Development Statute of 1991,

SMEA and Seda (hereinafter referred to as “the Parties”) agree as follows:

Article 1

Objectives of Cooperation

1. SMEA has agreed to make available its technical expertise, resources and training programmes to support Seda in developing South African Small Enterprises.

This would be done, but not limited to, assisting Seda's Learning Academy to develop the skills of Seda practitioners.

SMEA has agreed to partner with Seda's Learning Academy to jointly coordinate the "international Best Practice Exposure Programme: Learning from the Taiwan Experience" course in Taiwan.

Seda has agreed to accept the technical support subject to the conditions stipulated hereinafter and also as outlined in Annexure A of this Memorandum of Agreement.

2. SMEA

- (1) shall liaise closely with Seda and the Taipei Liaison Office in the Republic of South Africa in support of programmes
- (2) will designate China Youth Career Development Association Headquarters (hereinafter referred to as "CYCDA") as the contact window to invoice Seda for the costs incurred in the delivery of programmes substantiated with relevant documentation. Costs will be limited to venues, lunch, refreshments, and facilitation fees in Taiwan.
- (3) shall provide technical and logistical support in various phases of the programme as stated in Annexure A.

3. Seda:

- (1) shall liaise closely with the Taipei Liaison Office in the Republic of South Africa and SMEA in the design and implementation of programmes,
- (2) shall be responsible for the cost of the programme for its participants,
- (3) will ensure that participants comply with Taiwanese rule of law,
- (4) will be responsible for ensuring that the participants have valid travel documents and visas,
- (5) will be responsible for ensuring that the participants have complied with medical/health requirements,
- (6) will ensure that all participants return to South Africa upon completion of the course,

7. shall make payment to CYCDA in terms of the Project Budget

and Payment Schedule attached hereto as Annexure B.

Article 2

Duration

This Memorandum of Agreement shall enter into force upon the later signature and shall remain in force for a period of three years and shall be automatically extended for another three years, if neither Party gives a written notice six months in advance to terminate.

Article 3

Governing Laws

This Memorandum of Agreement shall be governed and interpreted in accordance with the laws of Taiwan.

Article 4

Vis Major and Casus Fortuitus

Neither SMEA nor Seda shall be liable in any way for failure to implement their respective obligations under this Memorandum of Agreement if the failure is due to causes beyond the reasonable control of the Party.

Article 5

Amendment

Any amendment to this Memorandum of Agreement agreed upon by the Parties shall be done by an exchange of letters between them.

Signed in duplicate in the Chinese and English languages. Both versions are equally authentic. In case of any divergence of interpretation, the English version shall prevail.

Article 6

Definitions and Interpretation

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely-

- (1) “Act” The National Small Business Act No.102 of 1996 (as amended by the National Small Business Amendment Act No. 26 of 2003 and the National Small Business Amendment Act No. 29 of 2004);
- (2) “effective date” The date of signature of this agreement by the last party or such other date as may be agreed to by the parties;
- (3) “MOA” The written Memorandum of Agreement concluded and signed by the Parties
- (4) “Programme” Refers to the “International Best Practice Exposure Programme; Learning from Taiwan’ s Experience”
- (5) “Parties” smea and seda;
- (6) “Seda” The Small Enterprise Development Agency, the Department of Trade and Industry’ s agency for supporting small business in South Africa, established in December 2004 in accordance with the Act;
- (7) “South Africa” The Republic of South Africa”
- (8) “SMMEs” Means Small, Micro and Medium Enterprises;

In witness whereof, the undersigned, being duly authorized, have signed this Memorandum of Agreement.



SMEA

Signed at Taipei this Twenty-third Day of October, 2009

Duly represented herein by Sun-Quae LAI in his capacity as
Director General being duly authorized thereto

Signature: Sun-Quae LAI

As witness:

Ti FU, Representative, Taipei Liaison Office in the
Republic of South Africa

Signature: Ti FU

Seda

Signed at Pretoria this 18th Day of November 2009

Duly represented herein by Charles Anthony WYETH
in his capacity as Chief Operations Officer being duly
authorized thereto

Signature: Charles Anthony WYETH

As witness:

Petrus MEYER, Representative, Liaison Office of the
Republic of South Africa

Signature: Petrus MEYER