COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE SOUTHERN AFRICAN CUSTOMS UNION TO FOSTER TRADE, INVESTMENT AND DEVELOPMENT

PREAMBLE

The Governments of the Republic of Botswana, the Kingdom of Lesotho, the Republic of Namibia, the Republic of South Africa, and the Kingdom of Swaziland, Member States of Southern African Customs Union ("SACU"), on the one hand, and the Government of the United States of America on the other hand (individually a "Party" and collectively the "Parties"):

Desiring to strengthen the bonds of friendship and spirit of cooperation, to expand trade, and to strengthen economic relations between SACU and the United States;

Committed to achieving economic development and meaningful integration of developing countries into the global economy;

Determined to work towards greater well-being for their peoples through increased trade and investment;

Recognizing the importance of fostering an open and predictable environment for international trade and investment;

Desiring to reinforce the multilateral trading system under the auspices of the World Trade Organisation ("WTO");

Noting that the Parties are Members of WTO and affirming that this Cooperative Agreement to Foster Trade, Investment, and Development ("Agreement") is without prejudice to the rights and obligations of the Parties under the agreements, understandings, and other instruments related to or concluded under the auspices of the WTO;

Convinced of the importance of the United States' Generalized System of Preferences and the African Growth and Opportunity Act as invaluable tools for promoting trade between SACU and the United States;

Recognizing the vital role of agriculture for SACU and the importance of agricultural trade between SACU and the United States;

Further recognizing the benefits the Parties can derive from increased international trade and investment;

Desiring to promote transparency and to eliminate bribery and corruption in international trade and investment;

Recognizing the essential role of private investment, both domestic and foreign, in furthering growth, creating jobs, expanding trade, improving technology, and enhancing economic development;

Recognizing the increased importance of trade in services between SACU and the United States;

Taking into account the desirability of reducing non-tariff trade barriers in order to facilitate greater access to the markets of the Parties;

Recognizing the importance of providing adequate and effective protection and enforcement of intellectual property rights in accordance with international standards and of membership in and adherence to intellectual property rights conventions;

Recognizing the importance of providing adequate and effective protection and enforcement of worker rights in accordance with each Party's labor laws and of improving the observance of internationally recognized labor rights;

Recognizing the importance of protecting and preserving the environment in accordance with each Party's environmental laws, and desiring to ensure that trade and environmental policies are mutually supportive in the furtherance of sustainable development;

Recognizing different levels of development among SACU Member States and committed to achieving economic development and meaningful integration of least developed countries in to the global economy.

Desiring to encourage and facilitate contacts between enterprises and other private sector groups in each other's territories;

Reaffirming and acknowledging their desire to resolve trade and investment issues that arise between SACU and the United States through consultation and dialogue as expeditiously as possible;

HEREBY AGREE as follows:

Article ONE. OBJECTIVES

The Parties affirm their desire to promote an attractive investment climate and to expand and diversify trade between SACU and the United States.

Article TWO. CONSULTATIVE GROUP ON TRADE AND INVESTMENT

1. The Parties hereby establish a Consultative Group on Trade and Investment ("Consultative Group"), comprising representatives of each Party. Each Party shall be represented by the appropriate senior officials from the relevant ministries or departments responsible for trade. Representatives from each Party may be assisted by officials of other government entities as circumstances require.

2. The function of the Consultative Group shall be to ensure the fulfilment of the objectives of this Agreement, as set out in Article One.

3. The Consultative Group shall meet at such times and in such places as the two sides may agree. The Parties shall endeavour to meet not less than once a year.

Article THREE. FUNCTIONS OF CONSULTATIVE GROUP

1. The Consultative Group shall:

a) endeavor to conclude mutually beneficial trade- and investment enhancing agreements between the United States and SACU, such as memoranda of understanding, mutual assistance agreements, and cooperation agreements in areas of common interest;

(b) monitor trade and investment relations between SACU and the United States, identify opportunities for expanding trade and investment, and identify relevant issues affecting trade for further discussion.

(c) identify and work to remove impediments to trade and investment between SACU and the United States;

(d) consider, as appropriate and as resources permit, trade capacity building assistance and/or cooperation;

(e) promote increased contact between the private sectors in SACU and the United States to facilitate the expansion of trade and investment; and

(f) seek the advice of the private sector and civil society, where appropriate, on matters related to the Consultative Group's work. Any Party may, when it considers it appropriate, present the views of its private sector and civil society at meetings of the Consultative Group.

2. The Consultative Group may establish working groups, as necessary, to evaluate and make recommendations on specific trade and investment matters.

Article FOUR. CONSULTATION AND COOPERATION

1. Any Party may raise for consultation any specific matter relating to trade or investment between SACU and the United States to the Consultative Group by delivering a written request to the other Party that includes a description of the matter concerned. The Consultative Group shall take up the matter promptly after the request is delivered unless the requesting Party agrees to postpone discussion of the matter. The requesting Party shall endeavor to provide an opportunity for the Consultative Group to consider the matter before taking actions that could adversely affect trade or investment interests of the other Party.

2. For the purposes of providing for the further expansion of bilateral trade and investment flows, the Parties will cooperate on and consider whether further agreements such as those on sanitary and phytosanitary measures (SPS), standards, technical barriers to trade (TBT), customs cooperation and trade facilitation would be desirable, as well as

cooperate in undertaking specific trade and investment promotion activities.

Article FIVE. LEGAL EFFECT

This Agreement shall be without prejudice to the law of any Party or to the rights and obligations of any Party under any other agreement, convention or other instrument to which either is a party.

Article SIX. SIGNATURE AND AMENDMENT

1. This Agreement shall enter into force on signature. This Agreement shall remain in force unless terminated by unanimous consent of the Parties. Any Party may withdraw from this Agreement by providing written notice of withdrawal to the other Party. The withdrawal shall take effect on a date the Parties agree or, if the Parties cannot agree, 180 days after the date on which the notice of withdrawal is delivered.

2. Any Party wishing to amend the Agreement shall put such a request to the Consultative Group for consideration and decision, where after consensus agreement by the Parties such an amendment shall be made through the exchange of notes between the Parties through diplomatic channels.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement. Copies of this Agreement shall be lodged with the Government of the United States and the SACU Secretariat respectively, who will act as the joint depositories.

DONE in duplicate, both texts being authentic and the same, at Washington DC, this 16 day of July 2008, in the English language.

FOR THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE KINGDOM OF LESOTHO:

FOR THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA:

FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

FOR THE GOVERNMENT OF THE KINGDOM OF SWAZILAND