Technical Cooperation Agreement ("Agreement") between the African Accreditation Cooperation ("AFRAC"), and the Southern African Development Community Cooperation in Accreditation ("SADCA") hereinafter referred to as ("the Parties")

1. INTRODUCTION

1.1 Considering that cooperation between AFRAC and SADCA is of mutual benefit for the development of accreditation in Africa and the Southern African Development Community (SADC) region.

1.2 Acknowledging that AFRAC and SADCA share some common members.

1.3 Recognising the need for qualified peer evaluators.

1.4 Acknowledging that both Parties need to work towards recognised Regional Accreditation Cooperation status under ILAC and IAF.

The parties agree as follows -

2 PARTIES TO THE AGREEMENT

2.1 The Parties to this Agreement are -

(a) AFRAC represented by its Chairman; and

(b) SADCA represented by its Chairman.

3 PURPOSE AND APPLICATION OF THE AGREEMENT

3.1 The purpose of this Agreement is to record an understanding between the Parties on their working relationship so as to achieve the scope of the Agreement.

3.2 This Agreement is a general understanding between the Parties and provides a basis for other more specific agreements between the Parties at operational levels.
3.3 This Agreement shall not be binding on the Parties and shall not be legally enforceable commitments or impose a legal duty on the Parties.

3.4 This Agreement merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and each Party represents to the other that -

3.4.1 It does not constitute an obligation binding on either Party; and

3.4.2 It creates no rights in favour of either Party.

4 SCOPE OF THE AGREEMENT

4.1 The scope of this Agreement covers the relationship between AFRAC and SADCA on matters relating to accreditation and conformity assessment policy.

4.2 The scope of this Agreement shall exclude the roles and responsibilities that the Parties already have towards each other arising from their memberships in the International Laboratory Accreditation Cooperation ("ILAC") and the International Accreditation Forum ("IAF").

5 AREAS OF COOPERATION AND RESPONSIBILITY

5.1 Training and Development

5.1.1 The Parties shall foster participation in training activities organised jointly and/or by either Party, when deemed suitable.

5.1.2 The Parties shall foster recruitment and/or secondment of qualified personnel through internships and consultancies for each other and for each other's member accreditation bodies.

5.2 Proficiency Testing Programs

5.2.1 The Parties shall foster participation in proficiency testing programs organised jointly and/or by each Party, when deemed suitable.
5.3 Peer Evaluation

5.3.1 The Parties shall foster participation in peer evaluations organised jointly and/or by either Party, when deemed suitable.

5.4 Information Exchange

5.4.1 The Parties shall exchange information on the development of regional accreditation cooperations and other relevant topics.

5.5 Support on Technical Matters

5.5.1 The Parties shall support common efforts on matters of a technical nature related to accreditation programs.

5.6 Adoption of Common Positions

5.6.1 The Parties shall seek common positions on issues of mutual interest in the relevant regional and international fora.

5.7 Projects

5.7.1 The Parties shall cooperate in projects where required.

6 IMPLEMENTATION

6.1 The above named areas of cooperation shall be implemented through the following mechanisms:

6.1.1 Involvement of representatives from each Party, in each Party’s work as necessary. As such, the normal liaison and observer rules and procedures for input shall apply.

6.1.2 The AFRAC Executive Committee (“EXCO”) and the SADCA Executive Committee (“EXCO”) shall be responsible for managing this Agreement, unless otherwise agreed, and coordinate issues arising from it.

6.1.3 Attendance of each Party’s representative(s) at their respective General Assemblies and related Technical Meetings.
7 COMMENCEMENT, TERMINATION, AMENDMENT AND DURATION OF AGREEMENT

7.1 This Agreement shall commence on the date of the last Party signing and shall remain in effect until terminated or amended. Any Party may, upon giving three (3) calendar months’ notice, in writing of its intention to do so, terminate this Agreement.

7.2 This Agreement shall be subject to review every three (3) years to ensure the Agreement is reflective of the Parties intentions.

7.3 This Agreement may only be amended by the Agreement of both Parties, and any such amendment(s) shall be set out in writing and signed by both Parties. No alteration, variation, addition or agreed cancellation of this Agreement shall be of any force or effect unless reduced to writing as an annexure to this Agreement and signed by the Parties.

8. NO CONFLICT OF INTEREST

8.1 Each Party warrants that no conflict of interest exists or is anticipated relevant to its role in this Agreement.

8.2 If a conflict of interest arises, the Party affected shall notify the other Party immediately and the Parties shall seek to resolve the conflict.

9. LIABILITY

9.1 Each Party warrants that it shall indemnify and keep indemnified the other Party against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.

10. COUNTERPARTS

10.1 This Agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.
SIGNED Botswana ON THIS 20 DAY OF March 2014

FOR AND ON BEHALF OF AFRAC

[Signature]

Mr R Josias
AFRAC Chairman

AS WITNESSES:

1. [Signature]

2. [Signature]

SIGNED Botswana ON THIS 20 DAY OF March 2014

FOR AND ON BEHALF OF SADCA

[Signature]

Mr R Gopee
SADCA Chairman

AS WITNESSES:

1. [Signature]

2. [Signature]