TECHNICAL COOPERATION AGREEMENT

BETWEEN

THE AFRICAN ACCREDITATION COOPERATION (AFRAC)

AND

THE ARAB ACCREDITATION COOPERATION (ARAC)

AND

THE SOUTHERN AFRICAN DEVELOPMENT COOPERATION IN ACCREDITATION (SADCA)

HEREIN REFERRED TO AS “THE PARTIES”
THIS TECHNICAL COOPERATION AGREEMENT is entered into between AFRAC, ARAC and SADCA.

ACKNOWLEDGING the benefits the Parties can realize through closer technical cooperation in the exchange of knowledge and the technical support in matters of accreditation and conformity assessment.

DESIRE TO strengthen the technical cooperation previously signed by the Parties.

STRIVE on the basis of reciprocity and in the spirit of cooperation, to strengthen the technical integrity, knowledge and evaluators availability of the Parties.

RECOGNIZING the scarcity and geographical spread of the required evaluator's competencies that may be of benefit to the Parties.

CONFIRMING the benefits of this cooperation in strengthening the existing relationship between the Parties.

NOW THEREFORE the Parties have agreed on the following -

ARTICLE 1
PURPOSE AND APPLICATION OF THE AGREEMENT

1. The purpose of this agreement is to establish a joint evaluator's pool of experts accessible to the Parties, as needed.

2. The Agreement seeks to enhance cooperation between the Parties in their working relationship.

3. This Agreement shall not be binding on the Parties and shall not be legally enforceable commitments or impose a legal or financial duty on the Parties.

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:
4.1 it does not constitute an obligation binding on any Party; and

4.2 it creates no rights in favour of any Party.

ARTICLE 2
SCOPE OF THE AGREEMENT

1. The scope of this Agreement covers the relationship between the Parties on matters of access to the required competencies to conduct evaluations.

2. The scope of this Agreement includes the roles and responsibilities that the Parties already have towards each other, and other accreditation bodies, arising from their membership in the International Laboratory Accreditation Cooperation (ILAC), and related organisations such as the International Accreditation Forum (IAF) either directly or indirectly.

ARTICLE 3
COLLABORATIVE ACTIVITIES

1. The Parties shall cooperate in the fields of accreditation body assessments, training, development and registration of evaluators.

2. This cooperation includes the following areas –

2.1 develop and maintain a united database of all the Parties qualified evaluators;

2.2 collaborate in identifying skills sets required and identify and foster the development of evaluators through training and attachments, as agreed;

2.3 participate in workshops, training and other relevant meetings organized by either of the Parties, aimed at qualifying and developing evaluators competency, when deemed appropriate;
2.4 exchange information on MLA programs, accreditation schemes and any other experience with respect to evaluators; and

2.5 cooperate and coordinate in projects and procurement of funds from donor organisations in support of developing and qualifying evaluators, whenever required deemed relevant.

ARTICLE 4
PROJECTS AND FUND-PROCUREMENT

1. The areas of cooperation set out in this Agreement shall be implemented through, inter alia, the following mechanisms:

1.1 involvement of MRA/MLA Chairs in each other’s evaluation scheduling, and in this respect, the normal liaison and observer rules and procedures for input shall apply; and

1.2 management and coordination by the Executive Committees of each Party of any agreed joint projects or other work arising through this Agreement.

ARTICLE 5
COMMENCEMENT

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.

ARTICLE 6
REVIEW AND AMENDMENTS

1. This Agreement shall be reviewed upon request of any Party and may be amended by agreement of all Parties, in writing. Alternatively, this Agreement
shall be subject to review every three (3) years to ensure the Agreement is reflective Parties intentions.

2. This Agreement may only be amended by agreement of Parties, and any such amendment(s) shall be set out in writing and signed by all 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 all Parties.

ARTICLE 7
TERMINATION

1. Any Party may terminate this Agreement at any time by giving the other Parties written notice of three (3) months, notwithstanding. Should one Party terminate its participation in this agreement, the whole agreement will cease. The remaining Parties may conclude a new agreement.

ARTICLE 8
NO CONFLICT OF INTEREST

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

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.

ARTICLE 9
LIABILITY

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.
ARTICLE 10
COUNTERPARTS

1. This Agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

ARTICLE 11
DISPUTE RESOLUTION

1. Any dispute arising out of the interpretation or implementation of this Agreement shall be settled amicably by negotiations or by such other means as the Parties shall mutually agree to.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties herein have duly affixed their respective signatures on the three originals of this Agreement, with texts being equally authentic.

This AGREEMENT signed in Frankfurt, Germany, on 03rd April 2016

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Mr Ron Josias
AFRAC Chairman
DULY AUTHORIZED
ON BEHALF OF AFRAC

AS WITNESSES

1. ........................................

2. ........................................
This AGREEMENT signed in Frankfurt, Germany, on 03rd April 2016

Mr Mahmoud Eltayeb
DULY AUTHORISED
ON BEHALF OF ARAC

AS WITNESSES -
1. [Signature]
2. [Signature]