

DEPARTMENT OF TRADE AND INDUSTRY

NO. 72

02 FEBRUARY 2018

MEMORANDUM OF UNDERSTANDING**BETWEEN:****BROAD-BASED BLACK ECONOMIC EMPOWERMENT COMMISSION**

An entity within the administration of the dti in terms of section 13B (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003) as amended and herein represented by **Ms Zodwa Ntuli** in her capacity as the Acting Commissioner and she being duly authorized to enter into this agreement.

(Hereinafter referred to as "B-BBEE Commission")

AND

**SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM**

A public entity with the promulgation of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act (Act 19 of 2006), within the dti and herein represented by **Mr Ron Josias** in his capacity as the Chief Executive Officer duly authorized thereto

(Hereinafter referred to as "SANAS")

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- 4.1 each party shall take into consideration the independence, governing structures and internal processes of the other party;
- 4.2 the main aim of this MoU is based on the understanding of and respect for each party's mandate, responsibilities and processes;
- 4.3 each party shall be transparent with the activities that might have an impact on the other party's work; and
- 4.4 the parties shall cooperate in the utmost good faith and with honesty, integrity and professionalism and each party shall respect the other's intellectual property (whether copyrighted or not).

5. AREAS OF COLLABORATION

5.1 The areas of collaboration shall include the following:

- 5.1.1 B-BBEE Advocacy and Awareness for Accredited bodies and industry representatives;
- 5.1.2 Monitoring and Evaluation when conducting Compliance and Enforcement oversight visits to Accredited Bodies;
- 5.1.3 Participate in each other's processes for best practices aimed at better regulation of the verification industry;
- 5.1.4 Identification of opportunities to increase black ownership in the verification industry by providing accreditation support for industrial development and to facilitate trade;
- 5.1.5 any other matters of common interest as may be identified from time to time.

5.2 The parties anticipate that their collaborative activities will include:

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- 6.4 These provisions do not preclude any party from fully complying with the obligations of the B-BBEE Act, to enable the B-BBEE Commission to execute its mandate.

7. LEGAL STATUS OF THIS MoU

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

7.1.1 It does not constitute an obligation binding on either side; and

7.1.2 It creates no right in favour of either Party.

- 7.2 This MoU shall not be binding save for the Confidentiality clauses which shall continue to exist upon the Termination of this Agreement.

8. FUNDING

- 8.1 Each party shall bear its own expenses that might be necessary for the implementation of this MoU unless otherwise reduced to writing by both parties to execute a joint funding.

9. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 9.1 The parties agree, for the duration of this agreement and for any project as negotiated under this agreement, to share authorship of any publications arising from such projects.

- 9.2 The parties recognise the importance of protecting and respecting each other's copyright and intellectual property rights. This MoU does not grant either party to make use of material belonging to either party outside the framework of collaborative activities set out in this MoU, all reports and

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11. SEVERABILITY

- 11.1 If any part of the provisions of this MoU is found in any way to be void or not applicable, such part of the provisions shall be deemed to be deleted and the remaining provisions of this MoU shall continue in force and effect.

12. SOLE MoU AND VARIATION

- 12.1 This MoU is the sole understanding between the Parties and supersedes any previous understandings between them relating to the matters referred to herein.
- 12.2 This MoU may be amended by to the consensus of both Parties, and any such amendments shall be set out in writing and signed by both Parties. Amendments leading to the specific requirements shall be incorporated by way of an annexure to this MoU.

13. PUBLICITY

- 13.1 SANAS shall be prohibited from including the name of the B-BBEE Commission or its members, in any publicity, advertising or news release without the prior written approval of an authorized representative of the B-BBEE Commission.
- 13.2 The B-BBEE Commission shall be prohibited from including the name of SANAS or its members, in any publicity, advertising or news release without the prior written approval of an authorized representative of SANAS.

14. COUNTERPARTS

- 14.1 This MoU may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

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15.4 Notice of any change of address stated may be given by either party with 14 (fourteen) days of such change.

15.5 Any notice in terms of this MoU:

15.5.1 In case of hand delivery at a physical address, an acknowledgment of receipt shall be endorsed by the respective party.

15.5.2 May be sent by registered post upon which proof of postage issued by the relevant authority shall be vanished or provided to serve as proof of service.

16. GOVERNING LAW

16.1 This MoU shall be governed by and interpreted or construed in accordance with the laws of the Republic of South Africa without regard to its principles regarding conflict of laws. Any and all disputes arising out of it or in connection with this MoU shall be governed by Intergovernmental Relations Framework Act, 2005 (Act 13 of 2005) for a dispute resolution considering the fact that they are both organs of the state.

16.2. The parties shall at all material times use all reasonable effort to resolve any dispute arising from this MoU through good faith negotiations.

16.3 In the event of failure to reach an agreement or settlement, such dispute shall be referred to the Chief Executive Officer of SANAS and the Acting Commissioner of the B-BBEE Commission, and they shall endeavor to settle the matter of such referral.

16.4 Should the endeavors also fail in attempting to solve the dispute, then it shall be referred to the Director-General of the Department of Trade and Industry or an official delegated by him for such purpose, to attempt to solve such matter.

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For SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM

SIGNED AT PRETORIA ON THIS 21 DAY OF AUGUST 2017



Mr Ron Josias
South African National Accreditation System

WITNESSES:

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