

GENERAL COOPERATION AGREEMENT

between

Federation of East and Southern African Road Transport Associations (FESARTA)

and

International Road Transport Union (IRU)

THE PARTIES:

The International Road Transport Union (IRU), with Headquarters at 3, Rue de Varembé, B.P. 44, CH-1211 Geneva 20, Switzerland, represented by Mr Umberto de Pretto, Secretary General,

The Federation of East and Southern African Road Transport Associations (FESARTA), with Headquarters in 96 Main Road (R55), Crowthorne, Midrand. 1682 Box 70202, Bryanston. 2021, South Africa, represented by its Executive Director, Mr Barney Curtis,

CONSIDERING THAT:

As a result of discussions between the two organizations, the Parties have identified avenues for cooperation with a view towards leveraging their respective strengths in areas of shared interest;

IRU, established in Geneva on 23 March 1948, is a non-governmental international organization with 170 Member Associations in 74 countries which upholds the interests of the road transport industry. The IRU’s principal task is to ensure the mobility of people and goods and that its mission includes working towards harmonisation and simplification of procedures affecting road transport of passenger and goods and striving to lift the barriers to international transport and trade. These global tasks and missions are incorporated in the Working Programme of the IRU Regional Committee for Africa, open to all African countries, but currently grouping 27 Associations representing the road transport industry in 22 countries from North, Western and Central Africa;

FESARTA, established in 1993, is a private, not-for-profit organization grouping of National Road Transport Associations from 16 countries of East and South Africa and is devoted to improve the stature, efficiency and competitiveness of the road transport operating industry and the stature and sustainability of its Members in the East and Southern African Region;

The principal goal of both organizations is to increase the efficiency of the Road Transport industry, to promote and facilitate African intraregional and global trade and transport, as well as to develop capacity building and professional training;

HAVE AGREED THAT:

Article l - Purpose

The overarching objective of this General Cooperation Agreement (“Agreement”) is to provide a framework for cooperation where the Parties, within the IRU Regional Committee for Africa (CRIPA), can enter into collaborative relationships in which they can optimize their respective strengths to jointly contribute to promote economic growth and enhance the competitiveness in Africa to improve access to international markets and contribute to economic integration by facilitating movement of goods and services to ensure the mobility of people and goods through road transport across international borders at African regional and continental level.

To pursue the activities undertaken pursuant to this Agreement, the Parties shall jointly develop and devise implementation strategies to work with international/regional organizations, such as the African Road Transport Policy Programme (SSATP), the Regional Economic Communities (RECs), the African Development Bank, the United Nations Economic Commission for Africa (UNECA), as well as other governmental agencies, corporations or private organizations, foundations, and individuals.

Article Il - Scope and Extent

FESARTA, on behalf of its Members, in joining the IRU Regional Committee for Africa (CRIPA), adheres to its Rules of Procedure which form an integral part of this Agreement, and agrees and support its Working Programme.

FESARTA Members will be considered as Members of the CRIPA.

The activities conducted under the framework of this Agreement aim at promoting and implementing the CRIPA Working Programme and may include but are not limited to the following areas of cooperation:

1. Creating awareness and providing recommendations to governments, other stakeholders and the general public on key issues and activities related to the importance of improving and facilitating road transport to enhance competitiveness;
2. Developing joint studies, programs and initiatives in the above mentioned areas;
3. Promoting training and capacity building in areas of mutual interest in particular through the IRU Academy;
4. Establishing an effective Public-Private Partnership through an ongoing dialogue on road transport, and by coordinating actions between the international organizations, State bodies, road carriers’ Associations, and transport organizations from the Member States in the region;
5. Cooperating with African Continental, Regional and Sub Regional organizations, road carriers’ Associations and Private sectors organizations involved in transport and logistics to promote and achieve the accession to and the implementation of the key UN global trade and road transport facilitation instruments in Africa.

Article III - Cooperation Modalities

FESARTA, by joining the IRU Regional Committee for Africa (CRIPA) will:

* When possible, participate in CRIPA meetings.
* Receive all CRIPA documents and communications and transmit them immediately to its Members;
* Collect feedback from its Members and keep the IRU CRIPA Secretariat duly informed;
* Transmit to the IRU CRIPA Secretariat, for further transmission to CRIPA Members, any document of interest. The IRU CRIPA Secretariat will provide FESARTA with required feedback.

Furthermore,

* The IRU CRIPA Secretariat and FESARTA will keep each other informed of their respective activities,
* In order to facilitate their cooperation and in particular ensure close working relations while preserving cost efficiency, both organizations will as much as possible coordinate their agenda of respective meetings in Africa and foresee whenever possible the organization of CRIPA meetings in conjunction with the SSATP Annual or REC-TCC meetings or the Africa Road Transport Forum,
* FESARTA will invite the IRU CRIPA Secretariat and CRIPA Members to attend the yearly African Road Transport Forum.

The CRIPA Secretariat and FESARTA shall coordinate their efforts and lobbying activities towards their legitimate partners, in particular on the fields covered by the CRIPA Working Programme.

Article IV - Financial Provisions

Without prejudice to what the Parties may provide, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

For the joint agreed activities, each organization will cover its own costs.

Article V - Coordination and Notice

Each Party shall designate its representative (“Designated Representative”), who shall serve as primary contact for the respective institutions and for the purpose of sending and receiving all official communications between them regarding this Agreement.

The Designated Representative for sending notices and communications from FESARTA and receiving them from IRU is:

Barney Curtis

Executive Director - FESARTA

South Africa

The Designated Representative for sending notices and communications from IRU and receiving them from FESARTA is:

Jean Acri

Head – IRU Regional Committee for Africa Secretariat

International Road Transport Union (IRU)

Geneva, Switzerland

Either Party may change its Designated Representative named above, as well as the Representative’s address, telephone, fax and/or electronic mail indicated above by notifying the other Party of the change in writing.

Article VI - General Provisions

The Parties shall observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement.

This Agreement shall enter into force upon signature by the duly authorised representatives of the Parties and shall remain in force indefinitely unless and until terminated in accordance with this Agreement.

The Parties may amend this Agreement by way of a written document of amendment, signed by the duly authorised representatives, dated and attached hereto. Unless otherwise agreed to, amendments may apply to any activities which have not yet been implemented.

The Parties may terminate this Agreement by mutual consent or by way of thirty days’ advanced written notice by one Party to the other.

SIGNED by the duly authorised representatives of the Parties, in duplicate originals in the English language, on the date and place indicated below.

For the International Road For FESARTA

Transport Union

Umberto de Pretto Barney Curtis

Secretary General Executive Director

IRU FESARTA

Date and place: Date and place:

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