

## **MEMORANDUM OF COLLABORATION**

This memorandum of collaboration is entered into and between the Oil and Colour Chemists' Association of South Africa (OCCA SA), whose registered offices is at 55 Beach Road, Strand, Cape Town, and the South African Paint Manufacturing Association (SAPMA), whose registered office is at 16 Nicol Road, Bedfordview, Johannesburg, Republic of South Africa.

### **CONTEXT**

OCCA SA and SAPMA are, respectively, the leading membership organisation and trade association within the South African Coatings Sector. Both organisations currently provide a range of technical, training and support activities across the Sector.

OCCA SA and SAPMA already collaborate between each other, and this Alliance is intended to capitalise upon these successful collaborations and benefit from each other's specialised resources.

### **A BROADER ALLIANCE**

OCCA SA and SAPMA have identified the benefits of collaborating as a broader-based strategic alliance to enhance the relationship between each organisation and advance the capabilities and interests of each body.

OCCA SA and SAPMA will collaborate on multiple issues of mutual interest and benefit to their respective membership, customers, and other stakeholder communities.

#### **1. Alliance Activities**

In an effort to identify and build additional Alliance Activities, OCCA SA and SAPMA agree:

(A) During the Term of this Alliance Agreement, each organisation shall extend to the respective members of the other organisation member registration rates and discounts for selected meetings, seminars and other events in South Africa.

(B) OCCA SA and SAPMA will promote appropriate publications, technical meetings, training courses, professional qualifications and membership of the other Party.

(C) OCCA SA and SAPMA will seek to identify potential future projects to generate revenue and to benefit the respective bodies.

(D) OCCA SA and SAPMA will seek to create a stronger combined voice in order to influence and represent the respective voices of their memberships.

(E) The combined Parties will seek to strengthen their combined knowledge base through shared committees, information and members' skills and backgrounds.

(F) OCCA SA's will support of SAPITI's training and educational programmes. This by offering lecturers additional learning material, student tutelage/mentorship as required and as feasible/practical. Students of Module 1 will be signed up as OCCA SA student members.

(G) Any additional co-operation that may be required over time and to cover matters that may be for the mutual benefit of the parties and/or by extension the SA Coatings Industry itself.

## 2. Relationship

Notwithstanding that OCCA SA and SAPMA desire to collaborate, the organisations are not, and shall not be considered joint ventures, partners, or legal representatives of each other. With the exception of Clause 1. (C) and to the extent specifically agreed in writing, at no time, shall either Party act or represent itself as acting in any of these capacities pursuant to this Agreement. No Party shall have the right or power to bind or obligate the other Party in any manner and shall not make, or represent that it has power to make any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other Party.

Nothing in this Alliance Agreement shall be deemed to prevent either Party from entering into similar agreements with other organisations provided they do not prejudice either party

## 3. Term

The Term of this Agreement shall be for an initial period of five years from date of signature. Each Party may terminate this Agreement at any time and for any reason during and following the completion of the initial period on six months' prior written notice to the other Party.

Each Party may terminate this Agreement with immediate effect or such notice as the innocent Party chooses for breach or some bona fide reason concerning the reputation or other well-being of a Party.

Any subsidiary agreements as envisaged under Clause 1. (C) will continue for their duration following any termination of this agreement, depending upon the terms of such subsidiary agreement.

Should either OCCA SA or SAPMA discontinue or cease to operate as an Association then the ownership of the Coatings for Africa brand/conference will revert to the surviving party.

#### 4. Obligations of the Parties

The parties agree to share the costs, unless otherwise agreed by the parties, of any collaborative activities identified by Clause 1. (C) equally. Unless otherwise agreed to in advance and in writing, the Parties shall include as costs under this Alliance Agreement only direct expenses and shall not include any specific labour or overhead charges, although it is also the intention that the Parties shall seek an equal division of labour associated with the programme where practical. The parties will share the profits (or losses ) arising from all jointly organised events that may be arranged from time to time, specifically the 'Coatings for Africa' symposium and exhibition which currently is organised on a biennial basis. Where specific costs may be, or are perceived as being to the benefit of one of the parties and no benefit accruing to the other, then the sharing of these costs will be separately negotiated for each specific project and activity budgets will be agreed in writing between OCCA SA and SAPMA, prior to the commencement of such undertakings. It is specifically agreed that the Parties' responsibilities under this Alliance Agreement are limited to the terms of this Agreement and no Party shall have any other responsibilities or obligations.

#### 5. Branding

The brand "Coatings for Africa" is a registered trade mark which is owned jointly by both operations through their joint venture CFA Conference NPC. The costs for the registration and defending the Trade Mark will be share equally by the parties.

#### 6. Indemnities

Each Party will at all times indemnify the other against all costs and liabilities arising from any breach of this Agreement or other wrongful act or omission by the other Party.

## 7. Confidentiality

- 7.1 Without prejudice to each Party's other rights and remedies, each Party shall treat as confidential (during and for a period of at least 5 years after termination of this Agreement) any information which is, by its nature confidential, that is, or has been, disclosed to it by the other. It is recorded that the membership data of each organisation will be shared with each other and the conference organiser, for the purpose of promoting Coatings for Africa, and for other joint ventures that may arise from time to time.
- 7.2 Each Party shall on demand and on termination of this Agreement surrender to the other all documents, notes and memoranda relating to such confidential information in its possession or in the possession of its employees agents and sub-contractors save to the extent that is reasonable to enable that Party to retain evidence of its proper performance of this Agreement.

## 8. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement or understanding between the Parties.

## 9. Governing Law and Jurisdiction

This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of South Africa and the Parties hereto irrevocably submit to the non-exclusive jurisdiction of the Courts of South Africa for the determination of disputes or claims (including non-contractual disputes or claims) which may arise out of or in connection with this Agreement.

## 10. COATINGS FOR AFRICA:

The COATINGS FOR AFRICA symposium and exhibition is jointly owned and run by SAPMA and OCCA SA. An organising committee will be formed with representation from both organisations. This committee will appoint an operator to oversee the running of the event. The cost and profits will be shared on a 50:50 basis. Notwithstanding that it was agreed to sign a three show exclusivity agreement with Hypenica covering exhibitions in 2015, 2017 and 2019 (the agreement with Hypenica should be attached to this document) there are certain conditions and arrangements that should be included in the agreement pertaining to the Coatings for Africa Conference.

It is agreed by both parties that:

1. The Coatings for Africa conference will be permanently held in Johannesburg since this is where the major Coatings Industry is located.
2. The venue of the conference (in Johannesburg or surrounding area) will be decided on by the organising committee and Hyphenica.
3. The members of the organising committee should be made up of senior members of their associations with experience and the ability to attend CFA monthly meetings (Members must attend at least 80% of meetings. If members are from outlying areas who are unable to attend then they should relinquish their membership). Notwithstanding the internal arrangements and structures of OCCA SA, their team will be considered representing OCCA SA South Africa and not individual provinces. It is entirely OCCA SA's prerogative to share their share of the proceeds of the CFA between their provincial branches, but the OCCA SA members of the CFA will be deemed to represent OCCA SA South Africa.