



MEMORANDUM OF UNDERSTANDING ("this MOU")

BETWEEN

**SOUTH AFRICAN INDUSTRIAL CONTAINER RECONDITIONERS ASSOCIATION
(herein referred to as "SAICRA")**

AND

**CHEMICAL AND ALLIED INDUSTRIES' ASSOCIATION
(hereinafter referred to as CAIA)**

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PREMABLE

WHEREAS CAIA is a non-profit organization and represents the Chemical and Allied Industries and was established with the assistance and support from the manufacturers of chemicals representing the interests of the Chemical Industry ("CAIA members"). CAIA members manufacture, market, and transport chemicals. As a result of these activities, CAIA members may have an interest in the reconditioning of drums.

WHEREAS SAICRA is a non-profit organization advocating the environmental responsible collection, transport, and reconditioning of used industrial containers in South Africa on behalf of its members. SAICRA members, among others, are collectors, reconditioners and manufacturers of industrial containers in South Africa ("SAICRA members").

WHEREAS SAICRA and CAIA herein referred to as parties to this MOU accept and acknowledge that the capacity and authority in relation to this Memorandum is solely derived from each party's constitution irrespective of the content of this MOU, and that this MOU does not give rise to binding rights and duties.

WHEREAS the Parties are desirous to collaborate in areas of common and mutual interest.

RECOGNISING the importance of matters associated with the reprocessing of previously certified packaging and that this Memorandum of Understanding is intended as a guiding document and is non-binding on the respective parties.

DESIROUS to enhance safety and environmental protection in the storage and transportation of chemicals with particular emphasis on the re-use of reconditioned industrial containers.

COGNISANT of the duties, functions, and responsibilities of CAIA and SAICRA; and

NOW THEREFORE the Parties intend to achieve the following:

1. PURPOSE

The purpose of this MOU is to endeavor to realize the following:

- 1.1. Formalize co-operation between CAIA and SAICRA in areas as identified in order to promote the safe and environmentally responsible collection, transportation and reconditioning of all collectable used industrial containers.
- 1.2. Establish an agreed framework for co-operation and collaboration and to further create an opportunity for CAIA and SAICRA to make inputs into each other's relevant functional areas where appropriate.
- 1.3. To support the reconditioning of industrial containers used for the storage and transport of chemicals in an environmentally responsible and safe manner to ensure the viability and sustainability of both the chemical and industrial container reconditioning industry.



2. AREAS OF CO-OPERATION

The parties agree to co-operate with each other in the following areas:

- 2.1.1. The development, promotion and the implementation of legislation and best practice standards for the safe and environmentally responsible collection, transport, and reconditioning of all collectable industrial containers.
- 2.1.2. The two parties will consult each other regarding the development of new best practice standards or the amendment of current standards that impact on the collection, transport, and reconditioning of industrial containers.
- 2.1.3. Where commonality exists with other similar organisations both Parties will try to assist the coming together of the different Parties and help each other in meeting its objectives and any regulatory obligations such as an Extended Producer Responsibility Scheme for previously certified packaging.
- 2.1.4. Such consultation will take place using any of the following means:
 - Written correspondence
 - Meetings
 - Formal discussions

2.2. Training and awareness

- 2.2.1. Parties will support each other with regards to training and awareness.
- 2.2.2. Training and awareness may take place at workshops and seminars. Specific training may take place between parties as required. SAICRA members will be offered access to the CAIA Responsible Care® workshops and training events at the same cost as CAIA members.
- 2.2.3. Any request for skills transfer and capacity building shall be co-ordinated between parties.
- 2.2.4. Training and awareness requests may be refused based on safety considerations, technical capacity and level of competency required.

2.3. Provision of technical support and advice:

- 2.3.1. Parties may request support and advice with regards to the following:
 - In the event of an occurrence involving the reconditioning of industrial containers:
 - SAICRA may request information from CAIA, including but not limited to, the composition and hazards of the substance stored in industrial containers that will be

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recycled and the use of Personal Protective Equipment (PPE) required for specific chemicals.

- Information may be requested telephonically and thereafter followed up in writing. CAIA may respond through its members.
- Technical support relating to the properties of chemicals previously contained in the industrial containers destined for reconditioning include but is not limited to chemical compatibility and Safety Data Sheets.

2.4. Audits and inspections:

- 2.4.1. CAIA will promote the use of SAICRA members that have been audited against and comply with the requirements of SANS 10406 - Transport of dangerous goods - The reprocessing of previously certified packaging - amongst its members.
- 2.4.2. The names of SAICRA members that have successfully completed the verification audit protocol associated with SANS 10406 will be displayed on the CAIA website.
- 2.4.3. The Parties may request information regarding audits and inspections as it becomes available for the purposes of general industry or company specific improvement or to compare audit reports relating to safety, health and the environment.
- 2.4.4. This request will be done in writing and parties may respond as they see fit.

2.5. Supply of nominally empty industrial containers:

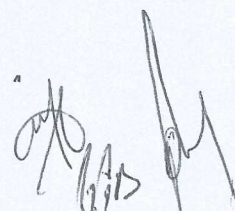
- 2.5.1. CAIA will supply guidance to its members to only provide previously certified packaging that is nominally empty (as defined in SANS 10406) to SAICRA members.
- 2.5.2. CAIA will supply guidance to its members to sign a nominally empty packaging certificate on each occasion that packaging is offered, verifying that the packaging is nominally empty, to the reconditioner as required by SANS 10406.

3. LIASION BETWEEN PARTIES

- 3.1. Each party shall appoint a liaison person for the purpose of executing this MOU.
- 3.2. The parties shall meet at least annually. The following shall form part of the agenda for the liaison meeting;
- Review of the MOU
 - Proposed amendments of the MOU
 - Feedback on areas of co-operation as provided in Clause 2

4. EXECUTION OF THE MOU

- 4.1. The parties conclude this MOU in good faith and intend to co-operate responsibly in effecting intentions embodied in this MOU.



4.2. The parties agree to diligently carry out their obligations and ensure compliance with the purpose of the MOU.

5. ENTRY INTO FORCE AND TERMINATION

This MOU commences on the date of signature by the party signing last in time and remains in existence until cancelled by mutual consent.

6. FINANCIAL ARRANGEMENTS

6.1. For the duration of this MOU each party shall bear its own costs in the fulfilment of its obligations.

6.2. The financial implications for both parties in terms of any special operations or assignments which may be required shall be agreed upon in writing between the parties before proceeding with such operations or assignments.

7. CONFIDENTIALITY

7.1. Each party shall keep all information obtained or received from the other party for the purpose of this MOU, in confidence, unless consent is given by the disclosing party to the receiving party to disclose such information to third parties.

7.2. For the purposes of this clause, confidential information means all know-how, information, data, and other material written or unwritten, relating to this MOU that may be disclosed by each party before, or after the date of conclusion of this MOU. Confidential information will not include information:

7.2.1. That was known to the receiving party prior to disclosure in terms hereof:

7.2.2. That is, or becomes public knowledge through no fault of the receiving party; and

7.2.3. That comes to the knowledge of the receiving party as a result of disclosure by a third party.

7.3. This clause shall remain in force for a period of 5 years after the termination of this MOU.

8. DISPUTE RESOLUTIONS

8.1. The parties undertake to resolve any dispute that may arise with regard to any Provision of this MOU amicably.

8.2. In the event the parties are unable to resolve a dispute amicably, the dispute must be referred to Chief Executive Officers or delegated person/s of the respective parties who must jointly endeavour to dispose of such dispute.



9. SOLE AGREEMENT

This MOU constitutes the whole agreement between the parties relating to the subject matter hereof.


10. WAIVER

Any relaxation or indulgence which a Party may show to the other in terms or pursuant to the provisions contained in this MOU, does not constitute a waiver of any right of that Party or of the Party which granted such relation or indulgence.

Signed at CAPE TOWN this 12TH day of OCTOBER 2023.

For South African Industrial Container Reconditioners Association (SAICRA)

Who hereby warrants (s)he is duly authorized to sign this agreement on its behalf.

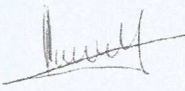
FULL NAME: C. MOODLEY SIGNATURE: 

DESIGNATION: CHAIRMAN

Signed at BRYANSTON this 10th day of October 2023.

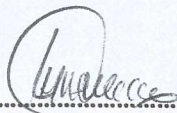
For Chemical and Allied Industries' Association (CAIA)

Who hereby warrants (s)he is duly authorized to sign this agreement on its behalf.

FULL NAME: DEIDRE PENFOLD SIGNATURE: 

DESIGNATION: EXECUTIVE DIRECTOR

WITNESS:

(1) FULL NAME: ISIDORE KURUSE SIGNATURE: 

(2) FULL NAME: CHRIS AAGAPPEN SIGNATURE: 