THE DAIRY STANDARD AGENCY NATIONAL DAIRY MONITORINGPROGRAM IN COLLABORATION WITH

_____

_____ MUNICIPALITY

WORKING RELATIONS AGREEMENT (Hereinafter referred to as WRA)

Between

THE _____
MUNICIPALITY

(Hereinafter referred to as "_____")

Represented herein by _____ in his/her capacity as

_____ of _____

And

DAIRY STANDARD AGENCY (DSA)

(Hereinafter referred to as the "DSA")

Represented herein by Tania Blignaut in his/her capacity as Operations Manager and dully authorised thereto.

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1. **Preamble and purpose of the Working Relations agreement**

Work relations agreement between the Dairy Standard Agency (DSA) and _____ MUNICIPALITY (_____) regarding the quarterly monitoring of milk, dairy products and dairy related products.

In addition, the working relations ensure the appropriate skills levels and technology requirements to fulfil the quarterly monitoring.

1.2 Purpose

1.2.1 To establish a work relations agreement between the DSA and the _____ to ensure objective sampling and testing of milk and dairy related products for screening purposes sold in _____.

1.2.2 To conduct a quarterly monitoring service of milk and other dairy products within _____ jurisdiction area in order to measure for compliance with legal requirements;

1.2.3 To institute and maintain professional and scientific evaluation of milk and other dairy products sold in the jurisdiction area of _____, based on all product quality and safety standards prescribed in terms of the legal standards that are determined by the following legislation:

1. Agricultural Product Standards Act 1990, (Act 119 of 1990), Regulation 1510 of 2019
2. Foodstuffs, Cosmetics and Disinfectants Act 1972, (Act 54 of 1972), Regulation 1555 of 21 November 1997. (REGULATIONS RELATING TO MILK AND DAIRY PRODUCTS). And where applicable or by pre-arranged agreement
3. Any other Regulation, applicable to milk and dairy products, under the Foodstuffs, Cosmetics and Disinfectants Act 1972. (Act 54 or 1972)

1.2.4 To communicate all relevant information as processed data which is to assist the _____ Health Authority in the implementation of appropriate remedial action plans where applicable.

1.2.5 To outline the role of each stakeholder, DSA and _____, in quarterly milk and dairy product sampling.

2. **Parties**

The parties to this Working Relations Agreement:

2.1 _____

Municipality ("_____ ") and

2.2 Dairy Standard Agency ("the DSA")

3. Definitions

3.1 In this Working Relations Agreement, except in a context indicating that some other meaning is intended, the following words shall have the following meanings:

3.1.1 **"HA"** means the Health Authority responsible for execution and enforcement of the Foodstuffs, Cosmetics and Disinfectants Act 1972 (Act 54 of 1972) and the National Health Act, 2003 (Act 61 of 2003);

3.1.2 **"DSA"** means the Dairy Standard Agency;

3.1.3 **"Parties"** means the HA and DSA;

3.1.4 **"NDMP'** means the National Dairy Monitoring Program.

4. Interpretation

- The NDMP is a project funded in principle by Milk South Africa in terms of regulations issued by the Minister of Agriculture, Land Reform and Rural Development (DALRRD) in terms of the Agricultural Marketing Act;

- The NDMP is an initiative of the organised dairy industry in South Africa, the DSA and the relevant Health Departments of Municipal Health Authorities (HA) responsible for food and dairy control;

- The outcomes of the NDMP are based on the relevance and mutual commitment of all stakeholders through:
  - the enhancement of the efficiency and effectiveness of NDMP programme delivery;
  - good communication and cooperation between all stakeholders; and
  - implementation of remedial steps as and when required to encourage improvement.

- The parties are responsible for the logistical activities and financial expenses as indicated in items 5 and 6 hereunder during execution of the monitoring program;

- The Health Authority is acknowledged as the regulatory body responsible for milk and dairy control according to their duties, power and functions described in the Foodstuffs, Cosmetics and Disinfectants Act (Act 54 of 1972), Regulation 328 of 20 April 2006 (Regulations relating to the powers and duties of inspectors and analysts conducting inspections and analyses on foodstuffs and at food premises.)

- The DSA is acknowledged as the agency established by the organised dairy industry to promote the improvement of compliance, the safety and quality of milk and other dairy products on a national level in the interest of the dairy industry and the consumer;

- The NDMP is an official project of the DSA and the DSA is the official communicator of the NDMP to the HA.

5. Responsibilities of DSA

The DSA is the administrator of the NDMP with regard to coordinating the logistical programme on a quarterly basis, handling samples after collection from the HA; assuring temperature control from point of pick-up and keeping records thereof, submitting of samples at pre-appointed authorised laboratories, receiving raw data from the DSA Laboratory Service and laboratories, processing data using the DSA classification system and sending results back to the HA.

5.1 Specific responsibilities:

- Clearly specify sample schedules and the sample requirements for each sample run;
- Maintain records of all communication between _____ and DSA, temperature control from point of pick-up to point of delivery to the designated laboratory as well as maintaining databases in support of the NDMP;
- Cover costs of analyses of samples received from _____ that comply with protocol (See Annexure A);
- Ensure the use of independent laboratories that are either accredited by SANAS or authorised by the Department of Health;
- Verify the use of prescribed analytical and reporting procedures;
- Provide or make available to _____ all applicable information regarding programme activities;
- Quarterly compile reports and make such reports available to _____ as well as the Department of Health in order for the department to make informed decisions regarding focus points so as to improve the quality and safety of dairy products sold to the consumer;
- Classify results according to the DSA classification system;
- Facilitate follow-up sampling in collaboration with _____ if reasons for special sampling runs is substantiated;
- Confidential handling of results. Results obtained from samples taken by _____ in terms of this WRA are treated as the property of the DSA and related data will be treated by DSA as confidential;
- Provide sampling report results timeously;
- Communicate the estimated time period to _____ of receiving the results of samples analyses of each sample run.

6. Responsibilities of _____

For the purposes of sampling, _____ shall consider the relevant sections of the Regulations relating to the powers and duties of inspectors and analysts conducting inspections and analyses of foodstuffs at food premises. (Regulation No 328 of 20 April 2007, Act 54 of 1972)

6.1 Specific responsibilities:

- Sample fresh milk and/or dairy products for final consumption in terms of this WRA processed in the _____ area of jurisdiction, at point of sale, or sample any dairy product as pre-arranged by means of the sampling schedule;
- Unless otherwise agreed to by both parties, pay suppliers for all products sampled in terms of the WRA;
- Pay for travel expenses of all Environmental Health Practitioners to collect samples in their area of jurisdictions within _____;
- Ensure proper execution of prescribed sampling procedures, including adequate quality control of the collected samples;
- Follow correct sampling procedures as applicable and referred to in the aforementioned Regulation 328 of 20 April 2007 as well as the DSA Sampling Guideline (Annexure A);
- Completion of **the processing form as provided by the DSA**;
- Correctly label samples in correlation with DSA Sampling Guideline (Annexure A)
- Ensure and maintain records of temperature control from point of purchase to point of pick-up by DSA;
- Communicate relevant results back to sampled processors and producers.
- Ensure proper enforcement of minimum standards or implementation of corrective action where analysis indicates non-conformance.

7. Administrative arrangements

The parties shall meet as required, but at least once a year, to:

- Ensure the update of information of names and addresses of all role-players in the dairy sector including milk producers, processors, distributors of dairy products and retail bulk milk stores in their area of jurisdiction (informal and formal sector);
- Discuss the NDMP and review procedural issues of mutual concern, including proposed amendments to the NDMP;
- Enhance communication of NDMP;
- Create and revise annexure to this WRA covering specific NDMP programme delivery and operational issues of mutual concern;
- Establish sub-committees and/or working groups as required, to deal with specific issues and develop appropriate procedures for dealing with them;

- Receive presentations by relevant parties and other stakeholders on matters that impact on all parties and provide appropriate interdepartmental / agency response.

8. Confidentiality Agreement

Results of tests conducted by DSA on samples taken by Health Authorities must always be treated with due regard to its confidential nature and may not be used, disseminated or copied, except for the purpose of performing functions and duties under the Foodstuffs, Cosmetics and Disinfectant Act, 1972 (Act 54 of 1972).

Whilst it is the duty of the Health Authority (_____) to inform a processor of the results obtained by its samples, the un-authorised distribution of results to processors or any party that do not have any legitimate interest in all the information or results will lead to a breach of this Confidentiality Agreement and legal action against the EHP in person will be considered for the recovery of the damages DSA may have suffered.

9. Implementation and termination

a) This WRA will come into effect immediately after both parties agree to conditions.
b) The operation of the Working Relations Agreement (WRA) shall be reviewed periodically (three years) by the parties and may be amended at any time by mutual consent of the parties or terminated by any party upon (90) days advance written notice to the other party.
c) Any concerns should be raised at the regular review meetings, or by contacting the responsible representative of the party. If necessary, any dispute between the parties that cannot be settled by the representatives shall be referred to the highest executive level of both parties for mediation.

10. DOMICILIA AND NOTICES

10.1 The parties choose as their *domicilia citandi et executandi* the addresses mentioned in clause 10.2 and 10.3 below, but such *domicilium* of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

10.2 _____

_____

_____

_____

10.3 The DSA
Central Park, Building 6, Ground Floor, Centurion
13 Esdoring Nook, Highveld Techno Park
Centurion
0157

10.4 Any notice, demand of other communication properly addressed by either party to the other party at the latter's *domicilium* in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the fifth (5^{th}) business day following the date of posting thereof. This provision shall not be construed as precluding the utilization of other means and methods for the transmission or delivery of notices, demands and other communications, but no presumption of delivery shall arise if any such other means or methods are used.

11. WHOLE AGREEMENT

a) This is the entire Working Relations Agreement between the parties.

b) Neither party relies in entering into this agreement upon any warranties, representations, disclosures or expressions of opinion which have not be incorporated into this agreement as warranties or undertakings.

c) No variation or consensual cancellation of this WRA shall be of any force or effect unless reduced to writing and signed by both parties.

12. WARRANT OF AUTHORITY

The person signing this working relations agreement on behalf of the parties expressly warrants his authority to do so.

SIGNED at _____ on this _____

in the presence of the undersigned witnesses.

Witnesses:

1. _____

2. _____ _____

(Signature of witnesses) *(Signature of _____ representative)*

SIGNED at Pretoria on 20 September 2023 in the presence of the undersigned witnesses

Witnesses:

1. _____

2. _____ _____

(Signature of witnesses) *(Signature of DSA representative)*

Annexure A

DSA SAMPLING GUIDELINE

1. Legislation

Regulation No 328 of 20 April 2007, **Regulations relating to the powers and duties of inspectors and analysts conducting inspections and analyses of foodstuffs at food premises,** in terms of Act 54 of 1972 prescribes amongst other, the procedure that an Environmental Health Practitioner (Inspector) must follow when taking, in this case, a milk sample.

The International Standard: ISO 707:1997 Milk and Milk products, Guidance on sampling as quoted in the above regulation shall, where applicable, be followed during the sampling process.

Herewith guidelines in terms of the above as applicable on retail bulk milk sampling:

1.1 Sampling equipment:

- Must be made of suitable material and adequate strength;
- Should not bring about change in the sample;
- Shall be clean dry and stored under sterile conditions prior to use.

1.2 Equipment for manual and mechanical agitation:

- Shall have a surface sufficient to produce adequate disturbance of milk;
- Shall be designed to avoid damage of container inner surfaces during mixing.

1.3 Sterile sample containers:

- Single-serve sterile plastic containers with appropriate closure may be used;
- Containers must not be closed with cork stoppers/seals even if provided with liners;
- 100ml sterile sample bottles shall be provided by the DSA to be used for sampling of bulk milk;
- Sterile sample bags will also be made available for sampling of bulk cheese for sale to the consumer. (These containers can be used for sampling deli cheese etc.).

1.4 Sampling Technique:

- Sampling to be done in such a way as to obtain representative samples of the product;
- Microbiological samples shall be taken first using aseptic techniques with sterilized equipment in combined sampling activities;
- Sample size to be determined to ensure adequacy.

1.5 Sampling from vessels

a. Small vessels - mixing of milk by means of transfer, stirring or plunging;
b. Milk tanks or vats - mechanical agitation for at least 5 minutes (1-2 minutes for time programmed agitators);

c. Large vessels - If samples taken within 30 minutes after filling container, mix the milk for at least 5 minutes by plunging or stirring with an agitator. Extended mixing of at least 15 minutes shall take place if milk is stored in a tank for longer time periods.

1.6 Preservation of samples

No preservative shall be added to samples for microbiological examination.

2. Sampling requirements

When preparing for milk sampling the Environmental Health Practitioner should have in his/her possession the following:

2.1 Authorisation as an inspector under the Foodstuffs, Cosmetics and Disinfectants Act (54/1972)

2.2 Marking pen and processing forms

2.3 Sterilised containers as provided by the DSA

2.4 Suitable sterile agitators and dippers (if required)

2.5 Cooler box and cooling agent (ice or ice packs)

2.6 Thermometer (record sample temperature at time of sampling and delivery)

2.7 Sterilising agent (sampling equipment in contact with sampled product to be sterile)

2.8 Financial provision for the purchase of milk samples if required

3. DSA sampling procedure

3.1 Sample the milk at the point of sale, i.e., the place where the consumer buys the milk, on the store shelf, or where it is delivered to him/her, or at the milk tank, etc.

3.2 Sample packed milk as is; **do not open intact containers, divided or decant into sample bottles. Only bulk tank samples must be sampled in 100ml sampling bottles.**

3.3 The DSA process all information received from the EHP **regarding brand names** that are being distributed in the respective areas and share it with all the other authorities to ensure that every brand name is sampled at least once per province.

3.4 The EHP must sample all milk (pasteurised and raw milk) offered for sale to the consumer, irrespective of the packaging or method of sale. Note: **This project focus only on the monitoring of milk and other dairy products, (raw and pasteurised) offered as final product to the consumer. Raw milk samples from the farm sold to processors for further processing WILL NOT BE TESTED in this program**. The sampling of raw milk for further processing in terms of this project is subject to approval by the DSA and special arrangement.

3.5 All sampling of **bulk** milk must be done in the sterile 100ml sampling bottles as supplied by DSA. It is recommended that the EHP sample the bulk milk at the

respective outlets should a supplier of bulk milk delivers to more than one milk shop. The purpose of this exercise is to obtain representative sample results per point of sale.

3.6 **Labelling of samples.** All milk samples to be labelled according to the following procedures:

3.6.1.1 Paste the labels on all the samples that taken for submission.
3.6.1.2 Write the municipality code that is given to you by DSA on the sampling report. The code is unique to your local authority and the samples you take.
3.6.1.3 All samples are to be clearly marked, irrespective of the brand.
3.6.1.4 The coding of samples is as follow: Example:

M312/16/01
M312 = Local authority code as provided by DSA
16 = Sampling cycle as indicated on sampling schedule
01 = Number of samples

3.7.1.5 Do not paste the label over any existing label on the container.

3.8 If there is no label that list the address details of the supplier of the milk sampled, please write the address details on the sampling report.

3.9 Please make sure that the sampling report is completed correctly with all relevant details as no samples will be received by the DSA without the necessary documentation. If there are any queries, please contact Tania Blignaut or Chané Pretorius at the DSA. All information requested on the DSA processing form must be completed as to assist in the maintenance of a comprehensive data basis.

3.10 Ensure that the Best Before Date / Expiry Date on the packaging (if present) is at least two days later than the day on which the samples are collected.

3.11 Always maintain the samples at a temperature lower than 5ºC during sampling and storage. Samples for bacteriological analysis must never be frozen.

3.12 The sampling report must be signed off by the EHP to confirm that all samples have been handled correctly from point of sampling to point of pick-up.

3.13 Provision of sampling containers by the DSA: 10 Sterile sampling bottles for retail bulk milk samples will be provided to each participating EHP per HA by DSA. As sampling bottles is handed in new sampling bottles will be issued. Record will be kept of all sampling bottles issued and the bottles remain the property of the DSA.