



COMESA-EAC-SADC TRIPARTITE VEHICLE LOAD MANAGEMENT AGREEMENT

Revision 4.0

Reviewed for accuracy and incorporating EAC comments

CONTENTS

PREAMBLE2

ARTICLE 1. DEFINITIONS.....19

ARTICLE 2. POLICY REFORM21

ARTICLE 3. HARMONISATION22

ARTICLE 4. REGIONAL NETWORK OF WEIGHING STATIONS23

ARTICLE 5. REGIONAL PERFORMANCE AUDITS24

ARTICLE 6. WEIGHBRIDGE CERTIFICATION, VERIFICATION AND MAINTENANCE24

ARTICLE 7. TRIPARTITE VEHICLE LOAD MANAGEMENT WORKING GROUP24

ARTICLE 8. OPERATIONS MANUAL26

ARTICLE 9. PERFORMANCE BASED SYSTEM26

ARTICLE 10. LIABILITY FOR OVERLOAD VIOLATIONS.....26

ARTICLE 11. RECIPROCAL RECOGNITION26

ARTICLE 12. TOLERANCE.....27

ARTICLE 13. TRAINING27

ARTICLE 14. TRANSITIONAL PROVISIONS.....27

ARTICLE 15. EXCHANGE OF INFORMATION AND PUBLIC AWARENESS28

ARTICLE 16. AMENDMENT TO DOMESTIC LEGISLATION.....28

ARTICLE 17. IMPLEMENTATION FRAMEWORK28

ARTICLE 18. FILING OF DEVIATIONS.....28

ARTICLE 19. DISPUTE RESOLUTION.....28

ARTICLE 20. SIGNATURE, RATIFICATION AND ACCESSION29

ARTICLE 21. ENTRY INTO FORCE29

ARTICLE 22. ORIGINAL29

SCHEDULE A: REGIONAL TRUNK ROAD NETWORK38

SCHEDULE B: PERMISSIBLE MASS/WEIGHT39

PREAMBLE

ENTERED INTO BETWEEN the sovereign States of -

Republic of Angola	Republic of Mozambique
Republic of Botswana	Republic of Namibia
Republic of Burundi	Republic of Rwanda
Democratic Republic of the Congo	Republic of South Africa
Republic of Djibouti	Republic of South Sudan
State of Eritrea	Republic of The Sudan
Kingdom of Eswatini	The United Republic of Tanzania
Federal Democratic Republic of Ethiopia	Republic of Uganda
Republic of Kenya	Republic of Zambia
Kingdom of Lesotho	Republic of Zimbabwe
Republic of Malawi	

Being Members of the Common Market for East and Southern Africa (COMESA), Partner States of the East African Community (EAC) and Member States of the Southern African Development Community (SADC) (hereafter referred to jointly as “the Parties” and, in the singular, as “a Party”) –

WHEREAS the Member States of the Organization for African Unity (OAU), the precursor to the African Union (AU), entered into a Treaty in Abuja, Nigeria in June 1991 to establish an African Economic Community (AEC) with the objectives to –

- (a) promote economic, social and cultural development and the integration of African economies to increase economic self-reliance; and promote an endogenous and self-sustained development;
- (b) establish, on a continental scale, a framework for the development, mobilisation and utilisation of the human and material resources of Africa to achieve a self-reliant development;
- (c) promote co-operation in all fields of human endeavour to raise the standard of living of African peoples, and maintain and enhance economic stability, foster close and peaceful relations among Member States and contribute to the progress, development and the economic integration of the Continent; and
- (d) coordinate and harmonise policies among existing and future economic communities in order to foster the gradual establishment of the Community;

AND WHEREAS the Member States of the Common Market for Eastern and Southern Africa (COMESA) established the Common Market among themselves in 1994, to replace the Preferential Trade Area which had existed since 1981 and entered into a Treaty to that effect;

AND WHEREAS the Partner States of the East African Community (EAC) signed a Treaty for the establishment thereof on 30th November 1999;

AND WHEREAS the Member States of the Southern African Development Community (SADC), on 17 August 1992, signed the Treaty for the establishment of the organisation;

AND WHEREAS the COMESA, the EAC and the SADC, are among the pillars of the AEC and the AU and were established in conformity with the ultimate objective of the Treaty establishing the AEC;

AND WHEREAS the Parties entered, into the Memorandum of Understanding on Inter Regional Cooperation and Integration Amongst COMESA the EAC and SADC in 2005;

AND PURSUANT to the Ministers at the meeting held at Swakopmund on 15 May 2009 noting the resolutions reached by consensus of the Experts at the final plenary session of the Workshop held on 9 and 10 July 2008 in Nairobi, Kenya;

AND WHEREAS the EAC Vehicle Load Control Act, 2016 commenced on 1st October 2016;

AND WHEREAS the Parties to this VLMA wish to strengthen their co-operation and to endorse the objective of a continental economic zone by 2028, with specific reference to the control of vehicle loads, harmonisation of enforcement and institutional arrangements for regional co-operation in vehicle load management,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. DEFINITIONS

“abnormal load” means a load which by its nature is indivisible and the dimensions of which exceed the permissible dimensions of the vehicle on which is to be loaded;

“acceptable means of electronic payment” in relation to overload fees means any of the following possible payment methods:

- (a) credit Card issued by an international credit card company such as Visa and Master Card;
- (b) mobile Money service offered by a licensed cellular telephone service provider such as Mpesa;
- (c) wire transfer to the designated bank account for payment of overload fees, or
- (d) cash deposit at the bank directly into the designated bank account for payment of overload fees;

“additional road pavement consumption” means the usage of a road pavement as a result of overloading of an axle, axle unit or a vehicle or a combination of vehicles, over and above the usage for which that road pavement has been designed;

“apprehension factor” means the desired level of apprehension expressed as a percentage, divided by the prevailing level of apprehension, also expressed as a percentage;

“Commission” means the Tripartite Cross-Border Road Transport Commission established in terms article 4(1) of the Tripartite Multilateral Cross Border Road Transport Agreement;

“consignee” in relation to goods transported or to be transported by a vehicle means the person who is

named or otherwise identified as the intended consignee of more than 500 000 kilograms of goods in a month in the goods declaration for the consignment and who receives such goods after they have been transported by road;

“consignor” means the person or body of persons who is named or otherwise identified as the consignor of goods in the goods declaration relating to the transportation of more than 500 000 kilograms of goods in a month by road or engages an operator of a vehicle, either directly or indirectly or through an agent or other intermediary, to transport the goods by road or has possession of, or control over, the goods immediately before the goods are transported by road or loads a vehicle with the goods, for transport by road, at a place where goods are stored in bulk or temporarily held but excludes a driver of the vehicle, or any person responsible for the normal operation of the vehicle during loading;

“decriminalisation” means the conversion of the offence of overloading a vehicle from a criminal offence to an administrative offence which must be adjudicated in terms of the principles of administrative law;

“due process” means an administrative process that complies with the rules of just administration;

“ESA” means equivalent standard axle [The traffic load spectrum (i.e. traffic demand for pavement design purposes) is expressed in Equivalent Standard Axle repetitions (ESAs or E_{80S})];

“level of apprehension” means a certain overload detection level at which fees are generated to cover the cost of additional road pavement consumption due to overloading;

“operator” means the person responsible for the use of a goods vehicle, who is registered as such in terms of the Tripartite Multilateral Cross-Border Road Transport Agreement and the domestic laws of a Party;

“maximum permissible mass” in relation to an axle and an axle unit, means the least of the mass that the -

- (a) road pavement can carry in terms of this VLMA,
- (b) mass manufacturer of an axle or axle unit determines that the axle or axle unit can carry; or
- (c) tyres fitted to that axle or axle unit can carry;

“maximum permissible mass” in relation to a vehicle, means the least of the mass determined by -

- (a) the sum of the permissible maximum axle mass and axle unit mass of the vehicle;
- (b) the gross vehicle mass determined by the manufacturer of the vehicle;
- (c) the permissible drawing mass of the vehicle;
- (d) the power to mass ratio of the vehicle; and
- (e) the mass carrying capacity of bridges;

“maximum permissible mass” in relation to a combination of vehicles means the least of the mass determined by-

- (a) the sum of all the permissible maximum axle mass and axle unit mass of the combination of vehicles;
- (b) the gross combination mass of the combination of vehicles as determined by the manufacturer;
- (c) the drawing mass of the combination of vehicles;
- (d) the maximum ratio of the total mass of the combination of vehicles to the driving axle of that combination of vehicles; and
- (e) the mass carrying capacity of bridges; or
- (f) 56,000 kilograms;

“**offence factor**” means the apprehension factor multiplied by the punitive factor;

“**punitive factor**” means the numeric value by which the overload fees are multiplied to ensure that the transporters find the cost of overloading higher than the gains and to cover for the administrative costs related to overload control and the collection of the fees;

“**regional trunk road network**” means the regional trunk road network agreed on and indicated in Schedule A;

“**security bond**” means an amount payable by an operator by means of acceptable means of electronic payment to secure payment of an overload fee in the case where that operator is found to be liable to pay such fee;

“**standards organisation**” means any bureau, body, organization or authority established with the object of promoting standardisation, the publications of which a Party is authorised to apply by virtue of law or an agreement between that Party and that bureau, body, organisation or authority;

“**Tripartite Member States**” means the regional economic communities COMESA, EAC and SADC and who are parties to the Memorandum of Understanding on Inter Regional Cooperation and Integration Amongst COMESA the EAC and SADC, 2005;

“**Tripartite Multilateral Cross-Border Road Transport Agreement**” means the Agreement entered into by the Parties and which commenced on;

“**vehicle load management**” means that part of road network management that entails the prevention of additional road pavement consumption due to vehicles loading in excess of a predetermined optimal mass permitted within the Tripartite Region, through the establishment of a regional network of accredited weighing stations where weighbridges are installed, potentially overloaded vehicles are weighed and overload fees are collected from the operators of those vehicles in terms of an administrative adjudication system;

“**VLMA**” means this COMESA-EAC-SADC Tripartite Vehicle Load Management Agreement;

“**weighing device**” means a weighbridge or any other apparatus, whether installed in a fixed position or mobile, which is intended for use for determining the mass of vehicles, laden or unladen;

“**Weigh Certificate**” means a document issued by a weighing station, certifying that the vehicle to which it relates has been weighed; and

“**weighing station**” means the facility where a weighing device is installed, including the offices and the entire premises.

ARTICLE 2. POLICY REFORM

The Parties agree to-

- 2.1 decriminalise the offence of carriage of loads in excess of the maximum permissible mass and to introduce a system of administrative control of vehicle loading;
- 2.2 combat non-compliance with the maximum permissible mass limits by imposing financial sanctions, mobility restrictions, administrative sanctions and points demerit systems in response to such non-compliance;
- 2.3 vest primary responsibility for the management of vehicle loading in appropriate road authorities and to ensure that such road authorities are vested with adequate powers to undertake vehicle load

- management comprehensively and effectively;
- 2.4 recover overloading fees which are punitive in respect to the levels of overloading and cover additional road pavement consumption, enforcement and administration costs and to dedicate income obtained from overloading fees to road maintenance and rehabilitation;
 - 2.5 encourage voluntary compliance with permissible load limits and, to this end, agree to facilitate regional partnerships between the public and private sector;
 - 2.6 take all necessary steps to implement appropriate control measures to combat corrupt practices in the management of vehicle loading;
 - 2.7 encourage broad-based private sector investment, including, but not limited to public-private – partnerships in the provision and operation of weighing stations: Provided that private investment may not be undertaken by an entity that has a direct or indirect interest in the consequences of the operation of the weighing station;
 - 2.8 monitor the adequacy of vehicle load management and the regional network of weighing stations; and
 - 2.9 ensure the implementation of an asset management system in relation to weighing stations.

ARTICLE 3. HARMONISATION

- 3.1 The Parties agree that the maximum permissible mass of a wheel, axle, axle unit, vehicle or combination of vehicles contained in Schedule B is determined with the view to protect the pavement, to prevent congestion and to ensure road safety;
- 3.2 The Parties agree that no revisions of the maximum permissible mass for wheels, axles, axle units, vehicles or combinations of vehicles will be undertaken without comprehensive stakeholder consultation organised by the Commission.
- 3.3 The Parties agree to harmonise vehicle dimensions insofar as it relates to vehicle load management.
- 3.4 The Parties agree to ensure the harmonisation of legal definitions relating to vehicles and vehicle loading with the purpose of harmonised vehicle load management.
- 3.5 The Parties agree to harmonise financial sanctions, mobility restrictions, administrative sanctions, violations and points demerit systems related to non-compliance with permissible load limits.
- 3.6 The Parties agree to introduce a system for the acceptable means of electronic payment of a security bond equal to the overload fee imposed in terms of the relevant legislation in relation to an overload offence, which security bond must be refunded if the operator is found in terms of due process not to be liable for that offence in terms of due process.
- 3.7 The Parties agree to calculate the security bond or fee to be paid by an operator found to be overloaded and expressed in terms of this VLMA in United States Dollars, at the currency exchange rate determined at intervals as prescribed by the Commission: Provided that an operator that is registered in the same country where the transgression has taken place, must pay the security bond or the overload fee in the currency of that country. .
- 3.8 The Parties agree to calculate the security bond or fee to be paid by an operator found to be overloaded and expressed in terms of this VLMA in United States Dollars, at the currency exchange

rate determined at intervals as prescribed by the Cross Border road Transport Commission: Provided that an operator that is registered in the same country where the transgression has taken place, must pay the security bond or the overload fee in the currency of that country

- 3.9 The Parties agree to calculate overload fees considering the cost of additional road pavement consumption by a vehicle or combination of vehicles that exceeds the prescribed permissible mass as well as the distance over which that vehicle or combination of vehicles travelled and an apprehension level and punitive factor that includes an administrative cost recovery factor:

$$\text{Overload Fee} = [\text{Additional ESA (due to overload)}] \times [\text{Cost of ESA/km}] \times [\text{Distance Travelled}] \times [\text{Apprehension Factor}] \times [\text{Punitive Factor}]$$

ARTICLE 4. REGIONAL NETWORK OF WEIGHING STATIONS

- 4.1 The Parties agree to ensure the effectiveness of vehicle load management on a regional basis through the development of a regional network of weighing stations which is effective and sustainable in respect of both domestic and international road traffic.
- 4.2 The Parties agree that weighing stations forming part of the regional network must be strategically and equitably located on–
- 4.2.1 the regional trunk road network; and
 - 4.2.2 arterial roads not forming part of the regional trunk road network;
- 4.3 The Parties agree that the strategic location of weighing stations will include consideration of the cost of construction and operation of the weighing stations as opposed to the savings brought about by the operation of those weighing stations, meaning that the cost of overload law enforcement within their territories should not equal or exceed the savings brought about by that law enforcement.
- 4.4 The Parties agree to monitor, on a continuous basis, the effective operation of regional network weighing stations and related equipment and, where this is found to be inadequate, the Parties further agree to maximise national and regional financial and human resources, by–
- 4.4.1 promoting joint use of weighing stations and related facilities;
 - 4.4.2 promoting joint management of weighing stations and related facilities;
 - 4.4.3 exploring options for joint funding of infrastructure and equipment upgrading;
 - 4.4.4 adopt policies that allow public-private-partnerships in the management of weighing stations; and
 - 4.4.5 jointly procuring private investment and technology transfer for upgrading of existing facilities and establishment of new facilities.
- 4.5 The Parties agree to implement a vehicle load management information system and enabling equipment such as violation detection, weigh-in-motion facilities, cameras, booms and traffic signals that supports all functions in the weighing chain, from screening of vehicles to be weighed, the identification of the vehicle and the operator of the vehicle, the weighing process, to the adjudication and payment of overload fees.
- 4.6 The Parties agree to jointly implement an information management system for the regional trunk

road network weighing station systems that will-

- 4.6.1 link the vehicle load management information system for weighing stations located on the regional trunk road network in a manner that allows all weighing stations located on that network to identify a vehicle that has been weighed at the different weighing stations along its journey and view the Weigh Certificate issued at those weighing stations;
 - 4.6.2 subject to the reciprocal recognition of weighing devices, allow any incentives that are part of a performance-based scheme approved by the Tripartite or between two or more Parties;
 - 4.6.3 identify habitual offenders;
 - 4.6.4 identify the operator or owner and the driver of a vehicle; and
 - 4.6.5 identify an operator or a vehicle on which mobility restrictions have been imposed to enable a Party to prohibit that vehicle from entering the territory of that Party.
- 4.7 The Parties agree to allow any person or group of persons to establish a weighing station of which the weighing equipment must be verified and audited by the Parties, to determine compliance with the relevant legislation.

ARTICLE 5. REGIONAL PERFORMANCE AUDITS

- 5.1 The Parties agree to conduct regional performance audits on the effectiveness of the regional network of weighing stations once every five years.
- 5.2 To this end, the Parties undertake to develop regional performance targets and set expected regional performance levels.

ARTICLE 6. WEIGHING DEVICE CERTIFICATION, VERIFICATION AND MAINTENANCE

- 6.1 The Parties agree to ensure that every weighing device is issued with a certificate of conformity with a standard which determines design and installation requirements for weighing devices to be used by regulatory authorities.
- 6.2 The Parties agree to ensure that the verification of weighing devices is undertaken annually, in accordance with an agreed standard for weighing devices used by regulatory authorities which sets the standards for the measuring of the accuracy of the weighing device against calibrated weights.
- 6.3 The Parties agree to develop or adopt operational standards that must apply to the weighing devices located on the regional trunk road network.
- 6.4 The Parties agree to maintain equipment at weighing stations continuously.
- 6.5 The Parties agree that non-compliance with the provisions of this article empowers any other Party not to recognise a weigh certificate of another Party.

ARTICLE 7. TRIPARTITE VEHICLE LOAD MANAGEMENT WORKING GROUP

- 7.1 The Parties agree to establish a Tripartite Vehicle Load Management Working Group comprising public and private sector representatives to oversee implementation of the regional strategy on

vehicle load management and to promote the regional effectiveness of vehicle load management by -

- 7.1.1 identifying opportunities to integrate national vehicle load management systems;
 - 7.1.2 identifying the optimal regional allocation of permanent weighing stations;
 - 7.1.3 identifying the optimal utilization of mobile weighing devices in support of the regional weighing station network;
 - 7.1.4 harmonising the development of a regional vehicle load management information system which accommodates operator -based risk analysis;
 - 7.1.5 harmonising design and implementation of a regional demerit points system for transgressors and harmonised penalties that are commensurate to the additional road pavement consumption caused by overloading;
 - 7.1.6 monitoring the effectiveness of vehicle load management on a regional basis;
 - 7.1.7 monitoring the incidences and levels of corruption relating to vehicle load management;
 - 7.1.8 reviewing impact assessments and advising the Parties on actions to be taken in support of a regional system of vehicle load management;
 - 7.1.9 harmonising regional training programmes for their relevant road authority's personnel, the traffic police and other persons involved in national vehicle load management systems;
 - 7.1.10 disseminating information on the objectives, design, functions and procedures of a regional vehicle load management system; and
 - 7.1.11 performing any other function given to it in terms of this VLMA or by the Tripartite.
- 7.2 The Parties agree that the Tripartite Vehicle Load Management Working Group will be representative of national consultative and co-ordination structures concerned with vehicle load management in the territories of the Parties.
- 7.3 The Parties agree that the Tripartite Vehicle Load Management Working Group will liaise regularly with other institutional structures within the Tripartite region.
- 7.4 The Parties agree that the Commission will facilitate the establishment of the Tripartite Vehicle Load Management Working Group and chair the first meeting of the Working Group at which the Working Group must elect its own chairperson and deputy chairperson.
- 7.5 The Parties agree that the Tripartite Vehicle Load Management Working Group will meet as often as required in terms of the rules and procedures referred to in article 7.6
- 7.6 The Parties agree that the Tripartite Vehicle Load Management Working Group must annually submit a report on its activities to the Commission, who must analyse that report and submit the findings of the analysis to the Commission with recommendations as to the making of policy decisions required to address the findings.
- 7.7 The Parties agree that the Tripartite Vehicle Load Management Working Group must determine its own rules and procedures and keep a record of its proceedings.
- 7.8 The Parties agree that the Tripartite Vehicle Load Management Working Group shall be funded by equal contributions by each Party, based on a work plan supported by a budget for each financial year following that work plan and budget approved by the Commission
- 7.9 The contributions paid in terms of sub article 7.8, must be paid into a dedicated fund established

by the Commission to fund the operations of the Tripartite Vehicle Load Management Working Group and managed by the Commission.

ARTICLE 8. OPERATIONS MANUAL

The Parties agree that all Weighing Station operations will be carried out in a proper, consistent and standardized manner in accordance with a regional Weighing Station Operations and Procedures Manual to be developed by the Tripartite Vehicle Load Management Working Group and agreed on by the Parties.

ARTICLE 9. PERFORMANCE BASED SYSTEM

- 9.1 The Parties agree that as a long-term goal they will strive to implement voluntary self-regulation schemes that encourage consignees, consignors and transport operators engaged in the road logistics value chain to implement a vehicle management system that preserves road infrastructure, improves road safety and increases the productivity of the logistics value chain.
- 9.2 The performance-based system (self-regulation) will result in the establishment of a Preferred Operator List which may entail exemptions from certain provisions of the relevant vehicle load legislation on condition that the operator complies with the conditions of the performance-based system adopted.

ARTICLE 10. LIABILITY FOR OVERLOAD VIOLATION

- 10.1 The Parties agree to amend their domestic legislation prior to the implementation of the information management system contemplated in article 4.5, to provide, if it is not already so provided, that the operator will be the prime transgressor liable for an overload violation.
- 10.2 The Parties agree to after a date determined by the Commission implement a system where all persons or entities in the loading chain may be held liable for the overloading of a vehicle, inclusive of the consignor, the consignee and the operator/owner..

ARTICLE 11. RECIPROCAL RECOGNITION

- 11.1 Subject to ARTICLE 6, the Parties undertake to recognise each other's weighbridge certificates and related documentation issued by an accredited weighing station provided that this takes place on a reciprocal basis and subject to the freedom of a Party to withhold recognition where similar standards are not maintained by the other relevant Party or Parties.
- 11.2 The Parties agree that, notwithstanding the provisions of article 11.1, the operators of a Party will be bound by the permissible mass limits agreed to in terms of this VLMA the authorised inspection authorities of the other Parties may inspect and weigh the vehicle or combination of vehicles of such operator at any time.
- 11.3 Where a Party has been informed by another Party that it reasonably suspects that an accredited weighing station in the territory of that Party is not complying with the required standards, that Party must alert the Vehicle Load Management Working Group of the suspicion and of any intention to withhold recognition of weighing certificates issued by such weighing station.
- 11.4 On receipt of a notice in terms of article 11.3, the Tripartite Vehicle Load Management Group must

cause the matter to be investigated with the view to taking appropriate action.

ARTICLE 12. TOLERANCE

The Parties agree that in the adjudication of overload violations a tolerance of 5 % above the permissible mass on a single axle or group of axles shall be allowed and a tolerance of 2% above the permissible mass on gross vehicle mass/weight or vehicle combination mass shall be allowed.

ARTICLE 13. TRAINING

13.1 The Parties must promote, through appropriate training, a high standard of professionalism amongst authorised officers, operators, drivers, consignors and consignees in support of voluntary compliance and the promotion of a common understanding of the vehicle load management system and its enforcement in the region through the ongoing exchange of information.

13.2 To this end, the Parties agree to -

- 13.2.1 encourage programmes aimed at promoting a common understanding of -
 - 13.2.1.1 the regulation and enforcement of vehicle loading;
 - 13.2.1.2 the way types of goods may be loaded and carried on a vehicle including driving practices; and
 - 13.2.1.3 weighing practices and procedures;
- 13.2.2 share existing training facilities and investigate the feasibility of establishing regional training centres;
- 13.2.3 harmonise training programmes bearing in mind the need to ensure adequate levels of expertise and professionalism;
- 13.2.4 co-ordinate human resource development policies and programmes by developing a regional plan for the transfer of knowledge, skills and technology;
- 13.2.5 provide for the mutual recognition of qualifications; and
- 13.2.6 encourage practical on-the-job joint training.

ARTICLE 14. TRANSITIONAL PROVISIONS

Subject to article 17-

14.1 The Parties acknowledge that, during the phasing-in of the minimum contents of the legislation for vehicle load management, axle and vehicle load limits may differ within the region.

14.2 To ensure the equitable recovery of the additional road pavement consumption caused by the difference in axle and vehicle load limits, the Parties agree that where the legal axle and vehicle load limits are lower than in the territory of another Party, the party where the vehicle and axle load limits are lower, may require vehicles that originate from the territory of the Party where the legal axle and vehicle load limits are higher, to pay an extra fee based on the formula agreed on by the Parties in terms of article 3.8, excluding the punitive factor and the level of apprehension factor.

ARTICLE 15. EXCHANGE OF INFORMATION AND PUBLIC AWARENESS

The Parties agree to promote a common understanding of the vehicle load management system and its implementation in the region through the ongoing exchange of information and the conducting of public awareness campaigns to develop an appreciation of the impact which vehicle overloading causes additional to normal road pavement consumption, and on the need to preserve road infrastructure.

ARTICLE 16. AMENDMENT TO DOMESTIC LEGISLATION

- 16.1 The Parties agree to adhere to the fundamental and operational principles that govern the achievement of the objectives mentioned in this VLMA and to the principles of international law governing relationships between sovereign states.
- 16.2 The Parties agree to amend their domestic legislation to reflect this VLMA, in accordance with the Vehicle Load Management Model Law or where applicable, Decree, adapted to suit the Parties' domestic institutional structures.

ARTICLE 17. IMPLEMENTATION FRAMEWORK

- 17.1 The Parties undertake to establish and maintain a central data base of legislation in the Tripartite region for filing of relevant subsequent amendments and additions made to their regulatory framework referred to in article 16.2, and to submit the amendments and additions to the data base for filing.
- 17.2 Each Party must, within two years from the date of entry into force of this VLMA take the necessary steps as agreed to in article 16 with respect to the amendments of or additions to domestic legislation.
- 17.3 Each Party must within one year from the entry into force of this VLMA, submit a report to the Commission on the status of the implementation of this VLMA, and thereafter on the anniversary date of the submission of the first report.

ARTICLE 18. FILING OF DEVIATIONS

- 18.1 A Party may file deviations from the Implementation Framework in article 17 or from an Article of this VLMA.
- 18.2 The filing of a deviation must be in the form of a written notice to the Commission and consist of at least –
- 18.2.1 the detail of the specific deviation; and
 - 18.2.2 the envisaged effect on the Implementation Framework contemplated in article 17.
- 18.3 The Commission must transmit certified copies of any deviation filed in accordance with this article to all of the Parties.

ARTICLE 19. DISPUTE RESOLUTION

- 19.1 The Parties must resolve any dispute that may arise in the interpretation, application and implementation of this VLMA and any supplementary agreements between the Parties amicably and in the spirit of co-operation.

- 19.2 The Parties hereby acknowledge that in resolving such disputes they shall primarily be guided by the need to give effect to the paramount objectives of this VLMA.
- 19.3 Any dispute between the Parties in terms of this VLMA that remains unresolved in terms of this article for a period of more than 180 days may be referred by any Party to an arbitration tribunal appointed in terms of article 19.4 for arbitration.
- 19.4 An arbitration tribunal shall consist of three members of whom two shall be appointed by each Party to the dispute and the two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the tribunal.
- 19.5 The arbitration tribunal must decide on the arbitration procedures to be followed by it.
- 19.6 For the purpose of this Article, "Parties" shall include an individual country, a regional economic community contemplated in this VLMA, any interested operator or group of operators or other person or group of persons involved in the carriage of goods along the regional corridors within the COMESA – EAC- SADC region.

ARTICLE 20. SIGNATURE, RATIFICATION AND ACCESSION

- 20.1 This VLMA will be open for signature by any other African State.
- 20.2 The Parties agree, after the signature of this VLMA, to-
- 20.2.1 ratify the VLMA in accordance with their constitutional procedures; and
- 20.2.2 deposit an instrument of ratification or accession with the --
- COMESA Secretary-General; or
 - EAC Secretary -General,
 - SADC Executive Secretary;
- as applicable.
- 20.3 The SADC Executive Secretary, the COMESA Secretary - General or the EAC Secretary-General shall register this VLMA with the Commission of the African Union and with the Secretariat of the United Nations.
- 20.4 The COMESA Secretary- General, the EAC Secretary -general and the SADC Executive secretary, respectively shall transmit certified copies of an instrument of ratification or accession to all Parties.

ARTICLE 21. ENTRY INTO FORCE

This VLMA enters into force between the Parties on the date of signature by the duly authorised representatives of the Parties, but its commencement is not dependent on the signature of all the Parties.

ARTICLE 22. ORIGINAL

- 22.1 An original version of this VLMA will be created in English, French, Portuguese and Arabic and will serve as the original of this VLMA.
- 22.2 The Commission may at any time substitute Schedule A in accordance with the expansion of the regional trunk road network.

ARTICLE 23. WITHDRAWAL

- 23.1 A Party may withdraw from this VLMA by giving not less than 12 months' written notice to the Commission.
- 23.2 On receipt of such a notice the Commission must immediately transmit it to all of the Parties.
- 23.3 On withdrawal the withdrawing Party must settle all its outstanding financial obligations accrued under this VLMA.

ARTICLE 24.

- 23.1 This VLMA may be terminated by a decision of at least two-thirds of the Parties who have signed and ratified it.
- 23.2 On termination each Party must settle all its outstanding financial obligations accrued under this VLMA.

IN WITNESS WHEREOF, the Parties, each acting through its duly authorised representative have signed this VLMA.

Signed at on this day of

Witness

Duly authorised representative of the Republic of Angola

Witness

Signed at on this day of

Witness

Duly authorised representative of the Republic of Botswana

Witness

Signed at on this day of

Witness

Duly authorised representative of the Republic of Burundi

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Democratic Republic of the Congo

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Republic of Djibouti

Witness

Signed at on this day of

Witness

Duly authorised representative of the State of
Eritrea

Witness

Signed at on this day of

Witness

Duly authorised representative of the Kingdom of Eswatini

Witness

Signed at on this day of

Witness

Duly authorised representative of the Federal Democratic Republic of Ethiopia

Witness

Signed at on this day of

Witness

Duly authorised representative of the Republic of Kenya

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Kingdom of Lesotho

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Republic of Malawi

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Republic of Mozambique

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Republic of Namibia

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Republic of Rwanda

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Republic of South Africa

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Republic of South Sudan

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Republic of Sudan

Witness

Signed at on this day of

Witness

Duly authorised representative of the United
Republic of Tanzania

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Republic of Uganda

Witness

Signed at on this day of

Witness

Duly authorised representative of the
Republic of Zambia

Witness

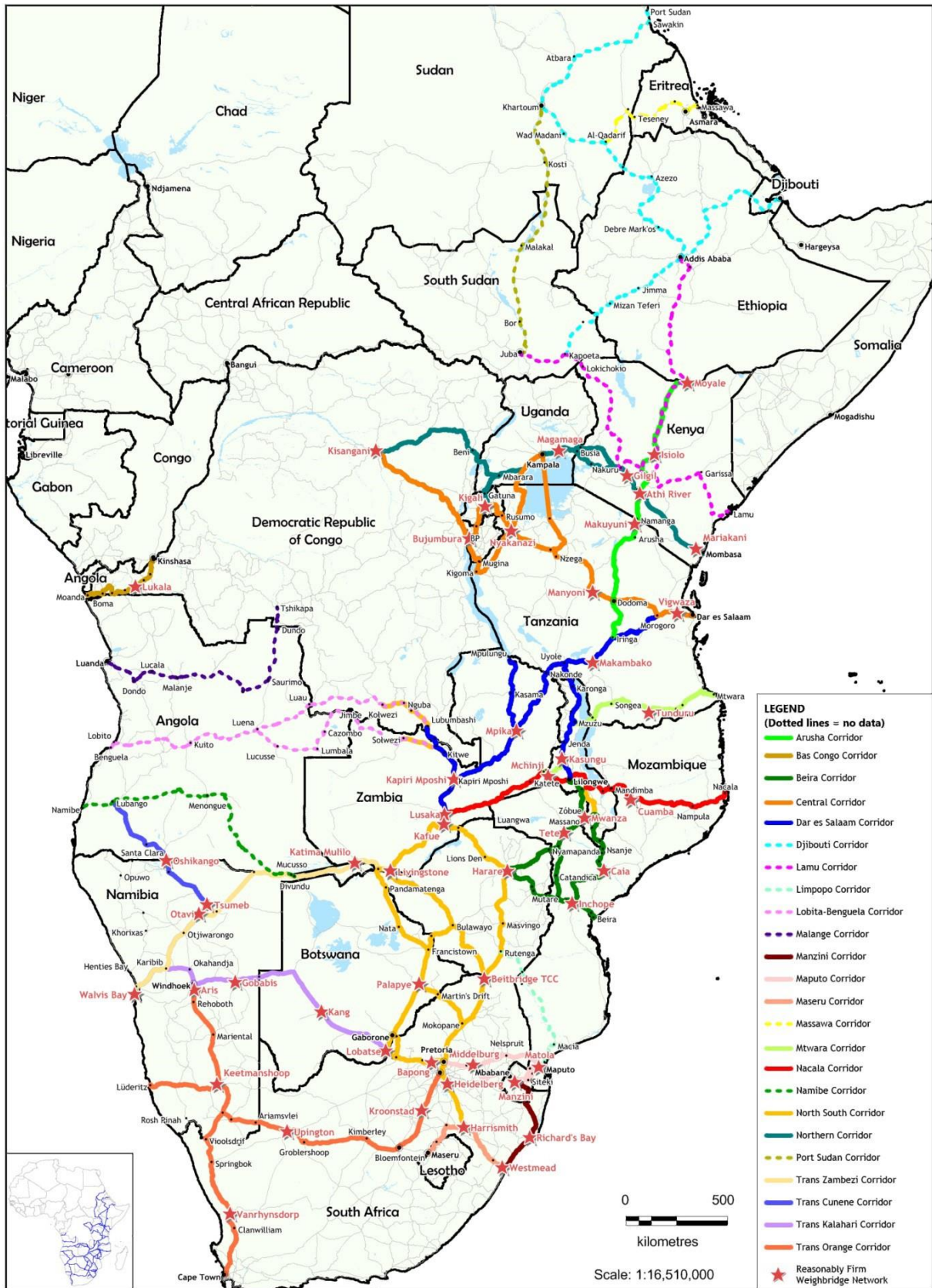
Signed at on this day of

Witness

Duly authorised representative of the
Republic of Zimbabwe

Witness

SCHEDULE A: REGIONAL TRUNK ROAD NETWORK



SCHEDULE B: PERMISSIBLE MASS/WEIGHT

1. Carrying Capacity of the Road Pavement

Steering Axle	Single Axle	Single Tyres	8,000 kg
Non-Steering Axle	Single Axle	Single Tyres	8,000 kg
		Dual Tyres	10,000 kg
	Tandem Axle Unit	Single Tyres	16,000 kg
		Dual Tyres	18,000 kg
	Tridem Axle Unit	Single Tyres	24,000 kg
		Dual Tyres	24,000 kg

2. Carrying Capacity of Bridges

Bridge Formula as follows: $P = 2\,100 \times L + 18,000$ where P = Permissible mass (kg) and L = distance (m) between the centres of the outer axles of any group of consecutive axles.

3. Overall permissible mass/weight limit

56 tonnes

4. Limitations regarding safety

Where a Party implements mass/weight limitations to prevent congestion or to promote road safety, a specific axle/axle unit /vehicle or combination of vehicles limits may be lower than those indicated in the table above.