



Dated this 30th day of July 2025

THE HIGHER EDUCATION AUTHORITY

AND

THE ENGINEERING INSTITUTION OF ZAMBIA

ACCREDITATION MOU

JULY, 2025

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called the "**MoU**" or the "**Agreement**") is made this__30th__day of __July__Two Thousand and Twenty Five between **THE HIGHER EDUCATION AUTHORITY** (hereinafter called "the **HEA**") on one part and **ENGINEERING INSTITUTION OF ZAMBIA** (hereinafter called "**EIZ**") on the other part (and collectively hereinafter referred to as "the **Parties**")

1. Purpose of Memorandum

The parties believe that in order to advance the objectives of the higher education Act (Act No No4 of 2013) and Amendment Act No. 23 of 2021 and more specifically, to bring order and certainty in the quality assurance functions regarding higher education programmes that form part of the requirements for designations in the engineering profession, it is essential to establish an agreed framework for cooperation and collaboration, and to this end have concluded this memorandum.

I. The purpose of this memorandum is-

- I. To promote a coherent and effective quality assurance system for higher education institutions engineering programmes at NFQ Levels Seven to eight that form part of the requirements for designations in the engineering profession; and
- II. For this purpose, the parties will take steps to ensure that there is a common understanding, consistency and transparency in the following areas-
 1. Accreditation of engineering programmes, as well as monitoring and evaluation of engineering education and training providers and programmes; and
 2. Reimbursement for programmes accreditation.

II. The parties further undertake to takes steps-

- I. To align the period of validity of accreditation status, where possible;
- II. To take into account each parties requirements for the evaluation of engineering programmes;
- III. To include representatives of each party, where desirable, on the panels appointed to evaluate engineering programmes by the other party (specifically for EIZ evaluators to be involved in evaluation of the HEA accreditation process; and for HEA evaluators to observe EIZ accreditation process)

- IV. To set time frames for evaluation of engineering programmes and finalisation of evaluation reports taking into account the needs of each party, where applicable;
- V. To schedule and arrange site visits taking into account the needs for each party, where applicable.

III. The parties further agree that'-

- I. The development of Policies and Criterion for higher education qualifications for engineering programmes shall be the responsibility of the EIZ using delegated authority by HEA as the Quality custodian for higher education as contemplated by the HEA Act No 4 of 2013 and Amendment Act No. 3 of 2021. In functions B,G and I;
- II. EIZ will cooperate with HEA in the development of qualification standards for engineering higher education qualifications that form part of the requirements for designation in the engineering profession;

2. WHEREAS:-

- (a) The Higher Education Authority ("the **HEA**") is a body corporate established under provisions of the Higher Education Act, No. 4 of 2013 of the Laws of Zambia (the "**Higher Education Act**") to *inter alia*, regulate higher education institutions in Zambia.

3. WHEREAS:-

- (b) The Engineering Institution of Zambia (the "**EIZ**") is a body corporate re-established under section 3(1) of the Engineering Institution of Zambia Act No. 17 of 2010 of the laws of Zambia (the "**EIZ Act**") for the purpose of *inter alia* promoting and regulating the engineering profession, to provide for the registration of engineering organisations and regulate their professional conduct.

4. WHEREAS:-

- (c) The HEA is the sole Regulator of higher education in Zambia
- (d) In enforcing the provisions of the Higher Education Act No. 4 of 2013, the HEA is mandated to register private higher education institutions and accredit learning programs for both public and private higher education institutions.

- (e) In accrediting learning programs the HEA will depend on program evaluation reports from the Engineering accreditation Committee of the Engineering Institution of Zambia.
- (f) The Parties therefore, agree to enter into this Memorandum of Understanding for the purposes of accrediting engineering learning programs offered by Higher Education Institutions in Zambia.
- (g) The Parties have agreed to undertake collaborate in respect of evaluation, auditing and accreditation of engineering learning programs and institutions.

5. AND WHEREAS:-

- (h) This MOU is entered into by the Parties in order to:
 - i. Establish the manner in which the Parties will interact with each other in respect of evaluation, auditing and accreditation of engineering learning programs and institutions.
 - ii. To evaluate, audit and accredit engineering learning programs and institutions.

6. THEREFORE, the Parties now agree to conclude this MOU as follows:

I. OBLIGATIONS OF EIZ

- a) EIZ Shall approve engineering programmes before HEA can accredit them
- b) EIZ shall provide experts to be involved in the evaluation and auditing of engineering programs and institutions for the purposes of accreditation through the Engineering Accreditation Committee.
- c) EIZ shall ensure that experts participate in the accreditation process.
- d) EIZ shall contribute resources to the accreditation process.
- e) EIZ will utilise policies and guidelines for the accreditation process which have met the WA Accord standards and HEA Standards.

II. OBLIGATIONS OF HEA

- a) HEA to shall depend on evaluation reports from the Engineering Institution of Zambia Accreditation Committee evaluation to effect accreditation of programmes.
- b) HEA shall be responsible for the accrediting process after being approved by EIZ
- c) HEA shall provide secretarial services for the accreditation process.
- d) HEA shall contribute resources to the accreditation process.

- e) HEA shall ensure that there is no conflict of interest in the evaluation, auditing and accreditation teams.
- f) HEA shall provide a focal person for the implementation of this MOU.

7. Other areas of co-operation

- I. The Parties shall in addition co-operate in the following areas, and such other areas as may be agreed in writing by the parties from time to time in order to achieve the purpose of this Contract:
- II. The establishment of formal channels of information sharing and communication between the Parties as contemplated in this Memorandum;
- III. Party shall be bound by any express, tacit nor implied term, representation, warranty, promise or take the like, not recorded herein.

8. Review of Contract

- I. The Parties agree to develop appropriate mechanisms and procedures for the implementation and monitoring of each other's obligations and activities under this Memorandum and to agree upon appropriate time frames for obligations in terms of this Memorandum to be executed.
- II. The Parties shall meet at least annually to review this Memorandum and to report on compliance monitoring progress with the implementation of this Memorandum.

9. EFFECTIVE DATE

This MOU shall come into force on the date when the last Party appends a signature to this Contract ("Effective Date") and shall remain in force until it is cancelled or terminated by the Parties acting jointly in writing.

10. CONFIDENTIALITY

- I.** Any information shared by the Parties pursuant to this Contract shall be used only for lawful regulatory or statutory purposes.
- II.** To the extent permitted by law, the Parties shall hold confidential all information received from each other pursuant to this Agreement and shall not otherwise disclose such information than is necessary to carry out their regulatory or statutory responsibilities or otherwise in accordance with national law.

- III.** The Parties shall, prior to disclosing such confidential information or a part thereof, consult each other for direction and advice on such disclosure and such direction shall be in writing.
- IV.** The sharing of confidential information in accordance with this MOU relies on the assurances given in clause 6.1 and 6.2 above, and shall not constitute a waiver of any legally recognisable privilege by any person other than the Parties to this MoU.
- V.** The Parties in providing confidential written material pursuant to this Agreement shall mark every page of the material provided with a legend reading as follows:
 - i.** "CONFIDENTIAL - PROVIDED PURSUANT TO HEA AND ENGINEERING INSTITUTION OF ZAMBIA AGREEMENT/MOU"
Where confidential information is made available by either Party in contravention of this Clause, such disclosing Party shall be solely liable in law for such disclosure.

11. GENERAL PROVISIONS

- I.** The provision of, or request for information under this MOU may be denied:
 - a) Where compliance would require the Parties to act in a manner that would violate the provisions of any law;
 - b) Under circumstances where there is an imminent risk to national security; and
 - c) When compliance with a request or provision of information would interfere with an ongoing investigation in circumstances where prejudice to the investigation is likely to outweigh the adverse effects of denying the information.
- II.** No provision of this MOU shall give rise to a right on the part of any person, entity or agency other than the Parties to obtain either directly or indirect any information under this MoU.
- III.** The Parties shall consult each other before either of them issues a media statement/release concerning a matter covered by this MoU.
- IV.** This Memorandum shall not affect the independence of either Party, nor shall a Party be entitles or have the power, or authority, for any purpose or in any form whatsoever.to-
 - a) Enter into an agreement in the name of the other Party;

- b) Give any warrant, indemnification or undertaking on the other Party's behalf; or
- c) Create any liability for or against the other Party.

Nothing in this Memorandum is intended or should be construed as constituting a delegation by either Party of any statutory power or function to the other

12. VARIATION OF THE AGREEMENT

- I. Any variation to this MOU shall have no legal effect and shall not be binding on the Parties unless reduced in writing and signed by persons authorised to act for and on behalf of either Party.
- II. No addition to, variation, novation, or agreed cancellation of any provision of this Memorandum shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties as an amendment to this Memorandum. Such amendment shall be effective from date of signature by both Parties.

13. DURATION OF THE AGREEMENT

This MOU shall remain in force until it is terminated in accordance with the provisions of clause 11 below.

14. TERMINATION

Either party may terminate this MOU by giving thirty (30) days' written notice to the other Party of its intention to do so.

15. CONTACT ADDRESSES

For the purposes of this MOU the addresses of the Parties shall be:

If to the **HEA:**

Higher Education Authority

P.O. Box 50464

LUSAKA

Contact Person: **THE DIRECTOR GENERAL**

If to the **EIZ:**

The Engineering Institution of Zambia

Engineering House, Stand No. 2374, Kelvin Siwale Road,

P.O. Box 51084

LUSAKA

Contact Person: **THE REGISTRAR /CEO**

IN WITNESS whereof the Parties hereunder set their hands and seals the day and year first before written

SIGNED by the **Director** General)
for and on behalf of the **HEA**
In the presence of:

) *Chisumbwa*
) *Professor Karhila*
) *Chisumbwa*

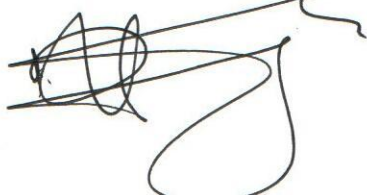
WITNESS:

Name: *Dr. Martin Mshumba*

Address: *HEA*

Occupation: *Director - Quality Assurance*

SIGNED by the **Registrar** for and on
behalf of the **ENGINEERING INSTITUTION OF ZAMBIA**
in the presence of:

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)
)

WITNESS:

Name: *MUZAMU EZRA DOKOWE*

Address: *ENGINEERING INSTITUTION OF ZAMBIA*

Occupation: *TECHNICAL AND STANDARDS OFFICER*

