

MEMORANDUM OF AGREEMENT

Entered into between:

THE CHEMICAL INDUSTRIES EDUCATION
AND TRAINING AUTHORITY
(Referred to as the "CHIETA")

AND

SEFAKO MAKGATHO HEALTH SCIENCES UNIVERSITY
(Referred to as the "Employer/Enterprise")

DG2023-2024 Cycle 1

Science, Technology, Engineering and Mathematics (STEM Projects)

Science, Technology, Engineering and Mathematics Learners (Grade 10,11,12)

Contract Number: STRATEGIC-CONTRACT-DG2023/24-11500

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1. PARTIES

- 1.1 The parties to this Agreement are:
- 1.1.1 The Chemical Industries Education and Training Authority (referred to in this contract as "the CHIETA"); and
 - 1.1.2 SEFAKO MAKGATHO HEALTH SCIENCES UNIVERSITY (referred to in this contract as the "Employer/Enterprise as contemplated under the SETA Grant Regulations").
- 1.2 The parties wish to record in writing the terms of their agreement, which is set out below.

2. INTERPRETATION

- 2.1 In this Agreement, the headings to the clauses shall be deemed to have been included for the purposes of convenience only and shall not govern the interpretation thereof.
- 2.2 In this Agreement, unless the context indicates otherwise, a reference to the singular shall be deemed to include the plural and vice versa and a reference to a natural person shall be deemed to include a body corporate.
- 2.3 The terms defined in this Agreement shall be construed as binding provisions and any rights conferred and obligations imposed upon the Parties by such definitions shall be binding upon them.

3. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- 3.1 "Agreement" shall mean this Agreement, including all annexures.
- 3.2 "Effective Date" shall mean the date of the last party to sign this Agreement.
- 3.3 "ETQA" shall mean an Education and Training Quality Assurance body accredited in terms of Section 2(1) of the South African Qualifications Authority (SAQA) Act, Act 58 of 1995, and as delegated by the QCTO to continue performing such functions, on 01 October 2012.
- 3.4 "Finances" shall mean the funds granted to the Employer/Enterprise by the CHIETA for the purpose of giving effect to the project/s or skills development interventions.
- 3.5 "Financial Reports" shall mean reports prepared by the organisation in terms of this Agreement, setting out the status of the project's finances from time to time.
- 3.6 "Learning Programmes" shall mean a programme as contemplated under the proposed Learning Programmes Regulations and includes Work Integrated Learning (Work Experience, Work placement, Internships), Learnerships (non artisan) and artisan related, Bursaries, Apprenticeships, ABET or bridging or foundational programmes, HET Learnership, industry based learning, real work based learning, placements and experiential learning as contemplated in the Skills Development Amendment Act No.37 of 2008.
- 3.7 Skills programmes is a learning pathway that is unit standard based, a form of learning programmes that are occupationally based and when completed constitutes credits towards a qualification registered in terms of the NQF.
- 3.8 "RPL" shall mean Recognition of Prior Learning.
- 3.9 "Learners" shall mean the persons receiving education and training in terms of this Agreement.
- 3.10 "Learning Programme Agreement" shall mean a learnerships agreement or apprenticeship contract, between the Employer, the Skills Development Provider and the Learner setting out the content of the Learnership or learning programme as per proposed Learning Programmes Regulations.
- 3.11 An occupational qualification means a qualification associated with a trade, occupation, or profession resulting from work-based learning and the knowledge component. It can be unit standards based or non unit standards based, and includes professional and vocational qualifications relevant to the chemical industry. Occupational qualifications and part qualifications between Levels 1-8 are required to be within the chemical industries. In terms of the Minister's Notice in Gazette No. 36003 dated 14 December 2012.
- 3.12 Candidacy means Learning programmes that include candidacy, practical and work experience training towards an occupational qualification as determined by the relevant professional body and follows the completion of an academic qualification required for access to the assessment for the issuing of a professional designation. This learning must lead to the issuing of a designation and/or qualification registered on the NQF.

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- 3.13 Structured learning component means knowledge and practical curriculum components of an occupational qualification.
- 3.14 Structured work experience component means the workplace curriculum components of an occupational qualification.
- 3.15 Work integrated learning (WIL) means a process that formally integrates a student's academic qualification or part qualification with work experience in participating employer organisations. The CHIETA includes Internships in this definition.
- 3.16 "NQF" shall mean The National Qualifications Framework as defined in the South African Qualifications Authority Act, Act 58 of 1995.
- 3.17 "Party" shall mean a signatory to this Agreement.
- 3.18 "Provider" shall mean an accredited entity providing a learning programme culminating in a qualification as defined in the South African Qualifications Authority Act, Act 58 of 1995.
- 3.19 Primary ETQA shall mean the ETQA accrediting the Provider
- 3.20 "Project" shall mean the intervention to be provided to the in terms of this Agreement
- 3.21 "Services" shall mean the delivery of a Project
- 3.22 "Business/Working days" means any day of the week, excluding a Saturday, Sunday, or any official public holiday of the Republic of South Africa
- 3.23 PIVOTAL means Professional, Institutional, Vocational, Technical and Academic Learning programmes which addresses the scarce and critical skills needs and include work integrated learning.
- 3.24 NON-PIVOTAL means any programmes not defined as scarce and critical skills in the CHIETA Sector Skills Plan or defined in the Sector Skills Plan as NON-PIVOTAL but used in the chemical sector.
- 3.25 Revised BBBEE shall means skills development interventions or learning programmes for workplace transformation aligned to the revised broad-based black economic empowerment code of good practice learning programme matrix.
- 3.26 Discretionary grants shall mean, money allocated by CHIETA to be spent on discretionary grants and strategic projects
- 3.27 Financial year means a year ending 31 March in accordance with the Public Finance Management Act (PFMA)
- 3.28 Employer or Enterprise means a legal person for which the CHIETA may pay discretionary grants to and includes an employer or enterprise not required to pay a skills levy in terms of the Skills Development Levies Act

4. PURPOSE OF THIS MEMORANDUM

- 4.1 The purpose of this memorandum of agreement is:

- 4.1.1 In general to further the implementation of discretionary grants learning projects and programmes identified in the national skills development strategy as National and Macro Government Priorities more specifically to assist the CHIETA to implement its Sector Skills Plan; Strategic Plan and Annual Performance Plan;
- 4.1.2 And to record the respective terms and conditions applicable to both parties.

5. DURATION OF THIS AGREEMENT

- 5.1 This Agreement shall take force and effect for a period of eighteen (18) months commencing on 30/05/2023 and ending on 30/09/2024. The validity period of this agreement shall remain in force for 18 months regardless of the effective date of signatories to the agreement.
- 5.2 Employer or Enterprise must conclude learner contracts before commencement of training and must submit such contracts to the CHIETA for registration within 30 days of signing.
- 5.3 Despite the provisions of clause 5.1 above, this Agreement may be terminated on an earlier date in the event of circumstances contemplated in clause 16 taking place or in circumstances which deliverables are met at an earlier period due to the nature of the intervention.
- 5.4 Failure to sign this Agreement within 30 working days of approval of the award via Allocation Letter submitted shall mean that the grant award may result in cancellation and the re-allocation of the award at the discretion of CHIETA. CHIETA shall communicate such in writing to the employer/enterprise.
- 5.5 Notwithstanding the provisions of clause 5.1, the Parties may extend the duration of the agreement, on the same terms and conditions herein contained, by an additional three months at a time (an "extension period"); provided that they have reached written agreement, in the form of a signed addendum to this Agreement, one month before the Termination Date or one month before the expiry of an extension period, as the case may be.

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- 5.6 Notwithstanding the provisions of clause 5.1, any change requests submitted against this MoA may result in a reduction of the agreements timeframe.

6. PROGRAMME OUTCOMES

The Employer / Enterprise shall implement the Learning Programmes / Project on a full-time and uninterrupted basis for a period of 18 months (where applicable) as per the Annexure "C", by performing the following:

- 6.1 Partnering with an accredited training provider to implement CHIETA funded Learning programme, in the case where the workplace is not the provider as well. Applicable to Learnerships, Skills Programmes and Apprenticeships.
- 6.2 Partnering with host workplaces in the case of being a Public / Private provider. This is not applicable in the case of an employer
- 6.3 Confirming the training requirements and capacity to deliver such with the training provider if appointed,
- 6.4 Developing and providing a learning schedule/curriculum comprising of both theory (30%) and workplace components (70%) to learners with respect to a learnership programme,
- 6.5 Providing the learners with approved Log-books for the workplace curriculum component, for the purposes of capturing daily learning activities where applicable.
- 6.6 Providing relevant and appropriate unit standard based workplace / experiential learning to each learner where applicable.
- 6.7 Ensuring that the learners' entry level requirements are in accordance with the registered qualification's learning assumed to be in place as approved by SAQA;
- 6.8 Ensuring that recruited learners are not in possession of a three year tertiary qualification in the same field where applicable.
- 6.9 In the case of Internships or Work Experience, the CHIETA has a once off Work Placement Grant to facilitate and support learner placement after completion of a qualification for the year after the training is completed, subject to approval by CHIETA Governing Board. The host employer is encouraged to then employ the learner at its own cost after the CHIETA Work Placement period has been completed.
- 6.10 An employer may apply for a learner to be placed as "a continuing learner" on a Work Placement Programme, if that learner has completed in the previous year a CHIETA Learning Programme. A learner who has completed a one year Work Placement Programme will no longer be funded as a continuing learner.
- 6.11 Recording, monitoring and retaining the details of training and unit standards covered during the period;
- 6.12 Designing, planning, conducting continuous assessments and moderation according to the unit standards and/or modules for modular type NQF registered training;
- 6.13 Compile and Submit reports to the CHIETA as laid out by Annexure "C" covering the deliverables requirements.
- 6.14 Complete, sign, and submit the following forms and documents to CHIETA where applicable:
 - 6.14.1 All deliverable requirements as outlined by Annexure "C"
 - 6.14.2 SARS Tax Exemption
 - 6.14.3 Signed Termination of Learnership Agreement Letter where the learner training have been terminated. Termination must be signed by both parties (learner and employer or provider) and must be approved by the CHIETA (if applicable)
- 6.15 Compile and Submit reports to the CHIETA as laid out by Annexure "C" covering the deliverables requirements.
- 6.15 Ensure that Facilitators, Assessors, Mentors, and Moderators are qualified to deliver the learning programmes and on using relevant Unit Standards (where applicable).
- 6.16 Ensure that the learners' details and assessment results are uploaded on the CHIETA MIS Systems where applicable.
- 6.17 Issue certificates provided by the Relevant Quality Assurance body (where applicable) to learners after completion of learning programme.

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- 6.18 Employer/Enterprise undertakes to ensure that learning materials are aligned into unit standards or Qualification and NQF Level as per the CHIETA or relevant ETQA requirements.
- 6.19 Pay the unemployed learners Monthly Allowance in accordance with the Sectoral Determination if applicable as laid out by the Department of Labour (DoL) as a minimum and submit statements as per Annexure C.

7. OBLIGATIONS OF BOTH PARTIES

- 7.1 The Employer/Enterprise will implement the activities contemplated in Annexure "A". The CHIETA will grant the Employer/Enterprise funds as contemplated in Annexure "A". Funding of the Project is subject to the period of validity and conditions as set out in this Agreement, as well as all the annexures
- 7.2 The Employer/Enterprise will adhere to the budget as contemplated in Annexure "A" for the sole purposes contemplated in Annexure "A"
- 7.3 The Employer/Enterprise will prepare the reports contemplated in Annexure "C" in compliance with the PFMA (Public Finance Management Act) for timeous submission to the CHIETA which is contained in the Mid-Term and Close-out Report.
- 7.4 The Employer/Enterprise will adhere to Annexure "C" for the sole purposes contemplated in Annexure "A"
- 7.5 The parties will promote the skills development objectives set out in the Skills Development Act, 1998 and regulations and will adhere to all applicable requirements and obligations contemplated in the Skills Development Levies Act, 1999, Grant Regulations, 2012, Learning Programmes Regulations, 2012, Trade Test Regulations, 2012, Section 12H of Income Tax Act and the Public Finance Management Act, 1999
- 7.6 The parties will carry out their duties in terms of this Agreement and in accordance with the principles of good faith and governance.

8. EMPLOYER / ENTERPRISE UNDERTAKINGS

- 8.1 With respect to finances, the Employer/Enterprise undertakes to:
 - 8.1.1 manage project development, implementation and monitoring, change and risk management in accordance with timelines prescribed in the SETA Grant Regulations and CHIETA Funding Policy as set out in Annexure "C".
 - 8.1.2 provide the CHIETA with Financial Reports against the grant allocations as contemplated in Annexure "A", on submission of the mid-term and project closure report before any disbursement is initiated by CHIETA
 - 8.1.3 ensure that utilisation of the CHIETA funding takes place in accordance with the budget approved by the CHIETA, as set out in Annexure "A".
 - 8.1.4 refund any unspent funding received from the CHIETA if the Employer/Enterprise ceases to exist or ceases to operate and/or does not implement or finalise the Projects the funding was applied for
 - 8.1.5 refund any unspent funds received from the CHIETA if requested to do so by the CHIETA upon inspection of the Project and/or financial records
 - 8.1.6 refund / reimburse any funds / tranche payments received from the CHIETA spent on any Projects, functions or activities which in the sole discretion of the CHIETA to the Project, Grants approved or upon unsuccessful completion of the Project / Programme in this Agreement. CHIETA reserves the right to offset any funds owed to it from any future available funds of the allocated employer/enterprise.
 - 8.1.7 not issue loans to third parties from funds received from the CHIETA
 - 8.1.8 not incur any obligation whatsoever, or expenditure which is not contemplated in Annexure "A"
 - 8.1.9 not grant any part of the CHIETA funding to any other institution or organization unless this has been expressly stated in this Agreement; and
 - 8.1.10 not claim simultaneously, for the same Project and Learner, from another CHIETA project or any other similar scheme outside CHIETA during the currency of this Agreement

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8.2 regard to inspections, the Employer/Enterprise undertakes to:

- 8.2.1 permit the CHIETA to visit and inspect, at reasonable times any of the sites where the activities or Project or parts thereof are carried out in pursuance of the objectives of this Agreement
- 8.2.2 permit the CHIETA, or any person appointed by the CHIETA, to inspect all information and transactions related to the budget and income and expenditure records pertaining to the CHIETA funded activities of the Organisation; and
- 8.2.3 Co-operate with the CHIETA and any of its agents in any external evaluation of the Project to assess the extent to which the purpose for which the grant was made has been achieved.
- 8.2.4 Co-operate with the CHIETA grants or project customer relationship management and grant to the CHIETA or delegated staff access to the employer/enterprise premises for learning programme or project monitoring and verification purposes.

8.3 Record keeping and reporting: The Employer/Enterprise undertakes to:

- 8.3.1 Provide detailed mid-term and project closure reports in the standard CHIETA format, including accurate cash and expenditure statements and forecasts for the next quarter, as set out in Annexure "C".
- 8.3.2 Provide a detailed project closure report on each of the Projects for which a grant award has been made within 30 days of the end of project activities as set out in Annexure "C". Failure to submit the reports under 6.13, 6.14 and 7.3 timeously shall be recorded by the CHIETA as poor performance of the project and will affect any future grant allocations of the employer or enterprise.
- 8.3.3 notify the CHIETA, within 15 (fifteen) business days, of any event that might negatively affect the planned project outcomes or deliverables;
- 8.3.4 Provide quality evidence within the timeframes so as to allow CHIETA to accurately report such on the SETA Quarterly Monitoring Report (SQMR);
- 8.3.5 furnish any Project-related information requested by the CHIETA within 10 (ten) business days of receiving the request;
- 8.3.6 keep at its head office or site at which monitoring is to held, originals of all documents evidencing its expenditure in terms of this Agreement, and shall retain such documentation for a period of not less than three (3) years after termination of this Agreement;
- 8.3.7 inform the CHIETA immediately in writing of any change in control of the Organisation, as well as any reasonable possibility that performance on key objectives might not be achieved; and
- 8.3.8 fulfill all information and reporting requirements and furnish all records and reports required in terms of this Agreement, and any further information the CHIETA may reasonably request in the future in connection herewith.
- 8.3.9 Report any changes to the learning programmes agreement to CHIETA in writing within 7 working days. In the case of learner terminations, a learner termination form must be completed and submitted to the CHIETA for approval.
- 8.3.10 In the case of replacement of learners due to funding approved as seats allocated and not on the basis of ID's submitted, , the employer/enterprise shall inform the CHIETA of the changes and thereafter resubmit the required evidence as per Annexure "A". Replacement of learners are only considered on the basis that the replacement will complete within the required timeframes set out in Annexure "C".
- 8.3.11 Upload all contracts including supporting documentation on the CHIETA MIS system and send original copies to the relevant Regional Office within the specified timelines.
- 8.3.12 Excess learners may be reported on the CHIETA DG System, these learners maybe considered for additional funding, however there is no precedence set and award of any further funding would be at the discretion of the CHIETA Governing Board.

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8.4 Marketing commitments: The Employer/Enterprise may :

- 8.4.1 represent the CHIETA logo on all promotional materials related to the funded Project only.
- 8.4.2 8.4.2 erect signs, with the said logos, at training and project locations and/or sites
- 8.4.3 8.4.3 clearly display the contact details of the CHIETA Anti-Fraud Hotline at the training venues and other strategic locations

8.5 Learning Programme Requirements:

The Employer/Enterprise commits to adhere to the following requirements if funded for Learnerships or apprentice training or other CHIETA training programmes that requires workplace approval or inspection

- 8.5.1 provide the workplace component at the premises of a designated employer and the structured learning component through an accredited education and training provider in accordance with applicable legislation and learnership regulations; and
- 8.5.2 submit to the CHIETA all Learning Programme Agreements, duly signed by the Learner, education and training provider and employer representatives before receiving the second tranche payment
- 8.5.3 timelines for the conclusion and submission of the learning programmes agreement are as stipulated as per CHIETA funding policy.
- 8.5.4 The Employer/Enterprise commits to implement the discretionary grants project within the CHIETA specified timeframes as per SETA Grants Regulations.
- 8.5.5 The Employer/Enterprise acknowledges that if the previous allocated learning projects are not closed in the financial year that this contract is concluded, CHIETA will consider such track record in future discretionary grants and projects allocations.

THE CHIETA'S UNDERTAKINGS

8.6 The CHIETA undertakes to:

- 8.6.1 make payment of the funds to the Employer/Enterprise in the amount, manner and dates prescribed in Annexure "A" and to the bank account specified in Annexure "B", following receipt of reports/deliverables in the standard format provided by the CHIETA, and on condition that the Employer/Enterprise meets all its material obligations in terms of this Agreement notwithstanding the submission of full deliverables may result in pro-rata payments based on deliverables met at the discretion of CHIETA Management. Payment will be made within 30 working days of evidence submission, subject to no queries being raised against evidence submissions which may extend payment times frames;
- 8.6.2 work with the Employer/Enterprise in a co-operative and consultative manner; and
- 8.6.3 provide advice to the Employer/Enterprise on request and within reasonable time.

8.7 Copyright and Intellectual Property

- 8.7.1 The Employer/Enterprise acknowledges that where new course materials are created (whether for the whole assignment or individual modules) at the CHIETA's expense, the copyright shall vest jointly in the CHIETA and the Employer/Enterprise
- 8.7.2 Future copyright and other rights in all materials created in terms of this Agreement are jointly owned by the CHIETA and the Employer/Enterprise
- 8.7.3 The Employer/Enterprise warrants that the materials that are created by the Employer/Enterprise in terms of this Agreement and the Services that are provided in terms of this Agreement (where such Services are developed by the Employer/Enterprise) will not, to the best of the Employer/Enterprise's knowledge, constitute an infringement of any copyright
- 8.7.4 All learners trained through the use of such CHIETA funded programmes should be reported to the CHIETA
- 8.7.5 Should a third party to this Agreement wish to extract, produce and publish papers based on the information arising from the execution of the Agreement, prior permission shall be requested from the CHIETA and the Employer/Enterprise

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CHIETA HEAD OFFICE:

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72 New Road, Glen Austin 2041 (Grand Central),
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WESTERN CAPE

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Montague Gardens, 7441

KWAZULU-NATAL

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1 The Boulevard, Westway Office Park, Block D,
Westville, Durban, 4310

PORT ELIZABETH

Tel: 041 509 6476 | 087 944 4177
Strawberry Block 1, New Brighton
Port Elizabeth, 6001

9. REPRESENTATIONS AND WARRANTIES

- 9.1 Each party represents and warrants that it has the authority necessary to enter into this Agreement and to do all things necessary to procure the fulfillment of its obligations in terms of this Agreement.
- 9.2 The Employer/Enterprise warrants that:
 - 9.2.1 it has the necessary skills and experience to implement the Project as contemplated in Annexure "A & C"
 - 9.2.2 it will adhere to the deliverable as set out in Annexure "C" and will inform CHIETA of any deviations from such.
 - 9.2.3 all funds received from the CHIETA in terms of this Agreement will be used for the sole purpose for which they have been approved and provided by the CHIETA, as recorded in Annexure "A"
 - 9.2.4 it will provide the services contemplated in this Agreement to the specifications provided for in Annexure "A" and to the standards required by the CHIETA Education, Training and Quality Assurance (ETQA) body.
 - 9.2.5 there will be no corruption or mismanagement of the funds provided by the CHIETA in terms of this Agreement.
 - 9.2.6 acknowledges the statutory functions and duties of the CHIETA and undertakes to perform its obligations under this Agreement in a manner that will not in any way detract from the image and reputation of the CHIETA.

10. AGENCY AND REPRESENTATIONS

Apart from the promotional material contemplated in clause 8.4, this Agreement does not confer on the Employer/Enterprise any right of agency or representation of the CHIETA.

11. NO CONTRACT OF EMPLOYMENT

Nothing in this Agreement must be construed as constituting a contract of employment between the Employer/Enterprise and the CHIETA who by their signatures to this Agreement acknowledge that no such relations exist.

12. NO SUB-CONTRACTING

The Employer/Enterprise may only sub-contract the provision of services contemplated in this Agreement with the prior written approval of the CHIETA. Despite any approval granted by the CHIETA in terms of this clause, the Employer/Enterprise remains solely liable for the performance of its obligations under this Agreement.

13. CLAIMS AGAINST A THIRD PARTY

- 13.1 The Employer/Enterprise grants the CHIETA an irrevocable option to exercise a cession in respect of any claim, which the Employer/Enterprise may have against a third party in respect of the CHIETA funding.
- 13.2 If the CHIETA wishes to exercise the option, it must serve a written notice on the Employer/Enterprise, indicating its intention to do so. The notice shall state the amount of the claim, unless it is not practicable to do so, and the name of the third party. On receipt of the notice by the Employer/Enterprise it will be deemed to have ceded its right, title and interest in the claim to the CHIETA.
- 13.3 Where the Employer/Enterprise institutes legal proceedings against a third party in terms of this clause, it shall be entitled to claim its reasonable attorney/client costs from any amount recovered from the third party. The balance recovered, if any, shall be repaid to the Organisation, unless the CHIETA is entitled to retain such monies by virtue of any of the other provisions in this agreement, in which case it shall notify the Employer/Enterprise of this.

14. INDEMNITY

The Employer/Enterprise indemnifies and holds harmless the CHIETA against all loss or damage whether direct, indirect, consequential, special, exemplary including legal costs on the scale as between attorney and own client and collection commission caused to any person as a result of the incompetence, negligence and/or willful misconduct of the Employer/Enterprise or any of its agents or employees.

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15. BREACH AND TERMINATION

- 15.1 If the Employer/Enterprise has not complied with any of its material obligations set out in this Agreement, then the CHIETA will be obliged to:
- 15.1.1 Provide the Employer/Enterprise with an opportunity to rectify any breach by requesting the Employer/Enterprise in writing to comply with its obligations and conditions.
 - 15.1.2 If the Employer/Enterprise refuses to comply with its obligations and conditions under this Agreement, within ten (10) business days after receiving the CHIETA's written request, then the Employer/Enterprise shall be deemed to be in material breach of the Agreement.
- 15.2 The CHIETA then has the right to:
- 15.2.1 Withhold payment of any further financial contributions;
 - 15.2.2 Disqualify the Employer/Enterprise from any future discretionary grant cycles and awards;
 - 15.2.3 Recover all amounts paid to the Employer/Enterprise and/or any property, movable or immovable purchased from the contribution to the Employer/Enterprise, to the extent that such amounts and/or purchases were made after commission of the material breach.
- 15.3 Despite any other rights the CHIETA may have in terms of this Agreement or at common law, the CHIETA may terminate this contract:
- 15.3.1 if the Employer/Enterprise commits a breach of any material obligation under this Agreement and fails to remedy such breach in terms of the provisions of clause 14), including but not limited to:
 - 15.3.1.1 the use of funds for purposes other than those agreed to in this Agreement;
 - 15.3.1.2 failure to furnish any of the information, documentation or reports required by this Agreement;
 - 15.3.1.3 failure to allow the CHIETA or its appointed financial officer, accountant, auditor or other suitably qualified person to inspect the Employer/Enterprise financial statements or books of records related to the CHIETA funded project; or
 - 15.3.1.4 any other breach considered by the CHIETA, in its sole discretion, to be material
 - 15.3.1.5 If the CHIETA is of the reasonable view that to proceed with the Project will be fruitless and wasteful expenditure as contemplated in the Public Finance Management Act, No.1 of 1999
 - 15.3.1.6 if the CHIETA, in its reasonable discretion, is not confident that the Employer/Enterprise is in a fit state to manage and/or spend the funds responsibly
 - 15.3.1.7 on any other reasonable grounds, having provided the Employer/Enterprise with a written notice of such grounds and providing the Employer/Enterprise with an opportunity to address these grounds within 10 (ten) business days after receiving such notice.

16. ARBITRATION OF DISPUTES

- 16.1 The parties shall use their best endeavors to amicably resolve all disputes arising between them. It should however be noted that the CHIETA will not become involved in the resolution or arbitration of disputes between the organisation, and its appointed service providers, employees or Learners on the Project.
- 16.2 Any dispute between the parties in connection with the interpretation, application or termination of the Agreement, unless resolved by the parties, must be determined by arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the foundation. Such arbitration shall take place in Gauteng, South Africa
- 16.3 This clause does not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 16.4 The arbitrator must be appointed by agreement between the parties, or failing such agreement by the Arbitration Foundation of Southern Africa
- 16.5 The arbitration must take place within one month of the aggrieved party notifying the other party of the dispute.

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- 16.6 The arbitrator must first attempt to conciliate the dispute. If conciliation is not possible then the arbitrator must arbitrate the dispute.
- 16.7 The arbitration must be conducted in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- 16.8 A party to the dispute may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.
- 16.9 The parties are entitled to legal representation during the arbitration.
- 16.10 If the party who referred the dispute fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.
- 16.11 If a party other than the party who referred the dispute, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may:
 - 16.11.1 Continue with the arbitration proceedings in the absence of that party; or
 - 16.11.2 Adjourn the arbitration proceedings to a later date.
- 16.12 Within 14 days of the conclusion of the arbitration proceedings the arbitrator must issue an arbitration award with reasons, signed by the arbitrator
- 16.13 The arbitration award is final and binding on the parties to the dispute and may be made an order of court.
- 16.14 The arbitrator may not include an order for costs in the arbitration award, unless
 - 16.14.1 party unnecessarily delayed proceedings; or
 - 16.14.2 party pursued or resisted the claim veraciously or frivolously; or
 - 16.14.3 a party had no reasonable prospect of succeeding.
- 16.15 An arbitrator may at his or her own initiative or as a result of an application by an affected party, vary or rescind an award:
 - 16.15.1 erroneously sought or made in the absence of any party affected by the award
 - 16.15.2 in which there is ambiguity, or any obvious error or omission, but only to the extent of that ambiguity, error or omission; or
 - 16.15.3 granted as a result of a mistake common to the parties to the proceedings

17. GENERAL

- 17.1 This Agreement, including the Annexures, "A", "B" and "C", constitutes the entire agreement between the parties
- 17.2 On entering into this Agreement, no party relies on any warranties, representations, terms, conditions, disclosures or expressions of opinion in respect of matters dealt with in this Agreement that are not contained in this Agreement
- 17.3 No relaxation, extension or indulgence which a party may grant to any other constitutes a waiver of any right of that party or a novation of any terms of this Agreement and does not preclude that party from exercising any right which may have arisen in the past or which arises in the future
- 17.4 No variation, suspension, deletion, amendment or modification of this Agreement is of any force or effect, unless recorded in writing and signed by the parties
- 17.5 The Employer/Enterprise must ensure that the Service Provider is accredited and provide proof of accreditation to the CHIETA. Failure to notify the CHIETA will result in breach of contract and all refunds to the CHIETA
- 17.6 All agreements for learners regarding, learnerships, internships, workplace experience and other related agreements must be forwarded to the CHIETA within 30 days of signing the MoA
- 17.7 17.7 No change requests or appeals would be considered after the MoA has been returned to the CHIETA and Tranche 1a has been disbursed or should the change request affect the delivery of the project to go beyond the expiry date of this MOA. The change request will not be considered if the MOA allocated amount is exceeded.

CHIETA Initials			MMM
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Company Initials	MM		LM
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- 17.8 All invoices substantiating payments must be attached to validate tranche payments. Invoices must reconcile to expenses as declared in the income and expenditure statement
- 17.9 The CHIETA must be informed in writing of changes in the implementation plan time frames in the event of changes in the start and end dates of all programmes
- 17.10 A minimum of 15% Work placement must be provided for all workplace experience programme learners by the Employer if applicable. The organisation can apply for funding for these learners as continuing learners, as per clause 6.9
- 17.11 Host companies must be provided for all learnerships, apprenticeships, workplace experience and other related learning programmes by the contracted Employer/Enterprise, which is not applicable to Employers/Enterprises who themselves are workplace approved to host learners.
- 17.12 Impact assessments and job placement must be completed and submitted to the CHIETA as part of the final close out report
- 17.13 Payment of tranches will be made pro rata based on reported deliverables and the proportionate number of beneficiaries of learning programs.

CHIETA Initials			MMM
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CHIETA HEAD OFFICE:
Tel: 087 944 4377 | 010 590 3081 | 011 628 7000
 72 New Road, Glen Austin AH (Grand Central),
 Midrand, 1685

WESTERN CAPE
Tel: 021 551 1113/4 | 087 944 4377
 Unit B2, Carr Rice Course & Omuramba Roads,
 Montague Gardens, 7441

Company Initials			LM
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KWAZULU-NATAL
Tel: 031 168 4040 | 087 944 4377
 1 The Boulevard, Westway Office Park, Block D,
 Westville, Durban, 4310

PORT ELIZABETH
Tel: 041 509 6478 | 087 944 4377
 Strandview Block E, New Brighton,
 Port Elizabeth, 6001

18. Domicilium Citandi et Executandi

- 18.1 Any notice in terms of this Agreement may be hand delivered to the physical addresses of the parties, in which event proof of acknowledgment shall be endorsed upon a copy of the notice together with the name of the recipient and date of receipt, or may be sent by registered post to the nominated postal addresses of the parties, in which event a proof of postage issued by the relevant postal authority will serve as proof. Any notice sent by registered post will deemed to have been received 3 (Three) business days after posting.
- 18.2 The Employer/Enterprise choose for the purpose of this Agreement its domicilium citandi et executandi as follows:

Street Address	Sefako Makgatho Health Sciences University, Molotlegi Street, Ga-rankuwa, Ga-rankuwa, Gauteng,
Postal Address	0208 Same as Physical Address
Name of Designated Representative for the Employer/Enterprise	Peter Mbati
Capacity as	Chief Executive Officer
Telephone Number	0
Cell Number	0825573395
Facsimile	1365008
E-mail	peter.mbati@smu.ac.za

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Company Initials			MM		LM
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18.3 The Chemical Industries Education and Training Authority (CHIETA) chooses for the purpose of this Agreement its domicilium citandi et executandi as follows:

Street Address: 72 New Road

72 New Road
Glen Austin AH (Grand Central)
Midrand
1685

Street Address:

72 New Road
Glen Austin AH (Grand Central)
1685

The designated representative for the CHIETA is Mr. Yershen Pillay in his capacity as the Chief Executive Officer

Telephone number: (011) 628 7000

Facsimile: (011) 726 7777

E-mail: ypillay@Chieta.org.za

CHIETA
Initials   MMM

Company Initials MH HG LM

CHIETA HEAD OFFICE:

Tel: 087 944 4377 | 010 590 5091 | 011 628 7000
72 New Road, Glen Austin AH (Grand Central),
Midrand, 1685

WESTERN CAPE

Tel: 021 551 1113/4 | 087 944 1377
Unit B2, Carr Race Course & Durbanville Roads

KWAZULU-NATAL

Tel: 031 168 4040 | 087 944 4377
1 The Boulevard, Westway Office Park, Block D.

PORT ELIZABETH

Tel: 041 509 6478 | 087 944 4377
Strawberry Block E, New Brighton.

19. ATTESTATION

The parties hereby acknowledge having read and signed this Agreement, the contents of which are understood and accepted by all the undersigned parties.

For The Employer/Enterprise

This done and signed at Gaborone, on this 03 day of July 2023.

Signed by (signature): _____

Mr/Ms Prof PATRICK DEMANA in his/her capacity as DEAN: School of Pharmacy
and being duly authorized to do so.

AS WITNESSES:

NUMBER	FULL NAME	DESIGATION	SIGNATURE
1.	<u>Molishi Mchale</u>	<u>SDF</u>	
2.	<u>Zolile Nwanyana</u>	<u>Admin</u>	

For The CHIETA

This done and signed at Midrand on 30/05/2023.

Signed by:

Mr Yershen Pillay in his capacity as the Chief Executive Officer and being duly authorized to do so.

AS WITNESSES:

NUMBER	FULL NAME	DESIGATION	SIGNATURE
1.	Ashvir Isseri	Executive Manager: Grants & Strategic Projects	
2.	Moses Maponya	Strategic Projects and WIL Acting Manager	

CHIETA Initials			
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ANNEXURE A: PROJECT IMPLEMENTATION PLAN

Funding Window:	DG2023-2024 Cycle 1
Project Name:	Strategic Projects 2023 Cycle 1

No	Objectives	Amount
1	Support 60 Science, Technology, Engineering and Mathematics (STEM Projects) (Science, Technology, Engineering and Mathematics Learners (Grade 10,11,12)) @R 8404 per Entity	R504, 240
Total Approved		R504, 240

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ANNEXURE B: EMPLOYER/ENTERPRISE'S ADMINISTRATIVE DETAILS

Name of Skills Development Facilitator / Project Coordinator	Moliehi Matlala
Name of Employer/Enterprise:	SEFAKO MAKGATHO HEALTH SCIENCES UNIVERSITY
Subsector:	Other
Physical Address:	Sefako Makgatho Health Sciences University, Molotlegi Street, Ga-rankuwa, Ga-rankuwa, Gauteng 0208
Postal Address::	Same as Physical Address
Telephone Number:	0
Fax Number:	1365008
Contact Person (Other):	Patrick Demana
Levy Number(s):	L850787146

RECIPIENT'S BANK ACCOUNT DETAILS

Name of Bank:	051001
Name of Branch:	THIBAULT SQUARE
Branch Code:	051001
Account Type:	
Account Name:	SEFAKO MAKGATHO HEALTH SCIENCES UNIVERSITY
Account Number:	070754128

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ANNEXURE C: TRANCHE DELIVERABLE AND PAYMENT SCHEDULE

No	DELIVERABLE	OBLIGATION	TRANCHE NUMBER	TRANCHE PERCENT
Tranche 1a Deliverables (15%)				
1	Signed MOA	Company	1a	15%
2	Signed DG Initiation Form/Project Plan	Company	1a	15%
Tranche 1b Deliverables (45%)				
1	Grant Claim Form	Company	1b	45%
2	Proof of learner enrolment	Learner	1b	45%
3	Certified Learner ID Copy	Learner	1b	45%
4	Learner Schedule	Learner	1b	45%
5	Learner Contracts	Learner	1b	45%
Tranche 2 Deliverables (20%)				
1	Grant claim form	Company	2	20%
2	Learner schedule	Company	2	20%
3	Learner Interviews by CHIETA	Learner	2	20%
4	Midterm Report	Company	2	20%
5	CHIETA Monitoring Report	Company	2	20%
6	Proof of expenditure	Company	2	20%
7	Attendance registers	Company	2	20%

Tranche 3 Deliverables (20%)				
1	Closeout Report	Company	2	20%
2	Learner Schedule	Company	2	20%
3	Grant Claim Form / Invoice	Company	2	20%
4	Proof of expenditure	Company	2	20%
5	Proof of Completion (SOR or Certificate of competence)	Company	2	20%
6	Attendance registers	Company	2	20%
7	Impact assessment report	Company	2	20%

CHIETA Initials			MMM
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ANNEXURE D: ADDITIONS

20.1 DATA PROTECTION

- 20.1.1 The Employer/Enterprise undertakes to, and shall procure that any of its data operators (as that term is defined by the Protection of Personal Information Act 4 of 2013) , agents and contractors comply with the Data Protection Legislation and regulations in connection with the performance of its obligations and exercise of its rights under this Agreement.
- 20.1.2 Without prejudice to the generality of clause 20.1.1, with respect to any processing (as that term is defined by the Protection of Personal Information Act of 2013) of Personal Data under this Agreement each party to this Agreement shall (and shall procure that any of its data operators, as that term is defined by the Protection of Personal Information Act 4 of 2013, agents or contractors) take appropriate technical and organizational security measures against unauthorized or unlawful processing of Personal Data supplied to it by another Party to this Agreement and against accidental loss or destruction of, or damage to, that Personal Data in accordance with Condition Seven as set out in the Protection of Personal Information Act 4 of 2013.

Parties to this agreement:

- 20.1.3 Undertakes to obtain the relevant content as prescribed within the Protection of Personal Information Act 4 of 2013;
- 20.1.4 to treat the Customer Data as confidential information in accordance with this Agreement;
- 20.1.5 not to use or knowingly permit any third party to use, or have access to, the Customer Data for any purpose other than as is expressly permitted by this Agreement; and
- 20.1.6 shall not use Customer Data held by it pursuant to this Agreement for any purpose that is inconsistent with those purposes notified to the relevant data subject (as defined by the Data Protection Legislation) on or before the tie of collection of that Customer data.
- 20.1.7 shall promptly inform the other of any actual or suspected unauthorized access, use or other abuse of the data and/or any information technology systems relating thereto ("unauthorized Use") of which it or any of its contractors becomes aware
- 20.1.8 shall at its cost provide at the other Party's request all reasonable assistance to the requesting Party in relation to the preparation and presentation and of the relevant information to the regulators are as otherwise required by the applicable legislation for the purpose of prosecuting those individuals responsible for an incident of Unauthorized Use for any legal actions that the requesting party may bring against third Parties responsible for an incident of Unauthorized Use or to co-operate with any inquiry from any regulator or authority.

20.2 CHIETA SUPPLY SIDE DATABASE USAGE

Clause 20.2 and all sub clauses is only applicable to learning project funding approved under Work Integrated Learning (WIL) Supply Side Database Funding category if applicable and will not impact any other Funding Window Categories unless specified by the CHIETA management

- 20.2.1 The Employer/Enterprise undertakes to, and shall ensure relevant evidence related to recruited learners are provided to the CHIETA if learners have been funded under this agreement and performance of its obligations.
- 20.2.2 The CHIETA reserves the right to refuse funding of the additional allowance / incentive approved and reduce the allocated award accordingly if the Employer/Enterprise does not submit relevant proof of recruitment from the CHIETA database;
- 20.2.2 The CHIETA reserves the right to refuse funding of the additional allowance / incentive approved and reduce the allocated award accordingly if the Employer/Enterprise does not submit relevant proof of recruitment from the CHIETA database;

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