

MEMORANDUM OF UNDERSTANDING

Between

The National Research Foundation (NRF)

A legal entity established in terms of the National Research Foundation Act, No 23 of 1998 as amended, acting through its National facility iThemba Laboratory for Accelerator Based Science, South Africa, herein represented by Dr. Faïçal Azaiez in his capacity as Managing Director and duly authorised thereto

(hereinafter referred to as “**iThemba LABS**”)
and

CAPE PENINSULA UNIVERSITY OF TECHNOLOGY, located at Symphony Way, Bellville, 7535, South Africa, A legal entity in terms of Higher Education Act 101 of 1997 herein represented by Prof Marshall Sheldon in her capacity as Acting Deputy Vice-Chancellor: Research, Technology Innovation and Partnerships and duly authorised thereto

(hereinafter referred to as “**CPUT**”)

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1. DEFINITIONS AND INTERPRETATION

For the purpose of this Memorandum of Understanding or "MoU", unless the context indicates otherwise, the following words, and phrases shall bear the following meanings:

"Confidential Information" means information that (a) relates to the Disclosing Party's past, present or future research, development, business activities, products, services and/or technical knowledge relating to the Project, and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. (As used herein, the Party disclosing Confidential Information is referred to as "the Disclosing Party" and the Party receiving confidential information is referred to as "the Receiving Party.") "Confidential Information" specifically includes, but is not limited in its interpretation to, all Project information and secret knowledge, technical information and specifications, manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, formulae, know-how, information concerning materials, scientific information generally, and other materials of whatever description in which the owner thereof has an interest in being kept confidential including scientific knowledge gathered during the course of research and includes information (whether oral, documentary, magnetic, electronic, graphic or digitised) containing or consisting of information or material of a technical, financial, operational, commercial, administrative or planning nature or in the nature of Intellectual Property of any kind and relating (wholly or in part) to the Disclosing Party or any of its actual or projected projects, research activities or businesses, including its recipients, funders, personnel, students, facilities, assets, financial condition or results, rights, obligations and liabilities;

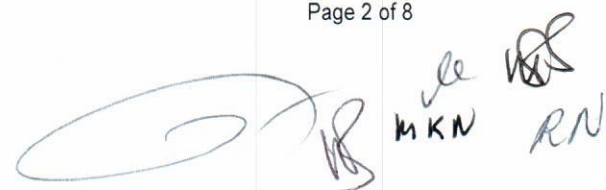
"Cost" the costs associated with the collaboration between the parties under this MoU;

"Duration" a period of three years and may be further extended for another three years thereafter by mutual written consent;

"Effective Date" means the date that this MoU becomes enforceable which date shall be the date of last signature hereto;

"Intellectual Property" means all intellectual property, whether or not registerable, including but not limited to copyright, patents, proprietary material, trademarks, design, know-how, trade secrets, new proprietary and secret concepts, methods, techniques, processes, adaptations, ideas, technical specifications and testing methods relating to the Project;

"iThemba LABS" a National Facility of the National Research Foundation and a party to the MoU;

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“MoU” Memorandum of Understanding;

“Parties” means the contracting parties and “Party” shall refer to either of them as the context may dictate;

“Termination” cancellation of MoU by either party;

“Training” the education, inspiration and motivation of students to pursue scientific careers;

“Cape Peninsula University of Technology” a university of South Africa and a party to the MoU;

Words importing the singular shall, where necessary, include the plural and vice versa, and words importing any one gender shall, where necessary, include the other;

The headings to this MoU are for convenience only, and are not to be taken into account for the purposes of interpretation;

Any reference to any provision of any statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the MoU.

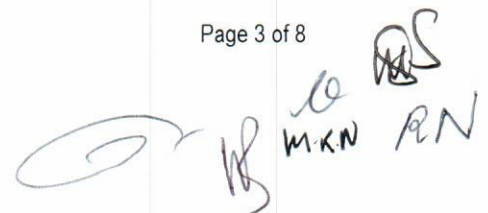
Where any number of days is prescribed in this MoU, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

The parties hereto agree as follows:

1 PREAMBLE

The purpose of this Memorandum is to promote collaboration either bilaterally or as part of a wider collaborative network between iThemba LABS and CPUT, in the field of satellite technology research and development, with special emphasis on radiation hardening techniques and technology.

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2 SERVICES TO BE PROVIDED

The Parties agree to provide the following services:

iThemba LABS will:

- Explore possibility of joint postgraduate supervision, joint research activities, colloquia and seminars.
- Share good practice, particularly related to links with industry and the development of new technologies in South Africa.

CPUT will:

- Explore possibility of joint postgraduate supervision, joint research activities, colloquia and seminars.
- Share good practice, particularly related to links with industry and the development of new technologies in South Africa.

Specific projects in an area of common research interest will be selected as a result of coordination by iThemba LABS and CPUT at the appropriate administrative level in each institution. As these projects are developed, each will require a specific written agreement made in advance, setting forth the terms and conditions thereof and executed by authorized representatives of both institutions.

Neither party has the authority to commit the other party to any act, responsibility or liability unless that other party has given such prior authority in writing.

3 FINANCIAL ARRANGEMENTS

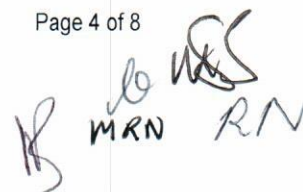
Each party will be liable for its costs incurred associated with the initial partnership development activities. Further funding will be allocated on a project by project basis depending on available resources and as per mutual agreement.

4 TERM OF MEMORANDUM

This memorandum will initially be for a period of 3 years, to be reviewed annually, and may be further extended for another three years thereafter by mutual written consent. During the three year period either party may give the other 6 months written notice to terminate the agreement.

This Memorandum may be amended or varied from time to time provided that such amendment or variation is in writing and signed by the Parties.

5 COMMUNICATION



If the designated contact changes (see Annexure 1) during the course of this Memorandum, it is agreed that a replacement will be substituted and contact details forwarded immediately to the other Party.

6. Confidential Information and Intellectual Property

Any and all Confidential and Intellectual Property Information, as defined, given or made known to the parties as a result of this Memorandum shall be treated as strictly confidential.

The ownership of background intellectual property existing prior to the commencement of the Memorandum will be and remains unaffected hereby.

The rights of ownership of foreground intellectual property arising from a specific project under this Memorandum will be negotiated in a separate agreement for each project undertaken.

7 COPYRIGHT

iThemba LABS may not make unauthorized use of the CPUT name, logotypes, or kite marks, on any advertising or promotion during the terms of this Memorandum.

All rights, title and interest in copyright and all other materials supplied by iThemba Labs shall, together with any improvements or modifications, at all times remain vested with iThemba LABS.

CPUT may not make unauthorized use of the iThemba LABS name, logotypes, or kite marks, on any advertising or promotion during the terms of this Memorandum.

All right, title and interest in copyright and all other materials supplied by CPUT shall, together with any improvements or modifications, at all times remain vested with CPUT.

8 SETTLEMENT OF DISPUTE

Any disputes between the Parties arising out of the interpretation or implementation of the Memorandum shall be settled amicably through consultation or negotiation between the Parties.

9 FORCE MAJEURE

Neither party will be liable for failure to perform its obligations under this Memorandum if

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such failure results from circumstances which could not have been contemplated and which are beyond the Parties' reasonable control.

10 NON-EXCLUSIVITY

This proposal will not hinder the collaboration which already exists or will be established in the future by either party with a third party.

11 NO PARTNERSHIP

Nothing in this Memorandum is intended to create, or be deemed to create, a partnership, or the relation of employer and employee between the Parties.

12 NOTICES

12.1. Any notice given in terms of this MoU shall be in writing and shall:

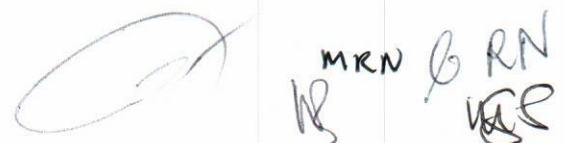
- 12.1.1. where delivered by hand be presumed, until the contrary is proved, to have been duly received by the addressee on the date of delivery;
- 12.1.2. where posted by prepaid registered post, be presumed, until the contrary is proved, to have been received by the addressee on the 7th (seventh) day following the date of such posting.
- 12.1.3. if transmitted by facsimile be presumed, until the contrary is proven, to have been received by the addressee 1 (one) day after successful dispatch.

13. DOMICILIA

13.1. The Parties choose as their domicilia citandi et executandi their respective physical addresses set out or referred to in this clause for all purposes arising out of, or in connection with this MoU at which addresses all processes and notices arising out of or in connection with this MoU, its breach or termination may validly be served upon or delivered to the parties.

13.2. For the purposes of this MoU, the Parties' respective addresses shall be:

- 13.2.1. iThemba Laboratory for Accelerator Based Science, South Africa:
Physical Address: Old Faure Road, Faure
Postal Address: PO Box 722, Somerset West, 7129
Tel/fax No: 021 843 1000 / 3525
- 13.2.2. Cape Peninsula University of Technology:
Physical Address: Symphony Way (off Modderdam Road),
Bellville, 7530

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Postal Address: PO Box 1906, Bellville, 7535
Tel/fax No: 021 959 6925/ 021 959 6117

Or at such other address which the Party concerned may notify the other in writing provided that a physical address not being a poste restante is included in such notice.

SIGNED by

duly authorized for and on behalf

ITHEMBA LABS

CPUT

Signature: pp M. R. Nchodun

Signature: 

Name: Dr Faïçal Azaiez
Title: Managing Director of
iThemba LABS

Name: Prof Marshall Sheldon
Title: Deputy Vice-Chancellor:
Research, Technology
Innovation and Partnerships

Date: 03 August 2018

Date: 14 Aug 2018

As witnesses:

As witnesses:

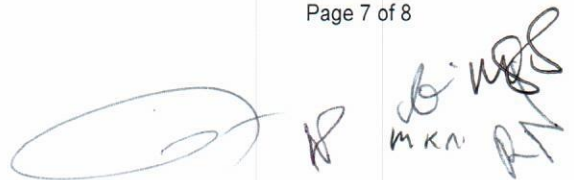
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Signed at 03-08-2018 this 3rd day of August 2018



ANNEXURE 1

ADMINISTRATION OF PROGRAM AND CONTACT INFORMATION

iThemba For purposes of day-to-day management of the program, nomination of participants and other administrative activities, the following shall serve as the **iThemba** contact:

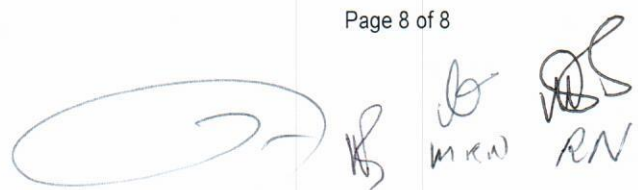
Prof Malik Maaza

iThemba LABS
Old Faure Road
Faure
Email: maaza@tlabs.ac.za

CPUT For purposes of day-to-day management of the program, nomination of participants and other administrative activities, the following shall serve as the **CPUT** contact:

Dr. Robert VAN ZYL

Department of Electrical Engineering
Bellville Campus
CPUT
Symphony Road
Bellville
7530 South Africa
Email: vanzylr@cput.ac.za

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