



COMMUNITY ENGAGEMENT TERMS AND CONDITIONS

1. DURATION

- 1.1 This Agreement shall commence on the date on which the Application is approved in writing by UJ (being the “**Effective Date**”) and shall continue for 1 (one) year from the Effective Date.
- 1.2 Notwithstanding clause 1.1 above, UJ may terminate this Agreement at any time on 1 (one) month’s written notice to the CBO.

2. WARRANTIES AND UNDERTAKINGS

The CBO warrants, undertakes and represents in favour of UJ that:

- 2.1 it is fully experienced, organised, and licensed to be able to participate in the Community Engagement Collaboration and has the necessary skills to do so.
- 2.2 it shall comply with all applicable laws at all times during the term of this Agreement, including without limitation, the Prevention and Combatting of Corrupt Activities Act of 2007 (PRECCA).
- 2.3 it will not use any trademarks, brands or other intellectual property belonging or licensed to UJ in any way without the prior written consent of UJ.
- 2.4 it will comply with any reasonable instructions provided by UJ from time to time; and
- 2.5 it will not do anything or omit to do anything which could pose a reputational risk to UJ or be detrimental to UJ in any way.

3. INTELLECTUAL PROPERTY

- 3.1 All intellectual property owned or licensed by a party prior to the commencement of the Community Engagement Collaboration (“**Background Intellectual Property**”) shall remain vested in that party and nothing in this Agreement grants the other party any rights to such Background Intellectual Property.
- 3.2 All intellectual property created by UJ pursuant to the Community Engagement Collaboration shall belong to UJ. All intellectual property created by the CBO pursuant to the Community Engagement Collaboration shall belong to the CBO.
- 3.3 Should UJ and the CBO jointly create any intellectual property pursuant to the Community Engagement Collaboration, UJ and the CBO shall jointly own such intellectual property and shall, if required, enter into a separate agreement in regard to the use, enjoyment and commercialisation of such jointly owned intellectual property.

4. BREACH

If either party commits a breach of this Agreement and/or fails to comply with any of the provisions of this Agreement (“the Defaulting Party”), then the other party (“the Aggrieved Party”) shall be entitled to give the Defaulting Party 7 (seven) days’ notice in writing to remedy such breach and/or failure, and if the Defaulting Party fails to comply with such notice then the Aggrieved Party shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Aggrieved Party may have in law, including the

right to claim damages to (a) cancel this Agreement; or (b) claim immediate performance and/or payment of all the Defaulting Party's obligations.

5. DISPUTE RESOLUTION

5.1 Should any dispute arise between the parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

- (a) the interpretation or performance of any of the terms;
- (b) any of the Parties' rights and obligations;
- (c) any procedure to be followed;
- (d) the termination of this agreement; or
- (e) the rectification of this agreement,

then the parties shall endeavour to resolve the dispute first by way of negotiation.

5.2 This entails one of the Parties inviting the other or others in writing to meet and to attempt to resolve the dispute within 14 days from the date of written invitation.

5.3 If the dispute has not been resolved by negotiation within 14 days of the commencement thereof by agreement between the Parties, then the Parties shall:

- (a) submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa ("AFSA"), upon such terms as agreed between the Parties and the Secretariat of AFSA; and
- (b) failing agreement as aforesaid, within 14 days, the Parties shall refer the dispute to arbitration as provided in this clause.

5.4 The arbitration shall be in accordance with the Rules of the Arbitration Foundation of South Africa (AFSA) and shall take place in Johannesburg.

5.5 There shall be one arbitrator who shall be an advocate with at least 5 years' experience:

5.6 The appointment of an arbitrator shall be agreed upon between the parties, but failing agreement between the parties within a period of 14 (fourteen) days after arbitration has been demanded, either of the parties shall be entitled to request the chairperson of the Arbitration Foundation of South Africa to make the appointment who, in making his appointment, shall have regard to the nature of the dispute.

5.7 The parties shall share the costs of arbitration equally in the absence of a cost order made by the arbitrator.

6. INDEMNITY

The CBO hereby indemnifies and holds UJ harmless against losses, liabilities, costs, expenses, fines, penalties, damages and claims, and all related costs and expenses (including legal fees on the scale as between attorney-and-own-client) which UJ and/or its officers and employees may suffer or incur arising from or attributable to: (a) any acts or omissions of the CBO, its employees, agents or sub-contractors in relation to this Agreement; or (b) any breach by the CBO of this Agreement.

7. CONFIDENTIALITY

7.1 Each party agrees that the confidential information of the other party will be held in confidence to the same extent and the same manner as each party protects its own confidential information, but each party agrees that in no event will less than reasonable care be used.

7.2 Each party shall, however, be permitted to disclose relevant aspects of such confidential information to its officers, employees and consultants on a need-to-know basis, provided that they have undertaken to protect the confidential information to the same extent as required under this Agreement.

8. USE OF SUB-CONTRACTORS

8.1 The CBO shall not cede, assign or delegate its rights and/or obligations in terms of this Agreement to sub-contractors or agents, unless so authorised by UJ in writing.

8.2 Should the CBO employ the services of a sub-contractor or an agent to assist with performing its obligations under this Agreement, with UJ's prior written consent, then the CBO shall be liable for all acts and omissions of any such sub-contractor or agent and shall be responsible for any payment due to any such sub-contractor or agent.

9. RELATIONSHIP OF THE PARTIES

9.1 The relationship of the parties, inter se, shall be governed by the terms of this Agreement and nothing contained herein shall be deemed to constitute a partnership, joint venture or the like between them nor to constitute one party the agent of the others for any purpose. No party shall by reason of the actions of any of the other parties incur any personal liability as a co-partner to any third party and no party shall be entitled to authorise, represent or to hold out to any third party that the relationship between the parties is that of a partnership, joint venture or the like as aforesaid.

9.2 Notwithstanding the provisions of clause 9.1, the CBO shall act towards UJ with the utmost good faith.

10. DOMICILIA AND NOTICES

10.1 The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of notices or other document communication of whatsoever, the address listed in the Application.

10.2 A party may change its domicilium or its address for the purposes of notices to any other physical address in the Republic of South Africa by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

10.3 All notices to be given in terms of this Agreement will be given in writing, in English and will be delivered during business hours and bear an acknowledgement of receipt, after which it will be presumed to have been received on the next business day following the date of delivery.

10.4 Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

10.5 The parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via email.

11. DATA PROTECTION

11.1 Each party undertakes to, and shall procure that any of its data operators, agents and contractors comply with the relevant and applicable data protection legislation and regulations, including but not limited to the Protection of Personal Information Act 4 of 2013 and its regulations ("POPIA") in connection with the performance of its obligations and exercise of its rights under this Agreement.

11.2 Without prejudice to the foregoing, with respect to any processing of Personal Information (as defined in POPIA) under this Agreement, each Party shall take appropriate technical and organisational

security measures against unauthorised or unlawful processing of Personal Information supplied to it by another Party to this Agreement, and against accidental loss or destruction of, or damage to, that Personal Information in accordance with Condition Seven as set out in the Protection of Personal Information Act 4 of 2013.

11.3 Each party shall promptly inform the other of any actual or suspected unauthorised access, use or other abuse of the Personal Information and/or any information technology systems relating thereto ("Unauthorised Use") of which it or any of its contractors becomes aware.

11.4 Each party shall at its own cost provide at the other party's request all reasonable assistance to the requesting Party in relation to the preparation and presentation of the relevant information to the Regulator, or as otherwise required by the applicable legislation for the purpose of prosecuting those individuals responsible for an incident of Unauthorised Use for any legal actions that the requesting Party may bring against third Parties responsible for an incident of Unauthorised Use or to co-operate with any inquiry from any regulator or authority.

11.5 The CBO hereby indemnifies UJ in respect of all losses, claims, damages, costs, expenses, fines and penalties arising from and in connection with a breach by the CBO (including its staff, sub-contractors and agents) of this clause 11.

12. FORCE MAJEURE

12.1 If either party is prevented, whether in whole or in part, from performing any of its duties, functions or obligations under this agreement, whether timeously or at all, due to an act of God (which for the purposes hereof shall mean war, political riots, civil commotions, insurrection, sabotage, legal prohibitions or restrictions), then such failure shall not constitute a breach under this document, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the service provider shall use its best endeavours to minimise any delay occasioned thereby.

12.2 In order to qualify for the protection under the above clause, the party providing a service / or who is prevented from performing in terms of this contract, shall forthwith upon the happening or anticipation of the happening of such event notify the other party thereof and furnish that party with full particulars of the nature and cause of the prevention or expected prevention and the anticipated extent and duration thereof and shall at all times keep that party informed as to the position prevailing from time to time, in order to enable that party to take all such steps as it may consider necessary to protect its interests and reduce any loss or inconvenience to itself or others including, but not limited to, the right to appoint any other service provider(s) to render the services or any aspect thereof.

12.3 Notwithstanding anything to the contrary contained or implied in this clause, should such delay endure for a period of 3 (three) months or more, then the aggrieved party shall be entitled, but not obliged, to cancel this agreement on written notice to the other party to such effect and that party shall not have any claim against the aggrieved party arising there from.

13. ENTIRE CONTRACT

This Agreement constitutes the whole of the agreement between the parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the parties.

14. NON-VARIATION

No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless recorded in a written document and signed by or on behalf of the duly authorized representatives of all the parties to this Agreement. For the purposes of this clause, a "written document" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention.

15. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by the party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. CESSION AND ASSIGNMENT

Neither party is entitled without the prior written consent of the other Party to cede all or any part of its rights in terms of the agreement to any person, assign all or any part of its obligations in terms of the agreement to any person, or subcontract with any other person to perform all or any part of its obligations in terms of the agreement.

17. INDULGENCE

No indulgence or relaxation of rights granted by a Party to the Agreement to the other Party shall be prejudicial to or constitute a waiver of such Party's rights under the Agreement or at law, and any waiver of rights by a Party to the Agreement shall not be construed as such unless such waiver is in writing and signed by the Parties.

18. ACCESS CONTROL AND PARKING

- 18.1 UJ has certain access control and parking measures in place to ensure safe access to its premises, which may include sporadic searches of vehicles.
- 18.2 The CBO and its employees, sub-contractors and agents will at all times adhere to UJ's policies and procedures pertaining to access control and parking.
- 18.3 Save for the UJ's negligence and/or wilful misconduct, UJ and the persons for whose conduct it is responsible will not be held liable for any loss, damage or destruction of any vehicles of any Person entering the campuses of UJ.
- 18.4 The CBO hereby indemnifies UJ against any claims of such nature instituted against UJ arising from or connected to the CBO's access to UJ's premises, provided that this exemption of liability and indemnity will not apply in the case of gross negligence on the part UJ.

18.5 The CBO, its employees, agents and sub-contractors enter the premises of UJ at their own risk, which includes the use of the parking areas.

19. INSURANCE

The CBO shall for the continued duration of this Agreement, have and maintain sufficient insurance to cover its obligations and liabilities under this Agreement. The terms of any insurance or the amount of cover shall not relieve the affected Party of any liabilities under this Agreement.

20. GOVERNING LAW AND JURISDICTION

20.1 The law of the Republic of South Africa shall govern the interpretation of the Agreement.

20.2 If any legal proceedings arise from the provisions of the Agreement, the parties submit to the jurisdiction of the courts of the Republic of South Africa.