

**GRANT FUNDING AGREEMENT
RESEARCH PROJECTS**

Entered into between

The South African Veterinary Foundation

(“SAVF”)

and

(the “Grant Recipient”)

and

(the “ Supervisor”)

1. PARTIES

1.1. **The South African Veterinary Foundation NPO, (herein after referred to as “SAVF”)** a not for profit company with registration number 1984/003967/08 and fund raising number 022002390002, and registered in terms of the Companies Act, with its principal place of business at 47 Gemsbok Avenue, Monument Park, Pretoria and herein represented by _____ in his/her capacity as _____ and duly authorised thereto.

1.2. _____,
(herein after referred to as the “Grant Recipient”) an adult male/female (delete which is not applicable) with identity number _____ and residing at _____,
_____ ,
who would receive the grant funding for the research project.

1.3. _____,
(herein after referred to as the “Supervisor”) an adult male/female (delete which is not applicable) with identity number _____ and residing at _____,
_____ ,
who will act of supervisor on the research project and who with his/her signature to this Agreement binds him/herself as co-principal debtor in solidum with the Grant Receipt for the for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Grant Recipient to the SAVF in terms of this Agreement.

2. RESEARCH PROJECT

2.1. The research project for which the grant funding is made available is:

3. DEFINITIONS

3.1. The headings to the clauses, schedules and annexures of the Agreement are for reference purposes only and shall in no way govern or affect the interpretation of

nor modify nor amplify the terms of the Agreement nor any clause, schedule or annexure thereof.

- 3.2. Unless the context indicates otherwise, the words and expressions set out below shall bear the following meanings and cognate expressions shall bear corresponding meanings:
- 3.2.1. "The Agreement" means this document and all the provisions contained therein and includes any schedule or any attachment to this Agreement;
- 3.2.2. "Board" means the Board of directors of the SAVF;
- 3.2.3. "Business day" means a calendar day, but excludes Saturdays, Sundays and public holidays;
- 3.2.4. "Companies Act" means the Companies Act, 71 of 2008, as amended;
- 3.2.5. "Grant" means the research funding grant as set out in clause 6;
- 3.2.6. "Peer Reviewed Journal" means, a peer-reviewed journal on the ISI list of journals for consideration of publication". (See the ISI Web of Knowledge website: <http://admin-apps.webofknowledge.com/JCR/JCR>);
- 3.2.7. "Provider" means such entities to which payment is made in the furtherance of the purposes and objectives of the research project, as approved in the research project budget;
- 3.2.8. "Research project" shall mean the project as identified in clause 2;
- 3.2.9. "Scientific Articles" means an article based on the primary objectives of and the findings of the research project with a format and content complying with a standard required for publication in a peer reviewed journal; and
- 3.2.10. "Supervisor" means the supervisor, study leader or promoter required by and nominated by the tertiary institution at which the Grant Recipient is undertaking his/her studies or research and who by his/her signature to this Agreement binds him/herself as co-principal debtor in solidum with the Grant Recipient for the repayment of any funding paid by the SAVF in terms of this Agreement, should the repayment be due and demanded by the SAVF in terms of the Agreement.

4. INTERPRETATION

- 4.1. Any reference in the Agreement to:

- 4.1.1. a “clause” shall, subject to any contrary indication, be construed as a reference to a clause hereof;
- 4.1.2. a “Schedule” or “Annexure” shall, subject to any contrary indication, be construed as a reference to a schedule or annexure hereof;
- 4.2. Unless inconsistent with the context or save where the contrary is expressly indicated:
 - 4.2.1. when any number of days is prescribed in the Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the subsequent Business Day;
 - 4.2.2. in the event that the day for payment of any amount due in terms of the Agreement should fall on a day which is not a Business Day, the relevant day for payment shall be the subsequent Business Day;
 - 4.2.3. in the event that the day for performance of any obligation to be performed in terms of the Agreement should fall on a day which is not a Business Day, the relevant day for performance shall be the subsequent Business Day;
 - 4.2.4. no provision of the Agreement constitutes a stipulation for the benefit of any person who is not a party to the Agreement;
 - 4.2.5. with regard to gender in the rest of this document:
 - 4.2.5.1. any one gender includes the other genders;
 - 4.2.5.2. a natural person includes an artificial person and vice versa;
 - 4.2.5.3. the singular includes the plural and vice versa.
- 4.3. The schedules or annexures (if any) to the Agreement form an integral part thereof and words and expressions defined in the Agreement shall bear, unless the context otherwise requires, the same meaning in such schedules or annexures. To the extent that there is any conflict between the schedules or annexures to the Agreement and the provisions of the Agreement, the provisions of the Agreement shall prevail.
- 4.4. The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the party responsible for the drafting thereof, shall not apply in the interpretation of the Agreement.
- 4.5. The expiration or termination of the Agreement shall not affect such of the provisions of the Agreement as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have effect

after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

- 4.6. The use of any expression in the Agreement covering a process available under South African law such as winding-up (without limitation *eiusdem generis*) shall, if any of the parties to the Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 4.7. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 4.8. To the extent that any clause or part thereof is inconsistent with any legislation, regulation or the like, this Agreement shall not be declared invalid for that reason, but the offending clause or part thereof shall be struck off from the Agreement to the extent necessary and the remainder of the clause and the agreement shall be binding on the parties

5. INTRODUCTION

- 5.1. SAVF is a not for profit company with the objectives to:
 - 5.1.1. raise money to promote a greater understanding of animals by means of research and an informed public;
 - 5.1.2. promote and advance Veterinary and other Biological Sciences in all their aspects. This includes supporting veterinary research at all levels, to fund bursaries and loans for veterinary studies and to invest and administer various financial portfolios in order to promote the knowledge, image and status of the Veterinary and Para veterinary Professions and practice within Southern Africa resulting in improved quality of life for animal and man; and
 - 5.1.3. promote and take care of animal welfare ethics.
- 5.2. The Grant Recipient is desirous to embark on a Research Project as set out in Clause 2 for which he/she requires funding. The Grant Recipient has applied for and has conditionally been awarded a Grant in terms of the conditions specified in this Agreement.

6. GRANT

- 6.1. The SAVF hereby awards a grant in the amount of R _____ (_____) to the Grant Recipient on the conditions set out in this Agreement.
- 6.2. The Grant Recipient hereby accepts the grant for the purposes it was awarded in terms of this Agreement and undertakes to comply with his/her responsibilities as set out in this Agreement.

7. DUTIES OF SAVF

- 7.1. The SAVF will pay the grant funding to the Grant Recipient in terms of the requirements of this Agreement.
- 7.2. The SAVF will appoint a representative to whom the Grant Recipient will report and with whom the Grant Recipient will liaise in terms of the requirements of this Agreement.

8. DUTIES OF THE GRANT RECIPIENT

- 8.1 The Grant Recipient shall supply written proof in the format required by the SAVF that he/she:
- 8.1.1. Is a registered student at an tertiary institution or a researcher at or affiliated with a recognised facility as approved by the SAVF from time to time; and
 - 8.1.2. Has received approval from the Research and Ethics Committees of the relevant tertiary institution referred to in clause 8.1.1 for the research project.
- 8.2. No grant or funding will be paid out to any service or product provider providing services or products to the Grant Recipient until such time as h/she has complied with the requirements of the 8.1.
- 8.3. The Grant Recipient shall be obliged to commence or continue the research project in terms of this Agreement and complete the project to a stage where he/she would qualify to graduate in terms of the requirements of the tertiary institution that approved the research project or until justifiable findings, that would successfully pass reasonable scrutiny of the veterinary scientific community, are ready for publication.
- 8.4. The Grant Recipient shall provide written 6-monthly progress reports on the research project to the SAVF. The reports will be provided to a representative of the SAVF as appointed by the Board for that purpose as per 7.2. The first report

- shall be submitted within 6 (six) months from the date that this Agreement is signed. On request the report shall include photographs of work done.
- 8.5. The Grant Recipient shall present the findings of the research project at the occasion of at least one Congress of the South African Veterinary Association or any such similar South African organisation.
 - 8.6. The Grant Recipient will be obliged to acknowledge the funding received for the purposes of the research project during such presentation, by reference thereto in writing in the PowerPoint slides used, or if no such slides are used, in any other visual presentation or other documentation made available or distributed to the attendees.
 - 8.7. The Grant Recipient shall be obliged to submit a scientific article based on the primary objectives and findings of the research project to a peer-reviewed journal on the ISI list of journals for consideration of publication. The SAVF encourages the Grant Recipient to submit the scientific article for publication to the Journal of the South African Veterinary Association or similar South African journal. It is required that acknowledgment shall be given to the South African Veterinary Foundation as the provider financial assistance at the end of the scientific article.
 - 8.8. The SAVF must be notified in writing, prior to submission of the article, of the journal selected. The deadline for submission of the article is within 3 years of initiation of the research project, or within 6 months of graduation, whichever occurs first. Submission of the article to the Journal of the South African Veterinary Association is encouraged, but not a prerequisite.
 - 8.9. If the research results are not accepted for publication by a peer-reviewed journal, the Grant Recipient is required to submit a written report within 10 business days from the date that it came to his attention that the article was not selected, to the SAVF with his/her report of the findings of the research undertaken. The article may then be submitted to another suitable journal. The SAVF shall in its sole discretion decide whether the repayment of the grant funding shall be waived, or whether to demand repayment of the funding if the second submission is also unsuccessful.
 - 8.10. The Grant Recipient shall acknowledge that the SAVF provided financial assistance that made it possible for the Grant Recipient to conduct the research project.
 - 8.11. The Grant Recipient shall submit a scientific article to a peer-reviewed journal within a period of 3 (three) years from the signing on this Agreement or within a period of 6 (six) months of graduation for the degree for which the Grant Recipient was registered, whichever event occurs first.
 - 8.12. The Grant Recipient shall submit an electronic version including a Summary of key aspects of the research project to the SAVF on completion of the project.

These images may be published on the SAVF website and by signing this agreement the researcher waives all rights to these images.

- 8.13. Should the scope, or any other aspect, of the research project change during the course of the project, the Grant Recipient shall immediately, and in writing, report such change to the Board for consideration. The SAVF reserves its rights to terminate further funding should the research project after such change no longer comply with the research requirements of the SAVF and in addition require the Grant Recipient to repay the funding received.
- 8.14. The Grant Recipient shall :
 - 8.14.1. Comply with acceptable scientific research methodology and shall take scientific responsibility for the research to be undertaken, including its objectives and the methodology outlined in the application for funding and in this Agreement.
 - 8.14.2. Devote the necessary time to the research project in compliance with the Agreement so as to achieve the project's stated aims and objectives within a three year period.
 - 8.14.3. Protect the intellectual property generated by the research done by him/her appropriately and exploit same for the benefit of South Africa.
 - 8.14.4. Shall maintain the highest ethical and safety standards in conducting the research, particularly when human and animal subjects are involved.
 - 8.14.5. Shall comply with all relevant legislation, regulations and procedures in this regard, including those of the tertiary institution at which the research is carried out.
- 8.15. The Grant Recipient appointed shall ensure that he/she receive adequate supervisory support from the Promoter to undertake the research Where required by the regulations of the relevant tertiary institution.
- 8.16. The Grant Recipient undertakes not to use the grant funding for any purpose other than such purposes anticipated in and inherent to this Agreement.
- 8.17. Failure by the Grant Recipient to comply with any of his/her obligations or duties in terms of this Agreement, may lead to the suspension or termination of the research grant.

9. PAYMENT

- 9.1. No funding shall be paid to the Grant Recipient or the Supervisor. Funding will be paid directly into account of Providers which provided products or services to the Grant Recipient in terms of the funding application and this Agreement, and in terms of the approved research project budget.

- 9.2. The SAVF will pay invoices pertaining to the research, to the full amount of the grant, and only on presentation of an invoice (s).

10. INDEMNITY

- 10.1. The Grant Recipient hereby indemnifies and holds harmless the SAVF, its directors, employees, officials, agents or representatives, from and against any loss or damage suffered or liability incurred in respect of any event or any act or failure of the Grant Recipient, which arises from, as a result of or in relation to this Agreement. The Grant Recipient undertakes to pay to the SAVF, on demand, any amount representing the loss or damage or any legal costs incurred as a result of damage or loss suffered by any person from, as a result of or in relation to this Agreement.
- 10.2. The Grant Recipient agrees that a certificate issued by the SAVF and signed by a director of the SAVF will be *prima facie* proof of the amount due by the Grant Recipient to the SAVF in terms of this clause.

11. TERMINATION

- 11.1. Should the Grant Recipient be unable to complete the research project, the Grant Recipient shall inform the SAVF by written notice within 5 (five) Business Days from the date that such decision is made/ or the possibility could reasonably have been foreseen, of the anticipated termination of the research project.
- 11.2. The Grant Recipient shall state in such notice, the reasons for the anticipated termination of the research project and attach an updated project report to the notice.
- 11.3. The SAVF, in its sole discretion, may require the Grant Recipient to refund all grant funding paid in terms of this Agreement.

12. REPAYMENT OF GRANT FUNDING

- 12.1. Should the SAVF at time in terms of this Agreement require the Grant Recipient to repay any grant funding paid to him/her, the Grant Recipient hereby agrees to repay such funding on demand and over a period of no more than 24 (twenty four) months from the date of the demand. The Grant Recipient further agrees that the capital amount shall accrue interest at the prime interest rate charged by ABSA Bank to its customers plus 2% (two per centum) per annum, the interest to be calculated daily and capitalised monthly.

13. BREACH

13.1. Except if stated otherwise in this Agreement, if either of the parties (“the defaulting Party”) fails to take steps reasonably satisfactory to the other party (“the aggrieved Party”) to remedy the breach of any of the defaulting party’s obligations under this Agreement within a period of 5 (five) Business Days of receiving a notice from the aggrieved party specifying the nature of the breach and calling for it to be remedied, the aggrieved party shall be entitled, without prejudice to any other remedies available to it under this Agreement or in law, to terminate this Agreement at which time all monies provided through this Grant shall be immediately become due and repayable to the South African Veterinary Foundation.

14. NOTICE AND DOMICILIUM

14.1. For the purpose of the Agreement, and as chosen *domicilium citandi and executandi* the Parties’ respective addresses will be:

14.1.1. SAVF

Telefax: _____

Electronic mail: _____

14.1.2. Grant Recipient

Telefax: _____

Electronic mail: _____

14.1.3 Supervisor

Telefax: _____

Electronic mail: _____

14.2. Any notice given, or other documents sent in terms of the Agreement, will be in writing and will-

14.2.1. if delivered by hand deemed to have been duly received by the addressee on the first business day after the date of delivery;

14.2.2. if posted by prepaid registered post deemed to have been received by the addressee on the 7th business day following the date of such posting;

14.2.3. in the case of a facsimile or electronic mail, such notice will be deemed to have been received on the date appearing on the facsimile transmission or electronic mail report.

14.3. Notwithstanding anything to the contrary contained in the Agreement, a written notice or communication actually received by one of the parties from the other shall be adequate written notice of communication to such a party.

15. GENERAL

15.1. Remedies: Subject to the specific limitations set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive

of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any 1 (one) or more remedy by either of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

- 15.2. Waiver: No latitude or extension of time which may be allowed by the SAVF to the Grant Recipient in respect of any obligation or duty of the Grant Recipient as contained in this Agreement or relating to any other matter which the Grant Recipient is bound to perform or observe shall under any circumstances be deemed to be a waiver of the SAVF's rights at any time and the SAVF shall be entitled to require strict and punctual compliance with each and every provision.
- 15.3. Entire Agreement: This Agreement, any schedules and documents annexed hereto or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- 15.4. Assignment: Neither party may cede, assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 15.5. Counterparts: This Agreement may be signed in counterparts, each of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart.
- 15.6. Good Faith: Each of the Parties undertakes with the other to do all things reasonably within its power, which are necessary or desirable to give effect to the spirit and intent of this Agreement.
- 15.7. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

16. STATUTORY INFORMATION

In terms of the Regulations promulgated on 31 May 2006 in terms of National Credit Act of 2005, the SAVF discloses the following information:

- 16.1. Complaint to the National Credit Regulator ("the Regulator")
- 16.1.1. Should the Grant Recipient or the Supervisor believe that The SAVF has contravened the National Credit Act, either or both may submit a complaint to the Regulator.

16.1.2. Any such complaint must be submitted in the form and manner referred to in Regulation 50.

16.2. Alternative Dispute Resolution

16.2.1. The Grant Recipient and/or the Supervisor may alternatively refer an alleged contravention of the National Credit Act by the SAVF to either:

16.2.1.1. A consumer court as defined in section 1 of the National Credit Act; or

16.2.1.2. An alternative dispute resolution agent as contemplated in section 134(1)(b)(ii) of the National Credit Act, for conciliation, mediation or arbitration.

16.3. Application to Tribunal

16.3.1. Should the Grant Recipient and/or the Supervisor not succeed, by way of the alternative dispute mechanism set out above, in resolving any dispute with the SAVF concerning an alleged contravention of the National Credit Act, either or both may apply for appropriate relief to the National Consumer Tribunal established in terms of section 26 of the National Credit Act ("the Tribunal").

16.4. Over-indebtedness

16.4.1. The Grant Recipient and/or the Supervisor is entitled to apply to a debt counsellor to be declared over-indebted.

16.4.2. Any such application must be made in the manner set out in Regulation 24 of the National Credit Act.

16.5. Contact Details of the Regulator

The Regulator may be contacted at:

16.5.1. Telephone: 0860 627 627

16.5.2. Fax: 011 554 2860

16.5.3. Website: www.ncr.org.za

Signed at _____ this ____ day of _____ 20 ____

For: SAVF
Duly authorised

Full Names

Capacity

AS WITNESSES:

Full Names

Signature

Full Names

Signature

Signed at _____ this ____ day of _____ 20 ____

Grant Recipient

Full Names

AS WITNESSES:

Full Names

Signature

Full Names

Signature

Signed at _____ this ____ day of _____ 20 ____

Supervisor as co-principle debtor in
solidum with the Grant Recipient

Full Names

AS WITNESSES:

Full Names

Signature

Full Names

Signature