

Confidential

Executive Memo

SUBMISSION TO EXCO

FROM:	
Innovation & Impact	x
Research, Development & Innovation	x
Finance	
Corporate Services	

VIA:	
TechManco	
ManCo	
TopCo	X
EXCO Direct	

Date of TopCo Meeting	15 Aug 2023
Date of EXCO Meeting	

For Approval		For Noting	
EXCO	x	EXCO	

SUBJECT: Request for approval to advertise Terms of Reference (ToR) to implement Old Mutual and WRC partnership agreement

1. Purpose:

To seek approval to proceed with the call for proposals for a project to demonstrate climate resilience in four (4) rural schools with limited water availability by enhancing food and nutrition security through innovation and science transfer.

2. Background:

The WRC has signed a Memorandum of Agreement (MoA) with Old Mutual (Annexure A) to jointly implement projects to address areas of common interest linked to agriculture, water efficiency, youth, low-income households and schools.

The WRC in partnership with the Old Mutual Foundation has drafted a call to demonstrate climate resilience in four (4) rural schools with limited water availability by enhancing food and nutrition security through innovation and science transfer. The overall objective of the 12-month demonstration will be to build resilience amongst rural youth and their communities and enhance nutrition and food security using collaboration, co-learning, science and innovation (see annexure B).

3. Discussion / Motivation:

The prevalence of under-nutrition in children, especially in rural areas and disadvantaged communities such as those living in informal settlements, both in the rural and urban communities is very high. The WRC has partnered with the Old Mutual Foundation in a project that aims to build resilience at schools and enhance food productivity and nutrition security in disadvantaged schools. This will be done through establishing water-wise gardens in selected rural schools.

This demonstration project will contribute to outcome 3, and 4 as the ToR integrates knowledge and innovation transfer to youth, communities and institutions. If uptake from the demonstrations can be






increased through institutions and private sector, then it will also contribute to outcome 5 (resilience and adaptation).




The ToR with a total budget of **R 2 500 000.00** will be jointly funded (50:50) by the WRC and the Old mutual Foundation, for 12 Months. The project will be implemented in four (4) rural schools selected by the Old Mutual Humanitarian and Disaster Risk Reduction Portfolio. These schools are:

- Limpopo: Makhado LM- Divhani Village - Divhani Primary School
- Free State: Kopanong LM- Jagersfontein - Boarammelo Combined School
- Mpumalanga: Thembisile Hani LM- Kwaggafontein A - Thandanani Primary School
- Eastern cape: Mnquma LM-Qolweni Village - Mxaka Primary School

4. Conclusion:

As per SOP approval is being sought by the GE: RDI to proceed advertising the attached ToR and invite proposals for researchers / innovators.

Levy		Leverage		Levy + Leverage	
Budget available:	Yes/No		KSA: 4		
Submission by:					
Name		Signature: <u></u> samkelisiwe hlophe-Ginindza (Aug 23, 2023 09:49 GMT+2)			
		Date: <u>Aug 23, 2023</u>			
Recommended by/Noted by ManCo/TechManco		Conditions / Comments:			
		Signature: <u></u>			
		Date: <u>Aug 23, 2023</u>			
Recommended/Noted by TopCo		Conditions / Comments:			
		Signature: <u></u> Valerie Naidoo (Aug 23, 2023 13:12 GMT+2)			
		Date: <u>Aug 23, 2023</u>			
APPROVED/NOTED BY GE: RDI		Conditions / Comments:			
		Signature: <u></u>			
		Date: <u>Aug 23, 2023</u>			
APPROVED/NOTED BY EXCO		Conditions / Comments			
		Signature: <u></u>			
		Date: <u>Aug 31, 2023</u>			

NO	HEAD OF BRANCH	DECISION (INDICATE CHOSEN BLOCK)		SIGNATURE	DATE
1	M Msibi Group Executive: Knowledge & Impact	NOTED			Aug 23, 2023
		APPROVED			
		NOT APPROVED			
2	F Ismail Chief Financial Officer	NOTED			23 August 2023
		APPROVED			
		NOT APPROVED			
3	J Molwantwa Chief Executive Officer (CEO)	NOTED			31.08.23
		APPROVED			
		NOT APPROVED			
Upon obtaining all signatures deliver to: COMPLIANCE: N NKWENKWEZI		EXECUTIVE RECORD			



TERMS OF REFERENCE FOR A SOLICITED PROJECT

KEY STRATEGIC AREA 4	: Water Utilisation in Agriculture
THRUST 3	: Water Utilisation for Poverty Reduction and Wealth Creation in Agriculture
PROGRAMME 1	: Sustainable water-based agricultural activities in rural communities

TITLE: Demonstrating climate resilience in four (4) rural schools with limited water availability by enhancing food and nutrition security through innovation and science transfer.

Overall aim: To build resilience amongst rural youth and enhance nutrition and food security using collaboration, co-learning, science and innovation.

- 2.2.3 Jointly launching of calls and co-funding of research topics of interest based on peri-urban agriculture, climate change and disaster risk reduction.
- 2.2.4 The WRC to share the list of schools supported under gardening initiatives.
- 2.2.5 Jointly explore establishment of a mutually beneficial relationship with relevant stakeholders on low-income housing water and sanitation initiatives.
- 2.2.6 Collaborate on youth and women empowerment initiatives and capacity building.

The overall objective of the project is to address food and water security and malnutrition in school going children through reintroduction of underutilised nutrient dense indigenous crops and active the participation of communities that reside around the schools in order to improve vegetable accessibility to the school feeding programme.

Specific aims

- To establish baselines at four (4) schools on nutrition, water availability and food insecurity at school and household level through surveys and focus groups
- To design and establish context specific food gardens in four selected rural primary schools in collaboration with the principal, school children and parents and school governing bodies.
- To establish the school gardens using smart and climate resilient agricultural practices and simple and innovative tools and technologies that enhances nutrition and food and water security such as use of indigenous crops, simple irrigation and establishment of nurseries for sustainability.
- To establish and maintain the school gardens through co-creation and co-learning, school engagement and on-site training to transfer skills to the children and communities.
- To assess and provide guidance on how the knowledge can be integrated into curriculum-based activities.
- To determinate the impact of established food gardens on the nutritional status of the beneficiaries.
- To raise awareness about the importance of school-based gardens to complement / supplement government feeding school to strategic stakeholders that can scale the models and approaches developed from the 4 test sites.
- To promote entrepreneurship among the school going youth.
- To assess the level of uptake of the lessons and practices amongst the schools and their communities to improve their household food and water security and willingness to consider entrepreneurship opportunities.
- To assess school policy and provide recommendations to strategic stakeholders.

Rationale

Insufficient vegetable and fruit consumption causes 2.7 million deaths annually worldwide and belongs to the top ten risk factors contributing to mortality (Ruel et al., 2005). The International Food Policy Research Institute (IFPRI) predicts an 18% rise in the number of malnourished children in sub-Saharan Africa from 2001 to 2020 (IFPRI, 2001). According to the World Health Organization (WHO, 2020), vitamin A and micronutrient deficiency remain a widespread problem. In the rural parts of South Africa, vitamin A deficiency is a severe health problem, particularly in women and children. A recent survey indicated that 63.8% of pre-school children were vitamin A deficient, one in three children under six years of age is afflicted with vitamin A deficiency, and one out of two children (1-9 years old) had less than 50% of the required intake of energy, vitamins A and C, as well as iron (Fe) and zinc (Zn) (Mchiza et al. 2020; Bain et al., 2013; Smuts et al., 2005). Nutritional deficiencies are similarly a significant health problem in South Africa.

Malnutrition is a significant problem in South Africa, especially among school-aged children. This often leads to poor school attendance and high rates of dropout, disadvantaging many school going children.

Previous WRC funded research indicated a correlation between measures of food security and household food security indicators. Participatory models for vegetable gardens establishment in disadvantaged schools were found to be an effective long-term strategy that complements supplementation and food fortification programs to address hidden hunger and food insecurity. The success of school gardens is dependent on policies that support and provide an enabling environment for the development and implementation of garden activities in schools. Addressing constraints such as supplies, technical support, infrastructure, tools and the involvement of institutions, parents and other community members is critical for the success of school gardens.

Rainwater harvesting strategies show potential in mitigating the effects of climate change for increased crop water productivity. The adoption of a climate-smart production practices will be a critical component to ensure maximum crop water productivity and reduced risk of crop failure. The deliverables should address all the stated objectives and also include the introduction of underutilised indigenous crops, green technology, on-site climate-smart research, household gardens, support the schools with infrastructure such as the provision of boreholes and water storage tanks. It is also important to explore the impact of vegetable gardens towards meeting dietary requirements of school children and pre-processing at the school level to introduce nutritious products such as soup and veggie drinks while including high-value crops in the gardens for income generation.

As it is most unlikely that a single organization will have all the expertise required, it is strongly recommended that a consortium of experts and organizations with full appreciation of the food security challenges, nutritional deficiencies in children and climate-smart agricultural innovations is formed in order to provide the highly specialised knowledge required.

Themes:

Water availability

Water efficiency

The estimated budget over a 12 - month long study period is available from the OMF and the WRC.

Time Frame : 12 Months

Total Funds Available : R 2 500 000.00

Budget breakdown:

Itemised budget breakdown

Deliverable number	Description	Amount (R)
1	Conduct scoping study on the impact of building resilience through the establishment of food gardens in 4 rural Primary Schools	R 200 000.00

2	Stakeholder consultation (including communities, School Governing Bodies, strategic partners and institutions)	R 100 000.00
3	Infrastructure and inputs (including water tanks, irrigation equipment, protective clothing, small implements, seeds and fertilisers)	R 400 000.00
4	Land preparations and labour costs	R 200 000.00
5	Project implementation – research consumables	R 200 000.00
6	Trial management for 1 year, (all year production - planting different crops suited to the different seasons). On-going monitoring and evaluation	R 500 000.00
7	Social development, surveys, community acceptance capacity building and empowerment at school and community levels – exit strategy	R 200 000.00
8	Development of guidelines on implementing climate resilience in water limited areas and enhancing food and nutrition security through innovation and science transfer.	R 100 000.00
9	Final report – print and multimedia/ series of short how-to videos	R 600 000.00
	Total	R 2 500 000.00

MEMORANDUM OF UNDERSTANDING

Entered into by and between the

WATER RESEARCH COMMISSION



AND

OLD MUTUAL FOUNDATION



**FOR THE PURPOSES OF STRATEGIC PARTNERSHIP AND
COLLABORATION ON WATER AND FOOD SECURITY,
RESEARCH, DEVELOPMENT AND INNOVATION**

HE *JB*

PREAMBLE

WHEREAS the below parties (hereafter jointly referred to as "the Parties" and in the singular "Party") are desirous to consolidate and strengthen their relationship on water-related programmes development support, insights, approaches and opportunities:

The Water Research Commission (WRC) of South Africa, established in terms of the Water Research Act (Act No 34 of 1971), in order to guide, facilitate and fund water and sanitation research, development and innovative solutions to address South Africa's needs and challenges; and

WHEREAS, Old Mutual Foundation (OMF) is a trust, established in 1999 and value working in partnership with registered non-profit and profit organisations; government organs of state; state owned entities; civil society and private sector. OMF supports inclusive, transformative, and sustainable socio-economic development. It is the social investment arm of Old Mutual and is governed by a board of trustees whose responsibility is to ensure that OMF is managed in accordance with the prescripts of its trust deed and in a responsible manner.

NOW THEREFORE, through this Memorandum of Understanding (MoU), the Parties wish to formalise the relationship between the Parties, and agree as follows:

1. INTERPRETATION AND DEFINITIONS CLAUSE

In this MoU:

- 1.1 Clause headings are for convenience only and are not to be used in the interpretation of the clause to which they relate.
- 1.2 Unless the context clearly indicates a contrary intention, an expression which denotes:
 - 1.2.1 any gender includes the other genders
 - 1.2.2 a natural person includes the plural and vice versa
 - 1.2.3 a singular includes the plural and vice versa
 - 1.2.4 any reference to an enactment is to that enactment as at the date of signature hereof and amended or re-enacted from time to time
 - 1.2.5 when any number of days is prescribed in this MoU, same shall reckoned exclusively of the first and inclusively of the last day
 - 1.2.6 the expiration or termination of this MoU shall not affect such of the provisions of this MoU as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have

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

1.2.7 the rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the MoU, shall not apply

1.2.8 where any term is defined within the context of any particular clause in this MoU, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall the meaning so ascribed shall apply generally and for all purposes in this MoU, notwithstanding that that term has not been defined in the definition clause;

1.2.9 The following expressions and words shall bear the meaning assigned to them below and cognate words and expressions bear corresponding meanings:

1.3 In this MoU, unless the context indicates otherwise, the words and expressions set out below shall bear the meanings assigned to them and cognate words and expressions shall have a corresponding meaning:

1.3.1 **"Agreements"** means the terms and conditions of the agreements and all their annexures, to be concluded between the parties from time to time after the signature date;

1.3.3 **"Business Day"** means any day excluding Saturday, Sunday and any day which is a public holiday;

1.3.4 **"Confidential Information"** all information that each Party has an interest or obligation to keep confidential by law, contract or otherwise and secret knowledge, trade secrets, intellectual property, know-how, processes and techniques, technical detail, method of operating, cost, and source of material, purchasing policies and other matters which relate to each Party's business in respect of which information is not readily available in the ordinary course of business;

1.3.5 **"MoU"** means this written agreement together with annexures hereto;

1.3.6 **"Signature date"** the date on which this MoU is signed by the last of the Parties;

1.3.7 **"Contract Period"** means the period of three (3) years commencing from the Signature date;

1.3.8 **"Working, Joint or Steering Committee (JSC)"** means Committee established by the Parties to oversee the implementation of this MoU;

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1.3.9 **"the WRC" or "WRC"** means the Water Research Commission, a statutory entity with legal personality, established in terms of Section 2 of the Water Research Act No. 34 of 1971.

1.3.10 **"the OMF" or "OMF"** means **Old Mutual Foundation**, a trust duly established as such in 1999 and governed by a Board of Trustees.

1.3.11 **"Capital Asset"** means all assets, whether movable or immovable, including pilot plants, computer equipment, computer software, documents acquired for the project with funds made available by either of the Parties;

1.3.12 **"Intellectual Property"** means intellectual property including, patents, trademarks, designs, and copyright in respect of the intellectual material.

1.3.13 **"Intellectual Material"** means any and all inventions, designs, and material in which copyright may subsist including, but not limited to technical drawings and computer programmes, invented, designed, authored, made or developed as the case may be, by, or under the supervision of a Project Contractor arising out of a project pursuant to this MoU and includes any and all improvements, development and modifications thereto.

1.3.14 **"Parties"** means OMF and the WRC.

1.3.15 **"Project"** means a research project commissioned and funded by the Parties.

1.3.16 **"Project Associate"** means the party who is not the Project initiator but who contributes to the funding of a Project.

1.3.17 **"Project Contractor"** means the party who conducts research on behalf of the Parties.

1.3.18 **"Project Initiator"** means a party who introduces and partly or fully funds a Project.

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2. PURPOSE OF THE MoU

- 2.1 The purpose of this MoU is to establish an overarching framework for a strategic collaboration between the OMF and the WRC to encourage cooperation in water, food security programmes, research, development and innovation projects and facilitate development and growth of within the agriculture, sanitation, climate change, water sector for mutual benefit and in line with the respective party's mandate. This will include Project integration and funding, growing the agriculture and water-related research capacity pool and encouraging skills transfer, mentoring and coaching.
- 2.2 The Parties seek to undertake research on topics of mutual and strategic interest including, but not limited to:
 - 2.2.1 Demonstration of technology innovations supporting low-income household developments e.g., solar, water reuse, alternative sanitation and recycling and sustainability matters.
 - 2.2.2 Jointly work on entrepreneurship Projects.
 - 2.2.3 Jointly launching of calls and co-funding of research topics of interest based on peri-urban agriculture, climate change and disaster risk reduction.
 - 2.2.4 The WRC to share the list of schools supported under gardening initiatives.
 - 2.2.5 Jointly explore establishment of a mutually beneficial relationship with relevant stakeholders on low-income housing water and sanitation initiatives.
 - 2.2.6 Collaborate on youth and women empowerment initiatives and capacity building.
- 2.3 In addition to the above, the purpose of this MoU is to:
 - 2.3.1 establish strategic collaboration between OMF and the WRC; and
 - 2.3.2 establish co-funding agreements and additional Agreements between the OMF and the WRC for specific Projects involving mutual interests of both Parties.

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3. STATUS OF THIS MOU

- 3.1 This MoU by no means tacitly or otherwise constitutes the creation of any type of partnership or agency between the Parties. Collaboration between the Parties will extend only to the functions specifically discussed in this MoU and as further set out in future Agreements specifically.

4. COMMUNICATIONS, BRANDING AND ACKNOWLEDGEMENT

In implementing Projects:

- 4.1 With prior consensus, the organisations may use logos and brand marks to communicate the collaboration on appropriate marketing, materials and platforms.
- 4.2 Acknowledgement of support, expertise and knowledge development and transfer related to the collaboration areas of this MoU will be credited to the relevant party during and post the collaboration.

5. IMPLEMENTING AGREEMENTS

- 5.1 Through the process of collaboration and engagement, structured through the Joint Steering Committee (JSC), OMF and the WRC will define more specific Projects and jointly develop proposals for approval by each of the Party's Executive Committee.
- 5.2 Subject to approval in terms of clause 5.1, separate Agreements shall be entered into for every individual Project that the Parties agree to undertake in collaboration, and such Agreements will be subject to this MoU unless the Parties specifically agree otherwise in writing.
- 5.3 The Parties undertake to execute Projects skillfully and to the best of their ability and to procure the necessary expertise for the execution of agreed Projects. The procurement of all service providers necessary for the execution of such Projects shall take place in compliance with applicable legislation, guidelines and prescripts.
- 5.4 The Agreements and processes referred to in 5.1 and 5.2 above shall include provisions on acquisition, protection, sharing, transfer and licensing of intellectual property if applicable, relevant financial arrangements and other relevant matters.

- 5.5 All Agreements entered into by the Parties with regard to individual Projects will create a legally binding contractual relationship between them.
- 5.6 Neither of the Parties shall be obliged to enter into any additional formal contractual agreement and any possible collaboration shall only come into effect/formally start after both Parties have expressed their respective consent/agreement in such formal contractual agreement.

6. DURATION AND TERMINATION

- 6.1 This MoU shall commence and endure for 3 (three) years as per the Contract Period, after which, it shall be subject to review by the Parties. It may be extended for a further period of 3 (three) years, or for a longer period, as mutually agreed to by the Parties. Agreement to extend or notice of desire not to extend, must be finalised, by no later than 1 (one) month before the initial Contract Period terminates. At any time during the initial 3 (three) year Contract Period, or the subsequent extended period, either Party may terminate this MoU by giving 3 (three) months written notice in advance to the other Party of its intention to terminate this MoU.
- 6.2 Termination of this MoU shall not affect the completion of Projects or programmes undertaken under this MoU not fully executed at the time of the termination of this MoU.

7. OBLIGATIONS AND RIGHTS OF OLD MUTUAL FOUNDATION

- 7.1 OMF shall subject to 5.1 and 5.2 and subject further to the conclusion of a suitable and appropriate Agreement between the Parties and strictly in accordance with the provisions of such Agreement, make funds available to the WRC for any Project where the WRC is the Project Initiator and OMF is the Project Associate, and which falls within the scope of the OMF mandate as approved by the OMF executive Committees.
- 7.2 The relevant research Project conducted by OMF must be for the benefit and interest of the South African water, environmental and agriculture sector.

- 7.3 The need for such Projects must be identified and determined by OMF in conjunction with the JSC.
- 7.4 OMF shall not without the written consent of the WRC disclose, publish or reproduce in whole or in part any information relating to the Project.

8. OBLIGATIONS AND RIGHTS OF WRC

- 8.1 The WRC shall subject to 5.1 and 5.2 and subject further to the conclusion of a suitable and appropriate Agreement between the Parties and strictly in accordance with the provisions of such Agreement, make funds available for any research Project which falls within the scope of the WRC research strategy as approved by the WRC board.
- 8.2 The Project conducted by WRC must be for the benefit and interest of the OMF and the South African water, agriculture and environmental sector.
- 8.3 The need for such Projects must be identified and determined by the WRC in conjunction with the JSC.
- 8.4 The WRC shall not without the written consent of OMF disclose, publish or reproduce in whole or in part any information relating to the Project.

9. DUTIES OF THE PROJECT INITIATOR

- 9.1 The Project Initiator shall for every Project submit to the Project Associate all the information set out in the terms of reference adopted by the JSC (Terms of Reference).
- 9.2 The Project Initiator shall be responsible for the administration and management of the Project.

10. DUTIES OF THE PROJECT ASSOCIATE

- 10.1 The Project Associate shall on the approval of a research Project by both Parties and upon receipt of the total budget agreed upon by the Parties, make available its funding contribution for that research Project.
- 10.2 The funding contribution of the Project Associate shall be in accordance with the payment schedule agreed to by the Parties in terms of the Agreement concluded for that Project.

11. ESTABLISHMENT OF A JOINT STEERING COMMITTEE

- 11.1 The Parties shall establish a JSC within 3 (three) months of the signing of this MoU, consisting of a minimum of 2 (two) nominated representatives of each Party.
- 11.2 The JSC shall consist of a Chairperson who shall be nominated by the Parties for a period of 2 (two) years, representatives nominated by each of the Parties, secretary appointed by the Parties and co-opted additional members as agreed to by the Parties.
- 11.3 The JSC will communicate and convene, when necessary, but at least once every 12 (twelve) months.
- 11.4 At the first JSC a Terms of Reference will be agreed on, which should include, but is not limited to:
 - 11.4.1 Development of enabling agreement that is aimed at streamlining the procurement processes and detailing the Project management tools and mechanisms.
 - 11.4.2 Develop workplans, projects and schedules, and co-develop proposals and initiatives.
 - 11.4.3 Evaluate the performance of the relationship;
 - 11.4.4 Identify challenges and opportunities and propose remedial actions where necessary;
 - 11.4.5 Identify specific collaborative opportunities to develop implementation plans;
 - 11.4.6 Define adequate criteria, roles and responsibilities, outputs and timeframes for implementation of agreed Projects; and
 - 11.4.7 Monitor the implementation of agreed Projects
- 11.5 In addition, and in the interval between JSC meetings, a permanent liaison is maintained between the Parties.
- 11.6 For the purpose of this MoU the following persons or nominees will be designated for coordinating the relationship:

For Old Mutual Foundation:

Strategic Lead: Ms Modiegi Radikonyana

Relationship Lead: Ms Tebogo Rakubu

Technical Leads: Ms Lindokuhle Ngubane and Ms Liyanda Manqina - Maseko

For WRC:

Strategic Lead: Prof Sylvester Mpandeli

Relationship Lead: Dr Mamohloding Tlhagale

Technical Leads: Dr Samkelisiwe Hlophe-Ginindza, and Dr Luxon Nhamo.

11.7 The Relationship Managers shall meet as may be necessary to ensure that cooperation under this MoU is efficient and effective.

12. FUNDING

12.1 The extent of specific Project funding will be specified in further Agreements to be entered into in the future subject to approval.

13. CONFIDENTIALITY

13.1 The Parties acknowledge that in the execution and implementation of any Agreement under this MoU, they may exchange Confidential Information. Each Party undertakes to treat, protect and hold such Confidential Information as secret and confidential and shall not use such information for any other purpose than that for which it is intended when disclosed and in furtherance of this MoU. Parties shall restrict access to the Confidential Information and material only to the representatives and who have been validly assigned to work on the Project on a 'need to know' basis.

13.2 Parties agree to strictly adhere to the regulations prescribed by the Protection of Personal Information Act in respect of any and all personal information that may be processed in respect of this Project.

13.3 The foregoing obligations shall not apply to any Confidential Information which: -

13.3.1 is lawfully in the public domain at the time of disclosure;

- 13.3.2 subsequently becomes available to any party from a source other than the other party, which source is lawfully entitled without any restriction to disclose of such Confidential Information; and
- 13.3.3 is disclosed by prior written mutual consent from both Parties to this MoU.

14. INTELLECTUAL PROPERTY

- 14.1 The agreements referred to in clause 5 above shall give due consideration to the protection and the distribution of intellectual property rights or other rights of a proprietary nature resulting from the cooperative activities under this MoU. The Parties shall consult with each other for this purpose when necessary.
- 14.2 The ownership of any Intellectual Property owned by either party prior to the commencement of this MoU ("Background Intellectual Property") shall be and remain vested with that party.
- 14.3 Any Intellectual Property emanating from the MoU ("Foreground Intellectual Property") shall be managed in accordance with the Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act No. 51 of 2008).
- 14.4 The terms of condition in respect of managing foreground Intellectual Property and principles of shared Intellectual Property rights will be managed on a project-by-project basis and shall be further stated in separate Agreements or protocols that are mutually accepted to the Parties.

15. INDEMNITY

- 15.1 The Parties do not act as partners or as an agent or servant of each other in the execution of the Projects but only as independent contractors.
- 15.2 The Parties indemnify each other against any direct loss, expenses or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, caused by the negligence of one party (being the indemnifying

party), that may be instituted against or incurred by the other party, in connection with the execution of a Project forming part of this MoU.

- 15.3 In the execution of Projects under this MoU, the Parties agree to include provisions relating to their internal policies as well as any relevant legislation to which the Parties are subjected to in any subcontracts to third parties which will be involved in the Projects. This includes, but not limited to country specific communication, distribution, safety, health and environmental legislation or policies to which the Parties are bound.
- 15.4 In the execution of projects under this MoU, the Parties agree to bind their own employees performing site visits to the internal policies and any relevant legislation to which the other party is subjected to in terms of the Projects. This includes, but is not limited⁴ to communication, distribution, safety, health and environmental legislation or policies to which the other party is bound.
- 15.5 This clause is severable from the rest of this MoU and shall remain valid and binding on the Parties notwithstanding any termination of this MoU.

16. GOVERNING LAW

- 16.1 This MoU, its meaning and interpretations and the relationship between the Parties shall be governed by and construed in accordance with the laws of the Republic of South Africa.

17. GOOD FAITH

- 17.1 Each Party agrees that it shall at all times during the duration of this MoU act reasonably and in good faith.
- 17.2 The Parties agree that they enter into this MoU on the basis of trust and record that they will observe good faith in contracting and dealing with each other and implementing the provisions hereof. This implies, inter alia, that they will perform their obligations arising from this MoU diligently and with reasonable care.

18. SETTLEMENT OF DISPUTES

- 18.1 The Parties shall initially attempt in good faith to promptly resolve any dispute arising out of or relating to this MoU through negotiations between the respective Relationship Managers (or their duly authorised

representatives) within 10 (ten) Business Days after the dispute was notified in writing by one to the other.

18.2 If the dispute is not resolved through negotiations, either or both of the Parties shall refer the matter to a panel consisting of representatives of at least general management level of either party for review or resolution. The aforementioned persons (or their duly authorised representatives) shall meet and discuss the matter as soon as practicable after a matter is referred to them and, in any event, within 15 (fifteen) Business Days of the referral.

18.3 If the dispute remains unresolved within 15 (five) Business Days of the date on which the dispute was referred in terms of clause 19.2, the dispute shall be referred to arbitration, which arbitration shall:

18.3.1 be adjudicated by an arbitrator or arbitrators agreed by the Parties, provided that if the Parties are unable to reach agreement on the identity of the arbitrator(s) and/or the number of arbitrators within 3 (three) days of the dispute being referred to arbitration, the dispute shall be adjudicated by 1 (one) arbitrator nominated by AFSA;

18.3.2 take place in Pretoria or at any place in which both Parties are in agreement thereof ;

18.3.3 absent manifest error, not be subject to appeal and shall be final and binding on the Parties; and

18.3.4 otherwise, be determined in accordance with the rules of AFSA.

19. DOMICILIUM CITANDI ET EXECUTANDI

19.1 Each party chooses as its *domicilium citandi et executandi* ("domicilium") for all purposes under this MoU, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), shall be deemed to have been

given or made when delivered in person to an authorized representative of the party to whom communication is addressed, or when sent by registered mail or fax to such party at the following addresses:

Party	Physical Address	Postal Address	Contact Person and Email
The WRC:	Bloukrans Building, Lynnwood Bridge Office Park, 4 Daventry Street, Pretoria, Tshwane	Private Bag x03 Gezina PRETORIA, 0031	Dr Jennifer Molwantwa, CEO Jenniferm@wrc.org.za
Old Mutual Foundation	4th Floor, A Block, No 1 Mutual Place, 107 Rivonia Road, Sandton, South Africa	N/A	Ms Fikile Kuhlase Contact: T. +27 (0)11 217 1434 I C. +27 (0) 68 076 6701 FKuhlase@oldmutual.com

19.2 Notices in terms of this MoU must be in writing and delivered to the chosen *domicilium citandi et executandi* of the Parties by registered mail or by hand against written confirmation of receipt, or by facsimile;

19.3 Either party may by written notice to the other party change its chosen address and/or fax number and/or email address, provided that the change will become effective on the 10th (tenth) Business Day after the receipt of the notice by the addressee.

19.4 Any notice given in terms of this MoU will:

19.4.1 if delivered by hand, be deemed to have been received by the addressees on the date of delivery;

19.4.2 if transmitted by fax, be deemed to have been received by the addressee on the 1st (first) Business Day after the date of transmission; or

19.4.3 if transmitted by email, be deemed to have been received once the email enters an information system outside the control of the party sending it, unless the contrary is proved.

19.5 Notwithstanding anything to the contrary contained in this clause, a written notice or communication received by a party will be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address and/or fax number and/or email address.

19.6 Any notice or communication required or permitted to be given in terms of this agreement shall not be valid and effective if it is in the form of a data message.

20. WHOLE AGREEMENT, NO AMENDMENT

20.1 This MoU constitutes the whole agreement between the Parties relating to the subject matter hereof.

20.2 No amendment or consensual cancellation of this MoU or any provision or term hereof and no settlement of any disputes arising under this MoU and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this MoU shall be binding unless recorded in a written document signed by the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

20.3 If any clause of this MoU is found to be invalid, unenforceable or illegal, then the remaining provisions of this MoU shall be deemed to be severable therefrom and shall continue to be in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this MoU.

DATED at **PRETORIA** on this the 21 day of APRIL 2023 in the presence of the undersigned witnesses:



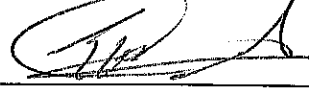
(On behalf of the **WRC**)

Dr Jennifer Molwantwa

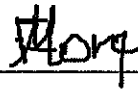
WRC Chief Executive Officer

As witnesses:

1. Full name: MODIEGI HILDAH RADIKONYANA Signature: 

2. Full name: Tl'yan' Chaurhe Signature: 


SIGNED at **JOHANNESBURG** on this the 1st day of March 2023 in the presence of the undersigned witnesses:



(On behalf of **Old Mutual Foundation**)

As witnesses:

1. Full name: Dianne Richards Signature: 

1. Full name: Thobile Gebashe Signature: 


EXCO RRR for Old mutual

Final Audit Report

2023-08-31

Created:	2023-08-29
By:	Ndileka Nkwenkwezi (ndilekan@wrc.org.za)
Status:	Signed
Transaction ID:	CBJCHBCAABAACS7uVatDrtvkdGj9MMfinLMqcz9w1nMo

"EXCO RRR for Old mutual" History

-  Document created by Ndileka Nkwenkwezi (ndilekan@wrc.org.za)
2023-08-29 - 1:16:54 PM GMT- IP address: 102.134.124.189
-  Document emailed to Jennifer Molwantwa (jenniferm@wrc.org.za) for signature
2023-08-29 - 1:17:44 PM GMT
-  Email viewed by Jennifer Molwantwa (jenniferm@wrc.org.za)
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-  Document e-signed by Jennifer Molwantwa (jenniferm@wrc.org.za)
Signature Date: 2023-08-31 - 1:57:19 PM GMT - Time Source: server- IP address: 41.13.80.168
-  Agreement completed.
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