

PROJECT FUNDING AGREEMENT

NORTH-WEST UNIVERSITY

A public higher education institution in terms of the Higher Education Act of 1997

(hereinafter referred to as the **NWU**)

And

(hereinafter referred to as the **Recipient**)

In respect of SADiLaR funding for Approved Projects.

The Funding granted to the Recipient herein is granted on certain terms and conditions as set out in this agreement, which the Recipient must read, accept, initial on each page, sign in full and date in the attestation clause before the Funding will be provided.

SUMMARY OF THE FUNDING PROVIDED IN THIS AGREEMENT

Amount of funding:	R_____ (amount in words as well) (VAT inclusive), being the total funds granted, which will be referred to in this agreement as the " Funding ". The budget on which the Funding is based must be included in the Project description in Annexure B.
Name of Project for which funding is being provided:	Funding to (INSERT DETAILS), as specified in Annexure B, which will be referred to in this agreement as the " Approved Project ".
Projects must be completed by:	_____, this will be referred to in this agreement as the "Completion Date".

1. PERIOD OF AGREEMENT

This agreement will take effect from the day that the last party signs the agreement until the Completion Date ("**Funding Period**"), unless otherwise terminated as provided for herein.

2. NWU OBLIGATION TO PAY FUNDING

- 2.1 The NWU will pay Recipient up to R_____ (inclusive of VAT), which will herein be defined as the "Funding", subject to the retention amount in clause 2.2 hereunder.
- 2.2 The Funding is calculated based on the Project budget as included in the Approved Project description Annexure B. An amount equal to 15% (fifteen percent) of the Funding will be retained by the NWU from the payment of the Funding for a period of 30 days after the Completion Date to enable for the NWU to remedy any possible breach in the Approved Project or the late delivery thereof. Should there be no breach or late delivery, the retention amount will be paid to the Recipient after the expiry of the 30 days retention period.
- 2.3 The Funding, excluding the retention amount, will be paid into the nominated banking account of the Recipient as detailed in Annexure A no later than 30 days after receipt of the invoice as required in clause 2.3 hereunder.
- 2.4 The Recipient will provide a tax invoice to the NWU that complies with the Value Added Tax Act, indicating the amount of VAT that is included and the rate thereof.

3. RECIPIENT OBLIGATIONS

Bank Details

- 3.1 Recipient must provide the NWU with the details of Recipient bank account requested in Annexure A, so that the Funding can be paid into Recipient bank account.

Approved Project and Use of Funding

- 3.2 Recipient must:

3.2.1 use the Funding for the purposes of the Approved Project only and in terms of the budget included in Annexure B; and

3.2.2 ensure that the Approved Project is completed by _____, which will be called the "Completion Date"; and

3.2.3 notify the NWU in writing if the Approved Project cannot be completed by the Completion Date and indicate in the same notice the expected date of completion.

- 3.3 If the Recipient notifies the NWU that the Approved Project cannot be completed by the Completion Date, the NWU may discuss an alternative completion date with the Recipient.

- 3.4 If the Recipient decides to suspend or cease the Approved Project or any activities in relation to the Approved Project, the Recipient must immediately notify the NWU.

- 3.5 If the NWU believes that the Recipient have not used the Funding for the purpose of the Approved Project, the NWU may request repayment of all or part of the Funding. If the NWU requests that the Recipient repay the Funding, the Recipient must do so within thirty (30) days.

- 3.6 Where the Recipient has completed the Approved Project but have not spent the entire Funding, the NWU may request repayment of the unspent amount of the Funding. If the NWU requests that the Recipient repay the unspent amount of the Funding, the Recipient must do so within thirty (30) days.

- 3.7 Where the Recipient has not spent all of the Funding, the Recipient may ask the NWU if the Recipient may keep the unspent money for a particular purpose. The Recipient must make this request in writing to the NWU.

- 3.8 Any request to vary the Approved Project must be submitted immediately and in writing to the NWU. The letter must provide reasons for the change and a quotation for the proposed variation. The Funding can only be utilised for a new purpose after the NWU provides written approval.

- 3.9 The Recipient indemnifies (and keeps indemnified) the NWU, its officers, employees, and agents against any:

3.9.1 loss, damage or other liability incurred by the Recipient;

3.9.2 loss or expense incurred by the Recipient in dealing with any claim against it, (including legal costs);

that is caused by or arises from:

3.9.3 an act or omission by the Recipient, or any of the Recipient employees, agents, volunteers, or subcontractors in connection with this agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense; and/or

3.9.4 failure by the Recipient to comply with all of the Recipients' obligations under this agreement.

Acknowledgment of Funding

3.10 The Recipient must acknowledge the NWU's contribution to the Approved Project in all promotional and advertising material in the format as required by the NWU and its funding agency as attached to this Agreement in Annexure C.

Guarantees by Recipient

The Recipient guarantees that:

- 3.10 all the required institutional and legislative ethical clearances were obtained and will be adhered to and be valid for the duration of the Project; and
- 3.11 none of the materials created for the NWU resulting from the Funding, infringes on any copy right or any other intellectual property rights of third parties.

4. MUTUAL AGREEMENTS

Material created using the Funding

- 4.1 All material that is developed as a result of the Approved Project including reports, brochures, photographs and other types of material will remain the property of the Recipient, unless otherwise agreed.
- 4.2 The Recipient grants the NWU a non-exclusive, perpetual, world-wide licence to distribute and use the material for academic and research purposes under the SADiLaR platform.

Failure to comply with this agreement

4.3 If the Recipient:

- 4.3.1 fails to carry out the Approved Project in accordance with this agreement;

4.3.2 does not apply the Funding for the Approved Project; and/or

4.3.3 fails to comply with any other requirement of this agreement,

the Recipient will be in breach of this agreement.

4.4 If it is found that the Recipient is in breach of this agreement, the NWU may give the Recipient notice in writing asking the Recipient to rectify the breach and specifying a period in which the breach must be rectified.

4.5 If the breach is not rectified within the time specified by the NWU in the notice sent to the Recipient the NWU may terminate this agreement immediately by written notice to the Recipient.

4.6 If this agreement is terminated, the Recipient agrees to repay to the NWU any of the Funding not spent or put towards the Approved Project.

5. SPECIAL CONDITIONS

This agreement will be subject to the special conditions set out in Annexure B, if any.

6. GENERAL

6.1 The Recipient may not transfer any of its rights or requirements under this agreement unless the Recipient has received written approval to do so from the NWU.

6.2 This agreement between the Recipient and the NWU constitutes the entire agreement, and overrules any previous agreement or understandings between Recipient and the NWU regarding the subject matter of this agreement.

6.3 This agreement cannot be amended or added to unless the amendment or addition is in writing and signed by both Recipient and the NWU.

6.4 Recipient and the NWU can communicate with each other in relation to this agreement by telephone, fax, letter or email.

6.5 If the NWU has to give the Recipient notice that the Recipient is in breach of this agreement, notice shall be given by sending an official letter to the email-address nominated by the Recipient.

6.6 The provision of funds, which is the subject matter of this agreement is subject to the Recipient having maintained and met all obligations of the Approved Project.

6.7 While both parties acknowledge the confidentiality of the Funding arrangements, the Recipient is hereby made aware that the provision of this financial support to the

Recipient will become a matter of public record through the publication of the NWU's Annual Report.

SIGNED AT _____ ON THIS _____ DAY OF _____ 201#

WITNESSES:

1. _____

2. _____

ON BEHALF OF NWU

SIGNED AT _____ ON THIS _____ DAY OF _____ 201#

WITNESSES:

1. _____

2. _____

ON BEHALF OF RECIPIENT

ANNEXURE "A"

INFORMATION FOR PAYMENT

These details allow the NWU to process the payment to Recipient. If the Funding recipient is not a *legal persona*, then a corporate / institutional / statutory body must undertake to auspice the Funding, sign this agreement, accept and be bound by the agreement conditions.

Recipient name: _____

Postal address: _____

Bank: _____

Branch: _____

Account Name: _____

Branch Code: _____

Account Number: _____

Is the Recipient registered for VAT? Yes No

ANNEXURE “B”

Approved Project description.

ANNEXURE “C”

Prescribed format of acknowledgement of Funding in respect of the Project.

Annexure C

Official wording for acknowledgement to SADIaR

1. BACKGROUND

As part of the DST requirements formal reference must be made when projects were made possible through funding provided by SADIaR or through the use of resources published on the resource portal.

2. MINIMUM REQUIREMENT AS PART OF GENERAL ACADEMIC OUTPUT

2.1. Use of resources published in the resource portal

In the case of journal articles or traditional forms of publication please use the appropriate referencing style required by the journal. Each SADIaR resources has a unique URI (uniform resource identifier) that can be referenced as part of the publication.

2.2. Publications made possible through SADIaR involvement (funding, expertise etc.)

In the case where resources from the resource portal is not used but the project is funded by SADIaR or when SADIaR expertise or funding is used as part of the project the following text must be included in the Acknowledgement section of the publication.

Template text:

<Project Title> was made possible with the support from the [South African Centre for Digital Language Resources \(SADIaR\)](#). SADIaR is a research infrastructure established by the Department of Science and Technology of the South African government as part of the [South African Research Infrastructure Roadmap \(SARIR\)](#).

3. FUNDING OF WORKSHOPS/EVENTS

Wording to be used:

This workshop/event/symposium/... was made possible with the support of the [South African Centre for Digital Language Resources \(SADIaR\)](#). SADIaR is a research infrastructure established by the Department of Science and Technology of the South African government as part of the [South African Research Infrastructure Roadmap \(SARIR\)](#).

Please note:

If it is not possible to provide the text on a platform that enables hyperlinking to both the SADIaR as well as the SARIR website and booklet kindly reference **sadilar.org** explicitly as part of the printed text.

4. USE OF LOGOS

If the event has an official platform/printed media that provides room for the use of the SADiLaR logo please contact the Senior Communication Specialist in order to get access to the latest SADiLaR and DST logos that must be used together as per DST requirements.

For example:



science
& technology

Department:
Science and Technology
REPUBLIC OF SOUTH AFRICA



5. USE OF SOCIAL MEDIA AT EVENTS OR FOR DISSEMINATION

Use of social media is encouraged as it provides a tangible metric to track access to information relating to the project. Kindly add SADiLaR's twitter account/Facebook account detail when publishing material/events on social media.

SADiLaR's official twitter account is: @SADiLaR_ZA

SADiLaR's official facebook account available here:

<https://www.facebook.com/SouthAfricanCentreForDigitalLanguageResources/>

Please contact the Senior Communication Specialist if you are unsure of any aspects related to social media.