

COLLABORATION AGREEMENT

ENTERED INTO AND BETWEEN

Energy and Water Sector Education Authority

A SETA established in terms of Skills Development Act, 97 of 1998
(Hereinafter referred to as "EWSETA"), herein represented by

Mr. Errol R. Gradwell

in his capacity as the Sector Education and Training Authority **Chief Executive Officer** being duly authorized thereto

AND

**Consiglio Nazionale delle Ricerche
(National Research Council)**

(hereafter referred to as "CNR"), herein represented by

Prof. Luigi Nicolais

in his capacity as the **President**

FOR

Strategic Partnership to support each other's mission and objectives as partners in the rollout of the research, education and training development projects

AMMCNT - CNR - Amministrazione Cer

Tit. Cl. F.

N. 0044379

11/06/2014



Y. Nicolais

Preamble

WHEREAS the Parties have decided to sign a Memorandum of Understanding between them as an expression of their desire to promote co-operation in the field of research and technical training.

AND WHEREAS the Parties intend to facilitate exchanges and co-operative initiatives between them particularly in the areas of energy, water and environmental sciences.

AND WHEREAS the Parties have identified the need to strengthen relations and mutual understanding between their institutions within the framework of equality and respect for institutional independence.

NOW THEREFORE the Parties agree as follows:

1. Definitions

• "Agreement"	means this Collaboration Agreement and any annexure thereto
• "CNR"	means the National Research Council
• "Commencement Date"	means the signature date of this Agreement
• "DHET"	Department of Higher Education and Training
• "Intellectual Property"	means all intellectual property, whether or not registerable, including but not limited to copyright, proprietary material, trademarks, design, know-how, trade secrets, new proprietary and secret concepts, methods, techniques, processes, adaptations, ideas, technical specification and testing methods related to the project/s.
• "NDP"	National Development Plan
• "NPC"	National Planning Commission
• "NSDS"	National Skills Development Strategy
• "SSP"	Sector Skills Plan
• "Parties"	means the EWSETA and ACRONYM and a "Party" shall, as the context requires, be either of them.

Handwritten signature and initials

• "PFMA"	Public Finance Management Act
• "Scope of Work"	means the work as set out in the support plan, which is Annexure A of this Agreement.

2. Purpose of the Agreement

- To formalise the relationship between the Parties;
- To promote a coherent and effective working relationship on matters of research and development in the sector;
- To provide terms and conditions under which:
 - Clarification will be reached in the manner the Parties must co-operate with each other, co-ordinate the performance of their functions and promote the consistency of their respective research, education and development policies and procedures;
 - The expectations of the Parties with respect to their respective research and development projects can be clarified.
- This Agreement does not in any way limit any statutory powers and functions of the Parties.

3. Principles Informing the Agreement

The EWSETA and CNR agree to enter into partnership and collaborate with one another based on the following principles:

- Each Party will remain committed to collaboration and facilitation of enhanced capacity building and development projects within the specific water, energy and environmental sciences sectors;
- Each Party will fund the time and disbursement inputs of their own staff as far as regarding research projects implementation;
- The project progress and outputs will be closely monitored to obtain relevant information for future planning and the identification of best practice; and
- All reports for distribution outside of this Agreement will be endorsed by both Parties and carry the name of both Parties as co-authors;
- The Parties agree that, in the performance of their interventions they will:
 - Promote a coherent and effective research, education, training interventions;
 - Avoid duplication in carrying out the responsibilities of each Party;
 - Co-operate with each other in mutual trust and good faith;

Handwritten signature/initials

- Assist and support each other in respect of agreed services between the Parties of this agreement;
- Inform each other of, and consult each other on matters of common interest.

4. Objectives of the Parties

4.1. The Parties bind themselves, through this Agreement, to support each other in order to achieve each other's objectives;

4.2. It is recorded that the objectives of CNR are to:

- Carry out, promote, spread, transfer and improve scientific research aiming at helping economic, social and cultural progress at national and international level;
- Dedicate great attention to international scientific and technological cooperation and integration as well as at establishing proactive partnership with other international public and private bodies and universities.

4.3. It is further recorded that the Objectives of the EWSETA are to:

- Formalise collaboration with CNR for promotion and monitoring of research activities, training and consultancy;
- Provide a clear and consistent research and skills development framework for EWSETA's scope of coverage, sector development, training and capacity building;
- Collaborate in areas of research, information sharing, strategy development, stakeholder engagement and database development;
- Collaborate in the implementation of the projects as identified in the Scope of Work;
- Monitor and evaluate such implementation; and
- Generally support each other in the fulfillment of each Party's respective mandate.

5. Commitments of the Parties

The Parties hereby commit themselves to assisting each other to achieve the above objectives. This will be done through, amongst other actions, the following:

Handwritten signature and initials in black ink, located at the bottom right of the page. The signature appears to be 'J. S. E. O. F.' followed by a vertical line and a small mark.

- 5.1. Take all reasonable steps to support each other's objectives and ensure that the Agreement and project plans are implemented in a cost-effective and sustainable manner; and
- 5.2. Collaborate with other key role players that have an impact on the project and/or aim to achieve similar objectives.

6. Obligations of EWSETA

The EWSETA will:

- Ensure that all interventions are supporting the NSDS III goals and outputs and all other government priorities, as identified through key strategic frameworks;
- Ensure that the scarce and critical skills and gaps identified in the SSP are prioritized in all interventions;
- Contribute in the financing and managing the implementation of the identified projects in line with the PFMA; and
- Cooperate in good faith in any other intervention pertaining to this Agreement.

7. Obligations of CNR

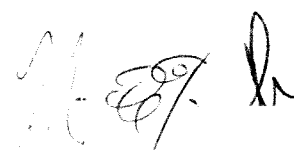
The CNR will:

- Contribute to promote and strengthen scientific projects in areas of research for mutual benefit of the Parties;
- Cooperate in good faith in any other intervention pertaining to this Agreement.

8. Institutional Arrangements

The Parties agree to develop and establish appropriate management structures and mechanisms for implementing and monitoring this Agreement and will determine appropriate time schedules for this purpose. These management arrangements shall be clearly communicated to all Parties or offices concerned to avoid conflict and misunderstanding of roles and responsibilities.

A Project Team will be established, and will be responsible for overseeing the actual implementation of the approved support plan and also facilitate and monitor such implementation.



9. Confidentiality

The Parties acknowledge that any information supplied in connection with this Agreement or in connection with each other's technical, industrial or business affairs which has or may in any way whatsoever be transferred or come into the possession or knowledge of any other of them ("the receiving Party") may consist of confidential or proprietary data, which is not available in the public domain.

The receiving Party therefore agrees to hold such material and information in the strictest confidence, to prevent any copying thereof by whatever means and not to make use thereof other than for the purpose of this Agreement and to release it only to such properly authorised members, employees or third Parties requiring such information for the purpose of this Agreement.

The Parties shall take such precautions as may be necessary to maintain the secrecy and confidentiality of such material and will maintain the confidentiality of all personal information lodged by learners, candidates, the clients members and any other person to whom any such confidential or proprietary data may have been or will be disclosed;

Should this Agreement be cancelled for whatever reason, each Party shall return to the other on demand, all documents, written instructions, notes, memoranda, disks or records and other documentation of whatsoever nature or description relating to the confidential information which it acquired or may acquire or came into its possession and any such confidential information stored by electronic means shall forthwith be destroyed.

10. Duration and Termination

- This Agreement shall commence upon signature by both Parties and is effective for the duration of the accreditation of EWSETA, within NSDS III period; or until such time that both Parties agree there is no longer a need for this Agreement.
- Notwithstanding the completion of the Scope of Work the Agreement shall continue to be binding between the Parties for an indefinite period, until terminated by the Parties by giving three (3) months notice.
- Neither Party shall have any claim against the Party for cancellation of the Agreement in terms of this clause.

11. Dispute Resolution

- Should any difference, dispute, controversy or claim at any time arise which the Parties are unable to amicably resolve through consultations or negotiations, whether in regard to the

[Handwritten signature]

meaning or effect of any term of this Agreement or to the implementation of any Party's obligation hereunder, or any other matter arising there from or incidental thereto, then such difference, dispute, controversy or claim may be referred to mediation in accordance with the spirit of this agreement and the provisions of Inter-Governmental Relations Act;

- The mediation proceedings shall be held on an informal basis, it being the intention that a decision should be reached as expeditiously and as inexpensively as possible, subject to the due observance of the principles of justice. In order to obviate the unnecessary incidence of arbitration proceedings, a bona fide attempt will first be made to resolve any differences upon a basis of negotiation and equity in accordance with the spirit of this Agreement.

12. Key Contacts

FOR CNR

Name: Virginia CODA NUNZIANTE

Designation: Responsible of the CNR International Relations Office

Telephone: +39 06 4993 2057

E-mail Address: virginia.codanunziante@cnr.it

FOR EWSETA

Name: Errol R. Gradwell

Designation: C.E.O.

Telephone: +27 011 - 2 744 7020.

E-mail Address: errolg@eseta.org.za.

Addresses

[Handwritten signature]

The Parties choose as their *domicilium citandi et executandi* for the purpose of correspondence and the services of any legal documentation the following:

CNR

Attention: Virginia CODA NUNZIANTE
Address: CNR International Relations Office
Piazzale Aldo Moro, 7 – 00185 Rome

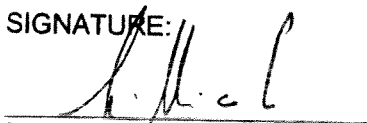
EWSETA

Attention: The Chief Executive Officer
Address: 2nd Floor MPF House
32 Princess of Wales Terrace
Parktown
Johannesburg
Republic of South Africa
2001

THUS DONE AND SIGNED AT

ON THE DAY OF2014

SIGNATURE:



Prof. Luigi Nicolais
President

AS WITNESS:

1. _____

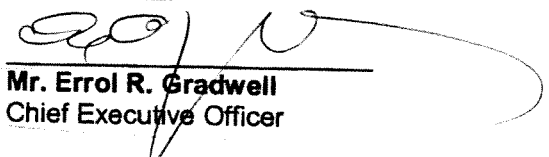
2. _____

FOR CNR

THUS DONE AND SIGNED AT

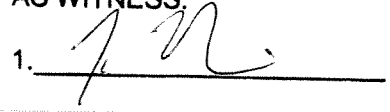
ON THE 16 DAY OF May 2014

SIGNATURE:



Mr. Errol R. Gradwell
Chief Executive Officer

AS WITNESS:

1. 

2. _____

FOR EWSETA

Attachment:

Annexure A – Scope of Work

ANNEXURE A
AREAS OF COLLABORATION / SCOPE OF WORK

Areas of Collaboration / Scope of Work
<ul style="list-style-type: none">• Energy
<ul style="list-style-type: none">• Water
<ul style="list-style-type: none">• Environment