



Tshwane University of Technology
We empower people



national film and video foundation
SOUTH AFRICA

MEMORANDUM OF AGREEMENT

Between

Tshwane University of Technology ("TUT")
(established in terms of the Higher Education Act 101 of 1997)

and

National Film and Video Foundation ("NFVF")
(established in terms of the National Film and Video Foundation Act 73 of 1997)

1. DEFINITIONS

- 1.1 "Agreement" shall mean this Agreement and annexure thereto;
- 1.2 "Effective Date" shall mean the date on which this Agreement was signed by both Parties or any date agreed to by both Parties;
- 1.3 "The Parties" shall mean the NFVF and TUT, and "Party" shall mean any one of them.

2. PARTIES TO THE AGREEMENT

- 2.1 The NFVF is a statutory body created in terms of section 2 of the National Film and Video Foundation Act, No 73 of 1997, having its primary place of business at 87 Central Street, Houghton, Johannesburg;
- 2.2 TUT is an academic institution established in terms of the Higher Education Act, 101 of 1997.

3. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to formalise cooperation and collaboration between the Parties on training and/or educational, research and cultural exchange programmes.

4. AREAS OF COOPERATION

The Parties undertake to co operate in the following areas:

- (1) Training, research and innovation activities and projects;
- (2) Cooperation on collaborative activities such as co-exhibitions, the documentation of material, co-workshops and symposiums;
- (3) Exchange of students for advanced training, community engagement, service learning, work-integrated learning projects; and
- (4) TUT will assist the NFVF in the process of accreditation of its courses.

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5. FINANCIAL ARRANGEMENTS

The Parties undertake to cooperate in raising finance arising out of any projects and/or activities referred to in clause 4 above. Any financial arrangements arising out of this Agreement shall be negotiated on a case-by-case basis and subject to the availability of funds.

6. GENERAL PROVISIONS

DISPUTE RESOLUTION

Any dispute as to the interpretation and implementation of this Agreement shall be resolved through negotiations between the Parties with regard to the spirit and purport of this Agreement.

AMENDMENTS

The Parties may amend this Agreement by mutual agreement. The Notifying Party proposing the amendment must inform the Receiving Party of the proposed amendment in writing. The amendment shall enter into force on the date of the reply note from the Receiving Party, accepting the proposed amendment from the Notifying Party.

DURATION OF THE AGREEMENT

This agreement shall commence upon the date of signature. The Agreement shall be valid for a period of five (5) years from the date of signature and shall be renewable at the instance of either party for another period of five (5) years, subject to the approval of both Parties in writing, at least six (6) months before the expiration date.

TERMINATION

This Agreement may be terminated at any time, by either Party, upon a Party providing the other Party with three (3) calendar months written notice of such termination. Termination of this Agreement shall not affect any programmes undertaken prior to the termination of this Agreement unless the Parties agree otherwise.

NOTICES AND DOMICILIUM

The Parties *domicilium citandi et executandi* for the delivery or service of all notices, communications or legal processes arising out of this MOU shall be as follows:

NFVF: 2nd Floor
87 Central Street
Houghton
2198
Facsimile: 011 481 0881

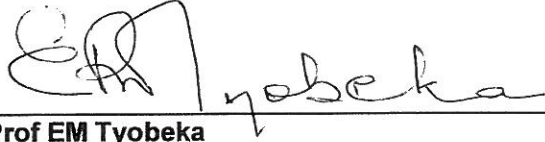
TUT: Building 21
Staatsartillerie Road, Pretoria West
Pretoria
Tel: +27 12 382 4734

Handwritten signatures and initials at the bottom right of the page. From left to right: a large signature that appears to be 'H. E. ...', a smaller signature 'A.C.J.', a signature 'A.', and a signature 'S.'.

Signed in two originals on this 12 day of March 2008.



Mr Eddie Mbalo
Chief Executive Officer
National Film and Video Foundation

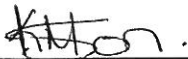


Prof EM Tyobeka
Vice-Chancellor and Principal
Tshwane University of Technology

Date

Date

Witnesses



Ms Karen Son
Chief Financial Officer
National Film and Video Foundation



Dr Prins Nevhutalu
Deputy Vice-Chancellor
Research, Innovation & Partnerships
Tshwane University of Technology

Date

Date



Ms Aifheli Dzebu
Acting Head, Policy and Research
National Film and Video Foundation



Dr HM Sirayi
Executive Dean
Faculty of the Arts

Date

Date