SUB-CONSULTANCY AGREEMENT

Entered into by and between

THE CSIR

A statutory body established in terms of Act 46 of 1988, as amended, through its Operating Unit or Centre known as Natural Resources and the Environment herein represented by Dr Pat Manders in his capacity as Executive Director (Acting) and he being duly authorised thereto

(hereinafter referred to as “CSIR”)

and

THE UNIVERSITY OF THE WESTERN CAPE

herein represented by Professor Stanley Ridge, Vice-Rector: Academic

registered physical address:
Modderdam Road
BELLVILLE

(hereinafter referred to as the “Sub-Consultant”)
1. INTRODUCTION

WHEREAS

A. CSIR has entered into an agreement ("the Principal Agreement") with the Department of Science and Technology (DST) in accordance whereof CSIR agreed to perform various services ("the Principal Services") for and on behalf of the Client as more fully set out in the Principal Agreement.

B. CSIR wishes to sub-contract part of the Principal Services as set out in Annexure "A" ("the Sub-Contracted Services") to the Sub-Consultant and the Sub-Consultant has agreed to undertake the Sub-Contracted Services on the terms and conditions herein contained.

NOW WHEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

2. INTERPRETATION AND DEFINITIONS

2.1 In this Contract, unless the context indicates otherwise, the following words will have the following meanings:

2.1.1 "the/this Agreement" means this Agreement together with any annexes or appendices hereto, and "the/this Contract" shall have the same meaning.

2.1.2 "the Commencement Date" means the date on which this Contract commences, namely: 1 April 2006

2.1.3 "the Client(s)" means the client of CSIR as stipulated in Annexure "A".

2.1.4 "Confidential Information" means information that (i) relates to the Disclosing Party's past, present or future research, development, business activities, products services and technical knowledge relating to the work, and (ii) either has been identified in writing as confidential, or is of such a nature, or has been disclosed in such a way that it is obvious to the other party that it is claimed as confidential. The party disclosing the confidential information is referred to as "the Disclosing Party" and the party receiving such information as "the Recipient".

2.1.5 "the Contract Price" means the fee payable by CSIR to the Sub-Consultant for services rendered as set out in Annexure "A" hereto.

2.1.6 "the Sub-Consultant" means The UWC a University herein represented by Prof Stanley Ridge in his capacity as Vice-Rector Academic and he being duly authorized thereto.

2.1.9 "force majeure event" means circumstances beyond the control of a party, the adverse effects of which a party could not and cannot reasonably and practically avoid in the ordinary conduct of that party's business.
2.1.10 "Intellectual property" means the patents, know-how, copyright, designs, discoveries and trademarks, which relate to the Contracted Services; and-

2.1.10.1 "the patents" mean the registered patents and patent applications;

2.1.10.2 "the know-how" means all confidential information of whatever nature relating to the Intellectual property and its exploitation as well as all other confidential information generally relating to the manufacture, use and sale of the goods or products resulting from the execution of the Contracted Services including technical information, manufacturing techniques and designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information generally.

2.1.10.3 "copyright" means copyright in computer software programmes, computer databases, data messages, and reports.

2.1.10.4 "the designs" mean the registered designs and design applications, and any other registerable inventions/trade or brand names and designs.

2.1.10.5 "the trade marks" means the registered trade marks and trade mark applications.

2.1.11 "the Member (s)" means, if the Sub-Consultant is a legal entity, the agent, director, member or shareholder and/or employee of the Sub-Consultant who will assist the Sub-Consultant in the provision of the Contracted Services.

2.1.12 "the Principal Agreement" means the Contract entered into by CSIR and its Client.

2.1.13 "the Protected Parties" means CSIR and its Client.

2.1.14 "the Sub-Contracted Services" means the services to be rendered by the Sub-Consultant to CSIR in terms of Annexure "A" hereto.

2.1.15 "Termination Date" means the date on which the Contract shall terminate automatically without notice, on 31 March 2008, or on completion of the Sub-Contracted Services to the satisfaction of CSIR, whichever comes last.

2.2 Words importing the singular shall include the plural and vice versa, and words importing one gender shall include the other.

2.3 The headings appearing in this Contract are inserted for reference purposes only and shall not affect the interpretation of any of the provisions of this Contract.

3. APPOINTMENT
CSIR hereby appoints the Sub-Consultant to perform Sub-Contracted Services as described in Annexure "A" and the Sub-Consultant accepts such appointment upon the terms and conditions set out below.

4. DURATION

4.1 Notwithstanding the date of signature, this Contract shall commence on the Commencement Date and shall terminate automatically on the Termination Date, unless terminated earlier as provided for in this Contract.

4.2 In the event of the Client terminating the Principal Agreement, CSIR shall be entitled to terminate this Contract forthwith by written notice to the Sub-Consultant and CSIR shall not be liable for any damages whatsoever except for payment to the Sub-Consultant in respect of Sub-Contracted Services completed and/or expenses incurred up to the effective date of termination.

5. RESPONSIBILITY AND DUTIES

5.1 The Sub-Contracted Services are specified in Annexure "A" and the parties may amend such services on such terms and conditions to be agreed upon in writing.

5.2 The Sub-Consultant will, as part of his duties, attend such meetings as may be required by CSIR from time to time.

5.3 The Sub-Consultant hereby undertakes that it will at all times during the continuance in force of this Contract, observe the utmost good faith in the performance of its obligations as set out in this Contract.

5.4 The Sub-Consultant acknowledges and agrees to acquaint itself with all the necessary provisions of the Principal Agreement (including any subsequent variations thereof, which variations will be notified by CSIR to the Sub-Consultant as soon as reasonably practicable) and accepts such provisions of the Principal Agreement as binding on it in respect of rendering the Sub-Contracted Services for which the Sub-Consultant hereby accepts responsibility.

5.5 Any proposed deviations to the scope of work as set out in Annexure "A" made by the Sub-Consultant will be considered by CSIR provided that such deviations are motivated in writing by the Sub-Consultant and are of such a nature that they do not delay the completion of the Sub-Contracted Services in terms hereof. Any deviations unilaterally affected by the Sub-Consultant, which will have any additional cost implications and thereby increasing the Contract Price, will be for the account of the Sub-Consultant, unless the parties agree otherwise in writing.

6. PAYMENTS AND TAX

6.1 Payments shall be made by CSIR by way of direct transfer into the Sub-Consultant's bank account within forty-five (45) days from the date of receipt of the Sub-Consultant's invoice and report detailing the progress achieved in performing the Sub-Contracted Services, provided that such progress report is submitted as set out in Annexure "A" hereto, and provided furthermore that such
services have been rendered in a proper and workmanlike manner and to the satisfaction of CSIR.

6.2 The Sub-Consultant shall, within seven (7) days of CSIR's request, furnish CSIR with documentary proof of such expenses, which CSIR is required to reimburse.

6.3 The Sub-Consultant shall be responsible for accounting to the appropriate authorities for income tax, VAT, or any other moneys required to be paid by it or the Member in terms of income tax legislation, or any other law.

6.4 The Sub-Consultant hereby indemnifies CSIR against all losses, claims, liabilities, damage or expense which CSIR may suffer as a result of, or which may be attributable to any liability of CSIR for taxation in respect of payment made in terms of this agreement. For purposes hereof "taxation" includes SIT, and PAYE, VAT, all other forms of duties or taxation, taxation in respect of any assessment of taxation and any penalties or interest.

6.5 The Sub-Consultant shall within 30 (thirty) days of the Commencement Date provide proof to the satisfaction of CSIR that it has made the required arrangements with the Receiver of Revenue to ensure that income tax is payable by it, and not at source by CSIR. Failing provision of such proof, CSIR shall deduct income tax from the fee payable to the Sub-Consultant.

6.6 Notwithstanding clause 6.1 above, in the event of CSIR not receiving payment from the Client in respect of the Contracted Services rendered, the Sub-Consultant shall have no claim against CSIR until such payment has been received by CSIR.

7. CONFIDENTIALITY

7.1 It is agreed that the Sub-Consultant has given the undertakings contained in this clause in consideration of the benefits and advantages which he will gain by virtue of entering into this Agreement with CSIR, and the Sub-Consultant's association with the protected parties. The Sub-Consultant hereby acknowledges that the restraints contained herein are fair and reasonable and go no further than is reasonably necessary to protect the proprietary interests of the protected parties.

7.2 By virtue of the fact that the Sub-Consultant will be providing the Contracted Services to the protected parties, it/ he will have, and will continue to have, access to the Confidential Information of the Protected Parties.

7.3 Having regard to the above, and in order to protect the proprietary interests of the Protected Parties in the Confidential Information as aforesaid, the Consultant undertakes in favour of the Protected Parties in addition to and without limiting any other undertakings given by him in this clause, that:

7.3.1 he will not, whether directly or indirectly, use any of the Confidential Information, or divulge or disclose them to any other person or persons whatsoever, without the prior written consent of CSIR.

7.3.2 any written instructions, notes, memoranda or records of whatsoever nature relating to the trade secrets which may have been made by him or which may have come into his possession shall be:
7.3.2.1 deemed to be the property of the Protected Parties; and accordingly

7.3.2.2 surrendered by him to CSIR on the termination date, or on demand by
CSIR.

7.3.3 he shall not retain any copies of the Confidential Information, or make
any extracts there from.

7.3.4 he will not for a period of 1 (one) year after termination of the agreement
either for himself, or as the agent of anyone else, persuade, induce, solicit,
encourage or procure (or endeavour to do any of the aforegoing) any of
the employees of CSIR to:

7.3.4.1 become employed by or interested in any manner whatsoever in any business, firm, undertaking or company
(collectively referred to as “any concern”) directly or indirectly in competition with CSIR; or

7.3.4.2 terminate their employment with CSIR.

7.3.5 he will not furnish any information or advice acquired by him as a result of
his association with CSIR, to any person whatsoever, which results or
may result in any of the employees of CSIR becoming employed by or
interested in any manner whatsoever, whether directly or indirectly, in any
business, firm, undertaking or company in competition to CSIR.

7.4 The Sub-Consultant shall not, during the currency of this Contract, or after the
termination of the Contract, be entitled whether for his own benefit or that of others,
to make use or avail himself, of or derive profit from any information or knowledge
specifically related to the business or affairs of CSIR, which he shall or may have
acquired by reason of his position in or association with the business of CSIR.
8. INTELLECTUAL PROPERTY AND COPYRIGHT

8.1 Pre-existing Intellectual Property

8.1.1 The Sub-Consultant will retain ownership of its/his intellectual property developed prior to the commencement of this Contract ("the pre-existing intellectual property").

8.1.2 In the event of the Sub-Consultant’s pre-existing intellectual property being incorporated into the results or deliverables in terms of this Contract, the Sub-Consultant hereby irrevocably grants CSIR (and the Client, if necessary) a perpetual, royalty-free and worldwide, transferable and non-exclusive license to use such pre-existing intellectual property.

8.1.3 The Sub-Consultant undertakes to obtain, at his own cost, on behalf of CSIR (and the Client, if necessary) worldwide, perpetual and royalty-free licenses to use any third party’s intellectual property, which has been incorporated by the Sub-Consultant into the results or deliverables in terms of this Contract.

8.2 Obligation to disclose

The Sub-Consultant hereby irrevocably undertakes that it/he shall:

8.2.1 inform CSIR upon the inception of any intellectual property or improvements and continuously thereafter of all steps in the progress made to completion on a confidential basis;

8.2.2 at no time disclose any such intellectual property or improvement or any information relating thereto, to any person without the prior written consent of CSIR;

8.2.3 furnish CSIR upon request with such information or assistance in regard to any intellectual property or improvement as may be required for the optimum utilisation and application thereof.

9. BREACH AND TERMINATION

9.1 In the event of any of the parties committing a material breach of any of the terms and conditions of this agreement, and remaining in default for a period of fourteen (14) days after receipt by it of written notice from the other party calling for such breach to be remedied, the party delivering such notice shall be entitled, without prejudice to any other rights it may have in terms of this agreement or in law, to terminate this agreement by written notice to that effect given to the other party.

9.2 It is specifically recorded that the Agreement may be summarily terminated if at any stage the Sub-Consultant:

9.2.1 becomes insolvent;
9.2.2 is guilty of fraud, dishonesty, wilful default, gross negligence, gross
incompetence or other serious misconduct; or

9.2.3 after warning to desist there from within 7 (seven) days, has persisted in
failing to provide the Contracted Services, or fails to comply with the
instructions of CSIR.

10. INDEPENDENT CONTRACTOR

10.1 The relationship between CSIR and the Sub-Consultant shall not be deemed to
be one of employer/employee and the Sub-Consultant specifically agrees that
CSIR shall not in any way be liable to the Sub-Consultant under the provisions
of any legislation purporting to create such an employment relationship.

10.2 This Contract does not constitute and shall not be deemed to create a
principal/agent relationship, or joint venture, or partnership between the parties.

10.3 The Sub-Consultant hereby indemnifies CSIR against any liability, expense,
loss and claim arising from the Sub-Consultant's, or its member's omission,
negligence, or defaults.

11. WARRANTIES AND INDEMNITY

11.1 The Sub-Consultant warrants that:

11.1.1 he is able to conclude this Contract and implement the performance
obligations covered in this Contract to the satisfaction of CSIR;

11.1.2 although he will be entitled to provide the Sub-Contracted Services to
persons other than CSIR, the Sub-Consultant shall not without the prior
written consent of CSIR, be involved in any manner whatsoever, directly
or indirectly, in any business or venture which competes or conflicts with
his obligations to provide the Sub-Contracted Services in terms of this
Contract.

11.1.3 no aspect of the Sub-Contracted Services provided in terms hereof will
infringe any patent, design, copyright, trade secret, trade mark, or other
proprietary right of any third party ("third party proprietary rights"), and
the Sub-Consultant shall, at his cost, defend CSIR (and the Client if
necessary) against any claim that the Sub-Contracted Services infringe
any such third party proprietary rights. The Sub-Consultant further
indemnifies the CSIR against, and undertakes that he will pay all costs,
damages and attorney fees, if any, finally awarded against CSIR in any
action which is attributable to such claim and will reimburse CSIR with
all costs reasonably incurred by CSIR in connection with any such
action.

11.2 Should any person or entity institute a claim against CSIR, or the Client, in
terms of clause 11.1.3, CSIR shall give the Sub-Consultant notice thereof upon
becoming aware of such claim to enable the Sub-Consultant to take steps to
contest it.
11.3 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Sub-Consultant shall, on CSIR’s demand and within 14 (FOURTEEN) days of the Sub-Contracted Services having been found to infringe:

11.3.1 obtain for CSIR the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or

11.3.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or

11.3.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or withdraw the subject of infringement.

11.4 The Sub-Consultant undertakes that in connection with the performance of its obligations hereunder:

11.4.1 It will provide all material, staff and every other thing of the quality and standard necessary for the execution of the Sub-Contracted Services.

11.4.2 It will comply with all legal and statutory requirements applicable to the execution of the Sub-Contracted Services in force from time to time.

11.4.3 It will observe, perform and comply with all the provisions of the Principal Agreement to be observed, performed and complied with by CSIR, insofar as they relate and apply to the Sub-Contracted Services.

11.4.4 Without prejudice to the generality of sub-clauses 11.4.2 and 11.4.3 above, it will be liable for and hereby indemnifies CSIR against any expense, liability, loss, claim or proceedings in respect of:

11.4.4.1 personal injury to, or the death of any person, or loss or damage to property arising out of or in the course of or caused by the carrying out of the Sub-Contracted Services, where such injury, death, loss or damage is caused by an act(s) or an omission(s), negligence or default of the Sub-Consultant, its Member, servants or agents; and

11.4.4.2 its failure to perform (or failure to perform) the Sub-Contracted Services in accordance with the terms of this Contract.
12. **DISPUTE RESOLUTION**

12.1 Any disputes arising in terms of this Contract, which cannot be resolved amicably by and between the parties, shall be adjudicated by a competent South African High Court, unless the parties agree to resolve such dispute by arbitration in terms of a separate arbitration agreement. For purposes hereof, the parties consent and submit to the exclusive jurisdiction of the South African Courts for the adjudication of such disputes.

12.2 If any dispute arises between the Client and CSIR, which affects or relates to the Contracted Services, CSIR may by notice to the Sub-Consultant require that any dispute under this Contract in that regard shall be dealt with jointly with the dispute between the Client and CSIR and in accordance with the applicable dispute resolution clause and governing law of the Principal Agreement. In such joint dispute, the Sub-Consultant shall be bound in the same manner as CSIR by any award or judgment made in terms of such joint dispute resolution.

12.3 The provisions of this clause 12:

- 12.3.1 constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom, or claim at any such proceedings that it is not bound by such provisions.

- 12.3.2 are severable from the rest of this Contract and shall remain in effect despite the termination of, or invalidity for any reason of this Contract.

12.4 Notwithstanding the provisions of this clause 12, any party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Contract in the High Court of South Africa having jurisdiction over the parties.

13. **DOMICILIA AND NOTICES**

13.1 The parties hereby choose domicilium citandi et executandi for all purposes in terms hereof as follows:

13.1.1 **CSIR**

- Jan Cilliers Street
- Stellenbosch 7600
- P O Box 320
- Stellenbosch 7500
- Fax number: +27 21 888 2693

13.1.2 **The Sub-Consultant**

- The University of the Western Cape
- Modderdam Road
- Bellville 7535
- Private Bag X17, Bellville, 7535
- Fax number: +27 21 959 1201

13.2 Any party shall be entitled to change its domicilium citandi et executandi by giving written notice thereof to the other, provided that such change shall not take effect until receipt by such other party of such notice.
13.3 All notices to be given by hand by the parties to each other in terms hereof shall be given to the aforesaid physical addresses by delivery thereto, or if by posting by prepaid registered mail to the above postal addresses. In the event of posting, unless and until the contrary is proved, the notice shall be deemed to have been received on the seventh day after such posting.

14. TIME OF THE ESSENCE
It is recorded that the timely execution by the Sub-Consultant of the Contracted Services and obligations as required by this Contract, is material and of the essence to this Contract.

15. FORCE MAJEURE
15.1 No party will be liable for failure to perform any obligation in terms hereof in the event and to the extent that such failure is caused by force majeure event.
15.2 If a force majeure event arises which makes it impossible for the Consultant to perform in whole or in part the Contracted Services in accordance with this Contract, the Sub-Consultant shall promptly dispatch a notice to that effect to CSIR in writing. If certain Contracted Services have to be suspended as a result of such event, CSIR may extend the time for the completion of the Contracted Services until the event no longer exists. Should the duration of that event exceed a period of sixty (60) days CSIR and Sub-Consultant may either agree to a future period of suspension or either of the Parties may terminate this Contract by notice to the other Party. In the event of this Contract being terminated by reason of a force majeure event, the Consultant shall take such steps as are necessary to bring the Contracted Services to an end in a cost effective, timely and orderly manner.
15.3 Upon the termination of the Contract under Clause 15.2 and subject to the obligation of the Consultant to reduce expenditure to a minimum, as stated in Clause 16.2, the Consultant shall be entitled to be paid all amounts which are due to it under this Contract up to the effective date of such termination or postponement, less the amounts previously paid by CSIR to the Consultant in respect of the Contracted Services.

16. LIMITATION OF LIABILITY
Any claims for damages that may be instituted by the Sub-Consultant against CSIR in terms of this Contract, or as a result of the parties' association for the performance of the Contracted Services by the Sub-Consultant, shall be limited to an amount equal to the aggregate amount of fees payable to the Sub-Consultant in terms of this Contract, or the amount actually paid by CSIR to the Sub-Consultant at that time, whichever is the lesser. This maximum liability shall be an aggregate liability for all claims however arising, whether by contract, in delict or otherwise.

17. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT
17.1 No data message (as defined in the Electronic Communications and Transactions Act, 25 of 2002), including an e-mail, SMS, and recorded voice message, sent by the Sub-Consultant to CSIR, shall amend this Contract, or the
rights and duties of the parties in any manner, unless such data message is reduced to paper and signed by both parties or their duly authorized signatories.

17.2 Data messages (as defined above) sent by the Sub-Consultant to CSIR shall be deemed to be received by CSIR only when CSIR responds thereto, and for purposes of this clause an auto-response shall not be a response by CSIR.

17.3 Legal notices and/or disclaimers linked to, accessible from or attached to a data message (as defined above) sent by CSIR to the Sub-Consultant shall be deemed part of this Contract and shall override and replace any such notices or disclaimers linked to, accessible from or attached to any data message sent by the Sub-Consultant in a return message.

18. GENERAL

18.1 This document and its appendices contain the entire Contract between the parties and no party shall be bound by any undertaking, representation or warranty not recorded herein.

18.2 No alteration, variation, addition or agreed cancellation of this Contract shall be of any force or effect unless reduced to paper and signed by the parties, or their duly authorized signatories.

18.3 No indulgence, leniency or extension of time, which any party ('the grantor') may grant or show to the other shall operate as a waiver, or shall in any way prejudice or preclude the grantor from exercising any rights or remedies, which it would otherwise have.

18.4 If any clause or term of this agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this agreement shall be deemed to be severable there from and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Contract.

18.5 The Consultant shall not sell, assign, cede, transfer or hypothecate any of its rights under this Contract, or delegate any of its obligations or duties hereunder to any person, without the prior written consent of CSIR.

18.6 The parties shall pay their own costs relating to the preparation and settlement of this Contract.
19. **SURVIVING TERMS**

Any termination of this contract shall not absolve the parties from the obligation to observe the confidentiality measures and other restraints as set out herein. It is specifically recorded that the provisions of clauses 7, 8, 12 and 16 shall survive, in perpetuity, the termination of this Contract.

SIGNED AT [City] on this [15th] day of [Date] 2006.

AS WITNESSES:

1. .........................................................

2. .........................................................

SIGNED AT [City] on this [18th] day of [Date] 2006.

AS WITNESSES:

1. .........................................................

2. .........................................................
APPENDIX A1

APPOINTMENT AS SUB-CONSULTANT: UWC: BCB

| Consultant company name:     | UWC: BCB        |
| Consultant contact name & details: | Dr Richard Knight |
| Project/contract title:      | Development and offering of an honours level course in Ecological Informatics as the theoretical part of the NISL Programme for DST |
| Client details:              | CSIR Pretoria   |
| Client project/contract reference no: | JTSET001 |
| Effective Date:              | 1 April 2006    |
| Termination Date:            | 31 March 2008   |
| Fee:                         | R545 000 (Exclusive of VAT) |

### DELIVERY SCHEDULE

<table>
<thead>
<tr>
<th>Task no.</th>
<th>Title / description of services/functions</th>
<th>Deliverable / Product</th>
<th>Delivery / Due date</th>
<th>Amount (Rand)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Content refinement &amp; additional content development (3 Modules to refine and 2 new Modules to develop)</td>
<td>Course content framework and templates as per guideline</td>
<td>As per schedule (Appendix A1)</td>
<td>R150 000</td>
</tr>
<tr>
<td>2</td>
<td>Offering the course as per the agreed to programme by UWC based Lecturers</td>
<td>Course offered to the required academic standards</td>
<td>April 2006 to December 2006</td>
<td>Covered by Student registration fees</td>
</tr>
<tr>
<td>3</td>
<td>Course coordination and administration</td>
<td>Assistance to all Lecturers during content refinement &amp; development phase</td>
<td>2006/07, 2007/08</td>
<td>R318 000, R77 000</td>
</tr>
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</table>

**TOTAL AMOUNT/FEES (Exclusive of VAT)**: R545 000
# PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Payment</th>
<th>Amount (Rands, Excl. VAT)</th>
<th>Invoice due on approval of deliverable/product (Date)</th>
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<tbody>
<tr>
<td>1</td>
<td>R 43 000</td>
<td>June 2006</td>
</tr>
<tr>
<td>2</td>
<td>R252 000</td>
<td>December 2006</td>
</tr>
<tr>
<td>3</td>
<td>R173 000</td>
<td>March 2007</td>
</tr>
<tr>
<td>4</td>
<td>R 77 000</td>
<td>March 2008</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>R545 000</strong></td>
<td></td>
</tr>
</tbody>
</table>

## Invoices

The Sub-Consultant's invoices shall indicate the following:

- Consultant's Details
- CSIR Business Unit and Contact Person
- Name of Project
- Tasks Completed/Deliverable Description
- VAT Registration Number, if VAT Vendor
- Provisional Tax Number, if applicable
- Date of Completing Relevant Task
- Any other relevant details
## APPENDIX A2

**APPOINTMENT AS SUB-CONSULTANT: UWC: ICS**

<table>
<thead>
<tr>
<th>Consultant company name:</th>
<th>UWC: Information &amp; Communication Services</th>
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</thead>
<tbody>
<tr>
<td>Consultant contact name &amp; details:</td>
<td>Prof Derek Keats</td>
</tr>
<tr>
<td>Project/contract title:</td>
<td>Provision of e-learning and e-mentoring capabilities for the Ecological Informatics part of the National Information Society Learnerships (NISL) Programme for DST</td>
</tr>
<tr>
<td>Client details:</td>
<td>CSIR Pretoria</td>
</tr>
<tr>
<td>Client project/contract reference no:</td>
<td>JTSET001</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>1 April 2006</td>
</tr>
<tr>
<td>Termination Date:</td>
<td>31 March 2008</td>
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<tr>
<td>Fee:</td>
<td>R245 000 (Exclusive of VAT)</td>
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### DELIVERY SCHEDULE

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<th>Task no.</th>
<th>Title / description of services/functions</th>
<th>Deliverable / Product</th>
<th>Delivery / Due date</th>
<th>Amount (Rands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Instructional support</td>
<td>As required</td>
<td></td>
<td>Covered by students registration fees</td>
</tr>
</tbody>
</table>
| 2        | KEWL support for contracted period during NISL-E1 course | Maintain server and provide technical support during office hours  
Provide ongoing technical and pedagogical support for lecturers and mentors | April 2006 to March 2008 | R245 000 |

**TOTAL AMOUNT/FEE (Exclusive of VAT)**  
R245 000

### PAYMENT SCHEDULE

<table>
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<tr>
<th>Payment</th>
<th>Amount (Rands, including VAT)</th>
<th>Invoice due on approval of deliverable/product (Date)</th>
</tr>
</thead>
<tbody>
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<td>June 2006</td>
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<tr>
<td>2</td>
<td>R100 000</td>
<td>December 2006</td>
</tr>
<tr>
<td>3</td>
<td>R 48 000</td>
<td>March 2007</td>
</tr>
<tr>
<td>4</td>
<td>R 52 000</td>
<td>March 2008</td>
</tr>
<tr>
<td>TOTAL</td>
<td>R245 000</td>
<td></td>
</tr>
</tbody>
</table>
Invoices

The Sub-Consultant’s invoices shall indicate the following:

- Consultant’s Details
- CSIR Business Unit and Contact Person
- Name of Project
- Tasks Completed/Deliverable Description
- VAT Registration Number, if VAT Vendor
- Provisional Tax Number, if applicable
- Date of Completing Relevant Task
- Any other relevant details

Banking Details

Details of the Sub-Consultant’s bank account are as follows:

<table>
<thead>
<tr>
<th>Sub-Consultant’s Banking Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Account</td>
<td></td>
</tr>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Type of Account</td>
<td></td>
</tr>
<tr>
<td>Bank Name</td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
</tr>
<tr>
<td>Branch Code</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX A3

NISL: ECOLOGICAL INFORMATICS PHASE 2: VALIDATION

Work Breakdown Structure, Budget allocation and Project Schedule for the validation phase (2005-2007)

The following tables are shown below and brief notes are included with each table.

Table 1: Allocation of the funds across the financial years (Rand X 1000)
Table 2: Project Gantt Chart
Table 3: Allocation of funds to different institutions.
### Table 1: Funds allocation per financial year (Rand X 1000)

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Tasks</th>
<th>NISL-E1 (kR)</th>
<th>NISL-E2 (DST MOA) (kR)</th>
<th>Revised (June '06) (kR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td></td>
<td>494</td>
<td>1 504.5</td>
<td>1 504.5</td>
</tr>
<tr>
<td>Year 2</td>
<td></td>
<td>1801</td>
<td>650</td>
<td>650</td>
</tr>
<tr>
<td>Year 3</td>
<td></td>
<td>1461</td>
<td>650</td>
<td>650</td>
</tr>
<tr>
<td>PROJECT TOTAL</td>
<td></td>
<td>3756</td>
<td>2 804.5</td>
<td>2 804.5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Tasks</th>
<th>Included in C (kR)</th>
<th>Revised (June '06) (kR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>161</td>
<td>161</td>
</tr>
<tr>
<td>A</td>
<td>Recruitment &amp; Induction</td>
<td>1023</td>
<td>180</td>
</tr>
<tr>
<td>B</td>
<td>Content refinement &amp; development</td>
<td>616</td>
<td>963</td>
</tr>
<tr>
<td></td>
<td>Offering the course</td>
<td></td>
<td>991</td>
</tr>
<tr>
<td>C</td>
<td>Development of Learners</td>
<td>812</td>
<td>1 190</td>
</tr>
<tr>
<td>D</td>
<td>Programme Admin</td>
<td>1038</td>
<td>242</td>
</tr>
<tr>
<td>E</td>
<td>Contingencies Pool</td>
<td>257</td>
<td>68.5</td>
</tr>
<tr>
<td></td>
<td>Total for Years 1 to 3</td>
<td>3756</td>
<td>2 804.5</td>
</tr>
</tbody>
</table>

- Project duration (months): 27, 20, 20
- Learners contract period: 24, 18, 18
- Duration academic part: 24, 10, 18
- Duration experiential learning: 24, 18, 18
- Period at Host Institution: 8, 6, 0
Notes to Table 1:

Category F (Recruitment & Induction):

The screening criteria and job specs defined, at least twenty candidates identified and CV’s received. CV’s pre-screened and a shortlist of 15 candidates drawn up. Interviews/testing done and 11 candidates selected and contracted.

Category A (Content refinement and development):

1. A total of R$30,000 per module is budgeted for 6 modules of which 2 are new. It is assumed that UWC is responsible for 5 modules and CSIR for 1.

Category B (Offering the course):

2. It is assumed that the registration fees cover the lecturing costs for the UWC Lecturers. (Fees of R$12,000 for Year 1 and R$2,000 for Year 2).
3. An amount of R$30,000 per module is provided for non-UWC Lecturers (7 in total = 5 coordinated & paid by UWC, 2 coordinated & paid by CSIR).
4. An amount of R$2,000 per year is budgeted for a Programme Coordinator at UWC to assist Lecturers during the content development phase and to oversee the academic part of the programme.
5. An amount of R$10,000 per year is budgeted for technical support for the e-learning environment.
6. An amount of R$2,000 per month is budgeted for accommodation at the CSIR.
7. The budget allows for relevant resource material and expenses e.g. field trip costs, attendance of relevant seminars, workshops, conferences, etc.

Category C (Development of Learners):

8. Fees for a Bruce Copley type kick-off seminar for Learners & key Lecturers/Mentors carried over from NISL-BI budget (R$10,000).
9. A total amount of R$154,000 is budgeted for registration of the 11 Learners at UWC for Year 2.
10. An allowance of R$2,000 per month is budgeted for each Learner with a 6% increase in Feb 2007.
11. An amount of R$2,000 per year is budgeted for the Programme Coordinator/Mentor at CSIR to assist Learners and to oversee the practical part of the programme and assist host institutions.

Category D (Programme Administration & Project Management)

12. Administering the project including contracting, performance evaluation, progress reporting and evaluation.

Category E (Contingency Pool)

13. The contingency fund is for unforeseen expenses throughout the programme and will be managed by CSIR.
Table 2: Programme for NISL-E12 (2006/07) based on full time study with in-service experiential training.

<table>
<thead>
<tr>
<th>#</th>
<th>Task / Activity</th>
<th>Description</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recruit &amp; selection process</td>
<td></td>
<td>4 2 4</td>
</tr>
<tr>
<td>2</td>
<td>Learners contracted</td>
<td>Start</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Leave allowance</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Induction / soft skills project</td>
<td></td>
<td>4 1 1 2 1</td>
</tr>
<tr>
<td>5</td>
<td>Learners register @ UWC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Academic studies start</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Core Modules                           |                               |                                 |
| C1 | Scientific Methodology (BCB 703)            |                               |                                |
| C2 | Biostatistics (BCB 702)                     |                               | 2 1                             |
| C3 | Internship at CSIR (BCB 720)                |                               | 1                               |

| Effective Modules                      |                               |                                 |
| E1 | Principles of Biodiversity (BCB 715)        |                               | 1                               |
| E2 | Resource mapping (BCB 710)                  |                               | 1 2 1                           |
| E3 | Invasive biology (BCB 722)                  |                               | 1                               |
| B1 | Basic Economics (required for Resource Econ)|                               | 1                               |
| E4 | Resource Economics (BCB 724)                |                               |                                 |
| E5 | Conservation Biology (BCB 760)              |                               | 1                               |
| E6 | Climate change for Conservation planning (BCB 724) |                               | 1                               |
| E7 | EM Tools for SD (BCB 725)                   |                               | 1                               |
| E8 | Space Tech for Biodiversity assessment (BCB 723) |                               | 1                               |
| B2 | Reporting (written & verbal)                |                               |                                 |

| Other                                    |                               |                                 |
| Graduation (Sept 2007)                   |                               |                                 |
| Maximum number of weeks per month        |                               |                                 |

Note: Numbers in cells indicate duration in weeks (10 credits = 160 hours = 2.5 weeks of 40hrs per week, say 3 weeks allowing for unforeseen time off) Each module is equal to 10 credits.
Table 3: Allocation of the funds (Rand X 1000) to the different institutions across three financial years

<table>
<thead>
<tr>
<th>Ref</th>
<th>Category</th>
<th>2005/06</th>
<th>2006/07</th>
<th>2007/08</th>
<th>TOTALS</th>
<th>TOTAL TO EACH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CSIR – NRE (Laurie)</td>
<td>36</td>
<td>255</td>
<td>21</td>
<td>312</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>CSIR – R&amp;D Core (Dan)</td>
<td>370</td>
<td>1022</td>
<td>221</td>
<td>1613</td>
<td>1925</td>
</tr>
<tr>
<td>3</td>
<td>UWC – DEREK</td>
<td>35</td>
<td>193</td>
<td>17</td>
<td>245</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>UWC – RICHARD</td>
<td>115</td>
<td>352</td>
<td>77</td>
<td>545</td>
<td>790</td>
</tr>
<tr>
<td>5</td>
<td>ARC</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Contingencies pool</td>
<td>0</td>
<td>73</td>
<td>16.5</td>
<td>89.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>556</td>
<td>1924</td>
<td>324.5</td>
<td>2804.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BUDGET</td>
<td>1504.5</td>
<td>650</td>
<td>650</td>
<td>2804.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BALANCE</td>
<td>948.5</td>
<td>-325.5</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

Notes to Table 5:

1. The figures are given in multiples of R1000.
2. CSIR (R&D Core) figures include the Student allowances & Registration fees.
**MEMO TO DIRECTOR**

**Request for approval on hard copy documentation**

<table>
<thead>
<tr>
<th>Date of request:</th>
<th>26 July 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Staff Member requiring approval</td>
<td>Laurie Barwell</td>
</tr>
<tr>
<td>Signature of staff member</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Contact details (Tel ext., cell no)</td>
<td>0824622285</td>
</tr>
<tr>
<td>Project Number</td>
<td></td>
</tr>
<tr>
<td>Programme Name, and applicable Regional Office</td>
<td>SET Management</td>
</tr>
<tr>
<td>BAM and/or Programme Manager’s name:</td>
<td>Tanya du Toit</td>
</tr>
<tr>
<td>Signature</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Urgency of approval request:</td>
<td><strong>Very High</strong></td>
</tr>
</tbody>
</table>

**Brief background of approval request:**

This is the second phase of the NISL-EI project sponsored by DST and covered under the master contract signed between CSIR and DST in February 2006. This contract is registered under NRE because the content is our responsibility.

After having to change the budget spread and the course schedule due to the poor performance of the Students, we have finally reached agreement amongst CSIR, UWC and DST in a meeting this afternoon at UWC. This is now the final version of the contract that started on 1 April 2006.

We have had input from CSIR Legal Services (see attached). As you will notice we have removed clauses relating to IP and copyright from the standard conditions of contract.

**Human Resources Manager’s signature**

(if relevant to HR matters) 

[Signature] Date:

**HR Manager’s comments:**

**Finance Manager’s signature**

(for all invoices/transactions with a monetary value) 

[Signature] Date: 28/04/2006

**Finance manager’s comments:**

**Accompanying documentation**

Signed by Director: Yes / No [Signature] Date: 10/06/06

**Director’s comments:**