



The NZASM FAT Contribution Agreement



Business Enterprises University of Pretoria
 Attn.: Mr Hein Barnard
 Enterprises Building
 140 Lunnon Road
 Hillcrest
 0083

Date ~~July 27~~ ^{06.11.2015}, 2015
 Re Contribution Agreement - Act. no. 27431-03

210 Florence Ribeiro Avenue
 New Muckleneuk
 Pretoria
 0181
 South Africa
 www.rijksverheid.nl

Contact
 J.J.L. Martens
 T +27 12 425 45 42
 F +27 12 425 45 41
 jeroen-
 louis.martens@minbuza.nl

Our reference
 PRE-PCM/2015/

Cc
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Encl.
 Approved application form,
 approved proposal and budget,
 reporting template

Dear Mr Hein Barnard

With reference to your email of 20 July and your proposal concerning the Shared Cultural Heritage program project 'Footsteps along Tracks' I am pleased to inform you on behalf of the Netherlands Minister of Foreign Affairs, that a contribution of up to ZAR 257.280,00 (excl. VAT) be made towards the costs of the above-mentioned activity.

The contribution shall be subject to the following conditions:

1. The activity to be financed from the contribution:
 - shall be implemented under your responsibility;
 - in the manner described in the above-mentioned application form and project proposal received from you;
 - in accordance with the budget approved by me;
 - will run from 1 October 2015 to 31 December 2016.
2. Any changes in the agreed manner of implementation of the activity and/or in the budget shall be submitted in writing to me in advance for approval. If I have not replied in writing within one month of receipt of the changes, they may be deemed to have been approved. Any arrangements with third parties regarding the activity funded from the contribution shall be recorded by you in writing.

If there is a budget line contingency in your budget included, please be aware that this may only be used after written permission has been given by myself. These funds may only be used for unforeseen costs, not included in the initial budget.

3. The contribution of ZAR 257.280,00 (excl. VAT) shall be paid within 4 weeks upon receipt of the countersigned contribution agreement. Payment will only be done after receipt of the tax invoice. All budget items are exclusive of VAT.

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07.1 (Left): Clarke inspecting the steel plate girder structure of the NZASM bridge south-west of Revolver Creek (NZASM_BBL_005) on the Barberton Branch Line while compiling the FAT inventory.

4. The contribution will be transferred into your bank account:
Bank name: ABSA Bank
Account no.: 4051471943
Branch name: Hatfield
Branch code: 335545
Type: Cheque account
5. Within 4 weeks of the end of the activity you shall submit a work statement, from which it can be established whether the activity was implemented in accordance with this agreement.
6. You shall be responsible for maintaining sound management procedures and keeping proper accounts for the activity financed from the contribution. I reserve the right to inspect or instruct others to inspect the work carried out as part of the activity, including the accounts kept by you, within 22 weeks from the closing date of this contract. You shall render every assistance to the official or officials appointed by me to carry out such an inspection and shall allow them access to the documents relating to the contribution.
7. The parties shall not offer to third parties or seek or accept from or be promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the dissolution of this agreement or part thereof.
8. I reserve the right to demand repayment of all or part of the funds already transferred if you fail to fulfil your obligations under this agreement, or fail to fulfil them on time, or use the resources for a purpose other than that for which I made them available, or if a third party has provided co-financing for the same activities without my prior knowledge. Repayment shall be demanded only after consultation with you, after which the account shall be settled on the basis of the costs incurred and taking into account any financial commitments reasonably entered into for the future.
9. Unless expressly agreed otherwise, all correspondence relating to this agreement shall be worded in English and addressed to:

Mr Jeroen-Louis Martens, First Secretary Press and Cultural Affairs
Embassy of the Kingdom of the Netherlands;
jeroen-louis.martens@minbuza.nl

Mr Hein Barnard, Manager Contract Research and Consulting
Business Enterprises at University of Pretoria
hein.barnard@be.up.ac.za
10. Any changes or additions to this agreement shall be valid only if agreed in writing by both parties. This agreement shall be governed by Dutch law. Any dispute arising from this agreement shall be referred to the competent court in The Hague.
11. The organisation will include the logo of the Embassy of the Kingdom of the Netherlands in promotional materials and will mention the embassy as

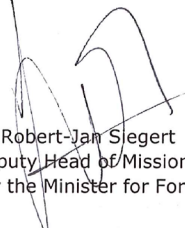
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a donor in news articles, speeches, interviews, on social media and elsewhere, if applicable. The logo will be send to you electronically.

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If you accept this offer, please countersign and date both copies of this agreement and return one of them to the Embassy of the Kingdom of the Netherlands in Pretoria.



Mr Robert-Jan Siegert
Deputy Head of Mission
For the Minister for Foreign Affairs

Date: *06.11.2015*
Place: Pretoria

The other party:



Mr Hein Barnard
Manager Contract Research and Consulting

Date: *9.11.2015*
Place: *Pretoria.*