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## AGREEMENT

### BY AND BETWEEN

### THE NEEMA FOUNDATION ("Neema")

### AND

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### ("the Purchaser")

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#### PREAMBLE

**WHEREAS** Neema is the owner of certain educational reading programme known as "Gateway into Reading" ("the Programme") used to assist pupils in developing their reading abilities.

**AND WHEREAS** the Purchaser wishes to use the Programme for its pupils who require to develop their reading abilities.

**AND WHEREAS** Neema has agreed to sell the Programme to the Purchaser and the Purchaser has agreed to purchase such Programme at a discounted price subject to terms and conditions as stipulated in this agreement.

#### IT IS THEREFORE AGREED

1. Neema agrees to sell the Programme to the Purchaser at a discounted price (listed in the Neema material order form) subject to the Purchaser's compliance with the terms and conditions stipulated in this agreement.
2. The discounted price shall be paid prior to delivery of the Programme to the Purchaser.
3. At least 75% of the Purchaser's pupils shall be non-paying - underprivileged and unable to otherwise afford the lessons. The Purchaser shall on request advise Neema of the total number of pupils in order to assess compliance in this regard.
4. The Purchaser shall at all times have a professionally qualified teacher accredited by Neema heading up the programme.
5. The Purchaser shall send at least one senior/experienced professionally qualified teacher to Neema for training and accreditation. Should that teacher leave the Programme, then the replacement teacher (also senior/experienced professionally qualified) must be trained and accredited by Neema prior to participating in the Programme.
6. The Programme shall be received by the Purchaser once:

- a) payment has been made as per clause 2,
- b) a trained teacher has been accredited by the Owner and
- c) the Discount Contract has been signed.

7. The Purchaser shall provide an annual report to Neema. This report will describe the achievements and impact of the Programme. It will also contain constructive feedback on how the Programme could be improved.
8. The Purchaser shall give Neema consent to share the feedback received.
9. It is hereby agreed that the use of the Programme by the Purchaser in terms of this Agreement is limited, subject to any waiver in writing by Neema, to a 50 (fifty kilometre) radius of ..... ("the Designated Site") The Purchaser shall accordingly not be permitted to grant the use of the Programme or loan, sell, distribute or in any manner dispose of the Programme or rights or any portion thereof to any other party outside the Restricted Area without the specific written approval of Neema.
10. The Purchaser does hereby accept and undertakes to be bound by the Copyright provisions relating to the Programme. Specifically the statement of the Copyright information as appearing on the material reads as follows –

*"Copyright Information: This material may be reproduced by the original purchaser only for use with their class (es) and only for use within a 50km radius of the purchaser's Designated Site. The publisher prohibits the loaning, on selling or giving of this material to any third party for purposes of reproduction."*

11. Neema and the Purchaser (which shall include all its teachers participating in the Programme) will at all times during the Programme exercise the utmost good faith in exercising their rights and carrying out their obligations in terms of this agreement. Should any disputes arise between the parties in regard to this agreement, they will negotiate with each other in a spirit of good faith in order to resolve such dispute.
12. Neema and the Purchaser do hereby choose as their respective domicile for all purposes in terms of this Agreement as follows

12.1 Neema \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

12.2 The Purchaser \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

12.3 The respective email addresses are:-

12.3.1 Neema \_\_\_\_\_

12.3.2 The Purchaser \_\_\_\_\_

13. Any notices to be given in terms of this Agreement shall be written and shall be sent either by pre-paid registered post or by delivery by hand or by email. Any notice sent to a party's *domicile* as selected above, by pre-paid registered post, shall be deemed to have been received by such party on the 4<sup>th</sup> (fourth) day after posting of same or, if delivered by hand or by email, on the date of such delivery by hand or email.
14. If the Purchaser fails to fulfil any of its obligations in terms of this agreement, Neema may request the Purchaser in writing to remedy such breach within fourteen (14) days after receipt of the request to remedy the breach. If the Purchaser does not remedy the breach with the aforesaid period, Neema shall be entitled to cancel the agreement and the Purchaser shall return all Programme material to Neema and Neema shall not be required to refund the purchase price or any portion thereof.

Signed by **Neema** this \_\_\_\_\_ day of \_\_\_\_\_

(Signed) \_\_\_\_\_

**Witnesses**

(Name) \_\_\_\_\_

1. \_\_\_\_\_

**Neema Foundation Trustee**

Being duly authorised thereto

2. \_\_\_\_\_

Signed by the **Purchaser** this \_\_\_\_\_ day of \_\_\_\_\_

(Signed) \_\_\_\_\_

**Witnesses**

**Purchaser**

Represented by \_\_\_\_\_

being duly authorised thereto

1. \_\_\_\_\_

2. \_\_\_\_\_



**DISCLAIMER/INDEMNITY**

I the undersigned \_\_\_\_\_ for and on behalf of, and duly authorised by \_\_\_\_\_ (**“the ASSOCIATION”**) to sign this Disclaimer and Indemnity, do hereby confirm that the **ASSOCIATION** purchased from **THE NEEMA FOUNDATION (“NEEMA”)** certain educational reading programme known as “Gateway into Reading” (**“the PROGRAMME”**) to be implemented and used by the **ASSOCIATION** in the development of reading of learners with reading difficulties.

I confirm that the **ASSOCIATION** is independent and has no link legally or otherwise with **NEEMA** and shall accordingly be responsible for conducting all aspects of the **PROGRAMME**, including but not limited to, teaching, instruction, administration and general implementation of the **PROGRAMME**.

The **ASSOCIATION** does hereby indemnify and hold harmless **NEEMA**, its owners, principals, committee, employees and agents against any loss, injury or damage from whatsoever cause incurred or suffered by the **ASSOCIATION** and/or its teachers, employees and pupils during the conduct of the **PROGRAMME** by the **ASSOCIATION**.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_

(Signed) \_\_\_\_\_

(Full Names) \_\_\_\_\_

Capacity \_\_\_\_\_

Duly authorised by (name of ASSOCIATION) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_