AGREEMENT

ENTERED INTO BY AND BETWEEN

THE NATIONAL COMMISSION ON RESEARCH, SCIENCE & TECHNOLOGY
(Hereinafter referred to as “The NCRST”)
(Herein represented by Dr Eino Mvula,
in his capacity as CHIEF EXECUTIVE OFFICER,
him being duly authorized thereto)

and

THE NAMIBIA ALLIANCE FOR IMPROVED NUTRITION
(Hereinafter referred to as the “NAFIN”)
(Herein represented by Hon. Nahas Angula
in his capacity
as the Convener of NAFIN)

(Hereinafter jointly referred to as “The Parties”)
FUNDING AGREEMENT

THE NATIONAL COMMISSION ON RESEARCH, SCIENCE & TECHNOLOGY ("NCRST"), established in terms of section 4 of the RESEARCH, SCIENCE & TECHNOLOGY ACT, ACT NO 23 OF 2004, herein represented by Dr Eino Mvula, in his capacity as CHIEF EXECUTIVE OFFICER, him being duly authorized thereto and acting for and on behalf of the NCRST

(Hereinafter referred to as the “NCRST”)  

and

THE NAMIBIAN ALLIANCE FOR IMPROVED NUTRITION

Herein represented by Hon. Nahas Angula in his capacity as Convener, him being duly authorized thereto and acting for and on behalf the NAFIN.

(Hereinafter referred to as the “NAFIN”)
PREAMBLE

WHEREAS the NCRST was established in terms of section 4 of the Research, Science & Technology Act, Act 23 of 2004;

AND WHEREAS the NCRST has a mandatory legal duty in terms of the Act to promote, coordinate and develop Research, Science and Technology in Namibia;

AND WHEREAS the NCRST shall in terms of section 23 of the Act, administer the Research, Science & Technology Fund;

AND WHEREAS the Fund shall “subject to the provisions of the Act, be applied for:
23(3)(c)

“(c) To fund the costs of any project or other activity of the Commission undertaken by the Commission or by any research institute with the approval of the Commission”

AND WHEREAS the NAFIN wishes to carry out the Survey of the Nutrition Status of San Infant in Namibia;

AND WHEREAS the NAFIN has applied and submitted a written proposal to the NCRST, for the funding of the abovementioned project, which proposal is attached hereto as Annexure “A”.

AND WHEREAS the NCRST, after thorough scrutiny of the proposal submitted by the NAFIN, favourably considered such proposal to be in accordance with the requirements as envisaged in section 23(3) and hereby agrees to grant a once-off amount to the NAFIN,

NOW THEREFORE THE PARTIES AGREE ASfollows:

1. DEFINITIONS

In this Agreement, the expressions defined below shall have the meanings assigned to them unless contrary to or inconsistent with the context:

“Act” means the Research, Science & Technology Act, Act 23 of 2004;

“Agreement” means the agreement set out in this document together with all
annexures hereto and any agreed amendments thereto,

"Commission" means the National Commission on Research, Science & Technology, established in terms of section 4 of the Act;

"Commencement Date" means the date upon which the parties resolve to commence this agreement notwithstanding the date of signature hereof;

"Date of Signature" means the date upon which this Agreement, is signed by the party doing so last;

"Research, Science & Technology Fund" means the Fund established by section 23 of the Act;

"CEO" means the Chief Executive Officer of the Commission, appointed in terms of section 14 of the Act;

"Fund" means Research, Science & Technology Fund;

"Grant(s)" means all forms of funding provided by Commission and include research grants, bursaries, scholarships and fellowships; and for purposes of any project, the Grant shall mean the funding to be provided by the Commission;

"NAFIN" shall mean the Namibia Alliance for Improved Nutrition;

"NCRST" shall mean the National Commission on Research, Science & Technology and shall have a corresponding meaning to "Commission";

"Parties" means the NAFIN and the Commission, as hereinbefore defined;

"Party" means any one of the Parties as the context may indicate;

"Convener" means the representative of the Namibia Alliance for Improved Nutrition;

2. INTERPRETATION

In this Agreement, clause headings are for reference purposes only and shall not influence its interpretation:

2.1 the parties shall, wherever necessary or appropriate, be referred to by their defined designations as here above;

2.2 references to the masculine gender shall include the feminine and neuter genders and vice versa;

2.3 references to natural persons shall include bodies corporate and other legal personae and vice versa;
2.4 references to the singular shall include the plural and vice versa;

2.5 all annexures hereto shall be deemed to be incorporated herein and shall form an integral part hereof;

2.6 where an expression has been defined and such definition contains a provision conferring rights or imposing obligations on a party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;

2.7 any reference to the period, currency, un-expired period, termination or date of termination of this Agreement, shall include any extension thereof;

2.8 if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two;

2.9 should there be any discrepancy between the terms and conditions of this Agreement and the annexures hereto then the terms and conditions of this Agreement shall prevail;

2.10 should there be any uncertainty regarding any aspects of this Agreement, NAFIN shall within 7 (seven) days after signature of this Agreement, refer the matter to the Commission in writing for a decision before commencing with the execution of this Agreement. Failure by NAFIN to do so shall absolve the Commission from all liability resulting from any incorrect interpretation of this Agreement and NAFIN shall be liable for any cost resulting from any such incorrect interpretation.

3. PROJECT

3.1 The parties hereto agree that the NAFIN shall on behalf of the Government of the Republic of Namibia, carry out the Survey of the Nutrition Status of San Infant in Namibia, within the following Regions – Omaheke, Oshikoto and Otjozondjupa;

3.2 The NAFIN hereby agrees to fully acquaint itself with the provisions of the Research, Science and Technology Act, which provisions shall form the basis of this Agreement and be an integral part of this Agreement as if specifically recorded and incorporated herein.

3.3 The parties hereto agree that the written proposal submitted by NAFIN shall form part of this Agreement and be annexed hereto as Annexure “A”.
4. DURATION

This Agreement shall commence on the commencement date and shall be for a period of TWELVE (12) MONTHS.

5. FUNDING

The COMMISSION hereby agrees to fund this Project in the amount of N$ 100 000-00 (ONE HUNDRED THOUSAND NAMIBIA DOLLARS ONLY), upon signature by both parties of this Agreement, towards the cost of the Project in Phase 1 (one). In addition, the COMMISSION will also contribute technical and human resources capacity towards Project coordination, monitoring and evaluation.

Funding is made available on condition that sufficient funds are available in the Research Science and Technology Fund.

6. USE OF FUNDS

The funds so granted by the COMMISSION may not be applied or utilized for any other purpose than as stated here below, without the COMMISSION’S express consent in writing first having been had, which consent shall not unreasonably be withheld:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Amount (N$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printing of questionnaire, consent forms, survey report &amp; anthropometric materials</td>
<td>91 700.00</td>
</tr>
<tr>
<td>Training / workshop</td>
<td>7 000.00</td>
</tr>
<tr>
<td>Safety Box</td>
<td>1 050.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>99 750</strong></td>
</tr>
</tbody>
</table>

7. TRANSFER OF FUNDS

Transfer of fund is made directly to suppliers upon receipt of quotations and invoices to be supplied by NAFIN. NCRST reserves the right to verify supplier information and credibility for each payment requested.

After the signature of the Agreement, the COMMISSION shall be obliged to pay to reputable suppliers who will be undertaking the above-mentioned activities, provided that there are quotations and invoices made available.

8. REPORTING

The NAFIN shall provide reports after every six months, or at any stage as may be so requested by the COMMISSION.
9. CANCELLATION

In the event of the NAFIN failing to fulfill any terms or conditions of this Agreement, the COMMISSION or its duly authorized Agent shall have the right to:-

EITHER

9.1 Cancel this Agreement by fourteen (14) days' prior written notice per registered letter to the NAFIN, claiming rectification of such breach or omission, failing which the Agreement shall be cancelled, and the NAFIN shall forfeit the unutilized portion of the grant, without prejudice to any of the other rights and remedies of the COMMISSION.

OR

9.2 Claim immediate fulfillment of all terms and conditions of this Agreement.

10. WHOLE AGREEMENT

The NAFIN hereby acknowledges that there are no undertakings or agreements by the COMMISSION, that no warranties have been given by or on behalf of the COMMISSION, either in writing or verbal, except as contained in this agreement and that the terms and conditions of this agreement constitute the whole agreement between the parties and that no variation, alteration, modification or suspension of any of terms or conditions of this agreement shall be of any force and effect unless reduced to writing, signed by all parties and made an annexure hereto.

11. JURISDICTION

The parties consent to the jurisdiction of the High Court of Namibia or the Magistrate's Court for the District of Windhoek for any legal proceedings in respect of any dispute that may arise from this agreement regardless of the cause of action or the amount in dispute and this paragraph shall serve as a written consent to jurisdiction as may be required by any law or court for purposes of conferring jurisdiction upon the court wherein the dominus litus institutes such proceedings.

12. DOMICILIAM

For all purposes and legal proceedings arising from this contract the COMMISSION and the NAFIN respectively choose domicilium citandi et executandi at the addresses under mentioned to which all notices or other documents may be sent in relation to this Agreement, unless either party hereto is advised in writing by the other of any change of address, and the parties further agree that a registered letter posted to them to their respective postal addresses, namely:-
COMMISSION

Postal Address: Private Bag 13253, Windhoek
Physical Address: Erf No 490, Platinum Street, Prosperita, Windhoek
Representative for the Commission: Dr Eino Mvula
Capacity of Representative: Chief Executive Officer
Telephone Number: +264 - 61 431 7001
Fax Number: +264 - 61 235758
Cell Phone Number: +264 - 811470243
Email Address: emvula@ncrst.na

NAFIN:

Postal Address: P O Box 90311
Physical Address: 152 Robert Mugabe Avenue, Eros Namibia
Representative: Hon Nahas Angula
Capacity of Representative: Convener
Telephone Number: +264 61 301061
Fax Number: +264 61 301428
13.7 Email Address: nafinsec@gmail.com
Praktika-Afrika@web.de
SIGNED at WINDHOEK this 11th day of April, 2017 in the presence of the undersigned witness:

AS WITNESSES:

1. 

2. 

DR EINO MVULA
(FOR THE COMMISSION)

SIGNED at WINDHOEK this 11 day of April 2017, in the presence of the undersigned witnesses:

AS WITNESSES:

1. 

2. 

HON. NAHAS ANGULA
(FOR NAFIN)