

*[Handwritten signature]*

*Bmz*

*[Handwritten mark]*

**KHARA HAIS PUBLIC LIBRARY**  
Hereinafter referred to as "The Public Library"  
Herein duly represented by Mr W J B Engelbrecht  
in his/her capacity as Municipal Manager, Khara Hais Municipality, Uppington  
duly authorised thereto

and

**THE UNISA LIBRARY**  
Herein duly represented by Mrs A J Gozo  
in her capacity as Director : Customer Services  
duly authorised thereto

on behalf of the

**UNIVERSITY OF SOUTH AFRICA**  
Established in terms of the  
Higher Education Act 101 of 1997, as amended  
Hereinafter referred to as "UNISA"  
Herein duly represented by Dr Buhle Mbambo-Thata  
in her capacity as Executive Director

Entered into between

Memorandum of Agreement

*Unisa signed  
2013/01/05*

1. **Interpretation**
  - 1.1. In this Memorandum of Agreement, unless the context indicates otherwise:
    - 1.1.1. "MoA" means the Memorandum of Agreement set out in this document;
    - 1.1.2. Any reference to the singular includes the plural and vice versa;
    - 1.1.3. "Commencement date" is the date that this MoA becomes legally operative and binding to the parties hereto, which date will be listed in Annexure A (Courier Services).
2. **The Parties**
  - 2.1. The parties to the MoA are hereinafter referred to as "the parties" cited above.
3. **Duration**
  - 3.1. Notwithstanding the date of signature of this agreement, this MoA will commence on the commencement date, and will endure for 3 (three) years or until terminated by either party in terms of clause 9 hereof and/or superseded by any subsequent agreement duly entered into by the parties hereto.
4. **Undertakings by Parties**
  - 4.1. In accordance with this agreement, all parties are committed to the specific obligations and responsibilities of the parties in terms of the MoA and as listed under Annexure "A".
5. **Costs**
  - 5.1. The parties have agreed in principle to enter into a reciprocal free of charge agreement for Interlending Library Services.
6. **Good Faith**
  - 6.1. The Parties undertake to act in good faith at all times in pursuance of their respective roles and responsibilities in terms of this MoA as well as to give effect to the spirit and intent of the MoA.
7. **Copyright**
  - 7.1. All content supplied by the parties will be used strictly for research and study purposes and both parties undertake to not supply any material to a third party.
  - 7.2. In all material requested and supplied the obligations and regulations of the Copyright Act no 98 of 1978, as amended will be observed and implemented.
8. **Force Majeure**
  - 8.1. If any party is unable to perform their duty, the party shall immediately notify the other party of the reason or reasons and cause for its inability to perform and shall submit an estimated duration of such inability to perform.
  - 8.2. The party incapable of performing shall, at no cost to the other parties, exercise due diligence to shorten the duration and to avoid the cause of the inability to perform and shall keep the other parties informed of all steps taken to enable performance under this agreement.
9. **Termination**
  - 9.1. Any party may terminate this MoA at any time without penalty or further obligation upon giving one month (1) month written notice to the other Party.

Bmi

WJBS  
[Signature]

10. *Domicilium* address and notices

10.1. The Parties choose as their *domicilium* address for all purposes arising from or pursuant to this MoA, as follows:

10.1.1. Unisa Library;

10.1.2. Executive Director, Department of Library services, PO Box 392, Unisa, 0003 (for written correspondence).

10.1.3. UNISA :( Legal Notices): The Legal Service Office  
University of South Africa  
OR Tambo Building 11-21  
Pretter Street  
Muckleneuk Ridge  
PRETORIA  
Tel No: 012 429 8904  
Fax No: 012 429 8902

10.1.4. The Public Library

As listed in Annexure "A" (Courier Services)

10.2. A party may change its *domicilium* address on 30 (thirty) days written notice to the other parties.

10.3. Any notice given in terms of this MoA must be in writing and must:

10.3.1. If delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;

10.3.2. If delivered by registered post, be deemed to have been duly received by the addressee 7 (seven) days after it was sent;

10.3.3. If delivered by recognized courier service, be deemed to have been received by the addressee on the first business day following the date of such delivery by the courier service concerned;

10.3.4. If transmitted by facsimile be deemed to have been received by the addressee 1 (one) business day after the dispatch; and


10.3.5. If transmitted by e-Mail be deemed to have been received by the addressee 1 (one) business day after the dispatch.

11. General

11.1. This agreement constitutes the sole record of the agreement between the Parties in regard to its subject matter, and supersedes any previous contract between the Parties and comes into effect on the date stipulated in Annexure A (Courier Services).

11.2. Neither Party is bound by any representation, warranty, undertaking, promise, or the like, not recorded in this MoA.

11.3. This agreement constitutes the entire agreement between the parties who acknowledge that there are no other oral or written understandings or agreements between them relating to the subject matter of this agreement. No amendment, consensual cancellation or other modification of this agreement, including this provision, shall be valid or binding on a party hereto unless reduced to writing and executed by both parties hereto.

  
BMT



SIGNED at UNISA on this 4 day of April 2013 in the presence of the undersigned witnesses:

Bhukho  
Dr B Mbambo-Thata  
Executive Director: UNISA Library

[Signature]  
Mrs A J Gozo  
Director: Customer Services: UNISA Library

SIGNED at UPINGTON on this 10th day of MAY 2013 in the presence of the undersigned witnesses:

Witnesses:

[Signature]

[Signature]  
(On behalf of The Public Library)

[Signature]  
(Signatures of witnesses)

[Signature]


**ANNEXURE "A" (COURIER SERVICES)**

Commencement date: 1 January 2013

*Domicilium* address and notices for The Public Library:

Khara Hais Public Library  
Khara Hais Municipality  
Private Bag X6003  
Civic Centre  
Mutual Street  
Uppington 8800

1. In accordance with this agreement, Unisa library undertakes to:
  - 1.1 Despatch material requested by students via courier services free of charge to the Khara Hais Public Library in accordance with the Unisa Library services contract with the relevant courier.
  - 1.2 Notify students once their requests have been dispatched
  - 1.3 Observe all copyright regulations.
  - 1.4 Follow up on outstanding or overdue loans.
  - 1.5 In a case where the Unisa Library cannot supply the particular item, the Unisa student will be duly informed.
  - 1.6 Claim against the courier for undelivered or damaged parcels, which Unisa shall initiate.
  - 1.7 Ensure that all Unisa Library contact details are updated.
  - 1.8 Include any appropriate training for the Khara Hais Public Library librarians to render assistance to registered Unisa students.
  - 1.9 Market the partnership service to Unisa students
  
2. In accordance with this agreement, the Khara Hais Public Library undertakes to:
  - 2.1 Keep the Unisa student records: Student name, student number and bibliographic details of the book/s requested.
  - 2.2 Make every effort to secure and maintain the material received.
  - 2.3 Despatch the material received via courier services to Unisa Library at Unisa's cost
  - 2.4 Observe all copyright regulations
  - 2.5 Provide assistance to Unisa students when necessary
  - 2.6 Acknowledge receipt of material from both students and courier services
  - 2.7 Ensure that all Public Library contact details are updated
  - 2.8 Apply the Public Library's rules and regulations to students of Unisa
  - 2.9 Provide access to authorized reading space

  
WJBS  
