



## **Policy on Usage of SAQA Trademarks by Stakeholders**

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## **1. PREAMBLE**

SAQA has produced a number of Trademarks which play an important role in developing and protecting its corporate image and legal mandate. In order to uphold the good image of SAQA, it is critical that SAQA maintains a policy framework that relates to the protection of its corporate image against improper or inappropriate use.

SAQA's Trademarks have been lodged with the Registrar of Patents and Trademarks in order to provide the maximum possible protection against their unauthorised use that the law affords.

1.1. The Trademarks lodged are the following:

- South African Qualifications Authority
- SAQA
- South African Qualifications Authority together with the old and new Q devices
- National Qualifications Framework
- NQF
- National Learners' Records Database
- NLRD
- NQF support link together with logo
- Khetha

## **2. PURPOSE**

The purpose of this policy is to establish guidelines on the use of SAQA Trademarks by stakeholders. It is developed to ensure that the organisation's image is enhanced by the proper use of the Trademarks by stakeholders and, on the other hand, not adversely affected by their improper or inappropriate use.

## **3. OWNERSHIP**

The Advocacy, Communication and Support Directorate is the custodian of this policy.

## **4. SCOPE OF PRACTICE**

This policy applies to all stakeholders that use or request the use of SAQA Trademarks.

## **5. TYPE OF POLICY**

This is an operational policy.

## **6. DEFINITIONS**

- 6.1. **Accredited provider:** The certification, usually for a particular period of time, of a person, a body or an institution by a Quality Council as having the capacity to offer a specific education programme or trade and occupational learning programme that leads to a qualification or part-qualification registered on the NQF
- 6.2. **Recognition of professional bodies:** A status assigned to a statutory or non-statutory professional body by SAQA for the purposes of the National Qualifications Framework Act when it fulfils set criteria, including the registration of its professional designation(s) on the NQF.

## **7. PERMISSION OF USAGE**

Any stakeholder that wishes to use a SAQA Trademark must submit a written request giving details of how it proposes to use such. Such request must include a statement to the effect that the applicant agrees to be bound by the terms of this policy and review thereof in SAQA's sole discretion and by any directive given by SAQA regarding how the Trademark is to be used. The applicant will also be bound by the provisions of the corporate style guide, if applicable. Permission to use a SAQA Trademark must be given by the SAQA Chief Executive Officer.

## **8. LICENCE AGREEMENT**

Should the applicant wish to use a SAQA Trademark on an ongoing or regular basis it must enter into a licence agreement in the form approved by SAQA (Annexure A): Deed of Adherence.

## **9. ACCEPTABLE USERS**

- 9.1. An applicant must satisfy SAQA that it will use the Trademark applied for in a way that will complement and assist in the achievement of the objectives of SAQA.
- 9.2. If the applicant is an education and training provider it must be accredited by a Quality Council as defined in the National Qualifications Framework Act, 2008.
- 9.3. An accredited education and training provider may only use a Trademark in connection with a qualification or part qualification registered on the National Learners' Records Database.

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- 9.4. If an applicant is a professional body it must be recognised by SAQA in terms of the Policy and Criteria for Recognising a Professional Body and Registering a Professional Designation for the Purposes of the National Qualifications Framework Act, Act 67 of 2008.
- 9.5. An accredited professional body may only use a Trademark in connection with the professional designations registered on the NQF.

## **10. SPECIFICATIONS**

### 10.1. SAQA Trademarks may:

- Only be produced from copies of the designer master drawing (in hard copy, electronic media or hologram) available from SAQA;
- Only be reproduced in a solid, unbroken tone on a solid, unbroken background;
- Be enlarged or reduced in size, provided that the relative proportions of each component of the design remain unchanged;
- Be reproduced in the solid Black or Pantone 072 CVC against white background according to stipulations and proportions available from SAQA;
- Be used in a central position for a symmetrical layout, or offset to one side for an asymmetrical layout;
- Only be reproduced upright, never at a slant or in a horizontal position; and
- Appear more than once in a layout (e.g they could be used in a series of paragraph headings) but may not be reproduced in more than one size on one page or panel.

### 10.2. SAQA Trademarks may not:

- Be used in conjunction with any elements that could be interpreted as being part of the Trademark design;
- Be encircled, or partly encircled, with lettering;
- Be used as a substitute for the letter Q in SAQA, or as any letter in any other word; and
- Be used to form a repeating pattern or border.

## **11. ENFORCEMENT**

In the event that SAQA becomes aware of the unauthorised usage of a Trademark, the appropriate steps, including legal action with cost if necessary, to force the termination of such usage will be taken.

## Annexure A

### Deed of Adherence

This serves to confirm that **[insert details of Education and Training Provider]** ("**[define]**") has already acquired or wishes to acquire accreditation by **[insert name of Quality Council]** as an Education and Training Provider in South Africa ("**the accreditation**"). **[insert Provider name]** acknowledges that, it is required to bind itself to the licence agreement entered into between the South African Qualifications Authority ("**SAQA**") and **[insert name Quality Council]** dated **[insert]**, as may be amended from time to time ("**the Licence Agreement**").

**[insert Provider name]**, hereby agrees and undertakes that, with effect from the date of acquiring the accreditation, it will be bound by all of the provisions of the Licence Agreement, and all the terms thereof will be enforceable against it by SAQA and **[insert name of Quality Council]** as the case may be, as the parties to the Licence Agreement, as if it had been an initial party thereto. All rights and benefits of the **[insert name of Quality Council]** under the Licence Agreement, will vest in the **[insert Provider name]**.

**[insert Provider name]** shall be bound to the Licence Agreement for as long as it is accredited by **[insert name of Quality Council]** or until such time as the Licence Agreement is terminated in accordance with its terms.

Signed at \_\_\_\_\_ on \_\_\_\_\_ .

authorised

.....  
for: **[insert Provider name]**, duly

Accepted at \_\_\_\_\_ on \_\_\_\_\_ .

.....  
for: **[insert name of Quality Council]**, duly authorised

## Deed of Adherence

This serves to confirm that **[insert details of Professional Body]** ("**[define]**") meet South African requirements as outlined in the policy and criteria for recognising a professional body and registering a professional designation for the purposes of the NQF Act, including the data requirements. **[insert Professional Body name]** acknowledges that, it is required to bind itself to the SAQA licence agreement, as may be amended from time to time ("**the Licence Agreement**").

**[insert Professional Body name]**, hereby agrees and undertakes that, with effect from the date of acquiring the accreditation, it will be bound by all of the provisions of the Licence Agreement, and all the terms thereof will be enforceable against it by SAQA as the case may be. All rights and benefits under the Licence Agreement, will vest in the **[insert Professional Body name]**.

**[insert Professional Body name]** shall be bound to the Licence Agreement for as long as it is accredited by **SAQA** or until such time as the Licence Agreement is terminated in accordance with its terms.

Signed at \_\_\_\_\_ on \_\_\_\_\_ .

.....  
for: **[insert Professional Body name]**,  
duly  
authorised

Accepted at \_\_\_\_\_ on \_\_\_\_\_ .

.....  
for: **[SAQA]**, duly authorised

## LICENCE AGREEMENT

This Agreement is made and entered into between:

**SOUTH AFRICAN QUALIFICATIONS AUTHORITY**, a statutory body established in terms of the South African Qualifications Authority Act 58 of 1995, and which continues to exist in terms of the National Qualifications Framework Act No. 67 of 2008, with its offices at SAQA House, 1067 Arcadia Street, Hatfield, Pretoria, Gauteng ("**the Licensor**")

And

**[to be completed in each case] ("the Licensee")**

### WHEREAS:

- A. The Licensor is a statutory body created to implement, oversee the development and pursue the objectives of the NQF;
- B. The Licensee is a Quality Council as defined in Chapter 5 of the National Qualifications Framework Act No. 67 of 2008; or a Professional Body accredited in terms of the policy and criteria for recognising a professional body and registering a professional designation for the purposes of the NQF Act.
- C. The Licensee, therefore, wishes to be granted a licence to use the Trademarks in the Territory and the Licensor is prepared to grant such a licence on the terms and conditions set out in this Agreement.

### IT IS AGREED THAT:

#### 1. Definitions

1.1. In this Agreement, unless the context clearly indicates otherwise, the following words and phrases will have the following meanings and cognate expressions shall bear corresponding meanings:

- 1.1.1. "**the Act**" - means the South African Qualifications Authority Act 58 of 1995;
- 1.1.2. "**NQF Act**" - means the National Qualifications Framework Act No. 67 of 2008
- 1.1.3. "**this Agreement**" - means this Agreement and any schedules attached to it;
- 1.1.4. "**Business Day**" - means a calendar day, except Saturday, Sunday or a public holiday in the Territory;
- 1.1.5. "**Education and Training Provider**" - means an entity which has been accredited by a

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Quality Council to provide learning programmes to enable learners to achieve the qualifications or partqualifications registered on the NQF.

- 1.1.6. "**Effective Date**" - means the date upon which this Agreement is deemed to have come into force, being the date on which it is signed by the last signing party;
- 1.1.7. "**Licensed Goods and Services**" - means the goods and services covered by the applications and registrations for the Trademarks which fall within the ambit of schedule 1 to this agreement;
- 1.1.8. "**NQF**" - means the National Qualifications Framework provided for in the NQF Act;
- 1.1.9. "**Policy**" - means the Licensor's written policy governing acceptable use of the Trademarks as well as quality standards (including the current version of the Corporate Style Guide and the current version of the Policy on Usage of SAQA Trademarks by Stakeholders), as may be amended in writing from time to time
- 1.1.10. "**Term**" - means the term for which this Agreement shall be in force which shall commence on the Effective Date and continue for so long as the Licensee is a Quality Council or recognised Professional Body unless terminated earlier in terms of clause 12 ;
- 1.1.11. "**the Territory**" - means the Republic of South Africa;
- 1.1.12. "**the Trademarks**" - means the trademarks (registered or unregistered) listed in Schedule 1 to this Agreement.

1.2. In this Agreement, unless inconsistent with the context, words referring to:

- 1.2.1. one gender includes a reference to the other genders;
- 1.2.2. the singular includes the plural and *vice versa*;
- 1.2.3. natural persons include artificial persons and *vice versa*.

1.3. If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first day and inclusively of the last day. If the last day falls on a day which is not a Business Day, then the last day of the said period shall fall on the next succeeding Business Day.

1.4. The *contra proferentum rule* shall not be applied in the interpretation of this Agreement.

## 2. Grant of Licence

The Licensor grants a non-exclusive and non-sole licence to the Licensee to use the SAQA Trademarks in the Territory for the Term in relation to the Licensed Goods and Services with the right to grant sub-licences to Accredited Education and Training Providers.

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### 3. Proprietary Rights

The Licensee acknowledges that:

- 3.1. The SAQA Trademarks and all rights subsisting in them are owned by the Licensor;
- 3.2. Unless otherwise expressly provided for in this Agreement, the Licensee shall acquire no rights (proprietary or otherwise) in the SAQA Trademarks; and,
- 3.3. The Licensee's use of the SAQA Trademarks shall inure exclusively for the benefit of the Licensor.

### 4. Registration and Renewal of SAQA Trademarks

The Licensor may, at its cost, apply to register any of the Trademarks in its name and maintain those registrations by applying timeously for their renewal, as necessary.

### 5. Licensee's undertakings

5.1. The Licensee undertakes that:

- 5.1.1. it shall use the SAQA Trademarks solely in relation to the Licensed Goods and Services in the Territory in accordance with the terms and conditions of this Agreement and in a manner conforming at all times to the Policy. Without limiting the foregoing, the Licensee may only reproduce the SAQA Trademarks:
  - 5.1.1.1. from copies of master drawings, in hard copy or electronic media and in a solid, unbroken tone on a solid, unbroken background which background is not busy or overpowering;
  - 5.1.1.2. where enlarged or reduced, the relative proportions of each component of each of the SAQA Trademarks remain unchanged;
  - 5.1.1.3. in one size on a page or panel where the SAQA Trademarks appear more than once on the page or panel;
  - 5.1.1.4. in their original design, including the weighting between the word mark and the symbol and the specified corporate colours.
- 5.1.2. it shall not use the SAQA Trademarks to promote its own goods and services which fall outside the ambit of the NQF;
- 5.1.3. it shall use its own name or logo more prominently than the SAQA Trademarks;
- 5.1.4. its use of the SAQA Trademarks on business cards and business stationery is accompanied by words indicating the relationship with SAQA.

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- 5.1.5. it shall, at reasonable times, allow the Licensor or its authorised representatives, access to any of its premises where the Licensed Goods and Services are being produced and/or rendered, for the purposes of inspection;
- 5.1.6. it shall use its best endeavours to promote the Licensed Goods and Services and the maintenance of the positive image associated with the SAQA Trademarks;
- 5.1.7. it shall not in any way hold itself out as the representative, agent or employee of the Licensor;
- 5.1.8. it shall not use the SAQA Trademarks otherwise than as permitted by this Agreement;
- 5.1.9. it shall indemnify and hold harmless the Licensor, its agents and employees for any liability whatsoever incurred by the Licensee to third parties for use of the SAQA Trademarks by the Licensee otherwise than as permitted by this Agreement;
- 5.1.10. it shall not incur any liability on behalf of the Licensor or in any way pledge or purport to pledge the credit of the Licensor, and the Licensee hereby indemnifies the Licensor against any loss or damage it may sustain pursuant to a breach of the provisions of this clause;
- 5.1.11. it shall ensure compliance with all laws in the Territory relating to the sale and provision of the Licensed Goods and Services;
- 5.1.12. it shall comply with all directions imposed by the Licensor with regard to the use of the SAQA Trademarks, which obligation is without limitation to any of the specific duties or obligations assumed by the Licensee in terms of any of the other provisions of this Agreement.
- 5.1.13. it shall ensure that any sub-licence shall be restricted so that it permits the Accredited Education and Training Provider to use the SAQA Trademarks only:
  - 5.1.13.1.1. in relation to courses leading to qualifications or part-qualifications registered by the Licensor in terms of the NQF Act.
  - 5.1.13.1.2. on publications relating exclusively to such registered courses such as prospectuses, newsletters, brochures, stationery and incidental material such as certificates.
- 5.2. It is recorded that the above undertakings are material representations inducing the Licensor to enter into this Agreement.

## 6. Licence restrictions

- 6.1. The appointment of the Licensee is personal to it and the Licensee may not cede or assign any of its rights or obligations in terms of this Agreement to any person.

6.2. The Licensee may grant sub-licences to Accredited Education and Training Providers only on similar terms and conditions to this Agreement provided that:

- 6.2.1. the Education and Training Provider signs a written sub-licence agreement prior to commencing use of the SAQA Trademarks ;
- 6.2.2. the Education and Training Provider is accredited by the Licensee as an Education and Training Provider;
- 6.2.3. the Licensee furnishes the Licensor with a copy of all such signed sub-licences;
- 6.2.4. any sub-licence must provide for automatic termination in the event that the Education and Training Provider is no longer accredited by a Quality Council.

6.3. The Licensor shall be entitled to assign its rights and delegate its obligations under this Agreement; provided that any assignee shall be obliged to be bound by this Agreement and shall be capable of fulfilling and shall fulfil all the obligations of the Licensor in terms of this Agreement.

#### **7. Territorial restriction**

The Licensee shall not use or permit the use of the SAQA Trademarks outside the Territory and, if it is proved on a balance of probabilities that the Licensee has wilfully breached this term, this Agreement shall be deemed to have automatically terminated with effect from the date of such breach.

#### **8. Defence of the SAQA Trademarks**

8.1. The Licensee undertakes, both during the term of this Agreement and, thereafter, at the request of the Licensor, to render to the Licensor all assistance which the Licensor may require from time to time in respect of any defence of the SAQA Trademarks including their registration and/or maintenance and, more particularly, in the event that the Licensor proceeds against any third party, to restrain infringement or passing-off of the SAQA Trademarks.

8.2. Pursuant to clause 8.1, the Licensee shall advise the Licensor of any infringement or passing-off of the SAQA Trademarks of which it becomes aware, and the Licensor shall, in its sole discretion, decide whether or not to institute proceedings against the party responsible for such infringement or passing-off.

#### **9. Prohibited acts**

The Licensee shall not, directly or indirectly:

9.1. claim ownership of the SAQA Trademarks or any similar trademarks in the Territory or elsewhere;

9.2. apply for registration of the SAQA Trademarks or any similar trademarks in its own or any third parties' name in the Territory or in any other jurisdiction;

- 9.3. challenge or otherwise contest the ownership of the SAQA Trademarks or the Licensor's entitlement to registration of the Trademarks in its name;
- 9.4. use the SAQA Trademarks in such a way as to give the impression that they are the property of the Licensee;
- 9.5. Use the SAQA Trademarks or any confusingly similar trademarks, or other similar intellectual or industrial property in any manner not expressly authorised in terms of this Agreement;
- 9.6. engage in any activity that may contest, dispute, dilute or otherwise impair the right, title, interest or goodwill of the Licensor in the SAQA Trademarks, including, without limitation, any action to prevent or cancel any registration of any of the TradeMarks;
- 9.7. use the SAQA Trademarks in any manner that is not necessary or beneficial for the production and provision of the Licensed Goods and Services;
- 9.8. use any SAQA Trademarks other than the Trademarks in connection with the production and provision of the Licensed Goods and Services;
- 9.9. use the SAQA Trademarks or any confusingly similar mark or name as part of the Licensee's registered corporate or commercial name, or part of the corporate or commercial name of any entity affiliated to the Licensee;
- 9.10. use the SAQA Trademarks to form a repeating pattern or border;
- 9.10.1. contest the fact that the Licensee's rights under this Agreement are solely those of a licensee and cease upon termination or expiration of this Agreement for any reason.

#### **10. Validity of the SAQA Trademarks**

The Licensor gives no warranties or representations in respect of the SAQA Trademarks (including their validity as against any third party) and excludes implied warranties or representations to the fullest extent permitted by the law.

#### **11. Termination**

- 11.1. If either the Licensor or the Licensee commits a breach of any of the provisions of this Agreement ("**the Defaulting Party**"), the other of them ("**the Aggrieved Party**") shall, if it wishes to enforce its rights under this Agreement, be obliged to give the Defaulting Party 5 Business Days' written notice to remedy the breach. If the Defaulting Party fails to comply with such a notice within such 5 Business Day period, then the Aggrieved Party shall be entitled to terminate this Agreement immediately by written notice, without prejudice to any other remedy available to the Aggrieved Party under the applicable law.

- 11.2. In the event that the Licensee has a final judgment obtained against it and such judgment remains unsatisfied for a period of 14 Business Days after the Licensee becomes aware of such judgment and the judgment creditor has or acquires the right to levy execution against any property of the Licensee and the Licensee fails to take timeous steps to appeal or rescind or stay such execution, the Licensor shall be entitled, in addition to any other remedies available to it under any applicable law, to give the Licensee 30 days' written notice of termination of this Agreement.
- 11.3. If either of the parties applies for or is placed in liquidation or sequestration, whether provisional or final (and whether voluntary or compulsory), or becomes insolvent, makes any assignment for the benefit of its creditors and/or is unable to pay its debts as they become due or is subject to a scheme of arrangement or compromise, the Licensor shall be deemed to have given 30 days' notice of termination of this Agreement, provided that if the Licensee is de-registered or finally wound up, this Agreement shall terminate upon the date of such de-registration or winding up.
- 11.4. If the Licensee disposes of the whole, or substantially the whole, or the greater part of its assets, this Agreement shall automatically terminate without notice with effect from the effective date of such disposal.
- 11.5. If the Licensee undergoes a change of control at any stage following the Effective Date, this Agreement shall automatically terminate.
- 11.6. Any cancellation as contemplated in sub-clauses 12.1 to 12.5 above shall be without prejudice to any rights which the non-defaulting party may have in law against the defaulting party, whether for damages or otherwise.
- 11.7. Notwithstanding the provisions of 12.1 to 12.6 above, either party may terminate this Agreement by 20 Business Days written notice to the other party.

## **12. Consequences of Termination**

- 12.1. In the event that the Licensee breaches any provision of this Agreement and fails to remedy such breach in terms of clause 12.1, the Licensee shall be liable for all expenses and costs, including legal costs on an attorney-own client scale that may be incurred by the Licensor arising from or pursuant to such breach.
- 12.2. On termination of this Agreement, irrespective as to the party terminating it or the cause of termination, the Licensee shall immediately discontinue all use of the SAQA Trademarks.
- 12.3. The Licensee shall destroy all materials and documentation in its possession and/or under its control bearing the SAQA Trademarks.

12.4. The Licensee shall immediately cancel any advertisement which may have been placed and in which the SAQA Trademarks are used in connection with the Licensed Goods and Services.

12.5. The Licensee shall return to the Licensor all confidential information previously disclosed to the Licensee and certify that it has not retained or made copies of such confidential information.

12.6. The Licensee shall not be released from any obligation on its part in terms of this Agreement to be performed that accrued prior to the date of termination.

12.7. Following termination, the Licensee agrees and undertakes that it shall not at any time in the future adopt, use or seek registration of, or assist any third party to adopt, use or seek registration of, any Trademark, corporate title or trading style which, in the opinion of the Licensor is the same, or confusingly similar to, the SAQA Trademarks.

### 13. Miscellaneous matters

#### 13.1. notices

13.1.1. For purposes of this Agreement, including the giving of notices and serving of legal process, the parties choose *domicilia citandi et executandi* ("domicilium") at:

13.1.1.1. in the case of the Licensor:

Address	SAQA House 1067 Arcadia Street Hatfield Pretoria
fax no	(012) 431 5145

and shall be marked for the attention of The Director: Registration and Recognition

13.1.1.2. in the case of the Licensee:

Address	<b>[to be completed in each case]</b>
fax no	<b>[to be completed in each case]</b>

and shall be marked for the attention of **[to be completed in each case]**

13.1.2. Any notice given in connection with this Agreement shall:

13.1.2.1. be delivered by hand; or

13.1.2.2. be sent by telefax (if the domicilium includes a telefax number) to the domicilium chosen by the party concerned,

13.1.3. A notice given as set out above shall be deemed to have been duly given:

13.1.3.1. if delivered by hand, on the date of delivery; or

13.1.3.2. if sent by telefax, on the day the telefax is transmitted (as long as the transmitting machine prints a report reflecting that the transmission has been successful) except that any telefax transmitted after 16h30 shall be deemed to have been received the following day.

13.1.4. This clause 14.1 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee other than by a method referred to in this clause 14.1.

13.1.5. Any communication required to be in writing in terms of this Agreement shall be valid only if either written or printed in a paper-based form. The provisions of the Electronic Communications and Transactions Act, no.25 of 2002 in this regard are expressly excluded from this Agreement.

13.1.6. Either party may at any time change its domicilium by notice in writing to the other party, provided that the new domicilium consists of, or includes, a physical address at which process can be served.

### 13.2. *entire contract*

This Agreement read together with its schedules contains all the express provisions agreed on by the parties with regard to the subject matter of this Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement or its schedules.

### 13.3. *no representations*

Neither party may rely on any representation which allegedly induced that party to enter into this Agreement unless the representation is recorded in this Agreement.

### 13.4. *variation, cancellation and waiver*

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties by a duly authorised representative.

### 13.5. *notices*

All notices, requests, demands or other communications to be given or made in terms of this Agreement shall be in writing and shall be delivered by fax and by registered post to the respective party's address as stated in clause 14.1.

**13.6. indulgences**

If either party at any time breaches any of that party's obligations under this Agreement, the other party ("**the aggrieved party**"):

13.6.1. may at any time after that breach exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right. (If the aggrieved party is willing to relinquish that right the aggrieved party will on request do so in writing.) In particular, acceptance of late performance shall for a reasonable period after performance be provisional only and the aggrieved party may still exercise that right during that period;

13.6.2. shall not be estopped (ie precluded) from exercising the aggrieved party's rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

**13.7. cession**

Subject to the provisions of clause 6.3 above, neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party.

**13.8. applicable law**

This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa and the parties consent to the jurisdiction of the High Court of South Africa.

**14. Cost of agreement**

The Licensor shall bear the costs incurred in the preparation and settlement of this Agreement.

**15. Force Majeure**

Neither Licensee nor Licensor shall be considered in default in the performance of its obligations in terms of this Agreement if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, regulation or ordinance of any government or any department thereof or because of any act of God or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected; provided that notice of such *force majeure* is given by the affected party to the other within 2 weeks of the beginning of the said *force majeure*. Should one or both of the parties be prevented from fulfilling its contractual obligations by a state of *force majeure* lasting continuously for a period of 6 months, the parties shall consult with each other regarding the future implementation of this Agreement.

**16. Language**

The parties agree that the English language shall be the language used for the interpretation of this Agreement.

**17. Headings**

The headings in this Agreement are intended for the convenience of the parties and shall not affect the interpretation of any portion of this Agreement.

**18. Participation**

The parties acknowledge that each has equally participated in, or had the opportunity equally to participate in, the drafting of this agreement. The parties agree that all covenants included in this Agreement are reasonable in the circumstances of the transaction as a whole.

**19. Severance**

If any provision in this Agreement is rendered void, voidable, unlawful, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signed at \_\_\_\_\_ on \_\_\_\_\_

**Witness:** \_\_\_\_\_ **for the Licensor**

.....

Print Name ..... Print Name .....

Signed at \_\_\_\_\_ on \_\_\_\_\_

**Witness:** \_\_\_\_\_ **for the Licensee**

.....

Print Name ..... Print Name .....