

https://dspace.org/

Towards a technology framework for evaluating and optimizing the metal flow process for coper production

Javaid, Sarmad

2019

https://hdl.handle.net/10539/28783

Javaid, Sarmad (2019) Towards a Technology for Evaluating and Optimizing the Metal Flow Process for Copper Production, University of the Witwatersrand, Johannesburg, <http://hdl.handle.net/10539/28783>

Downloaded from a DSpace repository. https://dspace.org/

AGREEMENT FOR GRANT OF A FULL-TIME BURSARY

Entered into by and between:

The University of the Witwatersrand, Johannesburg acting through its Wits Mining Institute
("WITS and **WMI**")

Represented herein by Professor Frederick Cawood in his capacity as the Director of the WMI, he being duly authorized thereto

And

Sarmad Javaid: Student Number 1696733 (Hereinafter referred to as "**the Bursary-Holder**")

PREAMBLE

WHEREAS Wits acting through the WMI wishes to provide financial assistance to the Bursary-Holder for the purpose of funding the Bursary-Holder in the pursuit of his/her studies at the appropriate School in WITS best suited for his/her studies and after consultation with the Head of the relevant School;

AND WHEREAS Wits will pay a Bursary amount to the Bursary-Holder as more fully described hereinafter;

AND WHEREAS the Parties have agreed that the Bursary-Holder will have, in respect of the payment of such Bursary amount by Wits on his/her behalf, certain obligations more fully described hereinafter.

Now, therefore, the Parties agree as follows:

1. TERMINOLOGY AND DEFINITIONS:

1.1 "Bursary-Holder" means a full-time student registered at WITS on a full-time basis for the Degree.

1.2 "Bursary" means tuition fees to a maximum of R7 000 (Seven thousand rand) PLUS for the six months from 1 January 2018 to 31 June 2018 a total stipend of R55 000 (Fifty-five Thousand Rand) PLUS Standard Medical Insurance covering 2018 instalments awarded by Wits to the Bursary-Holder as a contribution towards accommodation and other costs incurred by the Bursary-Holder in pursuing your Degree. The stipend may be increased in the sole discretion of the University and by an amount determined by the University.

1.3 "Degree" means either an MSc or PhD offered through the relevant School at WITS.

1.4 "Duration' means the duration of this Agreement and the period of 6 months, commencing 1 January 2018 to 31 June 2018 and could be renewed depending on donor funding availability and satisfactory performance by the Bursary-Holder .

1.5 "Faculty" means the Faculty of Engineering and the Built Environment at Wits.

1.6 "Parties" means Wits and the Bursary-Holder.

1.7 "WITS Rules" means rules, regulations policies, procedures, practices and standing orders as approved by the WITS Senate or Council or both from time to time.

2. AWARD

2.1 Wits will effect a total payment of R62 000 (Sixty-two Thousand Rand) for the period stipulated in paragraph 1.4. Above) within 30 days of last signature of this agreement for the purpose of pursuing the Degree for the Duration or until the Bursary-Holder submits to the Faculty, a copy of his/her final thesis whichever is the earlier.

2.2 The award of the Bursary as set out in clause 2.1 above is subject to the availability of funds and subject to the Bursary-Holder's fulfillment of his/her obligations set on in clause 4 herein below.

3. PAYMENT OF THE BURSARY

3.2 Wits may, in its sole discretion, without any legal obligation to do so, pay any other amounts it deems necessary to the Bursary-Holder.

4. OBLIGATIONS OF THE BURSAR

4.1 The **Bursary-Holder** must register for the Degree at the earliest registration date and must furnish Wits with proof of registration within ten (10) of signature of this Agreement by the Parties.

4.2 The **Bursary-Holder** must fulfill the requirements for completion of the Degree and must pay back the full bursary amount stipulated in Par 1.2 if for some reason the bursary-Holder fails to complete the programme or does not submit her/his research report.

4.3 The **Bursary-Holder** must not at any time be found guilty of any misconduct by a Student Disciplinary Committee established in terms of WITS's Rules.

4.4 The **Bursary-Holder** will be required to attend any special meetings convened by Wits from time to time to discuss his/her academic performance and within 30 days after completion of the research, submit a full copy of the final research report to the WMI, along with the examiners' reports.

4.5 The **Bursary-Holder** must comply with WITS Rules for the duration of his/her study at WITS.

4.6. The **Bursary-Holder** is expected to complete his/her research proposal within three (3) months of being awarded the bursary (applicable in this case) and give administrative services to the WMI amounting to not more than 8 hours (or one full day) per week. If the **Bursary-Holder** qualifies for the Wits merit scheme and only when the service time requirement is spent at the **WMI**, such time may be deducted from the 8 hours per week that must be delivered to the WMI. In addition to such services, the **Bursary-Holder** will:

- Submit his MSc report by 31 June 2018; and
- Maintain the WMI, DigiMine, CSMI and CMMS websites.

5. BREACH OF CONTRACT:

5.1 If the Bursary-Holder commits a breach of any of the provisions of this Agreement, Wits shall be entitled to give the Bursary-Holder notice to remedy the breach.

5.2 If the Bursary-Holder fails to comply with that notice within the number of Days stipulated by Wits in such notice, Wits shall be entitled, without prejudice to any other rights it may have in law, to terminate this Agreement.

5.3 In the event of a termination of this Agreement in terms of clause 5.2, all monies in terms of this Agreement paid to the Bursary-Holder and/or paid on behalf of the Bursary-Holder, will be immediately due and payable and the Bursary-Holder must, upon request by Wits, refund the monies to Wits.

5.4 Should Wits in its sole and absolute discretion permit the Bursary-Holder to extend the Duration and/or the period of registration of the Degree then in that event Wits may elect to suspend further payment of monies in terms of this Agreement until the Bursary-Holder progresses towards the completion of the Degree satisfactorily, at his or her own expense.

6. GENERAL CLAUSES

6.1 In the event that any of the Bursary-Holder's obligations in terms of this Agreement cannot be fulfilled for reasons beyond his/her control then the Duration will be extended for a period sufficient to allow the Bursary-Holder to remedy the situation or either Party may terminate this Agreement without subjecting the other Party to any further claims.

6.2 In the implementation of this Agreement, the Parties undertake to observe the utmost good faith and warrant in their dealing with each other that they will not do anything or refrain from doing anything that may prejudice or detract from Party's rights, assets or interests.

6.3 No waiver, cession, delegation or assignment of any rights or obligations in terms of this Agreement or amendment of any of the terms and conditions of this Agreement or consensual cancellation of this Agreement will be binding for any purpose unless

expressed in writing and signed by both Parties, and any such waiver will be effective only in the specific instance and for the purpose given.

6.4 The Bursary-Holder undertakes to notify Wits of any change of address, contact details and personal information, and if it is necessary to undertake any expense to trace the Bursary-Holder, the cost of such action will be added to the outstanding amount in terms of this Agreement.

6.5 In the event of any legal action taken against the Bursary-Holder in terms of his/her liabilities in terms of this agreement, the Bursary-Holder consents to the jurisdiction of the Magistrates Court

6.6 A certificate issued by Wits shall serve as *prima facie* evidence of the amount due to Wits in terms of this Agreement.

6.7 The Bursary-Holder hereby warrants that he/she is not in receipt of any other bursary/ies, income, funding or other financial assistance other than Bursary and/or what is declared by the Bursary-Holder in terms of this clause 6.7 and as at the date of signature of this Agreement by the Bursary-Holder.

6.8 In the event that the Bursary-Holder is in receipt of any other bursary/ies income, funding or other financial assistance other than what is recorded in clause 6.7 above, then in that event Wits reserves the right to reduce and/or cancel the award of the Bursary to the Bursary-Holder by terminating this Agreement.

6.9 The Bursary-Holder warrants that he/she has read and understands the requirements of the Fourth Schedule to the Income Tax Act no 58 of 1962 ("the Income Tax Act") pertaining to the taxation obligations of independent contractors, labour brokers and personal service providers, as defined in the Fourth Schedule to the Income Tax Act.

7. NOTICE AND DOMICILIUM

7.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this agreement, the following addresses:

Bursary-Holder
Residential address:

Postal address:

WITS

Physical Address:
Faculty of Engineering and the Built Environment
West Campus
Wits University
2050

Postal Address:
Private Bag 3
Wits
2050

Provided that a party reports any change of his or her *domicilium* to any other physical address by written notice to the other party. Such change of address will be effective seven days after receipt of notice of the change of *domicilium.*

7.2 All notices to be given in terms of this agreement will:

7.2.1 Be given in writing; and
7.2.2 Be delivered or sent by prepaid registered post;
7.2.3 If delivered, be presumed to have been received on the date of delivery
7.2.4 If sent by prepaid post, be presumed to have been received within three Business days of posting unless the contrary is proved;

Signed at WMI Offices, Wits University on this the 1st day of February 2018 in the presence of the undersigned witnesses

Bursar Signature: ..... Witness: .....

Name: Samuel Tawana Name: Lileen Lee

Signed at WMI Offices, Wits University on this the 1st day of February 2018 in the presence of the undersigned witnesses

Wits Signature: ..... Witness: .....

Name: FT Cawood Name: L. Dabrowski