

AGREEMENT

Between



The South African Society of Anaesthesiologists ("SASA")

and

Recipient's Name: _____

Identity Number: _____

("the Recipient")

Table of Contents

1. Preamble	3
2. Definitions	3
3. Awarding of the Grant.....	4
4. Requirements of the Recipient.....	4
5. Exception Management.....	5
6. General.....	5
7. Miscellaneous matters.....	5
Annexure A - Banking Details.....	8

1. Preamble

1.1 The Recipient is currently a registrar on an accredited anaesthesia programme at a South African University or a Medical Officer working in the delivery of anaesthesia at a public sector institution.

1.2 The Recipient is a current member of SASA in good standing.

1.3 The Recipient has successfully applied for a grant from the Rudolf Mononyane Scholarship (RMS), as funded by Abbvie and Augustine Medical.

1.4 The intent of the grant is to provide support to promising and needy anaesthesia registrars in training in a sustainable manner, so as to identify, attract and retain previously disadvantaged students into the specialty and profession, especially from the Medical Officer environment.

1.5 It is also intended to further the interest of Academic Anaesthesia and identify and retain high quality, academically strong, postgraduate students in the academic environment and to contribute, generally, to an environment conducive to training in anaesthesia.

2. Definitions

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

- 2.1.1. a gender include a reference to the other genders;
- 2.1.2. the singular include the plural and vice versa; and
- 2.1.3. A natural persons include artificial persons and vice versa.

2.2. Whenever a number of days is prescribed in this Agreement, such number shall be calculated excluding the first and including the last day, unless the last day falls on a Saturday, Sunday or official public holiday applicable in the Republic of South Africa, in which case the last day shall be the next day which is not a Saturday, Sunday or official public holiday.

2.3. Clause headings are inserted for convenience only and shall not be used to interpret this Agreement.

2.4. Phrases and words defined in a clause shall bear the meaning assigned to them in such clause only and the following terms bear the meanings assigned to them:

- 2.4.1. "Abbvie" means AbbVie (Pty) Ltd.
- 2.4.2. "Agreement" means this Agreement and any schedules attached hereto;
- 2.4.3. "Augustine Medical" means Augustine Medical South Africa (Pty) Ltd.

2.4.4. "Grant Application" means the process of application for the Rudolf Mononyane Scholarship and includes the requisite application forms and criteria as may be published from time to time by SASA;

2.4.5. "the Institution" means the Academic Institution at which the registrar is registered;

2.4.6. "the Party/Parties" means SASA, the Recipient and/or the Institution;

2.4.7. "the Recipient" means the individual who has been awarded the Rudolf Mononyane Scholarship Grant

2.4.8. "SASA" means the South African Society of Anaesthesiology, who is, in respect of the contract, the funder;

3. Awarding of the Grant

3.1. The Recipient shall be awarded an RMS grant through SASA in line with the criteria and limitations of the RMS Committee, as published from time to time;

3.2. The scholarship is open to all registered South African postgraduate students from all medical schools, Community Service Medical Officers and Medical Officers registered for independent practice at any academic hospital in South Africa. Registered postgraduate students from SADEC countries studying at a South African University may also apply;

3.3. The Recipient will be awarded an annual Grant, at an amount agreed annually by SASA and the funders;

3.4. The Recipient must apply the Grant for the purposes as may be stipulated annually and must complete the claim form and provide the evidence of expenses as may be stipulated annually; and

3.5. The Recipient may apply for this Grant annually, so long as they meet the criteria.

4. Requirements of the Recipient

4.1. The recipient must apply the Grant in the manner outlined in the Grant Application and at the Institution at which they are registered;

4.2. The Recipient must provide an update on the progress of their studies to the SASA National Secretary at the completion of the year within which the Grant is awarded;

4.3. The Recipient must make themselves available to attend the SASA National Congress in the year of their first being awarded the Grant, unless otherwise arranged with the SASA National Secretary; and

4.4. The Recipient must be a SASA member for the duration of their Grant, and must retain that membership for a year post the Grant period for each year they received the Grant.

5. Exception Management

5.1. Should the Recipient not meet the requirements, as set out in Section 4 above, the Recipient shall be required to refund the full Grant amount to SASA;

5.2. The Recipient may, on request for refund, opt to rather comply with the requirements, as set out in Section 4, excluding Clause 4.3, above, but they will only be allowed 20 working days within which to ensure compliance, after which repayment of the Grant will be the only option available to the Recipient;

5.3. Should the Recipient not be able to comply with Clause 4.3 above, the recipient must write a letter requesting participation in the following year's Congress to the SASA National Secretary and be formally awarded such an exemption. Should the Recipient fail to write such an extension application, or the extension application is rejected, Clauses 5.1, 5.2 and 5.4 and 5.5 shall apply;

5.4. Should the Recipient not make repayment of the Grant as per Sections 5.1 and 5.2 above, the Recipient's membership to SASA shall be forfeited and the default on the Grant published on all SASA platforms. The Institution shall also be notified of the default by the Recipient; and

5.5. SASA reserves the right to institute legal and/or criminal proceedings to reclaim any monies owed to it in terms of Clauses 5.1 and 5.2. The defaulting recipient shall be informed of the intent to take legal and/or criminal proceedings and shall be accorded one calendar month to make payment prior to these proceedings being instituted.

6. General

6.1. Nothing in this Agreement shall be interpreted or construed as granting the Recipient any right or entitlement to continued assistance by SASA, Abbvie or Augustine Medical under any circumstances;

7. Miscellaneous matters

7.1. Addresses and notices

7.1.1 For purposes of this Agreement, including giving notice and service of legal process, the parties choose *domicilium citandi et executandi* (i.e., addresses to which notices may be sent and where summonses and other legal documents may be delivered) at the following addresses:

SASA

Postal address:

PO Box 22511

Glen Ashley

4022

Email address:

sasa@sasaweb.com

The Recipient

Physical address:

E-mail address:

7.1.2 A Party may at any time change the above address by notice in writing, to the other Party.

7.1.3 Any notice given in connection with this Agreement shall be:

7.1.3.1 delivered by hand, or sent by prepaid registered post, to the above-mentioned address by the Party concerned; or

7.1.3.2 sent by e-mail to that Party's e-mail address.

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

7.1.4.1 if delivered, at the time of delivery;

7.1.4.2 if sent by post, 10 days after posting;

7.1.4.3 if sent by e-mail, at the time the e-mail is transmitted.

7.2 Entire contract

This Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged express provision not contained in the Agreement.

7.3 No representations

No Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

7.4 Variation, cancellation and waiver

No agreement 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.

7.5 Indulgences

No indulgence granted by a Party shall constitute a waiver or abandonment of any of that Party's rights under this Agreement; accordingly, that Party shall not be precluded, as a consequence of having granted such indulgence, exercising any rights against the other which may have arisen in the past or which may arise in the future.

7.6 Cession

The Recipient may not cede or delegate his/her rights in terms of this Agreement without the prior written consent of SASA. SASA is entitled to cede or delegate its rights and obligations without notice to the Recipient.

7.7 Applicable law

This Agreement shall be interpreted and implemented in accordance with the law of the Republic of South Africa.

7.8 Jurisdiction

7.8.1 Either Party shall be entitled, but not obliged, to institute any proceedings arising out of or in connection with this Agreement in the magistrates' courts having jurisdiction.

7.8.2 Should a Party elect to institute proceedings in the Supreme Court, the Parties consent to the jurisdiction of the Witwatersrand Local Division.

Signed at _____ on _____ 20_____.

For & on behalf of SASA

Signed at _____ on _____ 20_____.

For & on behalf of the Recipient

Annexure A - Banking Details

Account holder	
Bank name	
Account number	
Branch name	
Branch code	