



AGREEMENT
ENTERED INTO AND BETWEEN
THE CANCER ASSOCIATION OF SOUTH AFRICA
(Hereinafter referred to as "CANSA")

a company registered in terms of

section 21 of the Companies Act with

Registration Number: 1932/003720/08 NPO: 000-524

and the

HOSPICE PALLIATIVE CARE ASSOCIATION OF SOUTH AFRICA
(Hereinafter referred to as "HPCA")

a company registered in terms of

section 21 of the Companies Act with

Registration Number: 86/01887/08 NPO no.003-462



THE CANCER ASSOCIATION OF SOUTH AFRICA

PHYSICAL ADDRESS OF CANSA:

26 CONCORDE ROAD WEST

BEDFORDVIEW, 2007

POSTAL ADDRESS OF CANSA:

P O BOX 2121

BEDFORDVIEW, 2008

TELEPHONE NUMBER OF CANSA: 011 616 7662

FAX NUMBER OF CANSA: 011 622 3424

WEBSITE OF CANSA: www.cansa.org.za

DULY REPRESENTED BY:

E. G. Joubert

COO CANSA

CONTACT PERSON:

Gerda Strauss gstrauss@cansa.org.za



HOSPICE PALLIATIVE CARE ASSOCIATION OF SOUTH AFRICA

PHYSICAL ADDRESS OF HPCA

11a Lonsdale Building,

Lonsdale Way,

Pinelands, 7405

Cape Town

POSTAL ADDRESS OF HPCA:

PO Box 38785

Pinelands, 7430

Western Cape

South Africa

TELEPHONE NUMBER OF HPCA: 021-5310277

FAX NUMBER OF HPCA: 021-5311706

WEBSITE OF HPCA: www.hospicepalliativecaresa.co.za

Herein duly represented by

Liz Gwyther CEO HPCA

CONTACT PERSON:

Zodwa Sithole zodwa@hpca.co.za

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The parties agree as follows:

1. The purpose of this agreement is to advance the mission and vision of both parties through collaboration in key areas of joint work.
2. The parties commit themselves to mutual respect and trust, a true partnership of equals, and a collaborative process of planning, implementing and evaluating the work projects and activities that arise from the Terms of Reference stated below.
3. It is recorded that it is CANSA's purpose/mission to lead the fight against cancer in South Africa and save lives; to be the preferred non- profit leader that enables research, educated the public and provides support to all people affected by cancer.
4. It is recorded that it is the mission of HPCA to promote quality of life, dignity in death and support in bereavement to all living with a life threatening illness through the support of member hospices and partner organizations.
5. As both parties have a shared objective which is the support and development palliative care services in South Africa, they commit themselves to mutual support and assistance in working towards this objective.
6. The parties undertake to develop documents related to the development of palliative care in South Africa at national level, which will include, but not be limited to, a position paper on palliative care in South Africa.
7. The parties commit themselves to an annual joint event to be decided between them with an agreed budget shared by the two organizations.
8. At provincial and local levels, the parties will encourage and support collaboration between the personnel (staff and volunteers of both parties) to work together for the benefit of patients and their family members.



9. Both parties undertake to include a link on their respective websites to the other co-organization to demonstrate the partnership between the two organizations.
10. The parties shall collaborate on training of personnel from each organization to enhance the skills of staff and volunteers for the benefit of cancer patients and their family members.
11. INTELLECTUAL PROPERTY RIGHTS:
 - 11.1 Both parties shall retain their respective ownership in intellectual property rights in respect of existing material and such material may only be used by the other party with the written permission of the owner of the intellectual property rights and on the terms and conditions as set out in such written permission and with acknowledgement to the relevant organization.
 - 11.2 It is envisaged that the parties will promote the development of palliative care and agree that the parties will be co-owners of the intellectual property rights emanating from the production of such materials. All rights of copy right into such material comprised in the copy righted work shall vest in the parties jointly in undivided shares and be held in their names, as the co-authors and co-proprietors thereof, together with all other items of intellectual property and any other rights in the work. The foregoing shall include all rights of whatsoever nature in any materials prepared for or by either of the parties in connection with the making of the copy righted work.

Neither party shall have the right to dispose of or exploit the copy righted work and the rights in and to it in any manner unless the other party gives its written approval, which approval shall not be unreasonably withheld.

Neither one of the parties will trade for gain in any of the copyrighted work developed by either party.
 - 11.3 The parties choose as their *domicilium citandi et executandi* the addresses mentioned on the first page of this agreement, but such *domicilium* of either party may be changed by written notice from such party to the other party with effect from the date of receipt or redeemed receipt by the latter of such notice.



Any notice, demand or other communication properly addressed by either party to the other party at the latter's *domicilium* in terms hereof for the time being and sent by pre-paid registered post shall be deemed to be received by the latter on the 5th business day following the date of posting thereof. This provision shall not be construed as precluding the utilization of other means and methods (including telefax) for the transmission or delivery of notices, demands or other communications, but no presumption of delivery shall arise if any such other means or method is used.

12. The parties acknowledge that confidential information may already have been, and will in future, be exchanged between them for purposes of this agreement. They acknowledge the confidential and proprietary nature of such confidential information and agree:
 - 12.1 To use the confidential information only for purposes of this agreement and the implementation of the intended project as stipulated in this agreement;
 - 12.2 To preserve the confidentiality of the confidential information by using the same methods they could reasonably be expected to use to protect similar information of their own;
 - 12.3 To obtain the disclosing party's written consent before disclosing confidential information to a third party. The parties acknowledge that Confidential Information may already have been, and will in future, be exchanged between them for purposes of the MOU. They acknowledge the confidential and proprietary nature of such Confidential Information and agree to deal with it only as set out as follows.

The parties agree to:

- use the Confidential Information only for purposes of development and the relationship as spelled out in the MOU
- preserve the confidentiality of the Confidential Information by using the same methods they could reasonably be expected to use to protect similar information of their own; and
- obtain the disclosing party's written consent before disclosing Confidential Information to a third party.

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- 12.4 To take appropriate steps to ensure compliance with this agreement by persons permitted access to the confidential information;
- 12.5 To immediately notify the disclosing party in writing if it has actual knowledge that any person with lawful access to confidential information has violated the confidentiality of confidential information;
- 12.6 To either return or destroy all confidential information in any format in possession at the disclosing party's request.
- 13. This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein, are binding on the parties.
- 14. This agreement shall commence on 4 May 2010 and shall endure indefinitely, subject thereto that the agreement may be terminated by either party with 30 (thirty) days prior written notice.

SIGNED at Johannesburg on this 4th day of May 2010 in the presence of the undersigned witnesses.

On behalf of CANSA:

On behalf of HPCA

Name: Elize Joubert

Name: Liz Gwyther

Capacity: Chief Operations Officer

Capacity: Chief Executive Officer

WITNESS

WITNESS