

2022 ONLINE TRAINING WORKSHOPS - MOU PROPOSAL

MEMORANDUM OF UNDERSTANDING

ENTERED BETWEEN:

ROELF NEL INCORPORATED

Registration Number: 2014/051225//21

Registered address: Nr 154 Stilgelee Avenue, Die Wilgers, Pretoria, 0081.

(“ROELF NEL INC.”)

And

THE VOLUNTARY ASSOCIATION – t/a _____

Registration Number: _____

Address: _____

PREAMBLE

WHEREAS:

1. **CONSIDERING** the common willingness to actively participate in the facilitation, administration, and presentation of educational courses to professionals.
2. **DESIRING** to develop and further strengthen the professional relations in the field of educational and professional development.
3. **RECOGNISING** the mutual learning and professional development with each other's experience in accordance with this Agreement shall promote beneficial initiatives and shall lead to innovative solutions in the areas of cooperation.
4. **TAKING INTO CONSIDERATION** all the relevant laws of the Republic that may be applicable to this agreement.

The parties agree as follows:

1. ROELF NEL INC. and the Voluntary Associations enter into an agreement to work in cooperation with one another to provide and facilitate educational courses in the form of workshops and/or webinars as the case may be
2. ROELF NEL INC. and Voluntary Associations agree to carry out this co-operation in the terms set out hereunder.
3. Vas (Voluntary Associations): DUTIES AND OBLIGATIONS

VOLUNTARY ASSOCIATIONS (VAs): DUTIES AND OBLIGATIONS

As part of this agreement the VAs will undertake the following:

1. Attend to all and any marketing, advertising, and promotion which must be carried out for purposes of facilitating the courses concerned in a manner that is sufficient to elicit applications, registration, and attendance;
2. Market the courses in conjunction with the Roelf Nel Inc. brand, in a manner that is not deleterious to the reputation of ROELF NEL INC.;
3. Attend the administration of the courses by facilitating the processes for application, registration, and the collection of fees from the attendees; and issuing CPD Certificates
4. Validate and accredit the courses in line with their requirements for validation and accreditation.

ROELF NEL INC: DUTIES AND OBLIGATIONs

As part of this agreement ROELF NEL INC. will undertake the following:

1. To provide for and present formal and informal lectures in the form of workshops, seminars, and webinars (as the case may be), in a manner that is consistent with the standards of The VA's, SACAP, and SAIA, which are evaluated on attendance;
2. To arrange and facilitate a venue from where the workshops and seminars will be held when applicable;
3. To arrange and facilitate the online platform on which the webinars will be held when applicable;
4. Ensure attendance and compliance with the rules pertaining to attendance by all attendees;
5. Conduct all necessary assessments in a manner that is accredited and/or approved by The VA's, SACAP, and SAIA.

DIVISION OF INCOME

1. The VA shall, in its administrative capacity collect and retain all the fees paid to it for purposes of the courses to be facilitated by ROELF NEL INC.
2. Upon completion of a specific course by the attendees applicable, ROELF NEL INC. shall invoice the VA based on the number of attendees who attended that course and, on the quoted priorly presented to the VA before the event
3. The VA shall pay over to ROELF NEL INC. all monies due to it within 7 (seven) calendar days from the date on which the invoice is referred to in paragraph 2 above.
4. Should the last day fall on a weekend or holiday; the last day shall be the next business day until noon.
5. Should the VA fails to effect payment in full in terms of paragraph 3 (three) above, interest shall be charged on the outstanding amount at 2% (two percent) per month from the date of default until full and final payment.



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COURSES TO BE PRESENTED

1. The courses (all and any) shall have a minimum enrolment requirement of 10 attendees per course.
2. In the event that less than 10 (ten) attendees are registered and enrolled in any course 7 (seven) days prior to the date on which the course is scheduled, the course may be postponed or canceled at Roelf Nel Inc's discretion.
3. In the event of cancellation of any course by VAs or ROELF NEL INC., VAs shall reimburse all prospective attendees who are entitled to such reimbursement.

NON-COMPETE

During the subsistence of this agreement and two (2) years thereafter along with any other agreement which may be entered under this memorandum, the VAs shall not under any circumstances poach, attract and/or entice any of the attendees to attend a different course with the same or similar substantive course materials as those offered by ROELF NEL INC.

EXCLUSIVITY

The VAs and ROELF NEL INC. agree that the courses offered and presented by the latter shall only be so presented by them and under no circumstances shall the courses occur or be presented by any other person, other than those approved or appointed by ROELF NEL INC.



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FOR AND ON BEHALF OF ROELF NEL INC.
ROELF NEL INCORPORATED
DULY REPRESENTED BY: Mr. Roelf Nel
CAPACITY: Director
Signed at: _____

Date: _____

WITNESSES:

1. _____	2. _____
NAME: _____	NAME: _____
DATE: _____	DATE: _____

THE VOLUNTARY ASSOCIATION t/a

DULY REPRESENTED BY: _____
Capacity: _____
Signed at: _____

Date: _____

WITNESSES:

1. _____	2. _____
NAME: _____	NAME: _____
DATE: _____	DATE: _____

Please contact us nancy@rninc.co.za ; nomsa@rninc.co.za for more information.