

MEMORANDUM OF AGREEMENT

THE CSIR

a statutory council established in terms
of Act 46 of 1988 herein represented
byin his/
her capacity as
.....and he/she
being duly authorized thereto

(hereinafter referred to as "the CSIR")

and

.....(full names)

ID NUMBER:.....

PERSONNEL NUMBER:.....

(hereinafter referred to as "the Employee")

WHEREAS the CSIR has reached agreement with the Employee to temporarily send the Employee abroad at the CSIR's expense for the purposes of research, further study or training, to acquire technical experience, to attend a seminar, or to further the CSIR's business interests;

AND WHEREAS the CSIR has further reached an agreement with the Employee that the Employee shall during his/her absence from his/her workstation at the CSIR's premises, subject to the conditions set out in this agreement, be entitled to:

- a. his/her normal remuneration and benefits **;
- b. approved travelling expenses and travelling and subsistence allowances;
and
- c. any further allowances or expenses specifically approved by the CSIR.

THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE CSIR AND THE EMPLOYEE, AND THE EMPLOYEE UNDERTAKES AS FOLLOWS:

(1)

That the Employee shall proceed to travel to.....for the purposes of..... as agreed between the parties and shall be absent from his/her normal work station for the period as from.....to.....

(2)

That the Employee shall after the completion of the approved visit abroad return to the service of the CSIR in the Republic of South Africa and shall continue to serve the CSIR as an employee for a continuous and uninterrupted period of at least six (6) months calculated from the date of his/her resumption of duty with the CSIR in the Republic of South Africa. (Nothing contained in this clause shall, however, detract from the right of the CSIR to, under the Employee's prevailing Conditions of Service, terminate the Employee's employment within the said period of six (6) months.

(3)

That the Employee shall as soon as possible, but in any event no later than three (3) months from the date of his/her resumption of duty with the CSIR in the Republic of South Africa, draw up and submit to his/her Operating Unit Director/ Centre Manager a written report on his/her activities abroad, which is acceptable to the latter.

(4)

4.1 In the event of the Employee -

- (a) failing to comply with the provisions of clause (1) or (3) hereof; or
- (b) failing immediately on completion of his approved visit abroad to return to the Republic of South Africa or after such return to resume his duties with the CSIR; or
- (c) failing after resumption of his duties with the CSIR to serve the said CSIR as one of its Employees for a continuous and uninterrupted period of six (6) months.

the CSIR shall have the right to claim and to recover from the Employee and the Employee agrees to repay immediately, in the case of (a) and (b) above, the full amount, and in the case of (c) above, a *pro rata* amount calculated in accordance with that portion which is in direct proportion to the unexpired portion of the above-mentioned period of six failed to remain in the service of the CSIR, of the following expenditure which the CSIR incurred in connection with his/her visit abroad and for the duration of his/her absence from his/her CSIR workstation -

- i) all travelling expenses and travelling and subsistence allowances as paid;
- ii) any conference, symposium or study fees as paid;
- iii) any other special expenses which the CSIR paid on his/her behalf.

4.2 In the event of the CSIR having to institute legal action against the Employee for the recovery of the amounts due under this agreement, the Employee shall be liable for payment of the CSIR's legal costs on the scale as between attorney and own client as well as any collection commission.

4.3 Should it be necessary for the CSIR to employ the services of a tracer to establish the Employee's whereabouts, the Employee shall likewise be liable for any tracing costs that the CSIR had to incur.

(5)

The Employee hereby chooses as his/her "*domicilium citandi et executandi*" for all purposes of this agreement and for all law suits and actions which may arise there from, the following physical address in the Republic of South Africa:

.....
.....
.....
.....

Postal code:

(6)

This document contains the entire contract between the parties on the subject matter and neither party shall be bound by any undertaking, representation or warranty not recorded herein.

(7)

No alteration, variation, addition or agreed cancellation of this agreement shall be of any force or effect unless reduced in writing and signed by both parties.

Thus done and signed on behalf of the CSIR at on this.....day of
20....

AS WITNESSES:

1.
.....
for the CSIR
2.

Thus done and signed by the said Employee at on this.....day of
20....

AS WITNESSES:

1.
.....
Employee
2.