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A G R E E M E N T

Entered into by and between:

THE RESEARCH DEPARTMENT OF THE AFRICAN NATIONAL CONGRESS

(hereinafter referred to as "the ANC")

(herein represented by FRENE GINWALA, she  
being duly authorised hereto)

and

COMMUNITY AGENCY FOR SOCIAL ENQUIRY

(hereinafter referred to as "CASE")

(herein represented by MARK ORKIN, he  
being duly authorised hereto)

Bill KLO  
FMC



**WHEREAS** the ANC has commissioned CASE to conduct surveys amongst the entire population of the Republic of South Africa as it was constituted at 31st May 1961.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**1. THE PROJECT**

**1.1 CASE shall:**

1.1.1 Co-ordinate the Research Project;

1.1.2 Procure that Research Surveys (Pty) Limited:

1.1.2.1 assists in the development of the design of focus groups and surveys both by way of questionnaire and sample design;

1.1.2.2 implements research by convening and conducting focus groups and carrying out field work for the surveys;

1.1.2.3 transcribes;

1.1.2.4 processes data from surveys and produces tables in electronic and printed form;

1.1.2.5 carries out computer analysis of data including Conversion

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## Modelling;

1.1.2.6 assists in the interpretation of data;

1.1.2.7 participates in briefings of ANC structures based on the research and its results.

## 1.2 CASE shall:

- 1.2.1 Supervise the services commissioned from Research Surveys (Pty) Limited or such other third parties as are agreed to in writing by the ANC;
- 1.2.2 Assist in the development of the design of focus groups and surveys both by questionnaire and sample design;
- 1.2.3 Monitor focus groups and field work;
- 1.2.4 Analyse and interpret available data;
- 1.2.5 Prepare and present reports, both interim and final;
- 1.2.6 Participate in briefings of ANC structures based on the research and its results;
- 1.2.7 Conduct workshops on the analysis and interpretation of data;
- 1.2.8 Carry out all other functions and work which, in the sole and absolute discretion of the ANC, are deemed to be

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incidental hereto.

- 1.3 The undertakings and obligations of CASE as aforesaid are set out and itemised in Appendix "A" hereto.

2. REMUNERATION, PAYMENT AND ACCOUNTING

- 2.1 The ANC shall pay to CASE the sum of SEVENTY SEVEN THOUSAND RAND (R77 000,00) as consideration for conducting the aforesaid surveys in terms of this Agreement.
- 2.2 The fees and salaries, administration and travel expenses to be incurred by and paid to CASE are set out in a budget annexed hereto as Appendix "B".
- 2.3 Payment of the total commission fee to CASE as set out in paragraph 2.1 hereof shall be paid by the ANC in instalments and on completion by CASE of and fulfilment by CASE of certain of its undertakings as set out in the schedule of work to be completed and payment to be made in Appendix "C" hereto.
- 2.4 CASE undertakes to prepare and maintain all documents, books, records, vouchers, invoices and other documentation pertaining to financial transactions incurred and conducted in terms of this Agreement in accordance with generally accepted accounting practice.
- 2.5 CASE undertakes to provide the ANC with audited statements of accounting on completion of the surveys.

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3. LIAISON AND CONSULTATION

- 3.1 CASE shall enter into an Agreement with Research Surveys (Pty) Limited, copy of which Agreement shall be handed to the ANC for its perusal, in terms whereof all work done by Research Surveys (Pty) Limited shall be conducted for and on behalf of and under the supervision of CASE.
- 3.2 CASE shall consult with the Research Department of the ANC on such matters as the design and implementation of the focus groups and surveys as the Research Department shall, in its sole and absolute discretion, deem advisable.
- 3.3 In the event of any dispute between Research Surveys (Pty) Limited, CASE and the ANC regarding the matters covered in clause 3.2, then the decision of the Research Department of the ANC shall, in its sole and absolute discretion, be final and binding on all parties.

4. CONFIDENTIALITY

- 4.1 CASE undertakes in favour of the ANC that CASE shall not and no employee, consultant, associate, agent or nominee of CASE shall, without the written consent of the ANC, whether during the period of this Agreement or at any time thereafter, disclose to any third party and to any other person or organisation or association whatsoever any information which CASE or its employees or associates or consultants or agents or nominees now has or may at any time in the future have access to in terms of this Agreement, save for Research Surveys (Pty) Limited.

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- 4.2 CASE undertakes that it shall not, without the prior written consent of the ANC being obtained, utilise the services of or enter into any agreement with any individual or organisation other than Research Surveys (Pty) Limited or employees of CASE for purpose of carrying out their obligations in terms of this Agreement.
- 4.3 CASE undertakes that it shall not, without the prior written consent of the ANC, hold out or represent or advertise or make known or disclose to any person or organisation or third party whatsoever that it has been commissioned by the ANC or that it is engaged in the surveys, research, analysis or interpretation as provided for in this Agreement.
- 4.4 CASE undertakes that neither CASE nor any employee or consultant or associate or agent of CASE shall, without the prior written consent of the ANC, utilise any information or documentation or interpretation arising from the work carried out in terms of this Agreement, whether such utilisation be for further analysis or academic publication or for any other purpose whatsoever.

5. COPYRIGHT

- 5.1 CASE hereby cedes, assigns, transfers and makes over to the ANC its full and complete copyright, including and incorporating by specific reference herein all copyright ceded and assigned to CASE by Research Surveys (Pty) Limited, in all reports, proposals, data, analyses and any other material or documentation whether in written, audio, visual, electro-magnetic, computerised or any

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other form created or compiled or required by CASE during and in the course of and upon completion of this project.

- 5.2 Such assignment of rights and copyright shall be effectual throughout the world and for the full duration of the copyright and the copyrighted work.
- 5.3 CASE hereby cedes, transfers and makes over to the ANC all accrued rights and claims against third parties arising out of any infringements of the rights of copyright in the copyrighted work which shall or may subsist in and be enforceable by CASE at the date of this Agreement or at any time thereafter. Such rights shall include, but not be limited to, the right to claim from infringer of the said rights of copyright, the damages suffered by CASE arising from the infringement of such rights of copyright, an account of profits made by the infringer as a result of his infringement of such rights of copyright, delivery-up of any infringing copies of the copyrighted work in the possession or under the control of the said infringer, such so-called "additional damages" as CASE might have been entitled to claim from the infringer of the said rights of copyright, and generally all rights arising out of its ownership with the rights of copyright and the copyright of work which might have been enforceable by CASE against third parties at date of this Agreement or at any time thereafter.
- 5.4 It is specifically recorded that CASE retains the moral or residual rights which may vest in CASE being the rights of CASE to claim authorship of the copyrighted work and to object to any distortion, mutilation or other modification of

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the copyrighted work which would be prejudicial to its honourable reputation.

5.5 CASE undertakes to enter into an agreement, contemporaneously with the signing of this Agreement, with Research Surveys (Pty) Limited in terms where of Research Surveys (Pty) Limited cedes, assigns, transfers and makes over to CASE any copyright held by Research Surveys (Pty) Limited in any material created or compiled by Research Surveys (Pty) Limited in the course of and as a result of work commissioned by CASE during this Project.

5.6 Clause 5.4 shall apply mutatis mutandis to Research Surveys (Pty) Limited in respect of material created or compiled by it in the course of and as result of work commissioned by CASE during this Project.

## 6. WARRANTIES

CASE hereby warrants that:

6.1 It shall utilise the amount of SEVENTY SEVEN THOUSAND RAND (R77 000,00) referred to in clause 2 hereof exclusively for conducting the project in accordance with and subject to the details and timetables and requirements as set out in Appendixes "A", "B" and "C" hereto.

6.2 The copyrighted work shall be and is original and the making thereof does and shall not constitute an infringement of any copyright.

6.3 It is and shall be the owner of the rights of

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copyright, without encumbrance, at the date of this Agreement and thereafter and that CASE has not assigned, ceded, transferred or made over the rights of copyright or the accrued or moral claims to any other party.

- 6.4 Research Surveys (Pty) Limited has not and shall not have at any time hereafter any rights of copyright, including accrued rights and claims and moral rights, to the copyrighted work and that Research Surveys (Pty) Limited has ceded and assigned to CASE its full and complete copyright in all reports, proposals, data, analyses and any other material or documentation in any form created or compiled by Research Surveys (Pty) Limited in the course of and as a result of the agreement concluded by it with CASE.

7. DOCUMENTATION

- 7.1 Upon completion of the programme, CASE shall deliver to the ANC, and procure that Research Surveys (Pty) Limited deliver, all copies of all sets of instructions to moderators, questionnaires, computer discs, tape recordings, video tapes and audio-visual material, data compiled, thematic analyses, reports and any other material compiled during the progress of this opinion survey and project and CASE undertakes that it shall destroy, delete and purge, and procure that Research Surveys (Pty) Limited destroys, deletes and purges from all discs, hard, floppy and stiffy, any reference or record of the date and product.

- 7.2 CASE undertakes that the originals of all the

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aforesaid material shall be retained as appropriate by CASE or Research Surveys (Pty) Limited respectively for safekeeping in fireproof, vermin proof conditions which meets professional standards for the storing of archives for such period as may be stipulated by the ANC and on such conditions as may be required by the ANC from time to time.

8. INDEMNIFICATION

8.1 CASE acknowledges that it is and shall be and undertakes to remain and to bear sole responsibility to third parties for all and any debts and obligations incurred in the course of and pursuant to this opinion survey project.

8.2 The ANC is hereby indemnified in respect of any claims, demand, losses, costs, damages, charges and expenses which CASE or its agents or nominees may sustain or incur in regard to any proceedings arising from this Agreement or the opinion surveys project.

9. TERMINATION

9.1 In the event that the ANC, in its sole and absolute discretion, determines that CASE has proved incompetent or materially neglectful in the conduct of the opinion survey project or, without the prior written consent of the ANC being obtained, fails to comply with the time schedules set out in the appendices hereto, and in the event that CASE fails within Ten (10) days of notification of such deficiency to remedy, or to

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procure that Research Surveys (Pty) Limited remedies, any material deficiency upon its being identified in writing by the ANC, then the ANC shall be entitled to terminate this Agreement, in whole or in part, by written notice to CASE.

9.2 Immediately upon the non-observance of any of the material terms of this Agreement or on termination of the Agreement as aforesaid, the ANC shall be entitled to proceed against CASE without notice for refund to the ANC and repayment to the ANC of all or any monies which have been paid to CASE, save:

9.2.1 for monies which have been spent on work done for the Project prior to termination date; and

9.2.2 for monies to honour Project-related third-party contractual commitments until these can be expeditiously concluded.

9.3 On termination of this Agreement as aforesaid, CASE shall hand over to the ANC all documentation prepared, produced, compiled, collected or obtained by CASE or its employees or agents, including but not limited to, instructions to moderators, questionnaires, computer discs, tape recordings, audio-visual tapes, data, thematic analyses and interpretative schedules and reports and which have come into the possession of CASE or Research Surveys (Pty) Limited in the course of and by reason of this Agreement. CASE undertakes to destroy, delete and purge from all discs, hard, floppy and stiffy, any reference or record of the data and product. Such handing over shall take

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place within five days of termination of the Agreement.

10. ENTIRE AGREEMENT

It is recorded that this Agreement constitutes the entire agreement between the parties. No variation, addition, deletion, cancellation or extension hereof and no waiver of any rights of this Agreement shall be effective unless it is reduced to writing and signed by all for and on behalf of both parties hereto.

11. DOMICILIA

The parties choose as their domicilium citandi et executandi the following addresses:

11.1 CASE : 801 Geldenhuys, 33 Jorissen Street, Braamfontein, Johannesburg;

11.2 The Research Department of ANC : Shell House, 51 Plein Street, Johannesburg.

12. DISPUTE

In the event of any dispute between the parties as to the implementation or interpretation of any term of this Agreement, then the parties agree that the dispute shall be referred to Arbitration by an Arbitrator to be agreed between them. In the event that the parties cannot reach agreement as to the appointment of an Arbitrator or the Terms and Reference thereof, then the Regional Director (Transvaal) of the Independent Mediation Service of South Africa (IMSSA) shall be approached and

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he shall have authority to appoint an Arbitrator whose decision on the Terms of Reference and submission to Arbitration and termination of the dispute shall be final and binding on both parties.

THUS DONE and SIGNED at JOHANNESBURG on this the <sup>10<sup>th</sup></sup>  
day of *July* 1993

AS WITNESSES:

1. *[Signature]*
2. *[Signature]*

*[Signature]*  
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for and on behalf of the  
Research Department of the ANC

THUS DONE and SIGNED at JOHANNESBURG on this the  
day of 1993

AS WITNESSES:

1. *[Signature]*
2. *[Signature]*

*[Signature]*  
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for and on behalf of CASE



**Schedule A:**

**SIXTEEN FOCUS GROUPS**

This work is intended both to produce information directly and to contribute to the design of 3 selective surveys, to be conducted before the end of 1993, in the Western Cape, Natal, Eastern Cape and the PWV, and covering themes or areas including the following:

Coloured community; Africans in Natal; squatter areas; rural areas; women.

The design of the groups focus groups - including the allocation of the groups in terms of factors such as region, age and gender, as well as the schedule of issues to be discussed - will be developed by CASE and Research Surveys in consultation with the ANC.

The focus groups will be convened and transcribed by Research Surveys on behalf of and under the supervision of CASE.

The material will be thematically analysed and interpreted by CASE in consultation with Research Surveys and reported on in writing and by oral presentation to the ANC.

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**Schedule B.**

**BUDGET FOR FOCUS GROUPS.**

**Fieldwork and tables by Research Surveys**

16 Focus groups . . . . . R56 240

**Design, analysis, Conversion Modelling and reporting and reporting**

Consultant, Conversion Model Division of Research Surveys: 4 half-days @ R800/day . . . . . R1 600

**CASE design, interpretation, reporting -**

Chief Researcher (full-time) . . . . . R3 500

Director (parti-time) . . . . . R1 800

Deputy Director (part-time) . . . . . R1 400

Analysis and extra computing . . . . . R1 800

Production of reports . . . . . R2 300

**CASE management and logistics**

Communication, air-travel, secretariat,  
rent, etc . . . . . R 8 360

**TOTAL . . . . . R77 000**

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### Schedule C

Payment shall be made by the ANC to CASE on the following basis.

60% on signature of the contract . . . . . R46 200

30% on completion by Research Surveys of the transcription and thematic  
analysis of the focus groups . . . . . R23 100

10% on delivery by CASE of the written report and oral presentation to the  
ANC . . . . . R 7 700

TOTAL . . . . . R77 000

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