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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

GENERAL NOTICE

NOTICE 1741 OF 2003

Safety in Mines Research Advisory Committee (Simrac)

Invitation to submit project proposals

Simrac, a permanent Committee of the Mine Health and Safety Council, was established in terms of the Mine Health and Safety Act (29/1996) to conduct research and surveys regarding, and for the promotion of, health and safety in the South African mining industry. Suitably qualified agencies and/or persons are invited to submit proposals in response to the project specifications in this Notice.

A consultative process took place that resulted in the Council formulating co-ordinated, long-term health and safety research programme and identifying priority areas for research to commence in the 2003/2004 cycle. Researchers and agencies are invited to submit research proposals for the research project indicated. Proposed research must be well-designed with a detailed methods section, including ethics clearance if relevant, *and* must have the potential to add to existing knowledge, practice or technology, involve the end users and implement/transfer outputs. Research teams must have the specified skills.

Submission of Proposals

1. Proposals must be submitted in accordance with the prescribed format. Contact C Gomes at telephone 011 358 9190, fax 011 403 1821, e-mail cgomes@simpross.co.za or visit the Simrac website <http://www.simrac.co.za> to download the submission template.
2. Anyone who has queries regarding the aims and objectives of the thrusts listed in this notice can contact the following persons:

Occupational Health:	Mary Ross at	mross@simpross.co.za	(011 358 9183)
Organisational issues:	Paul vd Heever at	pvdheever@simpross.co.za	(011 358 9180)
Simrac Chairperson:	Piet Botha at	ptapbo@mepta.pwv.gov.za	(012 317 9303)
3. Proposers are requested to take note of past work in the different thrust areas. (Details are available on website <http://www.simrac.co.za>)
4. The closing time and date for the receipt of the proposals is **12:00 on Friday 1 August 2003**. Late entries will NOT be accepted.
5. A proposal in the correct format can be e-mailed to cgomes@simpross.co.za prior to the closing time and date. Alternatively, two copies of each proposal, in a form suitable for photocopying **plus** a disk or CD with the proposal in MS Word or Rich Text Format, should be deposited in the repository labeled "Proposals" at the Council's offices².
6. The Council may at its sole discretion, decide to recommend the acceptance, rejection or amendment of any proposal and to commission the team to develop the proposal on the basis of which the contract is awarded. The Council shall not furnish any reasons for its decisions regarding proposals.
7. Every proposal accepted by the Council would be subject to a set of Terms and Conditions, which on acceptance of the final detailed proposal will form part of the contract applicable to the project.

², 2nd Floor, Braamfontein Centre, 23 Jorissen Street, Cnr. Bertha Street, Braamfontein

All prospective proposers should peruse a set of the standard terms and conditions prior to submitting a proposal. A copy of the standard terms and conditions is attached to this Notice.

8. In compiling proposals, prospective proposers should provide details of methods, identifiable outputs and estimated costs as indicated.
 9. The Council will endeavour to solicit the services of South African organisations to undertake projects, but will consider proposals from overseas-based organisations if expertise, cost considerations and local capacity building components compare favourably.
 10. The Council requires full disclosure regarding all subcontracts included in the proposal.
 11. Where an output includes a device, mechanism, procedure, or system capable of being applied in the mining environment, a prospective proposer shall include in the proposal an output which suggests how the outputs in question might best be applied in practice. In drafting proposals, all prospective proposers should bear in mind the potential for technology transfer and phasing the project as indicated.
 12. Each successful proposer may, during the contract period or shortly after its completion, be required to provide:
 - ☐ A competent spokesperson with appropriate materials to make not more than two separate presentations, on an annual basis for the duration of the project, and
 - ☐ A technical paper on the project for publication and/or a poster presentation, without additional remuneration or reimbursement of costs.
- These activities must be detailed and costed within the project.
13. Where relevant, proposers may obtain copies of earlier project reports and other information from the website address or from contacts listed (See paragraph 1 and 2).
 14. Proposers are advised that all the Council projects may be subjected to technical and financial audits and all relevant information and expenditures should be recorded.
 15. Proposers should substantiate and cost separately, all proposed travel outside the borders of South Africa in connection with the project, and provide details of all expenses such as travelling and subsistence.
 16. All proposed project costs must be expressed in South African Rands. Fluctuations in the exchange rate and purchase of forward cover should be considered when costing the proposal.
 17. The Council will take all reasonable steps to ensure that confidentiality of proposals is maintained during the adjudication process. If a proposal is not accepted within the programme, the Council may invite additional proposals on the topic.
 18. No unsolicited proposals are called for or will be looked at.

Objectives of the the Council research programme

The **objectives** of the Council in commissioning health and safety research, for both general and commodity-based projects, are to:

- Obtain and evaluate information to establish evidence-based risk assessment, standard setting and health and safety performance measurement;
- Develop techniques or guidelines to prevent, reduce, control or eliminate risks;
- Develop and pilot innovative ideas and procedures, where appropriate, to eliminate, reduce or control risk;
- Obtain information on the extent of work-related ill health;
- Identify, develop and improve sampling and measurement techniques to detect environmental hazards and assess personal exposure;
- Understand the aetiology and identify and evaluate best-practice screening, diagnostic and treatment interventions to reduce the impact of occupational disease;
- Evaluate the effectiveness of control interventions;
- Understand risk perception, attitudes and behaviour related to health and safety and promote best practices in hazard recognition and procedural conformance;
- Empower its statutory committees to formulate policy, expedite research aimed at improving the health and safety in the South African mining industry; and
- Collaborate with national and international initiatives and research to promote health and safety in the mining industry.

The **criteria** by which proposals will be evaluated include:

- **Added value and impact** – the Council supports research which can contribute significantly to the improvement in the health and safety of South African miners;
- **Value for money** – the Council supports cost-effective research;
- **Innovation** – the Council welcomes new approaches or new areas of focus for research leading to technologies or best practices to improve health and safety;
- **Excellence** – the Council demands excellence, particularly in the methods employed to conduct research, be it quantitative or qualitative, and hence will consider the track record of the proposer/s for expertise and delivery (quality, time and to budget);
- **Use and development of research skills** – the Council requires research teams to possess the skills relevant to the success of the project and also favours projects which assist in developing research capacity, particularly in previously disadvantaged groups;
- **Collaboration** – the Council places a high priority on collaboration between researchers and the “teams of excellence” approach. Thus, the means of soliciting research proposals is intended to stimulate collaboration between centres of excellence and individual experts in order to optimise the use of the Council funding and the research outcomes.
- **Development of key indicators** – the Council recognises the challenge in assessing performance and improvement in health, as opposed to safety, in the mining industry. There is a lack of suitable occupational health (OH) indicators and baseline data. Thus innovative and robust research to develop relevant OH indicators and baseline values will be favourably considered.

The Council's research and implementation programme consists of occupational health and safety, addresses occupational medicine and hygiene, rock engineering, engineering and machinery, behavioral issues and technology transfer processes.

Each proposal must:

- Address only the research topic advertised;
- Be in the format indicated and the template specified using word or rich text format; and
- Be phased as indicated in the project scope.

The Mine Health and Safety Council

Project reference number:.....

Memorandum of agreement entered into by and between :

The Mine Health and Safety Council
(A body incorporated in terms of the Mine Health and Safety Act (No 29 of 1996)) hereinafter referred to as the MHSC

for the execution of a project through its permanent committee the Safety in Mines Research Advisory Committee (SIMRAC) herein represented by the Chief Inspector of Mines, duly authorised hereto

and

Name of contractor/organisation
(hereinafter referred to as the 'Contractor')

Identity or registration number:.....hereby represented by

identity number:duly authorised hereto

Whereas the Contractor herewith submits to the MHSC the Project proposal ('the Proposal'), of which the original is initialled and attached marked Schedule A hereto, to be executed under the aegis of SIMRAC;

Now therefore the parties agree as follows:

1. The terms and conditions set out herein apply to the Proposal, dated..... and entitledform part of the agreement.
2. The persons signing the Contract on behalf of their respective principals, warrant their authority. (Attach resolution of authorisation, if the contractor is not a natural person.)
3. Before the Contractor commences work on the project, he/she must inform SIMRAC in writing timeously of the date on which he/she proposes to start work and provide details of the Project Schedule, and (if applicable) provide details of any proposed changes in the initial Project Schedule submitted and must submit a clearance certificate from an ethics committee acceptable to SIMRAC, if required, to conduct the project.
4. Subject to Clause 11, the contract price shall be paid as follows:

4.1 Projects which extend over a period of up to three months

Payment for Projects which extend over a period of up to three months will be negotiable. All payments will be subject to acceptance by SIMRAC of progress reports. Thirty per cent of the total contract amount will be retained until acceptance by SIMRAC of all project deliverables.

4.2 Projects which extend over a period of up to one year

- Ten per cent of the total contract amount on the commencement date
- Fifteen per cent of the total contract amount upon receipt of a Final Report. The Final Report shall be in a form specified by SIMRAC and prior to payment, SIMRAC must be satisfied that the report is of acceptable quality in terms of its scope, accuracy and relevance. From time to time SIMRAC may specify certain other criteria that must be met in the Final Report
- Fifteen per cent of the total contract amount on acceptance by the Chief Inspector of all Project deliverables
- The remainder of moneys will be paid in equal amounts, at quarterly intervals of the Project duration, upon acceptance by SIMRAC as referred to in Clause 9 and Clause 10 hereof.

Payment schedule:

10% (start-up); 4 times 15% (quarterly progress); 15% +15% (final report)

4.3 Projects which extend over a period of longer than one year

The annual contract amount shall be paid over the duration of the Project as follows:

Year 1 and subsequent years

- Ten per cent of the total annual contract amount on approval (or continuation) of the project
- The remainder of the total annual contract amount will be paid in equal quarterly amounts upon acceptance by SIMRAC of progress reports as referred to in Clause 9 hereof.

Payment schedule

10% (acceptance or continuation); 4 times 22.5% (quarterly progress)

Final year:

- Ten per cent of the total annual contract amount on approval of continuation of the project
- Sixty per cent of the total annual contract amount will be paid in equal quarterly amounts, upon acceptance by SIMRAC of progress reports as referred to in Clause 9 hereof
- Fifteen per cent of the total annual contract amount on receipt of a Final Report of acceptable quality, scope, accuracy and relevance
- Fifteen per cent of the total annual contract amount on acceptance by SIMRAC of all Project deliverables

Payment schedule

10% (start-up); 4 times 15% (quarterly progress); 15% +15% (final report)

5. The MHSC shall effect payment in respect of invoices submitted in terms of Clause 4 within 14 days of approval by SIMRAC of the quarterly progress reports and financial statements referred to in Clause 4 hereof. SIMRAC shall inform the Contractor if payment has not been approved and shall supply reasons therefore. Payments will only be made by the MHSC against the submission to the MHSC of detailed invoices by the Contractor and on verification and approval thereof by SIMRAC. Where required by the Value Added Tax Act these shall be Tax invoices. No payment shall be effected by the Mine Health and Safety Council unless it has received valid VAT invoices where necessary in terms of the Value Added Tax Act.
6. The Contractor shall maintain a complete set of accounts relating to the contract, which shall include full details of all disbursements made in connection with the contract. All such documentation shall be made available for inspection on request during normal business hours to authorised representatives of the MHSC and/or SIMRAC, and shall be summarised in financial statements accompanying quarterly and final project reports, as well as each invoice
7. In the event of the total cost of the project exceeding the contract price, the Contractor shall be responsible for any additional costs.
8. Where project proposals are submitted by persons, agencies or sub-contractors domiciled outside the Southern Africa Common Monetary Area, all monetary amounts recorded in financial statements and progress reports must be expressed in both the foreign currency and its equivalent in South African Rand converted in terms of the South African Statement of Generally Accepted Accounting Practice number AC112 or International Accounting Standard IAS21. All payments shall be made in South African Rand and the MHSC will not be responsible for changes in costs attributable to changes in exchange rates.
9. Within 2 (two) weeks of the end of each successive quarter the Contractor shall submit to SIMRAC a quarterly progress report recording work completed and progress with the project in the preceding quarter, providing sufficient detail to allow a quantitative assessment by SIMRAC of actual progress made by the Contractor. Each such quarterly report must be accompanied by a financial statement detailing all expenditures and costs incurred in connection with the project in the preceding quarter. SIMRAC may specify the format of the reports, and the Contractor shall submit his reports in the specified form.
10. Within 6 (six) weeks of the completion of the project the Contractor shall submit a final project report, containing an overall review of the project and conclusions based on the entire project, for consideration by SIMRAC; such final report must be accompanied by a comprehensive and detailed financial statement covering the entire project, together with a copy of the project asset register referred to in Clause 22 hereof. \
11. Reasons for delays in completion of projects and submission of final reports must be communicated to SIMRAC. Extensions will only be considered under exceptional circumstances, which must be fully justified in a timeous, formal application for extension, in writing, to the relevant committee. In the event of unsubstantiated delays and partial completion of projects, SIMRAC will undertake a contractual audit to determine the degree of completion and assess the value and currentness of the outputs and revise the payment schedule (Clause 4), accordingly. Each case will be assessed on merit but, if no further extensions are granted, the following actions will be initiated:
 - 11.1 A registered letter from SIMRAC, on behalf of the MHSC, will be forwarded to the project leader demanding that the contractual project deliverables be reported on within 30 days of receipt of the letter.
 - 11.2 The project leader will be given the opportunity to present the case to SIMRAC.

- 11.3 If no response is received, the MHSC will forward a Final Demand notification with a further 30-day extension period to the Contractor. If this demand is not met:
- 11.3.1 Notification of Project Cancellation will be forwarded from the MHSC to the Contractor.
 - 11.3.2 Legal proceedings may be instituted against the Contractor for reimbursement of funds, based on the degree of contractual compliance of project deliverables and past payments.
- 11.4 No further outstanding payments will be made until the project deliverables have been accepted by the responsible committee.
- 11.5 SIMRAC may elect not to award any new project to the Contractor and may elect not to award any new project in respect of which the person referred to in 11.1 is to act as project leader.
- 11.6 SIMRAC shall be entitled to impose, at its discretion, a penalty for late delivery of any part of the project in accordance with the following scale:
- 3 to 6 months delay: 5 percent; or
 - 6 to 12 months delay: 15 per cent; or
 - more than 12 months delay: 25 per cent
- of the amount that would have been payable for that part of the project had such part been delivered timeously in accordance with clause 4.
- 11.7 Decisions and actions and discussions concerning late delivery will be fully documented and forwarded to the project leader.
12. All reports, asset registers and invoices submitted to SIMRAC in terms of this contract shall where applicable comply as regards content and format with the requirements of SIMRAC as formulated from time to time.
13. At any time during, or within a reasonable period after, the execution of the project, the Contractor shall on request by SIMRAC, and without any payment in addition to the contract price, prepare a formal paper on the subject matter of the contract and provide a knowledgeable and competent speaker to present the paper, if appropriate, with audio-visual aids, to an invited audience of persons employed in or associated with the South African mining industry. If the contractor fails to comply with the request by SIMRAC in terms of this clause, SIMRAC at its sole discretion, may impose a penalty on the Contractor up to a maximum amount equal to 5% (five percent) of the total contract price.
14. At any time during the Contract period, authorised SIMRAC representatives shall be entitled, by prior arrangement with the Contractor, to inspect work in progress on the project, and to request up-to-date reports on the project or on specific aspects of the project.
15. The Contractor shall not use, disclose or in any other way use or disseminate the Confidential Information of the MHSC or SIMRAC save as may be necessary in the ordinary, normal and regular course of business or as is authorised by the MHSC or SIMRAC. The term "Confidential Information" shall include, but shall not be limited to, all secret knowledge, trade secrets, information (including any and all technical, financial and marketing information), written instructions, drawings, notes, memoranda, samples, devices, demonstrations, know-how, manufacturing specifications or techniques, research and development work together with results, analysis, interpretation, conclusions and the applicability thereof that may be conducted by or on behalf of the MHSC, and other materials of whatever description, in which the MHSC or SIMRAC has a proprietary, pecuniary or other interest in such information remaining confidential.

16. Unless authorised to the contrary in writing by the MHSC, the Contractor shall never use Confidential Information except for the benefit of the MHSC and the Contractor shall remain bound to keep such Confidential Information secret at all times after the termination of the Proposal. The Contractor will not divulge or permit to be divulged to any person any aspect of such Confidential Information otherwise than for the purposes of the Proposal.
17. All documentation furnished to the Contractor by the MHSC or SIMRAC pursuant to the Proposal will remain the property of the MHSC as the case may be, and upon termination of the Proposal will be returned to the MHSC or SIMRAC. The Contractor will not make copies of any such documentation without the prior written consent of the MHSC.
18. All intellectual property rights arising out of, or derived from, the project contemplated in the Proposal shall vest in the MHSC; provided that the MHSC may, upon written application by the Contractor and acting on the advice of SIMRAC, grant permission in writing for the said intellectual property to be published, utilised or exploited commercially by the Contractor, or others, subject to such terms and conditions as the MHSC may in its sole discretion specify. In so far as may be necessary in law, the Contractor hereby assigns to the MHSC all such intellectual property rights, and the Contractor hereby waives in favour of the MHSC any so-called moral rights which may accrue to the Contractor in any such intellectual property. The Contractor undertakes to sign all documents and to do all things that may be necessary to record and perfect the transfer of the intellectual property rights into the name of the MHSC.
19. The contractor shall on request in writing by the MHSC or SIMRAC make available to the MHSC or SIMRAC, as the case may be, all information, including but not confined to, raw data, statistical analyses, formulae, plans, photographs, internal and external reports, and the like obtained, devised or developed by the Contractor or a sub-contractor in the course of performing the project in question, and shall furthermore assist the MHSC to the best of its ability, if the MHSC should, in its sole discretion, apply for the registration of a patent or design based on studies undertaken in terms of the contract, the registration being at the expense of the MHSC and wherever the MHSC may choose to obtain such protection.
20. All physical equipment, instrumentation, and the like purchased by the Contractor for use in connection with, or as part of the project, and charged to the MHSC, shall at all times remain the property of MHSC. The Contractor may make an offer to purchase such goods for his own use. MHSC, may sell or dispose of such goods to the Contractor, or others, subject to specific terms and conditions.
21. The provisions contained in Clause 20 above shall also apply, subject to the necessary changes having been made, to intellectual property, such as computer programs and software, patents, and designs purchased by the Contractor for use in connection with the project.
22. All assets with an initial value of more than R10 000 purchased by the Contractor in connection with or forming part of the contract, and/or charged to MHSC, shall be recorded in a project asset register which shall at all relevant times be available for inspection by SIMRAC or its representative. All such assets shall be kept secure, insured and maintained in good order and condition by the Contractor until such time as a decision is made by the MHSC concerning the disposal of such assets.
23. Full details of any contractual relationship between the Contractor and a sub-contractor shall be supplied to SIMRAC, and the sub-contractor shall be required to maintain, make available and submit financial statements to the Contractor for inclusion with the quarterly and final project reports and financial statements submitted to SIMRAC.

24. The Contractor shall not be entitled to cede nor transfer the rights in terms hereof without the written consent of MHSC, and the Contractor shall not replace strategic personnel nor strategic subcontractors as recorded in the Proposal without first consulting MHSC and amending this Contract and proposal in accordance with Clause 29 hereof.
25. The parties agree that on the default of either party, the other party may call upon the defaulting party in writing to remedy the default within a reasonable time, failing which the aggrieved party shall be entitled to terminate the contract or apply for specific contractual performance, without exercising such party's right to claim damages.
26. Disputes concerning the performance of the project shall be handled as specified in Addendum 1.
27. In the event of any party incurring legal costs to enforce its rights in terms hereof, the successful party to the resolution of the dispute, shall be entitled to recover all costs from the other party on an attorney and own client scale.
28. The Proposal, the MHSC's letter of acceptance, and the terms and conditions set out herein shall, for purposes of interpretation, constitute a single contract, and replaces any other agreement relating to this project.
29. On acceptance of this agreement and the Proposal, no changes or amendments shall have any force or effect unless recorded in writing and signed by, or on behalf of, the parties.
30. The contract shall remain in force until such time as both parties have performed their respective obligations under the contract; provided however that the MHSC's rights in respect of intellectual property rights, physical assets held by, or under the control of the Contractor and confidentiality rights as referred to in clauses 15 and 16, shall continue after the termination of this agreement.
31. While engaged in the performance of the contract the Contractor shall comply with all relevant provisions of South African common law and statute law, including, but not confined to, measures prescribed in the Employment Equity Act, Act No. 55 of 1998.
32. Notwithstanding Clause 31 above (compliance with SA law), the Contractor shall endeavour to promote, to the best of its ability, the employment of previously disadvantaged persons, and, without being limited thereto, specifically by employing post graduate students to enhance the abilities of such persons at all levels while performing the contract.
33. The Contractor herewith guarantees to the MHSC that the execution of the Project will be of the highest professional standards and expertise, and that any strategic or key personnel or experts named in the proposal shall at all times be committed to the proposal.
34. Any reference to a quarter in this agreement shall mean a period of three months commencing 1 April, 1 June, 1 September and 1 December each year.
35. Any extension granted under this contract shall not set a precedent, nor shall it be construed as a waiver of the rights provided in terms of this contract.
36. The parties choose and herewith accept the following addresses for all purposes and notices in connection with the project and this agreement:

36.1 The MHSC:

of: 2nd Floor
Braamfontein Centre
23 Jorissen Street
Braamfontein
E-Mail: cjones@simpross.co.za

Private Bag X 63
Braamfontein
2017
Tel no: (011) 358 9180
Fax no.(011) 403 1821

36.2 The Contractor:

of: _____

e-mail: _____

Tel no. _____

Fax no. _____

36.3 The parties agree that e-mail is an acceptable form of service. Proof of service will be constituted by a "confirmation of delivery" e-mail that is sent to the sender of the e-mail by the e-mail service provider.

36.4 Service by telefax is also an acceptable form of service in terms of this agreement. Confirmation of delivery will be constituted by the fax transmission slip.

36.5 Any mail that is sent by registered post shall be deemed to be received (3) three days after posting and proof of posting will be constituted by the registered post slip.

Thus done and signed at

.....on this.....day of.....2003.

As Witnesses :

1. _____

2. _____

for and on behalf of the Contractor

Acceptance of Contract

This contract relating to the proposal attached herewith, is hereby accepted by the Mine Health and Safety Council. Thus done and signed at

.....on this..... day of.....2003

As Witnesses:

1. _____

2. _____

Chief Inspector of Mines

Addendum 1

Settlement of Disputes

1. Disputes

1.1. Should any disputes or differences whatsoever arise at any time between the parties concerning this Agreement, or its constructions or effect or as to the rights, duties and/or liabilities of the parties or either of them under or by virtue of this Agreement or otherwise, or as to any matter in any way arising out of the subject matter of this Agreement, then either party:

1.1.1. may declare a dispute by delivery of the details of the dispute to the other party; and

1.1.2. request that the dispute be referred by the parties, without legal representation, to mediation by a single mediator at a place and time to be determined by the mediator.

2. Mediation

2.1. If, within 30 days of the delivery of the declaration of a dispute, the parties have not agreed to accept mediation then the dispute shall be determined by arbitration as prescribed below.

2.2. If the parties agree to mediation then the mediator shall be

2.2.1. selected by agreement between the parties;

2.2.2. or failing agreement, nominated on application by either party to the president, for the time being, of the Law Society of the Northern Provinces.

2.3. The mediator shall, at his entire discretion, determine whether the representations to him shall be made in the form of written and/or oral representations and in which manner the mediation will take place, providing that, in making these determinations, he shall consult the disputing parties and be guided by their desires.

2.4. The costs of the mediation shall be determined by the mediator and shall comprise:

2.4.1. the mediator's expenses; and

2.4.2. a fee which shall have been previously agreed by the parties or in the absence of agreement, a reasonable charge determined by the mediator.

2.5. The costs shall be borne equally by the parties and shall be due and payable to the mediator on presentation to them of his written account.

2.6. Each party shall bear the costs of any legal advice that party may have obtained in connection with the mediation.

2.7. If either party to this Agreement is unwilling to accept mediation or should the mediator declare the parties unable to resolve their dispute by mediation, then either party may, by written notice delivered to the other (within 30 days of the declaration of the dispute if there be no mediation, or within 30 days of the mediator declaring the parties unable to resolve their dispute by mediation), require that the dispute be referred to arbitration.

3. Arbitration

3.1. The parties hereby record that should any dispute or difference which may arise at any time between them not be resolved by mediation in terms of this clause the parties shall, unless otherwise herein expressly provided, refer the matter to arbitration before a Johannesburg attorney or advocate having not less than ten years standing, subject to the following conditions:

3.1.1. The arbitration shall be held on an informal basis and shall not be subject to the Arbitration Act.

3.1.2. The arbitration shall be held as soon as practicable within the city of Johannesburg.

3.1.3. The arbitrator shall be entitled to dispense with such rules of evidence as he deems reasonable.

3.1.4. The decision of the arbitrator shall be final and binding on both parties.

3.1.5. the costs of the arbitration shall be awarded against the losing party, alternatively the arbitrator shall have the right to award costs on such basis as he deems fit having regard to the circumstances of the arbitration.

4. Legal proceedings

4.1. If for any reason the arbitration proceedings have not commenced within 90 days of the one party advising the other in writing that a dispute has arisen, either party may elect to dispense with the provisions of this Agreement relating to mediation and arbitration and may institute proceedings in the Witwatersrand Local Division of the High Court of South Africa.

Acceptance of Tender and Contract

This contract relating to the proposal attached herewith, is hereby accepted by the Council. Thus

done and signed aton this..... day
of.....2003

As Witnesses:

1. _____

2. _____

for and on behalf of the Council

Details of Proposals

SIM 03-09-05

Project Title

Effects of HIV / AIDS on occupational health and safety.

Motivation

The HIV epidemic is possibly the greatest health challenge to the mining industry in South Africa. HIV and AIDS have become a serious burden for the mining industry and contribute significantly to the burden of occupational disease. Although some *ad hoc* research has been conducted, the infection rates, prevalence of risk factors, health-seeking behaviour, impact on health and status of intervention programmes for HIV infection are unknown for most of the mining industry. Excellent research, including SIMRAC projects, on the association of HIV with tuberculosis and silicosis is ongoing but the clinical component has been largely limited to the gold mining sector. However, an effect of HIV/AIDS on safety, health and occupational diseases other than tuberculosis has been postulated. It is therefore important to obtain comprehensive data on the association of HIV/AIDS with safety, health and occupational diseases, as this will enable the industry to assess the impact of the epidemic and formulate best practice interventions. The limited information readily available necessitates research into these factors in order to develop, implement and evaluate integrated control strategies.

Primary outputs

Phase 1

1. Interim report on published and unpublished data on the effects of HIV/AIDS on health and safety
 - Standards and guidelines on fitness for work in a mining environment
 - Ability to work safely
 - Recovery from injury
 - Occupational diseases other than tuberculosis
2. Detailed proposal for Phase 2 to investigate the impact of HIV on events or conditions identified in Phase 1
3. Stakeholder workshop to discuss Phase 2 proposal and interim report.
4. Final report and proposal for Phase 2 or Interactive CD with referenced information, if Phase 2 unnecessary.

Scope:

In Phase 1, all existing research and other data should be obtained to identify the effects of HIV on fitness for work in the mining environment (e.g. heat, high work loads, effects of antiretroviral medication), occupational disease and the propensity to injury and effects on recovery from injuries. The research focus for the second phase (if necessary) should be identified.

Phase 2: Should include relevant research, such as the collection of clinical data, that is required to determine the association of HIV with occupational diseases (other than tuberculosis and silicosis which are being researched) and injuries.

Estimated Duration

Phase 1 0.75 - 1 year

Potential impact on health and safety risks

The situation analysis, development of assessment tools and measurement of the impact of HIV/AIDS on occupational diseases will contribute to the prevention and control of morbidity and mortality.

Required technology transfer

Workshops and consultation with all stakeholders will ensure involvement in any future research and technology transfer.

Special skill and facilities required by project

- Occupational medicine
 - Physiology (occupational and environmental expertise)
 - Epidemiology of HIV
-