

**To Whom It May Concern,**

To carry out necessary processes, Personal Information about your organisation will be processed (collected, stored, used, shared and disposed).

1. You hereby give consent so that ARC may collect process and distribute the organisation's personal information where ARC is legally required to do so.
2. You understand your right to privacy and the right to have your organisation's personal information processed in accordance with the conditions for the lawful processing of personal information.
3. You acknowledge that you understand the purposes for which your organisation's personal information is required and for which it will be used.
4. You hereby consent that you understand that third parties will have access to your personal information and you hereby consent to ARC sharing your personal information strictly for reporting to the relevant parties.
5. You understand that, should you refuse to provide ARC with the required consent and/or information, ARC will be unable to assist you going forward due to the inception of the Protection of Personal Information Act (4 of 2013) ("POPIA").
6. You understand further that all your organisation's personal information, which you provide to ARC, will be held and/or stored securely for the purpose for which it was collected.
7. You declare that all your personal information supplied to ARC is up to date, not misleading and that it is complete in all aspects.
8. You undertake to immediately advise ARC of any changes to your Personal Information should any of these details change.

ARC undertakes not to disclose the organisation's Personal Information other than what is stated above or unless required to do so by a court of law or under any applicable legislations.

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**Signature**

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**Date**

**Full Name:**

**Name of Organisation:**

PERMISSION REQUEST FORM TO USE ARC COPYRIGHT MATERIAL



<b>APPLICANT:</b>	
<b>Name of person / Name of company/institution:</b>	Click or tap here to enter text.
<b>Company Registration No/VAT No.:</b>	Click or tap here to enter text.
<b>Name of Representative of company/institution:</b>	Click or tap here to enter text.
<b>ID No.:</b>	Click or tap here to enter text.
<b>Residential Address:</b>	Click or tap here to enter text.
<b>Postal Address:</b>	Click or tap here to enter text.
<b>Telephone no.:</b>	Click or tap here to enter text.
<b>Cellphone no.:</b>	Click or tap here to enter text.
<b>Fax no.:</b>	Click or tap here to enter text.
<b>Email address:</b>	Click or tap here to enter text.
<b>Form of material required: (Tick applicable box)</b>	
<input type="checkbox"/> <b>Written</b> <input type="checkbox"/> <b>Electronic</b> <input type="checkbox"/> <b>Photographic</b>	
<input type="checkbox"/> <b>Other</b>	
<b>Exact description of the material: (the field in which the material relates to, by whom, format, page numbers, and year)</b>	
Click or tap here to enter text.	
<i>(Where possible, attach copy of the material requested)</i>	

**PERMISSION REQUEST FORM TO USE ARC COPYRIGHT MATERIAL**



**Detail intended use of the material requested: (in what medium; for what purpose and whether for commercialization).**

Click or tap here to enter text.

**No. of printed copies to be distributed / No. of persons to whom it will be displayed**

Click  
or

**Signed by Applicant:**

**Date:** Click or tap to enter a date.

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**To be completed by ARC**

**Senior Research Manager:**

Signature:

Date: Click or tap to enter a date.

Recommendations

Click or tap here to enter text.

**Senior Manager: Intellectual Property Management & Commercialization**

Signature

Date: Click or tap to enter a date.

Recommendations

Click or tap here to enter text.

## PERMISSION REQUEST FORM TO USE ARC COPYRIGHT MATERIAL



### GENERAL TERMS AND CONDITIONS

- 1) Applicant undertakes to provide the ARC with a properly written application setting out in detail the photographic material and/or other documentary material requested from the ARC.
- 2) The intellectual property rights in the material applied for shall be retained by the ARC.
- 3) The purpose of the application must be fully disclosed to the ARC. The applicant undertakes to use the material only for the purposes as disclosed to the ARC.
- 4) The applicant is responsible for the proper reproduction of the material, which proper reproduction is reproduction of the material only for the following purposes:
  - 4.1 Research or private study;
  - 4.2 Personal or private use;
  - 4.3 Criticism or review;
  - 4.4 Reporting current events;
  - 4.5 Quotation; or
  - 4.6 Teaching purposes ("illustration")Provided the ARC is acknowledged as the source of the work and is mentioned/referred as it appears on the work.
- 5) The ARC does not provide any guarantee or warranty in respect of the material and it is hereby expressly agreed that no warranty is expressed or implied in respect of the commercial viability of the material and that the ARC shall not be held responsible for any claims that might arise from the use of the material.
- 6) The ARC might request that the applicant sign a contract to conclude or approve the transaction where it deemed fit.
- 7) The applicant guarantees that the material will be used in accordance with recognised scientific and/or commercial methods and under the supervision of a qualified person.
- 7) The applicant shall indemnify, hold harmless and defend at its own costs, the ARC from and against all claims, demands, losses, damages, costs, actions, suits or other proceedings, in any manner based upon, arising out of, related to, occasioned by or attributable to, any acts or conduct of the applicant whether by reason of negligence or otherwise, in the performance of the provisions of this agreement or any activity

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undertaken or purported to be undertaken under the authority or pursuant to the terms of this agreement.

- 8) The applicant undertakes to acknowledge the intellectual property rights of the ARC on every page or photo used in any publication in the following terms:  
The applicant is indebted to the ARC for permission to use this ARC material/information/table/ figure/photo, which is the intellectual property of the ARC.
- 9) All payments have to be made within 30 (thirty) days after date of invoice. It is hereby expressly recorded that interest at 2% (two percent) per month shall be payable on any outstanding debt.
- 10) The applicant undertakes not to use the ARC's logo and name in any advertising or other commercial activities without prior written consent.
- 11) All differences arising between the parties concerning the interpretation of this agreement and/or the performance of the obligations resulting from the agreement not amicably resolved between the parties, they will be submitted to arbitration for a decision. The parties shall agree on the arbitrator, failing which shall be appointed by the Arbitration Foundation of Southern Africa. Both parties undertake to abide by the decision of the arbitrator. Nothing herein contained shall preclude the ARC from applying to court for a temporary interdict or for other urgent interim relief pending the decision of the arbitrator.
- 12) Neither the applicant nor an agent or employee of the ARC shall have the authority to alter or vary the terms and conditions of this agreement without the specific written authorisation of the OTT of the ARC.
- 13) The applicant shall not distort, mutilate or otherwise modify the material where such action would prejudice the honour or reputation of the ARC, employees of the ARC or the creator of the material.

**Signed by Applicant:** \_\_\_\_\_

**Date:** \_\_\_\_\_