



UNIVERSITY OF JOHANNESBURG

2020 POSTDOCTORAL RESEARCH FELLOWSHIP AGREEMENT

POSTGRADUATE RESEARCH FELLOWSHIP AGREEMENT

made and entered into by and between

UNIVERSITY OF JOHANNESBURG

[A juristic person which exists and functions in terms of the Constitution of the Republic of South Africa, 1996, the Higher Education Act 101 of 1997, as well as the Statute and Rules of the University and applicable law, herein represented by:

Full names of representative	
Capacity	Executive Dean of

herein after referred to as the "University"

and

Dr

herein after referred to as the "Postdoctoral Research Fellow"

A Fellowship is awarded to the above-mentioned Postdoctoral Research Fellow by the University in the Faculty of

in the Centre / Department of

under the supervision of

Initials: PDRF

Initials: Supervisor

Initials: Dean/Vice-Dean



1. PARTIES

The Parties to this agreement are:

- 1.1 The University of Johannesburg, acting through its designated college/faculty/department; and
- 1.2 The Postdoctoral Research Fellow indicated on the first page of this agreement.

2. PREAMBLE

- 2.1 Postdoctoral Research Fellowships ("PDRFs") are awarded to individuals who have completed a doctorate to enable such individuals to continue their post-doctoral studies in a particular field of expertise and are, therefore, used to enhance their knowledge, intellect and expertise. The purpose of a Postdoctoral Research Fellow ("PDRF") is to do research and to publish such research in accredited journals or conference proceedings. The norm is the publication of two accredited research units as determined in terms of the Research Output Policy published by the Minister of Higher Education and Training. A Postdoctoral Research Fellowship is also designed to fast track the academic research career of the PDRF.
- 2.2 The doctorate should have been obtained within the last five (5) years and the candidate for a PDRF should be under the age of 45 years.
- 2.3 Universities South Africa (USAf) represents all the public universities in South Africa.
- 2.4 USAf has adopted a best practice policy pertaining to PDRFs ("the Policy"). The Policy contains the rules and procedures to be followed by the Universities in respect of the funding and advertising of PDRFs, the requirements and application process for PDRFs, and the process to be followed in awarding, accepting, payment and extension of a PDRF. All public universities have indicated that they will grant PDRFs based on the Policy.
- 2.5 SARS made a binding class ruling for a period of 5 years in terms of section 78(3) of the Tax Administration Act of 2011 ("the Binding Class Ruling"). In terms of the Binding Class Ruling the awards granted by universities to a PDRF must meet all the statutory requirements of a *bona fide* bursary as contemplated in Section 10(1)(q) of the aforesaid Act.
- 2.6 This Agreement outlines the general conditions of the award and the research to be undertaken as required by the Policy and the Binding Class Ruling.

3. USE OF PERSONAL INFORMATION

- 3.1 UJ is committed to protecting the PDRF's privacy and recognises that it needs to comply with statutory requirements in collecting, processing and distributing of personal information. The Constitution of the Republic of South Africa provides that everyone has the right to privacy and the Protection of Personal Information Act 4 of 2013 ("POPIA") includes the right to protection against unlawful collection, retention, dissemination and use of personal information. In terms of section 18 of POPIA, if personal information is collected, UJ, as responsible party, must take reasonably practical steps to ensure that the data subject is made aware of the information being collected.
- 3.2 In accordance with POPIA, UJ hereby provides the following information:
 - 3.2.1 **Type of Information:**
Personal information of the PDRF as indicated in the agreement, which is required for the purposes of entering into an agreement.
 - 3.2.2 **Nature/category of Information:**
Information relating to:
 - * race, gender, sex, national, ethnic or social origin, age, health, disability, language etc.
 - * education or medical history;
 - * financial banking details;
 - * identifying numbers, addresses, email;
 - * biometric information
 - * other information as contained in the POPIA.
 - 3.2.3 **Purpose:**
Required for the purposes of entering into an agreement with UJ (contractual and legal purposes) as well as for all purposes relating to this contract and the relationship between the parties.

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- 3.2.4 **Source:**
From the PDRF (data subject) directly.
- 3.2.5 **UJ details (Responsible party):**
Contained in clause 22 of the agreement below.
- 3.2.6 **Legal Requirement:**
UJ may be required in terms of legislation, such as the Higher Education Act 101 of 1997 (as amended), POPIA; or the Institutional Statute of UJ, King 4 or similar statutes, to collect the information in order to report to the Minister of Higher Education and Training, and for responsible record keeping and statistical purposes.
- 3.2.7 **Consequences of failure to provide:**
Dismissal of Application.
- 3.2.8 **Cross border transfer:**
Where necessary, the information may be shared with similar Higher Education Institutions in countries who subscribe to similar data protection laws. Where the information is shared with similar Higher Education Institutions, which do not subscribe to similar data protection laws, UJ will enter into an agreement with such entity in terms whereof such entity will be liable to the protection of the PDRF's personal information.
- 3.2.9 **Recipients of personal information:**
The information is set out in this agreement.
- 3.2.10 **Access and right to amend:**
The PDRF has the right to access and amend his/her personal information at any reasonable time.
- 3.2.11 **Right to object:**
The PDRF is entitled to object to the use of information. However, such objection may lead to this Agreement being terminated as the information is required for valid reasons.
- 3.2.12 **Complaints:**
All complaints regarding a possible breach, must first be referred to UJ in terms of UJ's policies and procedures, before referring the matter to the Information Regulator.

4. CONSENT

- 4.1. The PDRF (as data subject), by signing this agreement, hereby consents to the use of his/her personal information contained herein and confirms that:
- 4.1.1 the information is supplied voluntarily, without undue influence from any party and not under any duress;
- 4.1.2 the information which is supplied herewith is mandatory for the purposes of this Agreement and that without such information, UJ will not enter into an agreement with the PDRF;
- 4.1.3 failure to provide the information will result in the application being dismissed and no Agreement being entered into.
- 4.1.4 The PDRF acknowledges that he/she is aware thereof that he/she has the following rights with regard to such personal information, which is hereby collected. The right to:
- (a) access the information at any reasonable time for purposes of rectification thereof;
- (b) object to the processing of the information in which case this agreement will terminate in accordance with the provisions contained herein; and
- (c) lodge a complaint to the Information Regulator.

5. OBJECTIVES

The objective of this Agreement and the purpose of the funding are to provide a PDRF with an opportunity to further develop her/his skills, experience and expertise as a researcher in anticipation of a future career in research and/or academia.

6. DEFINITIONS, ABBREVIATIONS AND INTERPRETATIONS

Unless the context clearly indicates the contrary, the following terms shall bear the following meanings:

6.1 Agreement

This agreement together with all annexures, addenda and schedules hereto.

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- 6.2 **AFSA**
Arbitration Foundation of Southern Africa
- 6.3 **Binding Class Ruling**
Binding Class Ruling issued in accordance with section 78(2) of the Tax Administration Act 28 of 2011 on 29 June 2015.
- 6.4 **Confidential Information**
Includes any and all tangible and intangible information relating to the management, operations, finances and products or services of the Disclosing Party, including but not limited to, financial data, computer programs and systems, electronic media, transferable plans and drawings, projections, existing and proposed and contemplated projects or investments, formulae, processes, methods, products, manuals, supplier lists, customer lists, purchase and sales records, territories, marketing information, contracts, correspondence, all personal information and secret knowledge, technical information and specifications, manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, formulae, know-how, information materials, scientific information generally, and other materials of whatever description in which the Disclosing Party has an interest in being kept confidential including scientific knowledge gathered during the course of research and/or claimed as confidential by the Disclosing Party at the time of disclosure or promptly thereafter and includes information (whether oral, documentary, magnetic, electronic, graphic or digitized) containing or consisting of information or material of a technical, financial, operational, commercial, administrative or planning nature or in the nature of intellectual property of any kind and relating (wholly or in part) to the Disclosing Party's or any of its actual or projected projects, research activities or businesses, including its suppliers, funders, personnel, students, facilities, assets, financial condition or results, rights, obligations and liabilities and similar or dissimilar information relating to the business of the Disclosing Party, whether developed by or provided to it by others and/or any and all information which is of a confidential nature.
- 6.5 **EFT**
Electronic Funds Transfer
- 6.6 **HoD/HoS**
Head of Department/ Head of School/Director
- 6.7 **Intellectual Property**
Any copyright and ancillary and supplementary rights, technical or commercial information, including, without limitation, computer software, documentation, drawings, designs, improvements, inventions, patents, developments, additions, trademarks, industrial designs and models, techniques, know-how, production development and research, all technical, scientific, theoretical, processing and principles, marketing, promoting, financing, engineering, manufacturing, distributing and transporting, testing and controlling, integratable techniques, technologies, data systems and processes, methodologies, trade secrets as well as undisclosed inventions, registered and unregistered patents, trademarks and designs, whether such material is registered or unregistered, and irrespective of whether such material is capable of such registration.
- 6.8 **NRF**
National Research Foundation
- 6.9 **PDRF**
Postdoctoral Research Fellow or Postdoctoral Research Fellowship, as the context indicates.
- 6.10 **Policy**
Policy for Post-Doctoral Research Fellowships as issued by USAf.
- 6.11 **UJ-PGS**
University of Johannesburg Postgraduate School
- 6.12 **SARS**
South Africa Revenue Service
- 6.13 **UJ/ the University**
University of Johannesburg

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- 6.14 **UJ Rules**
Refer to the rules, regulations, policies, procedures, practices and standing orders as approved by UJ Senate or Council (including their subcommittees) or both and as amended from time to time.
- 6.15 **URC**
University Research Committee
- 6.16 **USAf**
The trading name of Public Universities South Africa (previously known as Higher Education South Africa), registered in terms of the company laws of South Africa under Registration No. 2005/013211/08 and as Non-Profit Organisation under Reg. No. 176-579 NPO.
- 6.17 **Year**
A twelve-month period from the date of registration of the PDRF at UJ.
- 6.18 Words importing one gender includes the other gender.
- 6.19 Headings in this Agreement are for reference purposes only and shall not affect the interpretation hereof.
- 6.20 Words importing the singular shall include a reference to the plural and vice versa.
- 6.21 Reference to a document includes an amendment or supplement to, or replacement or novation of that document and any reference in this Agreement to legislation or a statute shall be a reference to such legislation or statute as at the Signature Date and as amended, varied or re-enacted from time to time.
- 6.22 Where numerical figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.
- 6.23 If any provision is a definition and is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition (or such other clause) effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 6.24 Where any number of days is prescribed in this Agreement, that number shall be determined inclusively of the first and exclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the following Business Day.
- 6.25 The use of the word "including" followed by specific examples shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific examples.
- 6.26 Unless expressly otherwise stated, no provision of this Agreement shall constitute a stipulation for the benefit of any person (stipulation alteri) who is not a Party to this Agreement.
- 6.27 The terms of this Agreement having been negotiated, shall not be interpreted against the Party who procured its preparation and drafting, it being specifically agreed that the contra proferentem rule shall not apply.

7. DURATION AND RENEWAL

- 7.1 PDRFs are awarded for a period of up to two (2) years commencing from the first date of appointment by UJ, and are at all times subject to funding which is considered and provided on a year-to-year basis. PDRFs are required to re-apply for renewal of a fellowship at least two months prior to the lapsing of the first year in order to be considered for the second year funding. If a fellowship is renewed, PDRFs are thereafter required to re-apply annually for renewal of a fellowship at least two months prior to it lapsing. Renewal of fellowships are based on satisfactory research productivity as measured against the signed agreement pertaining to the research to be undertaken for purpose of the Agreement, availability of funds, and the PDRFs success/attempt in securing external funding. Beyond two years, a renewal may be considered under exceptional circumstances only which will require the supervisor and the Executive Dean to submit a motivation to the Executive Director of Research and Innovation.
- 7.2 Notwithstanding the date(s) of signature hereof, this agreement will commence on the undermentioned commencement date, which date has to be the first day of a particular month; and will continue in force, unless prematurely terminated in accordance with a provision of this Agreement, until the undermentioned termination date.

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7.2.1 Commencement date:

7.2.2 Termination date (12 calendar months)

- 7.3 Nothing in this Agreement shall be construed as an offer or undertaking on the part of UJ to automatically renew this Agreement, after the due termination thereof on the termination date specified above, for any further period.
- 7.4 The Agreement may be renewed through the submission of an application for renewal using the prescribed template, which will be considered by the Faculty before being submitted to UJ-PGS for further consideration. The renewal of the PDRF will be dependent on, but not limited to, the following conditions:
- 7.4.1 satisfactory progress with the PDRF's signed agreement pertaining to the research to be undertaken as determined by or on behalf of the Faculty; and
- 7.4.2 availability of funds; and
- 7.4.3 success/attempt by the PDRF to secure external funding.

8. STATUS OF A PDRF

- 8.1 Nothing contained in this Agreement shall be construed as creating a joint venture or partnership between the Parties or as deeming a Party as either an agent or representative of or employee or student of the other. Neither Party may act as the agent of the other Party nor incur any liability on behalf of the other Party.
- 8.2 The PDRF is not considered an employee of the University, and can therefore not qualify for any employee benefits. The latter does however not preclude the PDRF from performing tasks for remuneration up to a maximum of 12 hours per week.
- 8.3 The PDRF will not form part of the staff complement for the purposes of determining the University's employment equity status.
- 8.4 A PDRF is nevertheless required to comply with the codes of conduct as applicable to students and staff, with the necessary amendments. Should a PDRF act in breach of such codes, the Deputy Vice Chancellor responsible for research may determine whether disciplinary proceedings against the PDRF may be instituted in accordance with the procedure applicable to staff or students. A sanction as applicable to students or staff may be imposed, with the necessary amendments, with the understanding that where a sanction of dismissal (staff) or expulsion (students) would be warranted, the Agreement will be terminated.
- 8.5 The relationship between the Parties is governed by this agreement, and by UJ Rules, Policies, Procedures and Regulations as well as the Policy issued by USAf pertaining to PDRFs.
- 8.6 PDRFs will be registered as research fellows, and will be issued with access cards, which differ from those of employees. These access cards will also allow for Library access.
- 8.7 This Agreement neither constitutes an offer of employment nor does it imply that an employment offer shall be made at any time in the future.

9. SPECIAL CONDITIONS APPLICABLE TO PDRFs

- 9.1 International PDRFs must apply for the appropriate visas / work permits for the purposes of doing research or taking academic sabbaticals in South Africa, and must at all times comply with the South African Immigration Act 13 of 2002.
- 9.2 If the PDRF is a relative of an employee at the university that awards the fellowship, the PDRF award will only be exempt from normal tax to the extent that the specific provisions of section 10(1)(q)(ii) of the Income Tax Act 58 of 1962 have been met.

10. RESPONSIBILITIES OF UJ

UJ undertakes and agrees to:

- 10.1 grant to the PDRF, during UJ's normal business hours, access to UJ's premises and all UJ's resources and amenities, which may include, but shall not necessarily be limited to:
- 10.1.1 adequate working space, working station, general infrastructure, equipment, and other apparatus reasonably necessary and required for the purposes for which the fellowship has been awarded (i.e. to undertake research), including email and Internet access (which will be supplied by the faculty concerned);

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- 10.1.2 issue an access card to the campus as well as facilitate access to the Library;
- 10.2 grant to the PDRF an end-of-year break during such time when UJ is officially closed. The PDRF understands that any other breaks or vacations are to be negotiated between the PDRF, the supervisor and the Executive Dean and that the supervisor and Executive Dean's sole and absolute decision will be final;
- 10.3 administer the Fellowship as an open bursary;
- 10.4 collect and process any personal information in accordance with this Agreement, UJ's policy on privacy and the POPIA;
- 10.5 comply with the provisions of the policy as issued by USAf and endorsed by SARS;
- 10.6 keep proper records relating to this Fellowship; and
- 10.7 effect payments on time.

11. RESPONSIBILITIES OF THE SUPERVISOR/HOST

The Supervisor/Host undertakes and agrees to:

- 11.1 ensure that the relevant documentation of which it is the duty of a PDRF or prospective PDRF to submit timeously in the prescribed form to the Supervisor pertaining to the PDRF's appointment, renewal (where applicable) and resignation (if applicable), is in turn submitted timeously to the relevant officials or structures;
- 11.2 confirm with the Dean or Vice-Dean of the relevant Faculty that sufficient funds are available in the designated cost entity to meet the financial obligations incurred in terms of this Agreement;
- 11.3 assist with the provision to the PDRF with the required infrastructure and facilities to undertake his/ her research as more fully described Clause 12.2;
- 11.4 assist and mentor the PDRF in relation to the research conducted;
- 11.5 monitor the PDRF's progress and research and provide regular feedback, as and when required by the Executive Dean or Executive Director: Research and Innovation;
- 11.6 meet with the PDRF on a regular basis to provide guidance in relation to the research undertaken by the PDRF;
- 11.7 ensure that the PDRF is not expected to perform any work in return for the Fellowship (other than that which has been specified herein).

12. RESPONSIBILITIES OF THE PDRF

- 12.1 Although the focus of the Postdoctoral Fellowship is on advanced research training, a PDRF may be expected and required to undertake and conduct reasonable additional work such as limited voluntary teaching to gain experience and/or the supervision/mentoring of postgraduate students, on the condition that these tasks are not to the detriment of the primary purpose of the Fellowship, which is to engage in research, and to publish research results as accredited outputs. PDRFs are not obliged to give lectures to students, however, they are allowed to lecture to gain experience, and this will be on a voluntary basis up to a maximum of 12 hours per week, for which they may be remunerated.
- 12.2 The PDRF must submit a research proposal of no less than three pages specifying the research focus, projected time lines and expected research outputs for which this Agreement has been entered into. The research proposal must contain inter alia a description of the research area, highlighting the research objectives, research questions and research methodology, and a clear timeframe indicating particular research outputs.
- 12.3 The PDRF undertakes and agrees to:
 - 12.3.1 bear the costs of any form of transportation, whether local or international;
 - 12.3.2 abide by UJ's Rules;
 - 12.3.3 abide by the USAf policy for PDRF's; a copy of which will be made available on request;
 - 12.3.4 not register for any degree at UJ or any other Higher Education Institution during the term of the Fellowship;
 - 12.3.5 accept responsibility for ensuring that he/she is duly registered with UJ as a PDRF upon arrival at UJ;
 - 12.3.6 treat and hold as confidential all confidential information which he/she may have access to or may acquire at UJ during the term of the Fellowship;

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- 12.3.7 abide by UJ's Intellectual Property policy;
- 12.3.8 submit all required financial and progress reports to the sponsors of the Fellowship as may be required;
- 12.3.9 contribute significantly to an increase in the research outputs of the Department/Schools/ College/Centre/Institute;
- 12.3.10 indicate her/his affiliation with UJ not only on any work submitted for publication during her/his tenure as a PDRF, but also on any work substantially composed during that period but which may be submitted thereafter;
- 12.3.11 submit a final report within sixty (60) days of the termination of the Fellowship, the template for which will be available from UJ-PS;
- 12.3.12 apply for membership and remain a member of a South African Medical Aid Scheme, at the PDRF's expense, for the duration of this agreement. In the event of the PDRF being a non-South African citizen (International), he/she must provide proof of mandatory membership of a South African Medical Aid Scheme and remain a member of a South African Medical Aid Scheme for the duration of his/her appointment, at his/her own expense.
- 12.3.13 administer any research funds that may be awarded to his/her research project in conjunction with the supervisor/host in terms of the relevant UJ regulations;
- 12.3.14 not undertake any additional form of work for remuneration.
- 12.4 The PDRF's need to register on the commencement date and thereafter in all subsequent academic registration years (January), in order for monthly payments to be transferred by way of EFT directly to the PDRFs' personal bank accounts (South African).
- 12.5 PDRF's must be registered by the 5th day of each month and no PDRFs will be accepted after the 5th of October each year.

13. ETHICS CONSIDERATIONS

Research by the PDRF must be conducted in accordance with ethical requirements as contained in the relevant UJ policies and regulations as well as faculty-specific procedures as determined by the relevant Faculty Board, with due regard to statutory and professional regulatory requirements and general best-practice principles to protect human and animal dignity and welfare in research.

14. HEALTH AND SAFETY

Health and safety matters attendant on all research activities are subject to the University's Policy on Occupational Safety, and are the responsibility of persons and bodies listed in those policies, accountability also being assigned in accordance with the policy.

15. FUNDING

- 15.1 The Postdoctoral Fellowship is financed on an annual basis by the URC, the Faculty (and where applicable by the NRF or other external funder) in the form of a bursary. The value of the annual bursary is not fixed and the PDRF acknowledges that nothing in this agreement will be construed as an undertaking by UJ or any funder to provide a fixed bursary amount for every year during the duration of this agreement. The monetary value of the Fellowship bursary will be determined annually by the URC.
- 15.2 In addition to the PDRF's obligations as set out above, the PDRF is obligated to immediately apply to the NRF and Claude Leon Foundation or similar external agency for a bursary, if at the time of entering into this agreement, the PRDF has no external funding. The bursary approved by the Faculty and/or URC will be reduced on a pro rata basis according to the amount which is received from such external funding.
- 15.3 By virtue of the relationship between the Parties, the PDRF is not entitled to any employee benefits such as retirement funding, membership of retirement funds, support for a medical aid, or pension schemes.
- 15.4 The total monetary value of a bursary for the first year of this agreement and the source(s) of funding are set out in the following table:

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SOURCE OF FUNDING	ORACLE COST CENTRE	AMOUNT
URC		
GES		
FACULTY		
NRF		
CLAUDE LEON FOUNDATION		
OTHER		
TOTAL		

15.5 Payments to the PDRF's are restricted to three-monthly advances (in the case of University sources i.e. University research Sub-Committee), and six-monthly advances (where external funding is paid to the University bi-annually). No single annual payment will be made to a PDRF.

16. INCOME TAX IMPLICATIONS

By virtue of its nature, payments made to the PDRF in terms of this agreement, are made in the form of a bursary, and are therefore non-taxable.

17. CESSION OF INTELLECTUAL PROPERTY RIGHTS

17.1 The PDRF hereby cede and assign to UJ any existing, future or contingent copyright or any other intellectual property right that may arise from any incomplete or completed work, conducted or undertaken during the period of the PDRFs tenure at UJ, including, without limitation, any paper, article, assignment, dissertation, thesis or minor-dissertation, that may in any way whatsoever have originated or originate from any study or research project the PDRF may have undertaken or have launched or may undertake or launch at UJ in accordance with national legislation, the University's policy related to intellectual property and the Academic Regulations.

17.2 Intellectual property rights will also be applicable to any existing, future or contingent copyright or intellectual property rights that may arise from computer software or patent rights, patentable invention or registerable model programme that has originated or may originate from any study or research project whatsoever that the PDRF has undertaken or has launched or that the PDRF may undertake or launch at UJ.

18. CONFIDENTIALITY

18.1 The Parties acknowledge in terms of this Agreement that a Party (hereinafter the Receiving Party) may have access to Confidential Information of the other Party (hereinafter the Disclosing Party). The Parties agree that neither of the Parties nor any of their employees, consultants, students or agents will at any time during or after the performance of the Project, disclose or use, directly or indirectly any such Confidential Information unless the Receiving Party first obtains the written consent of the Disclosing Party or unless required by law or the lawful order of a court or governmental agency to do so. In this event, the Receiving Party shall immediately give written notice to the Disclosing Party so that it may seek a protective order or other remedy from the court or governmental agency.

18.2 The Receiving Party shall with respect to the Confidential Information:

18.2.1 inform its consultants, employees, students or agents of the confidentiality restraint set out in Clause 18 and ensure that they are subject to the same confidentiality undertaking;

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- 18.2.2 restrict disclosure of Confidential Information to its consultants, employees or agents who have a need to know such Confidential Information in order to perform its obligations in terms of this Agreement;
- 18.2.3 ensure that its consultants, employees or agents use a reasonable degree of care appropriate for the protection of the Confidential Information;
- 18.2.4 use the Confidential Information only for the purposes for which it was provided;
- 18.2.5 upon demand by the Receiving Party promptly deliver to the Receiving Party any and all records containing Confidential Information which are in the Disclosing Party's, its consultants' or agents' possession or control;
- 18.2.6 the Receiving Party will not acquire any proprietary or any other rights to any of the Disclosing Party's Confidential Information.
- 18.3 Confidential Information will exclude information, which the Receiving Party can prove:
 - 18.3.1 was in its lawful possession prior to its first receipt thereof before, on or after the date of this Agreement; or
 - 18.3.2 was independently received in good faith from a third party who has the right to disclose the same and who did not receive it directly or indirectly from the Disclosing Party with restriction on the use thereof; or
 - 18.3.3 is or becomes through no act or default of the Receiving Party, public knowledge as evidenced by the publication or otherwise thereof; or
 - 18.3.4 is or was independently developed by an employee of the Receiving Party to whom no disclosure of such Confidential Information has been made or communicated to

19. DISPUTE RESOLUTION

- 19.1 Should any dispute arise between the Parties in respect of or pursuant to this agreement, including, without limiting the generality of the a foregoing, any dispute relating to:
 - 19.1.1 the interpretation or performance of any of the terms;
 - 19.1.2 any of the Parties' rights and obligation
 - 19.1.3 any procedure to be followed;
 - 19.1.4 the termination of this agreement; or
 - 19.1.5 the rectification of this agreement,
 then the Parties shall endeavour to resolve the dispute by negotiation.
- 19.2 This entails one of the Parties inviting the other or others in writing to meet and to attempt to resolve the dispute within 14 days from the date of written invitation.
- 19.3 Subject to clause 19.2 above, if the dispute has not been resolved by such negotiation within 14 days of the commencement thereof by agreement between the Parties, then the Parties shall:
 - 19.3.1 submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa ("AFSA"), upon such terms as agreed between the Parties and the Secretariat of AFSA; and
 - 19.3.2 failing agreement as aforesaid, within 14 days of the dispute being submitted to mediation, the Parties shall refer the dispute to arbitration as provided in this clause.
- 19.4 In the event that the parties are unable to settle the dispute within a reasonable time, the aggrieved party may refer the dispute to arbitration.
- 19.5 The arbitration shall be in accordance with the Rules of the Arbitration Foundation of South Africa (AFSA), and shall take place in Johannesburg.
- 19.6 There shall be one arbitrator who shall be, if the question in issue is:
 - 19.6.1 primarily an accounting matter, an independent Chartered Accountant with at least 5 years' experience;
 - 19.6.2 primarily a legal matter, a practicing advocate with at least 5 years' experience;
 - 19.6.3 any other matter in relation to this agreement, a suitable qualified person mutually agreed upon by the parties;
- 19.7 The appointment of an arbitrator shall be agreed upon between the parties, but failing agreement between the parties within a period of 14 (fourteen) days after arbitration has been demanded, either of the parties shall be entitled to request the chairperson of the AFSA to make the appointment who, in making his appointment, shall have regard to the nature of the dispute.

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19.8 The parties shall share the costs of arbitration equally in the absence of a cost order made by the arbitrator.

20. BREACH AND TERMINATION

20.1 Should any Party (“the defaulting party”) commit a breach of any provision of this Agreement and fail to remedy such breach within fourteen (14) days of receiving a written notice from the other Party (“the aggrieved party”) requiring the defaulting Party to do so, the aggrieved Party shall be entitled in addition to its other remedies in law or in terms of this Agreement to cancel this Agreement forthwith by notice in writing to the defaulting party and to claim any damages it may have suffered as a result of the breach.

20.2 Notwithstanding anything contained herein, the cancellation of this Agreement shall not affect any of the Parties’ rights that had accrued at the date of termination.

20.3 This Agreement may be terminated by either Party giving the other Party no less than one (1) calendar month written notice of such Party’s intention to terminate this Agreement.

20.4 The PDRF acknowledges and agrees thereto that, where the PDRF invokes Clause 20.3 above and the agreement is subsequently terminated accordingly, that UJ shall cancel all future monthly instalments. The PDRF furthermore undertakes to repay all such amounts, which the PDRF may have been advanced to the PDRF or incorrectly paid to the PDRF, in one single payment.

21. FORCE MAJEURE

Neither Party shall be liable for any failure to comply with its obligations under any Programme if such failure shall be due to causes beyond its reasonable control. Such events shall include, but not be limited to fire, flood, industrial disputes, civil disturbance, acts of terrorism, acts of government and acts of God. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

22. DOMICILIUM AND NOTICES

22.1 The parties choose as their respective *domicilium citandi et executandi* for all purposes under this agreement, whether in respect of notices or other document communication of whatsoever, the following addresses:

22.1.1 **THE UNIVERSITY OF JOHANNESBURG:**

Physical Address: Cnr Kingsway and University Road
Auckland Park
2092
Postal Address: PO Box 524
Auckland Park
2006

Contact Person:

Telephone:

Email:

22.1.2 **THE PDRF:**

Physical Address:

Postal Address:

Initials: PDRF

Initials: Supervisor

Initials: Dean/Vice-Dean



Telephone:

Email:

- 22.2 If that address is changed to another address which is not a physical address in the Republic of South Africa, then the original address shall remain the *domicilium citandi et executandi* of the relevant Party until it nominates a new physical address within the Republic of South Africa in writing, to be its new *domicilium citandi et executandi*.
- 22.3 All notices and any other communications by either Party in terms of this Agreement or relating to it shall be given in writing and sent by registered post, or delivered by hand, or transmitted by facsimile to the recipient Party at its relevant address.
- 22.4 Either Party may, by written notice to the other Party, change any of the addresses at which, (or the designated person for whose attention) those notices or other communications are to be given.
- 22.5 Any notice or other communication given by any Party to the other Party which:
- 22.5.1 is sent by registered post to the addressee at its specified address shall be deemed to have been received by the addressee on the 10th (tenth) business day after the date of posting; or
- 22.5.2 is delivered by hand during the normal business hours of the addressee at its specified address shall be deemed to have been received by the addressee at the time of delivery; or
- 22.6 The provisions of this clause shall not invalidate any notice or other communication actually given otherwise than as described in these provisions.
- 22.7 A written notice or communication actually received by a party shall be deemed to be adequate notice notwithstanding that it was not delivered or sent to its chosen *domicilium* address.

23. INDEMNITY

- 23.1 Each Party ("the first Party") shall defend, indemnify and hold harmless the other Party from all losses, claims, suits and expenses of any kind and description, including, without limiting the generality of the foregoing, losses, claims, suits and expenses arising out of or in connection with property damage, injuries or death sustained by any person or persons whatsoever which may result from or arise in connection with the conduct of the first Party under this Agreement.
- 23.2 Under no circumstances shall either Party be liable for any indirect or consequential damages arising out of or relating to its performance or failure to perform under this Agreement.
- 23.3 THE PDRF waives all rights that he/she may have or may acquire to claim compensation for loss or damage arising from the conduct of the University or someone for whose conduct the University is responsible. For purposes of this exemption, the expression "conduct" includes omissions.

24. ACCESS CONTROL AND PARKING

- 24.1 UJ has certain access control and parking measures in place to ensure safe access to its premises, which may include sporadic searches of vehicles.
- 24.2 Any person or its employees or agents will at all times adhere to the policies and procedures pertaining to access control and parking.
- 24.3 UJ and the persons for whose conduct it is responsible will not be held liable for any loss, damage or destruction of any vehicles or their content entering the campuses of UJ.
- 24.4 The PDRF indemnifies UJ against any claims instituted against it arising from any vehicles brought on or driven on UJ's premises.
- 24.5 The PDRF enter the premises of UJ at his/ her own risk; this includes the use of the parking areas.

25. INTERPRETATION AND JURISDICTION OF THE AGREEMENT

The law of the Republic of South Africa shall govern the interpretation of the Agreement. If any legal proceedings arise from the provisions of the Agreement, both Parties submit to the jurisdiction of the courts of the Republic of South Africa.

26. ENTIRE CONTRACT

This Agreement and any annexures that may be attached to it constitute the entire contract between the Parties.

Initials: PDRF

Initials: Supervisor

Initials: Dean/Vice-Dean



27. VARIATION

No amendment, alteration, addition or suspension of any provision of the Agreement shall be of any force, unless reduced to writing and signed by both Parties.

28. WAIVER

No waiver of any right in terms of the Agreement shall be binding for any purpose unless expressed in writing and signed by the Party concerned and such waiver shall be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party in exercising any right precludes any other or further exercise thereof or the exercise of any other right.

29. CESSION AND ASSIGNMENT

Neither Party is entitled without the prior written consent of the other Party to cede all or any part of its rights in terms of the agreement to any person, assign all or any part of its obligations in terms of the agreement to any person, or subcontract with any other person to perform all or any part of its obligations in terms of the agreement.

30. VALIDITY AND SEVERABILITY

If any provision of the Agreement is or becomes invalid or unenforceable, such provision shall be divisible and be regarded as *pro non scripto* and the remainder of the Agreement shall be regarded as valid and binding unless materially affected. If any provision of the Agreement is inconsistent with the Policy or Binding Class Ruling, the provisions of the Policy or Binding Class Ruling will apply.

31. INDULGENCE

No indulgence or relaxation of rights granted by a Party to the Agreement to the other Party shall be prejudicial to or constitute a waiver of such Party's rights under the Agreement or at law, and any waiver of rights by a Party to the Agreement shall not be construed as such unless such waiver is in writing and signed by the Parties.

32. SIGNATORIES

Thus signed on this _____ day of _____ 2020 at _____
in the presence of the undersigned **witnesses**:

1. Witness' Signature

2. Witness' Signature

Postgraduate Research Fellow (PDRF)'s Name

Postgraduate Research Fellow (PDRF)'s Signature

Initials: PDRF

Initials: Supervisor

Initials: Dean/Vice-Dean



Thus signed on this _____ day of _____ 2020 at _____
in the presence of the undersigned **witnesses:**

1. Witness' Signature

2. Witness' Signature

Supervisor/Host's Name

Supervisor/Host's Signature

Thus signed on this _____ day of _____ 2020 at _____
in the presence of the undersigned **witnesses:**

1. Witness' Signature

2. Witness' Signature

HoD/Director's Name

HoD/Director's Signature

Thus signed on this _____ day of _____ 2020 at _____
in the presence of the undersigned **witnesses:**

1. Witness' Signature

2. Witness' Signature

Dean/Vice-Dean Research's Name

Dean/Vice-Dean Research's Signature

