



**Postdoctoral Research Fellows
Postgraduate Centre & Funding Office
UNIVERSITY OF CAPE TOWN**
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MEMORANDUM OF AGREEMENT (referred to hereinafter as MOA)
to be read in conjunction with:

1. The PDRF Policy Document – Annexure A to this document, and
2. The PDRF Grievance Procedure – Annexure B to this document
3. The MoU Document – Annexure C to this document (*NOTE – The MoU must be completed by the PDRF and the PI and held by the academic department*)
4. The PDRF Registration Form – Annexure D to this document

MADE AND ENTERED BY AND BETWEEN

THE UNIVERSITY OF CAPE TOWN
A University in terms of Act 101 of 1997 of
Rondebosch (hereinafter referred to as UCT)

And

Dr _____

UCT Postdoctoral Fellowship Registration Number _____

A Postdoctoral Research Fellow in the Department of

(hereinafter referred to as the PDRF)

The Parties agree as follows:

1. DEFINITIONS

Unless inconsistent with the context, the words and expressions used in this MoA shall have the following meanings:

- 1.1 “Year”: refers to the twelve months from the date of registration of the PDRF at UCT.
- 1.2 “Contract”: this MoA and all its schedules and annexures.
- 1.3 “Postdoctoral Research Fellowship”:
is defined in the following terms: -

*Postdoctoral Research Fellowships are normally awarded to individuals within five years of having achieved a doctoral degree. **Postdoctoral***

Research Fellows are individuals who undertake research and gain professional experience for a future academic career, under the supervision and mentorship of a Principal Investigator. Fellowships are negotiable up to 2 years after which extension of tenure may be considered for up to a maximum of five years. A sixth year of registration cannot be considered. The purpose of the Postdoctoral Research Fellowship is to provide an opportunity for experiential learning in research, which may serve as a path for further academic and professional development

1.4 “Fellowship Value(s)”:

the full value of the Postdoctoral Research Fellowship granted to the PDRF, as governed by the Conditions-of-Award, including any travel allowances and anticipated top-up funds..

1.5 “Conditions-of Award”:

the approved and signed (by the DVC) conditions of the PDR Fellowship.

1.6 “Registration”:

the formal process of compulsory registration of the PDRF at UCT.

1.7 “PDRF Account”:

the UCT PDRF Account generated as a result of the formal registration of the PDRF.

1.8 “HoD”: the Head of Department

1.9 “PI”: the Principal Investigator

1.10 “DVC”: the Deputy Vice-Chancellor

2. AGREEMENT

2.1 UCT grants and the PDRF accepts the _____ fellowship to the value of R _____ per year for one year on the terms set out below.

3. DURATION AND PAYMENT

3.1 Notwithstanding the date of signature hereof this agreement is deemed to commence from the date of registration of the PDRF [name]

.....at UCT and terminates exactly 12 months from that date.

3.2 UCT will credit the fellowship to the UCT PDRF account held by the PDRF in one or more instalments per annum. UCT will pay the first instalment as soon as possible following the formal registration of the PDRF and the balance will be paid up after 6 months, and following submission of the required report(s) reflecting satisfactory progress made by the PDRF.

This MoA is valid for one year only. A new MoA is required for where a Postdoctoral Fellowship is renewed for a second year, and in respect of any extensions given for a third, fourth and final year.

4. OBLIGATIONS OF THE PARTIES

4.1 UCT undertakes and agrees:

- 4.1.1 To administer this fellowship in good faith and to pay the fellowship as soon as possible following the formal registration of the PDRF;
- 4.1.2 To manage and administer the fellowship in compliance with the “Policy for Postdoctoral Research fellows” as appended to the *SARS Binding Class Ruling: Higher Education South Africa, issued in accordance with section 78(2) of the tax Administration Act, No. 28 of 2011 (TA Act)*.
- 4.1.3 To afford the PDRF the privileges and rights described in Annexure A – The UCT PDRF Policy Document;
- 4.1.4 To provide guidance and adhere to the formal grievance process in the event of a dispute between any of the parties, as described in Annexure B – The PDRF Grievance Procedure;
- 4.1.5 To attempt to resolve any grievance in utmost good faith in terms of the grievance procedures;
- 4.1.6 To keep full and proper records relating to the administration of this fellowship;
- 4.1.7 Not to require the PDRF to perform any service in return for the PDR Fellowship;
- 4.1.8 To allow a minimum of 15 working days (days of normal business) vacation in every twelve month period, on condition that the timing of any absence is agreed to by the P.I. and HoD in advance, and a written record is made thereof;
- 4.1.9 To submit all required annual financial and progress reports to the sponsors of the fellowship; and
- 4.1.10 Through the agency of the Head of Department in a *Memorandum of Understanding*, to set out the University’s expectations of the PDRF and the facilities and resources that it will make available to the PDRF.

4.2 The PDRF undertakes and agrees:

- 4.2.1 To register, using the form at Annexure D, as a PDRF, and to renew this registration annually, this registration being a

- prerequisite among other things for library access and the issue, for annual validation, of a PDRF card;
- 4.2.2 To register at UCT within two weeks of signature hereof;
 - 4.2.3 To undertake the agreed research programme to the best of his/her ability;
 - 4.2.4 To comply with the relevant Conditions-of-Award;
 - 4.2.5 To accept that the Fellowship is granted without any fringe benefits whatsoever;
 - 4.2.6. To abide by the UCT PDRF Policy Document and all other policies, codes of conduct and rules of UCT including those on research secrecy and intellectual property;
 - 4.2.7. To be present in the department on all working days (days of normal business), for at least 7.5 hours per day for the full duration of the fellowship, except for approved vacation days, or as approved by the P.I., or due to illness;
 - 4.2.8 Not register for any degree at UCT or at any other institution during the tenure of the fellowship;
 - 4.2.9 To give at least three months written notice to the PGFO of intention to terminate the fellowship prior to the expiry of the fellowship; provided that the University in its sole discretion may waive all or part of this notice period;
 - 4.2.10 To repay pro rata any Fellowship award where this has been paid in advance prior to the early termination of the fellowship in terms whether notice has been given in terms of 4.2.3 or not.
 - 4.2.10 To pay to UCT any monies owed by him/her as a result of the following:
 - (a) breach of this MoA;
 - (b) breach of any part of the UCT PDRF Policy document;
 - (c) breach of any UCT policies and codes of conduct;
 - (d) any balance on the UCT fee account of the PDRF that remains unsettled or is outstanding at the time of departure of the PDRF from UCT; and
 - (e) Termination of the MoA (this contract) where payment of the Fellowship has been made in advance.
 - 4.3 To undertake to disclose to the University (via the Postgraduate Funding Office) details of all part-time employment undertaken, and all income from other sources.

5. BREACH AND TERMINATION

- 5.1 Either party may terminate this agreement summarily in the event of a breach of a material term thereof by the other party.
- 5.2. In the event of a material breach by the PDRF, UCT reserves the right to cancel the fellowship.
- 5.3. Should the PDRF have reason to believe that UCT is in breach of any condition of this agreement the PDRF must proceed in terms of the grievance procedure.
- 5.4 Notwithstanding anything to the contrary contained herein, the PDRF may terminate this fellowship at any time during its currency after giving three calendar month's written notice in which case the PDRF must repay any monies that have been paid to the PDRF in advance.
- 5.5. Notwithstanding anything to the contrary contained herein, UCT may at any time during its currency terminate this agreement for good cause shown by giving three calendar months' notice, and to recover any fellowship funds paid to the PDRF in advance.

6. GOVERNING LAW AND ARBITRATION

- 6.1. This MoA is governed by and construed in accordance with the laws of the Republic of South Africa.
- 6.2 The parties agree to the jurisdiction of the Magistrate's Court of Wynberg, in the event of any legal proceedings arising from the provisions of this MoA.

7. PERFORMANCE

- 7.1 The parties undertake to do all acts and sign all agreements as may be required from time to time in order to implement and carry out the terms and conditions of this agreement.

8. VARIATION

- 8.1. No alteration, variation, addition or agreed cancellation of this MoA is of any force or effect unless reduced to writing as an addendum to the contract and signed by the parties or their duly authorised signatories.
- 8.2 This document and its annexures (A, B, C & D and their Addenda) duly signed by the parties contain the entire agreement between the parties and no party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto as provided herein.
- 8.3 No indulgence, leniency or extension of time which UCT may grant or show to the PDRF shall in any way prejudice UCT or preclude UCT from exercising any of its rights now or in the future.
- 8.4 The headings appearing in this MoA have been used for reference purposes only and do not affect the interpretation of the Contract.

8.5. If any clause in this MoA is found to be unenforceable, the remaining terms and provisions of this agreement must be deemed to be severable and continue in full force and effect.

POSTDOCTORAL RESEARCH FELLOW

Name.....Signature.....

SIGNED ATTHISDAY OF.....

AS WITNESS

NameSignature

SIGNED ATTHISDAY OF

UNIVERSITY OFFICIAL (PRINCIPAL INVESTIGATOR/HEAD OF DEPARTMENT)

Name.....Signature

SIGNED ATTHISDAY OF

c:/postdoc2003/moafinal2004

Approved by Senate & Council July 2004

C:/postdoc/moaDRAFTAchanges2008

Amended September 2008

C:/postdoc/moaRevisedDec2015

URC Sub-Committee. 2015 Revision in terms of the SARS Binding Class Ruling: Higher Education South Africa, issued in accordance with section 78(2) of the tax Administration Act, No. 28 of 2011 (TA Act).