



UNIVERSITEIT•STELLENBOSCH•UNIVERSITY
jou kennisvenoot • your knowledge partner

MEMORANDUM OF AGREEMENT

between

STELLENBOSCH UNIVERSITY (SU) A HIGHER EDUCATION INSTITUTION ESTABLISHED UNDER THE HIGHER EDUCATION ACT 101 OF 1997 (AS AMENDED) and

Dr

A POSTDOCTORAL RESEARCH FELLOW (POSTDOC)

in the

.....

SU Admission Number

--	--	--	--	--	--	--	--

1. Definitions

Fellowship	The fellowship awarded to the Postdoc for his/her personal expenses for the duration of the postdoctoral research period.
Postdoctoral Fellowship term	Period given during which the postdoc is registered at Stellenbosch University.
Registration	Registration is the process by which the personal and programme particulars of a prospective postdoctoral fellow are captured on the data base of the University to make him/her a registered postdoctoral fellow for the specific academic year.
Host	The host of a postdoctoral fellow is an academic staff member in a relevant academic department, centre or institute at Stellenbosch University, who acts as a supervisor and mentor to the Postdoc.

Initial

2. Memorandum of Agreement:

This Memorandum of Agreement (MOA) provides a standardised guide for the Heads of Departments and supervising faculty members and Postdoctoral Fellows at the University of Stellenbosch.

Any significant deviation from mutual expectations and outcomes that may occur, require appropriate remedial action and firm time-frames for correction. It is recommended that these be monitored and recorded.

This MOA should be completed by the Head of the Department, the Principal Investigator and the Postdoctoral Fellow as soon as possible after the Postdoc's registration. All the parties who have signed the main body of the MOA must sign each addendum, and it is recommended that such addenda be updated regularly.

This MOA together with its addenda will constitute an ongoing record of the work in progress and will be referred to in the case of any dispute arising regarding such work.

3. Payment of fellowship:

The fellowship will be paid out in monthly instalments.

The first payment will be made as soon as possible following registration and subsequent payments will be made at the end of each month.

4. Undertakings

SU through the Division for Research Development undertakes:

- 4.1 to administer the fellowship;
- 4.2 to keep proper records relating to the fellowship; and
- 4.3 to effect payments on time.

The Host undertakes:

- 4.4 to ensure that the relevant documentation pertaining to the acceptance and commencement of the Fellowship and registration of the Postdoctoral Fellow is signed and funds for payments are available in the designated cost entity at least one week before payment is due;
- 4.5 to provide the Postdoc with relevant research conditions, e.g. adequate working space, equipment or regular access to required equipment through inter-departmental agreement, Central Analytical Facilities or regionally shared equipment, basic administrative facilities, including IT network access, printing, internet use and institutional e-mail address;
- 4.6 to keep an ongoing record of the research done by the Postdoc, according to the agreed research to be undertaken (described in Addendum A);
- 4.7 to meet with the Postdoc on a regular basis and to provide guidance for the research;
 - 4.7.1 The Parties undertake to meet regularly – record agreed times below:

 - 4.7.2 The parties agree to record the occurrence of, and summarise the discussions at each meeting.
 - 4.7.3 The Host undertakes to seek out an appropriate expert who can provide guidance to the postdoc in an instance when the host is unable to do so.

4.7.4 The parties agree to identify remedial action for any deviation of the original undertakings, and to record this along with time-frames and commitments for completion and/or feedback and follow-up.

4.7.5 The parties agree to explore all options to assist the Postdoc to publish her/his work.

4.8 to confirm the required working hours as well as the allowable number of leave days, including sick leave, maternity and paternity leave, annual holiday leave, compassion leave (See Addendum B);

4.9 to inform the Division of Research Development at SU, and the Postdoc, in writing, (electronic or hard copy), thirty days in advance (or as soon as possible) of the premature termination of the fellowship and to complete an “exit form”, failing which, the Host will be held responsible for the refund of any payments incurred, after the termination;

4.10 to inform the Division of Research Development at SU in writing, (electronic or hard copy) of sudden terminations, to complete an “exit form” and to ensure the refund of payments made in advance;

4.11 to inform the Division of Research Development at SU in writing (electronic or hard copy when fellowships are extended after the completion of a term, and adhering to the required administrative process for the extension period;

4.12 to ensure that the Postdoc is familiar with all institutional policies related to research;

4.13 to ensure that sufficient research funding is available for the Postdoc to complete his/her research project(s).

4.14 to provide top-up funding if given as a condition by the funder, e.g., the institutional contribution required for NRF-funded Postdocs;

4.15 to ensure that the proposed research project is structured in such a way that the desired outputs (as described in Addendum A) are achievable within the duration of the fellowship.

4.16 to ensure that the grant money (if any) received by the Postdoc (e.g. NRF research costs) to conduct research is available to the fellow throughout the tenure of the contract and should be used for costs related to the postdoc’s research.

4.17 to ensure the postdoc has access to professional development and career advancement opportunities (as defined in the postdoctoral policy POL-2017-001, section 6.2);

The Postdoc undertakes:

4.18 to abide by SU’s policies, rules and procedures for Postdocs and codes of conduct and rules governing research results, research materials and intellectual property;

4.19 to declare that he/she is not in any way involved in either permanent or contractual employment at Stellenbosch University, failing which, the fellowship will be terminated with immediate effect if this is found not to be the case; (See Clause 22.4 of the Postdoctoral Research Fellows Policy for information on limited hours of paid work allowed at SU during fellowship period)

4.20 to submit all required interim and annual financial and progress reports to the sponsors of the fellowship, where required;

4.21 to register as a postdoctoral fellow at SU within two weeks of arriving at SU and thereafter **in January** of each subsequent South African academic year;

4.22 to conduct the proposed research programme to the best of his/her ability and to strive to publish research findings in accredited journals, where and if applicable;

- 4.23 to obtain written permission from the Senior Director: Research & Innovation before registering for any degree at SU or any other higher education institution during the term of the fellowship
- 4.24 to treat and hold as confidential all confidential information which the Postdoc may receive from the University, or which becomes known to the Postdoc during the term of the fellowship;
- 4.25 to leave behind, at the end of the Postdoc's stay at SU, all research material, including microbial cultures, original laboratory books, laboratory protocols, photographic materials, computer hardware and software and any other property of SU, unless otherwise indicated in writing by the Funder.
- 4.26 to not publish any work without informing the Host;
- 4.27 to timely and attentively co-supervise postgraduate students, where applicable and when requested by the Host;
- 4.28 to give thirty days' notice to the Host when terminating their fellowship pre-maturely, and also when the official term of the fellowship ends; failure to do so will result in the postdoc's responsibility to refund all monies owed;
- 4.29 to accept *pro rata* payment if the fellowship is terminated before the end of the fellowship period;
- 4.30 upon pre-mature termination to reimburse, on *pro rata* basis, all monies paid in advance; and
- 4.31 to accept that if he/she is absent for thirty days consecutively, without the prior written permission of the Host, or written acceptance by the Host of a motivation submitted by the Postdoc after the start of the period of absence, the fellowship may be terminated with immediate effect.
- 4.32 to keep accurate and meticulous record of research activities and to regularly provide research data to the relevant host;
- 4.33 to undertake outputs-driven research which includes, but is not limited to, articles in journals, books, or book chapters accredited by the Department of Higher Education and Training. Some outputs (as agreed upon in Addendum A) should be generated during the duration of the fellowship;
- 4.34 to contribute to the research ethos of the host environment. This contribution should come in the form of participation in meetings, research seminars (especially those involving postgraduate students), knowledge transfer to colleagues and students, spending most of his/her time at one or more SU university campuses;
- 4.35 to contribute to the operation of a research laboratory where appropriate and as agreed with the relevant host;
- 4.36 to contribute towards the University's goal to become an internationally acclaimed research-intensive university.
- 4.37 to inform the Host and the Division of Research Development at SU in writing, (electronic or hard copy), 30 days in advance (or as soon as possible) of the premature termination of the fellowship and to complete an "exit form", failing which, the Postdoc will be held responsible for the refund of any payments incurred, after the termination;

5. Declaration:

I, the undersigned Postdoctoral Research Fellow, accept the annual fellowship to the amount of:

Main funding source: Name: **Amount (in ZAR):**

Additional funding source (if any): Name: **Amount (in ZAR):**

Initial

(Add if any further funding sources)

Total postdoctoral funding (in ZAR):

Should the fellowship include running - or travel costs, these will be paid into a cost centre separate from the cost centre into which the Fellowship funding is paid.

PLEASE NOTE: Should the above amounts be adjusted during the year, Addendum C needs to be completed and signed in order to meet contractual obligations.

The period for this fellowship will be:

From **To:**.....
(yyyy/mm/dd) (yyyy/mm/dd)

for the purpose of pursuing research, subject to the conditions outlined in this document.

I accept that the fellowship is considered a tax-exempt Fellowship and is thus granted without any fringe benefits whatsoever.

If I terminate the fellowship prematurely, I agree to refund the University *pro rata* any fellowship payments received in advance.

PS This Memorandum of Agreement (MOA) replaces the previous Memorandum of Understanding (MOU).

SIGNATORIES

We the undersigned signatories agree to the terms of this MOA, and confirm that we have read and took cognisance of all clauses in the attached Postdoctoral Research Fellows Policy.

For the Department

Host

.....
Name Signature Date

Head of Department (if not Host)

.....
Name Signature Date

Postdoctoral Research Fellow

.....
Name Signature Date

Initial

For the University

Senior Director : Research and Innovation or designated representative

.....
Name

.....
Signature

.....
Date

Initial

Addendum A

AGREEMENT ON POSTDOCTORAL RESEARCH TO BE UNDERTAKEN

This section should be completed once both the Postdoctoral Fellow and his/her Host have had an opportunity to consider and discuss (in person or in writing) the finer details of the research and their mutual expectations.

It does not constitute a work contract (as Postdocs are not *employed* at SU). However, it is part of a legal agreement between the Postdoctoral Fellow and his/her Host in terms of the expected research agenda.

A copy of the MOA, including this Agreement on Postdoctoral research to be undertaken, should be sent to the Coordinator: Early Career Researchers (leeanne@sun.ac.za) **within 7 days** of registration as a Postdoctoral Fellow at SU.

Descriptive title of research project: – See Addendum C

Research objectives:

Expected output (e.g. scientific article, conference presentation, patent):

Ideally, outputs-driven research includes, but is not limited to, articles in journals, books, or book chapters accredited by the Department of Higher Education and Training. Some outputs should be generated during the duration of the fellowship;

Other anticipated research-related activities:

Further reasonable expectations from the postdoctoral fellow: (e.g. a contribution to the research ethos of the host department and Stellenbosch University; a contribution to the operation of a research laboratory; contribution towards Stellenbosch University's goal to become an internationally acclaimed research intensive university).

Host

.....
Name Signature Date

Head of Department

.....
Name Signature Date

Postdoctoral Research Fellow

.....
Name Signature Date

ADDENDUM B
Working hours and Leave of Absence

Postdoctoral Fellow:

Host:

Working hours:

It is expected that Postdoctoral Fellows spend 40 hours per week, on the activities agreed upon in Addendum A. Any deviation from this, agreed upon between the Postdoc and Host, should be motivated below:

.....
.....
.....
.....

Leave of absence:

Postdocs are entitled to the following leave:

1. **Public holidays:** South African public holidays.
2. **December/January:** when the University is officially closed
3. **Annual leave:** a minimum of twenty-one days leave. Please indicate below the number of annual leave days agreed upon by the Postdoc and Host:
.....
4. **Maternity leave:** according to funder stipulations and in agreement with the host.
5. **Paternity leave:** (to be negotiated between Postdoc and Host).
6. **Sick leave:** two days of sick leave in a month. Should more days of sick leave be required a medical certificate should be presented.
7. **Compassionate leave:** (to be negotiated between Postdoc and Host)

Should a Postdoc be absent from his/her host department for thirty days consecutively, without the prior written permission of the host, or written acceptance by the host of a motivation submitted by the Postdoc within a week after the start of the period of absence, the fellowship may be terminated with immediate effect.

ADDENDUM C
Description of research project
(Attach a copy of research/Fellowship proposal)