



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG

MEMORANDUM

TO:	Prof Tawana Kupe
CC:	
FROM:	Aidan Mylchreest Tel: 011 717 1245 Fax: 011 717 1249 Email: aidan.mylchreest@wits.ac.za
DATE:	19 July 2018
SUBJECT:	L'Orientale / Wits University

SIGNATORY: Prof T Kupe

Signed: _____

CONTRACT ADMINISTRATORS: Prof N Nieftagodien

Signed: _____

MEMORANDUM OF AGREEMENT

entered into between:

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG
("Wits")

and

UNIVERSITA DEGLI STUDI DI NAPOLI (L'ORIENTALE)
("L'Orientale")

THE INSTITUTIONS AGREE AS FOLLOWS:

1. Interpretation and Preliminary

The headings of the clauses in this agreement are for the purpose of convenience and reference only and are not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. In this agreement, unless a contrary intention clearly appears:

1.1. words importing:

- 1.1.1. any one gender include the other two genders;
- 1.1.2. the singular include the plural and vice versa; and
- 1.1.3. natural persons include created entities (corporate or non-corporate) and vice versa;

1.2. the following terms have the meanings assigned to them hereunder and cognate expressions have corresponding meanings, namely:

- 1.2.1. **"academic activity"** means teaching, learning and research and any activity complementary or ancillary to such academic activity including the exchange of books, journals, research reports, teaching guides, audio-visual materials, computing software and other publications in whatever media including electronic publications, as far as financial resources allow;
- 1.2.2. **"host institution"** means that institution at which members of staff or students or both, primarily employed or enrolled respectively at the other institution are temporarily, and for a period of time during the currency of this agreement, engaged in academic activities;
- 1.2.3. **"the institutions"** means the University of the Witwatersrand, Johannesburg and Universita Degli Studi Di Napoli (L'Orientale) and any of them as the context may require;
- 1.2.4. **"tuition costs"** mean the total of all charges levied by the host institution for the provision of services to a student related to his or her academic activities and including fees for his or her programme of academic activities and all necessary support materials;
- 1.2.5. **"visiting institution"** means that institution at which members of staff or students or both, participating in an exchange of staff or students or both, with the host institution, are primarily employed or enrolled;

1.2.6. "effective date" notwithstanding the date of signature means 30 July 2018;

- 1.3. any reference to an enactment is to that enactment as at the date of signature of this agreement and as amended or re-enacted from time to time;
- 1.4. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any institution, notwithstanding that it is only in the definition clause, effect must be given to it as if it were a substantive provision in the body of the agreement;
- 1.5. when any number of days is prescribed in this agreement, same is reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day is the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.6. where figures are referred to in numerals and in words, if there is any conflict between the two, the words prevail;
- 1.7. expressions defined in this agreement bear the same meanings in schedules or annexure to this agreement which do not themselves contain their own definitions.

2. Objective of the Agreement

The institutions agree with effect from the Effective Date to cooperate in the pursuit of academic activities by developing together programmes designed to promote and facilitate the international exchange of ideas and research for the purposes of enriching the scholarly efforts of the institutions and of the students and members of staff participating in these programmes.

3. Duration

This agreement commences on the Effective Date and continues for a period of three (3) years subject to:

- 3.1. The right of any institution to withdraw from the agreement by giving not less than 6 (six) months written notice to the other institution;
- 3.2. Where a student of the visiting institution is enrolled for a course at the host institution then that student may continue with that course until he or she has completed it or his or her enrolment is terminated for some other reason as provided for in the rules of the host institution;
- 3.3. Where the institutions have jointly entered into an agreement with a third party in terms of which they have incurred obligations to that third party then the institutions will continue to cooperate in the fulfillment of any joint obligation they may have under that agreement whether or not this agreement terminates prior to termination of the agreement with the third party;
- 3.4. If no exchange has taken place in terms of this agreement for a period of two calendar years from the effective date then this agreement terminates at the end of the second year.

4. Exchanges of Members of Staff

- 4.1. The institutions will encourage and support joint academic activities, including the exchange of scholars and faculty who may serve in lecturing or research roles in the host institution.
- 4.2. Cooperative projects will be undertaken by the institutions in accordance with the provisions of the programmes approved in writing by the institutions from time to time. Each programme will stipulate the date of commencement and duration of the visit of any visiting scholar or faculty.
- 4.3. Visiting members of staff participating in exchange programmes will be provided with access to offices, laboratories and libraries by the host institution. The host institution will assign a member of its faculty in the case of members of the academic staff of the visiting institution to act as mentor and official host to the visiting member of staff.

5. Exchange of Students

- 5.1. The number of students exchanged by the institutions, the courses of study for which the students will enroll and the field of research which the students will pursue and the duration of any individual exchange will be fixed by the institutions for each student in advance of any such exchange. The period of study for any exchange student will not exceed one academic year unless the institutions specifically agree otherwise.
- 5.2. Each institution has full discretion in deciding whether or not to accept the student applicant for the particular course or degree.
- 5.3. Registration for courses and subsequent granting of credits is governed by the academic rules of the host institutions.

6. Intellectual Property

- 6.1. Unless the parties agree otherwise and enter into a separate agreement determining the ownership of any intellectual property arising out of the pursuit of any academic activities conducted under the auspices of the host institution then the ownership of this intellectual property will be determined by the rules of the host institution governing ownership of intellectual property at the time such intellectual property was created. A copy of Wit's rules relating to intellectual property is attached hereto and marked Appendix A.
- 6.2. Intellectual property created by staff and/or students in the course and scope of their employment and/or registration with the University of Naples will be owned by the University of Naples and dealt with in accordance of the laws of Italy. Each party will notify the other in the event that there is a change in their respective intellectual property policies.
- 6.3. Where it is appropriate to a particular project on which both institutions are jointly engaged, each institution must sign a confidentiality agreement substantially in accordance with the provisions of the document marked Appendix B attached to this agreement and procure that any member of staff or student attached to it also signs such a confidentiality agreement.

7. Income Arising From Joint Projects

Unless the parties agree otherwise and enter into a separate agreement, and subject to Clause 6 of this agreement, any surplus of income over expenditure arising from a project jointly carried out by the parties will be shared amongst them proportionately to their relative contribution of resources.

8. Codes of Conduct

Any student or any member of staff from the visiting institution, when engaged in academic activities under the auspices of the host institution is deemed to be a student enrolled at the host institution or a member of staff at the host institution, as the case may be, and is subject to the codes of conduct of the host institution including the disciplinary code of conduct for students of the host institution.

9. Responsibility for Tuition Costs

Provided there is substantial reciprocity between the Institutions then:

9.1. Students are required to pay all the fees at their home institution and would be exempt from having to pay tuition fees at the host institution.

9.2. The visiting institution is responsible for the payment of the remuneration package of any staff member attached to the visiting institution while the staff member is engaged in academic activities under the auspices of the host institution as part of an exchange programme.

10. Access to the Country of the Host Institution

The visiting institution is responsible for procuring permission from the authorities of the country of the host institution for any member of staff or student attached to the visiting institution to enter the country of the host institution.

11. Accommodation

In cooperation with the visiting institution, the host institution will assist the student to arrange suitable accommodation and assist with other matters of hospitality for any visiting students and members of staff. This does not commit or require the host institution to provide financial support to any visiting student or member of staff.

12. Insurance

The visiting institution must ensure that students or staff members procure adequate medical insurance to cover the costs of health care while they are visiting the country of the host institution as defined in the policies of the host institution and in the relevant legislation of the country of the host institution.

13. Governing Law

Insofar as the programme is conducted in South Africa then this agreement is subject to and governed by the laws of South Africa. Insofar as the programme is conducted in Italy then this Agreement is governed by the laws of Italy.

14. Authority to Act

Neither institution may act on behalf of the other institution or bind them in any way unless that institution has been specifically authorized in writing to do so by the other institution.

15. Disputes

Any dispute between the institutions which cannot be resolved in the first instance between officials of the institutions must be referred to the heads of the institutions for mediation.

16. Whole Agreement, No Amendment

- 16.1. This agreement constitutes the whole agreement between the institutions relating to the subject matter hereof.
- 16.2. No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, or other document issued pursuant to or in terms of this agreement is binding unless recorded in a written document signed by the institutions.
- 16.3. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement or other document issued or executed pursuant to or in terms of this agreement operates as an estoppel against any institution in respect of its rights under this agreement, nor does it preclude such institution thereafter from exercising its rights strictly in accordance with this agreement.

17. Domicilium Citandi et Executandi

- 17.1. The institutions choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

17.1.1. **Wits:** University of the Witwatersrand, Johannesburg
Postal Address: Private Bag x3
Wits 2050
Physical Address: 1 Jan Smuts Avenue
Johannesburg.
Telefax: (011) 3398215

17.1.2. **Universita Degli Studi Di Napoli (L'Orientale)**
Postal Address: Via Chiatamone
61/62
80121
Napoli
Physical Address: Via Chiatamone
61/62
80121
Napoli

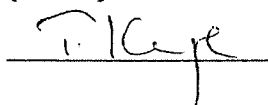
TK AM

- 17.2. Any notice or communication required or permitted to be given in terms of this agreement is valid and effective only if in writing but it is competent to give notice by telefax.
- 17.3. Any institution may by notice to any other institution change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that institution to another physical address or its telefax number: Provided that the change becomes effective *vis-à-vis* that addressee on the tenth business day from the deemed receipt of the notice by the addressee.
- 17.4. Any notice to an institution:
- 17.4.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its *domicilium citandi et executandi* is deemed to have been received on the tenth business day after posting (unless the contrary is proved);
 - 17.4.2. delivered by hand or courier service to a responsible person during ordinary business hours at its *domicilium citandi et executandi* is deemed to have been received on the day of delivery; or
 - 17.4.3. sent by telefax to its chosen telefax number stipulated in clause 17.1, is deemed to have been received on the date of despatch (unless the contrary is proved).
- 17.5. Notwithstanding anything to the contrary contained in this agreement a written notice or communication actually received by a institution is adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

The Parties have caused this Agreement to be executed by their duly authorised representatives as follows:

Signed for and on behalf of:

("Wits")



Name

Aidan Mylchrest

Date

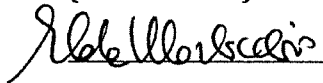
20/07/2018

Witness

A Mylchrest

Signed for and on behalf of:

("L'Orientale")



LA RETTRICE
Elda Moricchio

Name

MARINA GUIDETTI

Date

12 SET. 2018

Witness

Elaine Guidetti

