

Memorandum of Understanding

between the

National Research Foundation

A statutory entity established in terms of the National Research Foundation Act (Act No. 23 of 1998)

herein represented by Albert van Jaarsveld in his/her capacity as CEO

(hereinafter referred to as "the NRF")

and the

Fonds Wetenschappelijk Onderzoek - Vlaanderen

herein represented by Elisabeth Monard in his/her capacity as secretary general

and by Anne De Paep in his/her capacity as president

(hereinafter referred to as "the FWO")

1. The purpose of this Memorandum of Understanding (MoU) is to enhance the cooperative relationships between the two Parties. The principal objective of the cooperation between the Parties is to provide additional opportunities to exchange ideas, information, skills, and researchers, and to support cooperative activities between the Parties.
2. The cooperative activities to be included in this agreement are:
 - Joint research;
 - Joint seminars and workshops;
 - Information and individual exchange; and
 - Other kinds of cooperative activities as may be mutually agreed upon.
3. The scope of the above-mentioned cooperative activities may cover the entire spectrum of science, engineering, social sciences (including Indigenous Knowledge Systems) and the humanities. If the Parties agreed to implement one of the above-mentioned activities, the parties would follow the general guidelines set out in the Annex to this MoU, considered as an integral part of the agreement.

I. Joint Funding Scheme

1. The details of the Joint Funding Scheme shall follow the general guidelines set out at Annex 1) (see above)
2. Subject to the availability of appropriated funds, each party shall normally bear the costs of its own participation in cooperative activities.

II. Miscellaneous

1. Each party covers its own administration costs regarding its contribution to the call, unless otherwise jointly decided.
2. This MoU shall be subject to the availability of funds available in the Parties' respective budgets.
3. In participating in this MoU, each Party shall abide by the applicable laws and regulations of their respective countries.
4. This MoU is drawn up in English and all documents, notices and meetings pertaining to this MoU shall be in English.

5. This MoU, including Annex 1, may only be amended and/or supplemented by a document signed by both Parties and identified as an Addendum to this MoU.
6. The Parties shall maintain the highest ethical and legal standards in funding research under this MoU.
7. In respect of any discovery or invention derived from cooperative activities under the Annex, the collaborating researchers will consult and decide on the ownership of any intellectual property or the terms of its commercial exploitation. In their consultations, the collaborating researchers will, however, have regard to the relative contribution of each Participant to the research. Intellectual property shall be governed by the Intellectual Property Rights from Publically Financed Research and Development Act (Act No. 51 of 2008) when publically funded
8. Every collaborating researcher will hold confidential and will not disclose to any third party confidential information received from his/her partner to the research without the latter's written consent.

III. Term of this Memorandum of Understanding

1. For each Party, the MoU will come into force on the date of signature by the Party's authorized representative and shall remain in force for a period of three (3) years.
2. The MoU may be amended or modified by written agreement of all signatories or their substitutes and shall be renewed for a further three (3) years unless one party gives written notice to the other at least six (6) months prior to the termination of the MoU.
3. This MoU is a mutual statement of intent among Parties, who agree to make every reasonable effort to fulfil the intentions expressed herein.

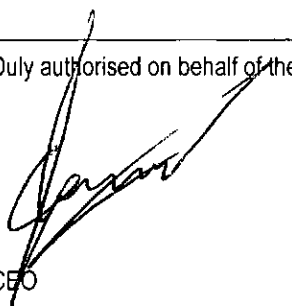
IV. Signature

Each person signing this Agreement in a representative capacity warrants to all of the Parties his or her authority to do so.

Signed at Pretoria on this the 23rd day of October 2013.

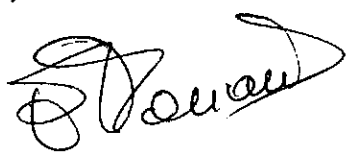
Duly authorised on behalf of the NRF

CEO



Duly authorised on behalf of the FWO

Secretary-General



Duly authorized on behalf of the FWO

President




ANNEX

to the Memorandum of Understanding

between

**THE FONDS WETENSCHAPPELIJK ONDERZOEK –
VLAANDEREN (FWO)
(RESEARCH FOUNDATION – FLANDERS)**

and

THE NATIONAL RESEARCH FOUNDATION (NRF)

The following executive framework for bilateral scientific cooperation projects between researchers from Flanders and South Africa is agreed upon:

CHAPTER I PROCEDURE

Article 1

- §1 Researchers in Flanders and South Africa are presented with the opportunity to submit proposals under the bilateral scientific cooperation framework between the Research Foundation – Flanders (FWO) and the National Research Foundation (NRF). This will be implied by the organisation of joint calls for proposals as negotiated between the FWO and the NRF. The joint projects, which will have a duration of three (3) years, may cover the entire spectrum of science, engineering, social sciences (including Indigenous Knowledge Systems) and the humanities.
- §2 The opening and closing dates of the calls for proposals, and guidelines for applicants, will be jointly determined by the FWO and the NRF.
- §3 The Flemish call text will be made available through the website of the Research Foundation – Flanders (<http://www.fwo.be>)
- §4 The South African call text will be made available through the website of the National Research Foundation (<http://www.nrf.ac.za>)

Article 2

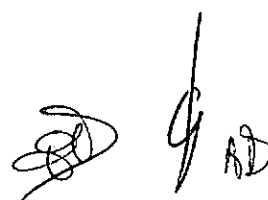
In order to be eligible, a proposal must meet the following criteria:

- It must be submitted jointly by a Flemish and a South African Principal Investigator (PI);
- In Flanders it can only be submitted according to the FWO regulations on Research Projects;
- In South Africa it can only be submitted according to the regulations and guidelines of the NRF;
- It must be submitted by the deadline jointly determined by the FWO and the NRF;
- It must be submitted in English, using appropriate applications forms, which are available;
 - o In Flanders: through the website of the FWO
 - o In South Africa: through the website of the NRF.

Article 3

The date for publishing the call will be determined by the FWO and the NRF. The parties will verify whether the proposals have been submitted simultaneously in Flanders and South Africa. If a proposal has been submitted only in one country and/or if it has been received after the deadline, it is *de facto* ineligible.

The FWO and the NRF will inform each other in writing of the proposals received within 30 days of the call closure.



Article 4

- §1 The proposals, which have been received by the deadline and which are deemed eligible after the simultaneous submission verification mentioned in article 3, will be evaluated by the FWO and the NRF, using the appropriate evaluation mechanisms.
- §2 For both Flanders and South Africa the evaluation results will be reflected in a rank list of proposals consisting of three parts:
- Proposals ranked in first order: to be funded with the highest priority to the extent that the budget allows for it;
 - Proposals ranked in second order: to be funded if the budget allows for it ("**reserve list**");
 - "**not ranked proposals**": deemed to be of insufficient quality or not corresponding to the objectives of the bilateral scientific cooperation mechanism; not to be funded.
- In each part, the proposals will be ranked in decreasing order of priority.
- §3 In order to prepare the negotiations between the FWO and the NRF at the Joint Technical Committee (JTC), the two parties will exchange their respective evaluation lists, ranked according to the principles mentioned in §2.

Article 5

- §1 Selection of proposals to be funded will be decided upon during the JTC meeting. Decisions are taken with unanimity.
- §2 Representatives of both administrations will be members of the JTC. Both parties will decide upon the practical modalities of this JTC.

Article 6

In Flanders, the execution of the projects is subject to a final decision by the Board of Trustees of the FWO.

In South Africa, the execution of the projects is subjected to a final decision taken at the JTC and approval of the NRF Executive Director: International Relations and Cooperation in consultation with the DST Chief Director: OBC.


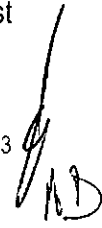
The parties will share the outcome of their decisions.

CHAPTER II EXECUTION AND FINANCIAL PROVISIONS

Article 7

The projects are funded bilaterally by the FWO and the NRF:

- §1 The Flemish part of the project budget can be used for one or more of the following cost categories, following regulations on research projects:

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- Scientific staff;
- Equipment;
- To cover costs of Flemish researchers travelling to South Africa;
- To cover accommodation and local travel costs of South African researchers visiting Flanders;
- To cover costs of an accident and health insurance for Flemish researchers visiting South Africa;
- To cover production costs of joint publications;
- To cover expenses for material and consumables.

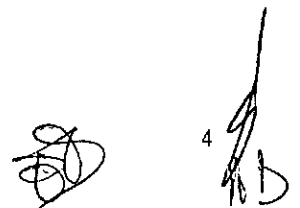
§2 The South African budget should primarily be used for one or more of the following cost categories:

- Cooperative research projects conducted by scientists of both countries; provision should be made for a doctoral scholarship or student assistantships;
- Equipment which in cost may not exceed 10% of the total allocation awarded;
- To cover costs of South African researchers traveling to Flanders;
- To cover accommodation and local travel costs of Flemish researchers visiting South Africa;
- To cover costs of travel and health insurance for researchers from South Africa visiting Flanders;
- To cover production costs of joint publications;
- To cover expenses for material and consumables.

§3 Researchers from Flanders and South Africa, who undertake a period of mobility in the context of the bilateral project, must be covered for accident and health risks.

Article 8

The parties will encourage researchers and their institutions to enter into agreements to ensure the effective protection and correct distribution of intellectual properties resulting from projects funded under this Framework Agreement.



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CHAPTER III CONCLUDING PROVISIONS

Article 9

The list of projects to be funded, as well as the respective grant awards of the Flemish and South African budget, will be listed in a separate protocol as approved by the Joint Technical Committee.

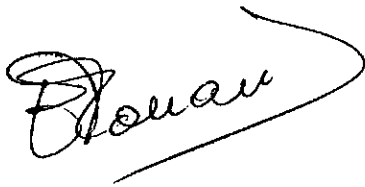
Article 10

§1 This framework agreement is valid for three years as from the date of last signature, and subject to regular evaluation by the FWO and the NRF. It can be prolonged by mutual consent. This is to be decided at the latest six months prior to the expiration of the agreement.

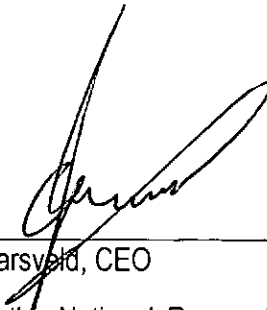
§2 The termination of this agreement shall not affect the programmes and projects undertaken in the scope of this agreement and not totally concluded at the moment of its expiration. In this case, the FWO and the NRF will provide, in their budgets, funds for the full completion of the projects not totally concluded.

Article 11

The provisions of this executive framework are valid for all projects to be selected from 2013 onwards.



Elisabeth Monard, Secretary General
On behalf of the Research Foundation –
Flanders



Albert van Jaarsveld, CEO
On behalf of the National Research Foundation –
South Africa



Anne De Paepe, President
On behalf of the Research Foundation –
Flanders

Date: 23/10/2013

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