

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**TSHWANE UNIVERSITY OF TECHNOLOGY**

(Established in terms of the Higher Education Act, Act 101 of 1997)  
(hereinafter referred to as "TUT")

**And**

**The Faculty of Chemistry  
Saint Petersburg State University in Russia**

## **INTRODUCTION**

Tshwane University of Technology and The Faculty of Chemistry of Saint Petersburg State University (hereinafter collectively referred to as Parties) , for the purpose of further strengthening the ties between them, hereby affirm their intent to promote academic collaboration and exchanges as will be of mutual benefit to their respective universities.

### **1. Education**

- 1.1. The mutual recognition in principle of qualifications, to enable students and staff to further their postgraduate studies or parts thereof at either Party, subject to the National Qualifications Framework levels of the respective countries.
- 1.2. The exchange of staff as guest lecturers in their fields of specialization for periods as agreed upon in a separate agreement.
- 1.3. The exchange of students on a pre-graduate and postgraduate level for periods as mutually agreed upon in a separate agreement and the recognition of completed modules of studies for qualification purposes, subject to the National Qualifications Framework levels of the respective countries.
- 1.4. The rendering of assistance to students to carry out project work at both Parties.
- 1.5. Mutual assistance with the development of educational material and special courses and the exchange of such material where applicable.

### **2. Research**

- 2.1. Exchange of researchers as agreed upon in a separate agreement.
- 2.2. To promote the exchange of researchers on a regular basis during their periods of sabbatical leave.
- 2.3. To promote joint research projects.
- 2.4. To make, as agreed upon in a separate agreement, the research equipment of either Party available to research workers of the other Party.

### **3. Funding**

- 3.1. The expense involved in travelling between the two countries shall either be the responsibility of the individual or of the Party to which the person belongs.
- 3.2. All financial arrangements will be negotiated and agreed upon in a separate writing for each specific case.

**4. COMMENCEMENT, DURATION AND TERMINATION**

- 4.1. This agreement will commence upon the signature of the Party doing so last and will endure ....., unless either Party terminate the agreement with 60 days written notice to the other Party of its intention to do so.

**5. JURISDICTION**

- 5.1. This agreement shall be governed by, and interpreted in accordance with, the substantive laws and educational policies of South Africa, and the South African Common Law and Statutory Law will govern this agreement.

**6. FORCE MAJEURE**

- 6.1. In the event of any delay in performance by either Party due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts of God beyond the reasonable control of such Party, the Party affected thereby shall be under no liability for loss or injury suffered by the other Party as a result thereof and the performance of such obligation by the Party affected thereby shall be suspended during such delay.
- 6.2. Upon cessation of the cause of the delay this agreement shall again become fully operative and the affected Party shall immediately rectify the delay in performance, provided that, if such delay pertains to a material obligation of the Party affected by such event of force majeure and such delay shall exceed 90 consecutive days either Party shall be entitled to terminate this agreement by written notice to the other.

**7. DOMICILIUM CITANDI ET EXECUTANDI**

- 7.1. The parties choose as their *domicilium citandi et executandi* for all purposes arising from this agreement, including the receipt of any notices or court processes, at the following addresses:

**TSHWANE UNIVERSITY OF TECHNOLOGY**  
STAATSARTILLERIE ROAD  
PRETORIA WEST  
PRETORIA  
SOUTH AFRICA

## **8. Notice**

- 8.1. Every notice, consent or communication required or permitted hereunder from either party shall be in writing. It shall be sufficiently given or communicated if and when:
- 8.1.1. transmitted by means of a telex or telefax to the addressees telex or telefax number and in respect of which telex or telefax acknowledgement should be received; or
  - 8.1.2. deposited in the mail, duly registered with postage prepaid for prompt delivery and addressed to the other party at its *domicilium* address, or at such other address as the addressee may have designated in writing. A notice deposited in the mail in terms hereof shall be deemed to have been delivered on the fourth business day after it has been mailed.

## **9. GENERAL**

- 9.1. No waiver by any party of any breach, failure, refusal or neglect by any party to exercise any right hereunder or to insist upon strict compliance with performance of the other party's obligations under this agreement shall constitute a waiver of the provisions of this agreement and any party may at any time require strict compliance with the provisions of this agreement.
- 9.2. This agreement constitutes the entire agreement between the parties who acknowledge that there are no other oral written understandings or agreements between them relating to the subject matter of this agreement. No amendment, consensual cancellation or other modification of this agreement, including this provision, shall be valid and binding on any party hereto unless reduced to writing and executed by both parties hereto.
- 9.3. All provisions of this agreement shall be severable and no provision shall be affected by the invalidity of any other provision of this agreement.

- 9.4. Neither Party shall cause or permit anything to be done which may adversely affect the other Party or which may be prohibited by law.
- 9.5. The parties acknowledge that they have entered into this agreement after making independent investigations and that neither Party has made any presentation or given warranties other than as may be contained in this agreement.

The Memorandum is prepared in two original copies in English, one for each Party.

For Tshwane University of Technology

Date:

:



For The Faculty of Chemistry of Saint Petersburg State University

Date:

*Bilibin*

Prof. Aleksandr Yu. Bilibin  
Dean The Faculty of Chemistry

12.05.2010

*E.M. Novik*  
Prof E.M. НОВИКА

