

Fleming College



MEMORANDUM OF UNDERSTANDING

Between

**The Sir Sandford Fleming College of Applied Arts and
Technology
Peterborough, Ontario, Canada**

and

**University of the Witwatersrand,
Johannesburg**

The PARTIES to this MEMORANDUM OF UNDERSTANDING are **The Sir Sandford Fleming College of Applied Arts and Technology** (hereinafter referred to as "**FLEMING**"), whose address is 599 Brealey Drive, Peterborough, Ontario K9J 7B1, Canada and the **University of the Witwatersrand, Johannesburg** (hereinafter referred to as "**WITS**"), whose address is 1 Jan Smuts Ave, Johannesburg, 2000, South Africa.

For the purpose of this MEMORANDUM OF UNDERSTANDING:

- "**AGREEMENT**" shall mean this MEMORANDUM OF UNDERSTANDING.

- "**PARTIES**" shall refer to both THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY and WITS.

- "**PARTY**" shall refer to either THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY or WITS.

ARTICLE 1: PURPOSE

This MEMORANDUM OF UNDERSTANDING is a foundational document and is designed to outline areas of cooperation of mutual benefit that will enrich and enhance the relationship between the PARTIES, as outlined in Articles 2-5. This MEMORANDUM OF UNDERSTANDING does not create any binding obligations between the parties. Binding obligations will arise only when expressed in writing in a formal agreement signed by the parties.

ARTICLE 2: ARTICULATION AGREEMENT

The scope of the articulation agreement activities may include:

- I. Develop and implement a meaningful bilateral articulation agreement.
 - a. An articulation agreement will include opportunities for select WITS program graduates to complete, where practical with credit recognition, a certificate, diploma, advanced diploma or graduate certificate at FLEMING.
 - b. An articulation agreement will include opportunities for select FLEMING program graduates to complete, where practical with credit recognition, an undergraduate degree at WITS.

The terms, costs, and conditions of activities listed in this Article will be negotiated and agreed upon by both PARTIES prior to the initiation of the activity.

ARTICLE 3: STUDENT EXCHANGE

The scope of the student exchange may include:

- I. Facilitate reciprocal exchange of students for the purpose of earning credit towards an academic credential.

- II. Where practical, explore opportunities for short-term field study exchange experiences for academic purposes.

The terms, costs, and conditions of activities listed in this Article will be negotiated and agreed upon by both PARTIES prior to the initiation of the activity.

ARTICLE 4: ACADEMIC AND RESEARCH COLLABORATION

The scope of the academic and research collaboration activities may include:

- I. Development of research collaboration opportunities in areas of mutual interest.
- II. Organize symposia, conferences, short courses and other meetings on academic and research topics of mutual interest.
- III. Exchange of academic materials.
- IV. Development of curriculum or course design, including training programs.

The terms, costs, and conditions of activities listed in this Article will be negotiated and agreed upon by both PARTIES prior to the initiation of the activity.

ARTICLE 5: STAFF EXCHANGE

The scope of the staff exchange activities may include:

- I. Facilitate reciprocal exchange of staff engaged in teaching, research or administration in order to enhance cross-cultural understanding, learning, and sharing of knowledge.
- II. Where practical, explore opportunities for short-term field study exchange experiences for professional development.

The terms, costs, and conditions of activities listed in this Article will be negotiated and agreed upon by both PARTIES prior to the initiation of the activity.

ARTICLE 6: ADMINISTRATIVE CONTACTS

FLEMING	WITS
Tania Clerac Acting Dean, School of Environmental & Natural Resource Sciences Tania.clerac@flemingcollege.ca	Neville Pillay Head, School of Animal, Plant & Environmental Sciences neville.pillay@wits.ac.za

ARTICLE 7: TERMS AND CONDITIONS OF THE AGREEMENT

- I. This AGREEMENT is effective from 1st day of June, 2020 for five (5) calendar years.
- II. Either PARTY may terminate this AGREEMENT. In this case, notice of three (3) months is required. The termination request shall be submitted in writing to the individual(s) noted in Article 6: Administrative Contacts.

ARTICLE 8: ADDITIONAL PROVISIONS

- I. Implementation or commencement of any activities detailed in Article 2: Articulation Agreement, Article 3: Student Exchange, Article 4: Academic and Research Collaboration, or Article 5: Staff Exchange cannot be initiated without both PARTIES entering into a specific agreement.
- II. Neither PARTY may assign this AGREEMENT, or change the operation of this AGREEMENT, in whole or in part, without the written consent of the other.
- III. This AGREEMENT constitutes the entire AGREEMENT between WITS and FLEMING, and there is no representation, warranty, collateral agreement or condition affecting this AGREEMENT other than expressed here in writing.
- IV. Time shall be the essence of this AGREEMENT.
- V. If any of the provisions of this AGREEMENT become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURES

AUTHORIZED SIGNATORIES. Each institution represents that the individuals signing this MEMORANDUM OF UNDERSTANDING have the authority to sign in the capacity indicated.

For, and on behalf of,
The Sir Sandford Fleming College of
Applied Arts and Technology



Tom Phillips, Ph.D,
Vice President, Academic Experience

May 12, 2020
Date

For, and on behalf of,
University of the Witwatersrand



Nithaya Chetty, Ph.D.
Dean, Faculty of Science

17 May 2020
Date

[END OF DOCUMENT]