



Schedule A:

Emerging Scholars Initiative Joint School:
University of Malawi-Stellenbosch University

Short Course Details.

COURSE DETAILS AND ENTRY REQUIREMENTS:

Short course title	Mode of Delivery	Offering date	NQF Standard	Credits	Minimum admission requirements for participants for course
Enhancing Postgraduate Supervision	In-Person	27-31 May 2024	9	0	PhD
Grounding for Masters and Doctoral Studies	In-Person	27-31 May 2024	9	0	BSc/MSc

Minimum Admission Requirements for Participants of School.

In order to be admitted to the school participants must:

- be registered students or employees of the University of Malawi (UNIMA) and meet specific requirements of courses offered.

Maximum Number of Participants.

Maximum intake of 80 per School and minimum intake of 40 per course.

Proposed Venue.

UNIMA main campus in Malawi

Presenters.

FACILITATOR DETAILS AND CONTRIBUTIONS:

Facilitator	Affiliation	Course(s)
Dr Nompilo Tshuma	Senior Lecturer Centre for Higher and Adult Education, Faculty of Education	Enhancing Postgraduate Supervision
Prof Ruth Albertyn	Associate Professor and Extraordinary Faculty, Stellenbosch University Business School and Centre for Higher and Adult Education, Stellenbosch University	Grounding for Masters and Doctoral Studies

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Prof Sarah Howie	Director Africa Centre for Scholarship, Stellenbosch University International	Grounding for Masters and Doctoral Studies
Prof Cosmo Ngongondo	Professor, Geography, Earth Science and Environment, School of Natural and Applied Sciences	Grounding for Masters and Doctoral Studies
Dr Elias Mwakilama	Associate Professor, Department of Mathematical Sciences, School of Natural and Applied Sciences	Grounding for Masters and Doctoral Studies
Prof Grivas M Kayange	Professor, Department of Philosophy, School of Humanities and Social Sciences	Grounding for Masters and Doctoral Studies
Dr Symon Chiziwa	Senior Lecturer, School of Education	Enhancing Postgraduate Supervision
Dr Foster Gondwe	Senior Lecturer, School of Education	Enhancing Postgraduate Supervision

Course Materials to be provided by Stellenbosch University and University of Malawi.

All course materials developed independently or jointly, by Stellenbosch University (SU) and UNIMA facilitators, which may be used or shared with the delegates and other facilitators for teaching and learning purposes, must be provided to the ESI organising team prior to commencement of the School. These materials (such as presentations, readers, activities, individual and group exercises) will be uploaded on the SUNOnline platform in line with institutional procedures and policies. Additional materials, including multimedia (video and audio), as well as links to websites, must also be made available as needed. SU and UNIMA will share the costs of stationery to be used on site, as deemed appropriate and according to the needs of the course facilitators and participants.

SU/ UNIMA facilities to be made available to participants.

SU will be responsible for organising, providing and managing access to the SUNOnline platform, for facilitators and registered participants throughout the duration of the course. As the course will be taking place face-to-face in Malawi, UNIMA will be responsible for ensuring that the venue and facilities are suitably equipped. Participants and facilitators will be responsible for ensuring that they have a suitable device (such as a laptop) needed to attend the course, should this be deemed a necessary requirement.

Course start date, duration and schedule

The course development phase will take place from **February 2024**. The duration of the School will be **5** contact days starting in May 2024.

Payments and financial responsibilities/obligations

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Course participants will not be required to pay any application or registration fees in order to attend the course and receive certification.

Stellenbosch University will bear financial responsibility for the following:

- 1) Participant/delegate Short Course registration and certification fees;
- 2) Remuneration of the organising team, facilitators and support staff SU;
- 3) Administrative and operational costs incurred by the Africa Centre for Scholarship (ACS), the ESI and its staff in performing its duties;
- 4) Travel related costs incurred by the SU delegation, including flights, ground transportation and subsistence allowances for travel to Malawi.

UNIMA will bear financial responsibility for the following:

- 1) Remuneration of its own staff, including its organising team, facilitators and support staff;
- 2) Administrative and operational costs incurred by UNIMA and its staff in performing their duties;
- 3) Catering and venue costs, including those related to equipment and internet access needed for the duration of the training.



PRIMARY RESPONSIBILITY FOR EXPENSES:

Deliverable	Description	Primary Responsible party	
		ESI	UNIMA
Administration	Costs associated with the coordination of Schools and courses. Includes, staffing, equipment, etc		
SU		X	
UNIMA			X
Facilitator costs	Costs associated with the appointment of facilitators. For example, honoraria.		
SU facilitators		X	
UNIMA facilitators			X
Applications, Registration and Certification administration	Costs associated with the registration and certification of delegates	X	
Accommodation			
SU facilitators, staff and students		X	
UNIMA facilitators, staff and students			X
Air tickets			
SU facilitators, staff and students		X	
Local travel in Malawi			
SU facilitators, staff and students			X
UNIMA facilitators, staff and students			X
Daily Allowance/Subsistence			
SU facilitators, staff and students		X	
Stationery*	Costs of basic stationery items including pens, notebooks, flipcharts, markers etc as well as other items which may be required for sessions	X	X
Printing of learning materials*	Printing of handouts, booklets, guides, manuals etc for use by delegates and facilitators	X	X
Venue in Zomba	Costs associated with venue booking, equipment and related costs (such as internet access at the venue)		X
Catering	Costs associated with catering and refreshments for course participants, facilitation and support staff		X

*Costs to be shared.

Roles and responsibilities

COORDINATION AND ORGANISING:

Roles and Responsibilities	Description	Primary Responsible Party	Primary Responsible Person(s)	
			Stellenbosch University	University of Malawi
Coordination of School and SU collaboration	The overall coordination and organisation of school and SU collaborations and contributions	SU	Dr Brent Abrahams	
Coordination of School and UNIMA collaboration	The overall coordination and organisation of school and UNIMA collaborations and contributions	UNIMA	N/A	Dr Maurice Monjerezi
Agreements	Drafting, finalising and formalising agreements for schools	SU and UNIMA	Dr Brent Abrahams Prof Sarah Howie	Dr Maurice Monjerezi Prof Cosmo Ngongondo
Budgeting and finance		SU and UNIMA	Dr Brent Abrahams Mr Edgar Rinquet	Dr Maurice Monjerezi Prof Cosmo Ngongondo
Operations and logistics	Including local and international travel, accommodation, venue booking, equipment, stationery and materials	SU and UNIMA	Dr Brent Abrahams Mr Edgar Rinquet	Dr Maurice Monjerezi Prof Cosmo Ngongondo

FACILITATION AND CURRICULUM:

Roles and Responsibilities	Description	Primary Responsible Party	Primary Responsible Person(s)	
			Stellenbosch University	University of Malawi
Coordination and recruitment of UNIMA facilitators	Recruit facilitators, coordinate involvement, provide support and address facilitator needs (such as remuneration and contracts)	UNIMA	N/A	Dr Maurice Monjerezi Prof Cosmo Ngongondo
Coordination and recruitment of SU facilitators	Recruit facilitators, coordinate involvement, provide support and address facilitator needs (such as remuneration and contracts)	SU	Dr Brent Abrahams	
Curriculum Development framework and school programme	Facilitate the development of the course curriculum in collaboration with course facilitators	SU and UNIMA	Dr Brent Abrahams	Dr Maurice Monjerezi Prof Cosmo Ngongondo
Teaching and course facilitation	Facilitate and present course to delegates, the co-design and develop curriculum	SU and UNIMA	SU Facilitators	UNIMA Facilitators

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DELEGATE RECRUITMENT AND REGISTRATION:

Roles and Responsibilities	Description	Primary Responsible Party	Primary Responsible Person(s)	
			Stellenbosch University	University of Malawi
Marketing and advertising	Advertise courses/school for the recruitment of delegates to attend school	SU and UNIMA	Dr Brent Abrahams	Dr Tiwonge Manda Dr Elias Mwakilama
Recruitment and selection of delegates	Recruit and select delegates based on criteria as determined by UNIMA	UNIMA	Dr Brent Abrahams (as needed)	Dr Maurice Monjerezi Dr Elias Mwakilama
Delegate applications and registrations	Manage and administer delegate applications and registrations needed to attend courses and certification	SU	Mr Edgar Rinquest Dr Brent Abrahams	
Course related enquiries from delegates	Address delegate concerns regarding applications, registrations, certification and technical support	SU and UNIMA	Mr Edgard Rinquest Dr Brent Abrahams	Dr Elias Mwakilama

CLASSROOM SUPPORT AND COURSE MATERIALS:

Roles and Responsibilities	Description	Primary Responsible Party	Primary Responsible Person(s)	
			Stellenbosch University	University of Malawi
Classroom support	Provide classroom support to delegates and facilitators.	SU and UNIMA	ESI Intern and Team	Science staff
Online learning platform/SUNOnline	Build course (in collaboration with facilitators) and manage the online learning platform. Provide support to delegates and facilitators. Provide access to SUNOnline to all delegates and facilitators. The platform is automatically made available when a course is registered for certification	SU	Online Learning Designer ESI Intern	
Managing course materials and information	Obtain reading materials, exercises and presentations from facilitators for copyright clearance and uploaded to the online learning platform for access by delegates and facilitators	SU	Online Learning Designer ESI Intern	

PROGRAMME:

Roles and Responsibilities	Description	Primary Responsible Party	Primary Responsible Person(s)	
			Stellenbosch University	University of Malawi
Orientation sessions	Coordinate activities and contributions associated with delegate and facilitator orientations, (such as developing a programme. Orientations to take place online ahead of school)	SU and UNIMA	Dr Brent Abrahams	Dr Elias Mwakilama
Programme for Day 1 welcome and opening	Co-develop welcoming programme for opening of course/school	SU and UNIMA	Dr Brent Abrahams	Jimmy Kainja
Welcoming speakers	Identify and recruit speakers for course opening day/welcoming ceremony	SU and UNIMA	Dr Brent Abrahams	Jimmy Kainja

EVALUATION AND CERTIFICATION:

Roles and Responsibilities	Description	Primary Responsible Party	Primary Responsible Person(s)	
			Stellenbosch University	University of Malawi
Evaluation coordination	Oversee the monitoring of delegate participation, attendance and administration of pre/post course evaluations	SU	Dr Brent Abrahams ESI Intern	
Certification	SU oversees the issuing of cobranded certificates. UNIMA determines whether a delegate qualifies for a certificate and sets requirements	SU and UNIMA	Mr Edgar Rinquest Dr Brent Abrahams	Dr Elias Mwakilama

The **Emerging Scholars Initiative** is situated within the **Africa Centre for Scholarship** at **Stellenbosch University**.

More information about the ESI and ACS can be found on <http://www.sun.ac.za/english/SUInternational/Pages/Programmes.aspx>

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**EMERGING SCHOLARS INITIATIVE
JOINT SCHOOL
COLLABORATION AGREEMENT**

entered into by and between

STELLENBOSCH UNIVERSITY, acting through its Africa Centre for Scholarship

(herein represented by Mr. HAJ Lombard in his capacity as Chief Director: Finance, duly authorised thereto)

(Hereinafter referred to as "SU")

and

UNIVERSITY OF MALAWI, MALAWI

(herein represented by Professor Samson Sajidu in his capacity as Vice Chancellor, duly authorised thereto)

(Hereinafter referred to as "UNIMA")

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PREAMBLE:

The Parties have collaborated to jointly host, co-design and co-develop a capacity development research school comprising one or more short course(s) as further described in this Agreement. SU will be responsible for registrations of participants and all administrative arrangements. The Parties intend to cooperate in the further development and presentation of these course(s) and undertake to do so on the terms contained herein.

IT IS THEREFORE AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 For purposes of the Agreement, the following terms shall have the following meanings
- 1.1.1 “**Agreement**” means the terms and conditions contained in this document and the Schedule attached to this document;
 - 1.1.2 “**Course(s)**” means the course(s) described in the Schedule which is to comprise the Course Materials and is to be presented by the Parties on the basis described in this Agreement;
 - 1.1.3 “**Course Materials**” means all written materials, content and other media developed by a Party for inclusion in or presentation as part of the Course(s), whether jointly developed by the Parties or separately by either Party, including improvements and derivative works based on materials, content or media existing prior to the Effective Date;
 - 1.1.4 “**Effective Date**” means the date of signature of this Agreement by the Party signing last;
 - 1.1.5 “**Parties**” means SU and UNIMA;
 - 1.1.6 “**Presenting Party/ies**” means the Party/ies responsible for the presentation of the Course(s);
 - 1.1.7 “**School**” means the overall event related to scholarship development of tertiary postgraduate students, postdoctoral fellows and/or staff and comprising one or more short courses co-hosted by SU and UNIMA as described in the Schedule
- 1.2 This Agreement may be executed in any number of counterparts (including faxed counterparts) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
- 1.3 No rule of construction that an agreement shall be interpreted against the Party responsible for its drafting or preparation shall apply to this Agreement.

2 DURATION

- 2.1 This Agreement shall commence on the Effective Date and shall be of force and effect for a period of 3 (three) years, subject to clause 2.2 and the remainder of this Agreement.
- 2.2 Either Party may terminate this Agreement on prior written notice to the other, provided that such notice will not be effective until expiry of the calendar year during which such notice is given.

3 RESPONSIBILITIES


- 3.1 The Parties will, subject to the terms of this Agreement, present the School and Course(s) on the basis specified in the Schedule, unless otherwise agreed in writing.
- 3.2 The Parties will be jointly responsible for the following:
 - 3.2.1 the design and development of Course Materials for inclusion in the Course(s) and the provision of suitable materials, content and resources for such inclusion; and

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- 3.2.2 liaising with the other Party from time to time or at the request of either Party to discuss updating and further development of material for the Course(s) and matters related thereto, and to cooperate with each other in this regard.
- 3.3 Each Party shall be responsible for:
 - 3.3.1 Obtaining the necessary internal approvals to develop, offer and present the Course(s) in accordance with their respective rules, policies, regulations, standing orders and processes as amended from time to time ("Rules");
 - 3.3.2 Verifying that the Course Materials developed by it are original works and not infringing of third-party rights, and all necessary permissions and consents are obtained as may be required to use third-party materials which it incorporates into the Course Materials;
 - 3.3.3 abstaining from any misrepresentations regarding the Course(s), including with respect to learning outcomes associated with or resulting from completion of the Course(s) by attendees;
- 3.4 The Presenting Party/ies shall be responsible for:
 - 3.4.1 Administering and presenting the Course(s) in a manner which complies with its own generally applicable academic standards and policies as well as applicable law;
 - 3.4.2 Assigning appropriately qualified staff to present the Course(s), and ensuring that such staff members comply with its academic standards and policies as well as applicable law in the performance of these functions; and
 - 3.4.3 Presenting the Course(s) in a manner which reflects favourable on both SU and UNIMA.

4 INTELLECTUAL PROPERTY

- 4.1 Each of the Parties shall retain all of its rights, titles and interests in all pre-existing content, know-how and background intellectual property made available by it for the Course(s). Subject to the foregoing, the Parties shall jointly own all jointly created Course Materials made available to the participants in the Course(s). Each Party hereby cedes, assigns and transfers to the other such rights, title and interest (including Intellectual Property Rights) in the Course Materials as required to give effect to the aforesaid.
- 4.2 Neither Party shall be restricted in any way from re-using the content in the Course Materials contributed by it. The Parties agree to obtain prior permission from the other party for the use of the content in the Course Materials contributed by the other Party, for purposes other than the Course(s) under this agreement. Read with 5.1, all use by a Party of the other Party's trade marks and trade names for promotion of Course(s) or other related purposes will require specific ad hoc prior written consent of the other Party.
- 4.3 The Parties agree that participants in the Course(s) may use the Course Materials made available to them by the Parties, for purposes of the Course(s) only.
- 4.4 SU may use/submit any and all assignments, papers and materials submitted to it by participants in the Course(s) to comply with applicable SU academic policies, relevant quality control standards and regulatory requirements (including as prescribed by the South African Higher Education Quality Committee (HEQC) or South African Qualifications Authority (SAQA) such as the National Qualifications Framework) as well as for any other purposes relevant to the Course(s). This right will survive termination of this Agreement.
- 4.5 SU will, to the extent that it is lawfully capable thereto, make available assignments, papers and materials submitted to it by participants in the Course(s) to enable UNIMA to comply with applicable academic policies, relevant quality control standards and regulatory requirements.
- 4.6 Each Party undertakes to procure that its personnel members involved in the development of the Course Materials waive their moral rights with respect to the Course Materials developed by them.

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- 4.7 Each Party is permitted to make use of the Course Materials to the extent required to enable it to undertake the development and updating of Course Materials and presentation of the Course(s).
- 4.8 The rights of the Parties to use the Course Materials are personal to the Parties and neither Party may cede, assign or sub-licence such rights to permit any third party to make any use of the Course Materials, unless the other Party has provided prior written consent thereto.

5 MARKETING, PROMOTION OF THE SCHOOL AND CERTIFICATION OF THE COURSE(S)

- 5.1 The Parties shall cooperate with each other to market, promote the Joint School and certify the Course(s). In this regard, and solely for purposes of such marketing, promotion and certification, each Party is granted a non-exclusive and non-transferable and non-sublicensable right to reproduce and distribute to the extent necessary in an unaltered form (including by publication on its website) such trade marks of the other Party as authorised by the other Party in writing, provided that such right is exercised in accordance with each Parties' applicable, governing policy provisions and corporate identity guidelines.
- 5.2 Course Materials and certificates shall, unless agreed otherwise by the Parties in writing, bear the name and trade marks of both Parties. In this regard and in compliance with 5.1, the format of the Course Materials and certificates and the positioning of the names and trade marks of each Party shall be agreed by the Parties in writing prior to the development and publication of each version of the Course Materials and the certificates.
- 5.3 The use of and goodwill associated with the trade marks will at all times inure to the benefit of the Party which is the proprietor of the trade marks. Either Party may demand that the other Party ceases all or a particular use of any of its trademarks, and the other Party will immediately comply with such request.

6 CERTIFICATION

- 6.1 Certificates will be issued in accordance with SU Short Course Policy. Read with 5.2, participants will be certified jointly by SU and UNIMA, subject to their satisfactory attendance or completion of the Course(s) according to criteria jointly agreed to between both Parties prior to, monitored and confirmed after the Course(s). The final accountability and responsibility for a short course, including but not limited to the registration of participants and all administrative arrangements, rests within the normal lines of SU's management (departmental chairpersons and deans or heads of environments and centres of responsibility). The SU Short Course Policy provides that both certificates of competence and certificates of attendance will be signed by the relevant head of the responsibility centre at SU.

7 SHARING OF EXPENSES

- 7.1 The sharing of the expenses between the Parties is specified in the Schedule.

8 WARRANTIES

- 8.1 Each Party warrants that:
 - 8.1.1 it is authorised to enter into this Agreement; and
 - 8.1.2 it has the capacity to present the Course(s) on the basis contemplated hereunder.

9 TERMINATION FOR BREACH

- 9.1 Without prejudice to any other remedies which either of the Parties may otherwise have in terms of the Agreement or at law, either of the Parties shall be entitled to terminate the Agreement by written notice to the other in the event that either of the Parties commits a breach of any term and/or condition of this Agreement and fails to remedy such breach within 30 (thirty) days after receiving written notice thereto from the other Party.

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9.2 A Party shall not be liable for a failure to fulfil its obligations under this Agreement if such failure is caused by any circumstances beyond its reasonable control, including but not limited to natural disasters, fire, floods, civil disturbance, power failures, strikes and acts or omissions of any governmental authority.

10 EFFECT OF TERMINATION

10.1 Upon termination of this Agreement for whatever reason:

10.1.1 all amounts due by each Party will become due and payable to the other Party immediately;

10.1.2 each Party will be permitted to continue to make use of the Course Materials on a perpetual basis for purposes of the presentation of the Course(s) provided that:

10.1.2.1 the contribution of the other Party to the development of the Course(s) Materials is suitably acknowledged, unless the other Party gives notice that it does not want to be acknowledged or associated with the continued use of the Course Materials by the other Party; and

10.1.2.2 neither Party shall be permitted to cede, assign or transfer its ownership share in the Course Materials to any third party, or to offer to do so, without first offering to the other Party to take transfer of its ownership share on terms which are substantially similar to those contained in the offer made or to be made to the third party.

10.2 Termination of this Agreement shall not affect the enforceability of the provisions which have been specified or are by their nature required to operate after such expiry or termination, including without limitation, the following provisions contained herein: clause 1 (Definitions and Interpretation), clause 8 (Audits), clause 11 (Effect of Termination), clause 13 (Notices and Domicilia), clause 14 (General).

11 INDEMNITY

Each Party (“Indemnifying Party”) hereby and for the duration of this Agreement only, indemnifies the other Party (“Indemnified Party”) and its personnel against all damages, costs, liabilities and claims resulting from third party claims made against the Indemnified Party which arise as a result of the failure of the Indemnifying Party to comply with the terms of this Agreement.

12 NOTICES AND DOMICILIA

The addresses and other designated contact details (including for the purposes of the giving of notices and serving of proceedings) for all purposes under this agreement (including for giving notices) shall be as described below unless amended by the Parties in writing:


For SU	
Physical Address:	Admin B Building Victoria Street Stellenbosch 7600 South Africa
Email:	sarahhowie@sun.ac.za


For UNIMA	
Physical Address:	University Office Building M3 Road P.O. Box 280, Zomba, Malawi.
Email:	vc@unima.ac.mw registrar@unima.ac.mw

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13 GENERAL

- 13.1 This Agreement (including its annexures) constitutes the entire agreement between the parties and no amendment, alteration, addition or variation of any right, term or condition of this agreement will be of any force or effect unless reduced to writing and signed by the parties to this Agreement.
- 13.2 Neither Party may subcontract, cede, delegate, assign or transfer any of its rights or obligations in terms of this Agreement without the prior written authorisation of the other Party.
- 13.3 The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.
- 13.4 In connection with this Agreement, each party is an independent contractor and, as such will not have any authority to bind, commit or make any unauthorised statements or any misrepresentations regarding the other Party or its activities. Nothing in this Agreement will be deemed or construed to create an employment, joint venture, partnership or agency relationship between the Parties for any purpose.
- 13.5 This Agreement shall be governed by and construed in accordance with the laws of the country in which the Party which is the defendant is located, and each Party irrevocably submits to the jurisdiction of the courts in the country in which the Party which is the defendant is located. Any dispute arising from this Agreement which cannot amicably be settled between the Parties in accordance with this clause shall be adjudicated upon by a competent court in accordance with this clause.
- 13.6 If any dispute arises in connection with this Agreement, representatives of the Parties with authority to settle the dispute will, within 30 calendar days of a written request from one Party to the other, work together in good faith effort to resolve the dispute. If the dispute is not resolved at that time, the dispute will be escalated to senior managers of the Parties who shall attempt to settle the dispute. If the dispute remains unresolved, the Party in the country where the defendant is located may apply to the president, or his nominee, of their Law Society or equivalent in their country for the appointment of an independent mediator.
- 13.7 In the event that any of the terms contained herein are determined by any competent authority to be invalid or unenforceable to any extent, such term shall to that extent be severed from the body of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by the law.

For University of Malawi	
Signature(s) <i>(who warrants that s/he is duly authorised to sign)</i>	
Name	Professor Samson Idruss Mkali Sajidu
Title	Vice Chancellor
Date	5/03/2024

For Stellenbosch University	
Signature(s) <i>(who warrants that s/he is duly authorised to sign)</i>	
Name	H A J Lombard
Title	Chief Director: Finance
Date	29/02/2024

