

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF RESEARCH OF THE SWISS DISTANCE UNIVERSITY OF APPLIED SCIENCES (FFHS), SWITZERLAND

A federally recognized university of applied sciences, founded in 1998 and affiliated to the Scuola Universitaria Professionale della Svizzera Italiana (SUPSI) since 2004, which holds the UNESCO Chair of Personalized and Adaptive Distance Learning, wishes to collaborate on a pre-agreed basis to support its respective research and teaching activities and to promote the international bond of the two institutions.

AND

NORTH-WEST UNIVERSITY (NWU) SOUTH AFRICA

A Higher Education Institution in terms of the Higher Education Act, 1997 (Act No 1101 of 1997), having its principal office at 11 Hoffman Street, Potchefstroom, 2531, South Africa, wish to collaborate on a pre-agreed basis, in order to benefit their respective research and teaching activities, and to further the international of both institutions.

This **Memorandum of Understanding (MOU)** is intended to promote international research cooperation between the Swiss Distance University of Applied Sciences, Department of Research and the North-West University.

The Swiss Distance University of Applied Sciences, represented by the rector, and the North-West University, represented by the Registrar, recognizing the benefits to their respective universities from the establishment of institutional links, hereby agree to enter into this understanding for the following purpose.

1. SCOPE OF THE UNDERSTANDING

The purpose of this Memorandum of Understanding is to develop research cooperation in the area of technology-based learning and self-directed learning, by establishing a research exchange and promoting joint research projects as well training programs on a mutually pre-agreed basis.

2. AREAS OF COOPERATION

Subject to the availability of funds, resources and approval of the authorized representatives both institutions agree to implement and develop the following collaborative activities:

- (a) Conducting joint research and development projects;
- (b) Cooperation in individual projects;
- (c) Exchange of researchers and advanced graduate students (e.g. doctoral students, research fellows, etc.);
- (d) Development of Medium Term Scientific Missions;
- (e) Promotion of joint publications;
- (f) Development of and participation in short training programs;
- (g) International Post-doctoral collaboration; and
- (h) Biennial online conference organized by the two institutions.

3. IMPLEMENTATION

- 3.1. All programs or activities implemented under the terms of this MOU shall be mutually agreed upon in writing, including the necessary budget for the program of activity as the need may arise.
- 3.2. Each of the participating institutions shall be fully responsible financially for the activities carried out under its direction or by its staff, except as otherwise agreed by the parties.
- 3.3. The parties will designate one officer each who will develop and coordinate specific programs or activities between them.

4. EXCHANGE OF RESEARCH PERSONNEL

- 4.1. This MOU is intended, among other objectives, to foster increased interaction among faculty and advanced graduate students engaged in scientific and scholarly research in the area of technology-based learning or other mutual interest. In support of this effort, each institution will promote the exchange of research personnel, especially young faculty and advanced graduate students, for predefined periods of time so that they may become familiar with the facilities, methodologies, research culture and particular areas of focus of the other institution.
- 4.2. Prior to initiating any specific exchange activity or program, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including research goals, the

budgets as well as stipulating possible credit transfer, certification, required qualifications and skills prior to initiating the exchange and separate fees. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs.

- 4.3. This research exchange is designed for advanced graduate (doctoral candidates, post-docs, research fellows, etc.) and professional academic personnel with an explicit research goal.

5. INTELLECTUAL PROPERTY

- 5.1. The mode of ownership of research materials and research findings shall be clarified at the commencement of the MoU and any subordinate agreements and shall be in line with the prevalent regulations of the partner institutions.
- 5.2. If such collaborative research activities under this MoU result in any potential for intellectual property, both institutions shall seek an equitable and fair understanding as to ownership and other property interest that may arise.
- 5.3. Both Parties agree that prior written approval is required before using the other Party's name, logo, or other intellectual Property rights in any advertising or associated publicity.
- 5.4. Both partner institutions will ensure that any results and publications originating from this collaboration will be available in both Switzerland and South Africa and if possible in form of open access.
- 5.5. If intellectual property is created or developed by Participating Researchers under this MOU, the institutions will negotiate in good faith to resolve issues including but not limited to ownership, responsibility for patent or other statutory protection and licensing.

6. DURATION, RENEWAL, TERMINATION AND AMENDMENT

- 6.1. This MOU shall remain in force for five years from the date of the last signature. Either party may terminate this MOU by providing 90 days' advance written notice to the other party.
- 6.2. The parties may extend or renew this Memorandum of Understanding by agreement, confirmed in a written amendment signed by each party's authorized signatory.
- 6.3. No amendment of the terms of this MOU will be effective unless made in writing and signed by each party's authorized signatory.
- 6.4. Should any disagreement arise out of the application, interpretation or implementation of this Memorandum of Understanding, the universities shall endeavor to exercise best efforts to negotiate their differences.

- 6.5. This MoU does not purport to create any legal or financial obligations between the parties.
- 6.6. This MoU places no financial or legal obligations on either of the institutions, nor does it create any legal relationship between them. It constitutes a platform from which they may pre-agree in writing on any of the fields of co-operation as defined in clause 2 hereof.

7. APPROVAL

Each party represents that the individuals signing this MoU have the authority to sign on its behalf in the capacity indicated.

For the Swiss Distance University of Applied Sciences (FFHS)

Sign. 

Michael Zurwerra

Rector of the Swiss distance University of Applied Sciences (FFHS)

Überlandstrasse 12, 3900 Brig, Switzerland on 14 February 2019

Sign. 

Prof. Per Bergamin

Holder UNESCO Chair on Personalized and Adaptive Distance Education

Überlandstrasse 12, 3900 Brig, Switzerland on February 2019

For the North-West University (NWU)

Sign. 

Prof Refilwe Phaswana-Mafuya

Deputy Vice Chancellor: Research & Innovation

Potchefstroom, North West Province, South Africa on 06 February 2018