



POSTDOCTORAL RESEARCH FELLOWSHIP AGREEMENT

MADE AND ENTERED INTO BY

THE UNIVERSITY OF JOHANNESBURG

(A legal entity established under the Higher Education Act 101 of 1997 as amended)

and

Dr Florent Foucaud

UJ Postdoctoral Research Fellowship Registration Number

**A Fellowship is awarded to the above-mentioned Postdoctoral
Research Fellow by UJ in the Faculty of
Science**

in the Centre/Department

Mathematics

under supervision of Prof MA Henning

PARTIES TO THIS Agreement

The parties to this Agreement are:

1.1 The University of Johannesburg, a legal entity established under the Higher Education Act 101 of 1997 (as amended) and

1.2 Dr Florent Foucaud, a UJ Postdoctoral Research Fellow with Registration Number who is accepted by UJ in the Faculty of **Science**, in the Centre/Department of Mathematics, under the supervision of Prof MA Henning

2. ABBREVIATIONS

The following abbreviations will be used throughout this Agreement.

HoD	Head of Department
IP	Intellectual Property
MRC	Medical Research Council
NRF	National Research Foundation
PDRF	Postdoctoral Research Fellow
PFS	Postgraduate Funding Support
PGC	Postgraduate Centre
SARS	South African Revenue Services
UJ	University of Johannesburg
URC	University Research Committee

3. DEFINITIONS

Unless inconsistent with the context, the words and expressions used in this Agreement shall have the following meanings:

3.1 “Year” refers to a twelve-month period from the date of registration of the PDRF at UJ.

3.2 “Agreement” refers to this Agreement and all its schedules and annexures.

3.3 “Postdoctoral Research Fellowship” refers to a Postdoctoral Fellowship intended to provide a Postdoctoral Research Fellow with an opportunity to further develop her/his skills, experience and expertise as a researcher in anticipation of a future career in research.

A Postdoctoral Fellowship is awarded to an individual who has recently completed a doctorate to enable her/him to engage in a period of dedicated research. The doctorate should have been obtained within five years before the application for a Postdoctoral Fellowship and the candidate should be under the age of 45 years. Fellowships are awarded for a minimum of one year and a maximum of three years, after which an application for extension may be submitted to the Executive Director: Research and Innovation.

Although the focus of the Postdoctoral Fellowship is on advanced research training, a PDRF may be expected as part of the contractual agreement to do research-related work such as limited teaching and/or the supervision/mentoring of students, as long as these tasks are not to the detriment of the primary purpose of the Fellowship, which is to engage in research, and to publish research results as accredited outputs. Such additional work undertaken by a PDRF forms part of this Agreement and should not exceed 4 hours a week in terms of the agreement with SARS (see Section 9). The PDRF's teaching may in no way constitute part of the basic teaching provisioning of a department.

PDRFs are neither students nor employees of UJ: rather, they have their own category in the university community known as Postdoctoral Research Fellows. Therefore, they do not qualify for any employee benefits such as retirement funding, membership of retirement funds, support for a medical aid, pension schemes or any other employee benefits. It is specified in this Agreement that part of the bursary is earmarked for medical aid/medical insurance in order to make provision for the PDRF to acquire medical aid (which is compulsory). This amount earmarked for medical aid/medical insurance is part of the bursary amount and not additional to it. UJ does not pay the PDRF's travelling costs to South Africa and back to the country of origin after completion of the Fellowship.

PDRFs are registered using the same system as students at UJ. This is due to the fact that this type of Fellowship is non-taxable and therefore paid in the same way as a scholarship or bursary via a student account.

All PDRFs, irrespective of the source and size of their Fellowship grant, are entitled to have access to the following resources and amenities:

1. Adequate working space, equipment, and other basic amenities (including email and internet access) that are necessary in helping them undertake their research.
2. Access to the University and University parking.
3. Membership of sports and other University clubs or societies.

The workstation and general infrastructure for the PDRF is provided by the Faculty concerned. PDRFs are part of the University community and are therefore, like any other member of this community, entitled to make use of the services the University has to offer. These services include, but are not limited to, the libraries; Campus Health; the International Office; the Disability Unit; and the Residence Offices.

4. GENERAL

- 4.1 The Postdoctoral Fellowship is funded by the URC, the Faculty (and where applicable by the NRF or other external funder) and is initially valid for one year.
- 4.2 This Agreement does not constitute an offer of employment and does not imply an employment relationship. Neither does it imply that an employment offer shall be made in the future. The PDRF is therefore not employed by UJ nor is she/he covered by UJ's conditions of service. Notwithstanding the aforesaid, a PDRF is required to observe the same standard of conduct as

an employee of UJ and deviations from such standard, as well as grievances of a PDRF, will be dealt with generally in the same way as if the PDRF was an employee of UJ, subject to the necessary changes.

- 4.3 If a successful applicant does not hold an external grant at the time of the signing of this Agreement, he/she is required to apply to the NRF, MRC, Claude Leon Foundation or similar external agency for a fellowship within the first year of the PDRF's term at UJ. The PFS will notify PDRFs of such opportunities. If an application to the external funding agency is successful the contribution from the Faculty and URC will be reduced accordingly.
- 4.4 The PDRF should submit a research proposal of approximately three pages specifying the research focus and time lines and expected research outputs as part of this Agreement. This research proposal must contain *inter alia* a description of the research area, highlighting the research objectives, research questions and research methodology, and must also have clear timeframes indicating particular research outputs.
- 4.5 All PDRFs are entitled to the end-of-year break when the University is officially closed. The timing of other breaks should be negotiated between the PDRF and the supervisor.
- 4.6 For **international PDRFs**, becoming a member of a South African medical aid is **compulsory** according to the regulations of the Department of Home Affairs; hence a PDRF has to apply for medical aid/medical insurance immediately after arriving in South Africa if that has not yet been arranged. It is the PDRF's responsibility to submit proof of membership of a South African medical aid to the PFS.
- 4.7 The cost of relocating to South Africa and back to the country of origin at the end of the Fellowship term is for the PDRF's own account.
- 4.8 The general procedures, other important information and documentation are presented in the annexures to this Agreement.
- 4.9 A final report must be submitted within thirty days of the termination of the Fellowship, the template for which will be provided by the PFS.

5. DURATION OF THE FELLOWSHIP

The starting date of this Fellowship is 2014/01/01 and the Agreement will remain in place until 2014/12/31

6. MONETARY VALUE OF THE POSTDOCTORAL RESEARCH FELLOWSHIP AND SOURCE(S) OF FUNDING

The total value of the Fellowship bursary is R200000

Two Hundred Thousand Rand

for the year, comprising funding from different sources as stipulated in the table below.

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Source of Funding e.g. URC, Faculty, NRF, etc.	Amount	Oracle Cost centre
URC	100000	
FACULTY	100000	
NRF		
Total	200000	

7. PAYMENT PROCEDURE

7.1 Payment can only be effected once a PDRF is registered at UJ (refer to the process and documents in Annexures A and C). This Fellowship payment is non-taxable (refer to Section 9 in this Agreement), and will be paid to the PDRF in twelve equal monthly stipends by electronic funds transfer. The payments are made by the 25th of each calendar month. These payments will be made directly into the PDRF's bank account and are intended to assist in meeting the PDRF's travel, accommodation and subsistence costs.

7.2 A PDRF who has been awarded an NRF Fellowship may have, in addition to the above, an amount allocated by the NRF for running costs. In accordance with UJ policy, the PDRF will be responsible for administering these funds in conjunction with the supervisor and the Departmental and Faculty regulations.

8. RENEWAL OF AGREEMENT

This Fellowship is offered for one year from the date of registration of the PDRF at UJ. Should a renewal be considered for a further period of one year, a renewal form (Annexure D) should be completed and submitted to the PFS after completion of a proper review process as specified below. (If the Fellowship bursary amount changes a new Agreement must be completed and submitted to the PFS.)

8.1 The renewal of this Agreement for a second year does not happen automatically; however, the Fellowship may be renewed if the PDRF, supervisor, HoD and Dean are satisfied with the PDRF's performance and research outputs. The PDRF and supervisor have to initiate the review process at least one month before the PDRF's Fellowship tenure expires. For the purpose of the review the PDRF has to submit a report stipulating the research outputs and a research plan for the following year. If deemed necessary a review meeting involving the Dean (ex officio) the Vice Dean Research, a member of the Faculty Research Committee, the supervisor, the HoD/Director of the Research Centre and the PDRF may be convened to consider the renewal of the Postdoctoral Fellowship. The renewal of the PDRF's Fellowship will be dependent on, but not limited to, the conditions stipulated below.

1. Satisfactory progress with the PDRF's research project(s) and publications as determined by the supervisor and Faculty.
2. Productive integration of the PDRF into the research group/Department/Research Centre, as determined by the supervisor and Faculty.
3. Availability of funds.

9. INCOME TAX IMPLICATIONS

The Fellowship is awarded to the PDRF in the form of a bursary and the amount is not subject to income tax. The focus of the Postdoctoral Fellowship is on advanced research training and producing research outputs and the PDRF may not therefore undertake additional work outside the university for which he/she is remunerated.

The express purpose of PDRFs is to enable them to engage in a period of uninterrupted research.

As part of their contractual obligation a PDRF may be expected to do certain research-related work and/or work that may be categorised as research training in the Department or Centre to which he/she is attached. Such work may include inter alia limited teaching, co-supervision, or academic mentoring. However the total time spent on these peripheral research activities may not exceed 4 hours a week (including all teaching-related activities such as preparation, setting of assessments, consultation time and marking). The PDRF's teaching may in no way constitute part of the basic teaching provisioning of a department.

10. OBLIGATIONS OF THE PDRF, SUPERVISOR AND UJ

10.1 UJ's obligations

UJ undertakes and agrees to:

1. Administer this Fellowship as an open bursary;
2. Keep proper records relating to this Fellowship; and
3. Effect payments on time.

10.2 The supervisor's obligation

The Supervisor undertakes to:

1. Ensure that the relevant documentation pertaining to the PDRF's appointment, renewal and resignation (if applicable) is submitted timeously and confirm with the Faculty (Dean) that funds are available in the designated cost entity to meet the financial obligations;
2. Provide the PDRF with the required infrastructure and facilities to undertake his/her research;
3. Assist, mentor and monitor the PDRF's research;
4. Meet with the PDRF on a regular basis to provide guidance for the research undertaken by the PDRF;
5. Ensure that the PDRF is not expected to perform any work in return for the Fellowship (other than that specified in this Agreement).

10.3 The PDRF's obligation

The PDRF undertakes:

1. To abide by the University's policies, rules and procedures and the codes of conduct;
2. To register as a PDRF at UJ immediately after arriving at UJ and thereafter at the beginning of each subsequent academic year that the Fellowship is renewed. Although the system is currently automated, it remains the PDRF's responsibility to ensure that he/she is registered;
3. Not to register for any degree at UJ or any other Higher Education Institution during the term of the Fellowship;
4. To treat and hold as confidential all confidential information which the PDRF may have access to or acquire at UJ, during the term of the Fellowship and to abide to UJ's Intellectual Property (IP) policy;
5. To submit all required financial and progress reports to the sponsors of the Fellowship as required;
6. To contribute significantly to an increase in the research outputs of the Department/Centre, and therefore the track record of the candidate should be taken into account when a decision is made about renewing the Fellowship.
7. To indicate her/his affiliation with UJ not only on any work submitted for publication during her/his tenure as a PDRF, but also on any work substantially composed during that period (but that is submitted later). This would involve titling herself/himself as 'Post-Doctoral Research Fellow at the University of Johannesburg, Department of XXX' and listing that Department's address, as the publication forum permits.

11. BREACH OF THE AGREEMENT AND TERMINATION OF FELLOWSHIP

11.1 Notwithstanding anything to the contrary contained herein, the PDRF may terminate this Fellowship at any time giving 30 (thirty) calendar days' notice in writing.

11.2 In the event of a material breach by the PDRF, UJ reserves the right to cancel the Fellowship.

12. SIGNATORIES

I, the undersigned Postdoctoral Research Fellow, accept the award of a Fellowship amount of R200000 for the purposes of pursuing research, subject to the conditions outlined in this Agreement. I accept that the Fellowship is granted without any fringe benefits whatsoever. If I terminate the Fellowship prematurely (i.e. before the end of the term specified in the Agreement) I agree to refund UJ any advance pro-rata Fellowship payments received.

Postdoctoral Research Fellow

Name: Dr Florent Foucaud

① **Signature:** 

Date: October 3rd, 2013

Supervisor

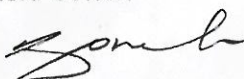
Name: Prof Michael Henning

Signature: 

Date: 09/10/13

Head of Department/Director

Name: Prof Betsie Jonck

Signature: 

Date: 09/10/13

Executive Dean of the Faculty or her/his Representative

Name: ~~Prof Bhekile Mamba~~ Prof A Motselee

Signature: 

Date:

ANNEXURE A



REGISTRATION OF POSTDOCTORAL RESEARCH FELLOW AT THE UNIVERSITY OF JOHANNESBURG

Please note that a Postdoctoral Fellow may only be registered after a signed copy of the Agreement is submitted to Ms Dudu Mbatha at the Postgraduate Funding Section (PFS). Her contact details are: rdmbatha@uj.ac.za; +27 (0)11-5594016.

The following information is required by the Department of Higher Education and Training for reporting purposes. Supplying this information is thus a statutory requirement for all Postdoctoral Fellows registering at a South African Higher Education institution.

1. **Biographical details**

Title: Dr.

Surname: Foucaud

Initials: FF

First names: Florent

Marital status: Single

Citizenship: France

ID/Passport number: 05DP60974

Date of birth: 19/03/1986

Gender: Male

Do you have a disability? No

If yes, please indicate the nature of the disability:

Home language: French

Population group : European

Year of completion of Matric/Grade 12 : 2004

Name of highest academic qualification obtained: PhD

Date when qualification was obtained/completed : 10/12/2012

Institution where qualification was obtained: University of Bordeaux, France

2. Contact details

Physical Address in South Africa:

Postal Address if different from the physical address in SA:

Cellular phone number: Phone Number:

Fax Number:

Email address: florent.foucaud @ gmail.com

For **International Postdocs** please provide contact physical address in home country:

Florent Foucaud

Palard

47180 Lagupie

France

Contact Person in Home Country:

Title: Mr.

Initials: DF

Surname : Foucaud

Relationship: father

Contact Number: +33 553 209 733

Email address: difotitus @ gmail.com

3. Postdoctoral Agreement Details

Campus: Auckland Park Kingsway Campus

Faculty: Science

Department/Centre: Department of Mathematics

Start date of fellowship : 01/01/2014

Sources of Funding :

University of Johannesburg

Name of Supervisor: Prof. Mike Henning

Supervisor's staff number: