

WITS
original
to be returned to
WITS ME.

ADDENDUM TO THE MEMORANDUM OF AGREEMENT

entered into between

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG

(Hereinafter referred to as "WITS")

and

THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING

(Hereinafter referred to as "the DHET")

LVR
SF.
ME

1. BACKGROUND

WHEREAS the Parties entered into an Agreement on 23 February 2012 on: "The Infrastructure Planning and Delivery Proposals for Two Envisaged Universities in the Northern Cape and Mpumalanga." The Master Agreement is annexed hereto as Annexure "MA1".

AND WHEREAS the Parties desire to amend the aforementioned Agreement by amending the provisions indicated below.

2. INTERPRETATION

- 2.1 Words and phrases defined in the Master Agreement shall, unless redefined herein, bear the same meanings in this addendum.
- 2.2 This Addendum shall be read as if incorporated in the Master Agreement and shall be construed as an addendum to and not as a novation of the Master Agreement.
- 2.3 The headings of clauses in this addendum are for reference purposes only and shall not be taken into account in the construction hereof.
- 2.4 Save as expressly provided herein, the Master Agreement shall remain unaltered.
- 2.5 This Addendum will be deemed to have commenced on date of signature hereof.

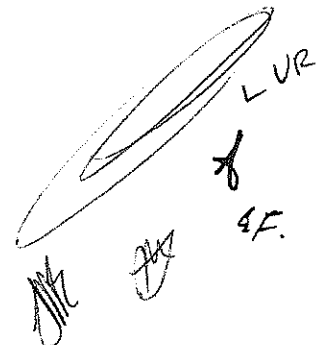
3. AMENDMENTS

3.1 Clause 6 "DURATION AND TERMINATION"

Clause 6.1 is hereby amended by the deletion of the date "30 November 2012" and the substitution therefore by the date "31 March 2013".

Clause 6.1 will thus read as follows:

"Irrespective of the date of signature, this Agreement shall commence on 1 November 2011 and shall continue until completion of the Phase 1 Implementation Plan as set out in Appendix 1 including settlement of accounts, by 31 March 2013."



Handwritten signatures and initials at the bottom right of the page, including a large signature, a smaller signature, and the initials 'LVR' and 'SF'.

3.2 Clause 6.2 is hereby amended by deletion of the date "1st July 2012" and the substitution therefore by the date "31 March 2013".

Clause 6.2 will thus read as follows:

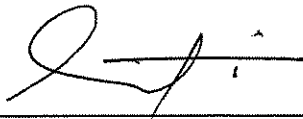
"By the 31 March 2013, WITS will deliver to DHET key outcomes of the Phase 1 Implementation Plan, including a draft implementation plan for the establishment of the two Universities together with a communication plan enabling promulgation of the seats of the respective Universities by the DHET."

3.3 By the addition of **Annexure "B"** which sets out the motivation for this amendment to extend the contract duration to enable completion of key deliverables of the Agreement.

THUS DONE AND SIGNED AT PRETORIA ON THE 27 DAY OF Nov. 2012

AS WITNESSES

1. 

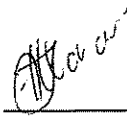



2. _____

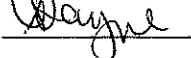
MR.GWEBINKUNDLA QONDE

For and on behalf of The Department of Higher Education and Training duly authorised thereto

AS WITNESSES

1. 



2. 

PROFESSOR LOYISO NONGXA

For and on behalf of The University of the Witwatersrand, Johannesburg duly authorised thereto

ANNEXURE "MA1" - Copy of Master Agreement

DPT/sm
Addendum to DHET Agreement
V1
23/11/2012

LUR
A
EF.
[Signature]

(A2012/45)

AGREEMENT

made and entered into by and between

THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING

Herein represented by **Mr GF Qonde**

In his capacity as Director-General of the Department of Higher Education and Training

(Herein referred to as "the DHET")

And

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG

Herein represented by **Prof Loyiso Nongxa**

In his capacity as Vice Chancellor of the University of the Witwatersrand

(Hereinafter referred to as **WITS**)

**ON THE INFRASTRUCTURE PLANNING AND DELIVERY PROPOSALS FOR TWO
ENVISAGED UNIVERSITIES IN THE NORTHERN CAPE AND MPUMALANGA**

LUR
WOF
SA
GT.
[Handwritten signatures and initials]

TABLE OF CONTENTS

1. PARTIES	3
2. PREAMBLE	3
3. INTERPRETATION	3
4. DEFINITIONS	6
5. APPOINTMENT	11
6. DURATION AND TERMINATION	12
7. SERVICES OF THE UNIVERSITY	12
8. FEES AND DISBURSEMENTS	13
9. CARE AND DILIGENCE	15
10. AUTHORITY FOR ALTERATIONS	15
11. THE DHET'S RESPONSIBILITIES TO THE UNIVERSITY	16
12. GOVERNANCE AND COORDINATING STRUCTURES	17
13. CONFIDENTIALITY	18
14. INTELLECTUAL PROPERTY	18
15. TERMINATION	19
16. DISPUTES	20
17. CESSION OF AGREEMENT	21
18. BREACH	21
19. LIMIT OF LIABILITY	22
20. MISCELLANEOUS MATTERS	22

APPENDIX 1 : New university implementation plan and budget.....

APPENDIX 2 : New university work components and timelines.....

Handwritten signatures and initials, including "LUR ADP", "SA", "GF", and "D".

1. PARTIES

- 1.1. The Department of Higher Education and Training ("DHET").
- 1.2. The University of the Witwatersrand, Johannesburg ("WITS")

2. PREAMBLE

WHEREAS The Department of Higher Education and Training (DHET) has committed itself to building two new Universities in the Northern Cape and Mpumalanga Provinces in collaboration with the respective provinces in order to improve access to post school education opportunities.

AND WHEREAS the two Task Teams appointed by the Minister of Higher Education and Training have completed their work and a consolidated report outlines the general way forward to implementation of the respective Universities.

AND WHEREAS a significant aspect of the way forward is the planning and delivery of infrastructure, for which the DHET requires expert assistance

AND WHEREAS over the past five years WITS has developed specialist capacity in the spatial planning and delivery of university infrastructure.

AND WHEREAS financial management and reporting systems have been established to ensure accountable administration of DHET grant funding towards the existing University capital projects programme

AND WHEREAS DHET and WITS wish to build on their established cooperation in order to implement the infrastructure planning for the two envisaged Universities.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

3. INTERPRETATION

Except to the extent to which the context may otherwise require, this Agreement shall be construed in accordance with the following:

Handwritten signatures and initials in the bottom right corner of the page, including 'VUR', 'WITS', and other illegible marks.

- 3.1. headings in this Agreement are for convenience only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof;
- 3.2. references herein to the introduction, clauses, appendices and schedules are to the introduction, clauses in and schedules and appendices to this Agreement unless the context requires otherwise. The appendices and schedules to this Agreement will be deemed to be incorporated herein and will form part of this Agreement;
- 3.3. in the event of conflict between the provisions contained in the Agreement and those contained in the appendices, the provisions in the Agreement will prevail unless specifically provided to the contrary;
- 3.4. words importing the singular include the plural and vice versa where the context requires;
- 3.5. any reference to any agreement, appendix or schedule shall be construed as including a reference to any agreement, appendix or schedule amending or substituting that agreement, appendix or schedule;
- 3.6. if any definition in clause 4 contains a substantive provision conferring rights or imposing obligations on any Party, effect must be given to such provision as if it were a substantive provision in the body of this Agreement;
- 3.7. any word or expression related to a word or expression defined in this Agreement bears a corresponding meaning;
- 3.8. any word or expression importing any gender shall include the other genders;
- 3.9. any reference to the provisions of law and any similar reference of general application shall be construed to include both legislation and the common law, and any reference to "legislation" includes any statute, any regulations passed under any statute, as well as any

LJR

DP

SH

DP

ST

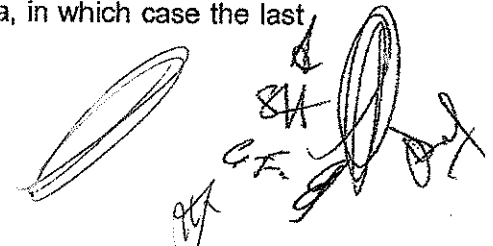
ST

public notice, ruling or similar legislative instrument passed or approved by a Relevant Authority with the requisite authority;

- 3.10. save where specifically provided otherwise, references to statutory provisions are to be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the Signature Date) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification);
- 3.11. the words "include" and "including" are to be construed without limitation;
- 3.12. wherever provision is made for the giving or issuing of any notice, decision, consent, acceptance, agreement, expression of satisfaction, endorsement, approval, certificate, instructions or determination by any Person, unless otherwise specified, such notice, decision, consent, acceptance, agreement, expression of satisfaction, endorsement, approval, certificate, instruction or determination must be in writing and the words "notify", "decide", "consent", "accept", "agree", "endorse", "approve", "certify", "instruct" or "determine" and other related expressions are to be construed accordingly. "Writing" shall exclude any written document that is in the form, either wholly or partially, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention. This clause excludes day to day operations which do not change the obligations and rights of the parties as defined in this agreement;
- 3.13. references to materials, information, data and other records are to materials, information, data and other records whether stored in electronic, written or other form;
- 3.14. when any number of days or other period is prescribed, it shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or legally recognised public holiday in the Republic of South Africa, in which case the last

LJR

RDP



day shall be the next day which is not a Saturday, Sunday or legally recognised public holiday in the Republic of South Africa;

- 3.15. whenever this Agreement provides for approvals, consents or expressions of satisfaction by any one of the Parties, that Party may not unreasonably withhold or delay that approval, consent or expression of satisfaction;
- 3.16. each Party must ensure that any decision, determination, instruction, inspection, examination, testing, consent, approval, expression of satisfaction, acceptance, agreement, exercise of discretion (whether sole or otherwise) or similar act required by it from another Party in respect of this Agreement or any Associated Agreements must be applied for or requested promptly;
- 3.17. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;
- 3.18. As this Agreement was negotiated by the Parties, the rule of construction that the terms and provisions thereof shall, in the event of uncertainty or ambiguity, be interpreted against the Party responsible for the drafting or preparation thereof shall not apply;

4. DEFINITIONS

- 4.1. "Agreement" means this document and all appendices and/or schedules hereto;
- 4.2. "Background Intellectual Property rights" means all Intellectual Property rights in existence before the Commencement Date of this Agreement as well as Intellectual Property developed by a Party to this Agreement after its commencement and which does not fall within the scope of the definition of Foreground Intellectual Property;
- 4.3. "Commencement date" means 1 November 2011, notwithstanding

Handwritten signatures and initials in the bottom right corner of the page, including "LUR", "KOP", "A SA", "SA", and "GRI".

the date of signature hereof;

4.4. "Confidential Information"

means information that (a) relates to the Disclosing Party's past, present or future research, development, business activities, products, services and technical knowledge; relating to the field and (b) either has been identified as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. (As used herein, the Party Disclosing Confidential Information is referred to as the "Disclosing Party" and the Party receiving the Confidential Information is referred to as the "Recipient" or the Receiving Party");

Confidential Information will include any and all tangible and intangible information relating to the management, operations, finances and products or services of the University, including but not limited to, financial data, computer programs and systems, electronic media transferable plans and drawings, projections, existing and proposed and contemplated projects or investments, formulae, processes, methods, products, manuals, supplier lists, customer lists, purchase and sales records, territories, marketing information, Agreements, correspondence, all personal information and secret knowledge, technical information and specifications, manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, formulae, know-how, information concerning materials,

LVR

OP

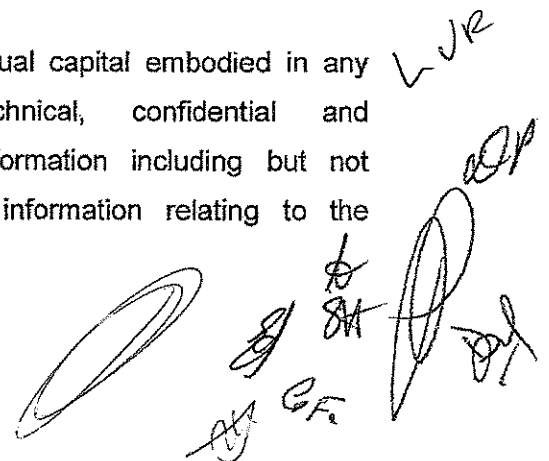
SA
SE

scientific information generally, and other materials of whatever description in which the University has an interest in being kept confidential including scientific knowledge gathered during the course of research and/or claimed as confidential by WITS at the time of disclosure or promptly thereafter and includes information (whether oral, documentary, magnetic, electronic, graphic or digitized) containing or consisting of information or material of a technical, financial, operational, commercial, administrative or planning nature or in the nature of intellectual property of any kind and relating (wholly or in part) to WITS or any of its actual or projected projects, research activities or businesses, including its suppliers, funder's, personnel, students, facilities, assets, financial condition or results, rights, obligations and liabilities and similar or dissimilar information relating to the business of WITS, whether developed by or provided to it by others but shall exclude information which the Receiving Party can prove:-

- (i) was in its lawful possession prior to the first receipt thereof before, on or after the date of this Agreement; or
- (ii) was independently received in good faith from a third party who has the right to disclose the same and who did not receive it directly or indirectly from WITS with restriction on the use thereof; or

- (iii) is or becomes through no act or default of the Receiving Party, public knowledge as evidenced by the publication or otherwise thereof; or
- (iv) is or was independently developed by an employee of the Receiving Party to whom no disclosure of such Confidential Information has been made or communicated.

- 4.5. "Contractor" means any person or entity to whom any part of the Works has been sub-contracted by WITS;
- 4.6. "DHET" means the Department of Higher Education and Training;
- 4.7. "DHET's Representative" means a person nominated by the DHET from time to time to act on its behalf. The current nominated Representative is (Dr D Parker);
- 4.8. Expenditure means fees, expenses and other costs incurred in delivering the Works;
- 4.9. "Foreground Intellectual Property" means such Intellectual Property as may be created or developed, including Background Intellectual Property forming an integral part of the Foreground Intellectual property in terms of this Agreement;
- 4.10. "Intellectual Property" or "IP" means intellectual capital embodied in any and all technical, confidential and commercial information including but not limited to all information relating to the

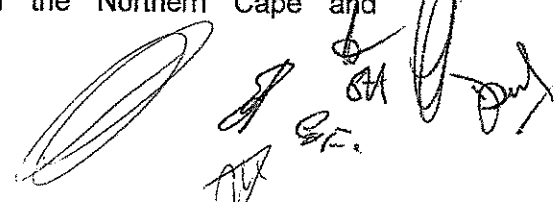

 WJR
 DP
 SA
 GF

necessary resources, techniques, know-how, production, development and research, all technical, scientific, theoretical, processing and principals, marketing, promoting, financing, engineering, manufacturing, distributing and transporting, storage and handling, testing and controlling, integrate-able techniques, technologies, data systems and processes, methodologies, trade secrets as well as undisclosed inventions, registered and unregistered patents, trademarks and designs and copyright in any works including literary works and computer software programs;

- 4.11. Key Delivery Dates means the dates stipulated in this Agreement when key outputs of the Works are to be delivered to DHET by WITS;
- 4.12. Management Fee means a Management Fee equal to 2.5% of the total Expenditure;
- 4.13. "Month" means one of the twelve months of the Gregorian calendar;
- 4.14. "Party" means DHET or WITS;
- 4.15. Phase 1 Budget means the Budget for the Works as set out in Appendix 1 and amended from time to time as more information becomes available;
- 4.16. Phase 1 Implementation Plan means the plan set out in Appendix 1 (including time-lines and budget) to deliver a full implementation plan for delivery of the two Universities contemplated in this Agreement;
- 4.17. "Project" means the establishment of two new Universities in the Northern Cape and

LVR

2012



Mpumalanga Provinces;

4.18. Project Management Team

means the team assigned and appointed by WITS to project manage the Works;

4.19. "Services"

means the Services to be performed by WITS to the DHET, as detailed in this Agreement

4.20. "Termination Date"

means (for the Works) 30 November 2012 or the submission of the final audited report whichever occurs last;

4.21. "WITS"

means the University of the Witwatersrand, Johannesburg;

4.22. "University's Representative"

means a person nominated by WITS from time to time to act on its behalf in connection with this Agreement. The current nominated Representative is Mr Spencer Hodgson;

4.23. "VAT"

means value added tax levied on the supply of goods and services by the Receiver in terms of the Value Added Tax Act 89 of 1991 as amended and already included in the transferred funds;

4.24. "Works"

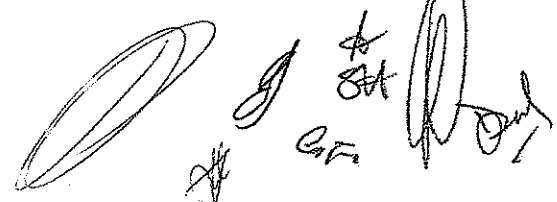
means that part of the Project to be executed by WITS as more fully described in Appendix 1 – the Phase 1 Implementation Plan

5. APPOINTMENT

The DHET hereby appoints WITS and WITS accepts the appointment to project manage and resource the spatial and physical planning and development for new institutions of higher learning in the Mpumalanga and the Northern Cape Provinces respectively, in accordance with the approved preliminary Phase 1 Implementation

LUR

DP



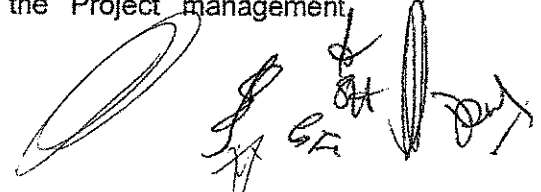
Plan which is attached as Appendix 1 and which may be revised from time to time by agreement.

6. DURATION AND TERMINATION

- 6.1. Irrespective of the date of signature, this Agreement shall commence on 1 November 2011 and shall continue until completion of the Phase 1 Implementation Plan as set out in Appendix 1 including settlement of accounts, by 30 November 2012.
- 6.2. By the 1st July 2012, WITS will deliver to DHET key outcomes of the Phase 1 Implementation Plan, including a draft implementation plan for the establishment of the two Universities together with a communication plan enabling promulgation of the seats of the respective Universities by the DHET.

7. SERVICES OF THE UNIVERSITY

- 7.1. The Services of WITS are as set out in this Clause 6 and more fully elaborated in Appendix 1, the Phase 1 Implementation Plan. The Parties may agree to extend the scope of the Services to be rendered by WITS to cover further phases of the Project under the terms and conditions of this Agreement as may be modified or extended accordingly.
- 7.2. Notwithstanding the DHET's overall responsibility for policy and academic architecture as set out in Clause 11, WITS will collaborate closely with the DHET and identified stakeholders to establish the planning parameters for the new institutions, including the vision, academic architecture, location, costs, phasing and other relevant considerations pertinent to their spatial and physical planning.
- 7.3. WITS, through its Campus Development and Planning unit, shall -
 - 7.3.1. constitute the Project Management Team responsible and accountable for delivery of the Implementation Plan;
 - 7.3.2. assemble relevant expertise and commission and manage such capacity as necessary to undertake the Project management.

LUR
KOP


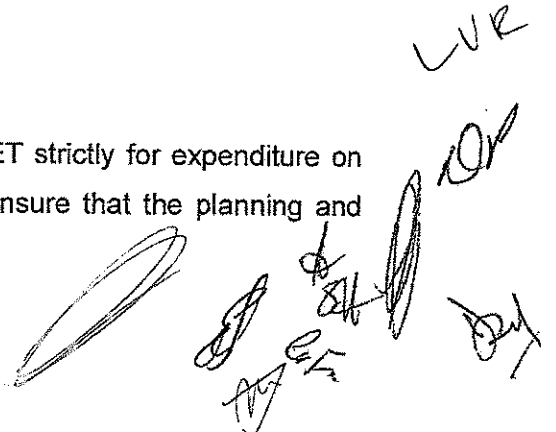
planning and conceptual design of the new institutions in a phased manner as set out in the Phase 1 Implementation Plan and agreed upon from time to time by both Parties;

- 7.3.3. consult within the Technical Integration Committee established with the DHET to ensure its related planning requirements are accommodated and integrated within the overall Implementation Plan;
- 7.3.4. record variations to the Phase 1 Implementation Plan (of scope, time and cost) for the endorsement by the DHET at monthly meetings of the Technical Integration Committee, provided these variations are in keeping with the objectives of this Agreement and within the overall Phase 1 Budget and Key Delivery Dates;
- 7.3.5. Obtain prior approval from the DHET to any variation that may extend the overall Phase 1 Budget and/or Key Delivery Dates.

8. FEES AND DISBURSEMENTS

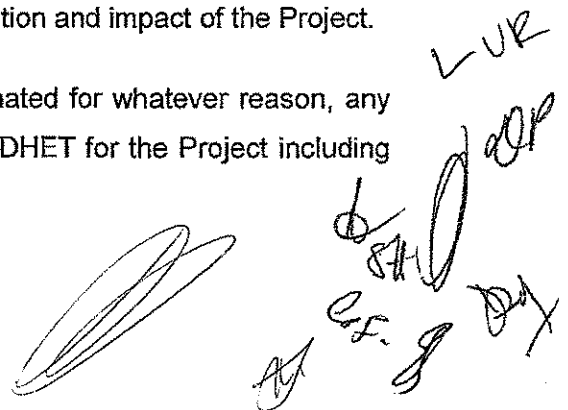
- 8.1. The DHET shall transfer to WITS an amount of R 50 000 000 (Fifty million Rand), inclusive of VAT, to cover the costs of the Works including fees, direct costs and expenses incurred in performing the Works as per the budget estimates set out in the Phase 1 Implementation Plan.
- 8.2. The DHET reserves the right to request documentary proof of any expenditure and commitments against funds disbursed.
- 8.3. The DHET shall pay WITS a management Fee equal to 2.5% of the total Expenditure in order to cover indirect management and administrative costs and any unrecoverable amounts by WITS. Such percentage sum shall be paid against the amount of R50 000 000-00, inclusive of VAT, that was transferred.
- 8.4. WITS shall:
 - 8.4.1. ring-fence funds received from the DHET strictly for expenditure on the objectives of this Agreement and ensure that the planning and

LVR
DP
EF
DP



management costs as set out in the Phase 1 Implementation Plan are restricted to actual direct costs and expenses incurred in respect of project and financial management, design as well as any related studies specifically required in the planning of the two envisaged institutions;

- 8.4.2. administer the allocated funds in terms of sound financial practice and to keep proper records of all financial transactions, in accordance with generally accepted accounting standards;
- 8.4.3. honour its obligations for VAT payments and other financial transactions in compliance with South African Laws and good practice;
- 8.4.4. utilize its own procurement procedures and policies to procure the necessary expertise and I provide the DHET with copies of its procurement procedures and policies.
- 8.4.5. provide progress reports to the monthly meetings of the Technical Integration Committee;
- 8.4.6. submit a quarterly progress report to the DHET indicating progress on milestones and expenditure;
- 8.4.7. submit to the DHET a financial report within fifteen (15) days after the end of the Works followed by an audited financial report immediately on completion by the auditors; and
- 8.4.8. permit any evaluation or audit to take place and to grant the Director General of the DHET or delegated official of the DHET and/or its representative's access to financial and non-financial records pertaining to the Project;
- 8.5. The DHET shall be entitled to appoint qualified practitioners and independent consultants / auditors against the amount of R50 000 000-00 to assess both the implementation and impact of the Project.
- 8.6. If the Project or the Works are terminated for whatever reason, any un-disbursed funds advanced by the DHET for the Project including



Handwritten signatures and initials, including 'LUR', 'D. SH...', 'EF. J', and 'DA'.

funds not utilized in accordance with agreed terms should immediately be refunded to the DHET, including interest accrued.

9. CARE AND DILIGENCE

- 9.1. WITS must exercise all reasonable skill, care and diligence in the discharge of the Services agreed to be performed by it. If in the performance of its Services WITS has a discretion exercisable as between the DHET and the contractor, the exercise in good faith by WITS of such discretion shall be binding upon the DHET.
- 9.2. WITS may appoint specialist service providers and/or contractors to design and execute certain part or parts of the Works and shall project manage these services to ensure appropriate risk management measures are instituted, including that:
 - 9.2.1. competent specialists and contractors are selected and contractually appointed; and
 - 9.2.2. adequate professional indemnity insurance is provided by service providers and, in the case of construction contracts, appropriate performance bonds are provided;
- 9.3. Where any persons are engaged in accordance with clause 8.5, WITS shall be under no liability for any negligence, default or omission of such persons.

10. AUTHORITY FOR ALTERATIONS

WITS shall:

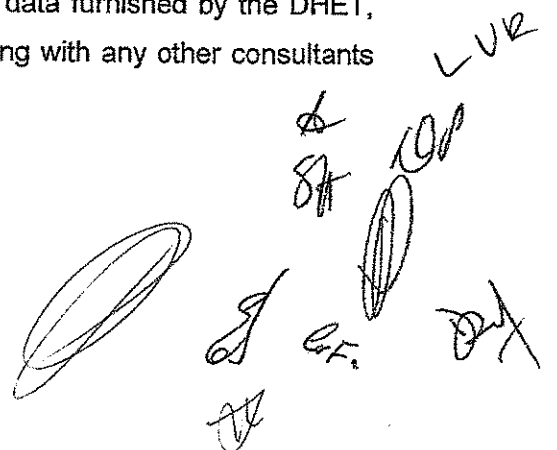
- 10.1. have the authority to make alterations in relation to the Works or to Agreements under its control without prior reference to the DHET, provided these variations are in keeping with the objectives of this Agreement and within the overall Phase 1 Budget and Key Delivery Dates. Such changes shall be reported to the DHET at monthly meetings of the Technical Integration Committee as set out in Clause 7.3.4; and

Handwritten signatures and initials in the bottom right corner of the page, including 'LVR', 'OP', 'SA', 'E', and 'PX'.

- 10.2. obtain prior DHET approval to any variation that may extend the overall Phase 1 Budget and/or Key Delivery Dates.

11. THE DHET'S RESPONSIBILITIES TO THE UNIVERSITY

- 11.1. The DHET is the overall owner of the Project and will provide ongoing policy direction and confirmation of the academic architecture and operation of the two institutions, which will shape their physical and spatial planning.
- 11.2. The DHET undertakes to transfer funds to WITS in order to cover the costs of the Service and WITS shall account for expenditure of the amounts transferred in accordance with the requirements of the DHET, which requirements may be revised from time to time.
- 11.3. The DHET will provide overall direction on the nature, scope, academic architecture and operation of the two institutions and will ensure that its inputs are delivered in a timely manner to enable fulfilment of the Implementation Plan.
- 11.4. The DHET will:
 - 11.4.1. facilitate the work of the Project Management Team with information and through relevant stakeholder engagement;
 - 11.4.2. arrange and make provision for entry and ready access of WITS to relevant project sites, as necessary to enable WITS to perform its services.
- 11.5. The DHET shall make available to WITS all relevant information or data pertinent to the Project which is required by WITS, and instruct WITS fully as to the DHET's total requirements in connection with the Project. WITS will be entitled to rely upon the accuracy and completeness of such information and data furnished by the DHET, including information and data originating with any other consultants of the DHET.



Handwritten signatures and initials, including 'LVR', 'SH', 'CP', 'EF', and 'PX'.

- 11.6. The DHET shall authorise WITS to act as its agent for such purposes as are necessary to the rendering of its services pursuant to this Agreement.
- 11.7. The DHET shall give prompt consideration to all information, sketches, drawings, specifications, tenders, proposals, contracts and other documents relating to the Project and provided by WITS and, whenever prompt action is necessary, inform WITS of its decisions in such reasonable time so as not to delay the Services of WITS or its service providers.
- 11.8. The DHET shall designate an individual to act as its representative, such person to have complete and exclusive authority to transmit instructions to and receive information from WITS and shall give prompt notice to WITS whenever the DHET becomes aware of any defects or deficiencies in the work or in the contract documents.
- 11.9. The DHET shall ensure that any necessary licences and permits are obtained from municipal, governmental or other authorities having jurisdiction over the Project so as not to delay WITS in the performance of its services.

12. GOVERNANCE AND COORDINATING STRUCTURES

12.1 The Parties undertake to establish governance structures to support implementation of this Agreement and the necessary integration of planning for academic, operational and physical development.

12.1.1 Steering Committee

12.1.1.1 the DHET and WITS will each appoint 3 senior representatives to the Steering Committee which is established to facilitate implementation and governance of this Agreement;

12.1.1.2 key stakeholders such as the Premier's Office and the Institute for Higher Education in each Province will be invited to nominate a senior representative to the Steering Committee;

Handwritten signatures and initials in the bottom right corner of the page, including 'LJR', 'WJ', 'SF', and 'DX'.

12.1.1.3 the Steering Committee will meet every 3 months and will receive and review reports on the Implementation Plan from the Project Management Team and the Technical Integration Committee; and

12.1.1.4 the Steering Committee may support recommended adjustments to the Implementation Plan for approval by the DHET, including those of a scope, timing, and/ or budgetary nature.

12.1.2 Technical Integration Committee

12.1.2.1 the Technical Integration Committee will comprise 3 representatives each from the DHET and WITS to enable integration of planning for academic, operational and physical development. These representatives will be directly engaged in aspects of the planning for the new Universities; and

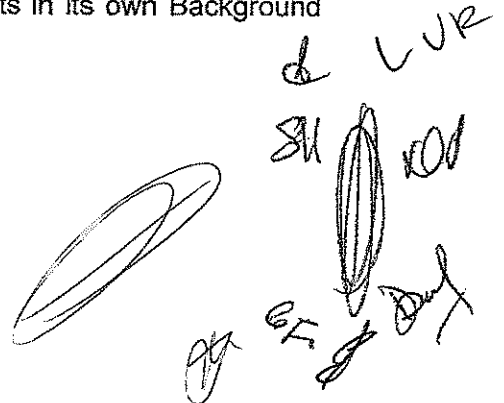
12.1.2.2 the Technical Integration Committee will meet monthly and will make recommendations for implementation by the Project Management Team on studies and investigations relating to the academic and operational aspects of the two Universities.

13. CONFIDENTIALITY

Each of the Parties shall at all times treat all Confidential Information as strictly confidential and shall not, without the prior written consent of the other Party, disclose Confidential Information to any party, or make use of Confidential Information for any purposes other than to comply with its obligations in terms of this Agreement.

14. INTELLECTUAL PROPERTY

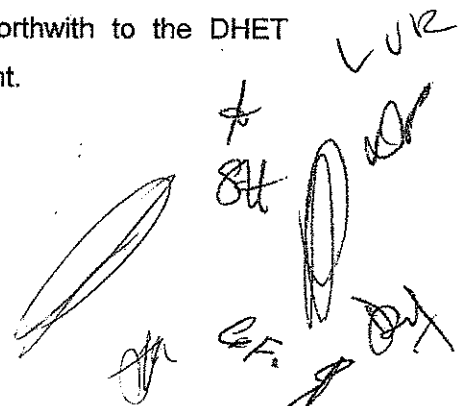
All Foreground Intellectual Property created in the execution of this Agreement shall vest in the DHET, but WITS may use such Intellectual Property for the carrying out of any additional or similar works without the prior consent of the DHET. WITS shall ensure that any Agreements with sub-contractors shall contain a provision whereby any Foreground Intellectual Property is vested in DHET. Nothing contained herein shall have the effect of divesting a Party of any of its rights in its own Background Intellectual Property.



Handwritten signatures and initials in the bottom right corner of the page, including a large signature, 'LVR', 'SH', 'KOD', 'EG', and 'DJK'.

15. TERMINATION

- 15.1. If at any time the DHET decides to postpone or abandon the whole of the Works, it may thereupon by notice to WITS-
 - 15.1.1. immediately terminate the appointment of WITS under this Agreement, provided that the DHET may, when the Works or any part thereof are postponed, in lieu of so terminating the appointment of WITS require WITS to suspend the carrying out of its Services under this Agreement for the time being ; or
 - 15.1.2. seek to vary this Agreement either by excluding the Services to be performed by WITS in relation to such part of the Works, or by suspending performance of the same and in such notice the DHET must specify the Services affected. WITS shall immediately comply with the DHET's notice and the DHET will honour any outstanding financial commitments already incurred by WITS;
- 15.2. In the event of the failure of the DHET to comply with any of its obligations under this Agreement, or upon the occurrence of any circumstances beyond the control of WITS which are such as to delay or prevent or unreasonably impede the carrying out by WITS of its Services under this Agreement, WITS may upon not less than 60 days' notice to the DHET terminate its appointment under this Agreement, providing that, in lieu of so terminating its appointment, WITS may -
 - 15.2.1. forthwith upon any such failure or the occurrence of any such circumstances suspend the carrying out of its Services hereunder for a period of 60 days (provided that it shall as soon as practicable inform the DHET of such suspension and the reasons therefore); and
 - 15.2.2. at the expiry of such period of suspension either continue with the carrying out of its Services under this Agreement or else, if any of the reasons for the suspension then remain, forthwith to the DHET terminate its appointment under this Agreement.



15.3. Any termination of the appointment of WITS under this Agreement shall not prejudice or affect the accrued rights or claims of either Party to this Agreement.

16. DISPUTES

All disputes between the Parties will be determined in accordance with the provisions of this clause 15.

16.1. Informal Resolution

16.1.1. Within a period of fourteen (14) days after the dispute date the Parties' Representatives will meet to discuss the dispute and will endeavour to resolve the dispute amicably and each Party undertakes at such meeting to make full disclosure to the other of all information and documentation relating to the dispute.

16.1.2. If the Parties are unable to resolve the dispute in terms of clause 16.1.1 within thirty (30) days from the dispute date, the dispute will be referred to the senior management of the Parties or their duly appointed representatives, who will use their best endeavours to resolve the dispute. Their determination will be final and binding and will be carried into effect by the Parties.

16.2. Arbitration

If the individuals described in 16.1.2 are unable to resolve the dispute within a period of thirty (30) days after it has been referred to them, either Party may refer the dispute for arbitration in accordance with the provisions of this clause. Save in the circumstances described in 16.3 or 16.4, any dispute arising out of this Agreement or its interpretation, both while in force and after its termination, will, if arbitrable in law, be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation. Such arbitration will be held in Pretoria unless otherwise agreed.

Handwritten signatures and initials in the bottom right corner of the page. The initials 'LVR' are written in a large, bold, slanted font. Below and to the left of 'LVR' are several smaller, more complex handwritten marks, including what appears to be 'SA', 'KOP', and 'Duf'.

16.3. Interim Relief

Nothing in this clause 16 will preclude any Party from seeking interim relief from any competent court having jurisdiction pending the institution of any arbitration proceedings in terms of this clause 16.

16.4. Determination by expert

If the Parties are unable to agree solely on the amount payable by either Party to the other in terms of any provision of this Agreement, the matter will be submitted for determination by an independent adjudicator agreed on by the Parties or, failing agreement, a chartered accountant appointed for the purpose at the instance of either Party by the President for the time being of the Public Accountants' and Auditors Board (Gauteng). The independent adjudicator will act as an expert and not as an arbitrator, and, absent manifest error; his determination will be binding on the Parties.

16.5. General

16.5.1. The successful Party will, in each of the methods of dispute resolution provided for above, be entitled to be awarded a full indemnity for all the costs reasonably incurred by that Party, including attorney and own client costs.

16.5.2. The provisions of this clause 16 will survive the termination of the Agreement.

17. CESSION OF AGREEMENT

A Party shall not cede any of its rights or delegate any of its obligations hereunder or assign or make over this Agreement or any part thereof or any benefit, obligation or any share of interest therein, to any other party without the prior consent of the other Party.

18. BREACH

18.1. Save where this Agreement otherwise provides, should either Party ("the defaulting Party") commit a breach of any of the provisions of this Agreement, then the other Party ("the aggrieved Party") shall be

Handwritten signatures and initials in the bottom right corner of the page, including a large signature, the initials 'LUR', and other illegible marks.

entitled to instruct the defaulting Party to remedy such failure or default within fourteen (14) days, or such longer period as may be reasonably required in the circumstances, in order to remedy the breach. Should the defaulting Party fail to comply with such notice within the time period prescribed herein, then the aggrieved Party shall be entitled, without prejudice to any of its rights in terms of this Agreement, or other remedy for breach of Agreement as such Party may have at law, to either:

- 18.1.1. request specific performance and claim damages, which shall include legal costs on an attorney/client basis; or
- 18.1.2. in the event of the breach being a material breach, going to the root of this Agreement and being incapable of remedy by payment of money, to terminate this Agreement forthwith and claim damages, which shall include legal costs on an attorney/client basis.

19. LIMIT OF LIABILITY

The Parties record that WITS has insured itself against its liability in law for the acts and omissions of persons acting on its behalf, where fault can be attributed to WITS, its affiliates or their respective personnel. WITS hereby indemnifies DHET for any loss of, or damage to, property of DHET, or for claims arising out of any death or injury to any persons, if such loss or damage or claim is sustained as a result of the negligent or wilful act or omission of WITS, provided that maximum liability of WITS in respect of any loss of or damage to property or death of or injury to any person or any other cause resulting or arising from or in connection with any act or omission in terms of this Agreement, whether arising from contract, (including negligence and gross negligence) or otherwise, shall be limited, whether for a single or multiple events, to the extent of its insurance cover herein. The broker of WITS will confirm in writing the terms and scope of the University's insurance cover for this Project.

20. MISCELLANEOUS MATTERS

20.1. Postal Address

20.1.1. Any notice in connection with this Agreement may be addressed:

20.1.1.1. in the case of WITS, to:

LVR
SH
CF.
ner
Dij
S

Physical Address

Jubilee Road
Parktown
Johannesburg

Postal Address

PO Box 696WITS
2050

Fax no: 011 339 8215

Electronic mail address: spencer.hodgson@wits.sc.za

20.1.1.2. in the case of the DHET, to:

Physical Address

123 Schoeman Street
Pretoria
0001

Postal Address

Private Bag X174
PRETORIA
0001

Fax no: 012 323 0291

Electronic mail address: parker.d@dhet.gov.za

20.1.2. The notice will be deemed to have been duly given:

20.1.2.1. seven (7) days after posting, if posted by registered post to the Party's address in terms of this sub-clause;

20.1.2.2. on delivery, if delivered to the Party's physical address set out in 20.1.1;

LUR
B
SH
KOP
ST.
DJ

20.1.2.3. on despatch, if sent to the Party's then fax number or electronic mail address set out in 20.1.1 and confirmed by registered letter posted no later than the next business day;

unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

20.1.3. A Party may change its address for this purpose to another address in the Republic of South Africa, by notice to the other Party.

20.1.4. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party will be an adequate notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address in terms of 20.1.1.

20.1.5. All notices and correspondence in connection with this Agreement will be in the English language.

20.2. Address for Service of Legal Documents

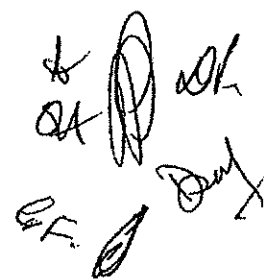
20.2.1. The Parties choose the following physical addresses at which documents in legal proceedings in connection with this Agreement may be served (i.e. their *domicilia citandi et executandi*):

20.2.1.1. The University :

Office of the Director: Legal Services
5th Floor, Senate House
1 Jan Smuts Avenue
Braamfontein
Johannesburg

20.2.1.2. DHET :

123 Schoeman Street
Pretoria



20.2.2. A Party may change its address for this purpose to another physical address in the Republic of South Africa at which legal process can be served, by notice to the other Party.

20.3. Entire Agreement

This Agreement and appendixes thereto contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged express provision not contained in the Agreement.

20.4. No Representations

No Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

20.5. Variation, Cancellation and Waiver

No addition to or variation of any clause of this Agreement (including this clause 20.5), consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination will be of any force or effect unless reduced to writing and signed by both Parties or their duly authorised representatives.

20.6. Indulgences

If either Party at any time breaches any of its obligations under this Agreement, the other Party ("the Aggrieved Party"):

- 20.6.1. may at any time after that breach exercise any right that became exercisable directly or indirectly as a result of the breach;
- 20.6.2. will not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that it may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.



Handwritten signatures and initials, including 'LUK', 'ST', 'CF', and 'L'.

20.7. Applicable Law

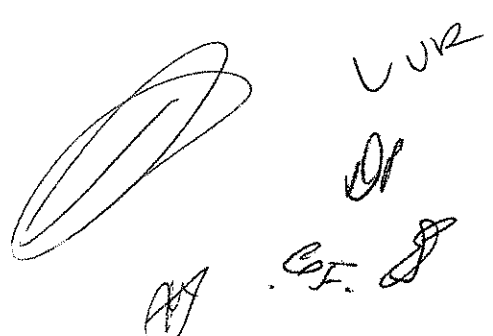
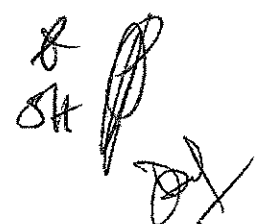
This Agreement will be interpreted and implemented in accordance with the law of the Republic of South Africa.

20.8. Jurisdiction

The Parties consent to the jurisdiction of North Gauteng High Court, Pretoria

20.9. Successors in title

Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of a Party shall be bound by this Agreement.



SIGNED at PRETORIA on this 23rd day of FEBRUARY 2014 ¹² CF. SA ^{WP}

[Signature]

MR.GWEBINKUNDLA QONDE

For **THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING** and
duly authorised thereto

AS WITNESSES (DHET):

1. [Signature]
2. _____

SIGNED at JOHANNESBURG on this 19 day of 02 2014 ¹² CF. SA ^{WP}

[Signature]

PROF. LOYISO NONGXA

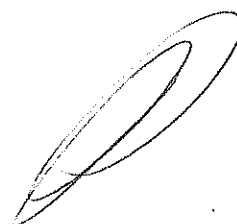
For the **UNIVERSITY OF WITWATERSRAND** and duly authorised thereto

AS WITNESSES (WITS)

1. [Signature]
2. [Signature]

[Signature] [Signature] [Signature] [Signature]

APPENDIX 1

 b
LVR
OP
SH
K. G.
TH

Version 2011/130

Annexure 1

Phase 1 Implementation Plan for the Establishment of Two New Universities in Mpumalanga & Northern Cape

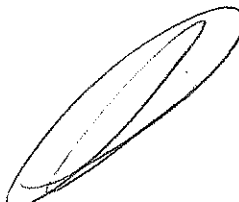
Objective
Phase 1 Planning for the establishment for 2 new universities in Mpumalanga and Northern Cape, Phase 1 Planning Budget 2011/12 Year - R50m
Proposed Development which will be confirmed through the planning process comprises: Mpumalanga - Facilities for ultimately approx 15,000 students with Stage 1 for approx 3,000 students, including general lecture theatres, seminar rooms, laboratories (if confirmed), and other academic facilities as well as residence accommodation for approx 30% of students on campus, multi purpose sports fields, academic and administration offices, security, IT backbone, ancillary facilities Northern Cape: Facilities for ultimately approx 4,500 students with Stage 1 for 1,500 students, including general lecture theatres, seminar rooms, laboratories (if confirmed), and other academic facilities as well as residence accommodation for approx 80% of students on campus, 1 multi purpose sports field, academic and administration offices, security, IT backbone, ancillary facilities
To be read in conjunction with the following documents: 1. Final Report on the Establishment of New Universities in the Northern Cape and Mpumalanga Provinces
Phase 1 Planning & Design - comprises 1. Feasibility Assessment of potential sites within NC & MP based on the Academic Architecture and political direction provided by DHET 2. Support to DHET in the determination and finalisation of the Academic Architecture & operational requirements for the 2 universities, including specialist studies as requested by DHET. 3. Feasibility Assessment (including specialist studies) of selected sites in MP & NC including: a. Bulk services assessments (requirements, costs, timelines for delivery, funding sources) b. Socio Economic Impact assessment (impact on local economy & community, job creation, upstream/down stream benefits, multiplier effects etc.) c. Land assembly (cost, timeline, conditions & constraints) d. Environmental Assessment Report (including environmental approval route, specialist studies required, time lines & costs) 4. Spatial Development Frameworks for MP & NC (including regional context, scoping, proposed Stage 1 development and long term spatial plan) 5. Concept design for Stage 1 University Development (architectural in terms of space norms, updating of Spatial Development Frameworks, infrastructure (earthworks, roads, water, sewers, electricity supply, IT etc) 6. Preliminary design of some elements of Stage 1 as agreed with DHET 7. Implementation Plan for the further development and roll out for both universities including scope of work, deliverables, timelines, costs and cashflows, compilation of specialist studies and design work done to date.

WC No.	Work Component / Deliverables	Period
	DHET Work Components	
1	Identify, confirm and prepare the Seat and possible sites of delivery for the 2 new Universities Deliverables: Identified seat and sites of delivery	Nov 11-Jan 12
1.1	Analyse reports from the Technical task teams and presentations of the	Done
1.2	Compile list of possible sites per province to be visited in November	In Prog
1.3	Mpumalanga	
1.3.1	Engage with the MP province and premier	Nov-11
1.3.2	Determine state land available from public works	
1.3.3	Expedite the upgrading of Ndebele college operational in 2013 for teacher	Jan-12
1.3.4	Engage with UJ to be ready for offering in 2013	
1.3.5	Nominate the seat and possible site(s) of delivery	
1.4	Northern Cape	Nov-Dec 11
1.4.1	Engage with De Beers with regard to offered land in Kimberley	
1.4.2	Determine seat and possible site(s) of delivery: Kimberley, Upington, Kuruman,	
1.4.3	Arrange the purchasing and legal aspects of the transfer of the title deeds.	
1.5	Conduct site visits to MP and NC with the Project Management team	Nov-Dec 11

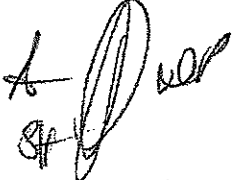
Handwritten signatures and initials, including a large signature and several smaller initials, are present in the bottom right corner of the page.

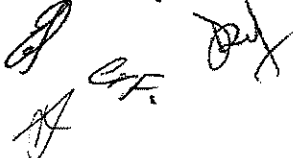
WC No.	Work Component / Deliverables	Period
5.5	Develop a PQM with a phase in approach depending on the sites of delivery identified, for engagement with the new interim Council	Jan-12
5.6	Incorporate CHE advise in Planning process	Jan-12
5.7	Identify offering arrangements with existing providers for continuation of academic quality whilst PQM clearance is provided	Jan - Dec 12

W00	Wits Work Components/Deliverables	Period	Cost
	General Costs - refer to Control Budget		9,950,000
	Contingency - refer to Control Budget		6,007,500
W01	Project Management	Nov 11 to Sept 12	
W01.1	Project manager appointed	Nov-Dec 11	
W01.1.1	MoA in place between DHET and WITS		
W01.1.2	Project manager appointed		
W01.1.3	Project Management team established		
W02	Feasibility Stage	Nov 11 to June 12	6,451,054
W02.1	Sites assessed in Northern Cape & Mpumalanga		
W02.1.1	Possible sites assessed in Northern Cape		
W02.1.2	Possible sites Assessed in Mpumalanga		
W02.1.3	Specialist studies to narrow down selection of sites		
W02.2	Feasibility studies undertaken for proposed seats	Feb 12 to April 12	
W02.2.1	Feasibility studies undertaken for proposed seat & sites Northern Cape		
W02.2.2	Feasibility studies undertaken for proposed seat & sites Mpumalanga		
W02.3	University Seats and sites confirmed	April - June 12	
W02.3.1	University Seat and sites confirmed in Mpumalanga		
W02.3.2	University Seat and sites confirmed in Northern Cape		
W02.4	Spatial Development Frameworks prepared	April - June 12	
W02.4.1	Version 1 Spatial Development Framework Northern Cape prepared		
W02.4.2	Version 1 Spatial Development Framework Mpumalanga prepared		
W02.5	Inputs for Ministers Announcement Compiled	June - July 12	
	Academic Architecture scope for NC & MP		
	Sites for Seats and rationale confirmed for NC & MP		
	Scoping Studies and Spatial Development Framework outlines prepared for NC & MP		
	Social Economic impact reports for NC & MP		
	Land availability confirmed for NC & MP seats		
W03	Design Stage		17,038,271
W03.1	Concept/Preliminary Design & Costing for Stage 1 University Development prepared	June - Sept 12	
W03.1.1	Concept/Preliminary Design & Costing for Stage 1 Northern Cape University Development prepared		
W03.1.2	Concept/Preliminary Design & Costing for Stage 1 Mpumalanga University Development prepared		
W04	Implementation Plan for further development and roll out of the Universities	July - Sept 12	10,553,175
W04.1	Implementation Plan for Northern Cape University prepared		
W04.2	Implementation Plan for Mpumalanga University prepared		
		Total	50,000,000.00



 LVR





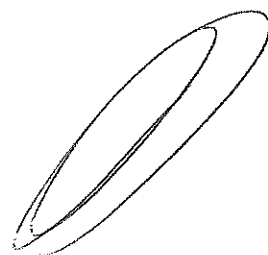
 CF

No.	Specialist Discipline	Estimated % Level of Effort	Estimated Cost Based on LOE and Disbursements & VAT	Summary of Deliverables	Feasibility Stage	Design Stage	Implementation Phase	Check Total	Feasibility Stage	Design Stage	Implementation Phase
S13	Geotechnical Engineer	3.00%	1,021,275	Terrain appraisal and preliminary geotechnical assessment of short listed sites & detailed geotechnical assessment of target sites selected	10%	40%	80%	100%	102,127.50	408,510.00	510,637.50
S14	Land & Topographical Surveyor	3.00%	1,021,275	Detailed survey and digital model of target sites selected, including contoured orthophotos if required	10%	50%	40%	100%	102,127.50	510,637.50	408,510.00
S15	GIS Specialist	3.00%	1,021,275	Preparation and management of digital plans/overlays library	10%	70%	20%	100%	102,127.50	714,892.50	204,255.00
S16	Procurement Specialist	1.50%	510,638	Development with the Project Manager of the procurement strategy for the appointment of design team and proposed procurements for phase 2 (Design) & Phase B Construction	30%	20%	50%	100%	153,191.25	102,127.50	255,318.75
S17	Green Buildings Engineer	3.00%	1,021,275	Assessment and specifications for green building parameters specialist input to architect & engineers		70%	30%	100%	-	714,892.50	306,382.50
S18	Transportation Engineer	2.50%	851,063	1. Assessment of transportation (accessibility) issues for possible sites and 2. Detailed assessment of target sites selected providing inputs to Spatial Planner and Civil Engineer	30%	60%	10%	100%	255,318.75	510,637.50	85,106.25
S19	IT Bulk (WAN) Network Architect	3.00%	1,021,275	1. Confirmation of bulk services required, capacity of existing services, integration & upgrade costs (if required) 2. Confirmation of internal/connector services required, capacity of existing services, integration & upgrade costs (if required)	30%	60%	30%	100%	306,382.50	612,765.00	102,127.50
S20	Property & Accommodation Specialist	1.50%	510,638	Assessment of existing housing capacity within the target sites and of required type, quantity of student housing required for spatial planning, prelim design and costing	10%	70%	20%	100%	51,063.75	357,446.25	302,127.50
S21	Electronics Engineer	1.50%	510,638	Specification of Access control, Alarm systems, CCTV and costing	10%	70%	20%	100%	51,063.75	357,446.25	102,127.50
S22	IT LAN & Servers Designer	1.00%	340,425	Specification of LAN, Telephone system, internal networks, wireless, etc. and costing, including bench marking best practice	10%	50%	40%	100%	34,042.50	170,212.50	186,170.00
S23	Fire Specialist	1.00%	340,425	1. Confirmation of bulk services required, capacity of existing services, integration & upgrade costs (if required) 2. Confirmation of specifications required, inputs to architect and civil engineer		50%	50%	100%	-	170,212.50	170,212.50
S24	Occupation Health & Safety Specialist	1.00%	340,425	Analysis of plans and proposed OHS strategy for phase 2		50%	50%	100%	-	170,212.50	170,212.50
S25	Facilities & Building Management Specialist	1.00%	340,425	Confirmation of specifications required, inputs to architect, electrical and mechanical engineers		50%	50%	100%	-	170,212.50	170,212.50
S26	Audio Visual	0.50%	170,213	Confirmation of specifications required, inputs to architect		50%	50%	100%	-	85,106.25	85,106.25
S27	Solid Waste	1.00%	340,425	1. Confirmation of bulk services required, capacity of existing services, integration & upgrade costs (if required), recycling, including benchmarking 2. Confirmation of specifications required, inputs to spatial planner and civil engineer	10%	60%	30%	100%	34,042.50	204,255.00	102,127.50
S28	Landscape Architect	1.50%	510,638	Strategic proposals for hard & soft landscaping development in phase 2		50%	50%	100%	-	255,318.75	255,318.75
S29	Specialist studies to define the academic architecture operational requirements (HR, Finance, Student Administration systems, etc. of both institutions)	4.50%	1,581,912	As required by DHET	30%	70%		100%	458,573.75	1,072,338.75	-
	Total	100.00%	34,042,500				Total per Phase		6,451,853.75	17,038,271.25	10,553,175.00

A collection of handwritten signatures and initials in black ink, including a large signature at the top, several smaller initials like 'SH', 'LVR', 'CF', and 'JP' scattered below, and a signature at the bottom.

APPENDIX 2

b/ SA
Dex



LVR
E
RT
VOP
Dex

ESTABLISHING THE NEW UNIVERSITIES

Work Plan

Objective
Phase 1 comprises: Mpumalanga - to be defined e.g. Facilities for 3000 students, including general lecture theatres, seminar rooms, Laboratories, accommodation for 500 students on campus, 1 multi purpose sports field, academic and administration offices, security, IT backbone, ancillary facilities Northern Cape: to be defined
To be read in conjunction with the following documents: 1. Management and Implementation Plan 2. MOA between DHET & Wits 3. Terms of Reference Project Management Team 4. Final Report on the Establishment of New Universities in the Northern Cape and Mpumalanga Provinces

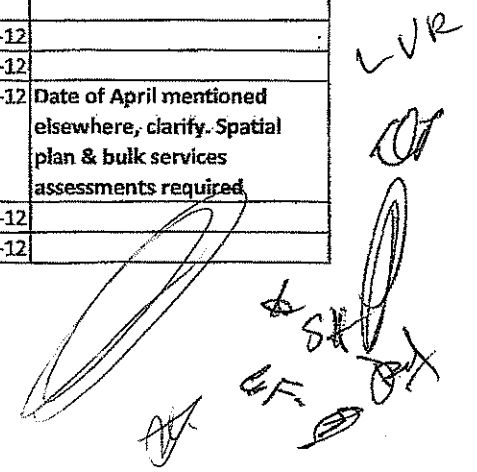
No.	Work Component / Deliverable /Activity	Resp	Period	Comments
1	Identify, confirm and prepare the Seat and possible sites of delivery for the 2 new Universities Deliverables: Identified seat and sites of delivery		Nov 11-Jan 12	done
1.1	Analyse reports from the Technical task teams and presentations of the stakeholders	Dr E v Staden	Done	done
1.2	Compile list of possible sites per province to be visited in November	Dr E v Staden	In Prog	Done
1.3	Mpumalanga			
1.3.1	Engage with the MP province and premier	Dr Parker Mr Makgoba Ms Swart	Nov-11	Ministerial letter written to request a meeting
1.3.2	Determine state land available from public works	Shai Makgoba		in process
1.3.3	Expedite the upgrading of Ndebele college operational in 2013 for teacher education Foundation, phase programmes	Dr D Parker	Jan-12	approval granted to the NIHE to utilise unspent funds and repriorise the Strat plan and budget R 30m allocated
1.3.4	Engage with UJ to be ready for offering in 2013	Dr D Parker		done
1.3.5	Nominate the seat and possible site(s) of delivery	Dr D Parker		tbd
1.4	Northern Cape		Nov-Dec 11	
1.4.1	Engage with De Beers with regard to offered land in Kimberley			tbd
1.4.2	Determine seat and possible site(s) of delivery: Kimberley, Upington, Kuruman, De Aar			tbd
1.4.3	Arrange the purchasing and legal aspects of the transfer of the title deeds.			tbd
1.5	Conduct site visits to MP and NC with the Project Management team	Dr E v Staden	Nov-Dec 11	NC - 1/2 Dec or 5/6 Dec
1.6	Conduct an environment assessment and economic impact on chosen sites of delivery	PMT	Dec 11-Feb 12	Too short for environmental & economic assessments
1.7	Nominate seat(s) of new universities based on impact studies		Feb-12	Too short for environmental assessments
1.7.1	Secure the land;			
1.8	Prepare tenders for developing of land / buildings	PMT	Feb-Dec 12	Can only commence in June 12 once urban planning done and design done
1.9	Zoning and servicing of land	PMT	Feb-Dec 12	Can only commence after urban plan done

LUR
KOP
[Handwritten signatures]

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
1.9.1	Bulk Services - water/reticulation /earthworks / electricity / power supply / transport / waste management	PMT	Feb-Dec 12	Services can only commence after EIA & design & budget confirmation done
2	Appoint a Project management team and Project manager Deliverable: Project management team (WITS) and project manager (DHET) appointed			
2.1	Draft Terms of Reference for Project management team	Ms D de Klerk	Sep-11	done
2.2	Prepare and submit submission to Minister to appoint an expert team from WITS	Dr E van Staden	Sep-11	done
2.3	MoU between DHET and WITS	Dr Parker	In Prog	in process
2.4	Engage with UJ and UP for additional expertise	Dr Parker	Sep-11	tbd if necessary
2.5	Identify appropriate person as a DHET Project manager (in DHET)	Dr E v Staden/ Parker	Sep-11	in process see 2.8
2.6	Appoint Project management team	Dr D Parker	Oct-11	Nov-11
2.7	Conduct a meeting with Project management Team with specific focus on environmental assessment/ economic impact and spatial development of all identified sites	Dr D Parker	Nov-11	done
2.8	Appoint DHET Project manager	Dr D Parker	Oct-11	in process
3	Obtain funding for infrastructure development Deliverable: funding for initiation of the universities as well as development of infrastructure			tbd
3.1	Prepare and submit submission to minister regarding the PIC process	Mr Makgoba	Sep-11	done
3.2	Draft letter to Minister of Finance requesting an engagement for funding	Mr Makgoba	Sep-11	done
3.3	Arrange meeting with CFO regarding exploration of possible avenues to follow to obtain additional funding	Ms B Swart	Sep-11	tbd
3.4	Engage with National Treasury to seek advise indicating insufficient funding from the MTEF bids	Mr Makgoba	Nov-11	done
3.5	Identify and engage with various funders to secure additional funding	Mr Makgoba	Oct 11 - Feb 12	Funding confirmation key risk
4	Gazette the announcement of the seat (s) of the New Universities Deliverable: Promulgation of the new universities Note see Work Component 8 for additional details			tbd
4.1	Finalize the role of NIHE - continuation or termination; facilities and staff through an engagement	Dr D Parker / Ms P Whittle	Jan-12	tbd
4.2	Advise the minister of amendment to the HE Act in case dissolving of NIHE	Ms P Whittle	Feb-12	tbd
4.3	Identify, approach and approve members of interim Council - submission to Minister	Ms P Whittle	Jan-12	tbd
4.4	Prepare notice in the Gazette indicating the name, type of institution, date of establishment, physical location and official address	Ms P Whittle	Feb-12	Contingent on zoning/EIA requirements and acquisition
4.5	Prepare a published notice for the daily newspapers of applicable area.	Ms P Whittle	Feb-12	tbd

Handwritten signatures and initials are present at the bottom right of the page, including a large signature that appears to be "LVR" and other initials like "SH" and "ET".

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
5	Develop the academic architecture of the new Universities Deliverable: PQM architect in line with the institutional type, mode of offering and site of delivery			
5.1	Write submission to minister requesting advice from the CHE regarding the recommendations in the consolidated report –for final submission in Nov	Ms D de Klerk	Sep-11	done - waiting for advice
5.2	Conduct an analysis on the concept of a University college after obtaining the political view	Mr J Lephatale	Sep-11	in process
5.3	Motivate and adopt the concept of a Comprehensive University understanding that the initial programmes should be UoT type programmes	Dr E v Staden	Oct-11	tbd
5.4	Identify anchor programmes to indicate the institutions “modest beginning” which is not cost intensive, vocational or professional in identified study fields as suggested by the IT.	Dr E v Staden / Ms v Rensburg	Jan-12	tbd
5.5	Develop a PQM with a phase in approach depending on the sites of delivery identified, for engagement with the new interim Council	Dr E van Staden	Jan-12	tbd
5.6	Incorporate CHE advise in Planning process	Dr E van Staden	Jan-12	tbd
5.7	Identify offering arrangements with existing providers for continuation of academic quality whilst PQM clearance is provided	Ms v Rensburg	Jan - Dec 12	tbd
6	Spatial Requirements confirmed - campus size, facilities, infrastructure and phasing require	PMT	Jan-12	
6.1	Facilities required and phasing confirmed			
6.2	Bulk, connector and internal infrastructure requirements confirmed		Feb-12	Likely to take longer to assess
6.3	Teaching facilities and phasing confirmed		Jan-12	
6.4	Administration facilities and phasing confirmed		Jan-12	
6.5	Accommodation (staff & student) and phasing confirmed		Jan-12	
6.6	Recreational facilities and phasing confirmed		Jan-12	
6.7	Ancillary facilities and phasing confirmed		Jan-12	
7	Site Confirmed and Acquired - which meets the space requirements		Feb-12	Likely to take longer to negotiate
7.1	Mpumalanga			
7.1.1	Site assessment of each site undertaken to confirm suitability feasibility, availability.		Feb-12	Likely to take longer see detailed timelines
7.1.2	Site acquisition strategy confirmed		Feb-12	
7.1.3	Site confirmed for acquisition		Mar-12	
7.1.4	Site acquired		May-12	
7.2	Northern Cape			
7.2.1	Site assessment of each site undertaken to confirm suitability feasibility, availability.		Feb-12	Likely to take longer see detailed timelines
7.2.2	Site acquisition strategy confirmed		Feb-12	
7.2.3	Site confirmed for acquisition		Mar-12	
7.2.4	Site acquired		May-12	
8	Announcement by Minister - announcing the new university/ies including the location, phase 1 size and initial academic focus		Jun-12	Date of April mentioned elsewhere, clarify. Spatial plan & bulk services assessments required
8.1	Confirmation of site/s		Mar-12	
8.2	General academic scope		Feb-12	

LVR


No.	Work Component / Deliverable /Activity	Resp	Period	Comments
8.3	Preliminary spatial framework		Apr-12	
8.4	Social economic impact assessment		Mar-12	
8.5	Communication Plan for announcement (where, when how, who involved, etc.)		Apr-12	
9	Bulk Infrastructure requirements confirmed - all required bulk infrastructure is in place to service the site		Mar-12	
9.1	Appoint Civil Engineer for assessment of roads, stormwater, sewers, solid waste		Jan-12	
9.1.1	Prepare TOR & procurement document			
9.1.2	Obtain tender quotes			
9.1.3	Select and appoint Service Provider			
9.1.4	Receive services report incl costing			
9.1.5	Approve services report		Mar-12	
9.1.6	Sign off contract			
9.2	Appoint Electrical Engineer for assessment of bulk electricity		Jan-12	
9.2.1	Prepare TOR & procurement document			
9.2.2	Obtain tender quotes			
9.2.3	Select and appoint Service Provider			
9.2.4	Receive services report incl costing			
9.2.5	Approve services report		Mar-12	
9.2.6	Sign off contract			
9.3	Appoint IT Infrastructure Specialist for assessment of IT Backbone		Jan-12	
9.3.1	Prepare TOR & procurement document			
9.3.2	Obtain tender quotes			
9.3.3	Select and appoint Service Provider			
9.3.4	Receive services report incl costing			
9.3.5	Approve services report		Mar-12	
9.3.6	Sign off contract			
9.4	Bulk services (road access, stormwater, bulk electricity, water, sanitation, solid waste, IT backbone etc.) specified & costed		Jun-12	
9.4.1	Road access			
9.4.2	Stormwater			
9.4.3	Bulk Electricity			
9.4.4	Bulk Water			
9.4.5	Sanitation			
9.4.6	Solid Waste			
9.4.7	IT Backbone			
10	Spatial Planning & Design Team Appointed - Urban & Town Planning, Architect/s, Structural Eng, Civil Eng, Electrical Eng, Mech Eng, Quantity Surveyor, OHS		Jan-Mar 12	
10.1	Mpumalanga			
10.1.1	Spatial Development framework including a Campus Master Plan		Jan 12-Apr 12	
10.1.1.1	Prepare TOR & procurement document		Jan-12	
10.1.1.2	Appointment of Urban Planner			
10.1.1.3	Briefing			
10.1.1.4	Concept			
10.1.1.5	Approval			
10.1.1.6	Detailed plan			
10.1.1.7	Approval		Apr-12	
10.1.2	Zoning Approval			Risk if complicated rezoning required
10.1.2.1	Assess zoning requirements		Feb-12	

LVR

Handwritten signatures and initials are present at the bottom right of the page, including a large signature that appears to be 'LVR' and several other initials and scribbles.

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
10.1.2.2	Consultation with zoning authorities			
10.1.2.3	Prepare rezoning application if required			
10.1.2.4	Rezoning advertisement and process			
10.1.2.5	Approval of rezoning		tbc	
10.1.3	Environmental Approval			Risk if basic assessment or full EIA needed
10.1.3.1	Prepare TOR & procurement document		Jan-12	
10.1.3.2	Appoint Service Provider		Feb-12	
10.1.3.3	Assessment of impact of project and likely environmental approval requirements and timeframe		Mar-12	
10.1.3.4	Prepare EIA application if required		tbc	
10.1.3.5	Facilitate environmental approval process			
10.1.3.6	Facilitate environmental consultation process			
10.1.3.7	Environmental approval obtained			Dec 12 if Basic Assessment Required
10.1.4	Economic Impact Assessment			
10.1.4.1	Prepare TOR & procurement document		Jan-12	
10.1.4.2	Appoint Service Provider			
10.1.4.3	Receive assessment report			
10.1.4.4	Approval assessment report		Mar-12	
10.1.5	Design & Construction		Jun 12 - Dec 13	
10.1.4.1	Appoint Professional Team			
10.1.4.2	Prepare TOR & procurement documents for design team			
10.1.4.3	Obtain tender quotes			
10.1.4.4	Select and appoint Service Providers			
10.1.4.5	Brief Design Team			
10.1.4.6	Concept Stage			
10.1.4.7	Concept Design & Costing			
10.1.4.8	Receive concept design report			
10.1.4.9	Approve concept design report			
10.1.4.10	Preliminary Design Stage			
10.1.4.11	Preliminary Design & Costing			
10.1.4.12	Receive Preliminary Design Report			
10.1.4.13	Approve Preliminary Design Report			
10.1.4.14	Detailed Design Stage			
10.1.4.15	Detailed Design & Costing			
10.1.4.16	Receive Detailed Design Report			
10.1.4.17	Approve Detailed Design Report			
10.1.4.18	Construction Drawings Stage			
10.1.4.19	Prepare construction drawings			
10.1.4.20	Approval of construction drawings			
10.1.4.21	Construction Tender Stage			
10.1.4.22	Prepare tender documents			
10.1.4.23	Prepare tender drawings			
10.1.4.24	Approval of Tender Documents			
10.1.4.25	Advertise tenders			
10.1.4.26	Tender close			
10.1.4.27	Adjudication and tender award			
10.1.4.28	Construction Stage			
10.1.4.29	Construction site establishment			
10.1.4.30	Construction			
10.1.4.31	Commissioning Stage			
10.1.4.32	Inspection			
10.1.4.33	Rectification			
10.1.4.34	Approval for hand over			
10.1.4.35	Handover Stage			
10.1.4.36	Hand over to facilities manager			

LVR

OP





Handwritten signature and initials

Handwritten initials

Handwritten initials

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
10.1.4.37	Maintenance period Stage			
10.1.4.38	Inspection at end of maintenance period			
10.1.4.39	Rectification			
10.1.4.40	Completion report			
10.1.4.41	Contract Close out			
10.2	Northern Cape			
10.2.1	Spatial Development framework including a Campus master plan		Apr-12	
	Prepare TOR & procurement document		Jan-12	
10.2.1.1	Appointment of Urban Planner			
10.2.1.2	Briefing			
10.2.1.3	Concept			
10.2.1.4	Approval			
10.2.1.5	Detailed plan			
10.2.1.6	Approval		Apr-12	
10.2.2	Zoning Approval			
10.2.2.1	Assess zoning requirements		Feb-12	
10.2.2.2	Consultation with zoning authorities			
10.2.2.3	Prepare rezoning application if required			
10.2.2.4	Rezoning advertisement and process			
10.2.2.5	Approval of rezoning		tbc	
10.2.3	Environmental Approval			Risk if basic assessment or EIA required
10.2.3.2	Prepare TOR & procurement document		Jan-12	
10.2.3.3	Appoint Service Provider		Feb-12	
10.2.3.4	Assessment of impact of project and likely environmental approval requirements and timeframe		Mar-12	
10.2.3.5	Prepare EIA application if required		tbc	
10.2.3.6	Facilitate environmental approval process			
10.2.3.7	Facilitate environmental consultation process			
10.2.3.8	Environmental approval obtained		Dec 12 if Basic Assessment Required	
10.2.4	Economic Impact Assessment			
10.2.4.1	Prepare TOR & procurement document		Jan-12	
10.2.4.2	Appoint Service Provider			
10.2.4.3	Receive assessment report			
10.2.4.4	Approval assessment report		Mar-12	
10.2.4	Design & Construction		Jun 12 - Dec 13	
10.2.4.1	Appoint Professional Team			
10.2.4.2	Prepare TOR & procurement documents for design team			
10.2.4.3	Obtain tender quotes			
10.2.4.4	Select and appoint Service Providers			
10.2.4.5	Brief Design Team			
10.2.4.6	Concept Stage			
10.2.4.7	Concept Design & Costing			
10.2.4.8	Receive concept design report			
10.2.4.9	Approve concept design report			
10.2.4.10	Preliminary Design Stage			
10.2.4.11	Preliminary Design & Costing			
10.2.4.12	Receive Preliminary Design Report			
10.2.4.13	Approve Preliminary Design Report			
10.2.4.14	Detailed Design Stage			
10.2.4.15	Detailed Design & Costing			
10.2.4.16	Receive Detailed Design Report			
10.2.4.17	Approve Detailed Design Report			
10.2.4.18	Construction Drawings Stage			
10.2.4.19	Prepare construction drawings			

LVR

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
10.2.4.20	Approval of construction drawings			
10.2.4.21	Construction Tender Stage			
10.2.4.22	Prepare tender documents			
10.2.4.23	Prepare tender drawings			
10.2.4.24	Approval of Tender Documents			
10.2.4.25	Advertise tenders			
10.2.4.26	Tender close			
10.2.4.27	Adjudication and tender award			
10.2.4.28	Construction Stage			
10.2.4.29	Construction site establishment			
10.2.4.30	Construction			
10.2.4.31	Commissioning Stage			
10.2.4.32	Inspection			
10.2.4.33	Rectification			
10.2.4.34	Approval for hand over			
10.2.4.35	Handover Stage			
10.2.4.36	Hand over to facilities manager			
10.2.4.37	Maintenance period Stage			
10.2.4.38	Inspection at end of maintenance period			
10.2.4.39	Rectification			
10.2.4.40	Completion report			
10.2.4.41	Contract Close out			
11	Capex Funding for Spatial Development confirmed - for earthworks, infrastructure (bulk, connector and internal), buildings, facilities, accommodation (staff & student) IT connectivity etc.			to be confirmed
11.1	Phasing of site development confirmed			
11.2	Development costs, phasing and cash flow estimated			
11.3	Funding for each bulk service confirmed			
11.4	Delivery date for each bulk service confirmed			
11.5	Bulk services Implementation Plan confirmed			
11.6	Facilities funding confirmed for the on campus development			
12	Capex Development Programme - establishment and implementation of Capex Development Programme including governance structure, Project Management Office, Programme Implementation Plan		Mar-12	
12.1	Capex Programme Implementation Plan (CAPEX PIP) confirmed			
12.2	Governance structure confirmed			
12.3	Project Management Office established			
12.4	Project Management team appointed			
12.5	Capex programme implemented in terms of the CAPEX PIP			
12.6	Monthly Progress reporting			
13	Operational Requirements confirmed - academic & administrative staffing, financial system, HR system, student administration, academic programmes, student housing administration, security, IT, etc.			
13.1	Institutional leadership and academic staffing and phasing confirmed			
13.2	Administration staff requirements confirmed			
13.3	HR System confirmed			
13.4	Student Administration system confirmed			

LUK

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
13.5	Student housing administration system confirmed			
13.6	Security and IT systems confirmed			
14	Operational Budget confirmed - covering all operational requirements			
14.1	Annual and 5 year Operational budget and phasing specified Operational budget confirmed			
15	Operational Development Programme - establishment and implemented including academic & administrative staffing, financial system, HR system, student administration, academic programmes, student housing administration, security, IT, etc.			
15.1	Operational Programme Implementation Plan (OPEX PIP) confirmed			
15.2	Governance structure confirmed			
15.3	Project Management Office established			
15.4	Project Management team appointed			
15.5	Capex programme implemented in terms of the PIP			
16	Fully Functional Phase 1 of University - comprising Phase 1 of facilities and of staffing and operational systems		Jan-14	

* SH P
 G.F. P
 J. WOP

OR LVR

**ANNEXURE "B" – AMENDMENT TO MEMORANDUM OF AGREEMENT – DHET AND WITS-
MOTIVATION AND APPROVAL**

APPROVAL NO: CA01

EXTENSION OF DURATION –

**DHET-WITS AGREEMENT- ON THE INFRASTRUCTURE PLANNING AND DELIVERY
PROPOSALS FOR TWO ENVISAGED UNIVERSITIES IN THE NORTHERN CAPE AND
MPUMALANGA**

1. PURPOSE

The purpose of this approval is to extend the duration of the agreement between the Department of Higher Education and the University of Witwatersrand, Johannesburg from 30 November 2012 to 31 March 2013 in order to allow for completion of key deliverables of the Agreement.

2. BACKGROUND

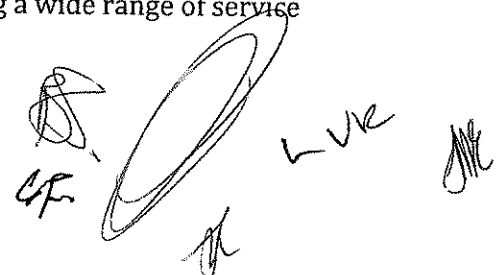
2.1. The Department of Higher Education and Training (DHET) and the University of Witwatersrand, Johannesburg, (Wits) have entered into an agreement for a first phase of the infrastructure and academic planning for the two new universities in the Northern Cape and Mpumalanga.

2.2. The existing agreement has a termination date defined as 30 November 2012 or the submission of the final audited report, whichever occurs last.

2.3. There is a need to extend this termination date to allow for full completion of the deliverables set out in Clause 6 including a draft implementation plan for the establishment of the two Universities together with a communication plan enabling promulgation of the seats of the respective Universities by the DHET.

3. MOTIVATION

3.1. Wits has established a Project Management Team (PMT) to facilitate the planning, design and implementation of the new universities comprising a wide range of service



providers, including project management, built environment professionals, academic and institutional set-up experts to deliver the academic, institutional and spatial requirements for the new universities.

3.2. Wits has already delivered as a key milestone the Feasibility reports for both universities, which provide the scope, costs and timetables for delivery of the new universities.

3.3. It is envisaged that outstanding issues will be finalised by late January or early February 2013, enabling the communication plan and promulgation of the seats of the respective Universities by the DHET.

4. RECOMMENDATIONS

4.1. It is recommended that the duration of the current agreement between DHET and Wits is extended to 31 March 2013 in order to enable completion of the Phase 1 deliverables set out in Clause 6 of the agreement.

5. APPROVAL

1. 

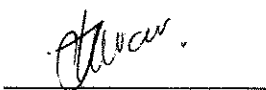
2. 




MR. GWEBINKUNDLA QONDE

For and on behalf of The Department of Higher Education and Training duly authorised thereto

AS WITNESSES

1. 

2. 



PROFESSOR LOYISO NONGXA

For and on behalf of The University of the Witwatersrand, Johannesburg duly authorised thereto

