MEMORANDUM OF UNDERSTANDING

Between

THE MORAL REGENERATION MOVEMENT

Registration Number: 2003/003714/08
A section 21 company incorporated under the Companies Act, 1973 (Act 62 of 1973),
Herein duly represented by the Chairperson the Moral Regeneration Movement)

(Hereinafter referred to as “the MRM”)

AND

THE UNIVERSITY OF SOUTH AFRICA

A public higher education institution duly established in terms of section 20(4) of the Higher Education Act, Act 101 of 1997
Herein represented by Vice Principal: Teaching, Learning, Community Engagement and Student Support duly authorised thereto

(Hereinafter referred to as “UNISA”)
PREAMBLE

A. MORAL REGENERATION MOVEMENT

WHEREAS the MRM was launched as a primary movement whose mandate is to be a networking platform for enhancing all existing initiatives and processes aimed at combating moral decay.

The structures put in place to facilitate the work of MRM aim primarily at encouraging and facilitating network responses and partnerships from every sector of society in the quest for transformation of society and the restoration of its moral fibre. The network promotes local action and commitment from various networking forums comprising provincial and local government, faith-based organisations, business, labour, traditional leaders, youth, the media and various community structures;

AND WHEREAS the objective of the MRM is to assist in the development of a caring society through the revival of the spirit of Ubuntu, which underpins our democracy as well as the actualization of the values enshrined in the Constitution, in particular, the affirmation that human beings are born free with equal dignity;

AND WHEREAS the MRM seek to form partnership with UNISA

B. UNIVERSITY OF SOUTH AFRICA

AND WHEREAS UNISA is a distance learning public institution of higher education, established under Higher Education Act, Act 101 of 1997;

WHEREAS it is common cause that the vision of UNISA is towards the African university in the service of humanity;

AND WHEREAS it is common cause also that the mission of Unisa is a comprehensive, open distance learning institution that produces excellent scholarship and research, provides quality
tuition and fosters active community engagement, guided by the principles of lifelong learning, student centeredness, innovation and creativity.

1. DEFINITIONS

1.1 “MoU” means this Memorandum of Understanding concluded between the Parties;

1.2 “MRM” means the Moral Regeneration Movement;

1.3 “Parties” means the MRM and UNISA when referred to collectively in this MoU;

1.4 “UNISA” means the University of South Africa and reference to UNISA is also made to its School of Governance;

2. TERM

Notwithstanding the date of signature hereof, this MoU shall serve as an undertaking by the parties to be committed as partners in project(s), initiatives and programmes in support of the MRM’s mandate. The term of the MoU for the avoidance of doubt shall be for a period of three (3) years Renewable.

3. AREAS OF POSSIBLE COLLABORATION

3.1 This MoU does not constitute a legally binding document on the part of either Party. It reflects a desire on the part of both Parties to collaborate in the areas outlined below in terms of an arrangement satisfactory to the Parties.

3.2 To hold jointly public lecture series on subjects of mutual interest;

3.3 To undertake collaborative research, teaching and learning and share results. Such sharing should contribute towards enhancing the capacity of both Parties;

3.4 It is therefore recorded that this MoU between the Parties will serve as a broad and general commitment to support initiatives and programmes of the MRM with UNISA providing academic research on Ethical Leadership and governance.
3.5 It is recorded further that UNISA undertakes to develop programmes on Ethics and Value-driven Leadership for Local Government and Community Leaders. The programmes are designed to remain for a period of 3-5 years post the local government elections;

3.6 It is recorded further that the Parties will hold National and Provincial dialogues on issues of ethical leadership with emphasis on issues that affect the local government and service delivery;

3.7 The focus if the collaboration will be to jointly establish a Certificate/Diploma programme on Ethics and Value-driven Leadership;

3.8 It is recorded that annual consultations shall be held between UNISA representatives and the MRM representatives on a date and time agreed by the parties in writing, whereby the campaigns and initiatives shall be evaluated and assessed to ensure an ongoing commitment in this regard. A written report noting the minutes and decisions taken in this consultation shall be submitted to the respective Principals of the parties on an annual basis, no later than sixty (60) days subsequent to each campaign, programme and/or initiative.

4. PRIMARY CONTACTS

4.1 UNISA shall appoint a Project Leader, who shall co-ordinate and facilitate communication between UNISA and MRM in respect of project(s) entered into by the Parties in terms of this MoU;

4.2 The MRM shall appoint a Project Leader, who shall co-ordinate and facilitate communication between UNISA and MRM in respect of project(s) entered into by the Parties in terms of this MoU.

4.3 Representatives of the Parties may change from time to time and notice to this effect to be communicated in writing within a fortnight.
5. FUNDING

Funding for the joint series of public lectures, seminars and workshops will be shared by the parties. Where necessary they will conduct joint fundraising.

For training and research by Unisa on behalf of the MRM, Unisa will levy fees in terms of Unisa fee systems and structure and such fees will be paid by the MRM in terms of a separate service level agreement.

6. GOOD FAITH

6.1 The Parties entered into this MoU in good faith and undertake to co-operate and assist each other in all dealings with any other party that is necessary to achieve the purpose of this MoU.

6.2 The Parties undertake to do all such things and to sign all documents reasonably necessary to give effect to the implementation of this MoU.

7. CONFIDENTIALITY

7.1 Neither Party shall disclose to any third party, any confidential information relating to the provisions of this MoU including, the financial terms and conditions except

7.1.1 to the extent that it is necessary to comply with any law or valid court order; or

7.1.2 as part of such party's normal reporting or review procedures to its shareholders and/or auditors and/or its attorneys;

7.2 Notwithstanding the provisions of clause 8.1 below, the Parties shall not, at any time, during or after the term of this MoU, disclose to any person whatsoever any confidential information relating to the other Party or its business or trade secrets of which the other
Party has or may come into possession pursuant to the provisions of this MoU.

8. **GENERAL**

8.1 This MoU shall in all respects be subject to and construed and interpreted in accordance with the laws in force in the Republic of South Africa.

8.2 No Party shall have the right to assign or transfer any of its rights or obligations under this MoU, without the written consent of the other Party.

8.3 Nothing in this MoU shall be taken or construed as allowing any of the Parties to bind the other or act as a representative of the other, without that other Party’s prior written consent.

8.4 This MoU is the whole agreement between the Parties and supersedes all prior discussions, documents and negotiations and no amendment, variation, alteration or addition hereto shall be of any force or effect, unless reduced in writing and signed by the Parties.

8.5 The Parties indemnify each other against any claim, or liability that arises from a specific act or omission by the other Party, where this act or omission occurred within the scope of a jointly agreed activity and was not due to wilfulness or negligence.

8.6 Neither Party will hold the other Party liable in respect of any action taken by the Party based on information or recommendations made by the other, as the Parties retain the right to evaluate such information and make their own decisions in respect of their actions.

8.7 The Parties remain responsible for decisions that they make based upon any information provided, or recommendations made by the other Party, having regard to other related factors and information that the Parties may be aware of. The Parties consequently indemnify each other against any loss howsoever sustained arising from a specific act or omission occurred within the scope of the jointly agreed activity and was not due to wilfulness or negligence.
8.8 The ownership of all intellectual property shall remain with the Party that made such property available to, or provided access to such property, for any purpose whatsoever. Where new intellectual property is developed as a product of a mutual intervention, the ownership rights shall be agreed prior to the commencement of such intervention.

9. **WARRANTIES**

The Parties warrant that -

9.1 They hold and will obtain and maintain any and all such licenses, permits, approvals, authorisation, rights clearances, consents, exemptions, and registrations from any person, organisation, or authority as may be necessary to fulfil their obligations and warranties under this MoU for the term hereof;

9.2 In the exercise of their rights and obligations under this MoU, they shall ensure that all relevant laws, regulations, license authorisation, and permits are complied with;

9.3 All representations and warranties by them shall remain true and in force during the term of this MoU;

9.4 They are duly authorised to enter into this MoU and they are not bound by the provisions of any other MoU, which could adversely affect compliance with the terms and conditions of this MoU;

9.5 They shall not do anything that will be defamatory, injurious or in any way bring the reputation of the other Party into disrepute or expose the Parties to any action, claim or demand by any third party arising out of any intentional or negligent act or omission on the part of any of the Parties or its employees, or any other person(s) acting under its authority with regard to the provisions of this MoU.
10. BREACH

10.1 In the event that a Party (defaulting party), commits a breach of any of the terms of this MoU and fails to remedy such breach within a period of ten (10) business days after receipt of a written notice from the other Party (aggrieved party), requiring such breach to be remedied, the aggrieved party shall be entitled at its sole discretion, without prejudice to any other rights it may have in terms of this MoU, or in law, to claim specific performance of the terms of this agreement or to cancel this agreement forthwith and without further notice, claim and recover damages from the defaulting party.

11. DISPUTE RESOLUTION

11.1 If any dispute arises out of or in connection with this MoU or related thereto whether directly or indirectly, the Parties must refer the dispute for resolution firstly by way of negotiation and in the event of that failing, by way of mediation. The reference to negotiation is a precondition to the Parties having the dispute resolved by Mediation.

11.2 A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.

11.3 Within fourteen (14) business days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to the project managers appointed or designated in terms of clause 5 of this MoU for their negotiation and resolution of the dispute. The project managers shall be authorised to resolve the dispute.

11.4 Should the negotiations between the project managers fail to resolve the dispute within fourteen (14) business days, the Parties must refer the dispute for resolution by way of expedited mediation in accordance with the rules agreed upon by the Parties.

11.5 The periods for negotiation or mediation may be shortened or lengthened by written
agreement between the Parties.

12. DOMICILIA AND NOTICES

12.1 The Parties choose *domiciliacitandi et executandi* ("domicilia") for the purposes of giving any notice, the service of any process and for any other purpose arising from the MoU at their respective addresses as follows;

12.1.1 UNISA

The Legal Service Office
University of South Africa
OR Tambo Building 11-21
Preller Street
Muckleneuk Ridge
PRETORIA
Tel No: (012) 429 - 6904
Fax No: (012) 429 - 8902
Email: legal@unisa.ac.za

12.1.2 MRM

The Chief Operation Officer
Moral Regeneration Movement
7th Floor
Heerengracht Building
87 de Korte Street
Braamfontein
Tel. No.: (011) 403 - 3559
Fax No: (011) 403 - 3457  
Attention: Mr Seth Mazibuko  
Email: seth.mazibuko@mrm.org.za

12.2 Should any Party elect to deliver any items or document to the other Party by way of any postal service, courier or agent or electronic or mechanical or telecommunication means, then that item or document shall be deemed delivered, in the case of registered posting, within 7 (seven) business days of posting, in the case of courier delivery, on the same day as the couriers delivery note indicates such delivery took place, in the case of electronic, mechanical or telecommunications means, on the day that the relevant transmission report indicates such delivery took place, unless otherwise proved by the receiving Party.

12.3 Each Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this clause, provided that the change shall become effective on the fourteenth (14th) day after receipt of the notice by the addressee.
IN WITNESS WHEREOF the undersigned approve the terms and conditions of this Memorandum of Understanding.

On behalf of MRM (duly authorised)

Name : Father Smangaliso Mkhatshwa
Title : Chairperson
Signature : ______________________________

Witnesses
1: ______________________________
2: ______________________________

Signed at .........................on the.......................... day of ................. 2016.

On behalf of UNISA (duly authorised)

Name : Prof Gugu Moche
Title : Vice Principal: Teaching, Learning, Community Engagement and Student Support
Signature : ______________________________

Witnesses
1: ______________________________
2: ______________________________
Signed at ……………………..on the……………………… day of …………….. 2016.