STAFF STUDY BENEFITS

RECIPROCAL AGREEMENT

JULY 2024

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RECIPROCAL AGREEMENT

Entered into between the following THENSA Member institutions:

Cape Peninsula University of Technology (CPUT)

Central University of Technology, Free State (CUT)

Durban University of Technology (DUT)

Mangosuthu University of Technology (MUT)

Tshwane University of Technology (TUT)

Vaal University of Technology (VUT)

University of Mpumalanga (UMP)

Walter Sisulu University (WSU)

University of Venda (UNIVEN)

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1. RECORDAL

1.1. It is recorded that the parties –

1.1.1. wish to provide for various areas of reciprocity and cooperation to encourage staff members to take the opportunity to study at sister institutions in fields that are not offered at the particular staff member's institution; or alternatively, the study is such that the selected institution offers the best opportunity in terms of expertise, facilities, supervision, etc. which may be absent in their institution;

1.1.2. wish to provide opportunities to fulfil the requirements of skills development and employment equity legislation, which require the advancement and development of people from designated groups;

1.1.3. wish to provide opportunities for the enhancement and growth of the academic skills pool in line with national skills imperatives;

1.1.4. seek to ensure that cooperative structures and processes are in place pending the merging and incorporation of various higher education institutions;

1.1.5. seek to encourage the mutual recognition of academic courses and qualifications undertaken at their respective institutions;

1.1.6. wish to implement a mutually acceptable framework for cooperation and reciprocity between the **Technological Higher Education Network South Africa (THENSA) member institutions**; and

1.1.7. hereby record the terms and conditions of their agreement.

2. DEFINITIONS

For the purposes of this agreement, the following definitions will apply:

2.1. **Academic programme:** A formal, accredited master's or doctoral programme, accredited by the Council on Higher Education (CHE) and subsidised by the Department of Higher Education and Training (DHET), resulting in a qualification.

2.2. **Eligible Employee:** Full-time, permanent employees of an institution party to this agreement.

2.3. **Primary Institution:** The institution that employs an eligible employee applying for Master's or Doctoral studies at another THENSA institution.

2.4. **Receiving Institution:** The institution that admits an eligible employee of an institution which is party to this agreement for purposes of undertaking masters or doctoral studies.

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2.5. **THENSA Members:** Technology-focused public universities as listed on page 2 of this agreement.

2.6. **Student:** An eligible employee who qualifies under this agreement to study at a receiving institution that is party to this agreement

2.7. **Waiver:** Payment of tuition fees is waived.

3. PARTIES TO THIS AGREEMENT

The parties to this Agreement are the higher education institutions that are members of THENSA and wish to participate in it.

4. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to give effect to the intention of the parties to put in place a reciprocal arrangement in terms of which eligible employees of one institution (the primary institution") may be admitted to another institution ("the receiving institution"), for the purposes of undertaking master's or doctoral studies, whereby the tuition fees are waived.

5. APPLICABLE PRINCIPLES

The following principles will be applied:

5.1. Only persons who are eligible in terms of Clauses 2.1 and 2.2 may participate;

5.2 The student will receive a waiver of tuition fees from the receiving institution. All other related expenditures, such as accommodation, travel, books, laboratory fees, etc., are excluded. Refer to the Process Guidelines in **Appendix A**.

5.3 The tuition fee waiver is provided at the discretion of the receiving institution. It is subject to the student complying with the relevant admission requirements for the degree undertaken and complying with the prescribed process guidelines (see Appendix). The tuition fee waiver will be available for a period of 2 ("two") years only in the case of a Master's degree and 4 ("four") years only in the case of a Doctoral degree. If a student participating in the reciprocal staff study benefits and does not complete the degree within the specified period referred to above, then the tuition fee waiver will not apply after that period.

5.4 Students will be admitted to the receiving institution to undertake Master's or Doctoral studies only, and no undergraduate degrees or programmes are contemplated within the ambit of this agreement;

5.5 The reciprocal agreement does not deny an institution the right to award grants or discounts to its staff to study at the primary institution or to support staff undertaking undergraduate studies at receiving institutions, as long as there is no cost to the receiving institution;

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5.6 The Business Schools or self-costing units of participating institutions are not included in this agreement.

5.7 The student will be liable for the total cost of the academic programme for the period of study undertaken by the student, should the student, prior to completion of the selected academic programme, either:

5.7.1 cancel his/her registration with the receiving institution; and/or

5.7.2 fail any year of study during the academic programme; and/or

5.7.3 terminate their employment contract, either voluntarily or involuntarily, with the primary institution.

6. DURATION

6.1 This agreement commences on the date of the last signature by the parties and will continue for a period of five (5) years.

6.2 The termination of this Agreement for whatever reason shall not affect the rights of any of the parties or beneficiaries that may have accrued prior to the termination.

7. ARBITRATION

7.1 Any dispute arising between the parties or beneficiaries shall be referred to a single arbitrator agreed to between the parties.

7.2 The arbitrator may obtain the assistance of such expert as they may deem fit and act upon all expert aid obtained in this manner.

7.3 The arbitrator shall have the fullest and freest discretion regarding the arbitration proceedings. Their award shall be final and binding on the parties to the dispute.

7.4 The arbitrator may, by notice to the parties within 7 (seven) days of their appointment, dispense wholly or in part with formal submissions and pleadings, provided that the parties are allowed to make proper and full submissions.

7.5 The arbitration shall, where possible, be held and concluded 30 (thirty) days after it has been demanded. The parties shall use their best endeavours to expedite the completion of the arbitration.

8. WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties and replaces all previous agreements. It does not impinge on institutions' right to sign separate agreements with other institutions.

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SIGNED BY THE PARTIES ON THE FOLLOWING DATES AND PLACES, RESPECTIVELY:

CAPE PENINSULA UNIVERSITY OF TECHNOLOGY

SIGNATURE ……..

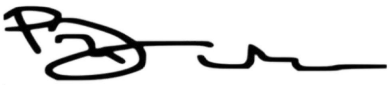
NAME PROF N S NHLAPO

DESIGNATION VICE-CHANCELLOR AND PRINCIPAL

DATE 19/07/2024

WITNESS……....

CENTRAL UNIVERSITY OF TECHNOLOGY, FREE STATE

SIGNATURE  ……...

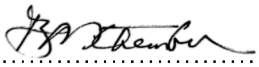
NAME PROF P Z DUBE

DESIGNATION VICE-CHANCELLOR AND PRINCIPAL

DATE 19/07/2024

WITNESS……....

DURBAN UNIVERSITY OF TECHNOLOGY

SIGNATURE  ……...

NAME PROF T Z MTHEMBU

DESIGNATION VICE-CHANCELLOR & PRINCIPAL

DATE 19/07/2024

WITNESS……....

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MANGOSUTHU UNIVERSITY OF TECHNOLOGY

SIGNATURE……..

NAME PROF N SIBIYA

DESIGNATION ACTING VICE-CHANCELLOR AND PRINCIPAL

DATE 19/07/2024

WITNESS……....

TSHWANE UNIVERSITY OF TECHNOLOGY

SIGNATURE……..

NAME PROF T S MALULEKE

DESIGNATION VICE-CHANCELLOR & PRINCIPAL

DATE 19/07/2024

WITNESS……....

VAAL UNIVERSITY OF TECHNOLOGY

SIGNATURE……..

NAME PROF S K NDLOVU

DESIGNATION VICE-CHANCELLOR AND PRINCIPAL

DATE 19/07/2024

WITNESS……....

SKN

UNIVERSITY OF MPUMALANGA

SIGNATURE……...

NAME PROF T V MAYEKISO

DESIGNATION VICE-CHANCELLOR & PRINCIPAL

DATE 19/07/2024

WITNESS……....

WALTER SISULU UNIVERSITY

SIGNATURE……...

NAME PROF R SONGCA

DESIGNATION VICE-CHANCELLOR & PRINCIPAL

DATE 19/07/2024

WITNESS……....

UNIVERSITY OF VENDA

SIGNATURE……...

NAME PROF N B NTHAMBELENI

DESIGNATION VICE-CHANCELLOR AND PRINCIPAL

DATE 19/07/2024

WITNESS……....

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APPENDIX A

PROCESS GUIDELINES

1. The prospective student applies for authorisation from their employer (primary institution) to undertake a Master's or Doctoral programme at a receiving institution.

2. The proposed qualification should be relevant to the prospective student's work.

3. The primary institution provides the receiving institution with a letter requesting that the student be considered for admission under the reciprocal agreement.

4. The receiving institution applies the selection criteria. The student bears the costs of pre-admission tests.

5. Once a student has successfully selected, an invoice for a reduced tuition fee is submitted for payment, and an account detailing the remaining costs is issued to the student.

6. The receiving institution informs the primary institution in writing once a staff member-student has been selected and enrolled.

7. The student applies *to the receiving institution annually* for reduced tuition fees. The receiving institution informs the primary institution *annually* of the outcome of the staff member-student's application for reduced tuition fees.

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