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MEMORANDUM OF AGREEMENT

In connection with research into the history of the Solomon
Mahlangu Freedom College (SOMAFCO)

Entered into by and between:

The Batlagae Trust

(Hereinafter referred to as the Trust)

of the one part, and

The University of Fort Hare

(Hereinafter referred to as the University)

of the other part, through

The Govan Mbeki Research Resource Centre

(Hereinafter referred to as the Centre)

Whereas the Trust is prepared to grant financial assistance in
the pursuance of certain research projects, it is hereby agreed
that the

University of Fort Hare, through the Govan Mbeki

Research Resource Centre, shall carry out a programme of research
as outlined in Annexure A, subject to the following Conditions:

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The Trust shall make the full sum of financial assistance,
as detailed in clause 4, available to the University at the
commencement of the project, and shall include both running
costs and capital expenditure.

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The University shall in discharge of its obligations in let
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Appoint the Director of the Centre or his successor to
be responsible for the project.

Provide the necessary personnel, facilities and
infrastructure to carry out the project.

Prepare progress reports every four months, and a
final report on the project for consideration and
recommendation by the Steering Committee and for
transmission to the Trust.

Prepare, on request, a brief report on the progress of
the project for publicity and any other purposes.

"Submit annually to the Trust a revised budget for the
current year as well as a budget for the following
year. t

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Submit annually to the Trust before or on 28 February
audited statements for all monies expended in
connection with the project..

Be responsible for the financial administration of the
project.

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A Steering Committee shall be constituted on which the
contracting parties shall be represented 1 as war

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Chair: "

Members: u - , , ,H "-wu - 2 ;

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Secretariat to be provided by the Trust whm3#1_ ,gb,ggm
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The Steering Committee shall have the right to co-opt
additional members in accordance with the needs of the
Committee

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The Steering Committee shall meet at least once a year
to consider, amongst others, the following:

3.2.1 Research programmes.

3.2.2_ Progress reports and the final report on the
project submitted by the University in

accordance with the provisions of Clause\$2.3/.2.il-; 12-5

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Funds estimated and specified in Annexure A shall be
required for the execution of the'research programme.
The total estimated amount for the research programme
shall be known as the contract amount and may not be
exceeded unless prior sanction has been obtained from
the Trust.

The estimated amounts for the annual requirements
shall be known as the annual budget and shall not
necessarily tally with the annual amounts of the
contract budget, and are subject to the approval of
the Trust annually.

Any unexpended funds at the expiry of a specific
budget year shall remain available for the research
project and may be brought into account in the
preparation of the budget for the ensuing budget year.

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Any Surplus funds at the termination or completion of the contract must be refunded to the Trust after all valid claims pertaining to the' project have been settled.

Any savings on running expenses or capital expenditure can only be appropriated to: purchase capital equipment, not listed in the contract budget, with the prior approval of the Director of.the Trust. preceding the year in respect of which the annual budget has been submitted that -

4.7.1 the budget has not been ratified by the Trust, or

4.7.2 the Trust has only partially ratified the budget and the University does not advise the Commission on or before the 15th day of December of suchy preceding' year that it accepts the partially ratified budget as the approved budget for the intended year, then this agreement shall be deemed to have terminated on the last day of 'the year preceding the year in reSpect of which the budget has been submitted, after which date

4.7.3 the Trust shall be obliged to 'pay all amounts due in terms of any budget

previously approved by the Trust, and is, on termination of this agreement, still employed by the University exclusively for the purpose of executing its obligations in terms of this agreement, for

(a) as long as such member remains in the employ of the University and as long as the services of such member are not utilised for other purposes by the University; Or

(b) a period of six (6) months from date of termination of this agreement, whichever period is the shortest; and

4.7.5 the total amount for which the Trust shall be liable in terms of clause 4.7.4 shall not exceed an amount equal te the total amount

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paid by the Trust in respect of monies due for the last six months of the preceding year in terms of the approved and ratified budget for such preceding year.

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5.1 The agreement shall, subject to the provisions of clauses 4.1, 4.7 and 5.3, remain in force for a period of two years, from 1 July 1996.

5.2 Any extension to or variation in the aforementioned period can be mutually agreed upon and confirmed in writing.

5.3 The agreement can be terminated. upon six monthel written notification by either party.

5.4 Should this agreemete be terminated in terms of clauses 4.7 gr 5.3, all documents and information pertaining to the project, and in addition all movable and fixed capital assetsw acquired with funds made available by the Trust to the University or alternatively the cash value of such assets, must be transferred on request to the Trust by the University. The termination of this agreement in accordance with clause 5.3 shall entail that neither party shall have further claims whatsoever against the other in terms of this agreement except that the Trust shall be obliged to pay all amounts due in terms of any budget previously approved by the Trust.

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The aim of the project will be to produce a book on the history of SOMAFCO, and other articles and studies on the subject, as outlined in Annexure A.

The parties specifically agree that any and all publications produced by the Centre shall be the.sole and exclusive property of the Centre. In particular the Centre shall enjoy exclusive rights to any intellectual property that might be generated from any research conducted by the Centre. 1

Any person conducting subsequent research or academic work on the history of SOMAFCO shall be entitled to reasonable access to all and any papers, documents and reports in the possession of the Centre for the sole purpose of research or academic work.

The Centre undertakes to provide any person reasonable access to all its research, papers, documents and/or reports for any reasonable cause.

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All movable and fixed capital assets acquired with funds made available by the Trust to the University shall remain the property of the Trust for the duration of this project. At the termination of the project, such movable and fixed capital assets shall become the property of the Centre, subject to the provisions of clauses 4.7 and 5.4. Should any of these assets be realised during the course of the agreement, the cash proceeds therefrom shall be paid to the Trust.

The University shall insure all movable and fixed capital assets against contingencies in accordance with the insurance policy and conditions applicable to the University's assets.

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This agreement constitutes the 'only' and sole agreement between the parties. Any termination, amendment or dissolution of this agreement shall take place in accordance with the terms of this agreement.

No amendments to this agreement shall be binding unless agreed to in writing by the contracting parties. Neither of the parties shall unreasonably withhold permission for the amendment of this agreement should good grounds exist for such amendment.

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ANNEXURE A

A Historical Study of the

Solomon Mahlangu Freedom College

A Research Proposal submitted to the Batlagae Trust by

the Govan Mbeki Research Resource Centre,

University of Fort Hare

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TITLE OF THE PROJECT

A Historical Study of the Solomon Mahlangu Freedom College
(SOMAFCO). .

AIMS

The aims of the project shall be

- a. to augment the materials available for the study of SOMAFCO, through interviews and the commissioning of accounts by former teachers, students and others associated with the institution.
- b. to produce for publication a book-length popular history of SOMAFCO.
- c. to produce other publications both of a scholarly and popular nature on SOMAFCO.

ORGANISATION OF THE PROJECT

In this section it is suggested how best use may be made of available resources, both human and financial.

A postgraduate researcher at Fort Hare working on SOMAFCO should be centrally involved in this project, whilst the expertise at the GMRRRC and the Fort Hare History Department should also be utilised. In this way maximum value can be obtained from funds available. To draw upon a researcher already within Fort Hare would also be easier and less costly in terms of personal accommodation.

The Fort Hare postgraduate researcher will produce an "academic" history of SOMAFCO. To produce such a study, or studies, is one of the aims of the Project, but not the immediate one, which is a more popular, though academically reputable, account. However, it will not be possible to write a good popular history without the sort of understanding that sustained scholarly research gives, so there will be no contradiction in priorities.

The resources available through the Project will enable the compilation and use of oral and written sources additional to those in the SOMAFCO Archive, housed at Fort Hare. These additional sources will add greatly to the academic study, and will help to give the popular history the colloquial vigour that it will need; To gather such material will require extensive travel in South Africa, and will also require transcription of interviews, which is a labour-intensive process. Gathering such data will be best done by a team composed of GMRRRC Juhidr Fellows and other appropriate postgraduates at Fort Hazel. An archive of oral testimony on the history of SOMAFCO will be built up, and will become a crucial addition to the materials already available at Fort Hare. All scholars with an interest in

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SOMAFCO will benefit thereby.

A co-author of the Popular History will be appointed, both because of time pressures on the postgraduate researcher, and because in terms of style and discourse there are different requirements in writing a popular account such as the one envisaged as compared to an academic study. The Director of the GMRRRC is well placed to play this role.

4. METHODOLOGY

The methodology used in this project will be those normal to historical research, namely, archival and oral investigation.

5. SOURCES

At this stage, the main sources envisaged are:

- a. the SOMAFCO Archive at the University of Fort Hare.
- b. interviews with past teachers, students, administrators and others at SOMAFCO.
- c. written accounts of SOMAFCO commissioned from individuals associated with the institution.

6. PERSONNEL

- a. Team Leader/Supervisor: Dr. Sean Morrow (Supervisor of Chief Researcher's thesis and co-author of the Popular History)
- b. Chief Researcher: Mr. Loyiso Pulumani (Author of Academic study, and co-author of Popular History)
- c. Field Research Team: GMRRRC Junior Fellows and, if required, other appropriate postgraduate researchers (approximately 7-8 in all).

7. COMMENCEMENT DATE AND DURATION OF PROJECT

The project will commence on 1 July 1996, or as soon thereafter as possible, and will run over a period of two years.

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BUDGET

A. CAPITAL EQUIPMENT REQUIRED

One computer R 8,000.00

One printer - R 2,000.00

Software R 1,500.00

Recorders X 3 R 3,000.00

TOTAL R 14,500.00 '

B. RUNNING EXPENSES

1 Transport (motor vehicle):

10.000 km 0 R1.50/km R 15,000.00

; Transport (air/coach fares): R 20,000.00

3 Subsistence R 25,000.00

a" Payment to postgraduate

interviewers R 15,000.00

f Compensation: chief researcher R 20,000.00

L Compensation: Team Leaderh R 10,000.00

3 Payment to ex-SOMAFCO personnel

for written accopnts (e R 300.00 ;

each)M .R 15,000.00

Q Transcription and preparation of

interviews, typescripts555 -R 30,000.00

4 Consumables (tapes, paper, 0

gifts for interviewees etc.) 1R 5,000.00

50 Telecommunication iR 3,000.00 v

11 GMRRC coordination and

administration fee (10% of _

running expenses) ?R 15,800.00

TOTAL R 173,800.00

GRAND TOTAL R 188,300.00

The monies involved in this item of the budget are to be deposited in the account of the Committae for Research and .Development of the University of Fort Hare, where they will be accessible by the Team Leader for use in research activities, such as attendance at, conferences and involvement of research assistants.

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While a token of appreciation such as a book would be in order, it is assumed that interviewees will not receive, or expect to receive, payment for being interviewed.

This project should attract the interest of a commercial publisher, who should bear pre-publication costs for the Popular History.