



## NRF CONDITIONS OF GRANT

applicable to

### SOUTH AFRICAN RESEARCH CHAIRS INITIATIVE (SARChI) GRANTS

CHAIRHOLDER:	Prof AP Engelbrecht
HOST INSTITUTION:	University of Pretoria
NAME OF RESEARCH CHAIR:	Artificial Intelligence
PERIOD OF SUPPORT:	January 2017 to December 2021
UNIQUE GRANT NO:	46712
TIER:	1
FUNDING CYCLE:	3

The following Conditions of Grant apply to the South African Research Chairs Initiative (SARChI). These Conditions of Grant must be read in conjunction with the signed Master Funding Administration Agreement. Both the Chairholder, and the Institution at which he/she works, are responsible to adhere to these Conditions of Grant.

**THIS DOCUMENT MUST BE INITIALED, SIGNED AND RETURNED TO THE NRF  
WITHIN 30 DAYS OF THE DATE OF THE AWARD LETTER**

#### 1. DEFINITIONS

1.1. Unless the context indicates otherwise, the words and expressions set out below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

1.1.1. **“Agreement”** shall refer to the Master Funding Administration Agreement (MFAA) concluded between the NRF and the Institution, to which a generic template of this document was attached as Annexure A.

- 1.1.2. **“Conditions of Grant”** or **“CoG”** means the terms and conditions contained herein as determined by the NRF, and attached to any funding awarded to a Chairholder, which funding is administered by the Institution in terms of the Agreement.
- 1.1.3. **“Grant(s)”** means all forms of funding provided by the NRF and include research grants, bursaries, scholarships and fellowships; and for purposes of any research project, the “Grant” shall mean the funding to be paid by the NRF to the Grantholder through his/her Institution as per the Grant Award Letter.
- 1.1.4. **“Grant Award Letter”** means the letter accompanying these Conditions of Grant together with its attachments as applicable to the NRF funded research project specified above.
- 1.1.5. **“Grant Period”** means the duration of the grant as shown in the first page of this document.
- 1.1.6. **“Chairholder”** means the individual employed in a Research Chair position by the Institution, who is responsible for the relevant research project funded by the NRF, and as identified above and in the accompanying Grant Award Letter (“the Project”).
- 1.1.6. **“Effective Date”** means the date of receipt by the NRF of the duly signed and initialled CoG by the Chairholder and the Institution.
- 1.1.7. **“Institution”** means the beneficiary responsible for the management of the grant.
- 1.1.8. **“Intellectual Property”** means all intellectual property, whether or not registerable, including but not limited to copyright, patents, proprietary material, trademarks, design, know-how, trade secrets, new proprietary and confidential concepts, methods, techniques, processes, adaptations, ideas, technical specifications and testing methods relating to the relevant research project funded by the NRF as stated above.
- 1.1.9. **“NRF”** means National Research Foundation, a statutory entity established in terms of the National Research Foundation Act (Act No. 23 of 1998).
- 1.1.10. **“Student”** means the individual nominated by the Chairholder, who is formally enrolled for study at the Institution, and who is supervised by the Chairholder and actively participates in SARChI research activities as part of the fulfillment of the Institution’s criteria for the attainment of a graduate/postgraduate qualification.
- 1.1.11. **“SARChI”** means the South African Research Chairs Initiative, a strategic instrument of the NRF aimed at strengthening research and innovation capacity in public universities, enhancing the training of a new generation of researchers and the further development of established researchers in all knowledge areas while responding to national priorities and strategies.
- 1.1.12. **“SARChI Chair”** means a Research Chair awarded by the NRF under the banner of SARChI to an Institution pursuant to an application by such Institution.
- 1.1.13. **“Start Date”** means the commencement of the Chairholder’s appointment will be the date on which (s) he assumes duty as indicated in the CoG.

## **2. SIGNED CONDITIONS OF GRANT (CoG)**

2.1 This Grant will only be deemed valid on receipt of the duly initialled and signed CoG and the uploading thereof on the NRF Online Submission System by the Institution's Designated Authority (DA) within 1 (one) month of the date of issue of the Grant Award Letter for this Grant.

2.2 Only upon compliance with the provisions of paragraph 2.1 above will funds be released for claiming and payment according to the standard NRF financial policies and procedures (details of which are available on request from the NRF Finance Directorate). Failure to conclude the appointment process for the Chairholder within 18 (eighteen) months of the Institution receiving Grant Award Letter may result in the Grant awarded to the Institution being cancelled.

### **2.3 Replacement of Candidates Recruited from the Institution**

In cases where the Research Chair is taken up by an existing academic staff member from the Institution, the Institution is required to find a suitable incumbent of comparable seniority with the appointed Chairholder to fill the position vacated by the Chairholder as soon as possible but within 12 (twelve) months. The replacement candidate must be employed on a **full time basis for the duration of the tenure of the Research Chair**. Progress to this end must be reported upon monthly until the appointment is made and notification is provided in writing. As this is a condition of the Grant, payments may be withheld until full compliance is achieved. This is in line with the objective of SARChI which is to expand the scientific and innovative capacity in South Africa.

### **2.4 NRF Rating**

Chairholders need to maintain or improve their NRF rating during their tenure as SARChI Chairholders. Candidates appointed without an NRF rating are expected to get rated within the first funding cycle. Failure to achieve this may result in the termination of the Grant.

## **3. USE OF FUNDS**

3.1 The SARChI Grant must be used solely for the finally approved research proposal as submitted by the Chairholder, within the grant period as stipulated in the Grant Award Letter.

3.2 The Chairholder is not required to request the carry forward of unspent funds from year to year during the duration of the Grant period as this will occur automatically, provided that at least 70% of the operating costs (excluding Salaries) awarded has been claimed during the funding year. If less than 70% of the operating costs (excluding Salaries) were claimed, a motivation for the carry forward of the unspent funds should be submitted according to the NRF's Carry Forward Guidelines. The NRF reserves the right to refuse such a request. At the end of the stipulated Grant period, all unspent funds will revert to the NRF unless a well-motivated request has been approved by the NRF for funds not claimed.

### **3.3 Additional Income**

It is vital/encouraged that a Research Chair is/be supported by additional income from other sources including the Institution. As such, all sources of income must be declared in

full in the financial reporting on the Research Chair, in order to know the total cost of the research and to report on the leveraging factor of the SARChI Grant to National Treasury. The information will not be used to scale funding levels to balance income with expenditure.

#### **4. INSTITUTIONAL RESPONSIBILITY**

##### **4.1 Institutional Liability**

4.1.1 The Institution accepts accountability for this Grant and will comply with the provisions of the relevant Clauses of the Master Funding Agreement.

4.1.2 The Grant will be paid to the Institution who will administer it in accordance with the provisions of the Agreement.

4.1.3 The Institution shall create an internal unique identifier/reference number, which will be used as a reference for all matters pertaining to the particular Grant for purposes of effective and efficient administration as well as internal reporting in respect of this Grant.

##### **4.2. Conditions of Employment**

4.2.1 The Chairholder will be appointed and employed by the Institution at an Associate Professor or full Professor level, benchmarked nationally. All relevant conditions of employment, benefits and assistance of that Institution will apply to the Chairholder;

4.2.2 The Institution must plan for general wage and merit based increases within the Research Chair's budget and distribute the resources in such a way that sufficient funds are available in future years to allow for such increases; and

4.2.3. The Chairholder must fit into the normal management structures of their Institution and should report directly to a senior representative of the Institution management for day to day activities, e.g. Faculty Dean. However, accountability for the Chairs will reside with the Vice-Chancellor or Deputy Vice-Chancellor responsible for managing Research Chairs at the Institution.

##### **4.3. Chairholder's Teaching Load**

4.3.1. The NRF expects the Institution to set the teaching load of Chairholders to allow them maximum time for Research Chair activities. Chairholders may not spend more than 20% of their time on undergraduate teaching and/or management and administrative responsibilities not related to activities of the Chair. However, the supervision of postgraduate students is strongly encouraged.

##### **4.4. Institution Overhead Costs**

4.4.1. Up to 10% of the annual Grant may be used to cover indirect costs of the Research Chair, and may be used at the discretion of the Institution for whatever purpose it deems appropriate.

## **5. ACKNOWLEDGEMENTS AND DISCLAIMER**

### **5.1. The Chairholder undertakes to -**

5.1.1 acknowledge the NRF in all publications (including World Wide Web pages) and oral or poster presentations arising from any material based on or developed under this Grant as follows:

*“This work is based on the research supported by wholly / in part<sup>1</sup> by the National Research Foundation of South Africa (Grant Numbers: 46712)”*; and

5.1.2 use the NRF logo according to the current branding policy, obtainable from the NRF Corporate Communications office.

5.1.3 acknowledge that opinions, findings and conclusions or recommendations expressed in any publication generated by the NRF supported research is that of the author(s) alone, and that the NRF accepts no liability whatsoever in this regard.

## **5.2 RESEARCH ETHICS**

5.2.1 The NRF requires the Chairholder to maintain the highest ethical and safety standards when conducting research, particularly when human and animal subjects are involved. The Chairholder must comply with all relevant regulations in this respect, including but not limited to those laid down by the Institution.

5.2.2 This Grant must be used in compliance with South African and international laws, where the latter do not conflict with South African laws, and the research outputs must be used entirely and wholly for lawful purposes.

## **6. INTELLECTUAL PROPERTY RIGHTS**

The Chairholder undertake to comply with the Institution’s policy on Intellectual Property disclosures as envisaged in the relevant Clauses of the Master Funding Agreement.

## **7. DATA STORAGE, USAGE AND DISSEMINATION**

Where the Institution decides that the NRF funded research outputs should not be protected under Intellectual Property Rights, the Institution shall be obliged to make the necessary arrangements within its powers to ensure the availability of the research output data to the larger research community through existing specific research fields or other generic databases and has complied with national legislation in this regard.

## **8. TRANSFER OF GRANTS**

### **8.1 Change of Leadership**

8.1.1. In the event of the Chairholder vacating the Chair position, for whatever reason, during the tenure of the Chair, the Institution’s Deputy Vice-Chancellor responsible for managing Research Chairs must inform the NRF in writing a

month before the Chair is vacated. Furthermore, the Institution must submit to the NRF, for approval, an interim plan together with a nominated candidate for an interim research leader position for continuation of the Research Chair activities prior to the departure of the Chairholder from the Institution. This submission should be done on the NRF Online Submission System (<https://nrfs submission.nrf.ac.za/>). Funding will only continue if the NRF is satisfied that the Research Chair's activities will continue at the same level under the interim research leadership.

- 8.1.2. The Institution will be given a chance to find a suitable candidate to fill the vacated Chair position. The Tier level of the Chair will be determined by the professional standing of the replacement candidate and the duration of the Research Chair will continue from the point of change of research leadership. The submission for a replacement Chair should be done on the NRF Online Submission System (<https://nrfs submission.nrf.ac.za/>). A revised CoG indicating the relevant changes will have to be accepted and signed before any funding is released.
- 8.1.3. The exiting Chairholder must submit to the NRF, through the Institution's Deputy Vice-Chancellor responsible for managing Research Chairs, an exit report within a month before vacating the Chair, providing a summary of a research progress from commencement to the point of exit. However, in the unfortunate event of a Chair being vacated as a result of a deceased incumbent, the Institution's DVC responsible for Research Chairs is held responsible for facilitating the drafting and submission of the report within two months of the Chair being vacated.

## 8.2 **Change of institution**

Research Chairs are awarded to a host Institution and not to Chairholders. When a Chairholder moves from one institution to another, (s)he leaves the Research Chair with the Institution. The Grant is not transferable from the host Institution to another institution. Under the circumstances, the host Institution is then required to submit to the NRF a nominated replacement candidate together with a research plan in the same research area that the Research Chair is awarded in. (see Clause 8 above)

## 9. **SIGNIFICANT PROJECT CHANGES**

The Chairholder is required to obtain prior written approval from the NRF if there are material changes to the proposal submitted and funded by the NRF during the Grant period.

## 10. **RESEARCH EQUIPMENT**

All research equipment purchased through this Grant shall be registered in the Institution's asset register according to the policies of the Institution, and shall remain the property of the Institution on completion of the Grant.

## 11. **REPORTING**

- 11.1 All formal reporting to the NRF must be channelled through the appropriate authority of the Institution
- 11.2 The NRF requires the following reports from the Grantholder:

- 11.2.1 **Annual Progress Reports (APRs)**, which must be submitted 12 months after the Grant is awarded, and thereafter in March of every subsequent year during the tenure of the Grant. The APRs should be concise indications of work done in the previous calendar year, focusing on milestones achieved as well as problems encountered. The purpose of the APRs is three-fold, namely, to support the release of further funding within the period of the Grant, to provide information to support the next round of applications by the Chairholder, and to contribute to the NRF performance information requirements.
- 11.2.2 **Five-year Review Reports:** During the fourth year of the first funding cycle of five-years an in-depth review of Research Chairs is undertaken to assess performance over the four year period. The review is intended to inform the decision on whether the Research Chair is renewable into the next cycle of funding. It also informs the decision on upgrading from Tier 2 to Tier 1 Research Chairs for submitted Chair upgrade requests. The review process is managed by the NRF. The Host Institution and the Chairholder shall submit separate reports, in accordance with NRF reporting requirements. This process will only be repeated during the fourth year of the second funding cycle for Tier 1 Research Chairs.
- 11.2.3 **Final Reports** must be submitted 4 (four) months before the end of year 10 and year 15 for Tier 2 and Tier 1, respectively. The Final Report is a substantial document detailing the research process and outcomes, including findings and impact of the Chair over the entire lifespan of the Chair. The Host Institution must also submit a final report articulating the impact of the Research Chair within the Host Institution. The main purpose of the Final Report is to meet the NRF's performance requirements and to assist in determining the return in investment.
- 11.2.4 **Annual Site Visits** may be undertaken during years 1 and 4. These visits will be carried out by the SARChI management, Host Institution research management and where possible an independent peer appointed by the NRF. The objective of these visits will be a follow up monitoring of performance based on information submitted in the APRs

## 12. BREACH

- 12.1 Failure by the Institution to materially comply with these Conditions of Grant and/or the terms of the Agreement shall be dealt with in accordance with the provisions of the relevant Clauses of the Master Funding Administration Agreement.
- 12.2 Should the Chairholder fail to meet any of their material obligations in terms of these Conditions of Grant or the Agreement, including but not limited to their obligation to comply with the terms of their contract with the Institution, and fail to remedy the breach within a period of 30 (thirty) days from the date of receipt of a written notice from the NRF or the Institution calling upon them to remedy such breach, the NRF shall be entitled, without further notice, to halt all transfers to the Institution relating to this Grant until the breach has been remedied to the satisfaction of the NRF.
- 12.3 Should the Chairholder fail to remedy the breach within 30 (thirty) days of the halting of the transfers of Grants, the NRF shall be entitled, on written notice to the Chairholder and the Institution, to recover from the Chairholder - all funds transferred to the Institution in respect of this Grant in that calendar year that have not been reported as spent.
- 12.4 Should the Chairholder fail to remedy the breach within 30 (thirty) days of the written demand to return funds, the NRF shall be entitled, without further notice, to terminate the



agreement constituted by these Conditions of Grant, without prejudice to any other rights it may have to claim damages as a result of the breach hereof or the Agreement.

### 13. STUDENT SUPPORT

- 13.1 Grantholders should ensure that, when submitting nominations for grantholder-linked bursaries annually, the 'Agreement for Grantholder-linked Student Support' form, distributed with the relevant award letter, should be completed and signed by the student and attached to the nomination. Nominations will not be processed without a signed Agreement.
- 13.2 Nominations must be completed BEFORE 31 March of the grant year for full-year, and 1<sup>st</sup> semester support. Nominations for 2<sup>nd</sup> semester support must be submitted before August of the grant year. Please note that commitment students must be nominated before new potential bursars.
- 13.3 Grantholders should inform the NRF by 30 April of the grant year of the unspent funds which should be reserved for the 2<sup>nd</sup> semester. Funds not reserved will revert to the NRF after this date without notification. In addition, reserved funds not taken up before August of the grant year will be cancelled.
- 13.4 Students registered on a full-time basis for the degree, may not hold full-time salaried employment during the tenure of the bursary, but he/she will be allowed to undertake a maximum of twelve hours of teaching, tutorials, assistance or demonstration duties per week on average during the year of study, and he/she may be remunerated for his/her services, provided that he/she is reimbursed at the normal university tariff for services rendered.
- 13.5 The Chairholder is expected to recruit the number of students motivated for in the approved SARChI proposal and according to the requirements of SARChI. However, an opportunity, at the end of each calendar year, will be given to Chairholders to make adjustments for the subsequent year on the number of students stipulated in the proposal, in consultation with the NRF SARChI Funding Domain and GMSA Directors. The **demographic distribution of these students** should be 80% Black (including African, Coloured and Indian), and 55% female and 4% disabled. Consistent failure to match this target over a number of years may result in the termination of the Grant according to the *Ministerial Guidelines for Improving Equity in the Distribution of DST/NRF Bursaries and Fellowships* (January 2013).
- 13.6 The full fellowship or bursary amount will be released upon receipt of a valid student/fellow nomination together with all relevant documents. Payments of these amounts will be made in accordance with NRF guidelines and on claimed amounts by the Host Institution. Bursaries may be supplemented ('topped up') by the Institution from any other sources.
- 13.7 Grantholder-linked bursaries may be topped up by an NRF grantholder's running costs up to a maximum value of R20 000 p.a.
- 13.8 Non-South African students under the grant must be registered and based at a South African institution.
- 13.9 Nominated students must be younger than 60 (sixty) years of age.

### 14 GRANTHOLDER OBLIGATION



- 14.1 The Chairholder must make himself/herself available to participate in NRF reviewing activities during the period of the grant, or anytime thereafter for an additional period not exceeding five years from the expiration or lapse of the grant.
- 14.2 The Chairholder must register for ORCID ([www.orcid.org](http://www.orcid.org)) for integration into RISA processes and systems. This is a requirement in an effort to create and maintain a registry of unique researcher identifiers and a transparent method of linking research activities and outputs to these identifiers. Linking the identifier to institutional systems minimises the effort from institutions and researchers and ensures integrity of system content.
- 14.3 A unique identifier, as provided by ORCID, which the Chairholder can associate with their name variations and their research works, is a way to ensure that these links can be made accurately and reliably. This will help the Chairholder to uniquely identify him/her as the author of his/her work across all systems integrated with the ORCID registry. The aforementioned identifier must be provided to the NRF by updating their CV on the NRF Online Submission System, at the same time with signing of the Conditions of Grant.

## 15 SPECIAL CONDITIONS

Funds for this grant will be released upon receipt of a signed copy of the Acceptance of Grant Conditions that must be submitted electronically by the Research office **AND** Annual Reports for all grants received from **any NRF funding instrument**.

**ACCEPTANCE OF THE CONDITIONS OF GRANT**

The host Institution and the Grantholder accept all the above conditions as well as all rules and conditions contained in the applicable Programme Framework, the relevant Programme Guide, and the Grant Award Letter and its attachments.

I, (print name of Grantholder) \_\_\_\_\_

understand and accept all the conditions of the Grant as stipulated in this document and the relevant afore-mentioned documents.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESSES:

(1) \_\_\_\_\_  
(Print name of Witness) Signature

(2) \_\_\_\_\_  
(Print name of Witness) Signature

**ON BEHALF OF THE INSTITUTION:**

As authorised signatory, I (print name of Institution’s Designated Authority)

\_\_\_\_\_ in my capacity as

\_\_\_\_\_ (print description of position) accept on behalf of

\_\_\_\_\_ (print name of Institution)

the responsibility associated with this grant.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESSES

(1) \_\_\_\_\_  
(Print name of Witness) Signature

(2) \_\_\_\_\_  
(Print name of Witness)

\_\_\_\_\_  
Signature