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**GOVERNMENT NOTICE**

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**DEPARTMENT OF HIGHER EDUCATION AND TRAINING**

No. 785

10 October 2014

**HIGHER EDUCATION ACT (ACT No. 101 OF 1997)****INCORPORATION OF MEDUNSA CAMPUS OF THE UNIVERSITY OF LIMPOPO  
WITH SEFAKO MAKGATHO HEALTH SCIENCES UNIVERSITY**

I, Bonginkosi Emmanuel Nzimande, MP, Minister of Higher Education and Training, in terms of section 24 (1) of the Higher Education Act, 1997 (Act No. 101 of 1997), as amended, and after consulting the Council on Higher Education and performing the actions prescribed in section 23 (2) of the Higher Education Act (Act 101 of 1997), as amended, hereby incorporate Medunsa Campus with Sefako Makgatho Health Sciences University.

The date on which the Medunsa Campus becomes a subdivision of Sefako Makgatho Health Sciences University is **1 January 2015**.

The physical location and official address of the Sefako Makgatho Health Sciences University is:

Setlogelo Drive, Ga-Rankuwa

Gauteng

2000

The Protocol of Engagement that provides a framework to facilitate the incorporation of the Medunsa campus into Sefako Makgatho Health Sciences University is attached hereto as a Schedule.



**Dr BE Nzimande, MP**

**Minister of Higher Education and Training**

Date: 03/10/2014



**Protocol for Engagement with respect to the Incorporation of the Medunsa Subdivision of the University of Limpopo into the Sefako Makgatho Health Sciences University**

**Agreed upon by and between**

**THE COUNCIL OF THE UNIVERSITY OF LIMPOPO**

Herein represented by **Judge ML Mailula**

In her capacity as the Chairperson of the Council

**And**

**THE INTERIM COUNCIL OF THE SEFAKO MAKGATHO HEALTH SCIENCES UNIVERSITY**

Herein represented by **Prof O Shisana**

In her capacity as the Chairperson of the Interim Council

**TO FACILITATE COOPERATION BETWEEN THE UNIVERSITY OF LIMPOPO AND SEFAKO MAKGATHO HEALTH SCIENCES UNIVERSITY IN THE PERIOD LEADING UP TO THE INCORPORATION OF THE MEDUNSA SUBDIVISION OF THE UNIVERSITY OF LIMPOPO INTO THE SEFAKO MAKGATHO HEALTH SCIENCES UNIVERSITY.**

*Handwritten signatures and initials:*  
BN, MZR, OS, SA  
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## 1. Preamble

The Minister of Higher Education and Training announced in May 2013 (Government Gazette No. 36492) his intention to establish a new Health Sciences University, and to incorporate the Medunsa Subdivision of the University of Limpopo into such a University.

Subsequent to this, on 16 May 2014 the Minister of Higher Education and Training published Government Gazette No. 37658, proclaiming the establishment of the Sefako Makgatho Health Sciences University with its Interim Council and physical address; and amongst others to incorporate the Medunsa Subdivision of the University of Limpopo into Sefako Makgatho Health Sciences University. The establishment Sefako Makgatho Health Sciences University and the incorporation of Medunsa Subdivision of the University of Limpopo fall within the ambit of the Higher Education Act (No. 101 of 1997), as amended.

This Protocol of Engagement provides a framework to facilitate the incorporation of the Medunsa Subdivision of the University of Limpopo into Sefako Makgatho Health Sciences University in accordance with the Higher Education Act, 1997 as amended and in particular Section 24 of the Higher Education Act, 1997 and the relevant legislation.

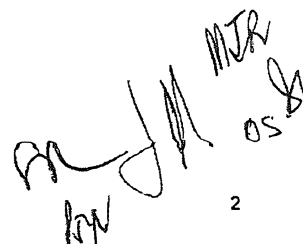
## 2. Declaration of Intent

The parties to this Protocol declare their unequivocal commitment to fully cooperate in an open, transparent and collegial manner to give effect to Section 24 of the Higher Education Act, 1997 as amended and Government Gazette No. 37658 as published by the Minister of Higher Education and Training.

## 3. Parties to the Protocol

The parties to this Protocol consist of the Council of the University of Limpopo, represented by its Chairperson and the Interim Council of the Sefako Makgatho Health Sciences University, represented by its Interim Chairperson.

## 4. Purpose and Scope of Engagement



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The purpose of this Protocol is to facilitate cooperation between the University of Limpopo and Sefako Makgatho Health Sciences University in the period leading up to the incorporation of the Medunsa Subdivision into Sefako Makgatho Health Sciences University.

This Protocol provides a framework for effective communication, interaction, planning, implementation, mutual understanding and co-operation between the parties during the transitional period in which the Medunsa Subdivision is being unbundled from the University of Limpopo and incorporated into the Sefako Makgatho Health Sciences University. In addition, to ensure that policy and management decisions by any of the parties in this period do not adversely impact on the operational and organisational integrity of the University of Limpopo, the Medunsa Subdivision or Sefako Makgatho Health Sciences University.

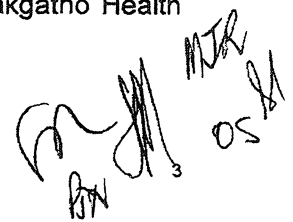
The scope of engagement is aimed at facilitating the incorporation of the Medunsa Subdivision into Sefako Makgatho Health Sciences University. More specifically, the scope of engagement includes:

- facilitating the formation of Joint Specialised Task Teams to carry out defined planning tasks necessary for the unbundling and incorporation process;
- ensuring that the assets and *physical infrastructure*, liabilities, rights and obligations of Medunsa Subdivision devolve upon Sefako Makgatho Health Sciences University in a transparent, sustainable, efficient and effective manner.

### 5. Guiding Principles

The parties to this Protocol affirm their commitment to the spirit of the Constitution of the Republic of South Africa, Act No. 108 of 1996 and the Higher Education Act No 101 of 1997 as amended and the relevant legislation.

The parties to this Protocol commit themselves to the following principles to guide, facilitate and enable the process by which the Medunsa Subdivision is unbundled from the University of Limpopo and incorporated into the Sefako Makgatho Health Sciences University through:

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- a) Full disclosure of information: All material information relevant to facilitate the process of separation and incorporation will be fully, transparently, proactively and timeously disclosed.
- b) Full participation: The full participation of all relevant institutional constituencies and stakeholders will inform and underpin the unbundling and incorporation process.
- c) Mutual benefit: The parties will act in accordance with good faith and trust in order to ensure that decisions and actions taken result in the advancement of the mandates and goals of all the parties.
- d) Coordinated action: The parties will ensure that their plans and actions are synchronised and integrated with a view to achieving their shared objectives.

## 6. Areas of Cooperation and Joint Decision-Making

The parties agree that, at a minimum, co-operation and joint decision-making should cover the following matters:

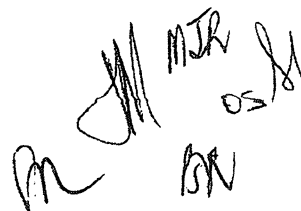
### 6.1 Land Transfer

The parties will undertake all the required steps to ensure the expeditious transfer of the land pertaining to the current Medunsa Subdivision to the Sefako Makgatho Health Sciences University.

### 6.2 Staff

6.2.1 *The parties undertake to ensure transparent and seamless transfer of all human resources currently at or available to the current Medunsa Subdivision into the Sefako Makgatho Health Sciences University .*

6.2.2 The parties agree to a moratorium on all staff appointments pertaining to the current Medunsa Subdivision prior to the date of the incorporation, except appointments to positions essential to the operation of the Subdivision or appointments to essential and vacant existing posts, in both of which cases the parties must agree on the need for such appointments and must participate in all processes and decision-making pertaining to such appointments so as to ensure continuity of academic activities and services to students.

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6.2.3 The parties agree to a moratorium on all staff promotions pertaining to the current Medunsa Subdivision prior to the date of the incorporation, unless there is prior agreement as approved by the Council of the University of Limpopo and that such promotions are necessary for operational purposes, in which case the promotions must be determined jointly.

6.2.4 The parties agree to a moratorium on all out-of-cycle staff remuneration adjustments and/or increases pertaining to the current Medunsa Subdivision, and agree that all normal annual remuneration adjustments and/or increases will be subject to prior agreement between the parties.

6.2.5 The parties agree that any appointment, promotion, adjustment or increase made contrary to the provisions of this clause will be null and void.

### **6.3 Renewal of Contracts**

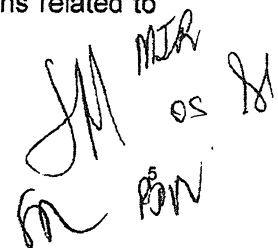
The parties agree that in relation to the current Medunsa Subdivision there will be no renewal of any existing purchase or service contracts and no new purchase or service contracts must be entered into, without prior agreement between the parties. In cases where there is agreement that a new or renewed purchase or service contract is necessary for operational purposes, the period of the contract will be determined jointly by the parties. It is expressly stated that any contract signature or renewal entered into without the required approval will be null and void.

### **6.4 Capital Expenditure**

All new capital projects and expenditure pertaining to Medunsa Subdivision must be jointly decided and agreed upon by the parties *and where applicable, approved by the Minister of Higher Education and Training.*

### **6.5 Communication**

The parties agree to establish and utilise open, transparent and effective channels of communication to ensure that all institutional constituencies and stakeholders are fully and regularly apprised of all progress, processes and investigations related to the incorporation.



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## 6.6 Operational Functionality

The parties agree, in the interests of ensuring that the Medunsa Subdivision is operationally functional on the proclaimed date of its incorporation, to co-operate and permit preparatory work meant to facilitate the unbundling and incorporation process of the Medunsa Subdivision into the Sefako Makgatho Health Sciences University, including:

- a) an audit of all existing Medunsa Subdivision academic programmes, structures, staff, students and facilities, as well as of quality assurance systems;
- b) an audit of all Medunsa Subdivision student support systems and services, including student governance structures, financial aid, student academic administration, international office, accommodation, catering, discipline, health, special needs, recreation, support and counselling, admissions and registration, calendar and fees;
- c) an audit of all Medunsa Subdivision human resources, including staff distribution, levels of appointment, qualifications, age, gender, race, terms of employment, conditions of service and benefit structures;
- d) an audit of the current financial situation of the Medunsa Subdivision, including its financial obligations, assets and physical infrastructure, risk profiles (i.e., a due diligence study), and all current financial management and administrative systems, policies and procedures;
- e) an audit of the existing Medunsa Subdivision ICT landscape, from infrastructure, systems, hardware, software, data migration and administrative systems, through to teaching support and desktop and laptop equipment, through to services and licensing and procurement contracts; and provision for reporting on historical information (i.e., for providing academic transcripts of students of the former institution);
- f) an audit of all Medunsa Subdivision library and information services, including human resources, policies and procedures, client services, technical services, collections, space, model (centralised or decentralised), information technology, and budgets, costs and cost implications; and
- g) *sharing of resources including office space, infrastructure, support staff and ICT to enable the Interim Council to discharge its functions independently*

JM  
MSA  
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S.P.N.

*until such time as the formal incorporation of Medunsa Subdivision into the Sefako Makgatho Health Sciences University subject to availability of resources*

### 6.7 Transitional Academic Arrangements

The parties acknowledge that, in keeping with the requirements of the Higher Education Act, 1997 as amended, the Subdivision being incorporated, namely Medunsa, must continue to offer all existing programmes under their existing rules until the programmes and rules are amended or restructured by the Council of the Sefako Makgatho Health Sciences University.

Moreover, the University of Limpopo, as the entity currently legally responsible for the Medunsa Subdivision, must continue to provide all resources and support necessary to the academic enterprise on that campus to the same degree and in the same manner up until the date of incorporation.

In similar vein, the parties agree that existing training platforms utilised by Medunsa Subdivision students in the Limpopo Province must continue to function and be available to pipeline students.

### 6.8 Facilitation of the Incorporation Process

The parties agree that a steering committee will be established by the parties to give effect to this Protocol. The steering committee will consist of <sup>not more than</sup> ~~an equal number of~~ representatives from the parties to this Protocol.

The University of Limpopo Management shall make provision for the suitable meeting and office space available to the Interim Council and Interim Management.

### Conflict Resolution

In the event of any conflict between the steering committee giving effect to this Protocol, and the parties as signatories to this Protocol with the responsibility to oversee the unbundling and incorporation process, failing to reach an agreement on a particular matter, the Minister of Higher Education and Training shall make a final determination after consulting the Councils of the two parties. Any decision made by

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the Minister of Higher Education and Training will be final and binding on all the parties involved.

#### 8. Duration of the Protocol

This Protocol for Engagement will come into effect on the date of the last signature of the parties and will remain in effect until the date on which the incorporation of the Medunsa subdivision into the new Health Sciences University is effective.

SIGNED at JOHANNESBURG on this 27 day of JUNE.....  
2014

Mailula

**JUDGE ML MAILULA**

**CHAIRPERSON OF THE COUNCIL OF THE UNIVERSITY OF  
LIMPOPO**

WITNESS 1.: [Signature]

WITNESS 2.: [Signature]

SIGNED at Johannesburg on this 27 day of June.....  
2014

Shisana

**Prof O SHISANA**

**CHAIRPERSON OF THE INTERIM COUNCIL OF THE SEFAKO  
MAKGATHO HEALTH SCIENCES UNIVERSITY**

WITNESS 1.: [Signature]

WITNESS 2.: [Signature]









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