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POLICY DOCUMENT

POSTDOCTORAL RESEARCH FELLOWSHIPS

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1. Introduction

This policy establishes the framework for the appointment, management, and termination of Postdoctoral Research Fellows (PDRFs) at Stellenbosch University (SU), ensuring alignment with institutional goals and legal obligations. It aims to provide guidelines for the management of relationships between postdoctoral research fellows (PDRFs), their hosts, and SU. A postdoctoral fellowship is a career advancement opportunity that should enable the PDRF to enhance their scholarly experience, employability and broader professional development.

2. Policy Application

- 2.1. The policy applies to all PDRFs, their academic hosts, host departments and faculties, and relevant support divisions. This policy is intended for internal use only and does not confer any rights or privileges to any third party.
- 2.2. The policy is administered and implemented by the Postdoctoral Office (PDO) in the Division for Research Development (DRD) and all relevant entities within the University that support PDRFs. The owner of this policy is responsible for updates and ensuring that a curator and related structures and roles are appointed and function effectively.
- 2.3. The curator of this policy is responsible for ensuring the formulation, approval, revision, communication, and release of this policy.

Use of Personal Information

SU is committed to protecting the PDRF's privacy and recognises its statutory obligations in collecting, processing and distributing personal information. The Constitution of the Republic of South Africa provides that everyone has the right to privacy and the Protection of Personal Information Act 4 of 2013 ("POPIA") includes the right to protection against unlawful collection, retention, dissemination and use of personal information. In terms of Section 18 of POPIA, if personal information is collected, SU, as responsible party, must take reasonably practical steps to ensure that the data subject is made aware of the information being collected.

3. Definitions

- 3.1. **'Postdoctoral research fellow' or 'PDRF':** A doctoral graduate establishing an academic research career with a primary focus on research. They may also engage in additional academic activities, including lecturing and (co-)supervising postgraduates, under the guidance of a designated host at the University
- 3.2. **'Host':** An academic staff member in a relevant academic department (or equivalent entity) at SU, who acts as supervisor and mentor for the PDRF.
- 3.3. **'Department':** The academic entity (or equivalent entity) at SU in which the

PDRF is hosted.

- 3.4. **'Head of Department'**: The head of the academic entity (or equivalent entity) where the Postdoc is hosted.
- 3.5. **'DVC'**: The Deputy Vice-Chancellor for Research and Postgraduate Studies at Stellenbosch University.
- 3.6. **'Fellowship'**: A temporary research position governed by a Memorandum of Agreement (MoA) between SU, the host, and the PDRF..
- 3.7. **'Division for Research Development'** or **'DRD'**: The entity responsible for the administration of PDRFs at SU, and ensuring that appointments, activities, and terminations comply with SU's regulations as well as national legislation; and that the terms of this policy and MoA are complied with.
- 3.8. **'DHET'**: The Department of Higher Education and Training of the South African Government
- 3.9. **'Memorandum of Agreement'** or **'MoA'**: The legally binding agreement between the PDRF, SU, and the designated host that sets out the expectations and responsibilities of each party.
- 3.10. **'SA Revenue Service Binding Class Ruling'** or **'BCR'**: The South African Revenue Service Binding Class Ruling issued in accordance with section 78(2) of the Tax Administration Act 28 of 2011.
- 3.11. **'Stellenbosch University International'** or **'SUI'**: The entity responsible for several administrative matters related to international PDRFs.
- 3.12. **"University"**: Refers to Stellenbosch University (SU)

4. Purpose of the policy

- 4.1. The purpose of the policy is to articulate the values and principles underpinning the Postdoctoral Research Fellowship Programme at SU, and to establish a framework for the appointment and hosting of PDRFs.

5. Background

- 5.1. PDRFs are productive and valuable members of the SU academic community. With appropriate mentorship and support, they significantly contribute to the university's mission. SU attracts both national and international PDRFs to strengthen our research productivity, promote collaboration and knowledge exchange, and advance SU's internationalisation efforts.
- 5.2. The main goal of a postdoctoral research fellowship is to develop and refine the PDRF's research and professional skills in preparation for a future academic or

other professional career. Consequently, a postdoctoral research fellowship serves as a transitional phase, designed to bridge the gap from doctoral graduation to becoming an independent scholar or professional.

- 5.3. PDRFs are holistically supported within their host department. The host shall offer leadership, mentorship, and guidance to facilitate the PDRF's development toward scholarly independence and research excellence.
- 5.4. PDRFs may be involved in teaching and (co-)supervision of postgraduate students, subject to the terms agreed-upon in the MoA.
- 5.5. PDRFs occupy a distinct researcher designation within university structures and are neither considered students nor permanent staff members.

6. Aims of the Postdoctoral Fellowship Programme

The postdoctoral fellowship programme at SU has the following aims:

- 6.1. To provide established researchers and academic departments (or equivalent entities) the opportunity to host PDRFs to enhance their research capacity.
- 6.2. Enable PDRFs to develop and hone their research and professional skills at SU, contribute to knowledge production, engage in student supervision, drive innovation, and strengthen their research competencies.
- 6.3. Expand SU's research portfolio by fostering new areas of research and increasing scientific publications and knowledge transfer.
- 6.4. To aid in the development of emerging researchers, thereby contributing to the renewal and transformation of the academic researcher cohort in South Africa.
- 6.5. To strengthen internationalisation at SU and broaden its collaborative research networks through the hosting of international PDRFs.

7. Roles and responsibilities of the PDRF

While specific expectations may vary in individual MoAs (depending on the environment(s) in which PDRFs are hosted), SU establishes the following minimum set of expectations of its PDRFs in service to its institutional goals:

- 7.1. Maintain accurate and detailed records of research activities and provide regular progress reports to the relevant host.
- 7.2. Undertake output-driven research, including but not limited to the publication of journal articles, books, or book chapters accredited by the DHET, and/or the creation of creative outputs, patents, products, etc. It is expected that a PDRF should publish at least two research articles per annum, however, the exact expectations for each fellow will be stipulated in the MoA.

- 7.3. Ensure that the output(s) generated from research conducted during the fellowship shall duly acknowledge SU, even if produced after the fellowship period. This requires the PDRF to list SU as their academic affiliation on all such outputs (they may add a footnote to say they have now moved to another institution), as is required in terms of DHET subsidy policy. The subsidy units then accrue to SU, as agreed in the MoA.
- 7.4. Contribute to the research ethos of the host department by actively participating in meetings and research seminars (especially those involving postgraduate students), and through building sound interpersonal relationships with staff and students.
- 7.5. Contribute to the operation of research laboratories, where appropriate and as agreed with the relevant host.
- 7.6. Supporting the University's vision of becoming an internationally acclaimed research-intensive university.
- 7.7. Submission of progress reports to Funders, the Postdoctoral Office, and their Hosts, when required.
- 7.8. Adhere to all SU policies related to research, including institutional policies governing responsible research conduct and intellectual property. PDRFs shall also comply with ethics norms and standards, as outlined in SU policies and regulations, and comply with faculty-specific procedures to meet statutory and professional regulatory requirements to protect human and animal dignity and welfare.

8. Roles and responsibilities of the host

The Host assumes responsibility for the following:

- 8.1. Ensuring that the PDRF is provided with research conditions conducive to meeting the objectives as agreed-upon in their MoA and keeping continuous track of their progress.
- 8.2. Meeting with the PDRF regularly and guiding the research to be conducted.
- 8.3. Ensuring that the PDRF has access to, and is familiar with, all institutional policies related to research.
- 8.4. Ensuring that sufficient funding is available for the PDRF to carry out the agreed-upon research project(s).
- 8.5. Informing the DRD and the PDRF in writing of any premature termination of a fellowship, in terms of paragraph 21.2.

- 8.6. Providing the DRD written notification upon extension of the fellowship, provided such an extension meets the criteria and administrative requirements outlined in paragraph 11.2.
- 8.7. Ensuring that the proposed research project is structured appropriately so that the desired outputs are achievable within the duration of the fellowship.
- 8.8. Ensuring that the PDRF is provided with adequate workspace and necessary equipment or, where applicable, regular access to required equipment through inter-departmental agreements, Central Analytical Facilities, or local/international shared equipment. Moreover, the Host (through their academic entity) shall facilitate access to essential administrative facilities, including but not limited to IT network access, printing services, internet usage, an institutional email address, library facilities and access to Campus Health Services.

9. Roles and responsibilities of the University (Represented by the DVC: Research, Innovation and Postgraduate Studies)

- 9.1. The University recognises the right of PDRFs to formally organise themselves into representative bodies as well as to elect their representatives on university structures, where relevant.
- 9.2. The University will ensure that an enabling institutional environment is provided to PDRFs.
- 9.3. The University will accept and administer postdoctoral fellowships, ensuring that PDRFs receive orientation and information during onboarding. This includes, *inter alia*, guidance on general services—such as registration, visa applications, parking, and involvement in societies and clubs.

10. Eligibility criteria

PDRFs should meet the following criteria:

- 10.1. PDRFs should take up the fellowship within five years of completing their doctoral studies at a recognised higher education institution in South Africa or abroad, and/or as prescribed by the SARS BCR.
- 10.2. If not yet in possession of a doctoral degree, they shall submit a written statement from the Registrar (or equivalent) at the issuing University confirming that they satisfactorily fulfilled the University's requirements for the conferral of their doctoral degree at the time of application for a postdoctoral research fellowship.
- 10.3. A PDRF may not be deemed as staff members at SU while holding the postdoctoral fellowship, but may be remunerated for services rendered, consistent with paragraph 23.2.

- 10.4. PDRFs are required to maintain residential presence at SU. Limited remote or off-site work may be permitted, subject to the following conditions:
 - 10.4.1. For periods not exceeding 30 days, the PDRF must submit a written request to their host for approval, if not already agreed-upon in the MoA.
 - 10.4.2. For periods exceeding 30 days, the PDRF must submit a written request endorsed by their academic host to the DRD for approval.
 - 10.4.3. All approved arrangements must be formally documented in the MoA, including specified durations and deliverables.

11. Duration of the fellowship

- 11.1. A postdoctoral research fellowship is a transitional phase. The standard duration of a postdoctoral fellowship is typically renewable for up to two years, contingent upon satisfactory progress. The duration of a fellowship may be determined by the relevant funder's stipulations and shall remain subject to the stipulations of the SARS BCR.
- 11.2. A host may extend a postdoctoral fellowship for up to five consecutive years, provided there is sufficient funding, the PDRF demonstrates valuable research outputs and contributions. Extensions shall remain subject to the stipulations of the SARS BCR.

12. Advertising and placement of fellowships

- 12.1. All postdoctoral research fellowships awarded through SU's academic departments (or equivalent entities) shall be advertised on at least one public platform (internal or external), adhering to the principle of fair access.
- 12.2. The relevant academic host and/or their department are responsible for drafting and placing the advertisement.
- 12.3. Copies of advertisement(s) must be retained for record-keeping purposes. A copy of the advertisement must also be lodged with the DRD to ensure that the Division is aware of all current postdoctoral research fellowships being offered at the University.
- 12.4. Advertisements are not required if the postdoctoral fellowship is awarded directly to the relevant PDRF by a funder or funding agency.

13. Funding

- 13.1. Funding for a postdoctoral research fellowship may be sourced in a variety of ways, but is generally either:
 - 13.1.1. awarded to an academic staff member (host) via internal university funds or an external funding agency, often as part of a larger grant; or,
 - 13.1.2. awarded to a recent doctoral graduate or a person who has already

- completed a postdoctoral fellowship (whether it be at the same or another institution) by the relevant academic entity, or as a result of an application to an external funding body; or,
- 13.1.3. awarded to priority research and innovation focus areas for initiatives driven at the institutional level, for example, clusters of research excellence.
- 13.2. Should funds from contract research be applied for a postdoctoral fellowship or top-up thereof, the contract must indicate that the funding is allocated towards a 'postdoctoral research fellowship' and should fit within the scope of an SU postdoctoral fellowship. Such funds may not be earmarked for "services rendered". In such a case, the DRD must be furnished with the relevant SU contract number (as allocated by the Research Contracts Office) for verification and auditing purposes.
- 13.3. The host must ensure that adequate funding is secured from a funding source for the full duration of the fellowship in accordance with the MoA.
- 13.4. Each funder has its own set of specific conditions that may result in an additional contractual agreement between the funder and the PDRF.
- 13.5. The minimum funding value for a postdoctoral fellowship awarded by SU may be revised annually by the DVC and communicated to current and prospective PDRFs and their hosts by the DRD.
- 13.6. No legal restrictions apply to the maximum amount of funding for a postdoctoral research fellowship. A maximum guideline fellowship value may be determined by the DVC and communicated by the DRD annually. The purpose of the maximum guideline is to promote parity, transparency, and a fair distribution of available funding. Postdoctoral research fellowships exceeding this maximum guideline value will require approval by the DVC or his/her delegate through a process as stipulated by the PDO.
- 13.7. PDRFs must ensure that they do not violate their fellowship or visa conditions with regard to any additional funding paid to them. The DRD is obliged to report any such contraventions to the relevant funding organisations (in terms of signed undertakings) and the university's auditors.
- 13.8. A PDRF may hold more than one fellowship simultaneously only if this is in adherence with the stipulations of the relevant funders.
- 13.9. The University expressly disclaims any liability for losses, diminution of stipend value, or other financial impacts incurred by a PDRF arising from currency exchange rate fluctuations in relation to internationally sourced fellowship funding. PDRFs accept such financial risks as a condition of holding such awards.

14. Status at the university

- 14.1. A PDRF is neither classified as a student nor an employee at SU. Instead, the designation of PDRF constitutes a distinct researcher affiliation category within all university structures.

15. Supervisor and co-supervisor roles

- 15.1. A PDRF may serve as supervisor to Honours and master's students, and co-supervisors of Doctoral candidates, under the following conditions:
 - 15.1.1. A PDRF may serve as supervisor for master's students, with co-supervision by a permanent SU academic staff member, taking into consideration prior supervision experience, training completed, and the duration of the fellowship.
 - 15.1.2. A PDRF may only serve as co-supervisor for Doctoral students.
 - 15.1.3. The host must approve of any supervisory role at the PDRF's request.
 - 15.1.4. This supervisory role is integral to the PDRF's academic training, with appropriate guidance provided by the host or co-supervisor.
 - 15.1.5. The PDRF's tenure duration should align with the postgraduate student's projected study period before approving them as a (co-)supervisor.

16. Memorandum of Agreement

- 16.1. Before conducting any research, the PDRF must execute a MoA with the University, signed by the Host, the Head of Department and the Senior Director: Research or Innovation (or their delegate).
- 16.2. This legally binding agreement provides a framework for the research to be conducted and a means for monitoring the agreed-upon expectations (and stipulations regarding SU being granted the credit and DHET subsidy for the agreed-upon publications) of both host and PDRF. It also provides legal protection for all parties in the event of a dispute.
- 16.3. A MoA template shall be shared with the PDRF and the Host during the PDRF's onboarding.
- 16.4. The MoA does not constitute an offer of employment, nor does it imply that an employment offer shall be made in the future.

17. Induction and orientation

- 17.1. The host shall provide a new PDRF with an orientation to the department or academic entity in which they will undertake their research, including guidance on accessing the support, services, and facilities available to them. The host is also expected to provide continuous academic and professional support.
- 17.2. Additional orientation regarding integration into the broader University environment will be provided through the DRD and SUI.

18. International PDRFs

- 18.1. International PDRFs shall apply for and obtain the relevant and appropriate visas needed for their fellowship before registration at SU.
- 18.2. Prospective and current PDRFs shall adhere to the stipulated medical insurance requirements as per the directives of the Department of Home Affairs, which may be a condition of their visa status.
- 18.3. International PDRFs may work in South Africa only if their visa permits employment and their working hours adhere to SARS BCR limits.

19. Disputes and grievances

- 19.1. The PDRF shall adhere to the University's Code of Conduct, all applicable institutional policies (<https://www.sun.ac.za/english/policy/policy-categories>), and the terms and conditions outlined in the MoA.
- 19.2. In the event of a dispute, the PDRF and/or the host shall follow the University's established dispute resolution processes, in the following order:
 - 19.2.1. As an initial step, the PDRF and/or the host must consult the Head of Department to seek intervention aimed at resolution.
 - 19.2.2. If the dispute remains unresolved at the departmental level, the matter may be escalated to the relevant Vice-Dean: Research (or equivalent) for further resolution.
 - 19.2.3. Should the dispute not be resolved by the Vice-Dean: Research (or equivalent), it may be referred to the Director: Emerging Scholar Funding and Support for further consideration and resolution.
 - 19.2.4. If the matter cannot be resolved by the Director: Emerging Scholar Funding and Support, a panel consisting of the Head of Department, the Vice-Dean: Research, the PDRF and their host, including the relevant Dean of the faculty, will consider the matter and determine its final resolution.
- 19.3. The PDRF may also consult the Office of the Ombud of SU if they are not satisfied with the internal dispute resolution process.

20. Professional development

- 20.1. A PDRF may not enroll for any degree at SU or another higher education institution during the term of the postdoctoral fellowship, without written permission from the host and the Director: Emerging Scholar Funding and Support.
- 20.2. PDRFs are encouraged to participate in skills development workshops or short courses available at SU, provided that sufficient funds are available to sponsor their participation, and the enrolment is supported by the relevant host.

21. Termination of fellowships

- 21.1. A PDRF who elects to terminate their fellowship prior to the date agreed-upon in the MoA, shall provide the host with no less than thirty days' prior written notice.
- 21.2. A host retains the discretion to terminate a fellowship at any time. However, termination must be based on academic, professional, or funding-related grounds and must be communicated in writing to both the PDRF and Director: Emerging Scholar Funding and Support (DRD) at least thirty (30) days before the intended termination date. The written notice must include the reasons for termination.
- 21.3. If required, the host and PDRF will have recourse via the postdoctoral dispute resolution processes of the University, as mentioned at Clause 19.
- 21.4. A PDRF and their host must notify the DRD and submit an "exit form" when the PDRF ends their tenure at the university. If the termination occurs before the fellow completes their research or full tenure, the university reserves the right to reclaim all or part of the funds paid to the fellow in advance.
- 21.5. In cases of research misconduct or reputational harm, the University reserves the right to initiate immediate investigation and may terminate the fellowship without the standard 30-day notice. The PDRF may appeal within 14 days via the dispute resolution process outlined in paragraph 19
- 21.6. Upon termination of the fellowship with their designated host, the PDRF must promptly surrender all University property within 14 days, including but not limited to laboratory logbooks, data, access cards, IT equipment, keys, and all other research materials. Failure to comply may result in withholding stipend payments or financial settlements, or legal action to recover assets or their value.

22. Income tax

- 22.1. Stipends paid directly to PDRFs are exempt from normal income tax on condition that all the SARS regulations regarding remuneration, as described in the SARS BCR issued in accordance with article 78(2) of the Tax Administration Act (nr 28 of 2011) are fully complied with.

23. Other academic activities and additional remuneration

- 23.1. PDRFs may not be employed as *bona fide* staff members by SU concurrent with their postdoctoral fellowship.
- 23.2. Where additional work is permitted in terms of the fellowship scheme, a total of up to 12 hours weekly of additionally paid work may be undertaken, as stipulated in the SARS BCR. This includes any other additionally remunerated academic activities and is to be paid for at the University rate for workers with a PhD, as determined by the SU Human Resources Division. Such remuneration will not be paid via the PDRF administration system as a bursary or stipend, but via the

university Human Resources system. These payments are taxable in accordance with the relevant tax legislation.

24. Leave of absence

- 24.1. PDRFs are not employees and therefore do not qualify for benefits or entitlements under the Basic Conditions of Employment Act (BCEA). The University provides certain leave provisions solely to guide the management of leave of absence during the fellowship period. These provisions serve as a framework for process and governance. Any leave granted is subject to the approval and prior notification of the host.
- 24.2. PDRFs are allowed to take leave during periods when the University is officially closed, as well as on South African public holidays.
- 24.3. PDRFs will be allowed a minimum of twenty-one days' personal leave annually.
- 24.4. A PDRF who becomes pregnant shall be allowed a period of maternity leave of up to four (4) consecutive months, or as otherwise stipulated by the relevant funder, where applicable. The granting of paid maternity leave is subject to the availability of funding and is not guaranteed. Stipend payments during this period are conditional upon the terms and conditions of the funder's stipulations and remain at the discretion of the host.
- 24.5. The PDRF shall submit a written request for maternity leave to the host and the DRD, accompanied by medical certification confirming the pregnancy and the expected date of confinement.
- 24.6. A PDRF who is the adoptive parent of a child below the age of two years may be allowed up to four (4) months' adoption leave. The adoption leave commences on the date of the adoption order, or if a competent court places the child in the care of the prospective adoptive parent pending the finalisation of an adoption order in respect of that child. The granting of paid adoption leave is subject to the availability of funding and is not guaranteed. Stipend payments during this period are conditional upon the terms and conditions of the funder's stipulations and remain at the discretion of the host.
- 24.7. A PDRF who is a parent of a child shall be allowed up to ten (10) consecutive calendar days of parental leave. Such parental leave shall commence on the date of the birth of the child or an adoption order, or if a competent court places the child in the care of the prospective adoptive parent pending the finalisation of an adoption order in respect of that child.
- 24.8. If the adoption order is made in respect of two adoptive parents at SU, one of the adoptive parents may apply for adoption leave as per paragraph 24.5, and the other adoptive parent for parental leave as per paragraph 24.6.
- 24.9. The PDRF shall submit a written notification to their host and the DRD of their intention to take parental leave at least one (1) month prior to the expected date

of birth, adoption, or placement, except in cases where such prior notice is impracticable.

- 24.10. PDRFs may be allowed compassionate leave for a portion of a day or one or more full days up to seven (7) days per year in cases of illness affecting their child, spouse, parent, or parent-in-law, or in the event of death of a spouse, parent, parent-in-law, adoptive parent, grandparent, child, grandchild, sibling, or stepsibling. The host may request reasonable proof, such as medical or death certificates.
- 24.11. PDRFs may be allowed up to two (2) consecutive days of sick leave without the requirement of submitting a medical certificate. For absences exceeding two (2) consecutive days, a valid medical certificate must be submitted. Typically, PDRFs are allowed to a total of twenty-four (24) days of sick leave over a two-year fellowship.
- 24.12. If a PDRF is absent from their host department for a continuous period of thirty (30) days without obtaining prior written authorisation from the host, or without having a written justification for the absence accepted by the host department within one (1) week from the commencement of said period of absence, the fellowship may be subject to immediate termination.

25. Personal accident insurance, liability and indemnity

- 25.1. Personal accident insurance is provided to all PDRFs at SU, the details of which may be made available by the DRD to each PDRF and their host. Liability and indemnity are covered by the general rules of the University.

26. Applying for research grants

- 26.1. PDRFs may apply for, and be the Principal Investigator on any grant application provided that:
 - 26.1.1. The fellowship and potential grant funder have no restrictions on PDRFs as grantees.
 - 26.1.2. The host approves the application, and
 - 26.1.3. The duration of the PDRF's tenure correlates with the duration of the grant, or there is an up-front indication of transfer of PI status to another suitable researcher in the group after the PDRF's term.

27. Ownership of intellectual property

- 27.1. Terms of the SU policy in respect of the Commercial Exploitation of Intellectual Property pertaining to SU students will apply *mutatis mutandis* to PDRFs regarding the IP created during the term of their stay at SU.

28. Policy governance

- 28.1. The owner of this policy is responsible for updating and implementation of the

policy and for ensuring that a curator and related structures and roles are appointed and function effectively.

- 28.2. The curator of this policy is responsible for ensuring the formulation, approval, revision, communication, and release of this policy. The curator is also responsible for the interpretation and implementation of the policy.

29. Actions for non-compliance

The University may take the necessary steps, in accordance with the provisions of its disciplinary code, against anyone found to be in breach of this policy's requirements.

END.